

1 **Q. [Net Salvage] – If an item or a plant is retired with a replacement addition**
2 **occurring and an outside party provides \$1,000 associated with the replacement,**
3 **how is the \$1,000 accounted for (e.g., \$1,000 gross salvage, \$1,000 reduction to**
4 **replacement addition cost, a 50/50 split of the \$1,000, etc.)? Further, please provide**
5 **full justification for whatever methodology is employed. In addition, identify when**
6 **the Company first implemented such policy.**

7
8 **A. *General***

9 The accounting treatment of funds received from outside parties associated with the
10 retirement or replacement of plant is dependent on the nature of the work to which the
11 funds relate. The amount and nature of payments from outside parties is typically
12 governed by negotiated agreements requiring the outside parties to pay all or a portion of
13 the following:

- 14
15 1) Transfer costs;
16 2) Make Ready or rearrangement costs;
17 3) Sacrificed value;
18 4) Structural value;
19 5) Removal cost; and
20 6) Installation cost.

21
22 Transfer and Make Ready costs are treated as Customer Jobbing, with expenses and
23 revenue generally offsetting one another. Costs and revenue are flowed through a
24 customer jobbing work order.

25
26 Sacrificed value, structural value and removal costs are related to reimbursement for
27 remaining life and removal costs. These recoveries either offset removal cost or are
28 treated as salvage.

29
30 Installation cost recoveries are credited to a general Contribution in Aid of Construction
31 (CIAC) revenue account and amortized over the life of the remaining assets.

32
33 Newfoundland Power does not rely on a simple allocation factor to provide the allocation
34 of contributions to removal or salvage. The appropriate allocation is generally available
35 on a project-by-project basis, based on estimates of the related costs.

36
37 ***Required Contribution***

38 The determination as to whether a contribution is required, and the amount of such
39 contribution, is made by the Company's technical staff based on the various agreements
40 and policies in place.

41
42 Customers are required to pay the cost of relocations less betterment in accordance with
43 the *Newfoundland Power Inc. Schedule of Rates, Rules and Regulations* approved by the
44 Board. Further, Newfoundland Power has agreements with Bell Aliant, the Department

1 of Works, Services and Transportation, and certain other outside parties, setting the terms
2 for contribution requirements.

3
4 Copies of the various agreements and other provisions governing the contributions of
5 outside parties are attached as follows:

6
7 Attachment A contains the Joint Use Agreement (Revised).

8
9 Attachment B contains the Works, Services & Transportation Agreement.

10
11 Attachment C contains the Pole Rental Agreement between Newfoundland Power and
12 Persona Communications Incorporated.

13
14 Attachment D contains the Pole Rental Agreement between Newfoundland Power and
15 Rogers Communications.

16
17 Attachment E contains the Administration Practices.

18
19 ***2010 Depreciation Study***

20 In preparing the 2010 Depreciation Study, it was determined that, in many cases, the
21 detailed breakdown of costs underlying the required contributions was not reflected in the
22 Company's accounting records; as a result, salvage and retirement funds were credited to
23 the general CIAC revenue account. For 2012 onward, this has been corrected, with year
24 end reviews of actual contributions being conducted to ensure that contributions are
25 properly booked.

26
27 The 2010 Depreciation Study was completed based on an estimate of what the
28 depreciation reserve and Net Salvage would have been if the detailed breakdown of
29 contributions had been reflected in accounting records. The application of this estimate
30 affected both the accumulated reserve variance detailed in Schedule 2 of the 2010
31 Depreciation Study and proposed depreciation rates, resulting in a higher amortization of
32 the accumulated reserve variance and lower depreciation rates.

Joint Use Agreement
January 2011

BELL ALIANT

AND

NEWFOUNDLAND POWER

JOINT USE AGREEMENT

EFFECTIVE

JANUARY 1st, 2011

**JOINT USE AGREEMENT
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BETWEEN: **BELL ALIANT REGIONAL COMMUNICATIONS, LIMITED PARTNERSHIP**, formed under the laws of the Province of Manitoba, by its general partner Bell Aliant Regional Communications Inc., a corporation amalgamated under the laws of Canada,

("Bell Aliant"),

AND: **NEWFOUNDLAND POWER COMPANY LIMITED**, a body duly incorporated under the laws of Canada, and having an office at the City of St. John's, in the Province of Newfoundland and Labrador,

("Newfoundland Power"),

WHEREAS Newfoundland Power and Bell Aliant use Support Structures in the Province of Newfoundland and Labrador;

AND WHEREAS Newfoundland Power and Bell Aliant desire to continue the Joint Use of their respective Poles and Buried Construction and to expand Joint Use when and where Joint Use provides operating advantages and economic benefits to the Parties and their respective customers, provided that Joint Use can meet each Party's service requirements and considerations of safety and economy;

AND WHEREAS the Parties wish to set out the terms and conditions of the Joint Use arrangement in this Agreement and to provide for the detailed administration of this Joint Use Agreement and the Administrative Practices attached as Schedule "A";

NOW THEREFORE THIS AGREEMENT WITNESSES THAT in consideration of the premises and of the mutual covenants contained in this Joint Use Agreement, the Parties covenant and agree each with each other as follows:

ARTICLE I - DEFINITION OF TERMS

1.01 The following definitions shall apply in this Agreement, including the Administrative Practices attached as Schedule "A", unless the context clearly requires otherwise:

Administrative Practices means the administrative practices as set out in Schedule "A" to this Agreement;

Agreement means this Joint Use Agreement;

Anchor means all the physical components, excluding Guys, used for anchoring a Pole;

Arbitration Act means the *Arbitration Act*, R.S.N. 1990, c. A-14, as amended;

Attachment means any cable, wire, material, apparatus or fixture used by either Party and attached to a Pole and, for greater certainty, includes Guys;

Attachment Change Percentage means the percentage change in the total number of Attachments by Others to Support Structures on an annual basis as recorded by each of the Parties;

Buried Construction means the trench and/or any underground duct work, in which wires, materials or apparatus of a Party are located;

Business Day means any day, other than Saturday or Sunday or a statutory or civic holiday on which the major Canadian chartered banks are open for business in the City of St. John's, in the Province of Newfoundland and Labrador;

CCR means cumulative collection ratio as more fully described in the Administrative Practices;

Commission means the Board of Commissioners of Public Utilities of Newfoundland and Labrador or any successor body exercising similar jurisdiction;

Communication Space means that area of a Pole, no less than 610 mm in length, as more particularly delineated in the Administrative Practices;

Contractor means any person, firm or corporation that a Party retains, hires or contracts with;

Control Cable means a cable used by Newfoundland Power to transmit system control and data signals;

CSA means the Canadian Standards Association;

CRTC means the Canadian Radio-Television and Telecommunications Commission or any successor body exercising similar jurisdiction;

Emergency Maintenance means maintenance to Support Structures which is required to respond to a public Safety Hazard or a report of loss of customer service as described in the Administrative Practices;

Effective Date means January 1, 2011;

Fully Distributed Cost means the full cost, both direct and indirect, of providing a service. Direct costs include labour, benefits, materials at cost, vehicle expenses, travel related expenses, and contractor costs. Indirect costs include general expenses such as supervision and stores overhead;

Governing Body means any body having legislative or regulatory powers affecting the Parties and includes the Commission, the CRTC and any federal, provincial, municipal or other authority having jurisdiction over highways or other public places, acting under legislative authority to carry out duties in maintaining and improving public highways or other public places;

Grounding System means the ground rod or ground coil, wire and all physical components required to connect the neutral conductor to earth;

Guy means a wire used to attach a Pole to an Anchor for the purpose of providing physical support to the Pole;

Joint Ownership Ratio means the ratio of the percentage of total Joint Use Poles owned by Newfoundland Power to the percentage of total Joint Use Poles owned by Bell Aliant as provided in Article VIII;

Joint Use means, in accordance with the context, either the use by both Parties of a Support Structure that supports the Attachments, or will support the planned Attachments, of both Parties;

Joint Use Administration Committee means the committee defined in Article III of this Agreement;

Joint Use Working Committee means the committee defined in Article III of this Agreement;

JUFPA means the Joint Use Facilities Partnership Agreement made between Newfoundland Power and Bell Aliant, the successor to Aliant Telecom Inc., as of the 1st day of January, 2001;

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

Net Book Value means the original capital cost of a Support Structure as recorded on the books of the Owner less accumulated depreciation expense in relation to that Support Structure;

Others means persons, firms or corporations which are not a Party to this Agreement and shall include cable television entities licensed under the Telecommunications Act;

Owner means the Party who owns the Support Structure;

Overhead Guy Pole means a Pole used to support a Pole when a Guy and Anchor cannot be attached to the Pole;

Party means a party to this Agreement;

Permit means the instrument in writing by which the Owner authorizes Joint Use of a support structure;

Planned Maintenance means routine maintenance to Support Structures as described in the Administrative Practices;

Pole means a utility pole owned by a Party and used to support electrical power or telecommunications equipment;

Pole Line means two or more Poles installed in a sequence to service a particular area;

Power Space means that area of a Pole as more particularly delineated in the Administrative Practices;

Property Rights means easements, rights of way, licenses, fee simple interests, consents of Governing Bodies and other rights giving ingress to and egress from the Support Structures, obtained in accordance with the Administrative Practices;

Public Utilities Act means the *Public Utilities Act*, R.S.N. 1990, c. P-47, as amended;

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;

Replace/Replacement means the substitution of a new or different Support Structure for an existing Support Structure;

Rural Centre means an area which is not within an Urban Centre;

Sacrificed Value means the cost recovered for Poles prematurely displaced as set forth in the Administrative Practices;

Safety Hazard means a hazard that is of such a nature that there is an immediate risk of serious injury;

Service Pole means a Pole supporting secondary or service loops operating at a nominal voltage of 750 volts to the ground or less;

SSWR means a Support Structure work request form;

Structural Value means the sale price of support structures sold in place as set forth in the Administrative Practices;

Substandard Pole means a Support Structure which does not conform to the specifications of the Administrative Practices;

Support Structures means Joint Use Poles (both main line and service line), Anchors, Grounding Systems, pole cribs and related hardware owned by either Newfoundland Power or Bell Aliant or acquired or constructed by either and located in the Province of Newfoundland and Labrador but does not include Buried Construction;

Telecommunications Act means the *Telecommunications Act*, S.C.1993, c. 38, as amended;

Tenant means the Party making, applying for or having the permission to make Joint Use of a Pole belonging to the other Party;

Transfer means the removal of Attachments from one Pole and the placing of the same Attachments on another Pole;

Transmission Line means a power supply circuit operating at a voltage in excess of 25KV, phase-to phase; and

Urban Centre means an area as more particularly defined in the Administrative Practices.

- 1.02** (a) In this Agreement and in the Administrative Practices, the words "Article" and "Clause" shall refer to specific portions of the Agreement itself, and the word "Section" shall refer to 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.
- 1.03** 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.

ARTICLE II - TERRITORY AND SCOPE OF AGREEMENT

- 2.01** The Parties shall, in accordance with and subject to this Agreement:
- (a) co-operate and consult with each other in the planning, design, installation, removal and maintenance of Support Structures and the acquisition of Property Rights for Joint Use with a view to providing maximum economic and service advantages to the customers of both Parties;
 - (b) undertake such inspections or re-inspections as each deems necessary to ensure compliance by Others to the designed use of Support Structures;
 - (c) continue jointly using Support Structures which are on the date of execution of this Agreement jointly used by the Parties;
 - (d) permit the Joint Use of support structures which are not on the date of execution of this Agreement jointly used by the Parties; and
 - (e) discontinue the use of Support Structures.

2.02 Each Party:

- (a) agrees to the principle of Joint Use whenever it is desirable in the judgment of both Parties;
- (b) shall determine the requirements of its own service and the character, design and construction of its own Attachments on Support Structures and of its own cables, wires and materials in Joint Use Buried Construction, subject to the provisions and specifications of the Administration Practices; and
- (c) reserves the right to exclude from Joint Use any of its support structures which in the Party's reasonable judgment:
 - (i) are necessary for its sole use; or
 - (ii) carry, or are intended to carry, circuits of such character that would make Joint Use of such support structures undesirable.

2.03 The Administrative Practices are included as part of this Agreement and shall be read in conjunction with each of the Articles, provided that in the event of 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 of the Parties.

2.04 This Agreement is effective within the territory of the Province of Newfoundland and Labrador in which both Parties operate and distribute their respective services and shall cover all Support Structures now existing or later constructed or acquired in this territory or any other territory that may be brought under this Agreement by mutual consent.

2.05 Except as specifically provided in this Agreement, all other agreements between the Parties for the Joint Use of Support Structures and Buried Construction within the territories covered by this Agreement are abrogated and annulled.

ARTICLE III - JOINT USE COMMITTEES

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

3.02 The Joint Use Administration Committee shall establish and maintain a Joint Use Working Committee, the responsibilities, constitution, procedures and mandate of which are more fully described in the Administrative Practices.

ARTICLE IV - SAFE WORK PRACTICES

- 4.01** Each Party shall be responsible for the safe performance of all work required or undertaken under this Agreement by the Party or by its Contractors except that:
- (a) where the Contractor working on that Party's behalf is the other Party to this Agreement, the Party so performing the work shall be responsible for the performance of the Work in a safe manner and in accordance with all applicable legislation and regulations; and
 - (b) where work is required by reason of unsafe conditions created by the action or inaction of the other Party, or where a Party is performing, or causing to be performed, work that the other Party was obligated to do under this Agreement, the work shall be deemed to have been completed by the Party creating the unsafe conditions or failing to perform the work.
- 4.02** Where one Party is performing work on Support Structures owned by the other Party pursuant to Clause 11.02, all work performed by that Party or others working on that Party's behalf, shall be performed in a safe manner and in accordance with all applicable legislation and regulations.
- 4.03** All work performed by either Party, or those working on that Party's behalf, which is in such proximity to electrical circuits that there is a Safety Hazard including, without limitation, the installation of Poles and the clearing of vegetation in Pole Lines, shall be undertaken by a Party or any Contractor only in accordance with the more stringent of the Parties' current safety policies, standards and procedures as communicated in writing between the Parties from time to time.
- 4.04** Each Party shall ensure that all contracts with Contractors associated with work required or undertaken under this Agreement complies with the provisions of this Article IV.

ARTICLE V - DEALING WITH PROPERTY

- 5.01** Nothing in this Agreement shall limit or affect the rights of the Owner to deal with or dispose of its support structures which are not Joint Use.
- 5.02** Subject to Clause 5.03, the Owner may, after giving at least twelve (12) months prior written notice and extending a first right of refusal to the Tenant, discontinue, terminate or otherwise dispose of any of its Support Structures. Such discontinuance, termination or other disposition of Support Structures by the Owner shall not give rise to any liability to the Tenant.

- 5.03** (a) Notwithstanding any other agreement between either of the Parties and any Others, in the event of discontinuance, termination or disposal of Support Structures under Clause 5.02, the Tenant shall have the first right to purchase such Support Structures from the Owner at:
- (i) where individual or small groups of Support Structures are being discontinued, terminated or disposed of, the Structural Value as provided in the Administrative Practices; or
 - (ii) where all or substantially all of the Support Structures are being discontinued, terminated or sold, the net book value.
- (b) The Tenant shall indicate its acceptance of the right of first refusal by notice in writing to the Owner within ninety (90) days of receiving the written notice from the Owner, and the sale in relation to the Support Structures shall occur as soon as is reasonably possible and, in no event, any later than twelve (12) months from the date that written notice was given by the Owner unless otherwise agreed by the Parties.

ARTICLE VI - SPECIFICATIONS

- 6.01** All construction and maintenance in connection with Support Structures shall, at all times, meet the specifications provided in 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 the new techniques and materials are found to be satisfactory to the Parties, the Parties shall make application to the CSA for approval of those new techniques and materials, so as to remain within CSA standards.
- 6.02** Subject to Clause 6.01 above, the character, design and construction of Attachments is solely the responsibility of the Party who owns such Attachments.
- 6.03** Pole lines shall be inspected in accordance with the Administrative Practices.

ARTICLE VII - DIVISION OF COSTS

- 7.01** The division of costs between the Parties for erecting and maintaining Support Structures shall be determined and borne in the manner set forth in this Agreement, or in the event that such division of cost is not addressed in this Agreement, in a manner which is equitable to both of the Parties.
- 7.02** Any payment made by the Tenant under any of the provisions of this Agreement shall not entitle the Tenant to the ownership of any part of the Support Structures for which it has contributed in whole or in part, other than as expressly provided in this Agreement.

ARTICLE VIII - OWNERSHIP

- 8.01** The Parties agree that as of the Effective Date, the Joint Ownership Ratio is sixty percent (60%) for Newfoundland Power and forty percent (40%) for Bell Aliant. The Joint Ownership Ratio shall be maintained by the Parties as is reasonably possible throughout each year of this Agreement in accordance with the Administrative Practices.
- 8.02** The Parties shall determine the number of Joint Use Poles owned by each Party as of December 31st of each year. This determination shall be based on the quarterly reconciliations carried out in accordance with the Administrative Practices, or by means of such other method as the Parties, from time to time, may agree.
- 8.03** Either Party may, from time to time, transfer to the other Party the ownership of Support Structures where the Parties agree that it is desirable. Any such transfer shall be in writing and free and clear of any liens or encumbrances.

ARTICLE IX – PARTIES’ RIGHTS WITH RESPECT TO OTHERS

- 9.01** Unless otherwise provided in this Agreement, any rights or privileges granted to Others by the Owner prior to the Effective Date in respect of the use of its Support Structures shall not be affected by this Agreement.
- 9.02** Notwithstanding anything to the contrary contained in this Agreement, either Party may at any time and from time to time grant to Others any rights or privileges with respect to any support structures which are not Joint Use.
- 9.03** Any support structure, which is not Joint Use and in respect of which rights or privileges have been granted to Others, may be approved for Joint Use if in the opinion or judgment of the Owner, Joint Use of the support structure shall not unduly interfere with the rights or privileges granted to such Others. Subject to this Agreement, the Owner may continue any such rights or privileges of Others notwithstanding the fact that the support structure may be brought into Joint Use.
- 9.04** The Owner may, at any time and from time to time, grant to Others rights and privileges with respect to any of the Owner's support structures, provided however, that in the case of a Joint Use Pole:
- (a) except as provided in subsection 9.04(b), the Owner shall not, without the prior written consent of the Tenant, directly or indirectly grant any rights or privileges to any Others with respect to any part of the space in which the Tenant has the right to attach its Attachments as provided in the Administrative Practices. If the Owner wishes to grant any rights or privileges to Others with respect to any part of such space on a Support Structure, the Owner shall request approval from the Tenant in writing and shall provide to the Tenant all relevant information and data concerning the rights or privileges which it wishes to grant. The Tenant shall consent to such a request where such consent is not inconsistent with the Tenant's current and reasonably anticipated service requirements. Upon the Tenant giving its consent in writing, the Owner may then grant such rights or privileges in a form which

recognizes the rights and concerns of the Tenant. If the Tenant does not give its consent, the Tenant shall give the Owner written reasons for its refusal as soon as reasonably possible and, in no event, any later than ninety (90) days of the request for approval;

- (b) the Owner is not required to forward to the Tenant the information specified in Article 9.04(a) for additional attachments or upgraded attachments on a Support Structures that would not significantly increase the loading on the Support Structure such as subscriber service drops and secondary runs provided adequate space is available as provided in the Administrative Practices. The Owner may, subject to this Agreement, allow Others to place attachments in those instances without the approval of the Tenant, provided that the attachments are placed in accordance with the Administrative Practices;
- (c) the Owner shall not grant new rights or privileges to Others for the use of space on its Support Structures outside the space in which the Tenant has the right to attach its Attachments as provided in the Administrative Practices unless such new rights or privileges do not unduly interfere with the rights or privileges of the Tenant as provided in this Agreement; and
- (d) the Owner shall not, without the prior written consent of the Tenant, grant any rights or privileges to Others that would be contrary to the Tenant's right of first refusal to purchase the Support Structures in accordance with Clause 5.03.

