

1 **In reference to Schedule “B”, page 43 of 82 – Reconstruction, at a project cost of**  
2 **\$2,745,000:**

3  
4 **Q. Please provide a copy of the joint use facilities partnership agreement between the**  
5 **company and Aliant Telecom Inc.**

6  
7 A. Attachment A is a copy of the Joint-Use Facilities Partnership Agreement between  
8 Newfoundland Power Inc. and Aliant Telecom Inc. executed on September 13, 2001.

**Facilities Partnership Agreement**

**Newfoundland Power Inc.  
and  
Aliant Telecom Inc.**

# **JOINT USE FACILITIES PARTNERSHIP AGREEMENT**

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**THIS JOINT USE FACILITIES PARTNERSHIP AGREEMENT** made at St. John's, in the Province of Newfoundland, as of the 1<sup>st</sup> day of January, 2001.

**BETWEEN:** **NEWFOUNDLAND POWER INC.**, a corporation existing under the laws of the Province of Newfoundland,

hereinafter called "NP"

**AND:** **ALIANTELECOM INC.**, a corporation amalgamated under the laws of Canada,

hereinafter called "Aliant"

**WHEREAS** pursuant to the provisions of the Support Structures Purchase Agreement, NP became the owner of those of Aliant's former support structures located within the Service Territory that are jointly used by NP and Aliant;

**WHEREAS** the access to and the use and service of those support structures were formerly governed under and pursuant to the provisions of the JUA;

**WHEREAS** the Parties now agree that the access to and the use and enjoyment of the Support Structures and the control of the Communication Space by Aliant are to be governed by and under the provisions of this Agreement;

**WHEREAS** this Agreement provides for full access by Aliant to all Poles, Anchors, Guys, Grounding Systems, pole cribs, messenger strands, related hardware and related easements, rights of way and other interests in real property owned by NP, including but not limited to those formerly owned by Aliant, upon such terms as will provide Aliant with the same rights to and control of the Communication Space, other than ownership, as Aliant enjoyed as the beneficial owner under the provisions of the JUA;

**WHEREAS** this Agreement also provides for NP to construct, operate and maintain, and to provide all related administration with respect to all existing and future Support Structure requirements of Aliant in the Service Territory;

**WHEREAS** NP and Aliant agree to execute and deliver this Agreement, which reflects NP as the owner and operator of the Support Structures and Aliant as having control of the Communication Space and full access to the Support Structures;

**THIS AGREEMENT WITNESSES THAT** in consideration of the premises and of the mutual covenants in this Agreement and the sum of One Dollar (\$1.00) paid by each Party to the other on or before the execution and delivery of this Agreement (the receipt and sufficiency of which by each Party is acknowledged), the Parties covenant and agree with each other as follows:

accordance with CSA Standard CAN3 – C22.3 no.1 – M87, clause 4, providing for adequate clearances for power conductors, between power and communication conductors in the span, between communication cables and the ground and adequate safe working space;

- (14) **Control Cable** means a cable used by NP to transmit telecommunications signals for the control and operation of the power system;
- (15) **CSA** means the Canadian Standards Association or its successors and assigns;
- (16) **CRTC** means the Canadian Radio-Television and Telecommunications Commission or any successor body exercising similar jurisdiction;
- (17) **Distribution Pole** means a Pole Unit recorded in NP's general ledger under the distribution plant class;
- (18) **Effective Date** means January 1, 2001;
- (19) **Extension** means a new Pole or Pole Line constructed to serve a new customer;
- (20) **GDPPI** means the Gross Domestic Product Fixed Weight Price Index for Canada as published from time to time by Statistics Canada;
- (21) **Governing Body** means any body having legislative or regulatory powers affecting either of the Parties, including, without limitation, the Board, the CRTC, and federal, provincial, municipal or other authority having jurisdiction over either Party or its business, including bodies acting under legislative authority with respect to the maintenance or improvement of public highways or other public places;
- (22) **Grounding System** means the ground rod or ground coil, wire and all physical components required to connect the neutral conductor to earth;
- (23) **Guy** means a cable used to attach a Pole to an Anchor for the purpose of providing physical support to the Pole;
- (24) **Joint Use** means a Support Structure that supports the Attachments, or will support the planned Attachments, of both Parties;
- (25) **JUA** means the agreement dated as of January 1, 1994 made between Newfoundland Telephone Company Limited and Newfoundland Light & Power Co. Limited and entitled "Joint Use Agreement";
- (26) **Line Clearing** means the provision of adequate clearance from tree interference for all circuits supported by Support Structures and includes items such as, but not limited to, under-brushing, tree removals, gabling or guying of trees, pruning or

trimming, application of chemical herbicides, treatment of cuts and disposal of debris;

- (27) **Net Book Value** means the net book value of the Support Structures calculated in accordance with Schedule "C" of this Agreement;
- (28) **NJUFPA** means the agreement dated as of January 1, 2001 made between 11003 Newfoundland Inc. and Aliant and entitled "Non Joint Use Facilities Partnership Agreement";
- (29) **Non Joint Use** means a support structure that supports the Attachments of only one Party;
- (30) **Party** means a party to this Agreement;
- (31) **Permit** means the instrument in writing by which NP authorizes the Joint Use of a Support Structure in accordance with the Administrative Practices;
- (32) **Pole** means either a utility pole owned by NP and used to distribute electrical power, an Aliant-only pole used for telecommunication signals, or both, depending on the context in which it is used in this Agreement;
- (33) **Pole Line** means two or more Poles installed in a sequence;
- (34) **Pole Unit** means a Support Structure;
- (35) **Pole Top Extension** means a device attached to the top of a Pole to increase the effective height of the Pole;
- (36) **Protection Guarantee** means a guarantee related to the operational status of a specified line or apparatus issued by NP's System Control Centre under the Standard Protection Code;
- (37) **Rearrange/Rearrangement** means the removal of Attachments from one position on a Pole and the placing of the same Attachments in another position on the same Pole;
- (38) **Replace/Replacement** means the substitution of a new or different Pole for an existing Pole;
- (39) **Rural Centre** means an area which is not within an Urban Centre;
- (40) **Sacrificed Value** means the costs recovered for Poles prematurely displaced as set forth in the Administrative Practices;

- (41) **Service Pole** means a Pole Unit installed to provide service to a premises and containing only service wire Attachments for that premises;
- (42) **Service Territory** means that portion of the island of Newfoundland where NP operates and distributes its services as of the Effective Date;
- (43) **Standard Protection Code** means NP's set of rules and procedures that govern the safe operation of the electrical power system;
- (44) **Structural Value** means the sale price of Poles and Anchors sold in place as set forth in the Administrative Practices;
- (45) **Substandard Pole** means any Pole which does not conform to the specifications of the Administrative Practices;
- (46) **Support Structures** means Joint Use Poles, Anchors, Guys, Grounding Systems, pole cribs and related hardware owned exclusively by NP or acquired or constructed by NP and located in the Service Territory;
- (47) **Support Structures Purchase Agreement** means the agreement between the Parties dated as of January 1, 2001, as amended, wherein NP purchased Aliant's Joint Use support structures from Aliant;
- (48) **Support Structures Work Request Form** means the form provided for in the Administrative Practices;
- (49) **System Control Centre** means the location from which the operation of NP's system is controlled;
- (50) **Third Party** means a person, firm or corporation, other than 11003 Newfoundland Inc., who is not a Party to this Agreement;
- (51) **Third Party Attachments** means the Attachments of a Third Party;
- (52) **Transfer** means the removal of Attachments from one Pole and the placing of the same Attachments on another Pole;
- (53) **Transmission Line** means a power supply circuit operating at a voltage in excess of 25 KV, phase to phase; and
- (54) **Urban Centre** means an area as more particularly defined in Section 4 of the Administrative Practices.

**ARTICLE II**  
**TERRITORY AND SCOPE OF AGREEMENT**

2.01 In accordance with and subject to the provisions of this Agreement, the Parties shall:

- (a) co-operate in the planning, design, installation and maintenance of Support Structures with a view to providing maximum economic service advantages to the customers of the respective Parties;
- (b) co-operate in the planning, design, acquisition and maintenance of easements, rights of way, consents of Governing Bodies and other rights giving ingress to or egress from the Attachments and the Support Structures (the "Easements");
- (c) cooperate in the planning, design and management of the Communication Space;
- (d) continue jointly using Support Structures which are used by the Parties as of the Effective Date;
- (e) permit the Joint Use of support structures which are not jointly used by the Parties as of the Effective Date; and
- (f) terminate the use of Support Structures.

2.02 This Agreement is effective within the Service Territory and shall cover all Support Structures in the Service Territory or Joint Use support structures in any other area which may be brought under this Agreement by mutual consent.

2.03

- (a) NP shall at its expense and for the benefit of Aliant:
  - (i) subject to Clauses 2.04 and 2.05, construct, install, operate, maintain and provide related administration of all Support Structure requirements of Aliant in the Service Territory;
  - (ii) obtain and maintain all Easements in accordance with this Agreement and the Administrative Practices;
  - (iii) for Easements acquired by NP on or after the Effective Date, obtain such Easements jointly in the names of both Parties;



- (iv) where any Non Joint Use Pole of NP, as of the Effective Date, becomes a Joint Use Pole, use commercially reasonable efforts to acquire a joint interest in any Easement giving access to that Pole in the name of Aliant; and
    - (v) supply and install one new messenger strand per Pole Line when required by Aliant during the installation of new Poles pursuant to this Agreement.
  - (b) For greater certainty, notwithstanding the provisions of Clause 2.03(a):
    - (i) NP shall not be obliged to obtain new Easements for Aliant for the purpose of providing better or greater access to Support Structures existing as of the Effective Date or any Replacement of those Support Structures; and
    - (ii) when obtaining Easements from the developer of residential subdivisions or similar planned developments on or after the Effective Date, NP shall obtain a joint Easement in favour of Aliant.
- 2.04 Except in cases of emergency, NP shall not, without the prior approval of Aliant, install or Replace Support Structures within one hundred (100) metres of any telecommunications tower, tower anchor, or associated building at a telecommunications tower site owned by Aliant or used by Aliant in the transmission of telecommunications services.
- 2.05 Aliant may place or make adjustments to Guys on Support Structures as may be necessary for Aliant's purposes from time to time and shall use reasonable engineering judgment in doing so.
- 2.06 Aliant shall have full access to the Support Structures consistent with this Agreement and shall enjoy the same degree of control of the Communication Space, other than ownership, as Aliant had previously enjoyed as the beneficial owner under the provisions of the JUA.
- 2.07 Other than is necessary to protect the priority right of Aliant to purchase support structures in the event of their abandonment or sale by NP, all other agreements between the Parties for the use of Support Structures in the Service Territory and governed under the provisions of this Agreement are hereby abrogated and annulled.

**ARTICLE III**  
**SUPPORT STRUCTURES COMMITTEE**

- 3.01 The Parties shall establish and maintain a liaison committee to be known as the Support Structures Committee, the responsibilities, constitution, procedures and mandate of which are more fully described in the Administrative Practices.

**ARTICLE IV**  
**SPECIFICATION**

- 4.01 All construction in connection with the Support Structures shall meet the specifications provided for in Section 16 - CONSTRUCTION PRACTICES of the Administrative Practices which are to be based on CSA Standards as a minimum, except where the Parties may mutually agree to make trial installations using new techniques and materials. In the event that new techniques and materials are found to be satisfactory to the Parties, NP and Aliant shall make application to the CSA for approval of those new techniques and materials, so as to remain within CSA standards.
- 4.02 Subject to Clause 4.01 above, the character, design and construction of Attachments is the responsibility of the Party who owns those Attachments, provided that the character, design and construction of those Attachments is consistent with the use of Support Structures by the Parties.

**ARTICLE V**  
**DIVISION OF COSTS**

- 5.01 The cost of erecting and maintaining Support Structures shall be determined and borne by the Parties in the manner described in this Agreement and in the Administrative Practices.
  
- 5.02 Other than as expressly provided in this Agreement, any payment made by Aliant pursuant to this Agreement shall not entitle Aliant to the ownership of any part of the Support Structures for which it has contributed in whole or in part.

**ARTICLE VI**  
**RENTALS**

6.01

- (a) During the term of this Agreement and, subject to Article XVIII, during any renewal term, Aliant shall pay the rental charges in respect of its Attachments calculated and determined in accordance with the calculation process set out in Schedule "B" of this Agreement. For the first year commencing on the Effective Date, the Annual Rental Rate shall be Thirty-two dollars (\$32.00) per Joint Use Pole on which Aliant has Attachments, plus a transitional rate adjustment of Fifty cents (\$0.50) per Joint Use Pole on which Aliant has Attachments. Commencing with the year beginning January 1, 2002, and for each subsequent calendar year, NP shall calculate the applicable Annual Rental Rate and determine the Annual Rental Fee in accordance with the calculation process set out in Schedule "B" of this Agreement.
- (b) Upon completing the calculation of the Annual Rental Fee, NP shall provide written notification to Aliant, together with the detailed calculations utilized by NP and all supporting information and documentation (the "Rental Notification"), so that Aliant may verify the Annual Rental Rate and Annual Rental Fee in question. NP shall provide the Rental Notification on or before the first day of April in the calendar year for which such rentals are being calculated, failing which Aliant shall have no obligation to pay any increases in the Annual Rental Rate or the Annual Rental Fee for the months preceding receipt of the Rental Notification by Aliant, and the increased Annual Rental Rate or Annual Rental Fee shall only be paid in the months following receipt of the Rental Notification.
- (c) Notwithstanding the foregoing, until Aliant receives the Rental Notification in each calendar year, Aliant shall continue to make monthly payments on the basis of the Annual Rental Fee for the previous year, unless Aliant provides NP with written notice pursuant to Clause 6.01(d).
- (d) If NP does not provide the Rental Notification on or before the first day of April in the calendar year for which such rentals are being calculated, Aliant may recalculate the rental charges in respect of its Attachments in accordance with the calculation process set out in Schedule "B" of this Agreement, which recalculated rental charges shall become effective thirty (30) days after written notice has been given to NP, and shall remain in effect until such time as NP provides the Rental Notification.
- (e) If the payment by Aliant of the rental charges pursuant to this Article VI results in an overpayment, NP shall make the appropriate adjustments and corrections to its records and the accounts between the Parties, and shall pay interest to Aliant on any overpayments at the rate of one-twelfth (1/12) of the annual rate determined as the lowest current prime commercial lending rate at the Bank of Montreal plus

one percent (1%) for each month or part of a month in issue. Such interest charges shall be compounded at the monthly rate for each month or part month of any overpayment until the overpayment is rectified.

## 6.02

- (a) Aliant may, at its own expense, verify the Rental Notification and may attend at NP's head office to review such books, records and information as are reasonably necessary in the opinion of Aliant to make the verification. Aliant shall observe and maintain the confidentiality of all records of NP and shall not remove any books or records or any copies of the same from NP's head office without NP's permission, which permission shall not be unreasonably withheld. NP shall provide such support as is necessary to allow Aliant to verify the Rental Notification.
- (b) In the event that Aliant's verification process results in the identification of any error in the calculation of the Annual Rental Rate or the Annual Rental Fee, NP shall:
  - (i) make the appropriate adjustments and corrections to its records and the accounts between the Parties;
  - (ii) adjust the Annual Rental Rate or Annual Rental Fee as necessary to rectify the error; and
  - (iii) pay interest to Aliant on any overpayments at the rate of one-twelfth (1/12) of the annual rate determined as the lowest current prime commercial lending rate at the Bank of Montreal plus one percent (1%) for each month or part of a month in issue. Such interest charges shall be compounded at the monthly rate for each month or part month of any overpayment until the overpayment is rectified.

## 6.03

- (a) The number of Poles to be used for the calculation of the Annual Rental Fee shall be the 179,943 poles owned by NP and Aliant and having Attachments of Aliant as at December 31, 2000 (the "Occupied Pole Units"), which shall be modified annually in accordance with the adjustment mechanisms set out in Schedule "B".
- (b) In the event that NP acquires support structures outside the Service Territory or other Joint Use support structures, the percentage factor employed in determining the number of Occupied Pole Units as set out in Schedule "B" shall be modified accordingly.

- 6.04 (a) During the initial term and any renewal terms, NP shall sell to 11003 Newfoundland Inc. any Joint Use Poles from which NP removes its Attachments at the Structural Value of those Poles, unless Aliant removes its Attachments from those Poles within one hundred and eighty (180) days of being notified of NP's intention to remove its Attachments from those Poles.
- (b) In the event that a pole owned by 11003 Newfoundland Inc. becomes a Joint Use pole, NP shall purchase that pole from 11003 Newfoundland Inc. at the Structural Value of that pole.

**ARTICLE VII**  
**THIRD PARTY RIGHTS**

7.01 NP may grant rights and privileges to Third Parties with respect to support structures, other than those pertaining to the Communication Space, provided that:

- (a) NP shall not grant rights or privileges for the use of its support structures outside the Communication Space if those rights or privileges might unduly interfere with the rights and privileges granted to Aliant in this Agreement; and
- (b) other than Third Parties with Attachments as of the Effective Date, NP shall not allow any Third Party to place Attachments without consulting with Aliant with respect to the terms of the Third Party's access.

7.02

- (a) Except as provided in this Article, where a Third Party makes a request to place its Attachments within the Communication Space of existing Support Structures, NP shall process the information from the Third Party in accordance with this Agreement and the Administrative Practices and shall forward that information to Aliant for approval.
- (b) Aliant shall consent to the placement of Attachments by any Third Party within the Communication Space of existing Support Structures pursuant to this Agreement and the Administrative Practices where such consent is not inconsistent with Aliant's current and anticipated future service requirements ("Service Requirements"). Once a determination is made by Aliant with respect to its Service Requirements, the matter shall be referred back to NP, together with the information required by Clause 7.08. NP shall advise the Third Party of the determination made and, where the placement of the Attachments is to be permitted, NP shall enter into an agreement with the Third Party in a form which recognizes Aliant's control of the Communication Space.
- (c) For greater certainty, NP is not required to forward to Aliant the information specified in Article 7.02 (a) for attachment of subscriber drop wires, transfer of Attachments to Replacement Poles, Attachments to Support Structures, or other support structures of NP, required for new Extensions or Attachments to Non Joint Use Poles where only NP has Attachments, and NP may, subject to this Agreement, allow any Third Party to place Attachments in those instances without the approval of Aliant, provided that the Attachments are placed in accordance with the Administrative Practices.



7.03 In order to facilitate the use by Third Parties of any portion of the Communication Space, the Parties shall:

- (a) consult with one another in the planning and engineering of the appropriate use of the Communication Space;
- (b) receive and consider requests for Attachments within the Communication Space in accordance with this Agreement and the Administrative Practices;
- (c) maintain such records as each deems necessary for the prudent management of the Communication Space;
- (d) undertake the processing of applications and communicate with each other with respect to the Communication Space in accordance with this Agreement and the Administrative Practices;
- (e) subject to Clause 7.04, in the event that NP's existing contracts with Third Parties are to be revised or modified or where NP is entering into new contracts with Third Parties, consult with one another to ensure that the reasonable concerns of Aliant in connection with the management and control of the Communication Space are addressed; and
- (f) undertake such inspections or re-inspections as each deems necessary to ensure compliance by Third Parties to the designed use of the Communication Space.

7.04 NP shall not enter into a revised, modified or new contract with any Third Party upon terms which do not reflect the intention and terms of this Agreement.

7.05 The Parties acknowledge and agree that Aliant has priority access to the Communication Space in order to meet its Service Requirements.

7.06 NP shall use commercially reasonable efforts to ensure that no Third Party places or maintains the placement of Attachments on Poles on terms that do not provide for the Third Party to pay to NP a reasonable share of the annual cost of the Pole, including but not limited to a reasonable share of maintenance and depreciation costs, based upon its use of the Pole in accordance with sound public utility practice.

7.07

- (a) NP shall take all reasonable steps to ensure the appropriate management of the presence of Third Parties in the Communication Space.

- (b) In the event of non-compliance by any Third Party in relation to the designed use of the Communication Space or where a Third Party places Attachments without the necessary consent of NP or Aliant, NP shall use its best efforts to implement corrective measures in consultation with Aliant and shall immediately notify the Third Party in writing of the unauthorized Attachments and the corrective action necessary.
- (c) Should a problem of unauthorized Attachments in the Communication Space exist after one year following the date of execution of this Agreement, NP shall, at the request of Aliant, take such steps, including legal action, as may be necessary to discourage the practice.

- 7.08 Where Aliant determines, in accordance with Clause 7.02 (b), that without modification of the existing Support Structures the proposed Attachments of Third Parties are inconsistent with Aliant's Service Requirements or the Support Structures are otherwise unsuitable for the proposed Attachments, Aliant shall advise NP of the work necessary to make the Support Structures suitable for the proposed Attachments, including the portion of the work to be completed by Aliant and the estimated cost to Aliant of preparing the Support Structures for the proposed Third Party Attachments in accordance with the Administrative Practices. NP shall pay to Aliant the estimated costs to be incurred by Aliant prior to the commencement of any necessary work.
- 7.09 In the event of an emergency, Aliant shall have priority access to the Support Structures and may, in its discretion, relocate, Rearrange, replace or Transfer the Attachments of any Third Party in the Communication Space or perform any temporary work that may be deemed necessary by Aliant to respond to the emergency.
- 7.10 Should NP be advised or otherwise become aware of damage to Support Structures that may have an effect on Aliant's Attachments, NP shall immediately inform Aliant so that corrective action may be undertaken.
- 7.11 Regardless of any contrary provision in any agreement between NP and a Third Party, in the event of the abandonment of any of the Support Structures, Aliant shall have the first right to purchase the same for the Structural Value of those Support Structures and otherwise in accordance with the terms of this Agreement.
- 7.12 Regardless of any contrary provision in any agreement between NP and any Third Party, in the event of an intended sale to a Third Party by NP of any of the Support Structures on which Aliant has Attachments, Aliant shall have the first right to purchase the same in accordance with Article XII.

- 7.13 Except in the case of an emergency when notice cannot be given, NP shall not relocate, Rearrange, replace or Transfer Aliant's Attachments or allow any Third Party to do so without the prior approval of Aliant.
- 7.14 Aliant shall assign to NP all of Aliant's right to bill and collect monies from Third Parties with respect to their Attachments on the Support Structures as of and from the Effective Date. The right to collect monies pursuant to this Agreement shall only be in relation to amounts arising as of and after the Effective Date.
- 7.15 Aliant's rights as set out in this Article shall be exercised in accordance with the requirements established from time to time by any Governing Body.

**ARTICLE VIII**  
**LIABILITIES AND DAMAGES**

8.01 This Agreement is intended for the mutual benefit and protection of the Parties, and non-conformity with this Agreement shall not create any presumption of fault on the part of either Party in favour of any Third Party.

8.02

- (a) Whenever any liability is proven against either or both of the Parties for injuries to or the death of any persons, including employees of either Party, for damages to any property, or for any other damages or injuries arising out of the construction, installation, presence or use of Support Structures under this Agreement, the liability for such damages as between the Parties shall be as follows:
  - (i) where only one Party is negligent, that Party shall be wholly liable for the resultant damages; and
  - (ii) where both Parties are negligent, the Parties shall share the liability for the resultant damages in the same proportion that their negligence contributed to the damages.
- (b) Where the Parties are unable to agree upon the proportion of liability, the issue of apportionment of liability between the Parties shall be decided by arbitration as provided in Article XVII – Arbitration.
- (c) In respect of a damage claim which is made against or affects both Parties, the Parties agree to use their best efforts to settle the claim upon reasonable terms agreed to by both Parties. In the event that the proportion of liability for each Party has been agreed upon or decided by arbitration, and the claimant desires to settle upon terms acceptable to one Party but not the other Party, the following shall apply:
  - (i) the Party to which the settlement is acceptable may give written notice to the other Party of its willingness to accept the settlement amount;
  - (ii) if the other Party does not agree to accept the settlement within fifteen (15) days after such notice, the Party which gave the notice (the “Notice Party”) may choose to withdraw from the dispute and the other Party (the “Disputing Party”) shall defend the claim. The Notice Party may choose to defend its own position in the dispute;

- (iii) where the amount of the liability of the Parties, as later agreed upon or determined by an independent court or tribunal, is less than the proposed settlement amount, then the Notice Party shall pay to the Disputing Party its proportion of the proposed settlement amount and its proportion of the costs and expenses of the Disputing Party; and
  - (iv) where the amount of the liability of the Parties, as later agreed upon or determined by an independent court or tribunal, is equal to or greater than the proposed settlement amount, the Disputing Party shall bear all of its own costs and expenses and will reimburse the costs, if any, incurred by the Notice Party after the date of the Notice. The sole responsibility of the Notice Party in that event shall be to pay the amount corresponding to its proportion of the proposed settlement amount.
- (d) In the adjustment between the Parties of any damage claim arising in connection with this Agreement, the liability assumed by the Parties and the calculation of the amount of any settlement under this Clause 8.02 shall include, in addition to the amounts paid to the claimant, all costs, charges and expenses incurred by the Parties or either of them in connection with the damage claim which shall include reasonable solicitor's fees on a solicitor and client basis and other costs and expenses incidental to any suit, action, investigation, claim or proceeding. Such adjustment shall be carried out promptly, and in no event any later than thirty (30) days from the determination or acceptance of liability of either or both of the Parties.
- (e) Any and all liability arising as a result of either Party's negligence in failing to maintain minimum ground clearances required by the CSA standards or this Agreement shall be borne by the negligent Party or Parties in proportion to the negligence of the Party or Parties. All costs associated with repairing/Replacing Support Structures damaged as a result of negligence on the part of either Party in failing to maintain minimum ground clearances required by the CSA standards or this Agreement shall be borne by the negligent Party or Parties in proportion to the negligence of the Party or Parties.

### 8.03

- (a) Subject to Clause 8.02, NP shall save, defend, keep harmless and fully indemnify Aliant from and against all claims, demands, proceedings, losses, damages, liabilities and costs, including, without limitation, reasonable solicitor's fees on a solicitor and client basis and other incidental disbursements costs, interest and expenses ("Losses"), which Aliant may sustain, or be put to, on account of injury to or death of any person or persons, or damage to or destruction of any of the property of Aliant, the Parties' Guys in the Communication Space or the property of any other person, arising out of or in respect of use by or presence of Third Parties on Support Structures, as provided in Article VII – Third Party Rights.

However, Aliant shall be responsible for its own negligence and for the negligence of its agents, employees, or representatives for the Losses in the same proportion that the negligence contributed to the Losses.

- (b) Except as provided in Clause 8.03(a) above, in case of damage to the Attachments of Aliant by Third Parties, Aliant is responsible for recovering its own damages.

8.04 Except as provided in this Article VIII, each Party shall bear its own Losses in cases where a claim or demand does not arise from the negligence of the other Party, its agents, employees or representatives.

**ARTICLE IX**  
**DEFAULT AND TERMINATION**

## 9.01

- (a) Upon default of payment of rentals or other monies required under this Agreement, the Party not in default shall forthwith advise the Party in default by written notice of the default, and if the default continues for thirty (30) days after written notice has been given, the Party not in default may, in addition to any other remedy it may have, elect to terminate this Agreement.
- (b) Within thirty (30) days of the giving of written notice of default pursuant to Clause 9.01 (a), the Party in default may forward to the other Party a written notice of dispute outlining the reason for non-payment, and the dispute shall then be dealt with under the provisions of Article XVII – Arbitration. For greater certainty, when a notice of dispute is given in the requisite time frame, the Party not in default shall not exercise the right of termination of this Agreement as provided in Clause 9.01 (a).
- (c) Nothing contained in this Clause 9.01 shall affect any rights or obligations which either Party may have under the *Public Utilities Act*, R.S.N. 1990, c. P-47, as amended, or the *Telecommunications Act*, S.C. 1993, c. 38, as amended.

