

ITEM
650.16**Support Structure Service****1. Service Description**

Support Structure Service provides a cable television undertaking or telecommunications carrier with a license to use SaskTel owned or controlled support structures for the placement of Licensee's Facilities, where spare capacity is available.

2. Definitions

For the purposes of this Tariff Item:

"Anchor" refers to any device that holds something secure.

"Application" refers to the document(s) to be completed by the Licensee to apply for use of SaskTel support structures. Where forms are not available, SaskTel will provide a detailed description of the information required to apply for use of support structures.

"Attacher" refers to a party seeking access to a SaskTel owned Pole. An approved attacher may also be referred to in this tariff as a "licensee".

"Cable-Television Undertaking" refers to a duly licensed or exempted cable television undertaking as prescribed by the Canadian Radio-television and Telecommunications Commission pursuant to the Broadcasting Act.

"Complex corrective work" is defined as any pole-related work required to correct pre-existing anomalies resulting in non-compliance with applicable Construction Standards by a Support Structure or the attachments thereon that would be reasonably likely to cause a service outage or facility damage, or that is beyond the skill set of the licensee or contractor, such as work in the electrical space, as reasonably determined by the pole owner.

"Complex make-ready work" refers to pole-related transfers and work that would be reasonably likely to cause a service outage or facility damage or includes work in the electrical space.

M - Moved to page 217

N
|M
|N
|
|
|

N

ITEM
650.16**Support Structure Service – Continued****2. Definitions – Continued**

“*Conduit*” refers to a reinforced passage or opening in, on, over or through the ground or watercourses capable of containing communication facilities and includes main conduits, laterals to poles and into buildings, underground dips, short sections of conduit under roadways, driveways, parking lots and similar conduit installation but excludes manholes, central office vaults or other access points and conduit entering the central office vault.

M²

“*Conduit Connection*” refers to those parts of Licensee-provided conduit affixed to SaskTel underground support structures that consist of the following:

- a) 0.3 metres of the Licensee’s conduit, where it enters a SaskTel manhole, measured from the inside wall of the latter.
- b) The Licensee’s connection and conduit for a distance of 0.9 metres when the Licensee’s conduit is connected to SaskTel’s conduit, measured from the center line of the SaskTel conduit at the point of intersection and along the Licensee’s conduit.

“*Construction Standards*” refers to SaskTel’s safety and technical requirements and industry standards, which a Licensee must comply with when performing work on its Facilities on, in or in proximity to SaskTel support structures.

“*Corrective work*” refers to any pole-related work required to correct pre-existing anomalies resulting in non-compliance with applicable Construction Standards by a Support Structure or the attachments thereon.

N

“*Joint-User*” refers to a party, such as an electrical utility company, who has executed a joint-use or joint-ownership agreement with SaskTel providing for the reciprocal right to use the support structures of the other party or joint-ownership of the support structure.

M¹

“*License Permit*” refers to a non-exclusive license granted by SaskTel to a Licensee to use licensed support structures for the placement of the Licensee’s Facilities under the terms and conditions of this tariff and the Support Structure License Agreement.

M¹ - Moved to page 218

M² - Moved from page 216

N

Support Structure Service – Continued

“*Licensee*” refers to a cable television undertaking or a telecommunications carrier that has been granted License Permit(s) pursuant to the terms and conditions of this tariff and the Support Structure License Agreement.

$$\begin{array}{c} \mathbf{M}^1 \\ | \\ | \end{array}$$

“Licensee’s Facilities” refers to all cables and equipment used by the Licensee which are placed in or on a Licensed Support Structure pursuant to a Permit.

“*Licensed Support Structures*” refers to support structures that are the subject of an application approved by SaskTel.

“Make-Ready Charge” refers to a charge, based on the expense incurred and where appropriate using hourly labour rates specified in this tariff, which applies for any material used and for any Make-Ready work performed on, in or in proximity to SaskTel’s Support Structures or on SaskTel’s or a Joint-User’s facilities. Make-Ready Charge excludes any costs incurred to correct pre-existing Construction Code violations by the Support Structure(s) or any existing cables, equipment, or other facilities on the Support Structure(s). For further clarity, this charge does not include any costs defined as “corrective costs” in accordance with this tariff.

Diagram showing two vertical dashed lines. The left line is labeled M^2 and the right line is labeled N .

“*Make-ready work*” refers to the modification or replacement of a pole, or of the strands or equipment on the pole, to accommodate additional facilities on the pole or the strands.

“*Manhole*” refers to an underground chamber that provides access to conduit to place and maintain underground facilities but excludes central office vaults and controlled environmental vaults.