9.05 If the Owner grants to Others rights and privileges with respect to Support Structures, it shall:

- (a) participate with the Tenant in accordance with the Administrative Practices to maintain reasonable records in relation to the attachments of Others;
- (b) take all reasonable steps to ensure the appropriate management of the presence of Others on the Support Structure including, without limiting the generality of the foregoing, the designed use of the portion of the Support Structure upon which any Other is attached;
- (c) take all reasonable steps to ensure that Others having attachments to Support Structures are properly billed for those attachments;
- (d) take all reasonable steps to collect payments owing from Others, in relation to attachments on Support Structures; and
- (e) take all reasonable steps to resolve bona fide disputes with Others regarding billing.

9.06 Payments by Others to the Owner for the use of Support Structures shall be shared between the Parties in accordance with the Administrative Practices.

9.07 Notwithstanding anything to the contrary in this Agreement with the exception of Clause 9.08, Bell Aliant shall have the control of and priority access to the Communication Space and Newfoundland Power shall have the control of and priority access to the Power

Space on Support Structures in order to meet their respective current and reasonably anticipated service requirements.

- 9.08** Notwithstanding anything to the contrary in this Agreement, but subject to the right of termination as provided in Clause 19.03, attachments made by Others as a result of an order by the Commission or the CRTC shall be governed by the terms and conditions of such order.

ARTICLE X - LIABILITIES & DAMAGES

- 10.01** (a) As this Agreement is intended for the mutual benefit and protection of the Parties, non-conformity with it shall not create any presumption of fault on the part of either Party in favour of any Others.
- (b) For the purpose of this Article X, if a Party uses a Contractor to perform any or all of its obligations under this Agreement, but except when the Contractor is the other Party, any negligence of the Contractor shall be deemed to be the negligence of that Party, and the liability for injuries to, or death of any persons, including employees of either Party, or for damage to any property, including the property of either Party, or for any other damages or injuries arising out of the construction, installation, presence or use of Support Structures or Attachments under this Agreement shall be deemed to be the liability of that Party. For greater certainty, for the purpose of this Article X, Party shall include Contractors of the Party except where the Contractor is the other Party.
- 10.02** (a) Whenever any liability is incurred by either or both of the Parties for injuries to, or death of any persons, including employees of either Party, or for damage to any property, including the property of either Party, or for any other damages or injuries, arising out of the construction, maintenance, installation, presence, or use of Support Structures or Attachments 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) For greater certainty, where injury, death or damage arises as a result of a failure by one Party to meet its obligations pursuant to CSA standards or this Agreement, that failure shall not absolve the other Party from liability where the other Party's negligence has also been a contributing factor to that injury, death or damage.
- (c) In the event that the Parties are unable to agree upon the proportion of liability, the issue of apportionment of liability between the Parties shall be decided through dispute resolution as provided in Article XVIII unless the issue has been otherwise determined by a proceeding initiated by any Others in a court having jurisdiction over the matter. The cost of such arbitration shall be borne by the unsuccessful

Party, or if neither Party is successful, the costs shall be borne equally or as the arbitrator or arbitrators may direct.

- 10.03** (a) In respect of a damage claim that is made against or affects both Parties, the Parties shall use reasonable commercial efforts to settle the claim upon reasonable terms agreed to by both Parties. In the event that the proportion of liability of each Party has been agreed upon, or decided in the dispute resolution process, and the claimant desires to settle upon terms acceptable to one of the Parties but not to 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 amount 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, 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 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.
- (b) In the adjustment between the Parties of any claim for damages, the liability assumed by the Parties and the calculation of the amount of any settlement under this Article X, 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 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.
- 10.04** (a) Subject to Clause 10.02, the Owner shall save, defend, keep harmless and fully indemnify the Tenant from and against any and all losses, costs including, without limitation, reasonable solicitor's fees on a solicitor and client basis and other incidental disbursements, costs and expenses which the Tenant may sustain, suffer, or be put to, by reason of, or on account of injury to or death of any person or persons, or damage to or destruction of any of the property of the Tenant or of any

other person, arising out of or in respect of use by or presence of Others on any of the Owner's Support Structures, as provided in Article IX. However, the Tenant shall be responsible for its own negligence, for the negligence of its agents or employees and for its Contractors, as provided in Clause 10.01, in the same proportion that the negligence was a contributing factor.

- (b) Except as provided in Clause 10.04(a), in case of damage to Support Structures or Attachments of either Party by Others, each Party is responsible for recovering its own damages. In an emergency, when a Support Structure is Replaced by the Tenant, the Tenant shall bill the Owner for work done on behalf of the Owner who, in turn, may bill the person causing the damage for the actual costs.

10.05 Except as provided in this Article X, each Party shall bear its own losses and costs in causes where a claim or demand does not arise from the negligence of the other Party, its agents, Contractors or employees.

ARTICLE XI - DEFAULTS

11.01 Unless Clause 11.02 applies, where either Party defaults in any of its obligations under this Agreement, the Party not in default may give the Party in default written notice of such default. If such default continues thirty (30) days after the notice, is of material and continuing nature and has not been referred to and finally determined by the dispute resolution process in accordance with this Agreement, the Party not in default may, in addition to any other remedy it may have, forthwith terminate this Agreement as far as it concerns the future granting of Joint Use pursuant to this Agreement. Nothing in this Clause 11.01 shall affect any rights or obligations which either Party may have under the Public Utilities Act or the Telecommunications Act.

11.02 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 advise the Party in default forthwith by written notice of such default and should such default continue past the appropriate notice period specified in Clause 11.03, the Party not in default may elect to do such work, and the Party in default shall pay the other Party two hundred percent (200%) of the Fully Distributed Cost of the work so performed. For the purpose of ascertaining liability arising out of the work so done, such work shall be deemed to have been completed by the Party in default, and the Party in default shall hold harmless and indemnify the Party not in default with respect to any such liability regarding the work performed by the Party not in default.

11.03 Provided that Article XII does not apply, default notice periods for the purposes of Clause 11.02 of this Agreement are as follows:

- (a) for an on-site response to a situation requiring Emergency Maintenance where there is a public Safety Hazard or a reported loss of customer service, two (2) hours from oral notice as provided in the Administrative Practices;
- (b) for planned maintenance, ninety (90) days from the written notice of default; and
- (c) for the installation of Poles required to maintain the Joint Ownership Ratio, twelve (12) months from the written notice of default.

ARTICLE XII - IMPOSSIBILITY OF PERFORMANCE

12.01 Where the performance by either of the Parties of any of their respective obligations 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, riots, acts of public enemies, acts of terrorism, blockade or embargo, any strike, lockout or other labour difficulty or work stoppage, explosion, epidemic, fire, flood, freeze, severe weather conditions, ice blockade, 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, regulations, judgment, or by the property rights of Others, or the removal, or threat of removal of any easement, right-of-way, servitude or other privilege;

then such Party shall, on written notice to the other, be excused from the performance of such obligations but only to the extent of the period of such prevention, restriction, delay or interference. The provisions contained in this Article shall not apply to the obligations of such Party to pay the amounts required to be paid to the other Party in the manner and at the time provided in this Agreement.

ARTICLE - XIII ASSIGNMENT OF RIGHTS

13.01 (a) Except as otherwise provided in this Agreement, neither Party shall assign or otherwise dispose of this Agreement, or any of its rights or interests pursuant to this Agreement, in any of the Support Structures or Attachments without the written consent of the other Party, which consent shall not be unreasonably withheld. However, nothing in this Agreement shall prevent or limit the right of either Party to mortgage any or all of its property, rights, privileges and franchises.

- (b) In the event that a Party becomes aware of a circumstance that could cause a security holder to seek a remedy directly or indirectly affecting the Support Structures, that Party shall immediately notify the other Party in writing, and the other Party may in its absolute discretion, upon becoming so aware whether by reason of the written notice or otherwise, the following actions:
- (i) give notice to terminate this Agreement; and/or
 - (ii) require that all outstanding amounts owed to it pursuant to this Agreement be immediately paid.

13.02 Change of control of a Party, or assignment by a Party of its rights and obligations pursuant to this Agreement, to an entity which is controlled, directly or indirectly by the Party or the parent corporation, or to a corporation that controls the Party, directly or indirectly, shall be permitted, for the purposes of Clause 13.01, without the consent of the other Party. However, written notice of any change of control must be provided to the other Party as soon as possible after the notifying Party becomes aware of such change in control.

13.03 Where either Party assigns its rights under this Agreement in whole or in part as permitted in Clause 13.02, that Party shall remain bound by the obligations in this Agreement jointly and severally with the assignee, unless otherwise agreed in writing by the Parties.

13.04 Where there is a change in control of a Party within the meaning of Clause 13.02 or where either Party violates Clause 13.01, the other Party may, in its discretion, elect within three (3) months of being notified in writing of the change of control, to terminate this Agreement upon six (6) months written notice.

ARTICLE XIV – NOTICES

14.01 (a) Except as provided in the Administration Practices, any notice required to be given under this Agreement shall be in writing and shall be sufficiently given if sent by electronic transmission or delivered by hand and addressed as follows:

If to Bell Aliant:

Bell Aliant Regional Communications, Limited Partnership
Seven South, 1505 Barrington Street
Halifax, NS B3J 3K5
Attention: Corporate Secretary

Fax: (902) 421-1724

If to Newfoundland Power:

Newfoundland Power Inc.
55 Kenmount Road
P.O. Box 8910
St. John's, NL A1B 3P6
Attention: Corporate Secretary

Fax: (709) 737-5300

- (i) A notice sent by electronic transmission is deemed to have been given on the next Business Day following transmission.
 - (ii) A notice delivered by hand is deemed to have been given on the date of actual delivery.
- (c) Notwithstanding Sub-Clause 14.01(a), where the notice is a notice of termination, it shall not be effective unless also given from the president of one Party to the president of the other Party.

14.02 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 XV - INVOICES AND PAYMENTS

15.01 Upon completion of work performed by either Party, the expense of which is to be borne wholly or in part by the other Party, the Party performing the work shall, after its completion, issue to the other Party an invoice showing the work completed and an itemized list of labour, materials and other expenses. In the event that work is not completed within thirty (30) days, progress billing indicating work completed may be rendered monthly.

15.02 Accounts shall be deemed overdue if not paid within sixty (60) days after the receipt of the invoice. Unless the matter has been referred to dispute resolution in accordance with this Agreement, in which case the matter of interest will be determined at that level, the Parties shall pay interest charges 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 %). Such interest charges shall be compounded at the monthly rate for each month or part month the account remains overdue.

15.03 Failure to make any payment required under this Agreement within sixty (60) days after the receipt of an invoice shall, at the election of the other Party, constitute a default under this Agreement, provided that where the matter has been referred to dispute resolution in accordance with this Agreement, the Party not in default shall not exercise any rights arising from the default until the matter has been finally determined by the dispute resolution process.

- 15.04** 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 XV shall preclude the practice of so doing.
- 15.05** All invoices issued pursuant to this Agreement shall specify the amount of sales taxes payable.
- 15.06** For the purposes of this Agreement, invoices shall be deemed to be received as follows:
- (a) if sent by electronic transmission, on the next Business Day following the transmission;
 - (b) if sent by mail, two (2) Business Days following postage; or
 - (c) if delivered by hand, on the date of actual delivery.

ARTICLE XVI - WAIVER OF TERMS OR CONDITIONS

- 16.01** The failure of either Party to enforce any of the terms or conditions of this Agreement shall not constitute a general or specific waiver or relinquishment of any such terms or conditions, but the same shall be and remain at all times in full force and effect.

ARTICLE XVII - PAYMENT OF TAXES

- 17.01** Each Party shall be responsible for the payment of all taxes, rates and assessments lawfully levied on property owned by it or treated as owned by it under this Agreement, and the taxes and the assessments which are levied on that property shall be paid by the Owner, but any tax, fee or charge levied on an Owner's property solely because of their use by the Tenant shall be paid by the Tenant within sixty (60) days of receipt of an invoice by the Tenant detailing the increase to the tax, fee or charge.

ARTICLE XVIII - DISPUTE RESOLUTION

- 18.01** (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 first referred to the Joint Use Administration Committee for resolution. If the matter is not resolved by the Joint Use Administration Committee within two (2) months of the referral, it may be referred by either Party to arbitration in accordance with the provisions of the Arbitration Act, 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, such dispute or difference shall be referred to three (3) arbitrators. Each Party shall appoint one (1) arbitrator and the remaining arbitrator, who shall be chairman, shall be selected by the arbitrators appointed by each Party. The decision of any two (2) arbitrators shall be final and binding upon the Parties.
- (c) Except where otherwise provided, the costs of any such arbitration, including reasonable compensation for the arbitrator or arbitrators, shall be borne and paid equally by the Parties, or as the arbitrator or the arbitrators, as the case may be, may otherwise direct.

ARTICLE XVIX - TERM OF AGREEMENT

- 19.01** This Agreement shall continue in force for the period from January 1, 2011 to December 31, 2020 and shall not be terminable during such period except as stated elsewhere in this Agreement.
- 19.02** After December 31, 2020, this Agreement shall continue in full force and effect indefinitely unless and until terminated by notice in writing as provided in this Article XVIX.
- 19.03** Unless specified otherwise, this Agreement may be terminated by at least twelve (12) months notice in writing, given at any time following the Effective Date by either Party to the other.
- 19.04** Notwithstanding any termination of this Agreement, existing Joint Use shall continue to be covered by the terms of this Agreement until:
- (a) such Joint Use has been discontinued by the Tenant;
 - (b) a new Joint Use agreement is executed by the Parties; or
 - (c) a relevant order is made by a Governing Body;
- whichever occurs first.

ARTICLE XX - REGULATORY IMPACT

- 20.01** The Parties recognize that Bell Aliant is subject to regulation by the CRTC. Bell Aliant shall provide notice to Newfoundland Power of any regulatory proceeding scheduled by the CRTC which involves consideration of any term of this Agreement. Where the CRTC makes an order affecting any term of this Agreement, then, subject to Clause 20.03, this Agreement shall be deemed to be modified to comply with such order.
- 20.02** The Parties recognize that Newfoundland Power is subject to regulation by the Commission. Newfoundland Power shall provide notice to Bell Aliant of any regulatory proceeding scheduled by the Commission which involves consideration of any term of this Agreement. Where the Commission makes an order affecting any term of this Agreement, then, subject to Clause 20.03, this Agreement shall be deemed to be modified to comply with such order.
- 20.03** Where an order of the Commission or the CRTC results in a material modification of any term of this Agreement as described in Clauses 20.01 or 20.02 and the modification affects either:
- (a) Article VII, Article VIII or Article IX of this Agreement; or
 - (b) Section 15 of the Administrative Practices;
- then 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 thirty (30) days of the filing of the written order. The Party which is not directly subject to the Governing Body which has made the order shall have the right, but not the obligation, to terminate this Agreement forthwith by written notice of termination to the other Party.
- 20.04** The right of termination provided in Clause 20.03 may only be exercised by giving notice in writing within six (6) months from the date when the order of the Governing Body came to the attention of the Party not directly subject to the Governing Body. Failure by the applicable Party to provide notice of termination within six (6) months shall result in the loss of the right to terminate under this Article XX.

ARTICLE XXI - MISCELLANEOUS PROVISIONS

- 21.01** This Agreement shall enure to the benefit of and shall be binding upon the successors and the permitted assigns of the Parties respectively.
- 21.02** (a) This Agreement, including the Administrative Practices, constitutes the entire Agreement between the Parties with respect to the subject matter of this Agreement and supersedes all prior agreements, negotiations, understandings 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 Administrative Practices.

- (b) Unless otherwise provided, any additions or amendments to this Agreement or the Administrative Practices shall be subject to the prior written approval of the Parties in accordance with Section 12.01 of the Administration Practices and shall have effect from the date specified in the written approval.

21.03 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 Newfoundland and Labrador the applicable laws of Canada, and each Party irrevocably submits to the jurisdiction of the courts of Newfoundland and Labrador.

21.04 Time shall be of the essence in this Agreement.

21.05 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 remainder of the Agreement.

21.06 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.

[Remainder of page purposefully left blank]

IN WITNESS WHEREOF this Agreement has been executed by the Parties this 22nd day of December, 2010, but effective as of and from the day and year first written before.

SIGNED, SEALED AND DELIVERED
in the presence of:

**BELL ALIANT REGIONAL
COMMUNICATIONS, Limited**
Partnership by its general partner Bell Aliant
Regional Communications Inc.

Name: Charles Hartlen
Title: Senior Vice-President,
Customer Experience

SIGNED, SEALED AND DELIVERED
in the presence of:


NEWFOUNDLAND POWER INC.



Name: Earl Ludlow
Title: President and Chief Executive Officer



Name: Peter Alteen
Title: Corporate Secretary



Name: Gary Smith
Title: Vice President, Customer Operations
and Engineering

Name: Gary Smith
Title: Vice President, Customer Operations
and Engineering

**Legislation and Policies Governing Relocations
Requested by the Department of
Works, Services and Transportation**

SN1995 cW-12 s28

[Back to Top](#)**Utility poles**

29. (1) A public utility as defined in the *Public Utilities Act* which provides telephone or telegram service or electric power or energy or heat may erect or place and maintain on or under a highway, poles, anchors, underground cables, conduits or pipes where the poles, anchors, underground cables, conduits or pipes are erected or placed

- (a) within a reservation prescribed in regulations made under section 8;
- (b) not nearer to the centre of the highway than 1.5 metres from the outside boundary of a reservation referred to in paragraph (a); and
- (c) other than on or under a roadway.

(2) Notwithstanding subsection (1), a public utility referred to in subsection (1) may, with the prior written consent of the minister, erect or place and maintain poles, anchors, underground cables, conduits or pipes on or under a portion of a reservation referred to in paragraph (1)(a) which is nearer to the centre of the highway than 1.5 metres from the outside boundary of that reservation, which consent may contain terms and conditions pertaining to the erection or placement and maintenance.

(3) A public utility referred to in subsection (1) whose wires or cables cross a highway shall ensure that those wires or cables installed, repaired or replaced after December 3, 1982 have a minimum clearance over the highway in accordance with specifications made by the Canadian Standards Association but in no event shall the clearance be less than 5.5 metres.

(4) Notwithstanding subsection (3), a public utility referred to in subsection (1) whose wires or cables cross a highway shall, not later than a date set by the regulations, ensure that those wires or cables have a minimum clearance over the highway in accordance with specifications made by the Canadian Standards Association but in no event shall the clearance be less than 5.5 metres.

(5) In subsection (1) the expression "reservation prescribed in regulations made under section 8" means that area in which under those regulations the erection, alteration, repair or improvement of fences, buildings or other structures or the planting of trees, shrubs or hedges is, without the minister's permission, prohibited.

SN1995 cW-12 s29

[Back to Top](#)**Removal or alteration of structures**

30. (1) Where a person has works or structures, including telegraph, telephone or electric light or power wires and poles, upon or crossing a highway, the minister may repair or make those alterations in location or elevation or grade that may be necessary for the proper construction of the highway and may by an order in writing direct the removal or alteration of the works or structures by the owner of the works or structures and may designate the place to which they shall be removed and the alterations to be effected, and the owner of the works or structures shall, upon the receipt of the order, proceed to effect their removal or alteration in accordance with the order and within a period that may be prescribed in the order.

(2) The minister may, from money provided by the Legislature, pay to the owner of the works or structures referred to in subsection (1) an amount sufficient to defray expenses or losses incurred by the owner in carrying out an order of the minister made under that subsection, and the amount to be paid may be settled by agreement between the minister and the owner, but, where the amount cannot be so settled, the minister shall decide the amount and his or her decision is final and binding upon the parties.

(3) Where the owner of the works or structures referred to in subsection (1) fails to carry out the order of the minister referred to in that subsection within the period specified in the order or within a further period that the minister may in writing allow, the owner is guilty of an offence, and the minister may by his or her servants or agents effect the removal or alteration required by the order and the minister may sue for and recover the cost of the removal or alteration from the owner as a civil debt.