## 9.02

Where either Party defaults in the performance of any work which it is obligated to do under this Agreement, the Party not in default shall forthwith advise the Party in default by written notice of the default, and should the default continue for thirty (30) days after written notice has been given, the Party not in default may elect to do such work, and the Party in default shall pay the other Party one hundred and fifty percent (150%) of the actual cost of the work. For the purpose of ascertaining liability arising out of the work so done, the work shall be deemed to have been completed by the Party in default.

## 9.03

A default under the Support Structures Purchase Agreement shall be deemed to be a default under this Agreement, and a default under this Agreement shall be deemed to be a default under the Support Structures Purchase Agreement.

## 9.04

NP may terminate this Agreement if during the initial term or any renewal term Aliant's total Attachments to Joint Use Poles are reduced to below 170,000 Attachments (the "Termination Threshold"), provided however that the Parties shall adjust the Termination Threshold downward to reflect reductions of Aliant's Attachments from Joint Use Poles from which NP also removes its Attachments within one year of the date of Aliant's removal of its Attachments. Prior to exercising the right to terminate this Agreement in accordance with this Clause, NP shall establish the number of Attachments of Aliant to Joint Use Poles, provide written notice to Aliant, and allow Aliant sixty (60) days to verify the number of Attachments. Disputes in respect of the operation of this Clause shall be settled by arbitration as provided in Article XVII – Arbitration.

- 9.05 Notwithstanding any other provision of this Agreement, Aliant may terminate this Agreement at any time by providing at least twelve (12) months written notice to NP.
- 9.06 Notwithstanding any other provision of this Agreement, this Agreement shall terminate effective on the termination of the NJUFPA.
- 9.07 Upon any termination of this Agreement, other than pursuant to Article XII:
- (a) either Party may require confirmation of the number of Support Structures and the number of Attachments of Aliant. In the absence of agreement between the Parties as to the appropriate methodology to obtain this confirmation, the Parties shall participate equally in the completion of a pole count survey of the Joint Use Poles and shall share equally in any expenses reasonably incurred in connection with the survey for services rendered by any Third Party;
  - (b) subject to this Clause, Aliant shall purchase from NP a forty percent (40%) interest in the Support Structures at forty percent (40%) of the Net Book Value of the Support Structures;
  - (c) NP shall transfer to Aliant, at no cost to Aliant, the proportionate right to bill and collect monies from Third Parties with respect to Attachments to the Support Structures;
  - (d) NP shall diligently make and pursue any necessary application to the Board for approval of the sale to Aliant of the Support Structures on the terms stated in this Article IX and shall use its best efforts to obtain the regulatory and other approvals and consents necessary on as timely a basis as is possible; and
  - (e) existing Support Structures shall continue to be covered by the provisions of this Agreement including the billing and payment provisions of this Agreement until either:
    - (i) the use of Support Structures has been discontinued by Aliant; or
    - (ii) a new revenue-neutral joint use agreement in relation to Support Structures, using the JUA as a model, is reached between the Parties.



**ARTICLE X**  
**IMPOSSIBILITY OF PERFORMANCE**

10.01 Where the performance by either of the Parties of any of their respective duties and obligations as contained in this Agreement shall to any extent be prevented, restricted, delayed, or interfered with by reason of any of the following:

- (a) war, revolution, civil commotion, riot, acts of public enemies, blockade or embargo, any strike, lockout or other labour difficulty or work stoppage, explosion, epidemic, fire, flood, freeze, severe winter conditions, ice blockage, Acts of God or order of any Governing Body having jurisdiction; or
- (b) the prohibition, restraint, restriction or prevention from installing, constructing or replacing Support Structures or for making available any portion of any such Support Structures by any statute, law, by-law, ordinance, regulation, judgment or by the property rights of Third Parties, or the removal or threat of removal of any Easement, right of way, servitude or other privilege;

the Party unable to perform its duties or obligations shall, on written notice to the other Party, be excused from the performance of the obligations but only to the extent of the period of the prevention, restriction, delay or interference. The provisions contained in this Article shall not apply to the obligations of the Party to pay the amounts required to be paid to the other Party in the manner and at the time provided in this Agreement. Notwithstanding the foregoing, Aliant shall not be liable to pay the Annual Rental Rate for a Support Structure for any period during which Aliant is prevented from using the Support Structure by reason of NP being unable to perform any of its obligations under this Agreement for any reason whatsoever. The Parties shall cooperate in making appropriate adjustments to rentals in this regard. Disputes in respect of the operation of this Clause shall be settled by arbitration as provided in Article XVII – Arbitration.

**ARTICLE XI**  
**ASSIGNMENT OF RIGHTS**

11.01 Except as provided in Article XII – Right of First Refusal, and Clause 11.04, neither Party shall assign or otherwise dispose of this Agreement, or its rights under this Agreement, without the written consent of the other Party, which consent shall not be unreasonably withheld.

11.02

- (a) Nothing in this Agreement shall prevent or limit the right of NP to mortgage any or all of its property, rights or privileges for supplemental financing under the Deed of Trust and Mortgage securing first mortgage bonds made between Newfoundland Light and Power Co. Limited and Montreal Trust Company bearing formal date of September 15, 1966, and NP shall ensure that the Trustee is aware of Aliant's interest pursuant to this Agreement in the assets to be used as security for the supplemental financing.
- (b) In the event that NP becomes aware of a circumstance that could cause a security holder to seek a remedy directly or indirectly affecting the Support Structures, NP shall provide written notice of this circumstance to Aliant as soon as is reasonably possible.
- (c) In the event that Aliant becomes aware of a circumstance that could cause a security holder to seek a remedy directly or indirectly affecting the Support Structures, whether as a result of the written notice of NP or otherwise, Aliant may, in its absolute discretion, take either or both of the following actions:
  - (i) give notice to terminate this Agreement; or
  - (ii) require that all outstanding amounts owed to Aliant pursuant to this Agreement and the Support Structures Purchase Agreement, whether by reason of the Purchase Price or otherwise, be immediately paid.
- (d) Other than as provided in this Clause 11.02, NP shall not encumber the Support Structures without the prior written consent of Aliant.

11.03 Except as provided in Clause 11.04, if shares of a Party are transferred by sale, assignment, operation of law or any other means so as to result in a change in the effective voting or other control of the Party, the change of control will be deemed an assignment of the Agreement and Clause 11.06 will apply. For the purposes of this Clause 11.03, control means:

- (a) the right to exercise a majority of the votes that may be voted at a general meeting of shareholders;
- (b) the right to elect or appoint, whether directly through the ownership of securities, or indirectly through a trust, agreement or other arrangement, a majority of the directors or other persons who have the right to manage or supervise the management of the affairs or business of the Party; or
- (c) the possession, directly or indirectly, of the power to direct or control the management and policies of the Party, whether through the ownership of voting securities, by control or otherwise.

11.04 Subject to Clause 11.05, change of control or assignment to an entity which is controlled, directly or indirectly by the Party or its parent corporation, or to a corporation that controls the Party, directly or indirectly, shall be permitted without the consent of the other Party. However, written notice of such change of control must be provided to the other Party as soon as possible, and in no event later than fifteen (15) days after the notifying Party becomes aware of such change of control.

11.05 Where either Party assigns any of its rights under this Agreement in whole or in part to any subsidiary, affiliate or holding company or as otherwise permitted under Clause 11.04, that Party shall remain bound by the obligations in this Agreement jointly and severally with the assignee, unless otherwise agreed between the Parties.

11.06 Where there is a change of control of a Party within the meaning of Clause 11.03, or where either Party violates Clause 11.01, the other Party may, in its discretion, elect to terminate this Agreement, and the provisions of Article 9.07 shall apply. The effective date of termination pursuant to this Clause 11.06 shall be the first January 1st following the change of control which is not less than six months later than the date of the change of control.

**ARTICLE XII**  
**RIGHT OF FIRST REFUSAL**

12.01

- (a) Notwithstanding the provisions of Article XI, in the event that NP is in receipt of a bona fide offer (the "Offer") from a Third Party (the "Offeree") for all or any portion of the Support Structures and NP is prepared to accept the Offer, NP shall promptly provide written notice of the Offer and a complete description of its terms to Aliant. If Aliant is not prepared to consent to the sale or transfer of the Support Structures as contemplated by the Offer, Aliant shall purchase all of the Support Structures that are the subject of the Offer. Aliant shall notify NP in writing of its decision with respect to the Offer within thirty (30) days of receiving the notice of the Offer from NP.
- (b) If Aliant exercises its right of first refusal under this Article:
  - (i) Aliant shall purchase the Support Structures in the Offer at Net Book Value;
  - (ii) NP shall transfer to Aliant all related Easements, licenses, permits, approvals, consents, certificates, registrations and authorizations, whether governmental, regulatory or otherwise, not jointly held by the Parties, along with all books, records, lists, material, data, manuals and files with respect to the Support Structures to be purchased by Aliant, at no cost to Aliant;
  - (iii) NP shall transfer to Aliant the right to bill and collect monies from Third Parties with respect to the Support Structures to be purchased by Aliant;
  - (iv) the closing date of the sale of the Support Structures to Aliant shall be within one hundred and eighty (180) days of the notification by Aliant that it will exercise its right to purchase the Support Structures or at such other time as the Parties may agree;
  - (v) the Support Structures shall continue to be covered by the provisions of this Agreement until the completion of the sale of the Support Structures; and
  - (vi) Aliant shall not sell or transfer, or agree to sell or transfer, either directly or indirectly, to the Offeree all or any of the Support Structures that are the subject of the right of first refusal for a period of twenty-four (24) months following the completion of the sale of the Support Structures to Aliant.

## 12.02

- (a) Upon being notified pursuant to Clause 12.01 (a) that Aliant is not prepared to consent to the sale or transfer of the Support Structures as contemplated by the Offer, NP shall diligently make and pursue any necessary application to the Board for approval of the sale to Aliant of the Support Structures that are the subject of the Offer on the terms stated in this Article XII, and shall use its best efforts to obtain the regulatory and other approvals and consents necessary on as timely a basis as is possible.
- (b) If Board approval is necessary for the sale from NP to Aliant and the Board refuses to grant NP the approval requested, NP shall not sell or transfer all or any portion of the Support Structures to the Offeree without the written consent of Aliant.

**ARTICLE XIII**  
**NOTICES**

13.01

- (a) (i) Any notice required to be given under this Agreement shall be in writing and shall be sufficiently given if sent by facsimile transmission or delivered by hand and addressed as follows:
  - (A) if to Aliant:  
 Aliant Telecom Inc.  
 Fort William Building  
 10 Factory Lane  
 P.O. Box 2110  
 St. John's, NF  
 A1C 5H6  
 Attention: Corporate Secretary or  
                   Assistant Corporate Secretary  
 Fax: (709) 739-2046
  - (B) if to NP:  
 Newfoundland Power Inc.  
 55 Kenmount Road  
 P.O. Box 8910  
 St. John's, NF  
 A1B 4B6  
 Attention: Corporate Secretary  
 Fax: (709) 737-5300
- (ii) A notice sent by facsimile transmission is deemed to have been given on the Business Day following the transmission of the communication.
- (iii) A notice delivered by hand is deemed to have been given on the date of actual delivery.
- (b) Notwithstanding Clause 13.01(a), where the notice is a notice of termination or default, it shall not be effective unless also given from the president of one Party to the president of the other Party.

13.02 Either Party may change its address for notice or the person designated to receive such notice by giving notice in writing of the change to the other Party.

**ARTICLE XIV**  
**INVOICES AND PAYMENTS**

- 14.01 The Annual Rental Fee shall be calculated in accordance with Article VI – RENTALS and shall be due and payable in equal consecutive monthly installments on the first of each month.
- 14.02 Subject to Clause 6.01(d), NP shall issue to Aliant monthly invoices for rentals in an amount equal to one-twelfth (1/12) of the Annual Rental Fee. The Annual Rental Fee shall become effective on:
- (a) the first day of the calendar year to which the rentals apply; or
  - (b) where the Rental Notification pursuant to Clause 6.01 is received by Aliant after the first day of April, as provided in Clause 6.01 (b).
- 14.03
- (a) Except as otherwise provided, accounts shall be deemed overdue if not paid within sixty (60) days after the receipt of an invoice.
  - (b) Subject to Clause 6.01(d), rental payments pursuant to Clause 6.01 shall be deemed overdue if not paid within thirty (30) days after the receipt of an invoice, except that no interest shall accrue on rental amounts invoiced on the basis of a Rental Notification until sixty (60) days following receipt by Aliant of the Rental Notification for the year in question.
  - (c) Interest is payable on overdue accounts at a monthly rate of one-twelfth (1/12) of the annual rate determined as the lowest current prime commercial lending rate during that month at the Bank of Montreal plus one percent (1%), and shall be compounded at the monthly rate for each month or part month the account remains overdue.
  - (d) In the event that Aliant receives the Rental Notification after the first day of April, the date after which Aliant is obliged to pay interest shall be extended by the number of days after the first day of April that Aliant received the Rental Notification.
  - (e) Notwithstanding any provision of this Agreement, neither Party shall be required to pay interest on amounts due pursuant to this Agreement during the period between the Effective Date and the date of closing of the transaction contemplated by the Support Structures Purchase Agreement.

14.04 Subject to this Agreement, Aliant shall make monthly payments to NP as reflected in the most recent monthly invoice provided by NP in accordance with Clause 14.02. When the Rental Notification is received by Aliant on or before the first day of April, and the rental charges have increased, NP shall issue an invoice for the difference between the total of the monthly payments already due in respect of the months from January to March and the total of the applicable monthly amounts payable in accordance with the re-calculated Annual Rental Fee in respect of the months from January to March for the year in question.

14.05

- (a) Upon completion of work performed by NP, the expense of which is to be borne wholly or in part by Aliant, NP shall deliver to Aliant an invoice showing the work completed and an itemized list of labour, materials and other expenses. In the event that a project is not completed within thirty (30) days, progress billing indicating work completed may be rendered monthly.
- (b) Upon completion of work performed by Aliant, the expense of which is to be borne wholly or in part by NP, Aliant shall deliver to NP an invoice showing the work completed and an itemized list of labour, materials and other expenses. In the event that a project is not completed within thirty (30) days, progress billing indicating work completed may be rendered monthly.

14.06

- (a) Failure by Aliant to make any payment required under this Article XIV within sixty (60) days after receipt of an invoice shall, at the election of NP, constitute a default under this Agreement for the purposes of Clause 9.01.
- (b) Failure by NP to make any payment required under this Article XIV within sixty (60) days after receipt of an invoice shall, at the election of Aliant, constitute a default under this Agreement for the purposes of Clause 9.01.

14.07 Where any payment due by one Party under this Agreement is received by the other Party more than sixty (60) days after its due date as a result of a matter of being referred to arbitration, the requirement to pay any interest shall be determined in the arbitration.

14.08 NP shall provide to Aliant a monthly statement of account, detailing all invoiced amounts and interest, together with invoice numbers, and payments made by Aliant, for the month in question.



- 14.09 Where, under this Agreement, it is considered advisable by agreement of both Parties, in the interest of economy, to use unit charges as representing the cost of certain operations in lieu of actual costs, nothing in the foregoing terms of this Article XIV shall preclude that practice.
- 14.10 Aliant shall have the right to set off against any monies due and owing to NP under this Agreement the amount of any payment due and owing by NP to Aliant pursuant to Article IV of the Support Structures Purchase Agreement.
- 14.11 All invoices issued in accordance with this Agreement shall specify the amount of Harmonized Sales Tax or similar applicable taxes payable, if any.

**ARTICLE XV**  
**WAIVER OF TERMS OR CONDITIONS**

- 15.01 No amendments or waiver of any terms or conditions of this Agreement shall be binding on the Parties unless consented to in writing by the Parties. No waiver of any term or condition of this Agreement shall constitute a waiver of any other term or condition, nor shall any waiver constitute a continuing waiver unless otherwise provided or agreed.

**ARTICLE XVI**  
**PAYMENT OF TAXES**

- 16.01 NP shall be responsible for the payment of all taxes, rates, assessments and similar charges lawfully levied in respect of the Support Structures and associated interests in real property held either solely or jointly by NP (the "Base Rate"). Any increases to the Base Rate arising solely by virtue of the presence of Aliant's Attachments on Support Structures shall be paid by Aliant to NP within sixty (60) days of receipt by Aliant of an invoice detailing the increases to the Base Rate.

**ARTICLE XVII**  
**ARBITRATION**

17.01

- (a) Where any dispute or difference arises as to any matter or thing relating to or in respect of this Agreement, such dispute or difference shall be referred to arbitration in accordance with the provisions of the *Arbitration Act*, R.S.N., 1990, c. A-14, as amended, and shall be submitted to a sole arbitrator agreed upon between the Parties. The decision of the sole arbitrator shall be final and binding upon the Parties.
- (b) Where the Parties are unable to agree upon a sole arbitrator within seven (7) Business Days of one Party giving written notice to the other Party, the dispute or difference shall be referred to three (3) arbitrators. One (1) arbitrator shall be appointed by each Party, and the remaining arbitrator, who shall be chairman, shall be selected by the arbitrators appointed. The decision of any two (2) arbitrators shall be final and binding upon the Parties.
- (c) Except where the arbitrator determines that a different disposition is appropriate, the cost of arbitration of a matter referred to arbitration shall be borne equally by the Parties.
- (d) Time is of the essence in respect of this Agreement, and any matter referred to arbitration in accordance with this Agreement shall be determined and adjudicated upon as soon as is reasonably possible.

**ARTICLE XVIII**  
**TERM OF AGREEMENT**

18.01 Except as otherwise provided in this Agreement, this Agreement shall continue in force for the period from January 1, 2001 to December 31, 2010 and shall not be terminable during that period.

18.02

- (a) Following the expiration of any term of this Agreement, this Agreement shall continue in force for a further ten (10) year renewal term, upon the same terms and conditions as the previous term or upon such other terms and conditions as the Parties may agree, unless written notice of either an intention not to renew the Agreement or an intention to renew the Agreement for a different term or upon different terms and conditions is given by either Party to the other Party, no later than six (6) months before the expiration of the term of the Agreement.
- (b) Notwithstanding the foregoing, the Annual Rental Rate for the initial year of a renewal term shall be re-calculated using the same methodology used to calculate the Annual Rental Rate for the previous term of this Agreement (embedded cost per Pole times carrying charge) except that the re-calculated rate shall be adjusted to reflect a notional allocation of Third Party revenues on the basis of a ratio of sixty-two point five per cent (62.5%) for Aliant and thirty-seven point five per cent (37.5%) for NP, provided that the Annual Rental Rate so calculated shall not be greater than the rate derived from using the Annual Rental Rate in effect in year one of the previous term of the Agreement, inflated annually over the previous term by sixty per cent (60%) of GDPPI.

18.03 Following the initial recalculation of the Annual Rental Rate for the first year of any renewal term of this Agreement, the Annual Rental Rate shall be inflated at fifty per cent (50%) of GDPPI for all subsequent years of the renewal term. If GDPPI in any given year is less than zero (0), it shall be deemed to be zero (0) for the purposes of calculating the Annual Rental Rate.

- 18.04 Upon any renewal of this Agreement, either Party may, by written notice to the other Party no later than six (6) months before the expiration of the current term of the Agreement, require confirmation of the number of Support Structures and the number of Attachments of Aliant. In the absence of agreement between the Parties as to the appropriate methodology to obtain this confirmation, the Parties shall participate equally in the completion of a pole count survey and shall share equally in any expenses reasonably incurred in connection with the survey for services rendered by any Third Party.
- 18.05 All other terms of this Agreement shall apply to any renewal unless otherwise agreed upon by the Parties.
- 18.06 In the event that either Aliant or NP elects not to renew this Agreement after the initial term or any subsequent renewal term pursuant to Clause 18.02, the termination provisions in Clause 9.07 shall apply.

**ARTICLE XIX**  
**REGULATORY IMPACT**

19.01 The Parties recognize that Aliant is subject to regulation by the CRTC. Aliant shall provide notice to NP, as soon as possible, of any regulatory hearing scheduled by the CRTC which involves consideration of any term of this Agreement. Subject to Clause 19.03, where the CRTC makes an order affecting any term of this Agreement, this Agreement shall be deemed to be modified to comply with such order.

19.02 The Parties recognize that NP is subject to regulation by the Board. NP shall provide notice to Aliant, as soon as possible, of any regulatory hearing scheduled by the Board which involves consideration of any term of this Agreement. Subject to clause 19.03, where the Board makes an order affecting any term of this Agreement, this Agreement shall be deemed to be modified to comply with such order.

19.03 Where an order of the Board or the CRTC shall result in a modification of any term of this Agreement and the modification affects either:

- (a) Article V - Division of Costs;
- (b) Article VI - Rentals; or
- (c) the Support Structures Purchase Agreement;

the Party directly subject to the order of the Governing Body (the "First Party") shall provide written notice of the order to the other Party (the "Second Party") within fifteen (15) days of the filing of the written order. The Second Party shall have the discretion, subject to Clause 19.05, to terminate this Agreement immediately by written notice of termination to the First Party.

19.04 The exercise of the right of termination pursuant to Clause 19.03 may be made by written notice by the Second Party to the First Party within six (6) months from the date when the Second Party became aware of the order, whether as a result of the written notice of the First Party or otherwise. Failure by the Second Party to provide written notice to the First Party within the specified time shall result in the loss of the right to terminate this Agreement pursuant to this Article XIX.

19.05

- (a) The right of termination pursuant to Clause 19.03 may only be exercised in the event that the Second Party has suffered an alteration in its overall position

greater than Five hundred thousand dollars (\$500,000.00) per annum, over the remainder of the term of this Agreement.

- (b) For the purpose of this Article XIX - Regulatory Impact, the alteration in a Party's overall position for a year shall be the difference between:
  - (i) the Annual Rental Fee payable to NP by Aliant for that year as determined as if the order had not been made; and
  - (ii) the Annual Rental Fee payable to NP by Aliant for that year as determined in compliance with the order.



**ARTICLE XX**  
**NON-COMPETITION**

20.01

- (a) Subject to this Agreement, during the Closed Period, NP shall not, either individually, in partnership or jointly with any person, firm, association, corporation or any other entity, as principal or agent, investor or partner, or in any other manner, directly or indirectly, carry on, be engaged in, have a financial interest in, or give preferential treatment to any entity in the business of providing telecommunications on the island of Newfoundland in direct competition with Aliant, or its successors and permitted assigns. For greater certainty, neither the provision of support structure services to Third Parties as contemplated by this Agreement nor the use of NP's electrical system by NP or others for the transmission of telecommunications signals shall be considered to be competition with Aliant for the purposes of this Article.
- (b) During the Closed Period, Aliant shall not, either individually, in partnership or jointly, with any person, firm, association, corporation or any other entity, as principal or agent, investor or partner, directly or indirectly, carry on, be engaged in, have a financial interest in, or give preferential treatment to any entity in the business of providing electrical power on the island of Newfoundland in direct competition with NP, or its successors and assigns. For greater certainty, neither the provision of telecommunications to Third Parties nor the sale of utility poles to Third Parties pursuant to contractual obligations existing as of the Effective Date, including the negotiated settlement of such contractual obligations upon reasonable terms, shall be considered to be competition with NP for the purposes of this Article.
- (c) For the purposes of this Article, the "Closed Period" shall be defined as the five-year period commencing with the date of execution of this Agreement.

**ARTICLE XXI**  
**GENERAL PROVISIONS**

21.01 This Agreement shall enure to the benefit of and shall be binding upon the successors and, subject to Article XI - Assignment of Rights, upon the permitted assigns of the Parties.

21.02

- (a) In this Agreement and in the Administrative Practices, the words "Article" and "Clause" shall refer to the specific portions of the Agreement itself, and the word "Section" shall refer to the specific portions of the Administrative Practices.
- (b) The headings used in this Agreement and in the Administrative Practices are for information purposes only and shall not be construed as part of this Agreement.

21.03 The Administrative Practices shall be read in conjunction with each of the Articles contained in this Agreement, provided that in the event of a conflict between any Article and the Administrative Practices, the Article shall prevail. Any additions or amendments to the Administrative Practices shall be subject to the approval of the Parties as outlined in the Administrative Practices and shall have effect from the date specified in the written approval.

21.04 Unless otherwise indicated, all dollar amounts in this Agreement are expressed in Canadian funds.

21.05 The division of this Agreement into Articles, Sections and Sub-Sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

21.06 In this Agreement, words importing the singular number only shall include the plural and vice versa, words importing gender shall include both genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities of any kind whatsoever.

21.07 This Agreement and the Support Structures Purchase Agreement constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement and supercedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations,

warranties or other provisions, expressed or implied, collateral, statutory or otherwise, relating to the subject matter of this Agreement except as provided in this Agreement and the Support Structures Purchase Agreement.

21.08 Time shall be of the essence of this Agreement.

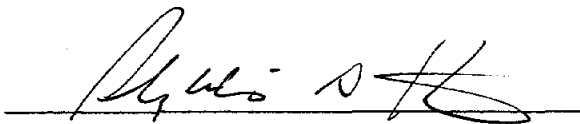
21.09 This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the Parties shall be governed by, the laws of the Province of Newfoundland and the applicable federal laws of Canada, and each Party irrevocably submits to the jurisdiction of the Courts of the Province.

21.10 If any provision of this Agreement is determined by a Court of competent jurisdiction to be invalid, illegal or unenforceable in any respect, such determination shall not impair or affect the validity, legality or enforceability of the remaining provisions of this Agreement, and each provision is declared to be separate, severable and distinct.

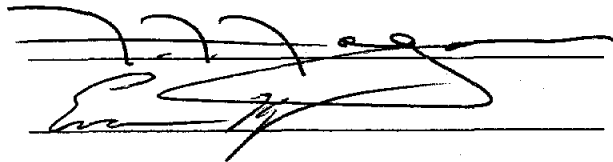
This Agreement may be executed in counterparts, each of which shall constitute an original and all of which taken together shall constitute one and the same instrument.

IN WITNESS WHEREOF the Parties have caused these presents to be executed in duplicate and their corporate seals to be affixed this 13<sup>th</sup> day of September, 2001, attested by the signatures of their respective officers duly authorized in that behalf.

THE CORPORATE SEAL of Aliant  
Telecom Inc. was  
affixed in the presence of:



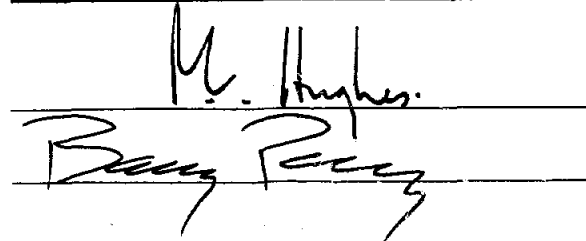
ALIANTELECOM INC.



THE CORPORATE SEAL of Newfoundland  
Power Inc. was affixed in  
the presence of:



NEWFOUNDLAND POWER INC.



## **SCHEDULE "A"**

### **JOINT USE ADMINISTRATIVE PRACTICES**

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## **SCHEDULE "A"**

### **JOINT USE FACILITIES PARTNERSHIP AGREEMENT ADMINISTRATIVE PRACTICES**

#### **SECTION 1 - GENERAL**

##### **1.01 Introduction**

These Joint Use Administrative Practices ("JUAP") form part of the Joint Use Facilities Partnership Agreement (the "JUFPA") and contain policies, price schedules, forms, procedures and specifications essential to the detailed administration and operation of the JUFPA. The success of the JUFPA is dependent on a good relationship between the Parties at all levels. This can only be achieved if each Party carries out the intent of the JUFPA, co-ordinates its work to meet the time schedules outlined and gives work on Support Structures a high priority.