“Pole” refers to a long, round, slender, column of wood, steel, or concrete used to support overhead cable and wires.

M^l - Moved from page 217

M² - Moved to page 218A

N
|

Filing Date: 2023 04 03 TN 377 Effective Date: 2025 01 28

Approved in Telecom Order CRTC 2025-21, 2025 01 28

ITEM
650.16

Support Structure Service – Continued

2. Definitions – Continued

“*Subscriber Drop Wire*” refers to the Facility or those Facilities running from a pole or from poles in those circumstances where there are multiple poles between the mainline and a subscriber’s premises, as the case may be, to a subscriber’s or multiple subscribers’ premises.

C
|
|
|

“*Support Structures*” refers to a pole, strand, anchor, manhole or conduit (but excluding central office vaults and controlled environmental vaults) which SaskTel owns or which SaskTel does not own but for which it has the right under its agreements for access to support structures of other entities to grant Permits thereto.

“*Support Structure License Agreement (SSA)*” refers to the agreement between SaskTel and the Licensee pursuant to this tariff.

“*Telecommunications Carrier*” refers to a telecommunications common carrier as defined in the Telecommunications Act (Canada).

3. Conditions of Service

1. The Licensee must enter into a Support Structure License Agreement (SSA) with SaskTel prior to the placement of any of the Licensee’s Facilities in or on SaskTel support structures.

For any SSA entered into prior to September 1, 1999, the terms of the Support Structure Service are governed by the SSA. The provisions of such SSA shall prevail in the event of any contradiction, conflict or variance between the provisions of the SSA and the provisions of this tariff item.

ITEM **Support Structure Service – Continued**
650.16

3. Conditions of Service – Continued

For any SSA entered into, subsequent to September 1, 1999, the terms of the Support Structure Service are governed by this Tariff Item. The Tariff item on Support Structures shall prevail in all cases where it conflicts directly with the SSA.

Where the General Tariff including the Terms of Service, conflicts directly with the specific Tariff item on Support Structures or the SSA, the aforementioned Tariff item or the SSA as applicable, shall prevail.

2. SaskTel shall provide Support Structure Service to cable-television undertakings and telecommunication carriers where spare capacity is available and such use shall not interfere with the rights of any Joint User, other Licensees and/or SaskTel.
3. Licensees may not assign, sub-let, sub-license or otherwise transfer their access to Support Structures to third parties without SaskTel's prior written consent, which consent shall not be unreasonably withheld. The Licensee may share ownership of its Facilities with a third party. In all such cases, the Licensee remains fully responsible for compliance with the rates, terms and conditions of Support Structures access as if it remained sole owner of the Facilities for which it shares an ownership interest.
4. Cable television undertakings shall not have priority over telecommunications carriers where there is a conflicting demand for the provision or use of the Support Structure Service.
5. Throughout this tariff item, where a clause relating specifically to poles or aerial structure conflicts with a more generic clause relating to Support Structures in general, the clause relating to poles shall take precedence when assessing conditions of service for pole-related requests.

N
|
|
|

ITEM
650.16

Support Structure Service – Continued

3. Conditions of Service – Continued

6. SaskTel shall set and enforce Construction Standards based on safety and technical requirements for Support Structures which SaskTel owns or controls, provided that those standards do not unreasonably impede the provision or use of the Support Structure Service by other Licensees and Joint-Users. F
7. The Licensee must obtain and maintain any rights-of-way or consents, as identified in the SSA, required for the placement, removal, maintenance and operation of the Licensee's Facilities on or in SaskTel's support structures and must provide written evidence of same upon SaskTel's request. F
8. License Permit(s) are granted to the Licensee, subject to the Licensee completing SaskTel application form(s) and SaskTel written approval of such applications or deemed approval pursuant to this Tariff. Each application shall be considered on a first-come-first-serve basis based on the date of receipt of each application by SaskTel. A License Permit is granted in respect of each approved application. Any terms and conditions contained in an approved application are deemed to be part of the SSA. Applications are not required for repair or routine maintenance work on the Licensee's Facilities provided that such work shall not affect the location and/or consume additional capacity on or in the support structure. C
9. At the time of any application for use of, and during its presence on or in SaskTel Support Structures, the Licensee must be the holder of all required authorizations from all authorities having jurisdiction, and must furnish documentary evidence of same at the request of SaskTel. F