HIGHWAY RELOCATIONS
POWER SYSTEM UNITS

General Conditions

1. Lines will be divided into three nominal classes.
 - (a) Transmission 34.5 kV to 69 kV
 - (b) Distribution - Primary 1.0 kV to 4.4 kV to ground
 - (c) Distribution - Secondary 240 V to 600 V

Transmission circuits 34.5 to 69 kV are mostly on private right-of-way although extensive use is made of roadways in some areas. Transmission circuits above this voltage are on private rights-of-way.

Distribution circuits both primary and secondary are mostly along the roadways; the major exceptions being rear lot construction in urban areas and uninhabited rural areas where the lines follow a more direct route than the road.

2.  The unit price will apply only where the lines are built on the road right-of-way. Where the lines are clear of the road right-of-way payments will be made on actual costs basis except that unit costs may be used where mutually agreeable.

3. Since power and telephone are frequently on jointly used poles which may belong to either party, the basic unit will be the bare pole with other units to cover the various types and sets of fittings.

4. As the relocation of one pole frequently requires the relocation or replacement of one or more adjacent poles and the final construction may contain more or less poles than the original, all payments will be based on the original poles in the line including ones which must be moved as a result of moving another.

5. Where a pole carries more than one type of circuit the payment shall be the sum of the units involved.

<u>Example 1</u>	Single Pole	P3
	Primary Crossarm Construction	P5
	Secondary	P6
	Transformer Single Phase	P7
	Street Light	P9
	Total Payment = P3 + P5 + P6 + P7 + P9	

6. Where special circumstances prevail or where by the nature of the work unit prices cannot properly be applied, the payments for relocation will be negotiated.
7. Clearing of right-of-way (brush cutting and burning or disposals) to permit relocation to be estimated on site or to be done on actual cost basis.
8. Prices to be reviewed within 3-years are subject to review at any time after the expiry of one year.

Relocations For Dept. of Works Services & Transportation ("P" Rates)
Revised Rates - Effective May 1, 1999
(Only Use If Within Road Right Of Way)

<u>Number</u>	<u>Description</u>	<u>Rate</u>
P 1	Transmission Single Pole - tangent double arm including pole.	\$ 1,158
P 2	Transmission single pole - dead end and semi dead end including poles, guys and anchors.	\$ 1,852
P 3	Distribution single pole - 30, 35, 40 ft. long.	\$ 463
P 4	Distribution primary - single phase pole top pin construction including neutral.	\$ 139
P 5	Distribution primary - crossarm construction for 2 or 3 wire including neutral.	\$ 278
P 6	Distribution secondary - including service drops.	\$ 139
P 7	Transformer and mounting - one transformer.	\$ 186
P 8	Transformer and mounting - two or three transformers.	\$ 463
P 9	Street lighting - single fixture.	\$ 46
P 10	Guy and anchor.	\$ 278
P 11	Guys only - overhead or side guy.	\$ 70

These rates apply only to plant located on the Dept of Works, Services & Transportation right-of-way. Any plant, outside of this right-of-way or where NP has an easement, should be treated as a normal relocation.

Please note that GEC and Administrative Overhead DO NOT apply to the above charges. For more information contact Ralph Mugford.

Pole Rental Agreement
Newfoundland Power Inc. and Persona Communications Inc.

POLE RENTAL AGREEMENT

BETWEEN

NEWFOUNDLAND POWER INC.

AND

**PERSONA COMMUNICATIONS INC.,
Doing business as EASTLINK**

POLE RENTAL AGREEMENT

BETWEEN

NEWFOUNDLAND POWER INC.

AND

PERSONA COMMUNICATIONS INC.,
Doing business as EASTLINK

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THIS AGREEMENT made as of the 1st day of January, 2012,

BETWEEN: NEWFOUNDLAND POWER INC.

A body corporate organized under the laws of the Province of Newfoundland and Labrador having its head office at St. John's, Newfoundland and Labrador.

(hereinafter called the "Power Company")
of the one part

**AND: PERSONA COMMUNICATIONS INC., Doing business as
EASTLINK**

A body corporate organized under the laws of the Province of Newfoundland and Labrador, and having its registered office at St. John's, Newfoundland and Labrador.

(hereinafter called the "Licensee")
of the other part

WHEREAS

- (a) The Power Company installs, operates and maintains Poles for the distribution of electricity within the Province of Newfoundland and Labrador; and
- (b) The Licensee has and may acquire one or more licenses from the CRTC and other regulatory authorities, granting it permission to provide cable television and other communications services in the respective areas of the Province of Newfoundland and Labrador named in such license(s), the Licensee being duly incorporated under the laws of the Province of Newfoundland and Labrador or authorized to carry on business within the said province; and
- (c) The Licensee has requested that the Power Company grant a license to attach to certain of the Poles, its Facilities, in order to furnish cable television and other communications services to its subscribers and customers; and

- (d) The Power Company is willing to license and permit the placement of the Facilities on the Poles subject to the terms and conditions contained herein.

NOW THEREFORE:

In consideration of the premises and the covenants, provisions and agreements herein contained to be performed and of the payments to be made as hereinafter provided, the parties hereto mutually agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 Definitions

The following terms and expressions shall have, for all purposes of this Agreement, the meanings as set forth below:

- (a) **"Agreement"** means this agreement.
- (b) **"Article", "Section", "Subsection"** or other subdivision of this Agreement followed by a number means and refers to the specified Article, Section, Subsection or other Subdivision of this Agreement.
- (c) **"Bell Aliant"** means Bell Aliant Regional Communications Inc. its successors and assigns.
- (d) **"Board of Commissioners of Public Utilities"** means the Board of Commissioners of Public Utilities as constituted pursuant to the Public Utilities Act.
- (e) **"Business of the Licensee"** means the cable television and other communication services as may now or hereafter be provided by the Licensee.
- (f) **"Communication Space"** means that portion of the Pole that is suitable for attachment of all or portions of the Facilities and provides at a minimum the separation required by the standards of construction and maintenance as specified in Schedule 1 attached hereto.
- (g) **"CRTC"** means the Canadian Radio - television and Telecommunications Commission as constituted pursuant to the *Canadian Radio-television and Telecommunications Act*, R.S.C. 1985, Ch. C-22.
- (h) **"Facilities"** mean messenger, strand, fibre, cable, equipment, subscriber drops and other associated hardware and equipment owned by the Licensee and as is or may be used in the Business of the Licensee.

- (i) **"Hereof", "hereto", "herein" and "hereunder"** and similar expressions mean and refer to this Agreement and not to any particular Article, Section, Subsection or other Subdivision.
- (j) **"Original Term"** means the period from January 1, 2012 until and including December 31, 2012.
- (k) **"Poles"** means all of the poles (other than non-wood poles that are used exclusively for street and area lighting), guys, anchors and pole grounds installed or acquired, operated, maintained and wholly owned by the Power Company for the distribution of electricity within the Province of Newfoundland and Labrador.
- (l) **"Public Utilities Act"** means the *Public Utilities Act*, R.S.N.L. 1990, c. P-47, as amended from time to time.
- (m) **"Service Pole"** means a Pole supporting secondary or service loops operating at a nominal voltage of 750 volts to the ground or less.
- (n) **"Stipulated Percentage"** means the percentage rate contemplated in Subsection 15.04 hereof, which, for the purposes of this Agreement, is $\pm 2\%$.
- (o) **"Subsequent Term"** means a period starting on the 1st day of January of a calendar year and ending on the 31st day of December of the same calendar year, the first such period beginning on the 1st day of January, 2013.
- (p) **"Termination Notice"** means a notice in writing given by a party to the other party at least 90 days prior to the expiry of the Original Term or a Subsequent Term, as the case may be, stating that the Agreement shall be terminated on the last day of the Term.
- (q) **"Term"** shall mean Original Term or Subsequent Term, or both, as the context requires.

1.02 **Gender and Number**

Any reference in this Agreement to gender shall include all genders, any words importing the singular number only shall include the plural and vice versa.

1.03 **Headings**

The provision of an Index, the division of this Agreement into Articles, Sections, Subsections and other Subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement.

1.04 Enforceability

Any Article, Section, Subsection or other Subdivision of this Agreement or any other provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed from this Agreement and be ineffective only to the extent of such illegality, invalidity or unenforceability and shall not affect or impair remaining provisions hereof.

1.05 Entire Agreement

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions whether oral or written, of the parties. There are no representations, warranties, conditions or other agreements, expressed or implied, statutory or otherwise, between the Parties in connection with the subject matter of this Agreement except as specifically set forth herein. This Agreement was negotiated through joint discussions and participation of the parties and shall be construed neither against nor in favor of any of them, but rather in accordance with its fair meaning.

1.06 Termination of Prior Agreements

Save for this Agreement, all written agreements pertaining to the subject matter hereof, are hereby terminated effective from and after the date of this Agreement.

1.07 Schedules

All Schedules hereto, as modified, amended, replaced, supplemented or added at a later date, in accordance with this Agreement, shall be part and parcel of this Agreement.

1.08 Amendment

This Agreement and the Schedules attached hereto may not be modified or amended except by instrument in writing signed by all parties hereto.

1.09 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and laws applicable therein.

1.10 Waivers

No waiver by a party of any breach of any term, condition, covenant, obligation or agreement of the other party hereunder shall be a waiver of any subsequent breach of the same or of any other term, condition, covenant, obligation or agreement herein contained, nor shall any failure or forbearance to enforce or insist upon compliance with any of the terms, conditions, covenants, obligations or agreements herein or to seek a remedy for

any breach be a waiver of any rights or remedies with respect to any subsequent breach. Any such waiver must be in writing to be effective.

ARTICLE 2 - TERRITORIES AND SCOPE OF AGREEMENT

- 2.01 This Agreement is effective within any area in the Province of Newfoundland and Labrador where the Licensee presently or in the future carries on its Business, and shall apply only to the Business of the Licensee and shall cover all such Poles of the Power Company now existing or hereafter erected or acquired in such area.

ARTICLE 3 - STANDARDS OF CONSTRUCTION AND MAINTENANCE

- 3.01 The Facilities shall be placed within the Communication Space and maintained, as a minimum, in accordance with the requirements and specifications contained in Schedule 1 attached hereto. Those requirements and specifications may be replaced or amended from time to time by any binding revision of the Canadian Standards Association or by other governing body having binding jurisdiction to do so providing such replacement or amendment shall not be binding until such time as the Licensee receives written notice thereof from the Power Company. Specifications may be replaced or amended by the Power Company from time to time provided that no such replacement or amendment shall be binding on the Licensee until such time as the Licensee provides written consent.

ARTICLE 4 - ATTACHMENTS TO POLES

- 4.01 Subject to the terms and conditions of this Agreement, the Power Company hereby grants a license to the Licensee to place its Facilities on the Poles, and to the extent permitted by law or by contract, access to the Poles over and the right to use for anchors and the like all lands, rights of way, easements and any other rights of access now owned or hereafter acquired by the Power Company with respect to the Poles. Whenever the Power Company acquires a future right of access, right of way or easement, the Power Company will endeavour to include therein the right of the Power Company to license any benefits thereunder to a licensee of the Power Company, subject to any and all applicable restrictions and obligations.
- 4.02 The Licensee is not required to submit a formal application to the Power Company prior to placing Facilities on the Poles. However, with the exception of subscriber drops, where the Licensee places new strand, makes a substantial modification of its existing Facilities or where the Licensee makes a substantial addition of Facilities to the Poles, such that the modification or addition could reasonably be seen as having a material impact upon the safety or stability of the Pole(s), then the Licensee shall notify the Power Company prior to such modification or addition and shall provide to the Power Company all technical and engineering information as the Power Company shall reasonably require, prior to making such substantial modification or substantial addition.

- 4.03 The Power Company shall have the right to carry out any engineering work, including but not limited to inspections or re-inspections, with respect to future installation of the Licensee's Facilities and the Licensee shall, at its expense, correct or remedy any improper or unsafe installation of its Facilities as may be determined by any such engineering work, inspection or re-inspection. The Licensee shall reimburse the Power Company for any reasonable cost incurred as a result of the Power Company having to provide new or additional engineering services in relation to future attachments by the Licensee. When requested to do so by the Licensee the Power Company shall, whenever possible, carry out engineering, and the Licensee shall reimburse the Power Company for the reasonable costs incurred, provided that such request relates only to repair, maintenance or incidental extension of the Licensee's Facilities.
- 4.04 Where other facilities already exist within the Communication Space or where reasonably requested to do so by the Power Company, the Licensee agrees to consult the owner of such other facilities and to observe any existing rights which they have been given as a result of being a tenant on the Pole.
- 4.05 Where another party, including but not limited to Bell Aliant, has control of and priority access to the Communication Space, the Licensee agrees to observe any existing rights which such party shall have as are enforceable by law and/or regulation provided the Power Company and the other party provide the Licensee with a copy of the underlying agreement providing control of an priority access to the Communication Space. Notwithstanding any other provisions of this Agreement or any other joint use agreement with the Power Company, the Licensee is not obligated to apply or pay for make ready on any new Poles, except to the extent mandated by the Canadian Radio and Telecommunications Commission.
- 4.06 The Licensee shall, with respect to all Facilities and its operations using the Poles secure any and all consents from any authority having jurisdiction with respect thereto and shall make reasonable efforts to obtain approval from the owner(s) of the Facilities affected by the installation and/or maintenance of Licensee's Facilities on the Pole(s) of the Power Company.
- 4.07 The granting of permission by the Power Company to affix Facilities to the Poles shall not be construed as implying that the Licensee has complied with Article 4.06.

ARTICLE 5 - NO DETRIMENT TO PRESENT OR FUTURE SERVICE

- 5.01 The Licensee agrees that the installation of the Facilities shall be carried out in such a manner so as not to result in any substantial detriment to the service rendered or to be rendered by any other user of the Poles.
- 5.02 If, as a direct result of the installation of Facilities, additional anchoring or guying is required to support the Poles, in accordance with established and applicable standards,

such anchors or guys shall be installed prior to attachment of the Facilities by the Licensee, at its cost and to the reasonable satisfaction of the Power Company. The Licensee and the Power Company agree that attachment to certain of the Poles is not reasonable or practical given either the physical or engineering constraints of the particular Pole. In all such cases, the Power Company will cooperate with the Licensee in identifying reasonable alternative routing for the Licensee's Facilities.

ARTICLE 6 - IMPROPER PLACEMENT OF ATTACHMENTS

- 6.01 If the Power Company reasonably determines that the Facilities are not being or have not been placed in accordance with Articles 3, 4 and 5 of this Agreement, the Power Company may require the Licensee, by giving forty-five (45) days written notice to the Licensee, to make such changes as are reasonably necessary to meet the requirements of this Agreement. If in the reasonable judgment of the Power Company the improper placement of Facilities poses an immediate threat to safety or integrity of the Pole(s) then the Licensee shall respond immediately to make such changes as are necessary to meet the requirements of this Agreement. In the event that the improper placement of the Facilities by the Licensee necessitates the Power Company to carry out work to enable the Licensee to meet the requirements of this Agreement, the conditions of Article 7 shall apply.

ARTICLE 7 - POLE INSTALLATIONS, REPLACEMENTS AND REARRANGEMENTS

- 7.01 If the placement of the Facilities causes, in the reasonable opinion of the Power Company and the Licensee, the installation, replacement or relocation of any Poles or any Power Company equipment, the Power Company will install, replace or relocate the Poles and the Power Company equipment as necessary and the Licensee shall, on demand and presentation of a statement of cost, reimburse the Power Company for its reasonable costs and expenses less any benefit derived by the Power Company from the alterations, such benefits to be restricted to replacement cost of a Pole of similar size less the Structural Value of the Pole being removed. The Structural Value shall be calculated as the estimated cost to install a new Pole of similar size multiplied by the appropriate percent condition factor as set forth in Schedule 2 of the Agreement. Prior to commencing any work, the Power Company shall provide to the Licensee, in reasonable detail, a written estimation of costs and expenses and a reasonable period to elect or decline to have such work carried out. In any event, the Power Company undertakes to carry out any and all such work as economically as possible. In the event that the Licensee elects to decline to have such work carried out, then it shall, at its expense, remove the Facilities from the Pole(s) in question.

- 7.02 In the event that the Licensee wishes to attach its Facilities to a Pole already occupied by a third party, and the Power Company acting reasonably deems it necessary for that third party to transfer or re-arrange its equipment for that purpose, the Licensee shall deal directly with the third party as to the details of the transfer or re-arrangement.

ARTICLE 8 - MAINTENANCE OF FACILITIES

- 8.01 All Facilities shall be properly maintained by the Licensee at its cost in accordance with Schedule 1 attached hereto.
- 8.02 Whenever it is necessary to replace or relocate Poles to which the Facilities are attached the Power Company shall give notice thereof in writing to the Licensee provided that in case of emergency oral notice may be given and subsequently confirmed in writing. The Licensee shall transfer or rearrange its Facilities at its sole expense as requested within forty-five (45) days of such notice, unless mutually agreed otherwise. In the event that such replacement or relocation has been initiated by the Power Company, for the Power Company's own purposes within a six (6) month period commencing at the time the Power Company approved in writing the attachment of the Licensee's strand or messenger then the Power Company, at the request of the Licensee, shall relocate or rearrange the Facilities at the Power Company's expense. Provided always that the relocation or replacement is not initiated by the requirements of others and that the relocation does not require the Power Company to splice, cut, join, terminate or the like the Licensee's cables.
- 8.03 In cases of emergency, provided that the Power Company shall notify the Licensee as much in advance as possible, or as soon as reasonably possible thereafter, the Power Company may, on a temporary basis, relocate or replace the Facilities placed on the Poles, transfer them to substituted Poles or perform any other temporary work in connection with the Facilities that may be required in the maintenance, replacement, removal or relocation of the Poles, or of the Facilities thereon, or for the service needs of the Power Company. In any such event, the expenses relating to such temporary relocation or replacement shall be borne by the Power Company or the Licensee in accordance with the provisions of Subsection 8.02. Where practicable, the Licensee shall be permitted to perform any such work utilizing its own employees or contractors.
- 8.04 If Facilities are attached to Poles by the Licensee in accordance with this Agreement and ground clearances are subsequently reduced by actions of third parties or other cause contemplated in Subsection 9.01, it will be the responsibility of the Power Company to re-establish standard clearance with respect to the Poles and its own equipment and the Licensee shall, at its own expense, transfer or rearrange its Facilities to meet the then standard clearance, provided that if the reduction in clearance shall be caused by the negligence of the Power Company or any other person for whom it is in law responsible, then the Power Company shall reimburse the Licensee for such expenses. Provided always that if any third party may be liable to the Power Company and the Licensee with respect to the loss of clearance, then the parties shall cooperate to recover their losses and

expenses from such third party in as cost effective a manner as possible including, where practicable, joint action or an action by one of them on behalf of both.

ARTICLE 9 - IMPOSSIBILITY OF PERFORMANCE

9.01 If the performance by either the Power Company or the Licensee of any of their respective obligations as contained in this Agreement shall to any extent be prevented, restricted, delayed or interfered with by reason of:

- (a) war, revolution, civil commotion, riots, acts of public enemies, blockade or embargo, any strike, lock-out or other labour difficulty or work stoppage, explosion, epidemic, fire, flood, freeze, severe winter conditions, ice blockage, act of God, or order of any authority having jurisdiction, or
- (b) the prohibition, restraint, restriction or prevention from installing, constructing or replacing the Facilities or for making available any portion of the Poles arising out of any statute, law, by-law, ordinance, regulations, judgment, or any requirement of a third party owner, or the removal of any easement, right-of-way, servitude or other privilege; or
- (c) any other cause beyond the reasonable control of the Power Company or the Licensee;

then, the Power Company and the Licensee or either, as the case may be, shall, on prompt notice to the other, be excused from the performance of such obligations but only to the extent of the period of such prevention, restriction, delay or interference, provided that the provisions contained in this Article, shall not apply to the obligations of the Licensee as contained in this Agreement to pay the amounts required to be paid to the Power Company in the manner and at the times provided in this Agreement, but the Licensee shall not be liable to pay rental rates or charges for any period during which and to the extent that the Licensee is prevented from using any Pole(s) by reason of any of the foregoing. Provided always that the Licensee or the Power Company, as the case may be, shall use reasonable efforts to avoid or minimize the situations in which the Licensee or the Power Company, as the case may be, is prevented from using any of the Poles as aforesaid. Whenever either party claims relief under this Subsection 9.01, it shall make reasonable disclosure to the other of the basis upon which such relief is claimed, so as to enable verification of entitlement.