##### **1.02 Transmission Line Poles**

Transmission Line Poles are not part of the JUFPA and NP is not obligated to permit Attachment. In the event that Transmission Line Poles are used as crossing poles by Aliant, the Parties agree that:

###### **(a) New Joint Use Crossing Beneath Transmission Lines**

Where construction of new Joint Use Support Structures involves crossing under a Transmission Line, an analysis of the practicality and cost between raising Transmission Line structure(s) and going underground will be made by the Parties. If the Parties determine that the Transmission Line structure(s) should be raised, then both Parties will share the cost equally, as they would for an underground duct bank.

###### **(b) Upgrading of Existing Transmission Line Structures for Additional Aliant Clearance.**

Where NP agrees to upgrade existing Transmission Line structures to provide additional clearances required by Aliant, then the work will be carried out by NP and the cost shall be paid by Aliant.

##### **1.03 Circuit Limitations**

These Practices are in accordance with the requirements for Joint Use involving supply circuits operating at a voltage of 25 KV or less phase to phase. In general, Joint Use involving supply circuits exceeding 25 KV phase to phase will not be permitted.

#### **1.04 Voltage Conversion Co-ordination**

Communication circuit requirements or protection and grounding vary with certain primary voltages and systems. NP shall give Aliant a minimum of sixty (60) days prior written notice of a proposed change in primary voltage or system.

#### **1.05 Prior Notification of Work on Joint Use Support Structures**

For safety of personnel and security of service, when personnel or contractors of Aliant are tree trimming or performing other activities along existing power lines where workers may come within close proximity of energized power circuits operating at voltages above 750 volts to ground as stipulated in the Occupation Health and Safety Regulations, Aliant must notify NP's personnel daily before and after any work is performed. Notwithstanding the provisions of ARTICLE XIII - NOTICES of the JUFPA, such notification need not be written notice. Before work begins for the day, Aliant's representative shall notify NP's representative who shall ensure that a Protection Guarantee is established before Aliant starts work. A NP representative shall obtain and hold the appropriate Protection Guarantee in accordance with NP's Standard Protection Code. When work is finished for the day, Aliant's representative shall notify NP's representative who shall ensure that the Protection Guarantee is released. The costs for having a Protection Guarantee established and released shall be borne by NP unless the Protection Guarantee is requested by Aliant or required as a result of work being performed by Aliant on or near Joint Use Pole Lines, in which case Aliant shall bear the cost of the Protection Guarantee.

#### **1.06 Information Respecting Electrical Faults**

Where Aliant encounters difficulties which may be attributable to an electrical fault, it may request in writing a listing of electrical faults recorded by NP, and NP will provide a written listing to Aliant within thirty (30) days of the request.

## **SECTION 2 – SUPPORT STRUCTURES COMMITTEE**

### **2.01 Responsibilities**

The Parties and 11003 Newfoundland Inc. ("11003") shall establish and maintain a liaison committee to be known as the Support Structures Committee consisting of four members, of which Aliant shall appoint two members and NP and 11003 shall each appoint a member, and the Support Structures Committee shall:

- (a) promote and co-ordinate the planning, design, installation and maintenance of support structures;
- (b) promote and co-ordinate the planning, design, acquisition and maintenance of easements, rights of way, consents of Governing Bodies and other rights giving ingress to or egress from the attachments and support structures;
- (c) co-operate in the planning, design and management of the appropriate use of the Communication Space;
- (d) consider all matters respecting support structures and negotiate transactions respecting the institution, continuance or discontinuance of particular support structures, however each Party and 11003 may make its own decisions in accordance with Section 11 - TERMINATION OF JOINT USE ;
- (e) negotiate all questions and problems which come under dispute regarding support structures and the JUAP and Non Joint Use Administrative Practices ("NJUAP");
- (f) initiate such studies, audits, surveys, samples and other activities as may be necessary to formulate, revise and amend the JUAP and NJUAP;
- (g) initiate annual reviews and modifications as required, to the JUAP and NJUAP for the construction, management, preservation and use of support structures and the rentals and payments to be made in respect thereof; and
- (h) do such other things as are necessary and advisable to carry out the terms and conditions of the JUFPA and the JUAP and NJUAP.

### **2.02 Composition**

- (a) Each Party and 11003 shall notify the others in writing of the names of its Support Structures Committee members and of any changes made from time to time.

- (b) Each Party may substitute a representative for a Support Structures Committee member for the purpose of attending a Support Structures Committee meeting.
- (c) Additional personnel may be utilized from time to time to assist the Support Structures Committee.
- (d) Working committees may be established by the Support Structures Committee to act as a task force on special problems.

#### **2.03 Frequency of Meetings**

Meetings of the Support Structures Committee shall be convened quarterly, however, any member may at any time request a meeting on short notice and without formality.

#### **2.04 Decisions**

No decision or recommendation, including the amendment of the JUAP and NJUAP, shall be made unless there is unanimous agreement of all members of the Support Structures Committee.



### **SECTION 3 - PLANNING & CO-ORDINATION**

#### **3.01 Identification of Support Structures**

Each Party is responsible for planning its Support Structures requirements; however, the Parties shall identify and co-ordinate planning for all anticipated Support Structures requirements.

#### **3.02 Purpose of Planning**

No matter how comprehensive the planning effort may be, circumstances may dictate changes in plans or the identification of new requirements. The purpose of planning, however, is to stabilize this process as much as possible to promote sound long term decisions and ensure the orderly development of Support Structures.

#### **3.03 Planning Meetings**

Both Parties, through the Support Structures Committee, shall ensure that:

- (a) two formal joint meetings are held annually to review and update the construction program of each Party relative to proposed Support Structures;
- (b) the personnel of both Parties meet or contact one another as required on individual jobs as they are identified; and
- (c) before each Party approves its budget for the next budget year, it determines as near as possible by discussion with the other Party, the estimated cost of Support Structures to be constructed in that year for either Party.

#### **3.04 Unidentified Support Structures**

Both Parties recognize that it will not be possible to identify and document all Support Structures construction that will be necessary in the future, but as requirements for the construction of Support Structures become known to one Party, it shall immediately notify the other Party in writing and each Party should then organize its resources so as to have the capability of fulfilling its obligations under the JUFPA and the JUAP.

## **SECTION 4 – APPLICATIONS, PERMITS AND SUPPORT STRUCTURES WORK REQUESTS**

### **4.01 Initial Contact**

Where Aliant:

- (a) wishes to place Attachments on a Support Structure;
- (b) wishes to place additional Attachments, or upgrade existing Attachments on a Support Structure

an authorized representative of Aliant shall provide a Support Structures Work Request Form to an authorized representative of NP.

### **4.02 Exception to Procedure**

The procedures in this Section shall not be required where the additional Attachments or upgraded Attachments on a Support Structure would not significantly increase the loading on the Pole.

### **4.03 Application for Permit**

- (a) Where Aliant wishes to obtain a Permit for Attachments other than service wires, it shall apply by a Support Structures Work Request Form, together with a map or schematic layout showing the location of the proposed Attachments, the character of the proposed Attachments including the number and diameter of existing or proposed cable bundles and, where applicable, the existing span lengths.
- (b) Attachment of Aliant's service wires to Support Structures will not require a Permit.
- (c) In case of emergency, oral notification may be given and subsequently confirmed in writing.

### **4.04 Processing of Application from Aliant**

- (a) Where the Application is acceptable to NP with no or only minor additions and/or modifications, NP shall, within the time frames stipulated in Table 4.04a, return an approved copy of the Support Structures Work Request Form to Aliant indicating that the Support Structures are suitable for the proposed Attachments. The approved Support Structures Work Request Form shall then constitute a Permit giving Aliant

the right to use the space for Attachments of the character specified in the Support Structures Work Request Form.

**Table 4.04a**

<b>Scope of Project</b>	<b>Location</b>	<b>Time for return of Application</b>
1 to 10 Pole Attachments	Urban Centre	3 working days
11 to 50 Pole Attachments	Urban Centre	5 working days
1 to 10 Pole Attachments	Rural Centre	5 working days
11 to 50 Pole Attachments	Rural Centre	10 working days
Greater than 50 Pole Attachments	Rural or Urban Centre	15 working days

- (b) Where Aliant makes Application for additional Attachments and the existing Support Structure is unsuitable for the proposed Attachments, NP shall, within the times stipulated in Table 4.04b return a copy of the Support Structures Work Request Form to Aliant indicating that the Support Structure is unsuitable and indicating the additions and modifications that would be required to make the Support Structure acceptable for the proposed use.
- (c) For purposes of establishing return times for NP pursuant to Tables 4.04a and 4.04b, "Urban Centre" means an area within thirty (30) kilometres of NP's regional engineering offices in Stephenville, Corner Brook, Grand Falls, Gander, Clarendville, Salt Pond, Carbonear and St. John's or such other places as may be added or deleted as regional engineering offices by NP from time to time.

**Table 4.04b**

<b>Scope of Project</b>	<b>Location</b>	<b>Time for return of Application</b>
1 to 10 Pole Attachments	Urban Centre	5 working days
11 to 50 Pole Attachments	Urban Centre	10 working days
1 to 10 Pole Attachments	Rural Centre	10 working days
11 to 50 Pole Attachments	Rural Centre	15 working days
Greater than 50 Pole Attachments	Rural or Urban Centre	20 working days

#### **4.05 Request for Third Party Attachments to Support Structures**

##### **(a) Third Party Support Structure Requests Authorized By NP**

Where a Third Party requests to attach to the Support Structures, NP's representative shall complete a Support Structures Work Request Form on behalf of the Third Party and forward the same to Aliant. Notwithstanding the above, a Support Structures Work Request Form shall not be required for:

- (i) attachment of subscriber drop wires;
- (ii) Transfer of Attachments to Replacement Poles;
- (iii) attachment to Support Structures required for new extensions. On new construction Third Party Attachments shall be placed at the top of the Communication Space as per SECTION 16 - CONSTRUCTION PRACTICES unless otherwise requested or agreed to by Aliant; and
- (iv) attachment to Non Joint Use Poles where only NP has Attachments. On these Non Joint Use Poles the Third Party Attachments shall be placed at the top of the Communication Space as per SECTION 16 - CONSTRUCTION PRACTICES unless otherwise requested or agreed to by Aliant.

(b) **Third Party Support Structure Requests Authorized By Aliant**

- (i) Where a Third Party requests to attach to existing Support Structures other than those in Section 4.05 (a), NP's representative shall complete a Support Structures Work Request Form on behalf of the Third Party and forward same to Aliant.
- (ii) Where the Application covered by the Support Structures Work Request Form is acceptable to Aliant with no or only minor additions and/or modifications, Aliant shall, within the time frames stipulated in Table 4.04a, return an approved copy of the Support Structures Work Request Form to NP indicating that the Support Structures are suitable for the proposed Attachments. The approved Support Structures Work Request Form shall then constitute a Permit giving NP the right to authorize use of the space by the Third Party for Attachments of the character specified on the Support Structures Work Request Form.
- (iii) Where the existing Support Structures are unsuitable for the proposed Attachments covered by the Support Structures Work Request Form, Aliant shall, within the time frames stipulated in Table 4.04b, return a copy of the Support Structures Work Request Form to NP indicating that the Support Structures are unsuitable and indicating the Make-Ready Work that would be required, and the associated costs of work required by Aliant, to make the Support Structures acceptable for the proposed use.
- (iv) For purposes of establishing return times for Aliant pursuant to Tables 4.04a and 4.04b, "Urban Centre" means an area within thirty (30) kilometres of Aliant's regional engineering offices in Corner Brook, Grand Falls, Gander, Bay Roberts and St. John's or such other places as may be added or deleted as regional engineering offices by Aliant from time to time.

(c) **Payment for Make-Ready Work**

- (i) NP shall pay Aliant for the estimated costs of Make-Ready Work requested by a Third Party prior to the commencement of the work, and NP shall make its own arrangements for the recovery of such costs.
- (ii) In these Administrative Practices, "Make-Ready Work" means all the work required by either Party to prepare existing Support Structures for the installation of new Attachments of either Party or a Third Party.

(d) **Make-Ready Work**

Aliant shall use Table 4.06(a)(ii) as a guideline for the completion of Make-Ready Work as requested by Third Parties.

**4.06 Guideline for Completion of Support Structures Work Requested by Aliant**

The following tables 4.06(a)(i) and 4.06(a)(ii) shall be used as a guideline for completion of Support Structures work requested by Aliant. Table 4.06(a)(i) pertains to the installation of new Poles for the proposed Attachments of Aliant. Table 4.06(a)(ii) pertains to Make-Ready Work required of NP to accommodate the proposed Attachments of Aliant on existing Poles. The time stipulated is from initial notification by a representative of Aliant using the Support Structures Work Request Form as provided in Section 14 – SUPPORT STRUCTURES WORK REQUEST FORM up to notification of project completion by a representative of NP of the work contemplated using the Support Structures Work Request Form.

**Table 4.06(a)(i) – Guideline for Pole Installations**

<b>Scope of Project</b>	<b>Time for Completion</b>
Service Poles	5 Working Days
1 - 10 Poles	15 Working Days
11 - 20 Poles	20 Working Days
21 - 50 Poles	25 Working Days
51 - 100 Poles	40 Working Days
101 – 200 Poles	60 Working Days
Greater than 200 Poles	80 Working Days

**Table 4.06(a)(ii) – Guideline for Make-Ready Work**

<b>Scope of Project</b>	<b>Time for Completion</b>
1 - 3 Poles	5 Working Days
4 - 10 Poles	10 Working Days
11 - 20 Poles	15 Working Days
21 - 50 Poles	20 Working Days
100 Poles	25 Working Days
Greater than 100 Poles	To be negotiated

NP will make every effort to complete the Support Structures work requests within the time specified. However, should there be a delay caused by Governing Bodies or property owners or other matters beyond the reasonable control of NP, both Parties will work together to reduce the delay. In circumstances where NP cannot meet the guidelines set out in Table 4.06(a)(i), and Aliant is able to meet such guidelines, Aliant may perform the engineering work using its own resources, including the acquisition of any necessary rights of way, such work to be performed at the expense of NP at a rate equal to NP's current charge out rate for engineering services from time to time. Upon receipt of the engineering design from Aliant, NP shall use its best efforts to ensure that completion of the work is expedited by NP's Pole placement contractors.

## **SECTION 5 - ESTABLISHING JOINT USE OF EXISTING SUPPORT STRUCTURES**

### **5.01 Replacement of Poles, Pole Units or Support Structures**

Where there is replacement of Poles, Pole Units or Support Structures, NP shall make any other necessary changes, including Line Clearing in the Pole Line containing the Support Structures, as may be necessary to meet the requirements of SECTION 16 - CONSTRUCTION PRACTICES.

### **5.02 Replacement of Support Structures for Aliant's Attachments**

Where Support Structures brought into Joint Use are not suitable, as provided in SECTION 16 - CONSTRUCTION PRACTICES, for the proposed Attachments of Aliant, and NP replaces the Support Structures, the costs involved in Transferring, Rearranging or removing the Attachments of both Parties shall be paid by Aliant as provided in SECTION 8 - TRANSFER COSTS. Aliant shall also pay to NP the Sacrificed Value for each Support Structure replaced by NP for which Aliant is required by SECTION 8 - TRANSFER COSTS to pay Transfer costs.

### **5.03 Replacement of Support Structures for NP's Attachments**

Where Support Structures brought into Joint Use are not suitable, as provided in SECTION 16 - CONSTRUCTION PRACTICES, for the proposed Attachments of NP, and NP replaces the Support Structures, the costs involved in Transferring, Rearranging or removing the Attachments of both Parties shall be paid by NP as provided in SECTION 8 - TRANSFER COSTS.

### **5.04 Additional Pole Units in Existing Pole Lines**

- (a) Where a Party requires the installation of an additional Pole Unit in an existing Pole Line, that Party must forward a completed Support Structures Work Request Form to the other Party, and:
  - (i) where one Party requires the installation of an additional Pole Unit in an existing Pole Line and the other Party does not require the additional Pole Unit, NP will install the Pole Unit and the Party requiring the additional Pole Unit will pay the costs of placing the Attachments of both Parties; and
  - (ii) where both Parties require the installation of an additional Pole Unit in an existing Pole Line, NP shall install the Pole Unit and each Party shall bear its own costs of placing the Attachments.



- (b) In this Section 5.04, an "additional Pole Unit" includes a mid-span Pole Unit if required in a span length between two Pole Units that exceeds 61 metres.
- (c) The Party who did not request the additional Pole Unit is expected to use reasonable engineering judgment in assessing whether it will derive a benefit from the additional Pole Unit. If such Party will derive a benefit from the additional Pole Unit, the Parties shall bear their own costs of attaching to the Pole Unit.

#### **5.05 Requirements for Additional Anchors and Guys**

Where the Attachments of Aliant require the placing of additional Anchors and Guys:

- (a) Aliant shall place the additional Guys and bear its own costs; and
- (b) NP shall place the additional Anchors; and
  - (i) On Non Joint Use Pole Lines built prior to January 1, 2001, Aliant shall bear the associated costs; and
  - (ii) On Non Joint Use Pole Lines built on or after January 1, 2001, NP shall bear the associated costs.

#### **5.06 Installing and Modifying Attachments**

- (a) Other than the initial messenger strand and associated Guys, which will be supplied and installed by NP in accordance with Section 6.03, each Party shall supply and install, Transfer, Rearrange and remove its own Attachments on the Poles, including any special equipment such as protection, special crossarms, Guys or other types of construction required to sustain unbalanced loads due to its Attachments. Each Party shall perform such work promptly and in such a manner as not to interfere with the service of the other Party and at all times in accordance with the provisions of these JUAP.
- (b) Aliant may place or make adjustments to Guys as may be necessary for Aliant's purposes from time to time, and shall advise NP of the placement or adjustment of Guys as soon as reasonably possible.
- (c) In the event that Aliant places Guys, Aliant shall, at the same time, also place necessary Guy guards as determined by Aliant and, once placed, the responsibility for the maintenance of the Guys and Guy guards shall vest in NP.

**5.07 Pole Top Extensions**

A Pole Top Extension may serve as an expedient in order to establish Joint Use on existing Pole Units where clearances cannot be met without replacing Poles or making other extensive Rearrangements of the Support Structures. It is not intended to be used as an alternative for selecting the correct length of Pole when designing new Support Structures. Where Pole Top Extensions are used, they shall be provided and installed by NP. The Party requiring the Pole Top Extension shall bear the cost. When the supporting Pole requires Replacement, the Pole Top Extension shall be removed by NP and the new Pole to be placed shall be of such dimensions as to provide the clearance as provided in SECTION 16 - CONSTRUCTION PRACTICES.

**5.08 Modifications to be Made Prior to Attaching**

Existing Support Structures shall conform to SECTION 16 - CONSTRUCTION PRACTICES, before either Party places new Attachments on a Pole Unit.

## **SECTION 6 – ESTABLISHING NEW SUPPORT STRUCTURES**

### **6.01 Co-ordination**

The construction of new Support Structures shall be co-ordinated between the Parties as specified in SECTION 3 – PLANNING AND COORDINATION to reach agreement concerning details of construction and proposed completion dates. Due regard shall be given to the service needs of the customers of the Parties. For the purpose of this section, new Support Structures include:

- (a) new Pole Lines;
- (b) extensions to existing Pole Lines;
- (c) major reconstruction of existing Pole Lines, e.g. due to deterioration or highway alteration; and
- (d) additional Poles for crossovers, guying, providing service, or as may be required by the Parties.

### **6.02 Construction of Support Structures**

NP shall design the Support Structures, obtain rights of way as provided in SECTION 13 – RIGHTS OF WAY, construct the Support Structures and do the necessary Line Clearing to make the Support Structures suitable for Joint Use, as provided in SECTION 16 – CONSTRUCTION PRACTICES. NP shall supply and install the Anchors required to withstand the combined guying needs of both Parties, even if more than one Anchor is required, and shall bear the associated costs. Each Party is responsible for making arrangements with its own customers for the billing and collection of any contributions in aid of construction to which it may be entitled.

### **6.03 Responsibility for Installing Attachments**

Subject to this Section 6.03, each Party shall supply and install, at its own expense, its own Attachments on new Support Structures, including any special equipment such as protectors, special crossarms and Guys or other types of construction required to sustain unbalanced loads due to its Attachments. Each Party shall perform such work promptly and in such a manner as not to interfere with the service of the other Party and at all times in accordance with these JUAP. Each Party will place its Attachments on new Support Structures as provided in SECTION 16 - CONSTRUCTION PRACTICES. Notwithstanding the foregoing, NP shall place at its own expense one new messenger strand per Pole Line and the Guys required by Aliant during the installation of new Poles, and NP shall consult with Aliant to determine its needs in this regard. Upon installation, ownership of the messenger strand shall transfer automatically to Aliant and ownership of Guys shall be with NP.

### **6.04 Pole Identification**

All new Poles are to be marked to show the date placed and shall be numbered as provided in SECTION 16 - CONSTRUCTION PRACTICES.

## **SECTION 7 - ADDING, CHANGING, REPLACING AND RELOCATING EXISTING SUPPORT STRUCTURES OR ATTACHMENTS**

### **7.01 Replacement of Poles, Pole Units or Support Structures**

Where there is Replacement of Poles, Pole Units or Support Structures, NP shall make any other necessary changes, including Line Clearing in the Pole Line containing the Support Structures, as may be necessary to meet the requirements of SECTION 16 - CONSTRUCTION PRACTICES.

### **7.02 Placement and Replacement of Support Structures on Aliant Tower Sites**

Except in cases of emergency, NP shall not, without the prior approval of Aliant, place or replace Support Structures within one hundred (100) metres of any telecommunications tower, tower anchor, or associated building at a telecommunications tower site owned by Aliant or used by Aliant in the transmission of telecommunications services.

### **7.03 Replacement of Joint Use Support Structures for Aliant's Additional Attachments**

Where Support Structures are not suitable, as provided in SECTION 16 - CONSTRUCTION PRACTICES, for the proposed additional Attachments of Aliant, and NP replaces the Support Structures, the costs involved in Transferring, Rearranging or removing the Attachments of both Parties shall be paid by Aliant as provided in SECTION 8 - TRANSFER COSTS. Aliant shall also pay to NP the Sacrificed Value for each Support Structure Replaced by NP for which Aliant is required by SECTION 8 - TRANSFER COSTS to pay Transfer costs.

### **7.04 Replacement of Joint Use Support Structures for NP's Additional Attachments**

Where Support Structures are not suitable, as provided in SECTION 16 - CONSTRUCTION PRACTICES, for the proposed additional Attachments of NP, and NP replaces the Support Structures, the costs involved in Transferring, Rearranging or removing the Attachments of both Parties shall be paid by NP as provided in SECTION 8 - TRANSFER COSTS.

#### **7.05 Additional Pole Units in Existing Joint Use Pole Lines**

- (a) Where a Party requires the installation of an additional Pole Unit in an existing Joint Use Pole Line, that Party must forward a completed Support Structures Work Request Form to the other Party, and;
  - (i) where one Party requires the installation of an additional Pole Unit in an existing Joint Use Pole Line and the other Party does not require the additional Pole Unit, NP will install the unit and the Party requiring the Additional Pole Unit will pay the costs of placing the Attachments of both Parties.
  - (ii) where both Parties require the installation of an additional Pole Unit in an existing Joint Use Pole Line, NP shall install the unit and each Party shall bear its own costs of placing the Attachments.
- (b) In this Section 7.05, an "additional Pole Unit" includes a mid-span Pole Unit if required in a span length between two Pole Units that exceeds 61 metres.
- (c) The Party who did not request the Pole Unit is expected to use reasonable engineering judgment in assessing whether it will derive a benefit from the additional Pole Unit, and if such Party will derive a benefit from the additional Pole Unit, the Parties shall bear their own costs of attaching to the Pole Unit.

#### **7.06 Replacement of Substandard Joint Use Poles**

Where Support Structures are not suitable, as provided in SECTION 16 - CONSTRUCTION PRACTICES, for the existing Attachments of either Party and the condition of the Support Structures presents a safety or service hazard, NP shall replace the Support Structures and each Party shall bear its own Transfer costs.

#### **7.07 Replacement of Damaged Poles or Poles at the End of their Useful Life**

Where a Support Structure is suitable, as provided in SECTION 16 - CONSTRUCTION PRACTICES, for the existing Attachments of Aliant but requires replacement solely as a result of having reached the end of its useful life or as a result of being damaged by an external force, NP shall replace the Support Structure at its own cost. The cost of Transferring Attachments will be as provided in SECTION – 8 TRANSFER COSTS.

#### **7.08 Replacement of Transformer Poles**

For transformers placed on or subsequent to January 1, 1988, in cases where it can be reasonably established that the transformer was placed subsequent to the attachment of the initial communications cable, and the transformer interferes with the Communications Space, and it is not feasible to relocate the transformer or for Aliant to place its proposed Attachments on the opposite side of the Pole, then NP will replace the Pole to accommodate the proposed Attachments of Aliant and NP will bear the Transfer costs of the Parties.

#### **7.09 Replacement of Specific Poles**

Where a Pole carrying certain Attachments including but not limited to distribution terminals, load coils, repeaters, cross boxes, air dryers, terminals of aerial cable, transformers and underground cables, or where a Pole is located at such locations including but not limited to dead ends, corners, and junctions, and the Pole is to be Replaced, NP shall co-ordinate with Aliant to place the new Pole in a mutually acceptable location to accommodate the Attachments of both Parties.

#### **7.10 Transferring and Rearranging Attachments**

Where NP Replaces or relocates a Pole Unit and it is necessary for Aliant to replace, Transfer or Rearrange its Attachments, NP shall issue a Support Structures Work Request Form. In case of emergency, oral notice may be given and subsequently confirmed in writing. Upon receipt of the Support Structures Work Request Form, each Party will Transfer or Rearrange its Attachments according to the following rules:

- (a) transfers during emergency - Attachments are to be Transferred or Rearranged immediately after the Pole Replacement or relocation;
- (b) transfers affecting service - Attachments are to be Transferred or Rearranged within thirty (30) days after the Pole Replacement or relocation; and
- (c) transfers not affecting service - Attachments are to be Transferred or Rearranged as soon as is reasonably practical, but in any event within one hundred and eighty (180) days after the replacement or relocation.

### **7.11 Placement of New Attachments**

- (a) Where Aliant places new Attachments on existing Pole Units, such new Attachments shall, when practical, be located on the same side of the Support Structure, preferably on the street side to allow one side free from obstructions.
- (b) In circumstances where a Pole would otherwise need to be Replaced, or where major Rearrangement of the Attachments on the Pole would be required, Aliant may attach to both sides of the Pole, subject to the prior consent of NP, which consent shall not be unreasonably withheld.

### **7.12 Modifications to be Made Prior to Additional Joint Use**

Existing Support Structures shall conform to SECTION 16 - CONSTRUCTION PRACTICES, before either Party places additional Attachments on a Pole Unit.

### **7.13 Requirements for Additional Anchors and Guys**

Where new Attachments of Aliant on Support Structures require the placing of additional Anchors and Guys:

- (a) Aliant shall place the additional Guys and bear the associated costs; and
- (b) NP shall place the additional Anchors, and:
  - (i) on Joint Use Pole Lines built prior to January 1, 1988, Aliant shall bear the associated cost; and
  - (ii) on Joint Use Pole Lines built on or after January 1, 1988, NP shall bear the associated cost.

### **7.14 Requirements of Governing Bodies or Property Owners**

- (a) Where a Governing Body or property owner acting within the scope of its authority renders necessary or desirable the relocating, removing or replacing of a Support Structure or the Transferring or Rearranging of Attachments thereon, each Party shall notify the other Party of such requirement without delay and the date on which the required work is to be done.



- (b) Where the Governing Body or property owner is to bear all or part of the cost of the work, NP shall make arrangements with the Governing Body or property owner for the billing and collection of the costs of both Parties which are payable by the Governing Body or property owner. Under this arrangement, NP shall reimburse Aliant for its costs that are payable by the Governing Body or property owner.
- (c) The City of St. John's and the Department of Works, Services and Transportation are special cases. In the case of relocations within the City of St. John's municipal boundaries and in cases involving the Department of Works, Services and Transportation, NP shall co-ordinate its work with Aliant with the intention that NP not frustrate Aliant's efforts to recover its reasonable costs. In these special cases, Aliant shall be responsible for recovering its costs.