ITEM
650.16

Support Structure Service – Continued

3. Conditions of Service – Continued

- | | | |
|--|---|---|
| 10. An additional written application is required from the Licensee for additions to, rearrangements, transfers, replacements, relocations or removals of the Licensee's Facilities. SaskTel's written approval is required prior to any work commencing under the additional application. | F | |
| 11. SaskTel reserves the right to reject an application, if, in SaskTel's determination, the placement of the Licensee's Facilities, as requested in the application will conflict with SaskTel's existing or planned use for the subject support structures. | F | |
| 12. A pole access application will not be denied due to lack of capacity that could be remediated by performing corrective work, with this corrective work to be performed at SaskTel's cost. | N | |
| 13. SaskTel will not decline to replace a pole, at its own cost, if the lack of capacity to accommodate a new attachment is due to the fact that the pole does not respect safety and construction standards, as reflected in the above definition of corrective work. | N | |
| 14. When make-ready work will not be completed within prescribed timelines, or when deployment can safely be performed before make-ready work is complete, upon the determination by SaskTel that sufficient capacity is available, and upon filing of a risk analysis signed by a professional engineer demonstrating its safety and conformity to applicable construction standards, SaskTel shall, within ten (10) days, unconditionally grant the permit for access to a support structure and allow the Licensee to install its facilities prior to completion of the make-ready work. Any temporary workaround solution shall be removed at the cost of the Licensee during the course of the installation of a permanent solution as part of make-ready work. | M | F |
| 15. When an application is for use of aerial Support Structures, the Licensee shall provide, upon request, two sets of detailed engineering drawings to scale indicating the layout of the existing plant and describing the proposed additions to, rearrangements, transfers, replacements or removals of all of the Licensee's Facilities on the Support Structures. When the application is for use of underground Support Structures, the Licensee shall provide, upon request, two sets of plans indicating the proposed route. | F | |

M - Moved to page 223

N

ITEM 650.16	Support Structure Service – Continued	N 	
	3. Conditions of Service – Continued	N	
	16. In all circumstances, except those related to poles which SaskTel does not own and is not in a reciprocal agreement to share the costs of the pole, SaskTel has priority access to Support Structures in order to meet its current and anticipated future service requirements. Any disputes requiring resolution will be treated in accordance with the dispute resolution process outlined in the SSA.	F M D 	C

M - Moved from page 222

N

ITEM
650.16

Support Structure Service – Continued

3. Conditions of Service – Continued

- | | | | |
|--|--------------------------------|--------------------------------|--------------------------------|
| 17. The licensee may carry out any simple pole-related make-ready work described in the make-ready work estimate themselves, or through an approved contractor. If doing so the licensee must inform SaskTel of its decision whether or not to carry out make-ready work within thirty 30 days of receipt of the make-ready work estimate. If carrying out the make-ready work itself, the licensee must complete it within 60 calendar days for projects involving fewer than 200 poles, or sixty-five 65 calendar days for projects involving 200 poles or more. | D

 | N

 | F

 |
| 18. SaskTel provides easy access to virtual databases containing (i) a list of approved contractors that are allowed to perform make-ready work, and (ii) all of SaskTel's operational and technical reference materials and construction standards relating to access to support structures. Any updates to operational and technical reference materials and construction standards relating to access to Support Structures must be posted in the database at least 30 days before implementation unless, for the safety of technicians or the public, such standards must have immediate effect. | | | F

 |
| 19. A licensee (also referred to as an attacher) or a contractor working with that licensee may apply for the contractor to become an approved contractor. SaskTel will approve or deny such a request by an attacher or a contractor within 30 days of receiving a complete written request. Should the request be denied, SaskTel will provide the contractor and attacher with comprehensive written reasons for the denial of a request to approve a contractor, as well as possible corrective measures to remediate the situation and obtain approval. | M

 | | F

 |
| 20. Subject to section 47, the types of services provided by the licensee under a License Permit shall be provided in accordance with applicable legislative regulations and Canadian Radio-television and Telecommunications Commission (CRTC) decisions. | | | F

 |
| 21. The types of facilities placed by the licensee on or in SaskTel's Support Structures must conform to the standards and technical requirements specified in the Construction Standards, as modified or replaced from time to time by SaskTel. | | | F

 |

M -Moved to page 224

N

ITEM
650.16

Support Structure Service – Continued
3. Conditions of Service – Continued

- | | | |
|--|----------------------|----------------------|
| 22. Where spare capacity is available, SaskTel will issue a Permit to the licensee allowing the licensee to use the Support Structure as described in the Permit. The Permit will identify the specific locations on or in the Support Structures (such as the location on the pole, specific conduit or specific location in a manhole) assigned to the Licensee. | C