ARTICLE 10 - ASSIGNMENT

10.01 This Agreement and any rights granted to the Licensee pursuant to this Agreement may be sold, transferred, assigned, mortgaged, pledged or charged by the Licensee without the prior written consent of the Power Company. In the event of any such sale, transfer, assignment, mortgage, pledge or charge, the Licensee shall give written notice within

thirty (30) days after any such event, to the Power Company. Provided always that any failure to give such notice shall not affect the validity of any such sale, transfer, assignment, mortgage, pledge or charge.

ARTICLE 11 - PRIORITY OF WORK AND ACCESS

- 11.01 Any and all work to be performed or carried out by the Power Company shall have priority over any work to be carried out or performed by or on behalf of the Licensee pursuant to this Agreement, or otherwise, and the employees and contractors of the Power Company shall, subject to the foregoing, always have priority of access to the Poles at any time notwithstanding the fact employees or contractors of the Licensee may already be working on, in or near any such Poles, provided that the right of the Power Company under this Article shall not be exercised unreasonably. Provided always that the Power Company, its employees and contractors, shall act diligently and shall organize and perform any and all such work so as to minimize the period of any disruption of work being carried on by or for the Licensee.

ARTICLE 12 - LIABILITY AND DAMAGE INDEMNIFICATION AND INSURANCE

- 12.01 The Power Company reserves to itself, its successors and assigns, the right to maintain its Poles and to operate its installations thereon in such manner as would best enable it to fulfill its own service requirements, but shall exercise such right reasonably and in good faith with a view to allowing the Licensee to have reasonable access to the Poles for the installation and maintenance of its Facilities.
- 12.02 The Power Company shall not be liable for damage to the Facilities arising in any manner except when caused by the negligence of the Power Company or others for whom it is at law responsible, and in no event shall the Power Company be liable for any interruption of service of the Facilities. In the case of planned interruptions the Power Company will provide reasonable advance notice to the Licensee. The Power Company and the Licensee shall cooperate in identifying and minimizing the disruption of services of strategic importance to the Licensee.
- 12.03 The Licensee, in respect of the installation, maintenance and operation of the Facilities, shall exercise caution to avoid damaging the cables, equipment and installations of the Power Company and of others occupying the Poles. The Licensee shall make an immediate report to the Power Company of the occurrence of such damage and hereby agrees to reimburse the Power Company for expenses reasonably incurred by the Power Company in making any resulting repairs to its property as a result of any negligence by the Licensee. In no event shall the Licensee be liable for any interruption of service.
- 12.04 Each of the Licensee and the Power Company shall indemnify and keep indemnified the other of them from and against any and all actions, proceedings, judgments, costs, claims, demands, expenses, liabilities and damages of every nature and kind which might arise or

result directly or indirectly or be in anywise related to or connected with their respective Facilities and Poles or the use of such Facilities and Poles, except when caused or arising out of the negligence of the other one of them.

- 12.05 Each of the Licensee and the Power Company shall carry liability insurance to protect itself and the other from and against any and all claims, demands, actions, costs, judgments, expenses and liabilities of every nature and kind which may arise or result, directly or indirectly from or relating to the attachment or maintenance of the Facilities on the Poles, or the use of the Facilities. The amount of such insurance against liability for damage to property and against liability for injury or death of persons shall be no less than five million dollars (\$5,000,000) in each instance and for each occurrence. Each party shall, upon the request of the other, provide evidence of such insurance coverage to the satisfaction of the other.

ARTICLE 13 - OWNERSHIP OF FACILITIES

- 13.01 The Licensee shall bear the cost of construction of the Facilities and of attaching the Facilities to the Poles and shall retain ownership of the Facilities.
- 13.02 No use, however extended, of the Poles under this Agreement shall create or vest in the Licensee or any other person any interest, ownership or property rights in the Poles, but the Licensee's rights therein shall be and remain a mere license.
- 13.03 Nothing herein contained shall be construed to compel the Power Company to continue ownership of any Pole for a period longer than demanded by its own service requirements and the Licensee acknowledges and agrees that when the Power Company gives up ownership the Power Company has no obligation to maintain such Pole.
- 13.04 The Licensee shall be entitled to purchase at its Structural Value as set forth in Schedule 2 of this Agreement any Pole which the Power Company has decided to sell or abandon, subject to the right of Bell Aliant to purchase such Pole and subject to any existing rights of any third party in or to the Pole or the use of such Pole.
- 13.05 In the event that the Power Company decides that any Pole upon which the Facilities are attached is no longer required for the Power Company's use, the Licensee shall, if it does not purchase the Pole under the provisions of Article 13, vacate the Pole by removal of all the Facilities, at its own expense, within sixty (60) days of receipt of written notice.
- 13.06 Notwithstanding Subsection 13.03 hereof, in the event that the sale or abandonment of any Pole by the Power Company has an adverse effect upon the Licensee's use or enjoyment of its Facilities as attached to other Poles within close proximity to the Pole being sold or abandoned, then the Power Company shall, at the cost and expense of the Licensee, replace or maintain, whichever is more economic, the Pole which it intended to sell or abandon, so as to maintain the economic viability of the Licensee's use and enjoyment of its Facilities as attached and maintained upon such other Poles.

- 13.07 In any event that the Power Company wishes to sell any Pole upon which the Licensee has attached Facilities pursuant to this Agreement, then the Power Company shall endeavour to include as a term of any such sale or transfer that the purchaser or transferee will continue to allow the attachment of the Facilities upon terms and conditions which are no less favourable than those which are provided herein. Provided always, that if the Power Company fails in having the purchaser or transferee agree to continue to allow the attachment of the Facilities to such Pole upon the terms and conditions as provided for herein, such failure shall not affect the validity of such sale or transfer.

ARTICLE 14 - POLE RENTAL RATES

- 14.01 During the Term of this Agreement, and any renewal thereof, the Licensee shall pay a fixed annual Pole rental charge of \$18.48 per Pole.
- 14.02 In the event of the termination of this Agreement in accordance with Article 24 hereof, then the existing Pole rental rate, the billing and payment provisions as stipulated in Article 16 and the standards of construction and maintenance as stipulated in Article 3 hereof shall remain in force and effect and shall survive the termination of this Agreement until either:
- (a) a new agreement is reached between the parties; or
 - (b) if no agreement is reached within six (6) months of the date of termination of this Agreement, the Board of Commissioners of Public Utilities is asked and makes an order setting the Pole rental rate in accordance with the Public Utilities Act.

ARTICLE 15 - POLE COUNT

- 15.01 The number of Poles to be utilized for the calculation of the Pole rental rates payable hereunder shall be determined in accordance with Schedule 3 attached hereto.
- 15.02 For each calendar year of the Term, commencing with 2012, the Power Company shall provide to the Licensee by not later than August 31 of each such calendar year, a reconciliation of the number of Poles with cable television attachments as reported in the records of the Power Company as at June 30 of that calendar year as compared to June 30 of the preceding year (the "Reconciliation"). The Reconciliation shall include such detail and supporting documentation and information so as to enable the Licensee to verify the reconciling items therein. The Licensee shall be entitled to verify the Power Company's pole count and related data and information, and any such verification shall be at the Licensee's sole expense. The Licensee covenants to observe and maintain the confidentiality of all records and information of the Power Company and shall not remove any books or records or any form of copy thereof from the Power Company's place of business. In the event that the Licensee's verification process results in the

identification of any discrepancy, the Power Company shall make all adjustments and corrections to its records and the accounts between the parties resulting therefrom.

- 15.03 For each calendar year during the Term, commencing with 2012, the Licensee shall provide to the Power Company by October 31 of each such calendar year, its subscriber count as at August 31 of such calendar year, as set out in the Licensee's annual return to the CRTC. In the event that the Licensee does not provide the subscriber count by the date in question, then subsequent requirements of the Power Company to provide information, bills or notices shall be extended by the number of days the subscriber count is late. The Power Company shall have the right to verify the Licensee's filings with the CRTC and any supporting documentation, to the extent that they relate to the Licensee's subscriber count, and any such verification shall be at the sole expense of the Power Company and shall be performed at the Licensee's place of business and during normal business working hours, on mutually agreeable dates. The Power Company covenants to observe and maintain the confidentiality of all records and information of the Licensee and shall not remove any books or records or any form of copy thereof from the Licensee's place of business. In the event that the Power Company's verification process results in the identification of any discrepancy, the Licensee shall make all adjustments and corrections to its records and the accounts between the parties resulting therefrom.
- 15.04 The ratio of Poles to subscribers determined as verified in accordance with Subsections 15.02 and 15.03 respectively (the "Revised Ratio") shall be calculated and reviewed annually in November of the calendar year for which the Pole and subscriber counts are taken as aforesaid and shall be compared to the Base Ratio in Schedule 3 to this Agreement. If the Revised Ratio differs by more than the Stipulated Percentage from the Base Ratio, then the Power Company and the Licensee agree to negotiate in good faith to establish a new Base Ratio to be used in a new Schedule 3 and such Base Ratio and new Schedule 3 shall form part of this Agreement and become effective for the balance of the calendar year commencing on the 1st day of the month following the month in which such agreement is reached.

ARTICLE 16 - BILLINGS AND PAYMENT

- 16.01 At the commencement of the Term, and, in the case of any Subsequent Term, at least 30 days before the first day of the calendar year for which the same applies, the Power Company shall issue to the Licensee an annual invoice for Pole rentals. Subject to the other provisions of this Agreement, the Licensee shall make monthly payments to the Power Company equal to one-twelfth (1/12) of the annual invoice amount. The Pole rental rates payable by the Licensee shall become effective on the first day of each month.
- 16.02 In the event that Licensee receives any invoice less than thirty (30) days before the first day of the annual period to which such invoice is intended to relate, then the timeframe during which the Licensee is entitled to avail of any discount and the date or period after which the Licensee is obliged to pay any interest or carrying charges, under any other

provisions of this Agreement, shall be and be deemed to be extended by the number of days less than thirty days that the Licensee received such invoice(s).

- 16.03 The Power Company shall provide to the Licensee a monthly statement of account, detailing all invoiced amounts, interest and carrying costs, and payments made by the Licensee, for the month in question.
- 16.05 Where a particular monthly payment is received by the Company more than ten days after the due date thereof, as a result of a matter of being referred to mediation or arbitration, then the availability of any discount or the requirement to pay any interest or carrying costs shall be determined by such mediation or arbitration.

ARTICLE 17 - FAILURE TO PAY

- 17.01 Payment of monthly instalments on annual invoices shall be due on the last day of each such month, unless such due date is extended in accordance with the other provisions of this Agreement. If the Licensee fails to pay such monthly amount on its due date, determined as aforesaid, then the Licensee shall pay interest on the overdue monthly amount(s), with interest to be equal to the then current Bank of Canada prime rate plus 5%, as adjusted from time to time, calculated and applied on a per day basis and compounded monthly. Interest charges, if any, on amounts which are disputed and resolved by mediation or arbitration, shall be determined by such mediation or arbitration.
- 17.02 Subject to the other provisions of this Agreement, the Power Company shall have the right to disconnect the electrical service it provides to the Facilities of the Licensee on the Poles, upon ten (10) days prior written notification to the Licensee, if any amount of principal and interest, of any monthly invoice or the monthly installment on any annual invoice is outstanding for a continuous period of six (6) months or more. Provided always that all payments made by the Licensee, including partial payments, must first be credited to the oldest portion of any outstanding account or invoice. Provided further that the Power Company shall not be entitled to exercise its right to disconnect electrical service as aforesaid with respect to any outstanding balance where the Licensee has given notice of its intention to have such dispute resolved by mediation or arbitration in accordance with this Agreement.
- 17.03 The Power Company shall have the right to disconnect the electrical service it provides to the Facilities of the Licensee on the Poles, upon ten days prior written notification to the Licensee, if any undisputed portion of any monthly installment is outstanding for a continuous period of two months or more. Provided always that all payments made by the Licensee, including partial payments, must first be credited to the oldest portion of any outstanding account or invoice.

ARTICLE 18 - MODIFICATION OF SCHEDULES

- 18.01 It is recognized that at any time or from time to time during the Term of this Agreement, the parties hereto may, by mutual consent, desire to alter, amend, modify or vary the provisions of any or all of the Schedules attached hereto, or to substitute entirely new Schedules therefor or annex new or supplementary Schedules, or both, and in such event a new Schedule or Schedules giving effect to such agreed change, once signed by the authorized signing authorities of the Power Company and of the Licensee shall be deemed, from the date specified therein, to become effective for the purposes and to the extent contemplated therein.
- 18.02 Notwithstanding the provisions Subsection 18.01, the Power Company may, in its discretion, alter, amend, modify, vary or substitute at any time Schedule 2 of this Agreement - Structural Values of Poles - utilizing and applying such principles or rates approved by the Board of Commissioners of Public Utilities, and following the signing thereof by the authorized signing authority of the Power Company, and not less than fifteen (15) days written notice having been given to the Licensee, it shall form part hereof, and shall, from the date specified therein, being not less than fifteen (15) days after written notice aforesaid, alter, amend, modify, vary or substitute such Schedule 2 in the manner set forth or be and become a new Schedule hereto, as the case may be.

ARTICLE 19 - POLES EXCLUDED FROM AGREEMENT

- 19.01 This Agreement, without limiting the rights of the Power Company contained in Article 4 of this Agreement, shall only apply to Poles carrying power circuits at or below 25 kv.

ARTICLE 20 - DEFAULT

- 20.01 If the Licensee fails to comply with any of the terms or conditions of this Agreement or, if the Licensee defaults in any of its obligations under this Agreement, and shall fail within thirty (30) days after written notice from the Power Company to correct such default or non-compliance, the Power Company may, at its option, without thereby prejudicing or affecting any other remedy or recourse which it may have by means of the non-compliance or default, forthwith revoke its permission, granted pursuant to Article 4 hereof, to the Licensee to place any further Facilities on the Poles.
- 20.02 If the Licensee shall default in the performance of any work which it is obligated to do under this Agreement and such default shall continue for thirty (30) days after notice thereof in writing from the Power Company, the Power Company may elect to do such work on a temporary basis and the Licensee shall pay the Power Company the reasonable cost thereof, including any reasonable interest or carrying costs relating thereto.
- 20.03 Failure on the part of the Licensee to make payments under Subsection 20.02 within thirty (30) days after presentation of bills therefor shall, at the election of the Power Company, constitute a default hereunder and, notwithstanding the provisions of Subsection 20.01 in addition to any other remedy it may have, the Power Company may

forthwith revoke its permission, granted under Article 4 hereof, to the Licensee to place any further Facilities on Poles.

- 20.04 The Power Company shall have the right to terminate this Agreement forthwith if the Facilities are maintained or used in any material violation of any law or in aid of any substantial and material unlawful act or undertaking and the Licensee shall immediately remove all its Facilities from the Poles.

ARTICLE 21 - COMMUNICATIONS

- 21.01 Except where specifically provided otherwise in this Agreement any notice, request, demand, approval, application or similar communication given pursuant to this Agreement, shall be in writing and signed by the authorized signing authority of the party giving such communication and shall be addressed to the authorized signing authority for the other party.
- 21.02 The authorized signing authorities for the Power Company and for the Licensee shall be as outlined in Schedule 4.
- 21.03 All notices, requests, demands, approvals or similar communications hereunder may be given by registered mail, telex, telecopier or by personal delivery addressed to the authorized signing authority for the respective parties at their addresses set out below.

Newfoundland Power
P.O. Box 8910
St. John's, NL
A1B 3P6

Persona Communications Inc.,
Doing business as Eastlink
6080 Young St., 8th Floor
P. O. Box 8660, Station A
Halifax, Nova Scotia
B3K 5M3

Or to such other addresses as may be designated by any party to the other. Any communication delivered by registered mail shall be deemed to have been received on the 5th business day after the date of mailing thereof, unless returned undelivered or unclaimed, and any communication delivered by telex, telecopier or personal delivery shall be deemed to be received on the date of actual delivery.

ARTICLE 22 - DISPUTE RESOLUTION

22.01 Mediation

Any dispute which shall arise between the Power Company and the Licensee concerning the construction or application of this Agreement, or the rights, duties or obligations of any party to this Agreement, shall be subject to the following dispute resolution procedure:

- (a) Either party (the "Initiating Party") may invoke the dispute resolution procedure by sending a written notice to the other party (the "Respondent Party") describing the nature of the dispute and designating a senior officer of the Initiating Party with appropriate authority to be its representative in negotiations relating to the dispute. The Responding Party shall, within five (5) business days of receipt of such notice, send a written notice to the Initiating Party, designating a senior officer of the Responding Party with appropriate authority to be its representative in negotiations relating to the dispute.
- (b) Within ten (10) business days of the receipt by the Initiating Party of the written notice of the Responding Party, the senior officers of each party shall enter into good faith negotiations with a view to resolving the dispute. If the dispute is not resolved within thirty (30) days of the commencement of such negotiations, or such longer period as may be agreed upon, either party may, by written notice to the other party, require that the parties be assisted in their negotiations by a mediator. The mediator shall be acceptable to both parties and have knowledge and experience in the particular matter under dispute, or professional qualifications or experience in alternative dispute resolution, or both. The parties shall thereafter participate in mediation with the mediator through such process as the mediator, in consultation with the parties, may determine.
- (c) None of the parties shall be deemed to be in default of any matter being mediated until such date as the mediation concludes.

22.02 Arbitration

Any dispute which is not resolved through mediation pursuant to Subsection 22.01 shall be referred to arbitration in accordance with the following procedures:

- (a) Upon the written demand of either of the parties, the dispute shall be referred to arbitration in accordance with the provisions of the Arbitration Act (Newfoundland and Labrador) and shall be submitted to the Board of Commissioners of Public Utilities as now hereafter constituted under the Public Utilities Act.
- (b) In the event that the Board of Commissioners of Public Utilities refuses or is unable to act as an arbitrator then, upon the written demand of either of the parties, the parties shall meet and attempt to appoint a single arbitrator. If they are unable to agree on a single arbitrator, upon written demand of either of them and within ten (10) days after such demand, the person making the demand shall

name one arbitrator and the other party shall name another arbitrator and the two arbitrators so named shall promptly thereafter name a third. If either the person making the demand or the other party shall fail to name an arbitrator within ten (10) days from such demand, then the second arbitrator shall be appointed by any Justice of the Supreme Court of Newfoundland and Labrador. If the two arbitrators shall fail within ten (10) days after their appointment to agree upon and appoint a third arbitrator, then upon written application by any of the parties concerned, such third arbitrator shall be appointed by any Justice of the Supreme Court of Newfoundland and Labrador.

- (c) The arbitrator or panel of arbitrators selected to act hereunder shall be qualified by education and training to pass upon the particular question in dispute.
- (d) The single arbitrator or panel of arbitrators so chosen shall proceed immediately to hear and determine the matter or matters in dispute. The decision of the arbitrators, or a majority of them, shall be made within forty-five (45) days after the appointment of the third arbitrator, subject to any reasonable delay due to unforeseen circumstances. Notwithstanding the foregoing, if the single arbitrator fails to make a decision within sixty (60) days after his or her appointment, or if the arbitrators or the majority of them fail to make a decision within sixty (60) days after the appointment of the third arbitrator, then any of the parties concerned may elect to have a single arbitrator or panel of arbitrators chosen in like manner as if none had previously been selected.
- (e) The decision of the single arbitrator or the decision of the panel of arbitrators, or a majority of them, shall be in writing and signed by the single arbitrator or by the arbitrators, or a majority of them, and shall be final and binding upon all of the parties hereto as to any matter or matters so submitted to arbitration and the parties shall observe and implement the terms and conditions thereof.
- (f) The compensation and expenses of the single arbitrator or arbitrators (unless otherwise determined by the arbitrator(s)) shall be paid by both parties equally.