## **SECTION 8 - TRANSFER COSTS**

### **8.01 Calculation of Transfer Costs**

Where one Party is required to pay the Transfer costs of the other Party, the amount payable shall be calculated by multiplying the actual costs of the Transfer by the appropriate cost factor set out in EXHIBIT "C" to SECTION 15 - PRICE SCHEDULES. This cost factor shall not apply to costs associated with Rearrangements.

### **8.02 Transfer Costs and the Replacement of Support Structures**

- (a) Except as expressly provided in these JUAP, where a Pole Unit is Replaced to accommodate the proposed or additional Attachments of a Party, that Party shall pay the Transfer costs of the other Party.
- (b) Where a Pole Unit is Replaced to accommodate the proposed or additional Attachments of a Party and the other Party performs an upgrade of its own service capability at the time of the Replacement of the Pole Unit, then each Party shall bear its own Transfer costs associated with that Pole Unit if the upgrade of the other Party's service capability would have required the Replacement of the Pole Unit in any event.
- (c) For purposes of Section 8.02 (b), the Replacement of a Pole which cannot accommodate a transformer with a longer Pole which can accommodate a transformer will be considered an upgrade of service capability where there is a reasonable indication that a transformer will be placed on the Replacement Pole within five (5) years of the date of Replacement.

### **8.03 Transfer of Attachments due to Routine Maintenance**

Where Transferring of Attachments is involved in the Replacement of Support Structures for reasons of routine maintenance, such as replacing deteriorated or damaged Poles, subject to the provisions contained in ARTICLE VIII - LIABILITIES & DAMAGES of the JUFPA, each Party shall bear the cost of Transferring its own Attachments. For greater clarity, Aliant and other Third Parties shall carry out the work and bear the cost of Transferring, Rearranging or removing Guys associated with the Communication Space.

#### **8.04 Transfer of Attachments due to Requirements of Governing Body**

Where a Governing Body or property owner acting within the scope of its authority renders necessary or desirable the Transfer, Rearrangement or removal of Attachments, each Party shall bear the cost of Transferring, Rearranging or removing its own Attachments. For greater clarity, Aliant and other Third Parties shall carry out the work and bear the cost of Transferring, Rearranging or removing Guys associated with the Communication Space.

#### **8.05 Transfer of Attachments due to Requirements of Third Parties**

Where the Transfer, Rearrangement or removal is required to accommodate the Attachments of Third Parties, NP shall bear the cost of Transferring, Rearranging or removing the Attachments of both Parties. However, Aliant shall carry out the work of Transferring, Rearranging or removing Guys associated with the Communication Space and the cost shall be borne by NP.

## **SECTION 9 –NP'S CONTROL CABLES IN THE COMMUNICATION SPACE**

### **9.01 Application**

This Section 9 applies to the planning, establishment and changing of Joint Use in circumstances involving Control Cables which are attached in the Communication Space. The other provisions of these JUAP apply to circumstances involving Control Cables outside the Communication Space. This Section 9 is not intended to limit NP's right to attach Control Cables on Joint Use Poles in the power space.

### **9.02 Control Cables on Poles without Aliant Attachments**

Where a Control Cable is attached to a Pole on which Aliant does not have Attachments but proposes to make Attachments, Aliant may relocate the Control Cable to the bottom of the Communication Space, provided that ground clearances required by the Control Cable can be maintained. The cost of Rearranging the Control Cable shall be borne by Aliant.

### **9.03 Control Cables on Existing Joint Use Poles**

NP may attach a Control Cable to an existing Joint Use Pole where the Communication Space can accommodate the Control Cable. The Control Cable shall be attached at the bottom of the Communication Space. Where Rearrangement of Aliant's Attachments are required to attach a Control Cable to a Joint Use Pole, the cost of such Rearrangement shall be borne by NP.

### **9.04 Joint Use Poles with Control Cables in the Communication Space**

Where it is necessary to Rearrange Attachments or Replace a Joint Use Pole Unit for proposed additional Attachments in the Communication Space and a Control Cable is attached in the Communication Space of the Pole Unit, and the proposed additional Attachments could have been made to the Pole in the absence of the Control Cable, each Party shall bear its own costs, including Transfer costs in so doing. The design of the Communication Space for the Replacement Pole shall not affect the obligation to pay Transfer costs as provided in this Section 9.04.

#### 9.05 **Control Cables on New Joint Use Poles**

Where NP plans to attach a Control Cable on new Joint Use Poles, the new Joint Use Poles shall be designed and constructed to accommodate the attachment of the Control Cable at the bottom of the Communication Space.

## **SECTION 10 - MAINTENANCE OF SUPPORT STRUCTURES AND ATTACHMENTS**

### **10.01 Maintenance of Support Structures**

NP shall maintain its Support Structures in a safe and serviceable condition in accordance with SECTION 16 – CONSTRUCTION PRACTICES and shall replace deteriorated or damaged Poles. Except as otherwise provided in these JUAP, the cost of maintaining and replacing deteriorated or damaged Support Structures shall be borne by NP. Transfer costs shall be paid as provided in SECTION 8 - TRANSFER COSTS.

### **10.02 Maintenance of Attachments**

Each Party shall at all times maintain at its expense all of its Attachments in accordance with SECTION 16 - CONSTRUCTION PRACTICES and shall keep them in safe condition and good repair. However, NP shall be responsible for maintenance of all Guys associated with the Support Structures. Maintenance includes, but is not limited to:

- (i) replacement of deteriorated or damaged Guys;
- (ii) addition or replacement of Guy guards; and
- (iii) replacement of Guys associated with the replacement or relocation of Anchors.

### **10.03 Maintenance of Rights of Way**

- (a) Any tree trimming and cutting necessary to maintain clearance requirements of either Party on existing Joint Use Pole Lines shall be performed by NP at its cost. This does not include any cutting that may be required by Aliant to access Pole Lines from time to time for installation and maintenance of Attachments as outlined in Section 13.04 – CLEARING OF RIGHTS OF WAY.
- (b) Before NP submits its plan for tree trimming and cutting for the next budget year, it will notify Aliant of the communities in which this work is planned. Aliant's requirements for tree trimming and cutting around existing communication cables shall be included with specifications provided to the contractor describing how this work is to be completed.

**SECTION 11 - TERMINATION OF JOINT USE****11.01 Termination of Joint Use by NP**

Where NP decides to remove its Attachments from a Support Structure, NP shall give notice to Aliant using the Support Structures Work Request Form. If Aliant continues to have its own Attachments on the Support Structure for a period of twelve (12) months following the date of removal by NP of its Attachments from the Support Structure, then for purposes of the JUFPA the Support Structure shall be deemed to be a Non Joint Use support structure and shall be sold to 11003 at the Structural Value of the Support Structure.

**11.02 Termination of Joint Use by Aliant**

Where Aliant desires, at any time, to discontinue the Joint Use of a Support Structure, it shall give notice to NP using the Support Structures Work Request Form. If NP continues to have its own Attachments on the Support Structure for a period of twelve (12) months following the date of the removal by Aliant of its Attachments, then for the purposes of the JUFPA and NJUFPA the Support Structure shall be deemed to be a Non Joint Use Support Structure.

## **SECTION 12 - HIERARCHY OF SIGNING AUTHORITY**

### **12.01 Transaction Approvals**

Transactions listed below require the signing authorities as shown:

<b>Transaction</b>	<b>Newfoundland Power</b>	<b>Aliant</b>
JUFPA Approval	President	President
Amendment of JUAP	Vice-President	Vice-President
Amendment of Construction Practices	Vice-President	Vice-President
Notice of Default	President	President
Support Structures Work Request Form	Engineering Tech	Engineering Tech
Termination of JUFPA	President	President

Transactions not specifically listed above may be approved by the signature of a single officer of NP and a single officer of Aliant.

### **12.02 Change of Authorities**

By written notice under the JUFPA, either Party may change their signing authorities as provided in Section 12.01.



## **SECTION 13 – RIGHTS OF WAY**

### **13.01 Rights of Way**

- (a) Where new Support Structures are proposed, NP shall obtain joint easements or joint rights of way. NP does not warrant to Aliant that any easement or right of way obtained by it is valid or sufficient for Aliant's purpose. It is understood that NP cannot guarantee that the easement grantor has the legal authority to grant the required easement. Each Party will be responsible for all of its own relocation costs if such easement or right of way is invalid.
- (b) Where only verbal permission for Support Structures can be obtained and relocation or removal is required, then each Party shall bear the associated cost of its own Attachment Transfers.
- (c) For existing rights of way and easements held by Aliant as of January 1, 2001, such rights of way and easements shall be transferred as necessary in order that such rights of way or easements be held jointly in the name of both NP and Aliant, in accordance with the JUFPA and these JUAP.
- (d) Where NP, using its best efforts, is unable to secure an easement for a Support Structure, then NP shall consult with Aliant to reach a mutually agreed decision on a course of action. When this situation occurs there are normally two alternatives available: both Parties may agree to construct the proposed Support Structure in an alternate location or both Parties may agree to construct the Support Structure with an alternate right of way such as one acquired by verbal permission, in which case both Parties would accept the risk that the Support Structure may have to be subsequently removed or replaced and both Parties would have to bear their own costs.
- (e) Where existing Non Joint Use Support Structures are to be brought under Joint Use, NP shall use commercially reasonable efforts to obtain such easements or rights of way as may be required, and shall bear the associated cost.

### **13.02 Easement Acquisitions**

All Support Structure easements or rights-of-way are to be acquired in accordance with the easement policy as outlined in Sections 13.01 and 13.05 and NP is responsible for obtaining such easements for the benefit of both Parties.

### **13.03 No Warranty for Use of NP's Rights of Way**

NP gives no warranty of permission from property owners, municipalities or Third Parties for the use by Aliant of the rights of way associated with Non Joint Use Poles occupied by NP as of January 1, 2001 when Aliant subsequently places Attachments on those Poles. If objection is made and NP, in consultation with Aliant, is unable to adjust the matter satisfactorily within one hundred and eighty (180) days, NP may then, by notice in writing at any time, require Aliant to remove its Attachments from the Support Structures involved, and Aliant shall, within one hundred and eighty (180) days after receipt of the notice, remove its Attachments from the Support Structures at its own expense. Nothing in this Section shall be deemed to confer on Aliant any authority to maintain its Attachments on NP's Support Structures for the period of one hundred and eighty (180) days or any portion thereof, or to otherwise infringe upon any legal rights of the property owners, municipalities or Third Parties.

### **13.04 Clearing of Rights of Way**

Where Aliant adds, Replaces, Transfers or Rearranges Attachments to existing Support Structures, Aliant shall be responsible for all Line Clearing and/or trimming necessitated by the addition, Replacement, Transfer or Rearrangement. At the request of Aliant, NP may carry out the required line clearing and/or trimming and Aliant shall bear the cost.

### **13.05 Right of Way Acquisition**

Unless otherwise stated in the JUFPA or these JUAP, all rights of way or easements required for the installation of Support Structures shall be obtained by NP in the name of both NP and Aliant, and as necessary, Aliant appoints NP its attorney for the purposes of such acquisition. The following procedures are to be followed when acquiring rights of way that are required for installation of Support Structures:

- (a) all rights of way shall be acquired by the acquisition of easement rights except where a licence is acquired or the fee simple title to the relevant property is purchased;
- (b) all right of way boundaries shall be adequately defined (i.e. referenced to landmarks, survey monuments or other acceptable survey markers or indicators) so as to provide for future boundary determination. While the location of Support Structures in relation to the right of way boundaries should be indicated, Support Structures should not be used as boundary references;
- (c) except as may be otherwise required under Section 4.06, all rights of way shall be obtained by NP prior to the installation of Support Structures;

- (d) where an easement is required but cannot be obtained by negotiation and no practical alternate route exists, the easement shall be acquired for the benefit of both Parties, when applicable, through the procedures outlined in the *Public Utilities (Acquisition of Lands) Act*, R.S.N. 1990, c. P-48 or the *Telecommunications Act*, S.C. 1993, c. 38. This procedure shall only be used as a last resort;
- (e) installation of Support Structures on property over which the property owners will only give written or verbal permission (i.e. no easement) shall be avoided whenever possible;
- (f) an easement shall not be required where the Support Structures are used only to service the particular property upon which they are installed. If there is a reasonable expectation that the Support Structures may be used to service adjacent properties, reasonable efforts to obtain an easement shall be made by NP, with adequate provision to extend the Support Structures to such adjacent properties;
- (g) where a right of way is required over Crown land, application shall be made a reasonable time before the anticipated construction start date. In determining a reasonable time, the Parties shall have reference to the practices of the appropriate government authority;
- (h) notwithstanding Section 13.01 of these JUAP, NP shall obtain all easements for Aliant in new subdivisions and similar planned developments including those required for buried plant;
- (i) all reasonable efforts shall be made to ensure that the name of the grantor(s) appearing on the right of way document reflects current ownership of the pertinent property; and
- (j) duly executed right of way documents shall be registered in the name of both NP and Aliant at the Registry of Deeds for Newfoundland as soon as practical and thereafter filed at the records office of each Party.

**SECTION 14 – SUPPORT STRUCTURES WORK REQUEST FORM****14.01 Support Structures Work Request Form**

This form shall be used by NP and Aliant and transmitted electronically, to:

- (a) request the placement or replacement of Support Structures;
- (b) obtain permission from NP to establish the Joint Use of support structures;
- (c) notify either Party of a cancellation of Joint Use of Support Structures;
- (d) request that the other Party Transfer its Attachments from an existing Support Structure to a Replacement Support Structure;
- (e) obtain permission from Aliant to place or Replace Support Structures within one hundred (100) metres of any telecommunications tower, tower anchor, or associated building at a telecommunications tower site owned by Aliant or used by Aliant in the transmission of telecommunications services;
- (f) request that NP perform miscellaneous work on Support Structures;
- (g) obtain permission from NP for the placement of Attachments on Non Joint Use support structures;
- (h) notify Aliant that NP intends to make Joint Use of an existing Non Joint Use pole unit, other than a Service Pole;
- (i) exchange information between the Parties regarding requests from Third Parties to attach to the Support Structure; and
- (j) for any other purpose as provided for in the JUFPA or these JUAP, or as subsequently agreed to between the Parties.

## **SECTION 15 - PRICE SCHEDULES**

### **15.01 Price Schedules**

Schedules for the Sacrificed Value of Poles and the Structural Value of Poles are included in these JUAP, and shall have the following purposes:

(a) **Sacrificed Value of Poles (EXHIBIT A)**

This Schedule covers the cost to be recovered by NP for Poles prematurely displaced to meet the requirements of Aliant. NP will not bill Aliant for the Sacrificed Value of Poles Replaced to meet the requirements of NP.

(b) **Structural Value of Poles (EXHIBIT B)**

This Schedule covers the sale price of Poles and Anchors sold in place in accordance with Section 11.01 – TERMINATION OF JOINT USE BY NP.

### **15.02 Price Schedule Update**

The Sacrificed Value of Poles and the Structural Value of Poles for the period January 1, 2001, to December 31, 2001, as shown in EXHIBITS A and B of this Section are hereby approved. The values in EXHIBIT A and B shall be reviewed by the Support Structures Committee once a year and adjustments shall be made as required. The form attached as Sheet 1 of EXHIBIT A shall be used for approval of Sacrificed Value of Poles. The form attached as Sheet 1 of EXHIBIT B shall be used for approval of Structural Value of Poles.

### **15.03 Schedule of Transfer Cost Factors**

The Schedule of Transfer cost factors (EXHIBIT C) is included in these JUAP to provide the cost factors for calculating Transfer costs for replacement of Support Structures.

**EXHIBIT "A"**

**ADMINISTRATIVE PRACTICES  
SECTION 15  
EXHIBIT A  
SHEET 1 of 2**

**SACRIFICED VALUE OF POLES**

The Sacrificed Value of Poles for the period January 1, 2001 to December 31, 2001 as set out in the following table dated \_\_\_\_\_ is hereby approved.

\_\_\_\_\_  
ALIANTELECOM INC.

\_\_\_\_\_  
NEWFOUNDLAND POWER INC.

DATE:

DATE:

## Sacrificed Value of Poles 2001

Age	% Condition	<u>&gt;=30'</u>	<u>35'</u>	<u>40'</u>	<u>&lt;=45'</u>	<u>Anchor</u>
0	100.000%	674.12	1,199.39	1,305.26	1,397.69	293.85
1	96.466%	483.50	929.54	929.54	929.54	283.47
2	93.315%	467.71	899.17	899.17	899.17	274.21
3	90.319%	452.69	870.30	870.30	870.30	265.40
4	87.428%	438.20	842.45	842.45	842.45	256.91
5	84.616%	424.11	815.35	815.35	815.35	248.64
6	81.873%	410.36	788.92	788.92	788.92	240.58
7	79.188%	396.90	763.05	763.05	763.05	232.69
8	76.559%	383.73	737.71	737.71	737.71	224.97
9	73.979%	370.79	712.85	712.85	712.85	217.39
10	71.449%	358.11	688.48	688.48	688.48	209.95
11	68.966%	345.67	664.55	664.55	664.55	202.66
12	66.528%	333.45	641.06	641.06	641.06	195.49
13	64.136%	321.46	618.01	618.01	618.01	188.46
14	61.789%	309.70	595.39	595.39	595.39	181.57
15	59.487%	298.16	573.21	573.21	573.21	174.80
16	57.230%	286.85	551.46	551.46	551.46	168.17
17	55.002%	275.68	529.99	529.99	529.99	161.62
18	52.858%	264.93	509.33	509.33	509.33	155.32
19	50.742%	254.33	488.94	488.94	488.94	149.11
20	48.676%	243.97	469.04	469.04	469.04	143.03
21	46.660%	233.87	449.61	449.61	449.61	137.11
22	44.866%	224.88	432.32	432.32	432.32	131.84
23	42.783%	214.43	412.25	412.25	412.25	125.72
24	40.924%	205.12	394.34	394.34	394.34	120.26
25	39.119%	196.07	376.95	376.95	376.95	114.95
26	37.369%	187.30	360.08	360.08	360.08	109.81
27	35.675%	178.81	343.76	343.76	343.76	104.83
28	34.036%	170.59	327.97	327.97	327.97	100.01
29	32.452%	162.65	312.70	312.70	312.70	95.36
30	30.923%	154.99	297.97	297.97	297.97	90.87
31	29.448%	147.60	283.76	283.76	283.76	86.53
32	28.025%	140.47	270.05	270.05	270.05	82.35
33	26.653%	133.59	256.83	256.83	256.83	78.32
34	25.328%	126.95	244.06	244.06	244.06	74.43
35	24.047%	120.53	231.71	231.71	231.71	70.66
36	22.808%	114.32	219.78	219.78	219.78	67.02
37	21.607%	108.30	208.20	208.20	208.20	63.49
38	20.441%	102.45	196.97	196.97	196.97	60.07
39	19.307%	96.77	186.04	186.04	186.04	56.73
40	18.204%	91.24	175.41	175.41	175.41	53.49
41	17.132%	85.87	165.08	165.08	165.08	50.34
42	16.088%	80.64	155.02	155.02	155.02	47.27
43	15.073%	75.55	145.24	145.24	145.24	44.29
44	14.083%	70.59	135.70	135.70	135.70	41.38
45	13.117%	65.74	126.39	126.39	126.39	38.54
46	12.171%	61.00	117.28	117.28	117.28	35.76
47	11.357%	56.92	109.43	109.43	109.43	33.37
48	10.651%	53.39	102.63	102.63	102.63	31.30
49	9.961%	51.58	95.98	95.98	95.98	29.27
50	9.284%	49.75	89.46	89.46	89.46	27.28

Note: For ages over 50 years the value listed for 50 years will apply.

**ADMINISTRATIVE PRACTICES  
SECTION 15  
EXHIBIT "B"  
SHEET 1 OF 2**

**STRUCTURAL VALUE OF POLES**

The Structural Value of Poles for the period January 1, 2001 to December 31, 2001 as set out in the following table dated \_\_\_\_\_ is hereby approved.

\_\_\_\_\_  
ALIANTELECOM INC.

\_\_\_\_\_  
11003 NEWFOUNDLAND INC.

DATE: \_\_\_\_\_

DATE: \_\_\_\_\_



**EXHIBIT B****Structural Value of Poles – 2001**

Age	% Cond Condition	NBV No Capital Contribution
0	100.00%	850.00
1	96.38%	819.23
2	92.76%	788.46
3	89.14%	757.69
4	85.52%	726.92
5	81.90%	696.15
6	78.28%	665.38
7	74.66%	634.61
8	71.04%	603.84
9	67.42%	573.07
10	63.80%	542.30
11	60.18%	511.53
12	56.56%	480.76
13	52.94%	449.99
14	49.32%	419.22
15	45.70%	388.45
16	42.08%	357.68
17	38.46%	326.91
18	34.84%	296.14
19	31.22%	265.37
20	27.60%	234.60
21	23.98%	203.83
22	20.36%	173.06
23	16.74%	142.29
24	13.12%	111.52
25	9.50%	80.75
26	5.88%	49.98
27	2.26%	19.21
28	0.00%	1.00

**EXHIBIT "C"**

**ADMINISTRATIVE PRACTICES  
SECTION 15  
TRANSFER COST FACTORS**

POLE AGE	FACTOR
0	1.00
1	0.99
2	0.97
3	0.96
4	0.94
5	0.92
6	0.90
7	0.88
8	0.87
9	0.85
10	0.83
11	0.81
12	0.79
13	0.77
14	0.76
15	0.74
16	0.72
17	0.70
18	0.68
19	0.66
20	0.64
21	0.62
22	0.60
23	0.57
24	0.55
25	0.53
26	0.51
27	0.49
28	0.46
29	0.44
30	0.42

POLE AGE	FACTOR
31	0.39
32	0.37
33	0.35
34	0.33
35	0.30
36	0.28
37	0.26
38	0.24
39	0.22
40	0.21
41	0.19
42	0.17
43	0.16
44	0.14
45	0.13
46	0.12
47	0.10
48	0.09
49	0.08
50	0.07

**Note: For ages over 50 years the value listed for 50 years will apply.**

## **SECTION 16 - CONSTRUCTION PRACTICES**

### **16.01 General - CSA Standards**

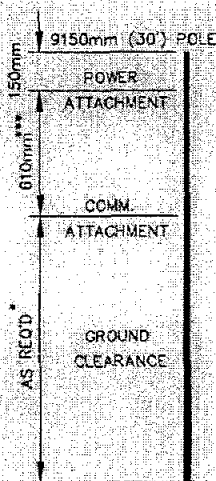
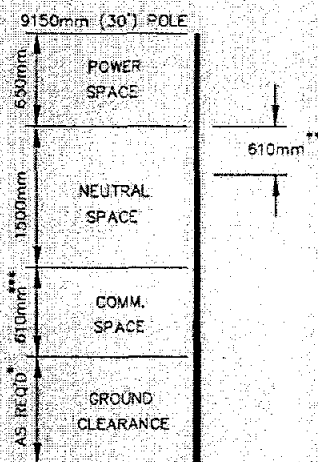
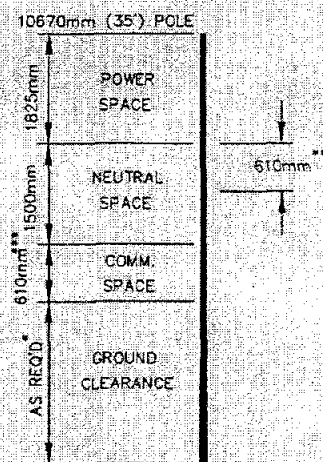
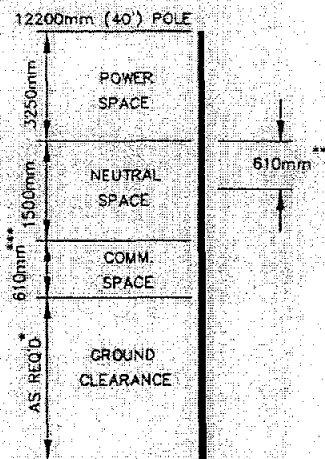
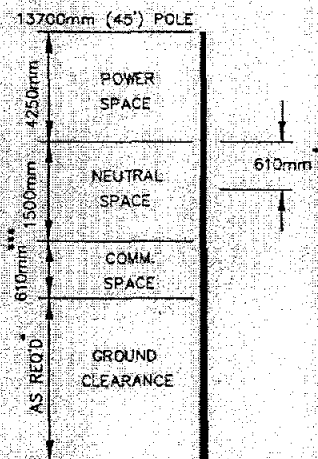
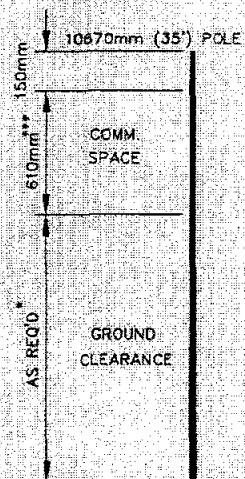
- (a) The objective of this Section is to provide guidelines and requirements for the construction of Support Structures. These practices unless otherwise specifically stated, shall meet as a minimum, the requirements for construction of overhead and underground electrical supply and communications circuits as specified in CSA Standard CAN3 - C22.3 No.1 - M87 as of January 1, 2001. Any future amendments to these CSA Standards may not be immediately incorporated into this Section but shall be reviewed by the Support Structures Committee, which shall decide the time and extent of incorporation of such amendments to this Section.
- (b) Unforeseen conditions or circumstances not covered in this Section shall be resolved in a co-operative manner to the mutual benefit of the Parties involved.
- (c) Modifications and/or amendments to these practices shall be the responsibility of the Support Structures Committee as outlined in SECTION 2 – SUPPORT STRUCTURES COMMITTEE.

### **16.02 Vertical Design Clearances and Separations**

- (a) Vertical clearances and separations for Support Structures shall be in accordance with CSA Standard CAN3 - C22.3 No. 1 - M87, Clause 4\*.
- (b) These guidelines provide adequate clearances for power conductors, between power and communication conductors in the span, between communication cables and the ground, and adequate safe working space.
- (c) Power and communication spacing for typical Support Structures is outlined by the sketches on page 41. These sketches represent typical space allotments only and are not intended to reflect either the minimum or maximum space allotments of either Party.
- (d) Secondary space should be provided and reserved on Joint Use Poles in developed areas and in areas where future development is expected.
- (e) Vertical design clearances above ground and separations on Support Structures must provide for and reserve space for attachment of communication cables at both the top and the bottom of the Communication Space.

\*Note: Vertical design clearances above ground may be prescribed by provincial or municipal legislation or regulation. In such a case, the clearances for each Party must comply with the greater of that prescribed by CSA Standard CAN3 - C22.3 No. 1 - M87, Clause 4 and the federal, provincial or municipal legislation or regulation applicable to that Party.

In the case of new construction, which does not include the Replacement of existing Poles, the Parties shall comply with the greater of the CSA standard, legislation or regulation applicable to either Party.