 | F

 |
| 23. Where spare capacity is not available, SaskTel will identify on or with the application form the reasons why. If SaskTel elects to create the necessary spare capacity, SaskTel will estimate the necessary make-ready charges and forward them to the Licensee for approval. SaskTel will determine, in the best interest of all parties, whether the applications requiring make-ready should be grouped into one or many projects. | F

 | M

 |
| 24. Where there is insufficient spare capacity, (i) SaskTel will identify to the attacher whether the removal or rearrangement of facilities would create sufficient capacity, beyond the capacity reserved by SaskTel for future use; (ii) if the removal or rearrangement of facilities would create sufficient capacity, SaskTel will remove or rearrange them, or allow for their removal or rearrangement by a third party, as part of make-ready work rather than deny the application. | F

 | N

 |
| 25. The Licensee must authorize or refuse the estimated make-ready work and return all applicable forms completed to SaskTel within thirty (30) calendar days from the date of receipt. SaskTel may close any application for which the Licensee has not provided authorization to proceed within thirty (30) calendar days and may require the Licensee to submit a new application. After receipt of all forms completed and approved by the Licensee, SaskTel will initiate the necessary make-ready. | F

 | |
| 26. SaskTel is not obligated to provide any Support Structures to the Licensee if such Support Structures do not exist. When SaskTel elects to place or obtain such Support Structures at the request of and for the use of the applicant, a charge applies based on expense incurred. | F

 | |

M - Moved from page 223

N

ITEM
650.16**Support Structure Service – Continued****3. Conditions of Service – Continued**

27. The Licensee is responsible for the following, at its own risk and expense: F
- a) To install, maintain, repair, replace, remove, relocate or transfer Licensee's Facilities or perform any other work as and when required by SaskTel in accordance with the terms of this tariff item and the SSA;
 - b) To rearrange, replace, remove, relocate or transfer Licensee's Facilities on or in Support Structures or perform any other work at the request of and within the time period specified by a third party which is exercising its rights or authority.
28. After notice to the Licensee to perform work under the terms and conditions of SaskTel's tariffs and/or the SSA, and after the Licensee's failure to do so within the time period specified, SaskTel may perform such work and a charge will apply based on the expense incurred. F
29. Any Licensee owned conduit that is connected to SaskTel Support Structures must meet the requirements identified in the Construction Standards. Conduit connections are only permitted for the Licensee to access its Facilities, which use SaskTel's Support Structures. F
30. SaskTel may inspect the work performed by the Licensee, its contractors and agents. Notice of any defect found while the Licensee's work is underway will be transmitted to the Licensee who shall have the defect corrected within a time period specified by SaskTel, to be no less than ninety (90) days following written notification of the defects of the Licensee. After the specified time period expires, SaskTel may reinspect the Licensee's Facilities and, if the defects have not been corrected, have such defects corrected, or remove the Licensee's Facilities and terminate the Permit for the Licensee's Facilities provided that the Licensee has given written notice that it prefers removal to correction. Charges based on expense incurred will apply. F

ITEM
650.16**Support Structure Service – Continued****3. Conditions of Service – Continued**

31. SaskTel will conduct ongoing inspections for compliance with the terms and conditions of the Support Structure Service at its own cost. Upon completion of any inspection, SaskTel will notify the Licensee of any deviations from this tariff, the Agreement or the Construction Standards and the Licensee will be charged for the inspection based on expense incurred. Additionally, the Licensee must correct such deviations at its expense, within a time period specified by SaskTel to be no less than ninety (90) days following written notification of the Licensee of the deviations. The Licensee will notify SaskTel within seven (7) calendar days of the deviations being corrected. If such deviations are not remedied to SaskTel's reasonable satisfaction, SaskTel may correct such deviations or may remove the Licensee's Facilities and terminate any associated License Permit for the affected facilities, provided that the Licensee has given written notice that it prefers removal to correction. Charges based on expense incurred will apply.

F

32. Where any failure to comply with SaskTel's Construction Standards poses an immediate threat to the safety of SaskTel employees, contractors, agents or any other persons, or interferes with the performance of SaskTel's service obligation, or interferes with or poses an immediate threat to the physical integrity of the Support Structures, SaskTel may perform such work and/or take whatever action it deems necessary or advisable to remove such threat or interference, without prior notice to the Licensee. The Licensee shall pay all reasonable costs incurred for such work and/or actions.