ARTICLE 23 - TERM OF AGREEMENT

- 23.01 Subject to Article 20 and Subsection 24.02 hereof, this Agreement shall continue in force until the expiry of the Original Term and cannot be terminated during the Original Term.
- 23.02 Unless terminated pursuant to Articles 20 or 24 hereof, this Agreement shall continue in force for the Subsequent Terms.
- 23.03 Time is of the essence in respect of the Termination Notice and if the Termination Notice is given by either party less than ninety (90) days before the expiry of the Original Term or any Subsequent Term, as the case may be, the Agreement shall continue in force for

the following Subsequent Term, but not beyond, unless agreed to, in writing, by both parties.

ARTICLE 24 - EVENTS OF TERMINATION

24.01 Either party may terminate this Agreement by way of Termination Notice.

24.02 Subject always to Article 20 hereof, either party shall have the right to terminate this Agreement and the rights granted hereunder without prejudice to the enforcement of any other legal right or remedy, immediately upon giving written notice of such termination to the other party if the defaulting party is in default hereunder and has not cured any such default within any grace or cure period provided for in this Agreement.

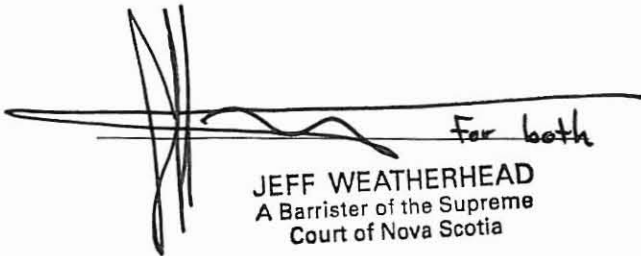
ARTICLE 25 - SUCCESSION

25.01 This Agreement shall be binding upon and for the benefit of the parties hereto and their respective successors and assigns.

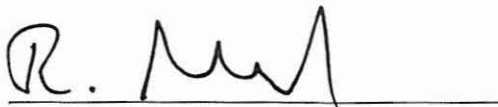
[Remainder of page left intentionally blank]

IN WITNESS WHEREOF the Parties have executed this Agreement.

WITNESS:


For both
JEFF WEATHERHEAD
A Barrister of the Supreme
Court of Nova Scotia

WITNESS:



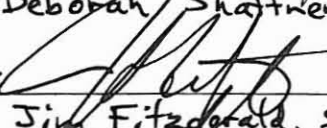
PERSONA COMMUNICATIONS INC.,
Doing business as Eastlink

Licensee

by:


Deborah Shaffner, President & C.O.O.

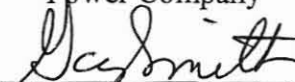
by:


Jim Fitzgerald, Sr. VP Engineering

NEWFOUNDLAND POWER INC.

Power Company

by:


Gary Smith VP Operations & Eng.

by: _____

SCHEDULE 1

STANDARDS OF CONSTRUCTION AND MAINTENANCE

All future construction and attachments of Facilities to Poles covered by this Agreement shall, as a minimum, at all times meet the provisions of CSA Standard No. C22.3 No. 1 or the governing law where such law exceeds the minimum provisions of CSA STANDARD No. C22.3 No. 1.

When the Licensee attaches its strand or messenger to Poles owned by the Power Company the strand or messenger shall be placed within the Communications Space and the placement shall be in accordance with the following order of preference:

1. Above any existing communications cable, and on the same side of the Pole as any existing communications cable.
2. Below any existing communications cable, and on the same side of the Pole as an existing communications cable.
3. On an offset bracket on the same side of the Pole as any existing communications cable.
4. On the opposite side of the Pole from any existing communications cable.

This order of preference is not meant to preclude the Licensee overlashing its Facilities to other communications cable or strand already existing on the Pole, where applicable.

SCHEDULE 2

Structural Value of Poles

Pole Age	Percent Condition	Pole Age	Percent Condition
0	100.000%	27	35.675%
1	96.471%	28	34.036%
2	93.296%	29	32.452%
3	90.286%	30	30.923%
4	87.428%	31	29.447%
5	84.618%	32	28.025%
6	81.873%	33	26.634%
7	79.188%	34	25.328%
8	76.559%	35	24.047%
9	73.979%	36	22.808%
10	71.449%	37	21.607%
11	68.966%	38	20.441%
12	66.528%	39	19.307%
13	64.129%	40	18.204%
14	61.789%	41	17.132%
15	59.487%	42	16.088%
16	57.230%	43	15.073%
17	55.020%	44	14.083%
18	52.858%	45	13.117%
19	50.472%	46	12.171%
20	48.676%	47	11.357%
21	46.660%	48	10.651%
22	44.866%	49	9.961%
23	42.783%	50	9.284%
24	40.924%	51	8.623%
25	39.119%	52	7.978%
26	37.369%		

The percent condition shall be applied to the original cost of any such Pole.

The cost of any such Pole for purposes of Article 13.04 shall be the original cost of any such Pole depreciated by the percent condition.

SCHEDULE 3
DETERMINATION OF POLES TO BE INVOICED

2012

For the calendar year commencing January 1, 2012, the number of Poles to be invoiced to the Licensee is 69,200.

The Base Ratio for the calendar year commencing January 1, 2012 is equal to 1.47.

2013 Forward

Subject to Subsection 15.04, for the calendar year commencing January 1, 2013, and for each calendar year thereafter, the number of Poles to be invoiced to the Licensee shall be calculated annually in November of the immediately preceding calendar year (the "Preceding Year") as follows:

Poles Invoiced = (Base Ratio) x (Subscriber Count)

Where:

"Base Ratio" = A/B, where:

A = The number of Power Company Poles invoiced to the Licensee in the Preceding Year

B = The Licensee's Subscriber Count as at August 31 of the Preceding Year as determined in accordance with Subsection 15.03

"Subscriber Count" means the Licensee's Subscriber Count as at August 31 of the Preceding Year as determined in accordance with Subsection 15.03

SCHEDULE 4

AUTHORIZED SIGNING AUTHORITIES

Transactions listed below require the signing authorities as shows:

TRANSACTION	POWER COMPANY	LICENSEE
Agreement Approval	Vice-President	Authorized Signing Officer
Amendment of Agreement	Vice-President	Authorized Signing Officer
Amendment of Schedules	Vice-President	Authorized Signing or Appointee
Notice of Default	Vice-President	Authorized Signing Officer
Termination of Agreement	Vice-President	Authorized Signing Officer

Transactions not specifically listed above may be approved by the signature of a single officer of the Power Company and a single officer of the Licensee.

Pole Rental Agreement
Newfoundland Power Inc. and Rogers Communications Partnership

POLE RENTAL AGREEMENT
BETWEEN
NEWFOUNDLAND POWER INC.
AND
ROGERS COMMUNICATIONS PARTNERSHIP

POLE RENTAL AGREEMENT
BETWEEN
NEWFOUNDLAND POWER INC.
AND

ROGERS COMMUNICATIONS PARTNERSHIP

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THIS AGREEMENT made as of the 1st day of January, 2012 (the "**Effective Date**"),

BETWEEN: **NEWFOUNDLAND POWER INC.**

A body corporate organized under the laws of the Province of Newfoundland and Labrador having its head office at St. John's, Newfoundland and Labrador.
(hereinafter called the "**Power Company**")

of the one part

AND: **ROGERS COMMUNICATIONS PARTNERSHIP**

A general partnership organized under the laws of the Province of Ontario and having its registered office at Toronto, Ontario.
(hereinafter called the "**Licensee**")

of the other part

WHEREAS

- (a) The Power Company installs, operates and maintains poles for the distribution of electricity within the Province of Newfoundland and Labrador; and
- (b) The Licensee has and may acquire one or more licenses from the CRTC and other regulatory authorities, granting it permission to provide cable television and other communications services in the respective areas of the Province of Newfoundland and Labrador named in such license(s), the Licensee being authorized to carry on business within the said province; and
- (c) The Power Company and the Licensee previously entered into a Pole Rental Agreement dated July 1, 1996 which was terminated effective December 31, 2011, and now seek to enter into a new Pole Rental Agreement under which the Power Company will license and permit the placement of the Licensee's Facilities on the Poles subject to the terms and conditions contained herein; and
- (d) In 2011, the Power Company sold 40% of its Poles to Bell Aliant Regional Communications Inc. ("**Bell Aliant**") and, in conjunction with such sale, completed a detailed survey of its Poles to which the Licensee's Facilities are attached.

NOW THEREFORE:

In consideration of the premises and the covenants, provisions and agreements herein contained to be performed and of the payments to be made as hereinafter provided, the parties hereto mutually agree as follows:

ARTICLE 1 - INTERPRETATION

1.01 Definitions

The following terms and expressions shall have, for all purposes of this Agreement, the meanings as set forth below:

- (a) **"Agreement"** means this Pole Rental Agreement and all of the Schedules attached hereto.
- (b) **"Article"**, **"Section"**, **"Subsection"**, or other subdivision of this Agreement followed by a number means and refers to the specified Article, Section, Subsection or other subdivision of this Agreement.
- (c) **"Board of Commissioners of Public Utilities"** means the Board of Commissioners of Public Utilities as constituted pursuant to the Public Utilities Act.
- (d) **"Business of the Licensee"** means the cable television and other communications services as may now or hereafter be provided by the Licensee.
- (e) **"Communication Space"** means that portion of the Pole that is suitable for attachment of all or portions of the Facilities and provides at a minimum the separation required by the standards of construction and maintenance as specified in **Schedule 1** attached hereto.
- (f) **"CRTC"** means the Canadian Radio-television and Telecommunications Commission as constituted pursuant to the *Canadian Radio-television and Telecommunications Act*.
- (g) **"Facilities"** mean messenger, strand, fibre, cable, equipment, subscriber drops and other associated hardware and equipment owned by the Licensee and as is or may be used in the Business of the Licensee.
- (h) **"Hereof"**, **"hereto"**, **"herein"** and **"hereunder"** and similar expressions mean and refer to this Agreement and not to any particular Article, Section, Subsection or other Subdivision.
- (i) **"Original Term"** means the period from the Effective Date of this Agreement until and including December 31, 2014.
- (j) **"Poles"** means all of the poles (other than non-wood poles that are used exclusively for street and area lighting), guys, anchors and pole grounds installed or acquired, operated, maintained and wholly owned by the Power Company for the distribution of electricity within the Province of Newfoundland and Labrador.

- (k) **"Pole Count"** means the number of Poles to which the Licensee has attached its Facilities pursuant to this Agreement.
- (l) **"Pole Rental Rate"** means the rate charged by the Power Company for the Licensee to access and attach its Facilities to the Poles of the Power Company.
- (m) **"Public Utilities Act"** means the *Public Utilities Act*, R.S.N. 1990, c. P-47, as amended from time to time.
- (n) **"Subsequent Term"** means a period starting on the 1st day of January of a calendar year and ending on the 31st day of December of the same calendar year, the first such period beginning on the 1st day of January, 2015.
- (o) **"Termination Notice"** means a notice in writing given by a party to the other party at least 60 days prior to the expiry of the Original Term or a Subsequent Term, as the case may be, stating that the Agreement shall be terminated on the last day of the Term.
- (p) **"Term"** shall mean Original Term or Subsequent Term, or both, as the context requires.

1.02 **Gender and Number**

Any reference in this Agreement to gender shall include all genders, any words importing the singular number only shall include the plural and vice versa.

1.03 **Headings**

The provision of an Index, the division of this Agreement into Articles, Sections, Subsections and other subdivisions and the insertion of headings are for convenience of reference only and shall not affect or be utilized in the construction or interpretation of this Agreement.

1.04 **Enforceability**

Any Article, Section, Subsection or other subdivision of this Agreement or any other provision of this Agreement which is, or becomes, illegal, invalid or unenforceable shall be severed from this Agreement and be ineffective only to the extent of such illegality, invalidity or unenforceability and shall not affect or impair remaining provisions hereof.

1.05 **Entire Agreement**

This Agreement constitutes the entire agreement between the parties pertaining to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions whether oral or written, of the parties. There are no representations, warranties, conditions or other agreements, expressed or implied, statutory or otherwise, between the parties in connection with the subject matter of this Agreement, except as

specifically set forth herein. This Agreement was negotiated through joint discussions and participation of the parties and shall be construed neither against nor in favour of any of them, but rather in accordance with its fair meaning.

1.06 Termination of Prior Agreements

Save for this Agreement, all written agreements pertaining to the subject matter hereof, are hereby terminated effective from and after the date of this Agreement.

1.07 Schedules

All Schedules hereto, as modified, amended, replaced, supplemented or added at a later date, in accordance with this Agreement, shall be part and parcel of this Agreement.

1.08 Amendment

This Agreement and the Schedules attached hereto may not be modified or amended except by instrument in writing signed by all parties hereto.

1.09 Governing Law

This Agreement shall be governed by and construed in accordance with the laws of the Province of Newfoundland and Labrador and laws applicable therein.

1.10 Waivers

No waiver by a party of any breach of any term, condition, covenant, obligation or agreement of the other party hereunder shall be a waiver of any subsequent breach of the same or of any other term, condition, covenant, obligation or agreement herein contained, nor shall any failure or forbearance to enforce or insist upon compliance with any of the terms, conditions, covenants, obligations or agreements herein or to seek a remedy for any breach be a waiver of any rights or remedies with respect to any subsequent breach. Any such waiver must be in writing to be effective.

ARTICLE 2 - TERRITORIES AND SCOPE OF AGREEMENT

2.01 This Agreement is effective within any area in the Province of Newfoundland and Labrador where the Licensee presently or in the future carries on the Business of the Licensee, and shall apply only to the Business of the Licensee and shall cover all such Poles of the Power Company now existing or hereafter erected or acquired in such area(s).

2.02 The parties agree that all Facilities placed on or attached to Poles of the Power Company prior to the Effective Date of this Agreement shall be subject to and governed by the terms and conditions of this Agreement.

ARTICLE 3 - STANDARDS OF CONSTRUCTION AND MAINTENANCE

- 3.01 The Facilities shall be placed within the Communication Space and maintained, as a minimum, in accordance with the requirements and specifications contained in **Schedule 1** attached hereto. Those requirements and specifications may be replaced or amended from time to time by any binding revision of the Canadian Standards Association or by other governing body having binding jurisdiction to do so; providing such replacement or amendment shall not be binding until such time as the Licensee receives written notice thereof from the Power Company. Specifications may be replaced or amended by the Power Company from time to time; provided that no such replacement or amendment shall be binding on the Licensee until such time as the Licensee provides written consent.

ARTICLE 4 - ATTACHMENTS TO POLES

- 4.01 Subject to the terms and conditions of this Agreement, the Power Company hereby grants a license to the Licensee to place its Facilities on the Poles and, to the extent permitted by law or by contract, access to the Poles over and the right to use for anchors and the like all lands, rights of way, easements and any other rights of access now owned or hereafter acquired by the Power Company with respect to the Poles. Whenever the Power Company acquires a future right of access, right of way or easement, the Power Company will endeavour to include therein the right of the Power Company to license any benefits thereunder to a licensee of the Power Company, subject to any and all applicable restrictions and obligations.
- 4.02 The Licensee is not required to submit a formal application to the Power Company prior to placing Facilities on the Poles. However, with the exception of subscriber drops, where the Licensee places new strand, makes a substantial modification of its existing Facilities or where the Licensee makes a substantial addition of Facilities to the Poles, such that the modification or addition could reasonably be seen as having a material impact upon the safety or stability of the Pole(s), then the Licensee shall notify the Power Company prior to such modification or addition and shall provide to the Power Company all technical and engineering information as the Power Company shall reasonably require, prior to making such substantial modification or substantial addition.
- 4.03 The Power Company shall have the right to carry out any engineering work, including but not limited to inspections or re-inspections, with respect to future installation of the Licensee's Facilities, and the Licensee shall, at its expense, correct or remedy any improper or unsafe installation of its Facilities as may be determined by any such engineering work, inspection or re-inspection. The Licensee shall reimburse the Power Company for any reasonable cost incurred as a result of the Power Company having to provide new or additional engineering services in relation to future attachments by the Licensee. When requested to do so by the Licensee, the Power Company shall, whenever possible, carry out engineering, and the Licensee shall reimburse the Power Company for the reasonable costs incurred; provided that such request relates only to repair, maintenance or incidental extension of the Licensee's Facilities.

- 4.04 Where other facilities already exist within the Communication Space or where reasonably requested to do so by the Power Company, the Licensee agrees to consult the owner of such other facilities and to observe any existing rights which the owner of such other facilities has been given as a result of being a tenant on the Pole.
- 4.05 Where another party, including but not limited to Bell Aliant, has control of and priority access to the Communication Space pursuant to an agreement with the Power Company (the "**Priority Access Agreement**"), the Licensee agrees to observe any existing rights which such party shall have as are enforceable by law and/or regulation; provided the Power Company provides the Licensee with a copy of the Priority Access Agreement.
- 4.06 The Licensee shall, with respect to all Facilities and its operations using the Poles, secure any and all consents from any authority having jurisdiction with respect thereto and shall make reasonable efforts to obtain approval from owner(s) affected by the installation and/or maintenance of the Licensee's Facilities on the Pole(s) of the Power Company.
- 4.07 The granting of permission by the Power Company to affix Facilities to the Poles shall not be construed as implying that the Licensee has complied with **Subsection 4.05**.

ARTICLE 5 - NO DETRIMENT TO PRESENT OR FUTURE SERVICE

- 5.01 The Licensee agrees that the installation of the Facilities shall be carried out in such a manner so as not to result in any substantial detriment to the service rendered or to be rendered by any other user of the Poles.
- 5.02 If, as a direct result of the installation of Facilities, additional anchoring or guying is required to support the Poles, in accordance with established and applicable standards, such anchors or guys shall be installed prior to attachment of the Facilities by the Licensee, at its cost and to the reasonable satisfaction of the Power Company. The Licensee and the Power Company agree that attachment to certain of the Poles may not be reasonable or practical given either the physical or engineering constraints of the particular Pole. In all such cases, the Power Company will cooperate with the Licensee in identifying reasonable alternative routing for the Licensee's Facilities.

ARTICLE 6 - IMPROPER PLACEMENT OF ATTACHMENTS

- 6.01 If the Power Company reasonably determines that the Facilities are not being or have not been placed in accordance with **Articles 3, 4 and 5** of this Agreement, the Power Company may require the Licensee, by giving 45 days written notice to the Licensee, to make such changes as are reasonably necessary to meet the requirements of this Agreement. If in the reasonable judgement of the Power Company the improper placement of Facilities poses an immediate threat to safety or integrity of the Pole(s), then the Licensee shall respond immediately to make such changes as are necessary to meet the requirements of this Agreement. In the event that the improper placement of the Facilities by the Licensee necessitates the Power Company to carry out work to enable the

Licensee to meet the requirements of this Agreement, the conditions of **Article 7** shall apply.