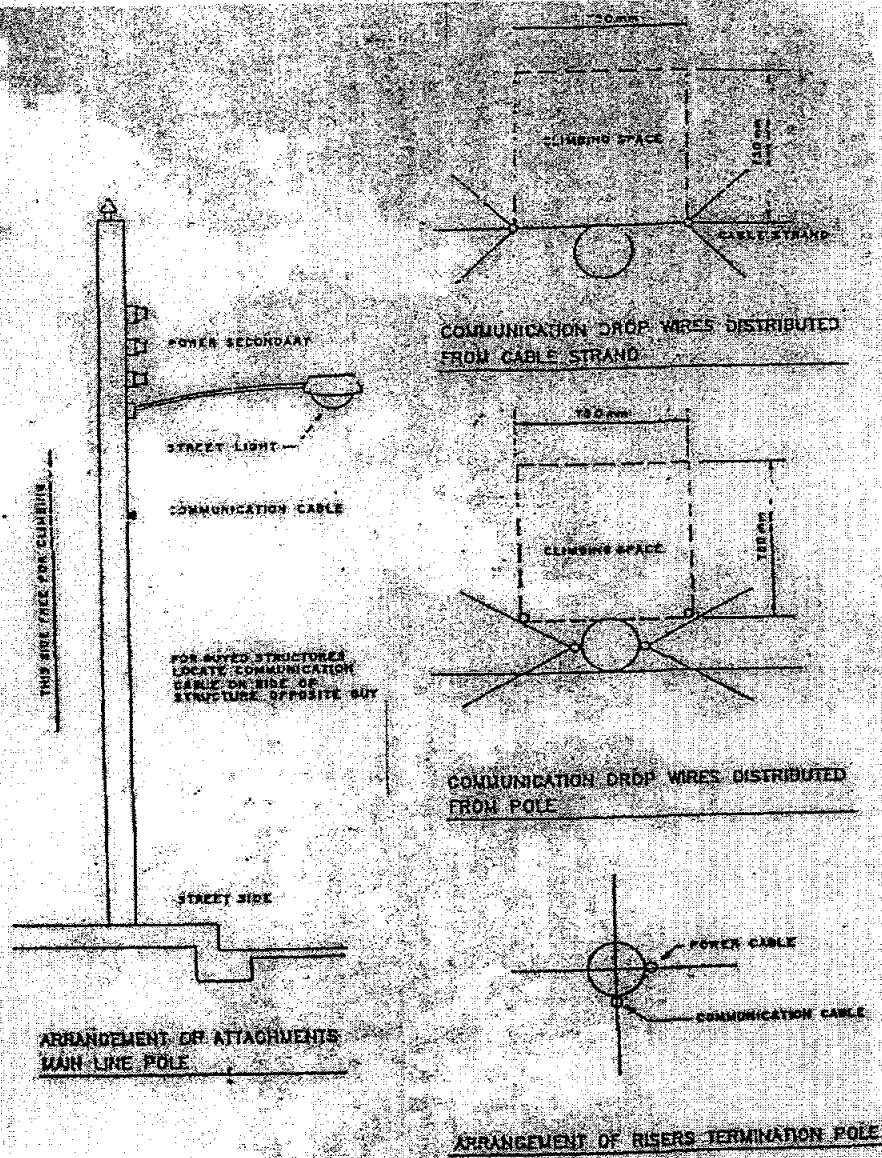
**Service Drop Structure****Secondary Structure****Single or Three Phase Structure****Transformer & Tap Off Structure****Three Phase Vertical Structure****Non-Joint Use Structure Communication Only****NOTE:**

1. CABLE COMPANIES TO PLACE CABLES AT TOP OF COMMUNICATIONS SPACE.
- \*2. AS REQUIRED - TO MEET MINIMUM CSA STANDARD OR LEGISLATIVE AUTHORITY (e.g. DEPT. OF TRANSPORTATION).
- \*\* 3. MINIMUM DISTANCE FOR COMMUNICATION DROP FROM POWER SPACE.
- \*\*\*4. MINIMUM COMMUNICATION SPACE REQUIREMENT IS 610mm.

**Typical Allotment Of Pole Space**

### 16.03 Climbing Space Requirements – Joint Use Poles

- (a) Climbing space requirements for Support Structures, in accordance with CSA CAN 3 – C22.3 No. 1 – 3.1.4, shall not be less than 750 mm x 750 mm past any conductor, cable, cross-arm, or other Attachments of the Party using any lower part of the Support Structure, and shall extend at least 1000 mm above and 1000 mm below the limiting Attachment.
- (b) Communication main line cables and power secondary conductors shall, where practical, be located on the same side of the Support Structure, preferably on the street side to allow one side free from obstructions for climbing.
- (c) Where it is necessary to have communication risers and power risers on the same Support Structure, they shall be arranged as indicated on page 43 so as not to obstruct climbing or guying space. Communication drop wires shall preferably be distributed from the sides of Poles, as indicated on page 43, to ensure the 750 mm climbing space through them.



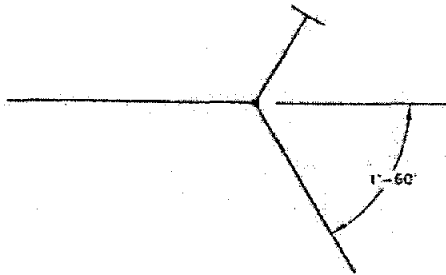
CLIMBING SPACE REQUIREMENTS FOR SUPPORT STRUCTURES

#### 16.04 Anchors and Guys

- (a) Anchors and Guy leads shall be selected such that the minimum safety factor for the Anchor, Anchor rod, and Guys common to both Parties will not be less than the minimum of 1.6, as specified by CSA Standard CAN3 - C22.3 No. 1 - M87, Clause 6.
- (b) The types of Anchors and their intended use are listed below. All Anchors are to be installed in accordance with the installation details on pages 44 to 52.
  - (i) Anchor Log: 250 mm (10") diameter x 1200 mm
  - (ii) Anchor Log: 250 mm (10") diameter x 1800 mm - for use on heavy loaded Support Structures as required.
  - (iii) Steel Anchor Plate: 500 mm (20")
  - (iv) Rock Anchor - for anchoring in rock.
  - (v) Power Installed Screw Anchor (PISA) - alternative to log and plate Anchors for installation by power digger equipment.
- (c) Standard Anchor rod type for log and plate Anchors shall be 25 mm (1") x 2440 mm (8') triple eye, and shall be in accordance with CSA Standards.
- (d) The charts and instructions on pages 44 to 52 shall be used to ensure the Anchor arrangement, type, setting depth, and lead is adequate to satisfy both the power and communication guying requirements for standard Support Structures.
- (e) The chart on page 47 gives the number of Guys, Guy leads, number and size of Anchor rods and Anchor setting depths for each standard Support Structure type. "S" in structure type column denotes secondary.
- (f) The guying arrangement may vary depending on the line angle for a particular Support Structure. Drawings on page 52 give an outline of the guying arrangements for typical Support Structures.
- (g) The Guy lead is the horizontal distance from the Pole to the point where the rod enters the ground. The chart on page 47 assumes level ground between the Pole and the Anchor. If the ground is sloping, the Guy lead should be decreased or increased accordingly. Refer to the chart on page 51 to determine the corrected guy lead for sloping ground. This chart also outlines the Anchor setting depth for sloping ground.

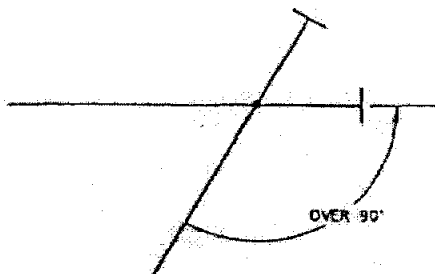
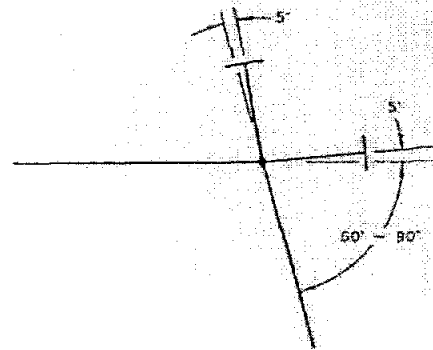


- (h) In the case of two Anchors, the Guy lead refers to the first Anchor; add 1.8 metres for the second Anchor. For rock Anchors or PISA Anchors, the Guy lead will determine the Anchor locations.
- (i) The Guy leads listed in the charts are for the standard Pole height as indicated. Add 0.75 metres to the minimum and 1.2 metres to the maximum guy leads for each extra 1.5 metres (5') of Pole height.
- (j) The Anchor location should be chosen such that the Guy lead will not be less than the minimum or exceed the maximum as determined from the chart on page 47.
- (k) The Anchor setting depth is listed for each Anchor type at the minimum and maximum Guy lead. The Anchor setting depth can be reduced at the maximum Guy lead in most cases.
- (l) Where the Anchor setting depth is omitted from the chart on page 47, it indicates that the Anchor type is not adequate for guying the Support Structure type in question.
- (m) Guy guards shall be used on all Guys exposed to vehicle and pedestrian traffic including cross-country trails, such as ski trails or those accessible by snow vehicles and ATV's. If there is more than one Guy attached to the same Anchor, a Guy guard is only required on the outermost Guy.



LINE ANGLE 1° - 60°  
(NOT DEADENDED)  
ANCHOR SHALL BE PLACED  
SO THAT GUY WILL BISECT  
ANGLE.

LINE ANGLE 60° - 90°  
(DEADENDED)  
ANCHOR SHALL BE PLACED  
5" (APPROX. 1m) OFF  
LINE AS SHOWN.



LINE ANGLE OVER 90°  
(DEADENDED)  
ANCHORS SHALL BE PLACED  
IN LINE AS SHOWN.

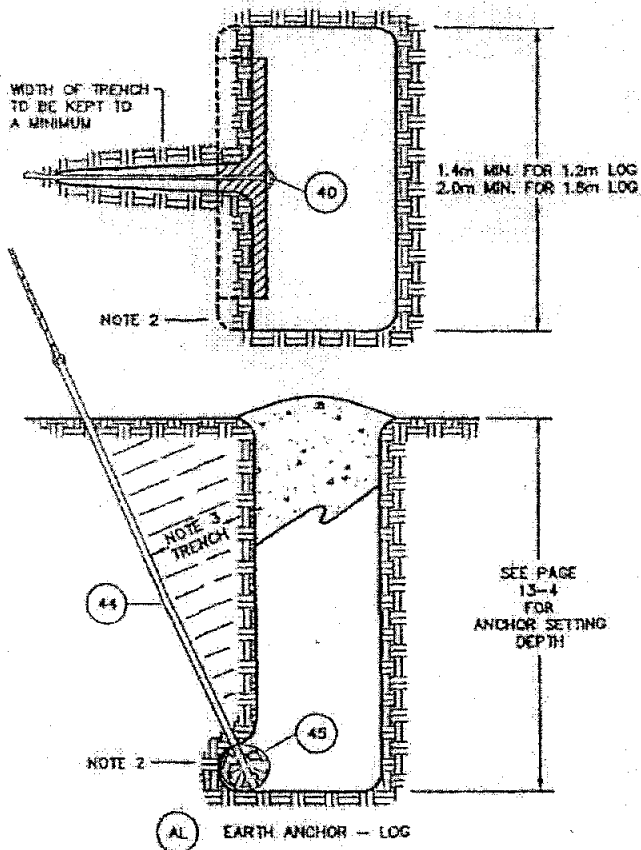
### ANCHOR ATTACHMENTS - POLE LINES

GUYING ARRANGEMENT AND ANCHOR LOCATION *														
STR. TYPE	POLE HEIGHT	MAX. LINE ANGLE	NUMBER OF GUYS		GUY LEAD (m)		ANCHOR ROD NUMBER-SIZE	ANCHOR SETTING DEPTH/GUY LEAD (m)						NUMBER OF PISA
			NLP	COMM.	MIN.	MAX.		1.2m LOG		1.8m LOG		20" PLATE		
								MIN.	MAX.	MIN.	MAX.	MIN.	MAX.	
1/0 AASC, #2 ACSR-150														
1B	35'	30'	1	1	4.6	6.7	1 - 1"	1.5	1.5			1.5	1.5	1
1BS	35'	50'	1	1	4.9	6.7	1 - 1"	1.5	1.5			1.7	1.5	1
1BL	35'	25'	1	1	4.6	8.2	1 - 1"	1.5	1.5			1.7	1.5	1
1C	35'	60'	1	1	5.5	6.7	1 - 1"	1.5	1.5			1.5	1.5	1
1CS	35'	35'	1	1	6.1	6.7	1 - 1"	1.5	1.5			1.75	1.5	1
1CS	35'	60'	2	1	4.9	6.7	1 - 1"	1.8	1.7	1.7	1.5	2.0		2
1CL	35'	60'	1	1	6.7	8.2	1 - 1"	1.5	1.5			1.75	1.5	1
1E	35'	-	1	1	5.2	6.7	1 - 1"	1.5	1.5			1.7	1.5	1
1ES	35'	-	2	1	5.2	6.7	1 - 1"	1.8	1.7	1.7	1.5	2.0		2
1EL	35'	-	1	1	6.1	8.2	1 - 1"	1.5	1.5			1.75	1.5	1
3B	35'	30'	1	1	4.9	6.7	1 - 1"	1.5	1.5			1.7	1.5	1
3BS	35'	22'	1	1	5.8	6.7	1 - 1"	1.5	1.5			1.7	1.5	1
3BS	35'	30'	2	1	5.5	6.7	1 - 1"	1.7	1.5	1.5	1.5	1.75	1.5	2
3BL	35'	25'	1	1	4.9	7.9	1 - 1"	1.5	1.5			1.7	1.5	1
3C	40'	60'	2	1	4.9	7.6	1 - 1"		1.7	1.8	1.5		1.75	2
3CS	45'	60'	3	1	6.1	7.6	2 - 1"	1.5	1.5		1.5	1.75	1.5	2
3CL	40'	60'	2	1	7.6	9.8	1 - 1"			1.7	1.5	2.0		2
3E	40'	-	2	1	4.8	7.6	1 - 1"	1.8	1.5	1.7	1.5		1.5	2
3ES	45'	-	3	1	6.1	7.6	2 - 1"	1.5	1.5			1.75	1.5	2
3EL	40'	-	2	1	7.6	9.8	1 - 1"			1.7	1.5	2.0		2
1/0 AASC, #2 ACSR, 477 MCM														
3B	35'	17'	1	1	5.5	6.7	1 - 1"	1.5	1.5			1.6	1.5	1
3BS	35'	13'	1	1	5.8	6.7	1 - 1"	1.5	1.5			1.6	1.5	1
3BS	35'	17'	2	1	6.4	7.3	1 - 1"	1.5	1.5	1.5	1.5	1.5	1.5	2
3BL	35'	15'	1	1	6.1	7.9	1 - 1"	1.5	1.5			1.7	1.5	1
3C	40'	35'	2	1	6.1	7.6	1 - 1"	1.75	1.6	1.6	1.5		1.7	2
3CH	40'	60'	3	1	4.8	6.7	2 - 1"	1.75	1.5	1.6	1.5	1.9	1.5	2
3CS	45'	35'	3	1	4.9	7.6	2 - 1"	1.6	1.5	1.5	1.5	1.75	1.5	2
3CHS	45'	60'	4	1	6.4	7.6	2 - 1"	1.7	1.5	1.6	1.5	1.9	1.8	3
3CL	40'	40'	2	1	7.9	9.8	1 - 1"			1.7	1.5	2.0		2
3CLH	40'	60'	3	1	5.5	7.6	2 - 1"	1.7	1.5			1.9	1.7	2
3EL	40'	-	3	1	4.8	6.7	2 - 1"	1.75	1.5			1.9	1.7	2
3EHS	45'	-	4	1	6.1	8.5	2 - 1"	1.7	1.5	1.7	1.5	2.0	1.7	3
3ELH	40'	-	3	1	5.5	7.6	2 - 1"	1.7	1.5			1.9	1.7	2
NON-JOINT USE (COMMUNICATION ONLY)														
**NJU	35'	-		1			1 - 1"							1

\* FOR ANCHOR LOCATION ADD 0.9m TO MINIMUM LEAD AND 1.5m TO MAX. LEAD

\*\* NON-JOINT USE (COMMUNICATION ONLY)

#### GUYING ARRANGEMENT FOR TYPICAL STRUCTURES



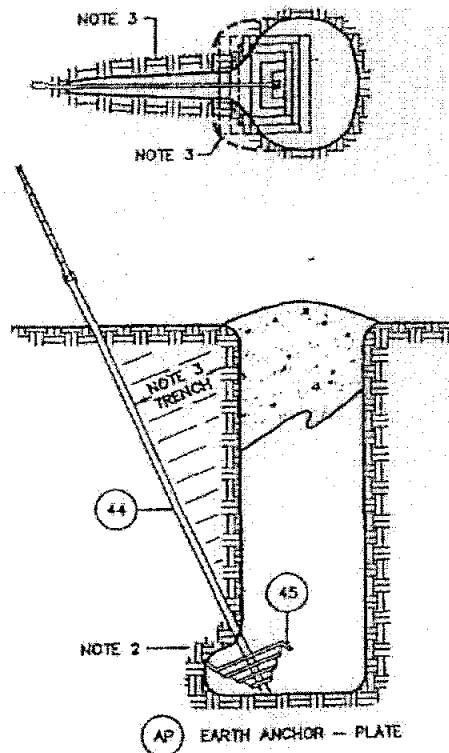
## NOTES:

1. ANCHOR LOGS - TREATED POLE (a) 1.2m x 250mm MINIMUM DIA.  
(b) 1.8m x 250mm MINIMUM DIA.

ANCHOR PLATES - STEEL, 20" x 20"

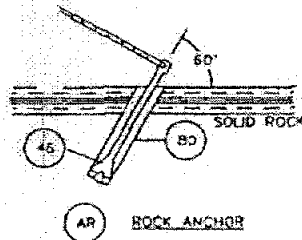
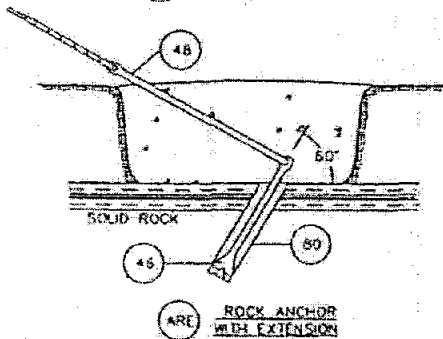
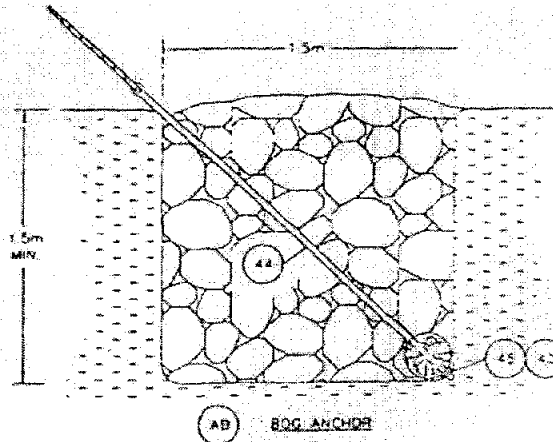
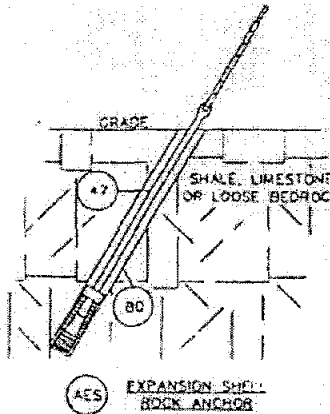
ANCHOR RODS - 1" x 8'-0" TRIPLE EYE

2. ANCHOR HOLE SHALL BE TRENCHED AT BOTTOM TO PROVIDE SOLID ANCHORING (AN ANCHOR HAS IT'S MAXIMUM HOLDING STRENGTH WHEN RESTING AGAINST SOLID UNDISTURBED EARTH AND THE TRENCHING HELPS PREVENT THE ANCHOR LOG OR PLATE FROM CREEPING UPWARD IN THE ANCHOR HOLE EXCAVATION.)



3. THE ANCHOR ROD SHALL BE TRENCHED INTO THE SIDE OF THE ANCHOR HOLE UNTIL THE ROD IS IN LINE WITH THE POINT OF ATTACHMENT OF THE GUY AT THE POLE.
4. WHEN THE ANCHOR LOG AND ANCHOR ROD ARE TRENCHED AS SHOWN ABOVE, THERE SHOULD BE NO GIVE IN THE ANCHOR AS IS USUALLY THE CASE WHEN NEITHER THE ROD OR ANCHOR IS TRENCHED.
5. THE ANCHOR HOLE SHALL BE FILLED WITH THE EXCAVATED FILL AND TAMPED WELL. ANY EXCESS SHALL BE MOUNDED ON TOP OF THE HOLE FOR SETTLEMENT UNLESS IN A LANDSCAPED AREA.

### STANDARD EARTH ANCHOR DETAILS



## NOTES:

## AB - ANCHOR IN BOG

- (1) HOLE SHALL BE 1.5m DEEP, 1.5m WIDE & 1.5m LONG.
- (2) ANCHOR LOG SHALL BE PLACED AGAINST THE BACK EDGE OF THE HOLE.
- (3) ANCHOR ROD SHALL BE PLACED SO THAT IT IS IN LINE WITH THE GUY.
- (4) FILL HOLE WITH ROCK NOT LESS THAN 100mm GRADE.

## AR - ANCHOR IN SOLID ROCK

- (1) DRILL HOLE, NOT GREATER THAN 38mm IN DIAMETER AND EXACTLY 400mm DEEP.
- (2) DRILL HOLE AT 60° FROM THE HORIZ AND AWAY FROM THE POLE.
- (3) INSERT WEDGE IN ANCHOR AND INSTALL IN HOLE WITH SLEDGE.
- (4) GROUT AROUND ANCHOR.

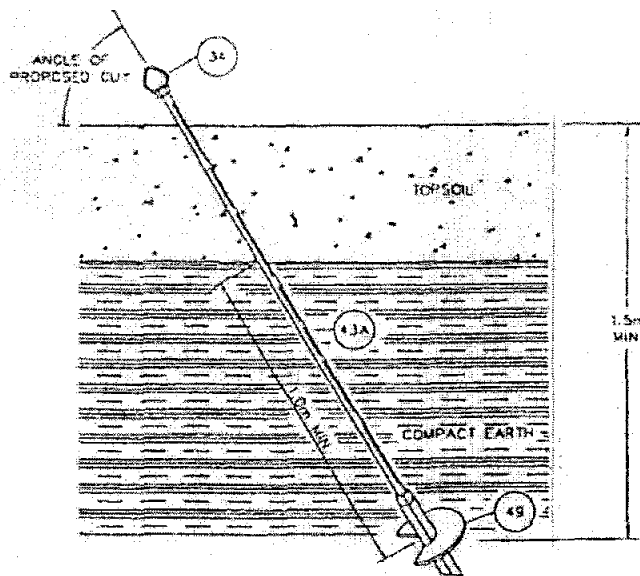
## ARE - ANCHOR IN ROCK WITH EXTENSION

- (1) EXCAVATE EARTH TO BARE ROCK.
- (2) DRILL HOLE AND INSTALL ANCHOR AS SPECIFIED IN (1) TO (4) ABOVE.
- (3) ATTACH ROCK ANCHOR EXTENSION AND FILL IN EXCAVATION.

## AES - ANCHOR IN SHALE OR LOOSE ROCK

- (1) DRILL A 32mm DIA. HOLE IN LINE WITH PROPOSED GUY TO ACCOMMODATE THE ROCK ANCHOR.
- (2) DRILL HOLE TO A DEPTH SUCH THAT AFTER INSTALLATION THE BOTTOM OF THE EYE SHALL NOT BE MORE THAN 152mm ABOVE SURFACE OF ROCK.
- (3) PLACE A 5/8" BAR THROUGH THE EYE OF THE ANCHOR AND TURN IN A COUNTER CLOCKWISE DIRECTION UNTIL THE EXPANSION SHELL IS FIRMLY WEDGED AGAINST THE WALL OF THE HOLE.
- (4) GROUT AROUND ANCHOR.

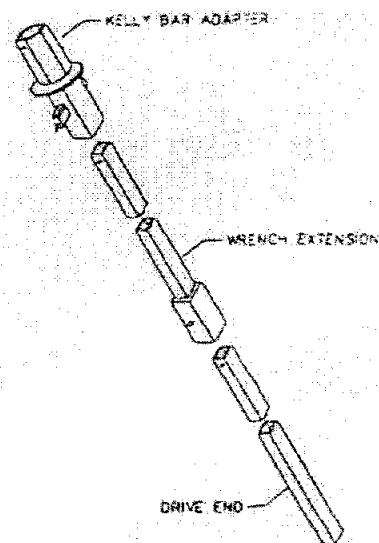
## STANDARD ROCK &amp; BOG ANCHOR DETAILS



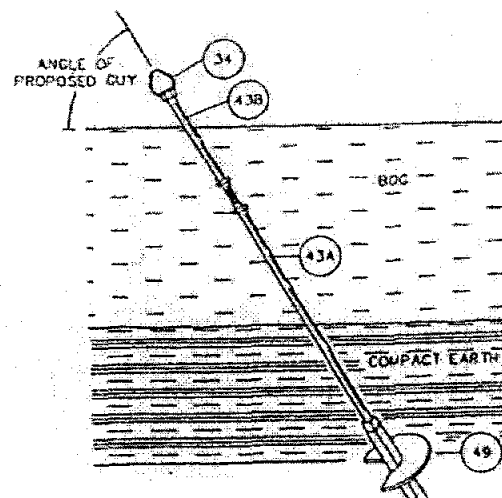
SCREW ANCHOR

## NOTES:

1. ASSEMBLE HELIX AND ANCHOR ROD (WITHOUT EYENUT) AND THREAD THROUGH WRENCH ASSEMBLY. ENSURE THAT THE LOCKING DOGS OF WRENCH ARE COMPLETELY CLOSED ENGAGING THE ANCHOR ROD COLLAR.
2. ALINE ANCHOR WITH THE PROPOSED GUY AND, USING A DOWNWARD PRESSURE WITH THE BOOM, SCREW ANCHOR ITS REQUIRED DEPTH TO THE RATED TORQUE OF THE BIGGER MOTOR.
3. AFTER INSTALLATION PULL LOCKING DOGS OF WRENCH ONE HALF WAY OUT TO RELEASE THE ANCHOR ROD COLLAR AND, USING BOOM, WITHDRAW DRIVE AND ASSEMBLY OF WRENCH.
4. A SCREW ANCHOR MUST HAVE A MINIMUM COVER OF 5 FEET OF SOIL TO ENSURE THAT IT IS BELOW THE FROST LINE, AND MUST PENETRATE THROUGH 3 FEET OF FIRM SOIL TO ENSURE MAXIMUM HOLDING STRENGTH.
5. IF, DUE TO POOR SOIL CONDITIONS, MAXIMUM HOLDING STRENGTH CANNOT BE ACHIEVED WITH THE ANCHOR AND 7'-0" ROD, A 3'-6" ROD EXTENSION MAY BE COUPLED TO PENETRATE DEEPER INTO FIRMER SOILS. TO ACHIEVE THIS A WRENCH EXTENSION MUST BE COUPLED WITH THE KELLY BAR AND WRENCH.
6. AN ANCHOR WHICH CAN BE ROTATED AT MAXIMUM PENETRATION IS NOT IN FIRM SOIL AND SHOULD BE WITHDRAWN. AN EARTH, ROCK OR BOG ANCHOR MUST BE USED IN THIS CASE.