F

ITEM
650.16

Support Structure Service – Continued
3. Conditions of Service – Continued

33. The Licensee is permitted to construct, maintain and operate their own plant and equipment on or in SaskTel’s Support Structures, using their own labour force or any person, firm, partnership or corporation (hereinafter “contractor”), subject to the terms and conditions contained in this Tariff item, the SSA and the Construction Standards. Work, for which an application for use of Support Structures is required, is to be performed only after the Licensee has notified SaskTel in writing, at least 30 days in advance, of the type of work function to be performed and the contractor including the Licensee, that is to perform the work. F
C
- The Licensee shall provide SaskTel with a list of contractors who are to carry out work under this Tariff item, on the Licensee’s behalf.
34. In the event that a Licensee wishes to use a contractor not on the list, the Licensee must notify SaskTel in writing, at least thirty (30) calendar days in advance of such contractor commencing work. F
C
35. As an alternative to the Licensee performing any work in or on the Support Structures and at the request of the Licensee, SaskTel may perform such work. Charges based on expense incurred will apply. F
36. Where SaskTel assistance is required during any construction, maintenance and/or repair of Licensee’s Facilities on or in SaskTel owned or controlled Support Structures, hourly labour rates specified in the Rates section of this tariff item will apply. F

ITEM
650.16**Support Structure Service – Continued****3. Conditions of Service – Continued**

37. A Licensee applying to attach to or work on another Licensee's Facilities must provide to SaskTel, in all cases, whether an application is required or otherwise, written confirmation of consent provided from the other Licensee identifying the specific Support Structure(s) for which access is requested on the application or on which work will be performed. F
38. If a Licensee is using SaskTel Support Structures without SaskTel's authorization, SaskTel may at its option take one or all of the following action: F
- (a) Charge the Licensee for unauthorized use;
 - (b) Remove the unauthorized Licensee's Facilities at the Licensee's sole expense;
 - (c) Require the Licensee to submit an application for use of Support Structures.
39. Unauthorized access charge(s) will apply as per this tariff. In addition, the unauthorized Licensee will be charged for any repairs, costs or penalties charged to SaskTel by the support structure owner. F
40. When access to the Support Structures is required to restore services offered by SaskTel or a Licensee, SaskTel and the Licensee shall agree to work jointly to restore their respective services. If service cannot be restored jointly, then each party shall identify their priority services and mutually agree to the restoration sequence. If mutual agreement cannot be reached, SaskTel will have priority. F

ITEM
650.16**Support Structure Service – Continued****3. Conditions of Service – Continued**

41. When emergency work is required to be performed on the Licensee's Facilities, SaskTel will immediately advise the Licensee to take necessary action. However, if the emergency is such that SaskTel does not have time to notify the Licensee and must take action immediately, SaskTel may perform the necessary emergency work, at the Licensee's expense, and shall advise the Licensee of the situation as soon as possible. In such event, SaskTel shall not be responsible for any damages to the Licensee's Facilities or the interruption of service subject to the provisions of the SSA regarding SaskTel's liability. F
42. In all cases, the Licensee shall pay SaskTel a Search Charge, including the cost of preparing the estimates, whether the application is accepted, withdrawn by the Licensee, or rejected by SaskTel due to unavailable spare capacity. F
43. SaskTel reserves the right to specify the exact location where the Licensee's Facilities shall be placed and such placement shall not, in SaskTel's determination, interfere with SaskTel's system, its service requirements or infringe on the rights of any other user authorized by SaskTel. F
44. SaskTel shall provide an applicant for a License Permit with an estimate of costs for work required to determine availability of the subject support structures and costs for any work in or on the subject support structures. These costs include, but are not limited to, any additional investment, advanced investment or reinforcement, required to accommodate the applicant's application. Such costs are to be determined in accordance with this tariff and shall be agreed to by the applicant prior to the approval of the application by SaskTel. F

ITEM
650.16

Support Structure Service – Continued
3. Conditions of Service – Continued

45. Upon approval of the application, SaskTel shall issue a License Permit to the Licensee allowing it to use the support structures as described in the Permit. Should the Licensee not start the installation of its facilities on or in the support structures specified in the Permit, within sixty (60) days from the date of the License Permit, SaskTel may require re-submission of the application subject to the rates and charges specified in this tariff. F
46. Where work is required to restore a conduit, assigned in a Permit, to a useable condition, the Licensee may determine who will do the work, subject to the requirements of other related terms and conditions of the tariff on Support Structure Service. The Licensee will advise SaskTel of work completion within ten (10) days. SaskTel will have twenty (20) calendar days from the date of this notice to inspect and advise the Licensee of any further work required. All work and material required to make such conduit usable by the Licensee, including but not limited to any required street closure, backfilling, repaving, restoration of landscaping, curb, gutter and sidewalk where applicable, are to be performed and provided by the Licensee at its expense. F
47. For assigned conduit occupied by SaskTel Facilities, SaskTel has the option of performing the installation work and charging the Licensee based on the expense incurred. For assigned conduit occupied by another Licensee's Facilities, the applicant is responsible to notify the other Licensee and make suitable placing arrangements. F