ARTICLE 7 - POLE INSTALLATIONS, REPLACEMENTS AND REARRANGEMENTS

- 7.01 If the placement of the Facilities causes, in the reasonable opinion of the Power Company and the Licensee, the installation, replacement or relocation of any Pole(s) or any Power Company equipment, the Power Company will install, replace or relocate the Pole(s) and the Power Company equipment as necessary, and the Licensee shall, on demand and presentation of a statement of cost, reimburse the Power Company for its reasonable costs and expenses less any benefit derived by the Power Company from the alterations, such benefits to be restricted to replacement cost of a Pole of similar size less the Structural Value of the Pole being removed. The Structural Value shall be calculated as the estimated cost to install a new Pole of similar size multiplied by the appropriate percent condition factor as set forth in **Schedule 2** of the Agreement. Prior to commencing any work, the Power Company shall provide to the Licensee, in reasonable detail, a written estimation of costs and expenses and a reasonable period to elect or decline to have such work carried out. In any event, the Power Company undertakes to carry out any and all such work as economically as possible. In the event that the Licensee elects to decline to have such work carried out, then it shall, at its expense, remove the Facilities from the Pole(s) in question.
- 7.02 In the event that the Licensee wishes to attach its Facilities to a Pole already occupied by a third party, and the Power Company acting reasonably deems it necessary for that third party to transfer or re-arrange its equipment for that purpose, the Licensee shall deal directly with the third party as to the details of the transfer or re-arrangement.

ARTICLE 8 - MAINTENANCE OF FACILITIES

- 8.01 All Facilities shall be properly maintained by the Licensee at its cost in accordance with **Schedule 1** attached hereto.
- 8.02 Whenever it is necessary to replace or relocate Poles to which the Facilities are attached, the Power Company shall give notice thereof in writing to the Licensee; provided that in case of emergency, oral notice may be given and subsequently confirmed in writing. The Licensee shall transfer or rearrange its Facilities at its sole expense as requested within 45 days of such notice, unless mutually agreed otherwise. In the event that such replacement or relocation has been initiated by the Power Company, for the Power Company's own purposes within a 6 month period commencing at the time the Power Company approved in writing the attachment of the Licensee's Facilities, then the Power Company, at the request of the Licensee, shall relocate or rearrange the Facilities at the Power Company's expense. Provided always that the relocation or replacement is not initiated by the requirements of others and that the relocation does not require the Power Company to splice, cut, join, terminate or the like the Licensee's cables.

- 8.03 In cases of emergency, provided that the Power Company shall notify the Licensee as much in advance as possible, or as soon as reasonably possible thereafter, the Power Company may, on a temporary basis, relocate or replace the Facilities placed on the Poles, transfer them to substituted Poles or perform any other temporary work in connection with the Facilities that may be required in the maintenance, replacement, removal or relocation of the Poles, or of the Facilities thereon, or for the service needs of the Power Company. In any such event, the expenses relating to such temporary relocation or replacement shall be borne by the Power Company or the Licensee in accordance with the provisions of **Subsection 8.02**. Where practicable, the Licensee shall be permitted to perform any such work utilizing its own employees or contractors.
- 8.04 If Facilities are attached to Poles by the Licensee in accordance with this Agreement and ground clearances are subsequently reduced by actions of third parties or other cause contemplated in **Subsection 9.01**, it will be the responsibility of the Power Company to re-establish standard clearance with respect to the Poles and its own equipment and the Licensee shall, at its own expense, transfer or rearrange its Facilities to meet the then standard clearance; provided that, if the reduction in clearance shall be caused by the negligence of the Power Company or any other person for whom it is in law responsible, then the Power Company shall reimburse the Licensee for such expenses. Provided always that, if any third party may be liable to the Power Company and the Licensee with respect to the loss of clearance, then the parties shall cooperate to recover their losses and expenses from such third party in as cost effective a manner as possible including, where practicable, joint action or an action by one of them on behalf of both.

ARTICLE 9 - IMPOSSIBILITY OF PERFORMANCE

- 9.01 If the performance by either the Power Company or the Licensee of any of their respective obligations as contained in this Agreement shall to any extent be prevented, restricted, delayed or interfered with by reason of:
- (a) war, revolution, civil commotion, riots, acts of public enemies, blockade or embargo, any strike, lock-out or other labour difficulty or work stoppage, explosion, epidemic, fire, flood, freeze, severe winter conditions, ice blockage, act of God, or order of any authority having jurisdiction, or
 - (b) the prohibition, restraint, restriction or prevention from installing, constructing or replacing the Facilities or for making available any portion of the Poles arising out of any statute, law, by-law, ordinance, regulations, judgment, or any requirement of a third party owner, or the removal of any easement, right-of-way, servitude or other privilege; or
 - (c) any other cause beyond the reasonable control of the Power Company or the Licensee;

then, the Power Company and the Licensee or either, as the case may be, shall, on prompt notice to the other, be excused from the performance of such obligations but only to the extent of the period of such prevention, restriction, delay or interference, provided that the provisions contained in this Article, shall not apply to the obligations of the Licensee as contained in this Agreement to pay the amounts required to be paid to the Power Company in the manner and at the times provided in this Agreement, but the Licensee shall not be liable to pay rental rates or charges for any period during which and to the extent that the Licensee is prevented from using any Pole(s) by reason of any of the foregoing. Provided always that the Licensee or the Power Company, as the case may be, shall use reasonable efforts to avoid or minimize the situations in which the Licensee or the Power Company, as the case may be, is prevented from using any of the Poles as aforesaid. Whenever either party claims relief under this **Subsection 9.01**, it shall make reasonable disclosure to the other of the basis upon which such relief is claimed, so as to enable verification of entitlement.

ARTICLE 10 - ASSIGNMENT

- 10.01 This Agreement and any rights granted to the Licensee pursuant to this Agreement may be sold, transferred, assigned, mortgaged, pledged or charged by the Licensee without the prior written consent of the Power Company. In the event of any such sale, transfer, assignment, mortgage, pledge or charge, the Licensee shall give written notice within 30 days after any such event, to the Power Company. Provided always that any failure to give such notice shall not affect the validity of any such sale, transfer, assignment, mortgage, pledge or charge.

ARTICLE 11 - PRIORITY OF WORK AND ACCESS

- 11.01 Any and all work to be performed or carried out by the Power Company shall have priority over any work to be carried out or performed by or on behalf of the Licensee pursuant to this Agreement or otherwise, and the employees and contractors of the Power Company shall, subject to the foregoing, always have priority of access to the Poles at any time notwithstanding the fact employees or contractors of the Licensee may already be working on, in or near any such Poles; provided that the right of the Power Company under this Article shall not be exercised unreasonably. Provided always that the Power Company, its employees and contractors, shall act diligently and shall organize and perform any and all such work so as to minimize the period of any disruption of work being carried on by or for the Licensee.

ARTICLE 12 - LIABILITY AND DAMAGE INDEMNIFICATION AND INSURANCE

- 12.01 The Power Company reserves to itself, its successors and assigns, the right to maintain its Poles and to operate its installations thereon in such manner as would best enable it to fulfill its own service requirements, but shall exercise such right reasonably and in good

faith with a view to allowing the Licensee to have reasonable access to the Poles for the installation and maintenance of its Facilities.

- 12.02 The Power Company shall not be liable for damage to the Facilities arising in any manner except when caused by the negligence of the Power Company or others for whom it is at law responsible, and in no event shall the Power Company be liable for any interruption of service of the Facilities. In the case of planned interruptions, the Power Company will provide reasonable advance notice to the Licensee. The Power Company and the Licensee shall cooperate in identifying and minimizing the disruption of services of strategic importance to the Licensee.
- 12.03 The Licensee, in respect of the installation, maintenance and operation of the Facilities, shall exercise caution to avoid damaging the cables, equipment and installations of the Power Company and of others occupying the Poles. The Licensee shall make an immediate report to the Power Company of the occurrence of such damage and hereby agrees to reimburse the Power Company for expenses reasonably incurred by the Power Company in making any resulting repairs to its property as a result of any negligence by the Licensee. In no event shall the Licensee be liable for any interruption of service.
- 12.04 Each of the Licensee and the Power Company shall indemnify and keep indemnified the other of them from and against any and all actions, proceedings, judgments, costs, claims, demands, expenses, liabilities and damages of every nature and kind which might arise or result directly or indirectly or be in anywise related to or connected with their respective Facilities and Poles or the use of such Facilities and Poles, except when caused or arising out of the negligence of the other one of them.
- 12.05 Each of the Licensee and the Power Company shall carry liability insurance to protect itself and the other from and against any and all claims, demands, actions, costs, judgments, expenses and liabilities of every nature and kind which may arise or result, directly or indirectly from or relating to the attachment or maintenance of the Facilities on the Poles, or the use of the Facilities. The amount of such insurance against liability for damage to property and against liability for injury or death of persons shall be no less than One Million Dollars (\$1,000,000) in each instance and for each occurrence. Each party shall, upon the request of the other, provide evidence of such insurance coverage to the satisfaction of the other.

ARTICLE 13 - OWNERSHIP OF FACILITIES

- 13.01 The Licensee shall bear the cost of construction of the Facilities and of attaching the Facilities to the Poles and shall retain ownership of the Facilities.
- 13.02 No use, however extended, of the Poles under this Agreement shall create or vest in the Licensee or any other person any interest, ownership or property rights in the Poles, but the Licensee's rights therein shall be and remain a mere license.

- 13.03 Nothing herein contained shall be construed to compel the Power Company to continue ownership of any Pole for a period longer than demanded by its own service requirements and the Licensee acknowledges and agrees that, when the Power Company gives up ownership, the Power Company has no obligation to maintain such Pole.
- 13.04 The Licensee shall be entitled to purchase at its Structural Value as set forth in **Schedule 2** of this Agreement any Pole which the Power Company has decided to sell or abandon, subject always to the existing rights of any third party in or to the Pole or the use of such Pole.
- 13.05 In the event that the Power Company decides that any Pole upon which the Facilities are attached is no longer required for the Power Company's use, the Licensee shall, if it does not purchase the Pole under the provisions of **Article 13**, vacate the Pole by removal of all the Facilities, at its own expense, within 60 days of receipt of written notice.
- 13.06 Notwithstanding **Subsection 13.03** hereof, in the event that the sale or abandonment of any Pole by the Power Company has an adverse affect upon the Licensee's use or enjoyment of its Facilities as attached to other Poles within close proximity to the Pole being sold or abandoned, then the Power Company shall, at the cost and expense of the Licensee, replace or maintain, whichever is more economic, the Pole which it intended to sell or abandon, so as to maintain the economic viability of the Licensee's use and enjoyment of its Facilities as attached and maintained upon such other Poles.
- 13.07 In the event that the Power Company wishes to sell any Pole upon which the Licensee has attached Facilities pursuant to this Agreement, then the Power Company shall endeavour to include as a term of any such sale or transfer that the purchaser or transferee will continue to allow the attachment of the Facilities upon terms and conditions which are no less favourable than those which are provided herein. Provided always that, if the Power Company fails in having the purchaser or transferee agree to continue to allow the attachment of the Facilities to such Pole upon the terms and conditions as provided for herein, such failure shall not affect the validity of such sale or transfer.

ARTICLE 14 - POLE RENTAL RATES

- 14.01 During the Term of this Agreement, and any renewal thereof, the Licensee shall pay the Power Company an annual charge to access and attach its Facilities to the Poles of the Power Company based on the Pole Count multiplied by the Pole Rental Rate as set out in this Agreement (the "**Pole Rental Charges**").
- 14.02 The parties agree that, for the purpose of this Agreement and subject to **Subsection 14.03**, the Pole Rental Rate shall at all times be equal to \$18.48 per pole.
- 14.03 In the event of the termination of this Agreement in accordance with **Article 24** hereof, then the existing Pole Rental Rate and the billing and payment provisions as stipulated in **Article 16** hereof and the standards of construction and maintenance as stipulated in

Article 3 hereof, shall remain in force and effect and shall survive the termination of this Agreement until either:

- (a) a new agreement is reached between the parties; or
- (b) if no agreement is reached within 6 months of the date of termination of this Agreement, the Board of Commissioners of Public Utilities is asked and makes an order setting the Pole Rental Rate in accordance with the Public Utilities Act.

ARTICLE 15 - POLE COUNT

15.01 For the first year of the Term, the parties agree that the Pole Count shall be as follows:

- | | | |
|-----|---------------------|--------|
| (a) | January to March | 33,246 |
| (b) | April to June | 36,478 |
| (c) | July to September | 39,711 |
| (d) | October to December | 42,943 |

15.02 The Power Company shall adjust the Pole Count as the Licensee attaches its Facilities to new Poles or removes its Facilities from existing Poles.

15.03 For each calendar year of the Term, commencing with 2013, the Power Company shall provide to the Licensee by not later than the March 1 of each such calendar year, a reconciliation of the Pole Count as reported in the records of the Power Company as at December 31 of the preceding year (the "**Reconciliation**"). The Reconciliation shall include such detail and supporting documentation and information so as to enable the Licensee to verify the reconciling items therein. The Licensee shall be entitled to verify the Power Company's Pole Count and related data and information, and any such verification shall be at the Licensee's sole expense. The Licensee covenants to observe and maintain the confidentiality of all records and information of the Power Company and shall not remove any books or records or any form of copy thereof from the Power Company's place of business. In the event that the Licensee's verification process results in the identification of any discrepancy in the Pole Count, the Power Company shall make all adjustments and corrections to its records and the accounts between the parties resulting therefrom.

ARTICLE 16 - BILLINGS AND PAYMENT

16.01 In the year 2012, the Power Company shall issue quarterly invoices for the applicable Pole Rental Charges payable by the Licensee based on the Pole Count numbers set out in **Subsection 15.01**.

- 16.02 Commencing with the year 2013, and for each calendar year thereafter, for the balance of the Term, the Power Company shall issue to the Licensee an annual invoice for the applicable Pole Rental Charges payable by the Licensee, as determined in accordance with the other provisions of this Agreement, to be received by the Licensee not less than 30 days before the first day of the calendar year for which the same applies.
- 16.03 Subject to the other provisions of this Agreement, the Licensee shall make monthly payments to the Power Company equal to the monthly Pole Rental Charge or one-twelfth (1/12) of the annual Pole Rental Charge, as the case may be, as reflected in the invoices provided by the Power Company in accordance with **Subsection 16.01** hereof.
- 16.04 The Power Company shall provide to the Licensee a monthly statement of account, detailing all invoiced amounts, interest and carrying costs, and payments made by the Licensee, for the month in question.
- 16.05 Where a particular monthly payment is received by the Power Company more than 10 days after the due date thereof, as a result of a matter of being referred to mediation or arbitration, then the availability of any discount or the requirement to pay any interest or carrying costs shall be determined by such mediation or arbitration.

ARTICLE 17 - FAILURE TO PAY

- 17.01 Payment of monthly invoices and monthly instalments on annual invoices shall be due on the last day of each such month, unless such due date is extended in accordance with the other provisions of this Agreement. If the Licensee fails to pay such monthly amount on its due date, determined as aforesaid, then the Licensee shall pay interest on the overdue monthly amount(s), with interest to be equal to the then current Bank of Canada prime rate plus 5%, as adjusted from time to time, calculated and applied on a per day basis and compounded monthly. Interest charges, if any, on amounts which are disputed and resolved by mediation or arbitration, shall be determined by such mediation or arbitration.
- 17.02 Subject to the other provisions of this Agreement, the Power Company shall have the right to disconnect the electrical service it provides to the Facilities of the Licensee on the Poles, upon 10 days prior written notification to the Licensee, if any amount of principal and interest, of any monthly invoice or the monthly instalment on any annual invoice is outstanding for a continuous period of 6 months or more. Provided always that all payments made by the Licensee, including partial payments, must first be credited to the oldest portion of any outstanding account or invoice. Provided further that the Power Company shall not be entitled to exercise its right to disconnect electrical service as aforesaid with respect to any outstanding balance where the Licensee has given notice of its intention to have such dispute resolved by mediation or arbitration in accordance with this Agreement.

ARTICLE 18 - MODIFICATION OF SCHEDULES

- 18.01 It is recognized that at any time or from time to time during the Term of this Agreement, the parties hereto may, by mutual consent, desire to alter, amend, modify or vary the provisions of any or all of the Schedules attached hereto, or to substitute entirely new Schedules therefore or annex new or supplementary Schedules, or both, and in such event a new Schedule or Schedules giving effect to such agreed change, once signed by the authorized signing authorities of the Power Company and of the Licensee shall be deemed, from the date specified therein, to become effective for the purposes and to the extent contemplated therein.
- 18.02 Notwithstanding the provisions **Subsection 18.01**, the Power Company may, in its discretion, alter, amend, modify, vary or substitute at any time **Schedule 2** of this Agreement - Structural Values Table - utilizing and applying such principles or rates approved by the Board of Commissioners of Public Utilities, and following the signing thereof by the authorized signing authority of the Power Company, and not less than 15 days written notice having been given to the Licensee, it shall form part hereof, and shall, from the date specified therein, being not less than 15 days after written notice aforesaid, alter, amend, modify, vary or substitute such **Schedule 2** in the manner set forth or be and become a new Schedule hereto, as the case may be.

ARTICLE 19 - POLES EXCLUDED FROM AGREEMENT

- 19.01 This Agreement, without limiting the rights of the Power Company contained in **Article 4** of this Agreement, shall only apply to Poles carrying power circuits at or below 25 kv.

ARTICLE 20 - DEFAULT

- 20.01 If the Licensee fails to comply with any of the terms or conditions of this Agreement or shall default in any of its obligations under this Agreement and fails within 30 days after written notice from the Power Company to correct such default or non-compliance, the Power Company may, at its option, without thereby prejudicing or affecting any other remedy or recourse which it may have by means of the non-compliance or default forthwith, revoke its permission, granted pursuant to **Article 4** hereof, to the Licensee to place any further Facilities on the Poles.
- 20.02 If the Licensee shall default in the performance of any work which it is obligated to do under this Agreement and such default shall continue for 30 days after notice thereof in writing from the Power Company, the Power Company may elect to do such work on a temporary basis and the Licensee shall pay the Power Company the reasonable cost thereof, including any reasonable interest or carrying costs relating thereto.
- 20.03 Failure on the part of the Licensee to make payments under **Subsection 20.02** within 30 days after presentation of bills therefore shall, at the election of the Power Company, constitute a default hereunder and, notwithstanding the provisions of **Subsection 20.01** in

addition to any other remedy it may have, the Power Company may forthwith revoke its permission, granted under **Article 4** hereof, to the Licensee to place any further Facilities on Poles.

- 20.04 The Power Company shall have the right to terminate this Agreement forthwith if the Facilities are maintained or used in any material violation of any law or in aid of any substantial and material unlawful act or undertaking and the Licensee shall immediately remove all its Facilities from the Poles.

ARTICLE 21 - COMMUNICATIONS

- 21.01 Except where specifically provided otherwise in this Agreement any notice, request, demand, approval, application or similar communication given pursuant to this Agreement, shall be in writing and signed by the authorized signing authority of the party giving such communication and shall be addressed to the authorized signing authority for the other party.
- 21.02 The authorized signing authorities for the Power Company and for the Licensee shall be as outlined in **Schedule 3**.
- 21.03 All notices, requests, demands, approvals or similar communications hereunder may be given by registered mail, telex, telecopier or by personal delivery addressed to the authorized signing authority for the respective parties at their addresses set out below.

Newfoundland Power
P.O. Box 8910
St. John's, NF A1B 3P6

Rogers Communications Partnership
333 Bloor Street East, 9th Floor
Toronto, Ontario M4W 1G9
Attention: SVP, Regulatory
Facsimile: (416) 935-4655

With a copy to:

Rogers Communications Partnership
333 Bloor Street East, 9th Floor
Toronto, Ontario M4W 1G9
Attention: SVP & General Counsel
Facsimile: (416) 935-3548

Or to such other addresses as may be designated by any party to the other. Any communication delivered by registered mail shall be deemed to have been received on the 5th business day after the date of mailing thereof, unless returned undelivered or

unclaimed, and any communication delivered by telex, telecopier or personal delivery shall be deemed to be received on the date of actual delivery.