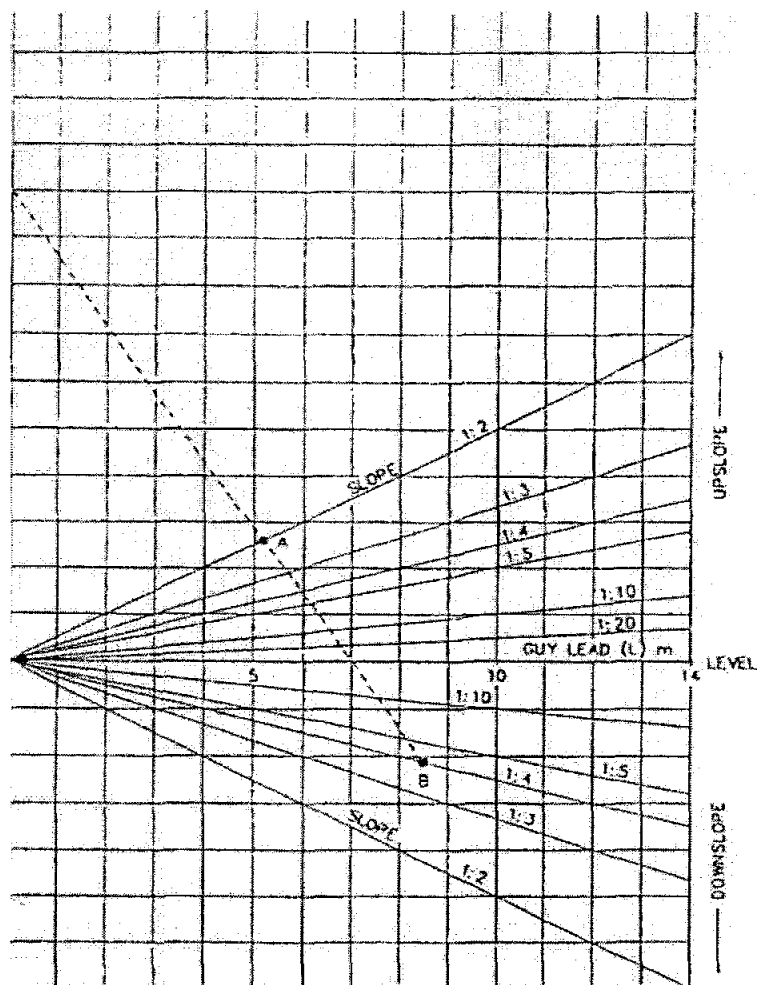


WRENCH ASSEMBLY DETAILS

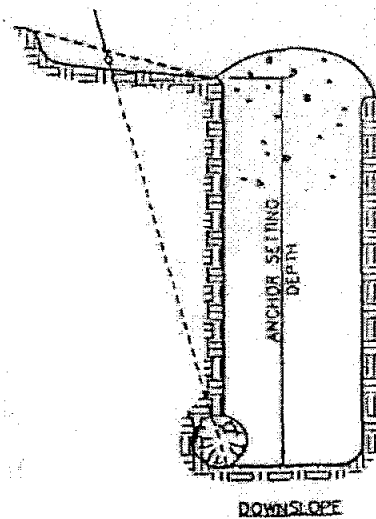
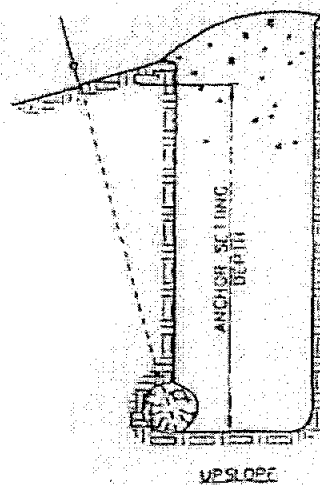


SCREW ANCHOR WITH ROD EXTENSION DETAILS

POWER INSTALLED SCREW ANCHOR DETAILS

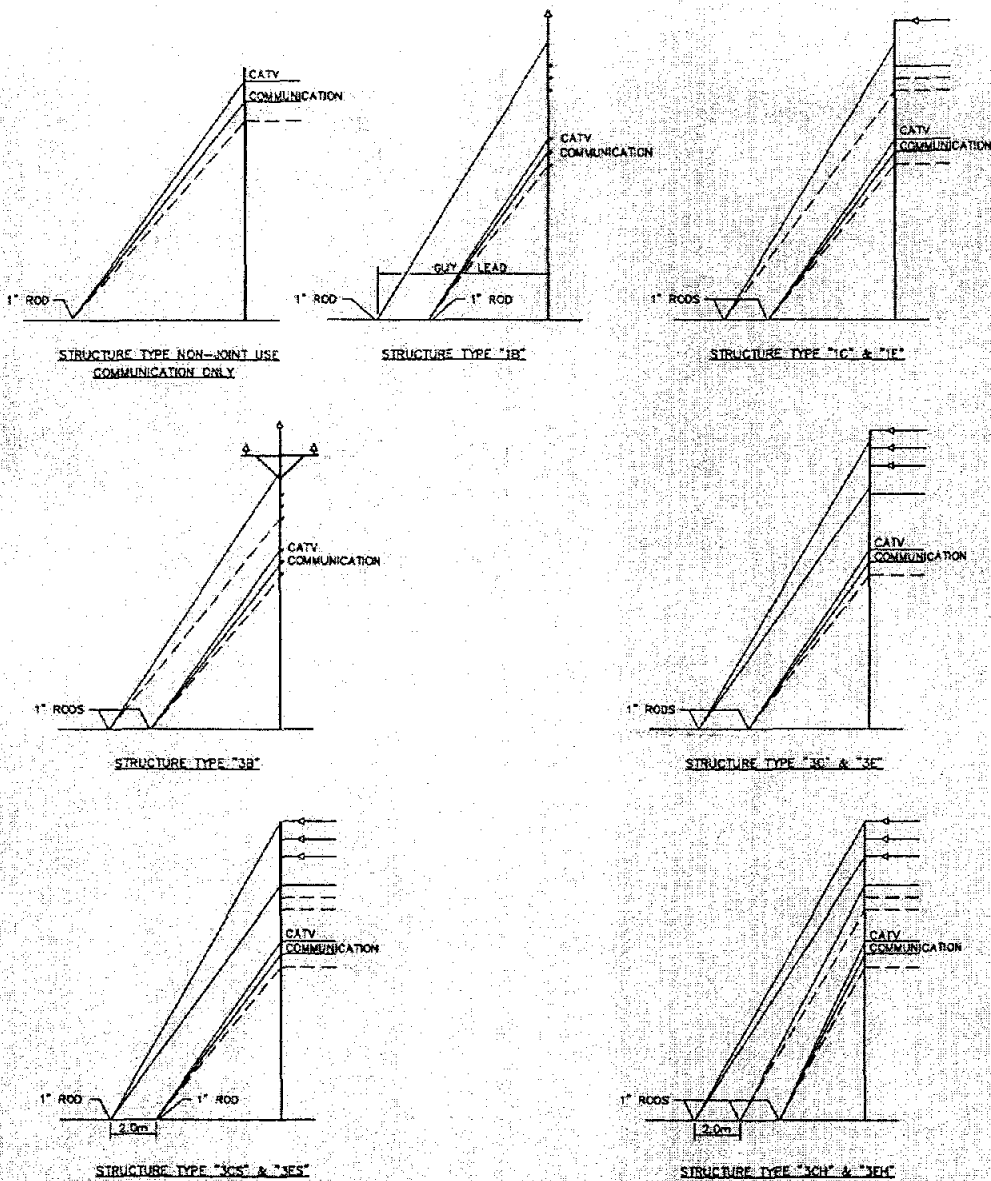


THIS CHART IS FOR USE IN DETERMINING THE GUY LEAD FOR SLOPING GROUND.



1. GUY LEAD (L) FOR LEVEL GROUND FROM CHART 13-4.
2. DETERMINE OR MEASURE SLOPE OF GROUND.
3. DETERMINE THE HEIGHT ABOVE GROUND OF GUY WIRE ATTACHMENT.
4. PROJECT A STRAIGHT LINE FROM (H) ON THE VERTICAL AXIS THROUGH (L) ON THE HORIZONTAL AXIS AS OUTLINED IN THE CHART.
5. CORRECTED GUY LEAD IS DETERMINED FROM THE INTERSECTION OF THIS LINE WITH THE SLOPE IN QUESTION.
- EXAMPLE (1) -  $L = 7m$ ,  $H = 10m$ , UPSLOPE = 1:2  
POINT OF INTERSECTION = A, CORRECTED GUY LEAD = 5.2m.
- EXAMPLE (2) -  $L = 7m$ ,  $H = 10m$ , DOWNSLOPE = 1:4  
POINT OF INTERSECTION = B, CORRECTED GUY LEAD = 8.5m.

## GUY LEAD AND ANCHOR SETTING DEPTH ADJUSTMENT FOR SLOPE



## NOTES.

1. THIS DRAWING OUTLINES THE GUYING ARRANGEMENTS AS PER THE CHART ON PAGE 50.
2. SEE CHART ON PAGE 50 TO DETERMINE IF ADDITIONAL GUYING, INDICATED BY BROKEN LINES, IS REQUIRED.
3. 1" DIAMETER, TRIPLE EYE ROD WILL BE REQUIRED FOR ATTACHMENT OF THREE GUYS.

## GUYING ARRANGEMENT FOR TYPICAL STRUCTURES



## 16.05 Poles

### 16.05.1 Pole Line Design

#### Pole Type and Treatment

- (a) The physical and treatment properties of Poles shall be in accordance with the following:

CAN3-C22.3, No. 1-M87, Clause 7;  
CAN/CSA 015-90;  
CAN/CSA 080-M89.

- (b) The standard Pole shall be a minimum class 4 Pole. Class 3 Poles or larger shall be used where larger cables or conductors and/or longer spans are encountered.
- (c) Wood Poles shall be as follows:
- (i) Southern Yellow Pine treated with penta;
  - (ii) Scots Pine treated with penta;
  - (iii) Red Pine treated with penta, or Chromated Copper Arsenate ("CCA");
  - (iv) Western Red Cedar, untreated.
- (d) Machine peeled with physical properties in accordance with CSA Standard 015-090.
- (e) Poles treated with pentachlorophenol (penta), shall be in accordance with CSA Standard 080 – M89, to an average net retention by assay of:
- (i) Southern Yellow Pine      4.8 kg/m<sup>3</sup>
  - (ii) Red Pine      6.4 kg/m<sup>3</sup>
- (f) Red Pine Poles treated with CCA, with or without additives, may be used in certain areas where the use of penta treated Poles is objectionable. The treatment of these Poles shall be in accordance with CSA Standard 080 – M89, to an average net retention by assay of 9.6 kg/m<sup>3</sup>.
- (g) The use of wood Poles of a species or treatment process other than those listed above must have prior approval of both Parties.

### 16.05.2 Span Lengths – Joint Use Lines

- (a) The class and maximum span length of Poles for standard power conductors and communication cables shall be determined from the charts and instructions shown on pages 54 to 61 of this Section.
- (b) The charts on pages 58 to 61 give the standard span lengths for Pole Lines with various types of conductor and sizes of communication cables. These charts should be used when building, upgrading or reconstructing Pole Lines. They are prepared for both class 4 Poles and class 3 Poles. The standard span lengths are limited by the wind span and the maximum span length.
- (c) The wind span is proportional to the breaking strength of the Pole. CSA standards state that a class 4 Pole and a class 3 Pole must withstand a horizontal load of 1,089 kg. and 1,361 kg., respectively, applied 0.6 metres from the top of the Pole, before the Pole breaks. The Pole breaks at the ground line when a greater than rated force is applied.
- (d) Based on this Section 16.05.2, and with an appropriate safety factor, the wind span lengths are calculated for lines subjected to both heavy wind loading and wind and ice loading. The lesser result of the two was used to determine the wind span.
- (e) A safety factor of 1 1/3 with winds gusting to 153 km/h was used in calculations for heavy wind loading. A safety factor of 1 2/3 with heavy loading ( $385\text{N/m}^2$  with 12.7mm of radial ice) was used for wind and ice loading.
- (f) The wind span, for any Support Structure, is one half the sum of the two adjacent spans, assuming that the wind force on the conductor is shared evenly between the two supporting Support Structures. For example, the wind span for a Support Structure having adjacent span lengths of 73m and 91m is  $(73 + 91) \div 2 = 82\text{m}$ .
- (g) All other things being equal the wind span will be greater for a class 3 Pole than that for a class 4 Pole.
- (h) The maximum span length is limited by the conductor spacing and the strength of the hardware used to support conductors. Under similar conditions it will be the same for a class 3 Pole and a class 4 Pole.
- (i) A standard 1200 mm phase spacing was used in calculations. For Support Structures supporting secondary conductors (Chart 3) the maximum span length is that recommended by the manufacture for polyethylene weatherproof (PEWP) conductor subjected to heavy loading conditions.

- (j) The curves on the charts found at pages 59, 60 and 61 are limited by a vertical line. This indicates the maximum span length for the type of line which the curve represents. For example, the maximum span length for three phase 477 MCM is 61 metres, and for single phase 1/0 AASC is 99 metres.
- (k) The standard span lengths are based upon a thirty-five foot Pole with standard long span spacing for Chart 1, page 59 and Chart 2 page 60; short span spacing for Chart 3 page 61.
- (l) In some areas of the province and in some highly exposed sections of distribution lines wind and ice loading may exceed these used in the calculations. Where these conditions are expected the span lengths used should not be more than 80% of the values obtained from Charts 1, 2 and 3. This is intended to provide an additional safety factor for these areas.
- (m) When using Charts 1, 2 and 3, consideration should be given for possible future additions to the Pole Line, either additional cables or larger conductors, when arriving at a suitable span length:
- (n) The following steps outline the procedure to be followed when using charts 1, 2 and 3 to determine a suitable span length.
  - (i) Determine the type of line involved (three phase, single phase with secondary, etc.), and the conductor size to be used for same.
  - (ii) If the Pole Line is to be used for Joint Use determine the total diameter of the communication cables involved. Table C1 on page 58 outlines the cable diameter to be used in Charts 1, 2 and 3 for various combinations.
  - (iii) Determine the class of Pole involved; Section 9-9 of Newfoundland Power's Distribution Standards indicates the minimum dimensions for class 4 Poles and class 3 Poles.
  - (iv) With this information locate the appropriate curve (A, B, C or D) and determine the span length corresponding to the cable diameter in question.
  - (v) If all, or sections of the Pole Line, are in extremely exposed areas and extra heavy loading is expected the span length should be reduced to 80% of the chart values in such areas.



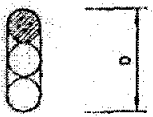
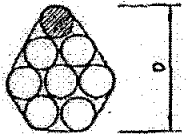


- (o) For example, assume a three-phase line with 477 MCM primary, 4/0 neutral and a total diameter of communication cable of 125 mm.
  - (i) From Curve A on Chart 1 and Chart 2 the span length will be 40 metres for a class 4 Pole and 50 metres for a class 3 Pole; this will be the wind span length. When doing an actual layout an individual span length can exceed this value as long as it does not exceed the maximum span length.
  - (ii) For the above example, where a value of 50 metres was obtained for the wind span an individual span length could be 61 metres. However, the span lengths adjacent to this span would have to be limited to 39 metres in order not to exceed the wind span for the Support Structure.  
  
i.e.  $(61 + 39) \div 2 = 50$  (The wind span)
  - (iii) For high quality line construction and consistency in sag it is recommended that the span lengths be kept, wherever possible, approximately equal in length.

### 16.05.3 Span Lengths – Non Joint Use Lines (Communication Cables Only)

- (a) The class and maximum span length of Poles for communication cables shall be determined from the chart and instructions shown on page 62 of this Section.
- (b) The chart on page 62 gives the standard span lengths for Pole Lines with various types of and size of communication cables. These charts should be used when building, upgrading or reconstructing Non Joint Use Pole Lines. The standard span lengths are limited by the wind span and the maximum span length.
- (c) Based on this Section 16.05.3, and with an appropriate safety factor, the wind span lengths are calculated for lines subjected to both heavy wind loading and wind and ice loading. The lesser result of the two was used to determine the wind span.
- (d) The wind span, for any Support Structure, is one half the sum of the two adjacent spans, assuming that the wind force on the conductor is shared evenly between the two supporting Support Structures. For example, the wind span for a Support Structure having adjacent span lengths of 61m and 53m is  $(61 + 53) \div 2$ . However, the wind span shall not exceed sixty-one (61) metres unless first approved by Aliant through the Support Structures Work Request form, which approval shall not unreasonably be withheld.

- (e) All other things being equal the wind span will be greater for a class 3 Pole than that for a class 4 Pole.
- (f) In some areas of the province and in some highly exposed sections of distribution lines wind and ice loading may exceed these used in the calculations. Where these conditions are expected the span lengths used should not be more than 80% of the values obtained from the Charts 1, 2 and 3. This is intended to provide an additional safety factor for these areas.
- (g) When using Charts 1, 2 and 3, consideration should be given for possible future additions to the Pole Line when arriving at a suitable span length:
- (h) For high quality line construction and consistency in sag it is recommended that the span lengths be kept, wherever possible, approximately equal in length.

TABLE C1

CABLE CONFIGURATION SUPPORTED BY STRUCTURES	COMMUNICATION CABLE DIAMETERS CROSSSECTIONAL VIEW	COMMUNICATION CABLE DIAMETER FOR USE IN SPAN LENGTH CHARTS
ONE CABLE SUPPORTED BY MESSENGER		D = DIAMETER OF COMMUNICATION CABLE PLUS MESSENGER
TWO CABLES SUPPORTED HORIZONTALLY		D = DIAMETER OF TWO CABLES PLUS MESSENGER AS SEEN HORIZONTALLY
TWO CABLES SUPPORTED VERTICALLY		D = TOTAL DIAMETER OF BUNDLED CABLES PLUS MESSENGER
BUNDLED CABLES		D = OVERALL DIAMETER OF BUNDLED CABLES PLUS MESSENGER
TWO OR MORE CABLES EACH SUPPORTED BY A MESSENGER		D = TOTAL OF EACH CABLE DIAMETER PLUS THE DIAMETER OF THE MESSENGER SUPPORTING SAME
		$D = D1 + D2 +$


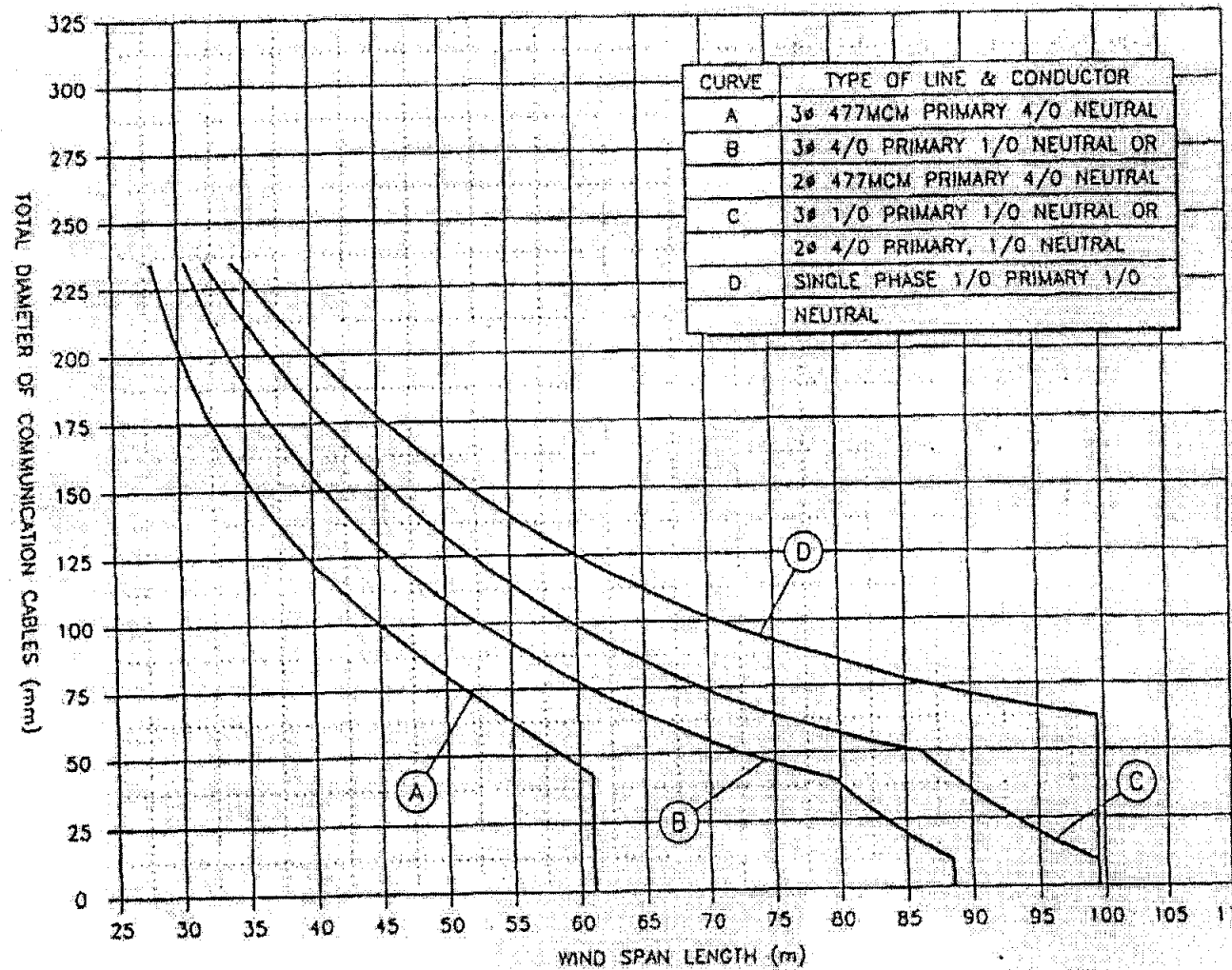
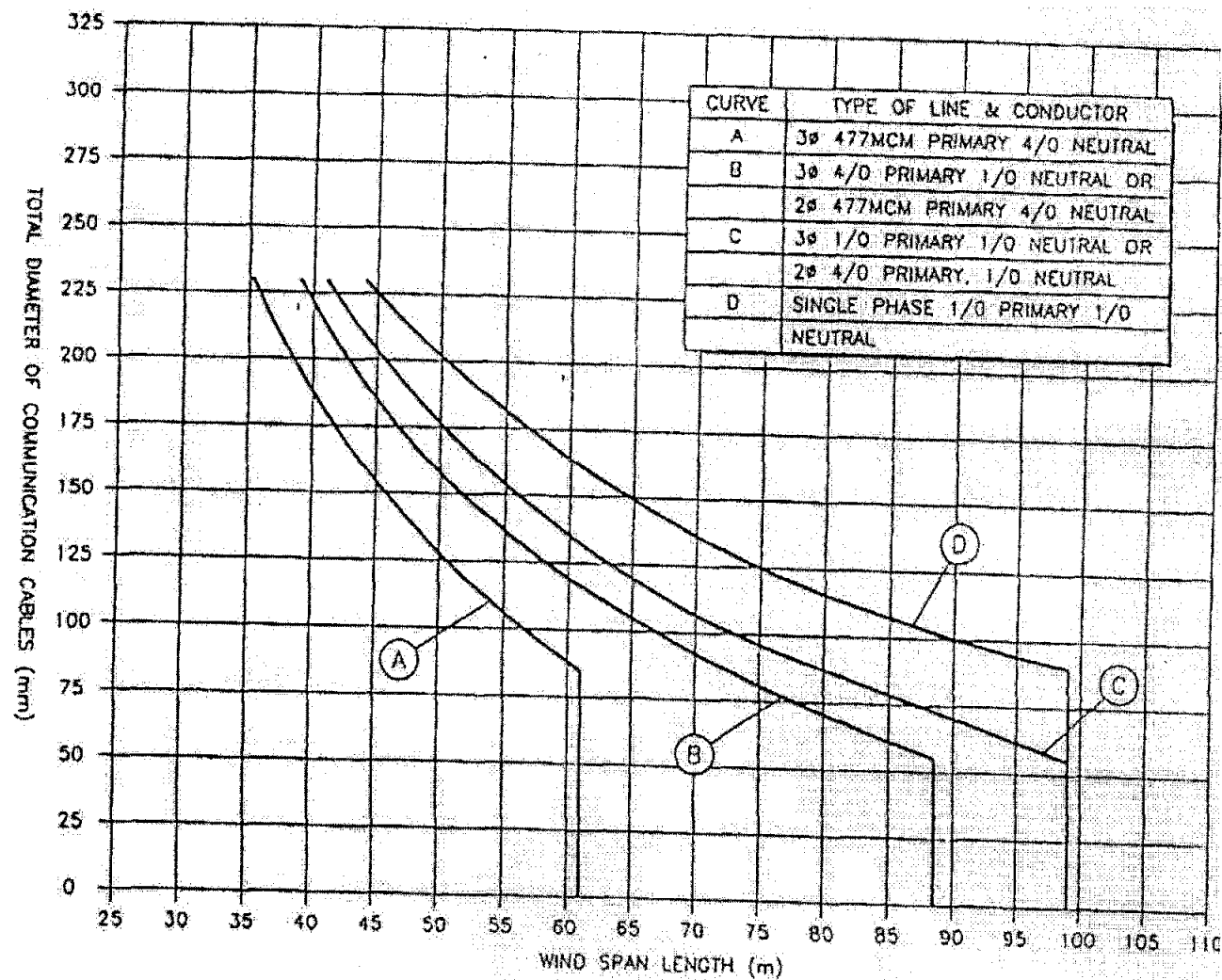
LEGEND: -  MESSENGER CABLE