ITEM
650.16**Support Structure Service – Continued****3. Conditions of Service – Continued**

48. If Licensed Support Structures are damaged as a result of any negligent or willful act or omission of the Licensee, SaskTel may, at its option, repair such damage at the expense of the Licensee, and suspend the License Permit at that location (with written notice to the Licensee) until such damage has been paid; or terminate the License Permit and the Licensee will remove its Facilities from the affected support structures by the date specified by SaskTel, provided that the Licensee has given written notice that it prefers removal to correction. Additionally, the Licensee shall compensate SaskTel for the damages it has caused. F
49. If SaskTel decides to remove or abandon any Support Structures used by a Licensee(s), SaskTel shall give the Licensee prior notice at the time that SaskTel decides to proceed or at least one hundred eighty (180) days before the event whichever is the earlier date. The Licensee shall, at its own expense, remove the Licensee's Facilities from those affected Support Structures on or before the date specified by SaskTel. If the removal or abandonment is caused as a result of a third party exercising its rights and having authority to cause the removal or abandonment, the one hundred eighty (180) days notice provision shall not apply. F
50. The Licensee must notify SaskTel of its start date. The Licensee must also notify SaskTel within seven (7) calendar days of the permitted work being completed. F
51. Nothing contained in this tariff or the SSA, or any agreement between the Licensee and its contractor or agent, shall create a contractual relationship between the Licensee's contractor or agent and SaskTel. F

ITEM
650.16**Support Structure Service – Continued****3. Conditions of Service – Continued**

52. Nothing contained in this tariff item limits, restricts or prohibits SaskTel from honouring or enforcing existing Support Structure License Agreements that are not consistent with this Tariff. SaskTel is not restricted or prohibited from honouring existing or entering into future joint-user or joint ownership agreements regarding support structures used or offered under the Support Structure Service, provided that the existing rights of a Licensee shall not be prejudiced by a joint-use or joint-ownership agreement entered into by SaskTel after the Licensee has been granted access to support structures. The one exception to this provision is a circumstance in which SaskTel is forced to move a support structure by a property owner, in which case a Licensee must move its Facilities at its own expense. F
53. The Licensee must provide thirty (30) days advance notice of a change to the Licensee's billing/invoice name and/or address, specifying the details of the change. F
54. For SSAs entered into prior to September 1, 1999, in which fees may be charged for access to joint-use pedestals, these fees will continue to be applicable and access to joint-use pedestals will continue to be permitted until the specific SSA expires. These specific SSAs will not be renewed and upon expiration of the SSA, the Licensee must abide by the conditions of the Support Structure Service offered under this tariff. F
55. Notwithstanding other Conditions of Service contained within this tariff item, communications-related equipment (i.e. strand equipment) inserted into Licensee cabling located on SaskTel strand does not require a permit. F

ITEM
650.16

Support Structure Service – Continued

N

3.1 One Touch Make-Ready Regime

56. SaskTel provides a one-touch make-ready (OTMR) regime for Pole connections.

57. Under this OTMR regime, either SaskTel or a Qualified Contractor may perform simple make-ready work with respect to an approved permit request, including on behalf of SaskTel and other occupants of the structure. Support structures installed or modified pursuant to the OTMR process shall remain the property of SaskTel.

58. SaskTel will maintain a reasonable list of Qualified Contractors who are permitted to carry out make-ready work on behalf of a Licensee. In the event that a Licensee wishes to use a contractor not on the list, the Licensee must notify SaskTel in writing, at least thirty (30) calendar days in advance of such contractor commencing work. If the Licensee provides evidence that the contractor satisfies applicable health and safety, operational and insurance requirements, SaskTel will confirm the contractor is a Qualified Contractor as defined in this tariff.

3.2 Timelines for Pole access requests

59. Pole access requests will be completed within the timelines in the following tables (all days quoted are calendar days).