ARTICLE 22 - DISPUTE RESOLUTION

22.01 Mediation

Any dispute which shall arise between the Power Company and the Licensee concerning the construction or application of this Agreement, or the rights, duties or obligations of any party to this Agreement, shall be subject to the following dispute resolution procedure:

- (a) Either party (the “**Initiating Party**”) may invoke the dispute resolution procedure by sending a written notice to the other party (the “**Respondent Party**”) describing the nature of the dispute and designating a senior officer of the Initiating Party with appropriate authority to be its representative in negotiations relating to the dispute. The Responding Party shall, within 5 business days of receipt of such notice, send a written notice to the Initiating Party, designating a senior officer of the Responding Party with appropriate authority to be its representative in negotiations relating to the dispute.
- (b) Within 10 business days of the receipt by the Initiating Party of the written notice of the Responding Party, the senior officers of each party shall enter into good faith negotiations with a view to resolving the dispute. If the dispute is not resolved within 30 days of the commencement of such negotiations, or such longer period as may be agreed upon, either party may, by written notice to the other party, require that the parties be assisted in their negotiations by a mediator. The mediator shall be acceptable to both parties and have knowledge and experience in the particular matter under dispute, or professional qualifications or experience in alternative dispute resolution, or both. The parties shall thereafter participate in mediation with the mediator through such process as the mediator, in consultation with the parties, may determine.
- (c) None of the parties shall be deemed to be in default of any matter being mediated until such date as the mediation concludes.

22.02 Arbitration

Any dispute which is not resolved through mediation pursuant to **Subsection 22.01** shall be referred to arbitration in accordance with the following procedures:

- (a) Upon the written demand of either of the parties, the dispute shall be referred to arbitration in accordance with the provisions of the *Arbitration Act* (Newfoundland) and shall be submitted to the Board of Commissioners of Public Utilities as now hereafter constituted under the Public Utilities Act.

- (b) In the event that the Board of Commissioners of Public Utilities refuses or is unable to act as an arbitrator then, upon the written demand of either of the parties, the parties shall meet and attempt to appoint a single arbitrator. If they are unable to agree on a single arbitrator, upon written demand of either of them and within 10 days after such demand, the person making the demand shall name one arbitrator and the other party shall name another arbitrator and the two arbitrators so named shall promptly thereafter name a third. If either the person making the demand or the other party shall fail to name an arbitrator within 10 days after such demand, then the second arbitrator shall be appointed by any Justice of the Supreme Court of Newfoundland and Labrador. If the two arbitrators shall fail within 10 days from their appointment to agree upon and appoint a third arbitrator, then upon written application by any of the parties concerned, such third arbitrator shall be appointed by any Justice of the Supreme Court of Newfoundland and Labrador.
- (c) The arbitrator or panel of arbitrators selected to act hereunder shall be qualified by education and training to pass upon the particular question in dispute.
- (d) The single arbitrator or panel of arbitrators so chosen shall proceed immediately to hear and determine the matter or matters in dispute. The decision of the panel of arbitrators, or a majority of them, shall be made within 45 days after the appointment of the third arbitrator, subject to any reasonable delay due to unforeseen circumstances. Notwithstanding the foregoing, if the single arbitrator fails to make a decision within 60 days after his or her appointment, or if the panel of arbitrators or the majority of them fail to make a decision within 60 days after the appointment of the third arbitrator, then any of the parties concerned may elect to have a single arbitrator or arbitrators chosen in like manner as if none had previously been selected.
- (e) The decision of the single arbitrator or the decision of the panel of arbitrators, or a majority of them, shall be in writing and signed by the single arbitrator or by the panel of arbitrators, or a majority of them, and shall be final and binding upon all of the parties hereto as to any matter or matters so submitted to arbitration and the parties shall observe and implement the terms and conditions thereof.
- (f) The compensation and expenses of the single arbitrator or panel of arbitrators (unless otherwise determined by the arbitrator(s)) shall be paid by both parties equally.

ARTICLE 23 - TERM OF AGREEMENT

- 23.01 Subject to **Article 20** and **Subsection 24.02** hereof, this Agreement shall continue in force until the expiry of the Original Term and cannot be terminated during the Original Term.
- 23.02 Unless terminated pursuant to **Articles 20** or **24** hereof, this Agreement shall continue in force for the Subsequent Terms.
- 23.03 Time is of the essence in respect of the Termination Notice and if the Termination Notice is given by either party less than 60 days before the expiry of the Original Term or any Subsequent Term, as the case may be, the Agreement shall continue in force for the following Subsequent Term, but not beyond, unless agreed to, in writing, by both parties.

ARTICLE 24 - EVENTS OF TERMINATION

- 24.01 Either party may terminate this Agreement by way of Termination Notice.
- 24.02 Subject always to **Article 20** hereof, either party shall have the right to terminate this Agreement and the rights granted hereunder without prejudice to the enforcement of any other legal right or remedy, immediately upon giving written notice of such termination to the other party if the defaulting party is in default hereunder and has not cured any such default within any grace or cure period provided for in this Agreement.

ARTICLE 25 - SUCCESSION

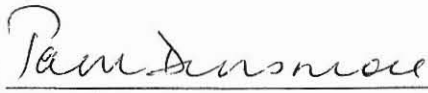
- 25.01 This Agreement shall be binding upon and for the benefit of the parties hereto and their respective successors and assigns.

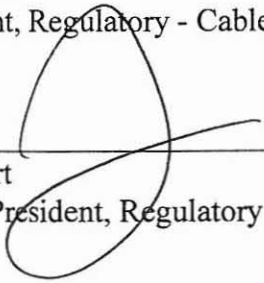
IN WITNESS WHEREOF the parties have executed this Agreement.

WITNESS:

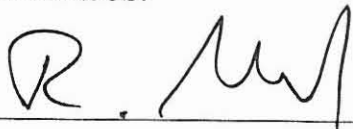


ROGERS COMMUNICATIONS
PARTNERSHIP


by: 
Pam Dinsmore
Vice President, Regulatory - Cable

by: 
Ken Engelhart
Senior Vice President, Regulatory

WITNESS:



NEWFOUNDLAND POWER INC.

by: 

by: 

SCHEDULE 1
STANDARDS OF CONSTRUCTION AND MAINTENANCE

All future construction and attachments of Facilities to Poles covered by this Agreement shall, as a minimum, at all times meet the provisions of CSA Standard No. C22.3 No. 1 - 10 or the governing law where such law exceeds the minimum provisions of CSA STANDARD No. C22.3 No. 1 - 10.

When the Licensee attaches its strand or messenger to Poles owned by the Power Company the strand or messenger shall be placed within the Communications Space and the placement shall be in accordance with the following order of preference:

1. Above any existing communications cable, and on the same side of the Pole as any existing communications cable.
2. Below any existing communications cable, and on the same side of the Pole as an existing communications cable.
3. On an offset bracket on the same side of the Pole as any existing communications cable.
4. On the opposite side of the Pole from any existing communications cable.

This order of preference is not meant to preclude the Licensee overlashing its Facilities to other communications cable or strand already existing on the Pole, where applicable.

SCHEDULE 2
STRUCTURAL VALUES TABLE

Pole Age	Percent Condition	Pole Age	Percent Condition
0	100.000%	27	35.675%
1	96.471%	28	34.036%
2	93.296%	29	32.452%
3	90.286%	30	30.923%
4	87.428%	31	29.447%
5	84.618%	32	28.025%
6	81.873%	33	26.634%
7	79.188%	34	25.328%
8	76.559%	35	24.047%
9	73.979%	36	22.808%
10	71.449%	37	21.607%
11	68.966%	38	20.441%
12	66.528%	39	19.307%
13	64.129%	40	18.204%
14	61.789%	41	17.132%
15	59.487%	42	16.088%
16	57.230%	43	15.073%
17	55.020%	44	14.083%
18	52.858%	45	13.117%
19	50.472%	46	12.171%
20	48.676%	47	11.357%
21	46.660%	48	10.651%
22	44.866%	49	9.961%
23	42.783%	50	9.284%
24	40.924%	51	8.623%
25	39.119%	52	7.978%
26	37.369%		

The percent condition shall be applied to the original cost of any such Pole.

The cost of any such Pole for purposes of **Subsection 13.04** shall be the original cost of any such Pole depreciated by the percent condition.

SCHEDULE 3
AUTHORIZED SIGNING AUTHORITIES

Transactions listed below require the signing authorities as shows:

TRANSACTION	POWER COMPANY	LICENSEE
Agreement Approval	President	Any two Vice Presidents
Amendment of	Vice-President	Any two Vice Presidents
Amendment of Schedules	Director, Reg. Services	Authorized Signing Officer or Appointee
Notice of Default	President	Authorized Signing Officer
Termination of Agreement	President	Any two Vice Presidents

Transactions not specifically listed above may be approved by the signature of a single officer of the Power Company and a single officer of the Licensee.

Administration Practices

SCHEDULE "A"

Administration Practices

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SECTION 1 - GENERAL

1.01 Introduction

These Administrative Practices form part of the Joint Use Agreement and contain policies, price schedules, forms, procedures and specifications essential to the detailed administration and operation of the Agreement. The success of the Agreement 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 Agreement, co-ordinates its work to meet the time schedules outlined and gives work on Support Structures a high priority.

1.02 Circuit Limitations

These Administrative 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.

1.03 Transmission Line Poles

Attachment to Transmission Line Poles by Bell Aliant shall be considered by Newfoundland Power on a case-by-case basis. In the event that permission to Attach is granted, Newfoundland Power shall provide the necessary conditions and pricing, in writing, to Bell Aliant.

1.04 Voltage Conversion Co-ordination

Newfoundland Power shall give Bell 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 Support Structures

For safety of personnel and security of service, a Party which proposes to perform work (as outlined below) on Support Structures shall notify the other Party before commencing such work. When personnel of Bell Aliant are erecting Support Structures or Line Clearing along existing Pole Lines carrying Newfoundland Power circuits energized at voltages above 750 volts to ground, Bell Aliant personnel shall make a request to provide worker protection for outside party to local Newfoundland Power personnel. Furthermore, before work begins on erecting Support Structures, along an existing Pole Line, carrying Newfoundland Power circuits energized at voltages above 750 volts to ground, Newfoundland Power personnel will obtain permission from the Newfoundland Power system control centre. On behalf of Bell Aliant's authorized representative, Newfoundland Power's representative shall obtain a protection guarantee and have a tag placed on the feeder where practical, within three (3) Business Days. When work is finished for the day, Bell Aliant's authorized representative shall notify Newfoundland Power personnel to have this protection guarantee released and the tag removed. The costs for having a protection guarantee established and released shall be as agreed between the Parties and borne by Bell Aliant. Personnel working in proximity to energized Newfoundland Power circuits shall be qualified as determined by federal, provincial and Newfoundland Power requirements.

1.06 Information Respecting Electrical Faults

- (a) Where Bell Aliant encounters difficulties which may be attributable to an electrical fault, it may request a written report listing the electrical faults recorded by Newfoundland Power, and Newfoundland Power shall make every reasonable effort to provide a written listing to Bell Aliant within five (5) Business Days following the request.
- (b) Where an electrical fault occurs for any reason during the placement of Support Structures by Bell Aliant into energized circuits owned by Newfoundland Power, Bell Aliant's authorized representative shall immediately cease work and notify Newfoundland Power's system control centre. If the feeder trips for any reason whatsoever, it shall not be re-energized until assurance is received from Bell Aliant's authorized representative that all workmen are clear and the Pole Line may be re-energized. Where a trip is due to an electrical fault caused by Bell Aliant, Newfoundland Power will require a verbal report followed by a written report of the incident. This written report shall be submitted not more than five (5) Business Days following the request.

1.07 Procedure for Temporary Insulator

The following outlines the Parties' responsibilities for a temporary insulator used to prevent an energized conductor from contacting a Pole:

Bell Aliant shall:

- (a) give notice to the Newfoundland Power area office three (3) Business Days in advance of any Support Structure installation in energized lines;
- (b) reimburse Newfoundland Power for its temporary insulator and inspection costs as agreed between the Parties;
- (c) retrieve Bell Aliant cover-up and Pole guards from Newfoundland Power premises; and
- (d) Replace at its own expense, burnt Poles which occurred before Newfoundland Power inspections.

Newfoundland Power shall:

- (a) inspect the Support Structures to determine if a temporary insulator is required. This inspection shall take place no later than the next Business Day after the Support Structures are installed;
- (b) install a temporary insulator on the Pole;

- (c) transport Bell Aliant's cover-up and Pole guards to Newfoundland Power's premises; and
- (d) Replace at its own expense, burnt Poles which occurred after Newfoundland Power inspections.

SECTION 2 - JOINT USE COMMITTEES

2.01 Joint Use Administration Committee

The Parties shall establish and maintain a liaison committee to be known as the Joint Use Administration Committee. Each of the Parties shall appoint two (2) members, and the Joint Use Administration Committee shall:

- (a) promote and co-ordinate the planning, design, installation and maintenance of Support Structures;
- (b) administer the terms and conditions of the Agreement;
- (c) promote and co-ordinate the planning, design, acquisition and maintenance of Property Rights;
- (d) co-operate in the planning, design and management of the appropriate use of the Communication Space and Power Space;
- (e) consider all matters respecting Joint Use and negotiate transactions respecting the institution, continuance or discontinuance of the Joint Use of particular Poles;
- (f) negotiate all questions and problems which come under dispute regarding Joint Use;
- (g) initiate such studies, audits, surveys, samples and other activities as may be necessary to formulate, revise and amend the Administrative Practices;
- (h) initiate annual reviews and modifications, as required, of the Administrative Practices for the construction, management, preservation and use of Support Structures and payments to be made in respect of the same;
- (i) oversee the Joint Use Working Committee to act as a task force as required; and
- (j) evaluate and make decisions upon any changes to the construction standards as requested by either Party within a six (6) month time period.

2.02 Joint Use Working Committee

The Joint Use Administration Committee shall establish and maintain a liaison committee to be known as the Joint Use Working Committee. Each of the Parties shall appoint members as required, and the Joint Use Working Committee shall:

- (a) oversee the day to day activity associated with the Joint Use of Support Structures;
- (b) co-ordinate planning for Joint Use;
- (c) ensure compliance with the timelines specified in the Administrative Practices; and
- (d) undertake tasks assigned by the Joint Use Administration Committee and report back with the timelines specified by the Joint Use Administration Committee.

In performing these duties, the Joint Use Working Committee shall resolve any differences between the members of the Committee within three (3) months or such lesser time as the Joint Use Administrative Committee may require, failing which the matter shall be referred to the Joint Use Administration Committee.

2.03 Frequency of Meetings

Meetings of the Joint Use Administration Committee shall be convened annually; however, any member may at any time request such a meeting on short notice and without formality.

Unless otherwise requested by the Joint Use Administration Committee, meetings of the Joint Use Working Committee shall be convened at least four (4) times a year; however, any member may at any time request a meeting on short notice and without formality.

2.04 Decisions

No decision or recommendation shall be made by the Joint Use Administration Committee unless there is unanimous agreement by all members of the Joint Use Administration Committee.

SECTION 3 - PLANNING & CO-ORDINATION

3.01 Identification and Planning of Support Structures

Each Party is responsible for planning its own Support Structures; however, the Parties shall identify and co-ordinate planning for proposed Support Structures, including Line Clearing anticipated within a three (3) year planning period, at the scheduled Joint Use Working Committee meetings. Both Parties recognize that it will not be possible to identify and document all Support Structures to be constructed. However, as such Support Structures are identified by a Party, it shall immediately notify the other Party in writing and the Parties shall co-ordinate planning for Joint Use.

3.02 Mixed Ownership

Both Parties recognize that one Party's ownership of a Pole Line is preferable to mixed ownership where such sole ownership is a practical alternative to mixed ownership.

3.03 Joint Ownership Ratio

The identification and coordination of proposed Support Structures shall be undertaken in accordance with the requirement to maintain the Joint Ownership Ratio, and for that purpose, the planning process shall include a consideration of Subsection 14.02 – Maintaining Joint Ownership Ratio.

SECTION 4 - SUPPORT STRUCTURES WORK REQUEST FORM (“SSWR”)

4.01 General

The purposes of the support structures work request form (the “SSWR”) shall include:

- (a) for an Owner to request a Tenant to make changes to its Attachments on the Owner’s Support Structures; and
- (b) for a Tenant to request an engineering assessment related to changes that it is proposing to make to its Attachments on the Owner’s Support Structures.

The format and content of the SSWR shall be mutually agreed to between the Parties and may be updated as required with agreement of both Parties.

Copies of the approved SSWR shall be retained for the purpose of verification should disputes occur related to Pole placement activities.

4.02 Initial Contact

Except as provided in Subsection 4.03, the Party requesting any of the following shall provide a SSWR to the other Party where it:

- (a) wishes to place Attachments on a Pole belonging to the other Party;
- (b) wishes to upgrade existing Attachments on a Support Structure;
- (c) Replaces or relocates a Support Structure and it is necessary for the other Party to Replace, Transfer or Rearrange its Attachments;
- (d) requires the installation of an additional Support Structure;

- (e) requires approval for the Tenant to grant rights or privileges to any Others per ARTICLE IX – PARTIES’ RIGHTS WITH RESPECT TO OTHERS; or
- (f) decides to remove its Attachments from a Support Structure.

Prior to providing a SSWR, the Party initiating the request may require consultation with the other Party in order to gain agreement on certain aspects of the work to be requested such as whether new support structures will be built to Joint Use standards, or identifying where existing Support Structures need to be brought into conformity with SECTION 18 – CONSTRUCTION PRACTICES before further attachment, or, such other aspects for which agreement must be obtained per these Administration Practices.

In case of emergency, oral notification may be given but must be subsequently confirmed by a SSWR that requires the other Party to do work.

Each Party shall notify the other Party using the SSWR immediately when it becomes aware of unapproved attachments.

4.03 Exception to Procedure

The procedures in this Section 4 shall not be required for additional attachments or upgraded attachments on a Support Structure that would not significantly increase the loading on the Support Structure such as service drops, secondary runs, street lights, transformer changes, etc. provided adequate space is available as provided in SECTION 18 - CONSTRUCTION PRACTICES.

4.04 Processing of SSWR Form

SSWR’s sent between Parties shall be processed as stipulated in Table 4.01. The approved SSWR shall then constitute a Permit giving that Party the right to use the space for Attachments (or attachments, as the case may be) of the character specified in the SSWR.

Table 4.01 Return of Applications		
Scope of Project	Location	Time for Return of SSWR
1 to 10 Pole Attachments	Urban Centre	3 Business Days
11 to 50 Pole Attachments	Urban Centre	5 Business Days
1 to 10 Pole Attachments	Rural Centre	5 Business Days
11 to 50 Pole Attachments	Rural Centre	10 Business Days
Greater than 50 Pole Attachments	Rural or Urban Centre	15 Business Days

4.05 Guidelines for Completion of SSWR

Notwithstanding Section 5.02, Table 4.02 shall be used as a guideline for completion of Support Structures work requested by either Party. The time frame stipulated is from initial notification by a representative of either Party using the SSWR to notification by the other Party of project completion of the work contemplated using the SSWR. If make ready work is required, add two (2) Business Days to the time frames stipulated in the Table 4.02.

Table 4.02(a)(i) Guideline for Support Structure Installations	
Scope of Project	Time for Completion
Service Poles	5 Business Days
1 - 10 Poles	15 Business Days
11 - 20 Poles	20 Business Days
21 - 50 Poles	25 Business Days
51 - 100 Poles	40 Business Days
101 – 200 Poles	60 Business Days
Greater than 200 Poles	80 Business Days

Table 4.02(a)(ii) Guideline for Make-Ready Work	
Scope of Project	Time for Completion
1 - 3 Poles	5 Business Days
4 - 10 Poles	10 Business Days
11 - 20 Poles	15 Business Days
21 - 50 Poles	20 Business Days
100 Poles	25 Business Days
Greater than 100 Poles	To be negotiated

4.06 Compliance with Timelines

Each of the Parties acknowledges that compliance by the other Party with the timelines specified in these Administrative Practices is important to its operations and, to that end, the Parties agree to use commercially reasonable efforts to meet the timelines provided. If the specified time cannot be met, the Party who is unable to meet the time shall notify the other Party of the delay and the expected time in which the contemplated work can be completed. If the work is not completed within the expected time provided, the matter shall be referred to the Joint Use Working Committee for resolution.