CHART 1 STANDARD SPAN LENGTHS



SPAN LENGTHS FOR CLASS FOUR POLES SUPPORTING  
STANDARD PRIMARY CONDUCTORS AND COMMUNICATION CABLES

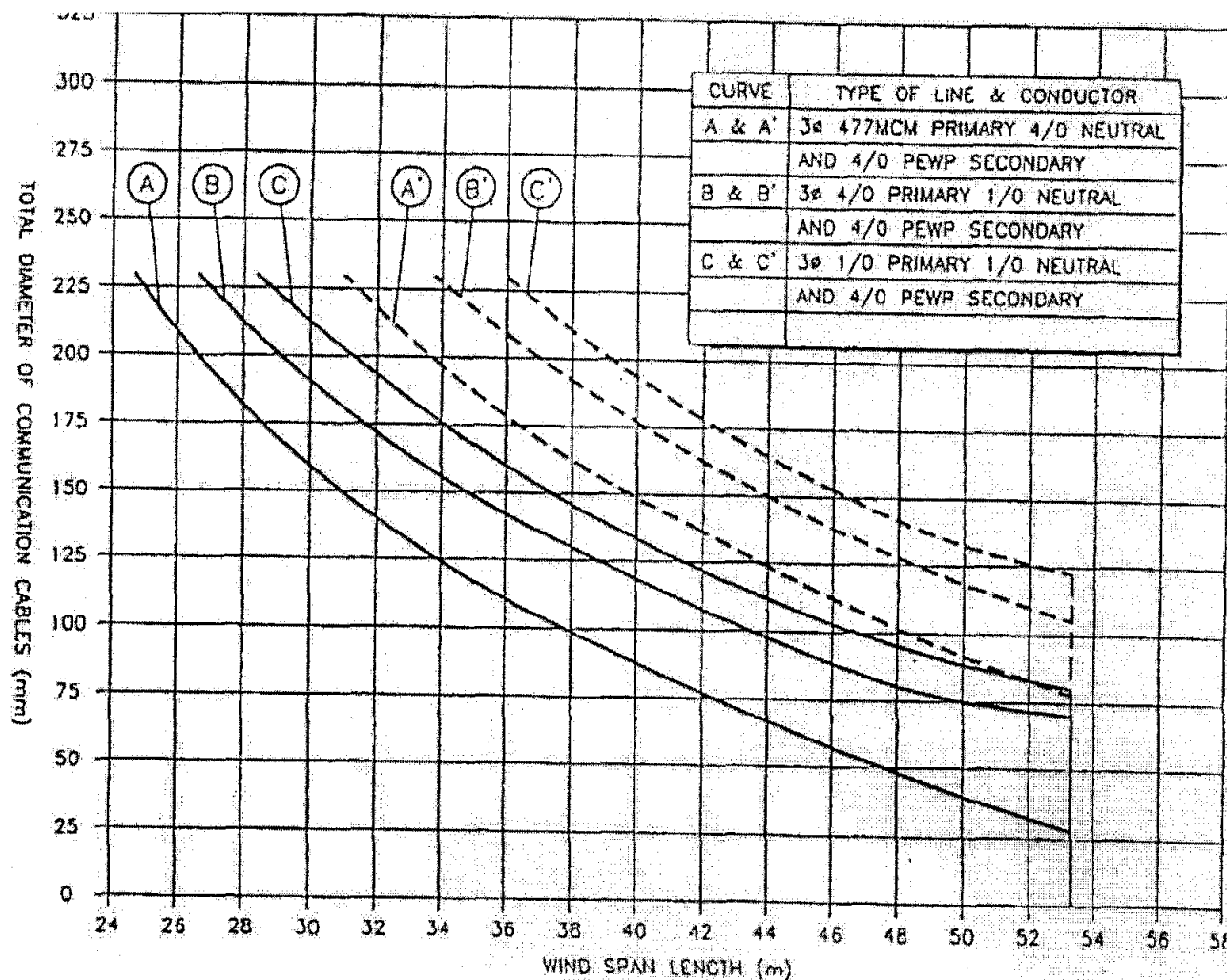
# CHART 2 STANDARD SPAN LENGTHS



SPAN LENGTHS FOR CLASS THREE POLES SUPPORTING  
STANDARD PRIMARY CONDUCTORS AND COMMUNICATION CABLES

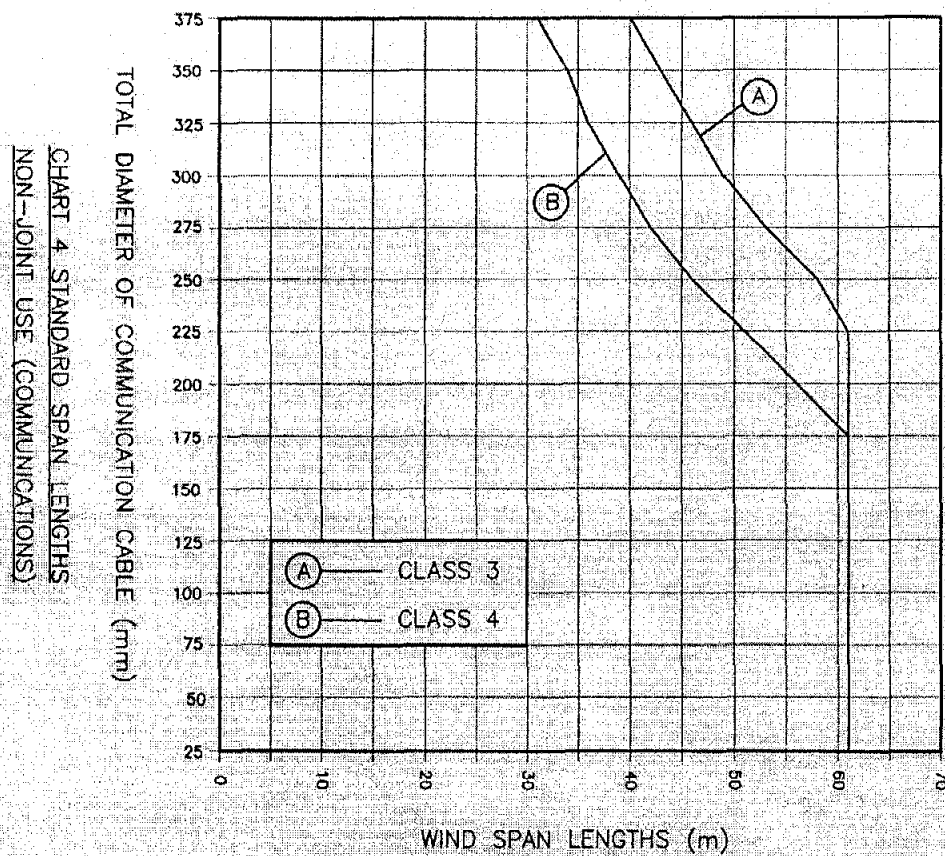


# CHART 3 STANDARD SPAN LENGTHS



SPAN LENGTHS FOR CLASS THREE & CLASS FOUR POLES SUPPORTING  
STANDARD PRIMARY CONDUCTORS, COMMUNICATION CABLES AND SECONDARY CONDUCTORS

# NON-JOINT USE POLES



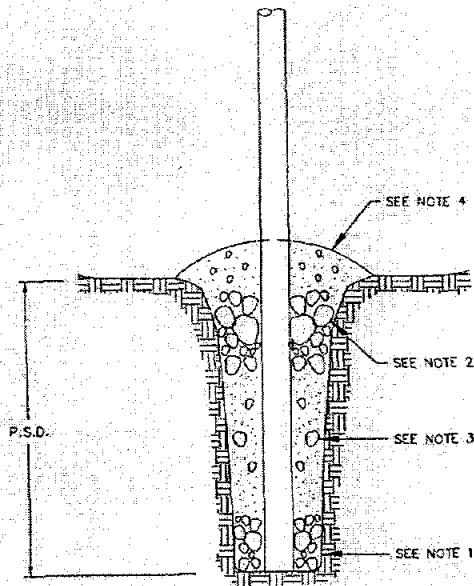
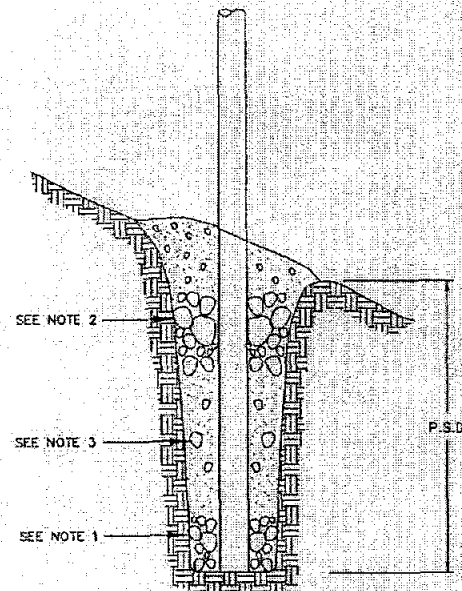
SPAN LENGTHS FOR CLASS 3 AND CLASS 4 POLES  
SUPPORTING COMMUNICATIONS CABLES ONLY

#### **16.05.4 Pole Setting Depth (P.S.D.)**

- (a) The recommended minimum Pole setting depths are shown in the P.S.D. Table on page 64.
- (b) Pole crib installation details are shown on pages 65 and 66.

#### **16.05.5 Pole Marking**

Pole ownership, date nail, and numbering identification tags are to be placed by NP as illustrated on page 67.

LEVEL TERRAINSIDE HILL TERRAIN

POLE SETTING DEPTH P.S.D.	
POLE HEIGHT FT.	MIN. SETTING DEPTH METERS (FT.)
25	1.37 (4 1/2)
30	1.52 (5)
32 1/2 & 35	1.68 (5 1/2)
40	1.83 (6)
45	1.98 (6 1/2)
50	2.13 (7)
55	2.29 (7 1/2)
60	2.44 (8)
65	2.59 (8 1/2)
70	2.74 (9)

NOTES:

1. POLE SHALL HAVE A FOOTING OF 230mm (9") OF ROCK.
2. POLE SHALL HAVE A COLLAR OF 230mm (9") OF ROCK.
3. EARTH FILL SHALL BE PLACED IN 230mm (9") LAYERS AND THOROUGHLY TAMPED.
4. EXCESS FILL SHALL BE MOUNDED AROUND POLE UNLESS IN A LANDSCAPED AREA.
5. HOLES DUG BY BACKHOE SHALL ALWAYS BE DUG WITH THE LINE.

STANDARD POLE SETTING DETAILS

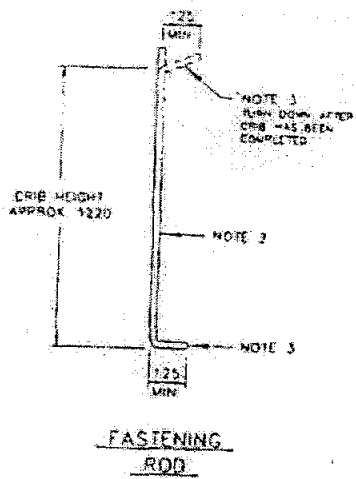
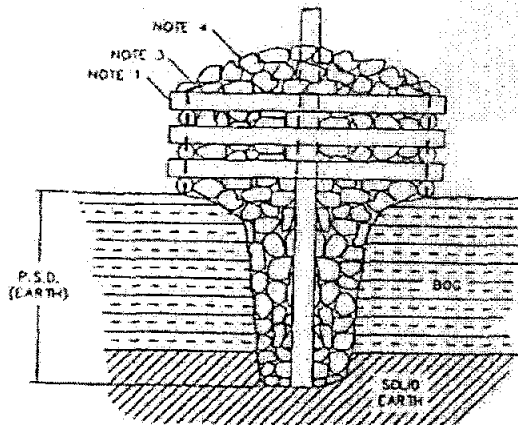
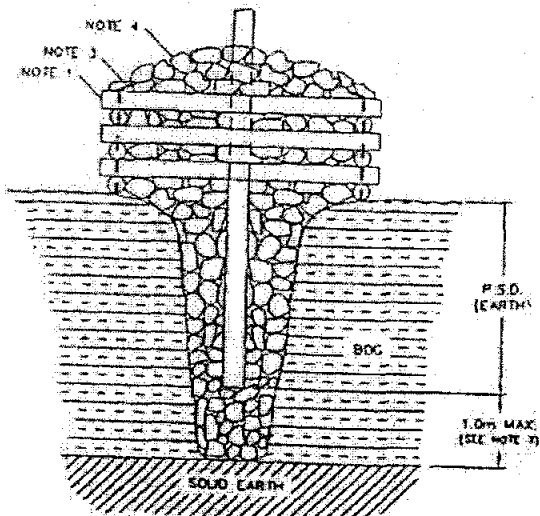
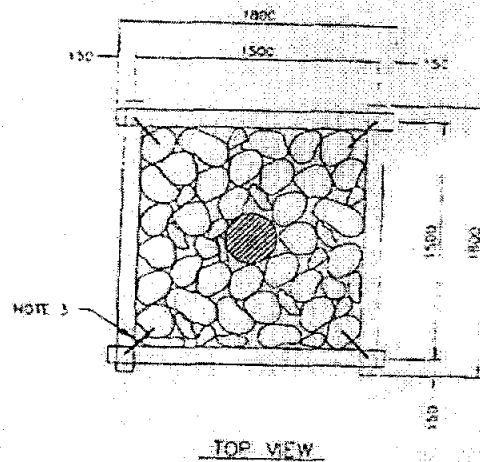


TABLE NO. 1	
POLE HT.	CRIB HT. (mm)
30' & 35'	1070
40' & 45'	1220
50' & 55'	1370

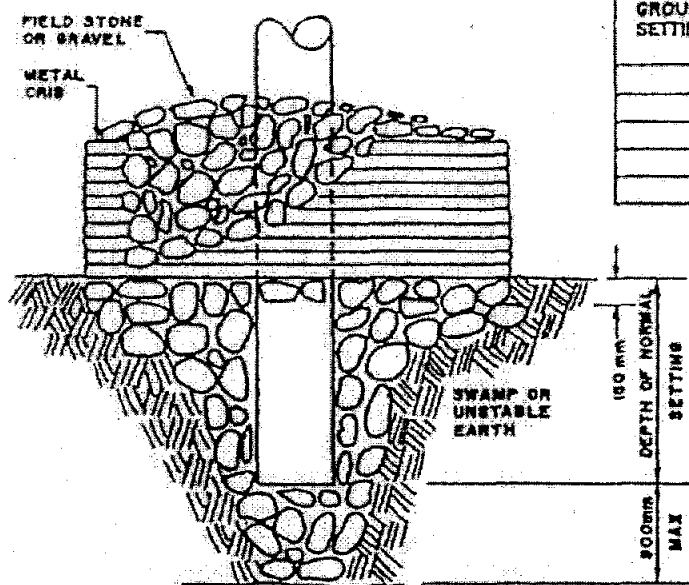
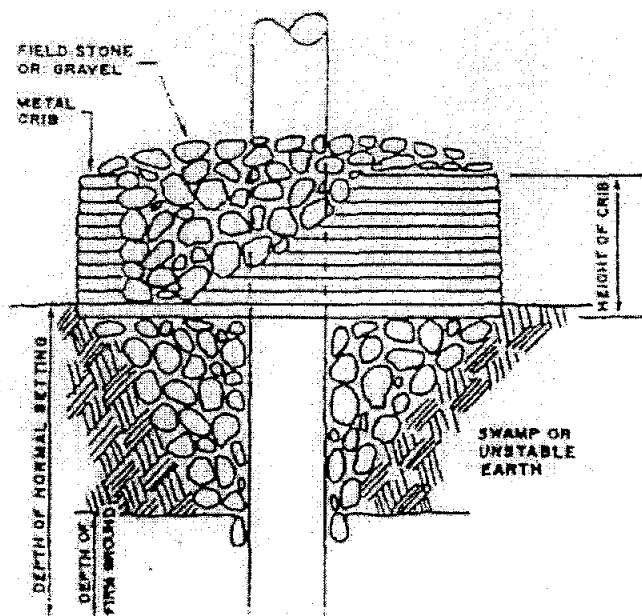


### NOTES

1. CRIB TIMBER SHALL BE OF: -  
(a) TREATED POLES OR TREATED TIMBER.  
(b) LOCAL UNTREATED - IF SPECIFIED.
2. CORNER FASTENING ROD SHALL BE OF: -  
(a) 1/2" GALVANIZED STEEL ROD (BUTTER HEAD).  
(b) 5/8" GALVANIZED STEEL ROD (BENT LEG)
3. CORNER FASTENING ROD SHALL HAVE A MINIMUM OF 125mm BENT TOWARD POLE AT BOTTOM AND TOP OF CRIBBING AS INDICATED BY NOTE 3.
4. ROCK FILL SHALL NOT BE LESS THAN 100mm GRADE.

5. CRIB HEIGHT SHALL BE ACCORDING TO TABLE 1.
6. CRIB TIMBER SHALL BE ERECTED WITH POLE IN CENTER.
7. IF SOLID FOOTING CAN BE OBTAINED WITHIN 1.0m OF THE SETTING DEPTH - THEN THE BOG SHOULD BE EXCAVATED AND THE HOLE FILLED WITH ROCK TO POLE SETTING DEPTH, BEFORE POLE IS ERECTED.
8. IF SOLID FOOTING IS MORE THAN 1.0m BELOW THE POLE SETTING DEPTH A SPECIAL BOG STRUCTURE SHOULD BE USED OR THE POLE RELOCATED.

### STANDARD CRIB DETAILS



DEPTH OF FIRM GROUND IN NORM. SETTING (mm)	HEIGHT OF CRIB REQ'D FOR POLE LENGTHS (mm)			
	7800	9150	10700	12200
300	1200	1200	1200	1200
800	800	1200	1200	1200
800	800	800	1200	1200
1200	800	800	800	1200
1500	-	-	800	800

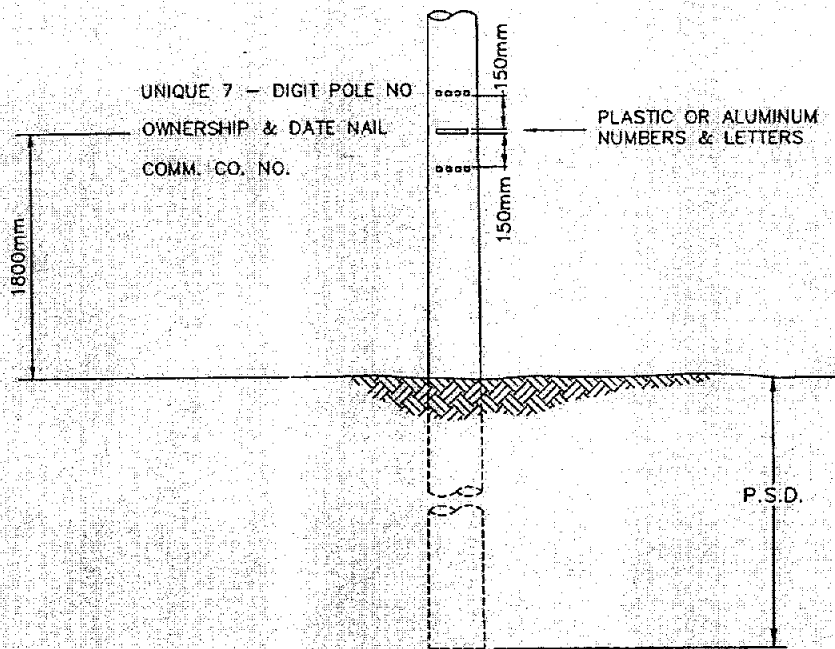
#### NOTES:

1. A METAL POLE CRIB CONSISTS OF FOUR SEEM-CIRCULAR CORRUGATED STEEL PIECES WHICH ARE ASSEMBLED IN THE FIELD USING BOLTS TO FORM A 2100 mm DIA. x 1200 mm HIGH CULVERT SECTION. HALF A CRIB (i.e. 2 PIECES ASSEMBLED TO FORM A 2100 mm DIA. x 800 mm HIGH SECTION) MAY BE USED WHERE ADEQUATE.
2. WHERE FIRM GROUND IS ONLY PARTIALLY AVAILABLE, A POLE SHALL BE PLACED AT THE NORMAL DEPTH OF SETTING AND IN ADDITION SHALL BE SUPPORTED WITH A CRIB AS ILLUSTRATED ABOVE. THE HEIGHT OF THE CRIB SECTION REQUIRED IS SHOWN IN THE TABLE ABOVE.
3. WHERE NO FIRM GROUND IS AVAILABLE WITHIN 800 mm OF THE NORMAL POLE SETTING DEPTH THE POLE SHOULD BE RELOCATED OR A SPECIAL DESIGN CRIB USED. THE SPECIAL DESIGN CRIBBING MUST BE MUTUALLY ACCEPTABLE TO NEWFOUNDLAND TELEPHONE AND THE POWER COMPANY.

#### METAL POLE CRIB DETAILS

NOTES:

1. OWNERSHIP/DATE NAILS WILL BE INSTALLED ON ALL SUPPORT STRUCTURES AS SHOWN.
2. THE POLE OWNER WILL SUPPLY AND INSTALL OWNERSHIP TAGS.
3. POLE NUMBERING WILL BE LOCATED AS SHOWN ON THE DIAGRAM.
4. THE DATING NAIL WILL BE INSTALLED AT THE TIME OF CONSTRUCTION.

STANDARD MARKING FOR SUPPORT STRUCTURES

#### 16.05.6 Reuse of Wood Poles

- (a) Used Poles are not to be scrapped prematurely, but should be reused if they are in good condition. Inspection procedures with respect to used Poles shall be carried out uniformly by the Parties. Defective material shall be recognized immediately upon inspection and not reused.
- (b) The following criteria shall apply for inspection of used Poles:
  - (i) Species: Only the following species will be acceptable to be used as Poles which may be reused:
    - (A) Southern Yellow Pine
    - (B) Red Pine
    - (C) Scots Pine
  - (ii) Treatment: Only the following will be acceptable treatments for Poles which may be reused:
    - (A) Pentachlorophenol (Penta);
    - (B) Chromated Copper Arsenate (CCA).
  - (iii) Defects: The following defects, as defined below shall be used as the criteria to determine whether used Poles are to be accepted or rejected for reuse:
    - (A) Check: Separation of the wood that extends radially across the annual growth rings and are the inevitable result of the drying of the wood.
    - (B) Crack/Break: A cross-break in the wood which is usually the result of rough handling (loading, unloading).
    - (C) Decay: The deterioration of wood caused by the action of wood destroying fungi, resulting in softening, loss of strength, and weight and often change of texture and colour. Note that advanced decay means the late stage of decay in which the decomposition is readily recognized as the wood becomes soft, stringy, pitted or crumbly. Incipient decay means the early stage of decay in which the decomposition has not proceeded far enough to soften or otherwise change the hardness of the wood. It is usually accompanied by the slight discoloration of the bleaching of the wood.



- (D) Shake: The separation of the wood along the grain, the greater part of which occurs between the annual growth rings.
- (E) Split(s): Usually the result of two checks meeting at the centre of the Pole, resulting in two discrete portions of the Pole being completely separated.

(iv) Application of Defects:

- (A) Check: Checks that result from normal seasoning of the wood shall be permitted. A combination of two checks (which meet in the centre) in the top or extending more than two feet in the butt shall be cut off to eliminate those portions.
- (B) Crack/Break: Poles with cracks or breaks shall be rejected.
- (C) Decay: Advanced decay or decay in heartwood (inner, dark core) shall be rejected; however, incipient decay in sapwood (outer, lighter wood) is permitted.
- (D) Shake: Shakes in the butt end surface extending through an arc of not more than 90 degrees shall be permitted.
- (E) Split(s): Poles with splits in the top or extending more than two feet in the butt shall be cut off to eliminate those portions.
- (F) In addition to the above defects, Poles that have excessive amounts of climbing holes, bird holes, insect attack damage or burn marks that penetrate the sapwood or pores in poor physical condition shall be rejected or cut off to eliminate the defective portion.

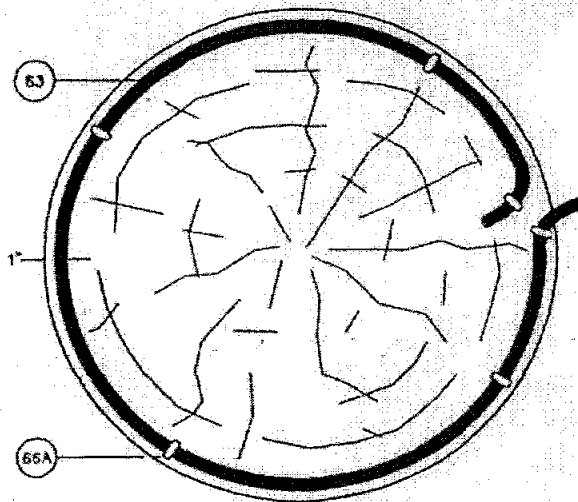
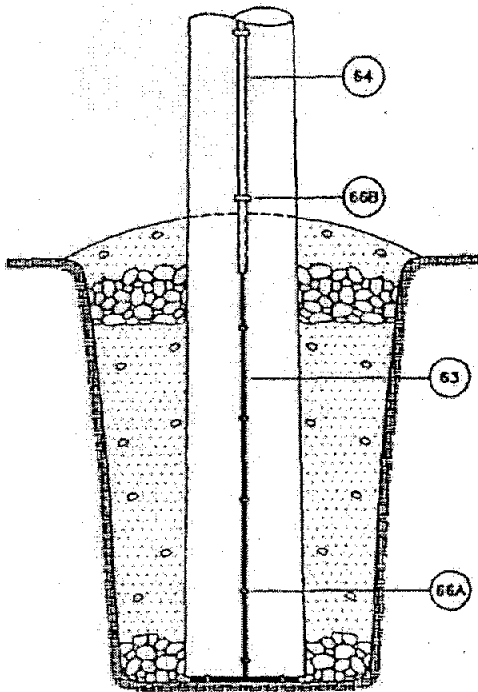
(v) Age Category: The following age categories shall apply in order to determine whether Poles may be reused:

- (A) 10 years or less: to be reused as per class and height.
- (B) Over 10 years - less than 25 years: to be reused as 30' service Poles and street light Poles only.
- (C) 25 years and over: to be rejected.

- (vi) Retreatment: All Poles in Age Category (B) shall be retreated in the following manner:
  - (A) Butt: Butt ends that are cut off shall be retreated.
  - (B) Top: All Poles that are cut off at the top shall have the top retreated.
- (vii) Holes: All unused bolt-holes are to be plugged after framing using treated plugs.

#### 16.06 Grounding and Bonding

- (a) Grounding coils shall be placed in accordance with the installation details shown on page 71, on all Poles supporting equipment such as distribution transformers and Guys. Additional ground coils shall be installed if these grounds do not satisfy the requirement of one ground per 300 metres. Where grounding is required on an existing Support Structure, ground rods shall be installed as per the installation details on page 72.
- (b) The bonding and grounding of communication cables to the structure ground shall be at the beginning and the end and at approximately 300 metre intervals along the Pole Line. The connection of the communication ground wire and the power ground wire, to the structure ground is shown on page 73.
- (c) Communication Guys that are not effectively grounded through the strand bolt shall be bonded to the strand as shown on page 74.

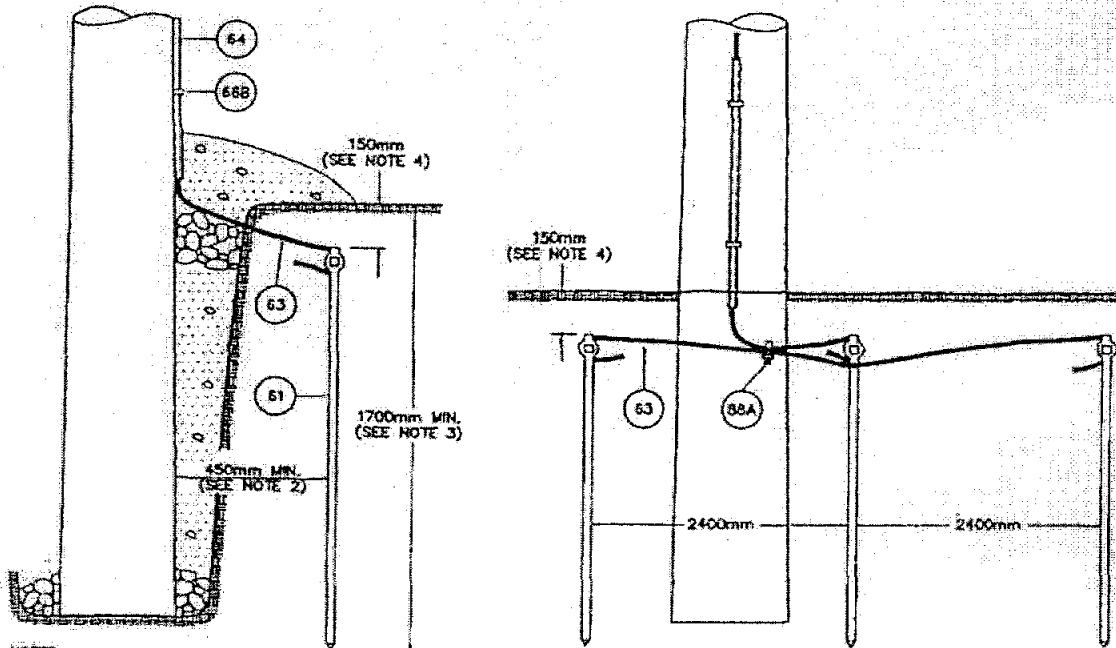


GROUND COIL DETAILS  
BUTT SECTION

NOTES:

1. A GROUND COIL IS TO BE USED FOR GROUNDING GUYS, TRANSFORMERS AND OTHER APPARATUS ON WOOD POLES.
2. THE GROUND COIL WILL HAVE TO BE MADE UP AND CLAMPED PRIOR TO INSTALLING THE POLE.
3. THE COIL IS CONSTRUCTED BY WRAPPING A SINGLE TURN OF #4 BARE, SOLID COPPER WIRE AROUND THE OUTER EDGE OF THE POLE BUTT.
4. THE WIRE USED FOR THE GROUND COIL SHOULD BE OF SUFFICIENT LENGTH TO EXTEND AND CONNECT TO THE SYSTEM NEUTRAL.
5. THE GROUND WIRE SHALL BE COVERED WITH A GROUND WIRE GUARD. THE GUARD SHALL EXTEND 150mm BELOW FINAL GRADE AND BE CLAMPED AT 200mm INTERVALS.
6. A GROUND COIL IS NOT RECOMMENDED WHERE THE POLE IS RESTING ON A ROCK FOUNDATION.