20 poles or fewer

Step / Type of make-ready work	No work	Simple	Complex
Assess application	5 days	5 days	5 days
Complete a survey of poles & grant or deny access	10 days	10 days	10 days
Send detailed, itemized estimate of charges	N/A	10 days	15 days
Complete make-ready work	N/A	15 days	30 days

ITEM
650.16

Support Structure Service – Continued

N

3.2 Timelines for Pole access requests – Continued

21 to 50 poles

Step / Type of make-ready work	No work	Simple	Complex
Assess application	10 days	10 days	10 days
Complete a survey of poles & grant or deny access	20 days	20 days	20 days
Send detailed, itemized estimate of charges	N/A	15 days	15 days
Complete make-ready work	N/A	30 days	45 days

51 to 200 poles

Step / Type of make-ready work	No work	Simple	Complex
Assess application	10 days	10 days	10 days
Complete a survey of poles & grant or deny access	50 days	50 days	50 days
Send detailed, itemized estimate of charges	N/A	15 days	15 days
Complete make-ready work	N/A	45 days	75 days

201 poles or more

Step / Type of make-ready work	No work	Simple	Complex
Assess application	10 days	10 days	10 days
Complete a survey of poles & grant or deny access	90 days	90 days	90 days
Send detailed, itemized estimate of charges	N/A	15 days	15 days
Complete make-ready work	N/A	65 days	Good-faith negotiations

ITEM
650.16

Support Structure Service – Continued

N

3.2 Timelines for Pole access requests – Continued

60. If required timelines for assessing the application are not met, the application will be deemed approved.
61. If required timelines for “complete a survey of poles and grant or deny access,” are not met, the application will be deemed approved and the attacher will be allowed to install its facilities.
62. Schedules for make-ready work also apply to the completion of corrective work. In addition, when a permit application requires both corrective and make-ready work, the schedules for all work must begin simultaneously.
63. For a given permit application, when both simple and complex work must be carried out, whether corrective or make-ready, each type of work must be completed within the time frame for its type (simple or complex). It is also understood that the schedule for both types of work must begin simultaneously.
64. Extensions may be required for good and sufficient cause, with notification to and as agreed to by the Licensee. In cases where SaskTel indicates that events beyond the control of SaskTel, such as third-party delays, where SaskTel can demonstrate that it has proceeded with due diligence, SaskTel should qualify for an extension. In cases where SaskTel indicates that delays will exceed timelines, with justification, and the Licensee is not satisfied with SaskTel’s justification, the Licensee may use the Commission’s dispute resolution processes to resolve the issue.
65. Once SaskTel has sent a detailed, itemized estimate of charges, the Licensee must accept and approve those charges in writing or inform SaskTel that the Licensee is doing the work itself before SaskTel proceeds to completion of make-ready work. Days between SaskTel sending this estimate and receiving approval will be added to the ‘Totals’ shown in the above tables.

ITEM **Support Structure Service – Continued**
650.16

4. Rates

The Customer shall pay to SaskTel the following rates and charges for Support Structure Service. Such rates and charges are in addition to any other rates and charges that may be applicable.

Nonrecurring Charges:

SaskTel may require the Licensee to pay in advance any of the estimated non-recurring charges stated in this tariff item. The following non-recurring charges are applicable:

1. Unauthorized Attachment Charge

An unauthorized attachment charge shall apply where a Licensee has installed a facility, except a subscriber drop wire, on or in support structures, for which SaskTel has not previously issued a Permit. Where SaskTel has acquired ownership of a support structure to which the Licensee has an existing attachment and for which a written authorization was obtained from the previous owner, the unauthorized attachment charge does not apply; however, a monthly rental will be assessed from the effective date of the change of ownership. An unauthorized attachment charge does not apply if SaskTel has issued a Permit or where the attachment complies with the applicable Construction Standards and where the Licensee can substantiate to the reasonable satisfaction of SaskTel, that a monthly rental has been applied with respect to such attachment or where the Licensee can substantiate to the reasonable satisfaction of SaskTel that SaskTel has approved the attachment of the Licensee's facility but has not issued a Permit. Any fines or penalties for unauthorized access to a support structure by the Licensee, which may be levied on SaskTel as the prime leaseholder of the support structure, will be charged back to the Licensee.

ITEM
650.16**Support Structure Service – Continued****4. Rates – Continued****2. Search Charge**

A Search Charge, based on the expense incurred and where appropriate, using the hourly labour rates specified in the Rates section of this tariff item, applies for all work required to determine if spare capacity is available in, on or in proximity to the support structures or SaskTel's or joint-user's facilities required to implement each of the Licensee's applications, to estimate make-ready charges for any work and to process any applicable documentation. When requested by the Licensee or determined necessary by SaskTel, estimated search charges will be forwarded to the Licensee for approval.

3. Make Ready Charge

A Make Ready Charge, based on the expense incurred and where appropriate, using the hourly labour rates specified in the Rates section of this tariff item, applies for any material used and for any work performed on, in or in proximity to the SaskTel support structures or SaskTel's or joint-user's facilities, including but not limited to any additional investment or advance planned investment or reinforcement required, in order to meet the Licensee's requirements for Support Structure Service. The Licensee shall agree to such costs prior to SaskTel's approval of the application. In individual cases, with the mutual agreement of SaskTel and the Licensee, the Licensee may perform make-ready work at its own expense.

ITEM **Support Structure Service – Continued**
650.16**4. Rates – Continued****4. Inspection Charge**

An Inspection Charge, based on the expense incurred and where appropriate, using the hourly labour rates specified in the Rates section of this tariff item, applies for all inspections and verifications made by SaskTel of the Licensee's facilities. This charge will apply to all inspections necessary to ensure the installation of such facilities has been completed in accordance with the Permit, the Construction Standards, this tariff and the SSA.

Monthly Rates:

The rates specified below apply for each month or portion thereof, for which the Licensee's Facilities are permitted to be attached to SaskTel's support structures. The rates shall commence on the date when the Permit is issued and shall continue until the date that the Permit is terminated. The monthly rates for access to SaskTel's support structures are not inclusive of any related non-recurring, administrative, application or processing fees. As an exception to the commencement of the monthly rates on the date when the Permit is issued, monthly rates for the attachments which are unauthorized will commence on the date the unauthorized attachment is identified.

ITEM
650.16**Support Structure Service – Continued****4. Rates – Continued****1. Pole**

The charge applies to each pole, either owned by SaskTel or on which it is entitled to allow placement of the Licensee Facilities, as follows:

- a) For all of the Licensee's strands permitted to be attached to such pole;
- b) When a) is not applicable, for all of SaskTel's strands supported by such pole, which strands the Licensee is permitted to use ; and
- c) When a) and b) are not applicable, for all other of the Licensee's Facilities, except subscriber drop wires, permitted to be attached to such pole.

For greater certainty, there shall only be one pole rental unit charge per Licensee for each pole in any circumstance.

2. Strand

The charge applies to each 30 meters of strand span or portion thereof owned by SaskTel or on which it is entitled to allow the placement of the Licensee's Facilities, for each Licensee's cable having a maximum outer diameter of 30.5 millimetres attached to such strand. Materials other than steel may be available at cost.

ITEM
650.16**Support Structure Service – Continued****4. Rates – Continued****3. Conduit**

The charge applies to each 30 metres of conduit or fraction thereof, accumulated for each Licensee's distribution area, that is owned by SaskTel or on which it is entitled to allow the placement of the Licensee's Facilities, for each Licensee's cable having a maximum outer diameter of 30.5 millimetres installed in an underground support structure. The charge applies for each such Licensee's cable installed in an underground support structure in each of the following conditions:

- a) When the Licensee's cable uses a conduit for a distance of less than 30 meters; or
- b) When the Licensee's cable enters a manhole through a conduit but uses less than 30 metres of conduit; or
- c) When the Licensee's cable leaves a manhole through a conduit but uses less than 30 metres of conduit; or
- (d) When the Licensee's cable uses a manhole without using a conduit to enter or leave the manhole.

ITEM
650.16

Support Structure Service – Continued

4. Rates – Continued

The following rates and charges apply to the *Support Structure Service*:

	Monthly Rental Charge	Service Charge
Unauthorized Attachment Charge per rental unit		\$100.00 Note 1
Search Charge		Note 2
Make Ready Charge		Note 2
Inspection Charge		Note 2
Pole Rental Unit	\$0.80	
Strand Rental Unit, each 30 metres or equivalent	0.20	
Conduit Rental Unit, each 30 metres or equivalent	2.25	

Note 1: The Licensee will be assessed the above service charge for unauthorized attachment, plus any additional charges relating to the unauthorized attachment, which may be levied on SaskTel by the support structure owner.

Note 2: The service charge is calculated on a time and charge basis including materials and labour. Any disputes will be treated in accordance with the dispute resolution process outlined in the SSA.

ITEM
650.16**Support Structure Service – Continued**

F

4. Rates – Continued

F

Labour charges:

For...	Monthly Rate	Service Charge
Time scheduled during normal working hours, per person	N/A	\$89.00 per hour* (minimum ½ hour)
Time scheduled outside normal working hours, per person	N/A	\$135.00 per hour* (minimum 2 hours)**

* Billed in ¼ hour increments.

** The minimum charge does not apply:

- when work begins during and continues after a regular work day;
- when work begins within one hour before a regular work day.

C