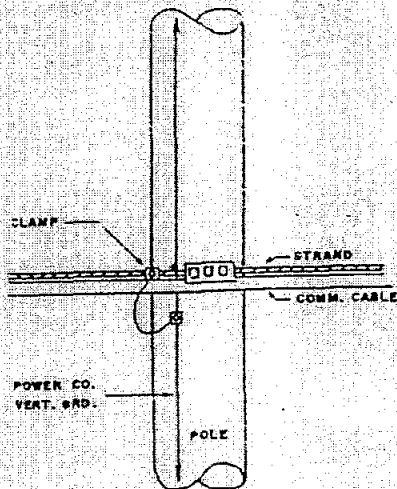
STANDARD GROUND COIL INSTALLATION DETAILS

**NOTES:**

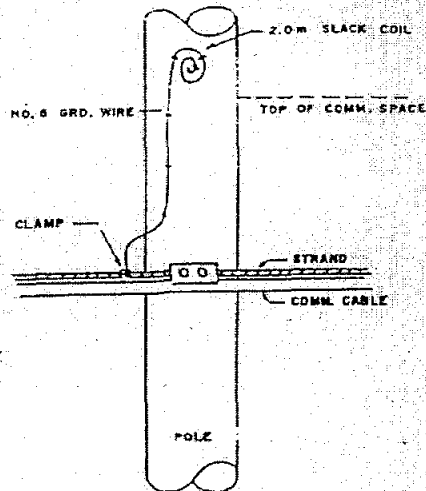
1. A GROUND ROD IS TO BE USED WHERE IT IS IMPRACTICAL TO INSTALL A GROUND CABLE.
2. GROUND RODS SHALL BE INSTALLED IN UNDISTURBED EARTH (AT LEAST 450mm FROM WOOD POLES) TO ENSURE THE BEST POSSIBLE CONTACT WITH THE SOIL.
3. THE GROUND ROD SHALL BE DRIVEN VERTICAL IF THIS IS NOT POSSIBLE THE GROUND ROD MAY BE DRIVEN AT AN ANGLE NOT LESS THAN 45° TO THE HORIZONTAL TO ITS FULL DEPTH.
4. FOR PROTECTION THE GROUND ROD AND GROUND WIRE SHALL BE BURIED AT LEAST 150mm BELOW FINAL GRADE.
5. THE GROUND WIRE SHALL BE COVERED WITH A GROUND WIRE GUARD. THE GUARD SHALL EXTEND 150mm BELOW FINAL GRADE AND BE CLAMPED AT 200mm INTERVALS.
6. TO IMPROVE GROUND RESISTANCE AT A PARTICULAR LOCATION TWO OR THREE GROUND RODS MAY BE ADDED TO THE EXISTING ELECTRODE AS INDICATED.
7. THE ADDITIONAL RODS SHOULD BE SPREAD NOT LESS THAN 2400mm APART AND INsofar AS POSSIBLE BE INSTALLED ALONG THE ROUTE OF THE POLE.

**INSTALLATION DETAILS FOR IMPROVED GROUND RESISTANCE****STANDARD GROUND ROD INSTALLATION DETAILS**

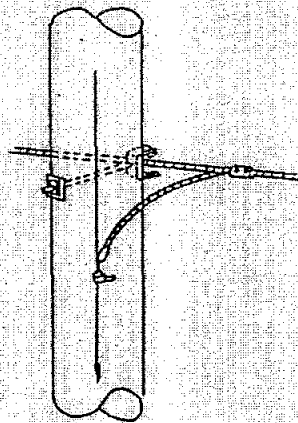
BONDING STRAND TO VERTICAL GROUND



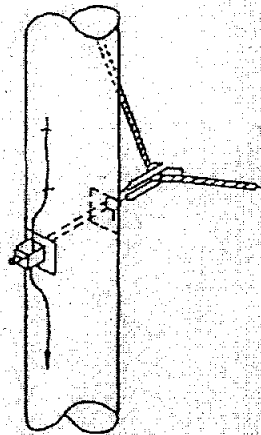
BONDING STRAND TO MULTI GROUND NEUTRAL



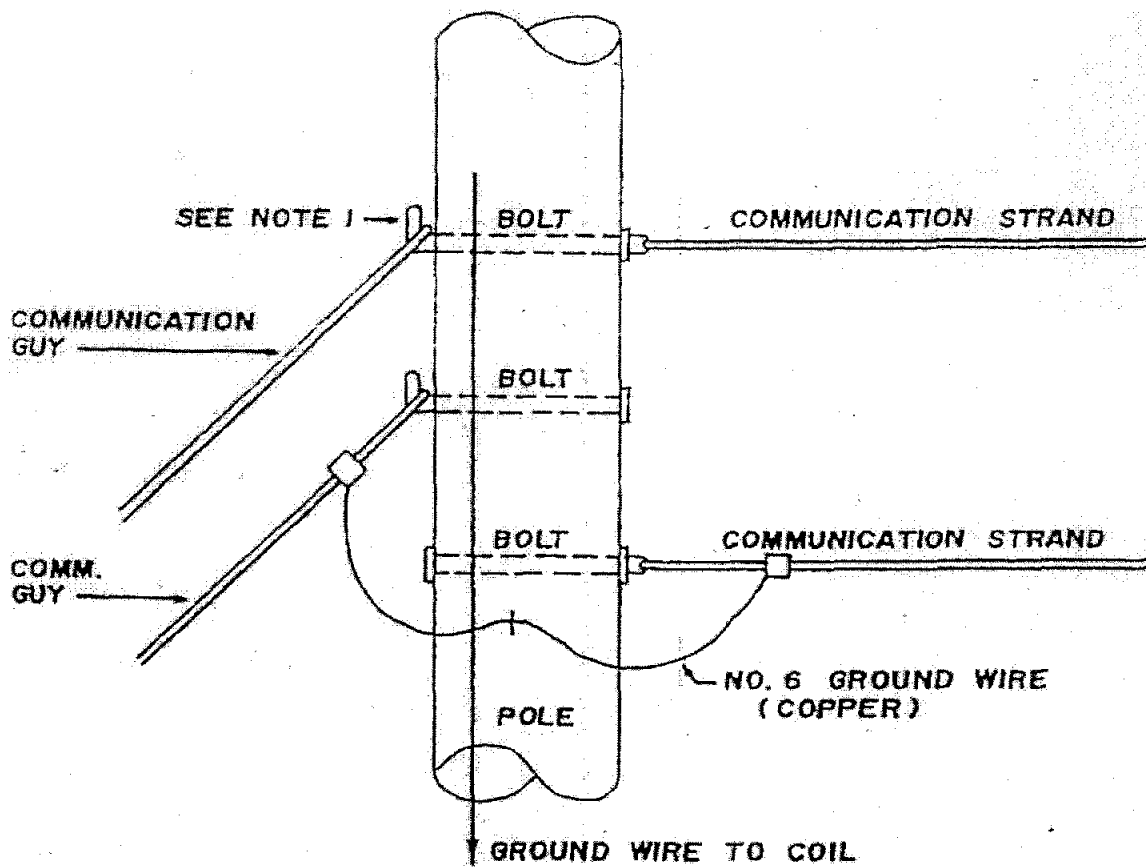
COMMUNICATION CONNECTION

CONNECTION - GROUND WIRE TO  
NEUTRAL - "B" STRUCTURE

POWER CONNECTION

CONNECTION - GROUND WIRE TO  
NEUTRAL - "C" & "E" STRUCTURES

GROUND WIRE CONNECTION FOR SUPPORT STRUCTURES



NOTE 1: TOP GUY IS EFFECTIVELY  
GROUNDED THROUGH BOLT.

COMMUNICATION GUY BONDING DETAILS

**16.07 Easement Widths for Pole Lines**

- (a) The standard Joint Use easement widths shall be as follows:
  - (i) Span lengths less than, or equal to, 61 metres
    - (A) two and three phase primary conductor and communication cables - 7.4 metres
    - (B) single phase primary conductor and communication cables - 5.4 metres
    - (C) secondary conductor and communication cables - 3.0 metres (minimum)
    - (D) Guy wire and Anchors - 3.0 metres wide x 8.0 metres (minimum) to 10.0 metres (maximum) long
  - (ii) Span lengths more than 61 metres
    - (A) single phase and three phase primary conductors and communication cables - 9.0 metres
    - (B) Guy wires - 3.0 metres wide x 10.0 metres long
- (b) The Standard Non Joint Use easement width shall be 3.0 metres (minimum).
- (c) The Pole Line shall be located in the center of the easement.

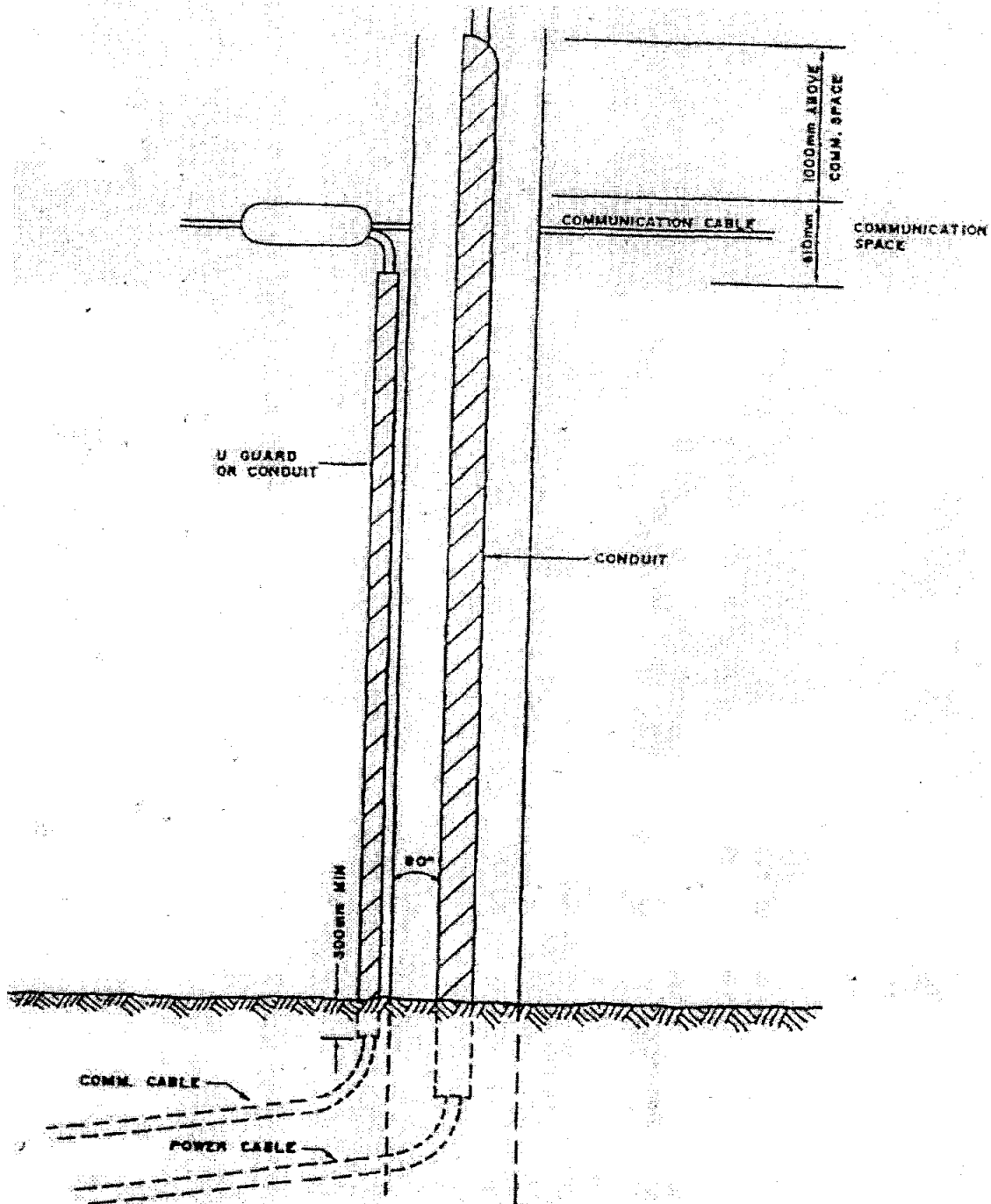
## 16.08 Line Clearing and Tree Trimming

- (a) For construction of new Pole Lines supporting primary conductors, the right of way shall be cleared to a maximum width of 7.4 metres, including all overhanging branches. The cleared section should be increased in locations where high trees or upslope is encountered. For secondary and service Pole Lines, a cleared width of 3.0 metres should be adequate providing the area is well sheltered and there is reasonable assurance that trees will not fall into the Pole Line. To provide adequate working conditions, all brush and stumps are to be cut within 150 mm of existing grade. All cuttings, trees, deadfall, bark and debris shall be burned or otherwise removed from the right of way. This burning must be conducted at a sufficient distance from the Pole Line to avoid heat damage to telephone cables and power lines. When a tree is located near energized power lines, a rope shall be used to anchor the tree to ensure that once cut it does not fall across these lines. Once cleared, NP may, subject to environmental regulation, cut, use spray, pellets, or other acceptable methods to control the growth of underbrush.
- (b) Most properly maintained rights of way will require no tree trimming. However in areas where trees are maintained for aesthetic reasons, trimming is essential. Trimming, in general, should be carried out when branches reach a 2 metre radius for fast growing trees and 1 metre radius for slow growing trees when adjacent to primary conductor and/or 1 metre radius for fast growing trees and 0.5 metre radius for slow growing trees when adjacent to secondary power lines and communication cable. All dead-wood which could blow into the line or trees which are leaning or appear to have inadequate support shall be removed during the trimming process. Special consideration shall be given to trees near school yards and playground areas to eliminate the possibility of climbing by children near energized conductors and/or cables.

## 16.09 Vertical Runs on Poles

- (a) Vertical runs of neutral conductors and ground wires shall be protected to a height of 2400mm with suitable grade material of adequate electrical insulating and mechanical properties. Where the vertical run consists of a power cable, the protection may consist of metal guard, or conduit, without insulating properties.
- (b) Power and communication vertical runs should not be made on the same Poles. Where it is not practical to place them on separate Poles they shall at least be 90° apart. A typical riser arrangement is shown on page 77.





**NOTES:**

1. CONCRETE ABUTMENT MAY BE REQUIRED AROUND DUCTS OR GUARDS IF EXPOSED TO VEHICULAR TRAFFIC.
2. SUPPLY SPACE AT DEADEND DIP POLE MUST BE AT 90 DEG. TO DOWN GUY TO ALLOW FOR COMMUNICATION GUY ATTACHMENT.

**POLE RISER DETAIL**

### **Standard Symbols**

The following exhibits show the most common symbols used by Aliant and Newfoundland Power.

**EXHIBIT A – Aliant Symbols**

**EXHIBIT B – Newfoundland Power Symbols**

## Exhibit A – Aliant Telecom Symbols

### NEW

### EXISTING



Wood Pole - Non-Joint Use, Indicate Height and Class



Wood Pole - Joint Use, Indicate Height and Class



Foreign Owned Pole



Downguy and Anchor



Pole to Pole Guy



Push Brace

NOTES: 1. STANDARD SYMBOLS USED ON WORKPLANS.

2. SYMBOLS WHICH ARE SHADED OR HEAVY INDICATE NEW CONSTRUCTION.

3. GUYS REFER TO ALIANT GUY ONLY. ANCHORS TO BE SIZED TO ACCOMMODATE ADDITIONAL NEWFOUNDLAND POWER REQUIREMENTS.

4. STANDARD ROD TYPE IS: 1" X 8' TRIPLE EYE.

## Exhibit B - Newfoundland Power Symbols

○ ● NP WOOD POLE	Indicate Pole Height (Ft.) & Class (Other Than 4) Ex. ○ 35-3
□ ■ NP STEEL POLE	Indicate Pole Height (Ft.)
— G1	SINGLE DOWN GUY
— G2	DOUBLE DOWN GUY
— G3	OVERHEAD GUY
— G4	SIDEWALK GUY
—	OVERHEAD 3 $\phi$ PRIMARY CONDUCTOR
—	OVERHEAD 2 $\phi$ PRIMARY CONDUCTOR
—	OVERHEAD 1 $\phi$ PRIMARY CONDUCTOR
—	OVERHEAD DUPLEX #8 ASC WP
—	OVERHEAD 3 WIRE SECONDARY WP
—	OVERHEAD 4 WIRE SECONDARY WP
—	OVERHEAD TRIPLEX ASC WP
—	OVERHEAD QUADRUPLIX
—	SECONDARY BUS BREAK
— U	UNDERGROUND 3 $\phi$ PRIMARY CABLE
— 1 $\phi$	UNDERGROUND 1 $\phi$ PRIMARY CABLE
—	PRIMARY AERIAL CABLE
— U	UNDERGROUND DUPLEX CABLE PE/PVCJ
— U(1)	UNDERGROUND TRIPLEX CABLE PE/PVCJ
— U	UNDERGROUND 3 WIRE SECONDARY CABLE
— U	UNDERGROUND 4 WIRE SECONDARY CABLE
— C	CUSTOMER OWNED PLANT
△	1 $\phi$ TRANSFORMER 120/240 VOLT
△△	OPEN DELTA TRANSFORMER BANK
△△△	3 $\phi$ TRANSFORMER BANK
□	3 $\phi$ PADMOUNT TRANSFORMER
□	1 $\phi$ PADMOUNT TRANSFORMER
□	PRIMARY METERING TANK
—	CAPACITOR
—	VOLTAGE REGULATOR
○	LUMINAIRE

LETTER 'E' OR SHADED SYMBOLS INDICATES EXISTING PLANT

### CONDUCTOR DESIGNATION

CU	COPPER
ASC	ALUMINUM STRANDED CONDUCTOR
AASC	ALUMINUM ALLOY STRANDED CONDUCTOR
ACSR	ALUMINUM CONDUCTOR STEEL REINFORCED
PILC	PAPER INSULATED LEAD COVERED
XLPE/CN	CROSSLINK POLYETHYLENE INSULATED CONCENTRIC NEUTRAL
WP	WEATHERPROOF CONDUCTOR
XLPE/PVCJ	CROSSLINK POLYETHYLENE INSULATED, POLYVINYL CHLORIDE JACKET

### LUMINAIRE DESIGNATION

S	HIGH PRESSURE SODIUM
M	MERCURY VAPOUR
14	STANDARD LUMINAIRE 14" BRACKET
8	STANDARD LUMINAIRE 8" BRACKET
2	STANDARD LUMINAIRE 2" BRACKET
P	POST TOP LUMINAIRE

### NOTES

- THIS DRAWING INDICATES THE STANDARD LEGEND TO BE USED ON ALL PROJECT PLANS.
- INFORMATION NORMALLY REQUIRED TO IDENTIFY ITEM, SIZE, ETC. SHOULD BE PLACED ADJACENT TO THE SYMBOL AS INDICATED BY THE EXAMPLE ON DRAWINGS. WHERE THE ITEM, SIZE AND TYPE ARE CONSISTENT, THE INFORMATION MAY BE INCLUDED WITH THE LEGEND.
- SYMBOLS WHICH ARE SHADED AS OUTLINED, INDICATE AN EXISTING ITEM. THE LETTER 'E' SHALL BE USED ADJACENT TO THE REMAINING SYMBOLS TO INDICATE AN EXISTING ITEM.
- GUY'S REFER TO NL&P GUY'S ONLY. HOWEVER THE ANCHOR SHALL BE SIZED TO ACCOMMODATE A GUY FOR COMMUNICATION CIRCUITS WHERE REQUIRED.  
STANDARD ROD TYPES ARE:  
(a) 3/4" x 8" DOUBLE EYE FOR UP TO 2 SINGLE GUY'S  
(b) 1" x 8" TRIPLE EYE FOR UP TO 3 SINGLE GUY'S
- THE DESIGNATION TO BE USED ADJACENT TO THE SYMBOL FOR CONDUCTOR AND LUMINAIRE ARE INDICATED ABOVE.
- THE OPERATING VOLTAGE AND INSULATION LEVEL SHALL BE INDICATED ON EACH PLAN.

## STANDARD SYMBOLS - NEWFOUNDLAND POWER

**SCHEDULE "B"****CALCULATION OF ANNUAL RENTAL RATE AND ANNUAL RENTAL FEE****Annual Rental Rate (per Billable Pole Unit)**

2001	\$32.00
2002	2001 Annual Rental Rate $\times$ [1 + (50% $\times$ 2001 GDPPI)] $\pm$ Third Party Revenue Adjustment
2003	2002 Annual Rental Rate $\times$ [1 + (50% $\times$ 2002 GDPPI)] $\pm$ Third Party Revenue Adjustment
2004	2003 Annual Rental Rate $\times$ [1 + (50% $\times$ 2003 GDPPI)] $\pm$ Third Party Revenue Adjustment
2005	2004 Annual Rental Rate $\times$ [1 + (50% $\times$ 2004 GDPPI)] $\pm$ Third Party Revenue Adjustment
2006	2005 Annual Rental Rate $\times$ [1 + (50% $\times$ 2005 GDPPI)] $\pm$ Third Party Revenue Adjustment
2007	2006 Annual Rental Rate $\times$ [1 + (50% $\times$ 2006 GDPPI)] $\pm$ Third Party Revenue Adjustment
2008	2007 Annual Rental Rate $\times$ [1 + (50% $\times$ 2007 GDPPI)] $\pm$ Third Party Revenue Adjustment
2009	2008 Annual Rental Rate $\times$ [1 + (50% $\times$ 2008 GDPPI)] $\pm$ Third Party Revenue Adjustment
2010	2009 Annual Rental Rate $\times$ [1 + (50% $\times$ 2009 GDPPI)] $\pm$ Third Party Revenue Adjustment

Note: Where GDPPI is less than zero, it shall be deemed to be zero for the purpose of the calculation.

**Transitional Rate Adjustment**

For the years 2001 to 2005, Aliant shall pay, in addition to the Annual Rental Rate, a transitional rate adjustment of \$0.50 per Billable Pole Unit (the "Transitional Rate Adjustment").

**Annual Determination of Billable Pole Units**

2001                      179,943 Pole Units <sup>1</sup>  
2002 to                      Total NP Distribution Poles <sup>2</sup> (end of previous year)  $\times$  72.43 % <sup>3</sup>  
2010

(the "Occupied Pole Units")

Occupied Pole Units *less* Transitional Pole Count Adjustment <sup>4</sup> = Billable Pole Units

- 1 Total of Joint Use Poles owned by NP at December 31, 2000 and Joint Use Poles owned by Aliant at December 31, 2000.
- 2 Total NP Distribution Poles means the 69,848 Joint Use Poles acquired from Aliant, the 178,591 NP Distribution Poles as of December 31, 2000, as modified by net adjustments to NP's general ledger under the distribution plant class.
- 3 Percentage represents (Aliant Joint Use Poles + NP Joint Use Poles)  $\div$  (Aliant Joint Use Poles + Total NP Distribution Poles), as of December 31, 2000.
- 4 See Transitional Adjustments, page 3.

**Determination of Annual Rental Fee**

- 1) (Annual Rental Rate *plus* Transitional Rate Adjustment) *multiplied by* Billable Pole Units = Annual Rental Fee before Adjustments
- 2) Annual Rental Fee before Adjustments *less* Transitional Third Party Revenue Adjustment\* = Annual Rental Fee

\* See Transitional Adjustments, page 3.

**Third Party Revenue Adjustment**

If Billable Third Party Revenue for the previous year is greater by more than \$100,000 than the Billable Third Party Revenue for the year before, the Annual Rental Rate for the current year shall be adjusted downwards by an amount equal to 62.5% of the amount by which the variance exceeds \$50,000 as calculated below.

If Billable Third Party Revenue for the previous year is lower by more than \$100,000 than the Billable Third Party Revenue for the year before, the Annual Rental Rate for the current year shall be adjusted upwards by an amount equal to 62.5% of the amount by which the variance exceeds \$50,000 as calculated below.

The calculation is as follows:

1. (a) For 2002, the variance between the actual 2001 Billable Third Party Revenue *and* the benchmark combined NP and Aliant Third Party revenue of \$1,810,312 *less* \$50,000; and
- (b) For subsequent years, the year over year variance in actual Billable Third Party Revenue *less* \$50,000

= Adjusted Third Party Revenue

2. Adjusted Third Party Revenue  $\times$  62.5% = Aliant's Portion
3. Aliant's Portion *divided by* (Occupied Pole Units *plus* Aliant-only Occupied Pole Units) = Third Party Revenue Adjustment

### Transitional Adjustments (2001 – 2004)

#### Transitional Pole Count Adjustment \*

2001	89,972 Poles
2002	53,983 Poles
2003	35,989 Poles
2004	17,994 Poles

#### Transitional Third Party Revenue Adjustment \*

2001	\$521,000
2002	\$312,600
2003	\$208,400
2004	\$104,200

\* Transitional Adjustments apply only during the first four years of the initial term of the Agreement. The Transitional Pole Count Adjustment is based on the starting Pole count of 179,943 poles. The transitional Third Party Revenue Adjustment is based on Aliant's benchmark Third Party revenue of \$1,128,733.

**SCHEDULE "C"****CALCULATION OF NET BOOK VALUE  
JOINT USE POLES****Buy-back on Termination (Clause 9.07)**

The Net Book Value of the Support Structures to be purchased by Aliant shall be determined in accordance with the following methodology:

**Step 1**

Determine the total cost of Poles as recorded in NP's fixed asset plant records in each of the following accounts:

1. Treated Wooden Distribution Poles (under 35 ft.)
  2. Treated Wooden Distribution Poles (35 ft. and over)
  3. Anchors & Rights-of-Way
- (the "Three Accounts").

Adjust the total cost of Poles relating to each of the Three Accounts to remove the effect of any accounting or financial practices different from those used by NP in 2000.

**Step 2**

Using the numbers arrived at in Step 1, calculate the adjusted total cost of Poles relating to each of the Three Accounts in the following manner:

1. Deduct the amount of General Expenses Capitalized added to the respective accounts since 1997.
2. Deduct the amount of Interest During Construction added to the respective accounts since 1985.

**Step 3**

Based on the adjusted total cost of Poles determined in Step 2, calculate, for each account, the depreciation accruals in accordance with Aliant's depreciation method of equal life group straight-line depreciation with zero salvage value and an expected service life of 27 years using the Iowa R2.0 survivor curve.



Step 4

1. Calculate 32% of the unamortized portion of the Contributions In Aid of Construction received from customers by NP.
2. Allocate the calculated amount to each of the Three Accounts using the weighted average of the adjusted total cost of poles as determined in Step 2.

Step 5

Calculate the Net Book Value of each of the Three Accounts listed in Step 1 by subtracting the sum of the depreciation accruals calculated in Step 3 and the unamortized portion of the contributions in aid of construction calculated in Step 4 from the adjusted total cost of Poles calculated in Step 2.

Step 6

Allocate the Net Book Value of each of the Three Accounts as determined in Step 5 between Joint Use and NP Non-Joint Use using the percentages set out in Table 1 below. The Net Book Value allocated to Joint Use will be the total Net Book Value allocated to Support Structures.

Step 7

Determine the total of the Net Book Value to be paid by Aliant for the Support Structures by calculating 40% of the total Net Book Value allocated to Support Structures.

**Table 1<sup>1</sup>**

	Poles Under 35 ft.	Poles 35 ft. & over	Anchors & Rights-of-Way
Joint Use (JU)	58.90%	78.58%	72.43%
NP Non JU	41.10%	21.42%	27.57%

Source: Joint-use Database as at December 31, 2000

<sup>1</sup> Table 1 may be modified at the request of either NP or Aliant to reflect changes revealed in any pole count survey conducted pursuant to Clauses 9.07 or 18.04, or otherwise by mutual agreement of NP and Aliant.

**Buy-back on Exercise of Right of First Refusal (Clause 12.01)**

The Net Book Value of the Support Structures to be purchased by Aliant shall be determined in accordance with the methodology described above with the necessary adjustments *mutatis mutandis*.