From time to time, work arises that must be expedited outside of the normal guidelines as provided in this Section 4. In such cases, the Parties commit to make commercial reasonable efforts to fulfill the service obligation in question.

SECTION 5 - ESTABLISHING JOINT USE OF NEW SUPPORT STRUCTURES

5.01 Application of this Section

This Section 5 applies to the establishment of Joint Use of new Support Structures.

5.02 Co-ordination and Ownership

The construction of new Support Structures shall be coordinated between the Parties to reach agreement concerning ownership, 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 in new locations, e.g. highway alteration; and
- (d) additional Support Structures for crossovers, guying, providing service, or as may be required by the Parties.

5.03 Construction of Support Structures

- (a) The Owner shall design the Support Structures, obtain Property Rights as provided in SECTION 13 - PROPERTY RIGHTS, construct the Support Structures, survey and stake in the field, obtain all necessary permits and consents (except in relation to permits and consents that may be particular to the Tenant's Governing Body) and do the necessary Line Clearing to make the Support Structures suitable for Joint Use as provided in SECTION 18 - CONSTRUCTION PRACTICES. The Owner 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. Should subsequent Anchors be required that are not identified to the Owner before the Pole is placed, the Party requiring the Anchors shall be responsible for the placement of such Anchors and shall bear the associated costs. The Owner shall also supply and install Guy wires, Guy guards and ground wire and ground wire molding at the Owner's expense; should subsequent Guy wires, Guy guards, ground wire or ground wire molding be required that has not been identified to the Owner before the Pole is placed, the Party requiring the same shall be responsible for the placement of so much of the same as it requires and the associated cost.

- (b) Should either of the Parties contract out engineering/design work, the Party so contracting out shall approve the engineering/design work under the direction of a professional engineer.

5.04 Future Support Structures

When Support Structures are being placed, a SSWR shall be initiated and passed between the Parties. Once the Support Structures are installed, the Support Structures shall be considered to be Joint Use unless otherwise agreed to by the Parties.

SECTION 6 - ESTABLISHING JOINT USE OF EXISTING SUPPORT STRUCTURES

6.01 Application of this Section

This Section 6 applies to the establishment of Joint Use of existing non-Joint Use Poles of a Party.

6.02 Modifications to be Made Prior to Attaching

Existing Support Structures shall be brought into conformity with SECTION 18 - CONSTRUCTION PRACTICES, before any Attachments requiring a SSWR are placed by the Tenant.

6.03 Replacement of Support Structures

Where there is Replacement of Support Structures, the Party undertaking the Replacement 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 18 - CONSTRUCTION PRACTICES.

6.04 Avoiding Mixed Ownership

To avoid mixed ownership, where Poles are not suitable as provided in SECTION 18 - CONSTRUCTION PRACTICES for Joint Use and where individual Pole Replacements are involved, the Owner shall Replace the Pole. The costs involved in Transferring, Rearranging or removing the Attachments of the Owner shall be paid by the Tenant as provided in SECTION 8 - TRANSFER COSTS, and the Tenant shall also pay to the Owner the Sacrificed Value for each Pole Replaced by the Owner for which the Tenant is required by SECTION 8 - TRANSFER COSTS to pay Transfer costs.

6.05 Owner Undertakes Replacement of Support Structures

Where Support Structures are not suitable, as provided in SECTION 18 – CONSTRUCTION PRACTICES, for the proposed Tenant's Attachments, the Owner shall Replace the Support Structures. Support Structures are not required to be Replaced if the proposed Tenant's

Attachments do not significantly increase the loading on the Support Structure such as service drops, secondary runs, street lights, transformer changes, etc. and provided adequate space is available as provided in the Construction Practices. The costs involved in Transferring, Rearranging, or removing the Attachments of the Parties shall be paid by the Tenant as provided in SECTION 8 - TRANSFER COSTS. The Tenant shall pay to the Owner the Sacrificed Value for each Support Structure Replaced by the Owner which the Tenant is required by Section 8 - TRANSFER COSTS to pay Transfer costs.

6.06 Tenant Adds Attachments

Where the Tenant adds Attachments to existing Support Structures, the Tenant shall be responsible for:

- (a) all necessary Line Clearing required to place the Attachments. At the request of the Tenant, the Owner may carry out the required Line Clearing and the Tenant shall bear the cost; and
- (b) all necessary Transfer or Rearrangements costs of the Owner to Rearrange Attachments to make the Support Structures suitable for Joint Use.

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

7.01 Application of this Section

This Section 7 applies to additions and changes to existing Support Structures or Attachments.

7.02 Modifications to be Made Prior to Additional Joint Use

Existing Support Structures shall be brought into conformity with SECTION 18 CONSTRUCTION PRACTICES, before any additional Attachments requiring a SSWR are made.

7.03 Replacement of Support Structures

Where there is Replacement of Support Structures, the Party undertaking the Replacement 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 18 – CONSTRUCTION PRACTICES.

7.04 Avoiding Mixed Ownership

To avoid mixed ownership, where Poles are not suitable as provided in SECTION 18 - CONSTRUCTION PRACTICES for Joint Use and where individual Pole Replacements are involved, the Owner shall Replace the Pole. The costs involved in Transferring, Rearranging or

removing the Attachments of the Owner shall be paid by the Tenant as provided in SECTION 8 - TRANSFER COSTS, and the Tenant shall also pay to the Owner the Sacrificed Value for each Pole Replaced by the Owner for which the Tenant is required by SECTION 8 - TRANSFER COSTS to pay Transfer costs.

7.05 Owner Undertakes Replacement of Support Structures

Where Support Structures are not suitable, as provided in SECTION 18 – CONSTRUCTION PRACTICES, for the proposed additional Attachments, the Owner shall Replace the Support Structures. Support Structures are not required to be Replaced if the proposed Tenant's Attachments do not significantly increase the loading on the Support Structure such as service drops, secondary runs, street lights, transformer changes, etc. and provided adequate space is available as provided in SECTION 18 - CONSTRUCTION PRACTICES. The costs involved in Transferring, Rearranging or removing the Attachments of the Parties shall be paid as provided in SECTION 8 - TRANSFER COSTS. The Tenant shall pay to the Owner the Sacrificed Value for each Support Structure Replaced for which the Tenant is required by SECTION 8 - TRANSFER COSTS to pay Transfer costs.

7.06 Replacement of Substandard Support Structures for Additional Attachments

- (a) Substandard Support Structures in service prior to the Effective Date shall be Replaced by the Owner before additional Attachments requiring a SSWR, pursuant to SECTION 4 - SUPPORT STRUCTURES WORK REQUEST FORM, are placed on those Support Structures and each Party shall bear its own Transfer Costs as per Section 8.
- (b) Substandard Support Structures placed after the Effective Date shall be Replaced by the Owner before additional Attachments requiring a Permit are placed on those Support Structures, and the Transfer costs of both Parties shall be paid by the Owner.
- (c) In cases where it can be established that Newfoundland Power installed a transformer subsequent to the attachment of the initial communication cable and after the Effective Date, which changes the spacing on the Pole and makes the Pole Substandard, Newfoundland Power shall pay the Transfer costs of both Parties and if it is a Bell Aliant owned Pole, pay the Sacrificed Value to Bell Aliant.

7.07 Replacement of Damaged Support Structures or Support Structures at the End of their Useful Life

Where a Support Structure 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, the Owner 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 Specific Support Structures

Where a Support Structure carrying Attachments such as load coils, repeaters, cross boxes, air dryers, underground connections, etc., or at such locations as intersections, is to be Replaced, the new Support Structure should be placed in the same hole which the Replaced Support Structure occupied. However, if this is not possible, the Support Structure shall be placed in a location which will satisfactorily accommodate the Attachments of both Parties. In specific situations, it may be necessary for the Parties to co-ordinate so as to ensure that the new Support Structure is placed in a mutually acceptable location to minimize the cost to both Parties. The costs involved in Transferring, Rearranging or removing the Attachments of the Parties shall be paid as provided in SECTION 8 - TRANSFER COSTS.

7.09 Emergency Pole Replacement

Each party shall maintain sufficient resources to be able to respond to the need to Replace Poles to maintain or restore service during emergencies when immediate attention is required.

7.10 Transferring and Rearranging Attachments

Where it is necessary to Replace, Transfer or Rearrange Attachments due to the Replacement or relocation of a Support Structure, the Owner or Tenant, before making such change, shall issue a SSWR. In emergencies, oral notice may be given and subsequently confirmed in writing. Upon receipt of the SSWR, the Owner or Tenant shall 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; or
- (b) 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 Tenant Adds, Replaces, Transfers, Changes or Rearranges Attachments

Where the Tenant adds, Replaces, Transfers or Rearranges Attachments to existing Support Structures, the Tenant shall be responsible for all necessary Line Clearing required to add, Replace, Transfer or Rearrange the Attachments. At the request of the Tenant, the Owner may carry out the required Line Clearing and the Tenant shall bear the cost.

7.12 Requirements of Governing Bodies or Property Owners

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 on that Support Structure, the Owner shall notify the Tenant of such requirement without delay and of the date on which the required work is to be done. The work shall be carried out by the Parties as provided in Section 7.11. Each Party shall

bear its own costs except that where the Governing Body or property owner is to bear all or part of the cost of the work, the Owner and the Tenant shall each make its own separate arrangements with the Governing Body or property owner for the billing and collection of costs which are payable by the Governing Body or property owner. Failure of either Party to complete arrangements with the Governing Body or property owner shall not interfere with or hinder the right of the Owner to remove or relocate all of its Support Structures and Transfer or Rearrange Attachments.

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 Appendix E. 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 elsewhere in these Administrative Practices, where a Support Structure 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 Support Structure 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 Support Structure, which upgrade would have required the Replacement of the Support Structure in any event, each Party shall bear its own Transfer costs associated with that Support Structure.
- (c) For purposes of Sub-Section 8.02(b), the Replacement of a Pole which cannot accommodate a transformer with a longer Pole which can accommodate a transformer shall be considered an upgrade of service capability.

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 X - LIABILITIES & DAMAGES, each Party shall bear the cost of Transferring its own Attachments.

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.

8.05 Transfer of Attachments due to Requirements of Others

Where the Transfer, Rearrangement or removal is to accommodate the attachments of Others, the Owner and the Tenant shall each make its own separate arrangements with the Others for the billing and collection of costs which are payable by the Others.

SECTION 9 – NEWFOUNDLAND POWERS CONTROL CABLES IN THE COMMUNICATION SPACE

9.01 Application of this Section

This Section 9 applies to the planning and establishment and changing of Joint Use in circumstances involving Control Cables which are attached in the Communication Space. The other provisions of the Agreement apply to circumstances involving Control Cables which are not expressly addressed in this Section 9. This Section 9 is not intended to limit Newfoundland Power's right to attach Control Cables on Support Structures in the Power Space.

9.02 Control Cables on Non-Joint Use Poles

Where a Control Cable is attached to a Pole owned by Newfoundland Power to which Bell Aliant proposes to make Attachments, Bell Aliant may relocate the Control Cable for the purposes of maximizing the Communication Space. The cost of Rearranging the Control Cable shall be borne by Bell Aliant.

9.03 Control Cables on Existing Support Structures

Newfoundland Power may attach a Control Cable to an existing Support Structure where the Communication Space can accommodate the Control Cable. Bell Aliant shall determine the position of the proposed Control Cable within the Communication Space and any additional conditions that may be required. Where Rearrangement of Bell Aliant's Attachments are required to attach a Control Cable to a Support Structure, the cost of such Rearrangement shall be borne by Newfoundland Power.

9.04 Establishing Joint Use of New Support Structures

Where Newfoundland Power plans to attach a Control Cable on Support Structures, the Support Structures shall be designed and constructed to accommodate the attachment of the Control Cable within the Communication Space. Bell Aliant shall determine the position of the proposed Control Cable within the Communication Space and any additional conditions that may be required. Newfoundland Power shall notify Bell Aliant of its plan to attach a Control Cable via the Support Structures Work Request Form.

9.05 Revenue Generated from Control Cable

Where Newfoundland Power receives revenue from Control Cables attached in the Communication Space on Support Structures, other than revenue from electrical rates, Newfoundland Power shall pay to Bell Aliant an attachment rate equal to the attachment rate paid by Others for each such Support Structure to which the Control Cable is attached.

SECTION 10 - MAINTENANCE OF SUPPORT STRUCTURES AND ATTACHMENTS

10.01 Maintenance of Support Structures

The Owner shall install and maintain its Support Structures and Attachments in a safe and serviceable condition in accordance with SECTION 18, SECTION 19 and SECTION 20.

Except as otherwise provided in these Administrative Practices, the cost of installing, maintaining and Replacing Support Structures shall be borne by the Owner. Each Party shall bear the cost of Transferring, Rearranging or removing its Attachments in accordance with SECTION 8, Transfer Costs.

10.02 Maintenance of Property Rights

Any Line Clearing necessary to maintain clearance requirements of both Parties on existing Pole Lines shall be the responsibility of the Owner of the Pole Line. This does not include any Line Clearing that may be required by either Party to access Pole Lines for routine installation and maintenance of Attachments.

10.03 Vegetation Management

An annual proactive vegetation management program will be carried out as agreed to by the Joint Use Working Committee. Both parties shall ensure that their requirements for vegetation management are identified early enough in any year to be included in the following years planned program. Vegetation management costs shall be borne by the Owner. The Owner will respond to requests for tree trimming or clearing around its Pole Lines and will bear the associated costs.

SECTION 11 - TERMINATION OF JOINT USE

11.01 Termination of Joint Use by Owner

This section does not cover the termination of Joint Use of all or substantially all of the Owner's Support Structures.

- (a) Where the Owner desires, at any time, to discontinue the Joint Use of a Support Structure, it shall give to the Tenant a SSWR which shall specify the location of the Support Structure in question.
- (b) The Owner shall give notice in writing to the Tenant at least three hundred and sixty-five (365) days prior to the date on which it intends to remove its Attachments, and the Tenant shall have the right, prior to the expiration of the notice, to purchase the Support Structure at its Structural Value as provided in SECTION 16 - PRICE SCHEDULES.
- (c) Where the Tenant desires to purchase the Support Structure, it shall notify the Owner in writing to that effect within ninety (90) days of receiving the written notice from the Owner. A bill of sale to cover the transfer of ownership of the Support Structure shall be prepared and executed.
- (d) Where, at the expiration of the three hundred and sixty-five (365) day period, the Owner has removed its Attachments from the Support Structure but the Tenant has not removed all of its Attachments or purchased the Support Structure, the matter shall be forwarded to the Joint Use Administration Committee for resolution.

11.02 Termination of Joint Use by the Tenant

Where the Tenant desires, at any time, to discontinue the Joint Use of a Support Structure, it shall give to the Owner a SSWR which shall specify the location of the Support Structure in question and the Tenant shall remove from the Support Structure any and all of its Attachments. Upon being satisfied that all Attachments of the Tenant have been removed from the Support Structure, the Owner shall indicate acceptance by signing the SSWR and shall return a copy to the Tenant.

SECTION 12 - HIERARCHY OF SIGNING AUTHORITY

12.01 Transaction Approvals

Transactions listed below require the signing authorities as shown:

Transaction	Newfoundland Power	Bell Aliant
Agreement Approval	President	President
Amendment of this Agreement Including the Administrative Practices	Vice President	Senior Vice President or higher
Amendment of Construction Practices	Joint Use Administration Committee	Joint Use Administration Committee
Amendment of Maintenance Practices	Joint Use Administration Committee	Joint Use Administration Committee
Amendment of Appendices (excluding Appendix B)	Joint Use Administration Committee	Joint Use Administrative Committee
Notice of Default on Agreement	Vice President	Senior Vice President or higher
Defaults under 11.02	Joint Use Administration Committee	Joint Use Administration Committee
Defaults under 11.03 (a)	Authorized Representative	Authorized Representative
Termination of Agreement	President	President

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

12.02 Change of Authorities

By written notice under this Agreement, either Party may change their own signing authorities as provided in Section 12.01.

SECTION 13 - PROPERTY RIGHTS

13.01 Tenant Property Rights

Where existing Poles are to be brought under Joint Use, the Tenant shall be responsible for obtaining such Property Rights as it may require at its own cost.

13.02 Joint Property Rights

Where new Joint Use Poles are proposed, the Owner shall obtain joint Property Rights. When the Parties mutually agree, the Tenant may obtain the joint Property Rights at the expense of the Owner. Neither Party warrants that any joint Property Right obtained by them is valid or sufficient for the other Party's purpose.

Where the Owner, using commercially reasonable efforts, is unable to secure a Property Right for a proposed Support Structure, the Parties shall consult with one another to meet a mutually agreed decision on a course of action. When this situation occurs there are normally two alternatives available: the Parties may agree that the Support Structure be placed in an alternate location or alternatively, may agree to accept an alternate Property Right such as one acquired by verbal permission only, in which case, both Parties 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.

13.03 No Warranty for Use of Owner's Property Rights

The Owner gives no warranty of permission from property owners, municipalities or Others for the use of the Owner's existing Property Rights by the Tenant, and if objection is made and the Tenant is unable to adjust the matter satisfactorily within one hundred and eighty (180) days, the Owner may then, by notice in writing at any time, require the Tenant to remove its Attachments from the Support Structures involved, and the Tenant 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 to the Tenant any authority to maintain its Attachments on the Owner's Support Structures for any portion of or the whole of the period of one hundred and eighty (180) days or otherwise to infringe upon any legal rights of the property owners, municipalities or Others.

Where an objection is made in relation to Property Rights, the Parties shall consult with one another to determine a course of action, provided that, where an objection is made in relation to a Property Right that was acquired or not acquired by the Party that built the Support Structure, then that Party shall use commercially reasonable efforts to ensure the continued Joint Use of the Support Structure.

13.04 Clearing of Property Rights

Where the Tenant adds, Replaces, Transfers or Rearranges Poles and/or Attachments to existing Support Structures, the Tenant shall be responsible for all necessary Line Clearing. At the request of the Tenant, the Owner may carry out the required Line Clearing and the Tenant shall bear the cost.

13.05 Property Rights Acquisition

The following procedures are to be followed when acquiring Property Rights that are required for installation of Support Structures:

- (a) all Property Rights shall be acquired by the acquisition of joint easements and rights-of-way except where a joint license is acquired or the joint fee simple title to the relevant property is purchased;
- (b) a Property Right 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 Property Rights shall be made, with adequate provision to extend the Support Structures to such adjacent properties;
- (c) all Property Rights' boundaries shall be adequately defined (ie: referenced to landmarks, survey monuments, etc.) so as to provide for future boundary determination. While the location of Support Structures in relation to the Property Rights' boundaries should be indicated, Support Structures should not be used as boundary references;
- (d) all Property Rights shall be obtained prior to the installation of Support Structures by either Party;
- (e) where a Property Right is required but cannot be obtained by negotiation and no practical alternate route exists, the Property Right shall be acquired 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, as amended. This procedure shall only be used as a last resort after consultation with the Joint Use Administration Committee;
- (f) installation of Support Structures on property over which the property owners will only give written or verbal permission (i.e. are not prepared to execute a right of way or like agreement) shall be avoided whenever possible;
- (g) where a Property Right 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) all reasonable efforts shall be made to ensure that the name of the grantor(s) appearing on the Property Right document reflects current ownership of the pertinent property; and

- (i) duly executed Property Right documents shall be registered at the Registry of Deeds for Newfoundland and Labrador and then filed at the records office of each Party.

13.06 New Subdivisions

A Party that is intending to place Poles in a new subdivision or a similar planned development shall, prior to the negotiation of Property Rights in relation to that subdivision or development, inform the other Party and, at the request of and in consultation with the other Party, make commercially reasonable efforts to acquire such Property Rights as may be necessary for equipment required by the other Party in relation to the subdivision or development.

SECTION 14 - JOINT USE POLE RECORDS

14.01 Joint Use Records

- (a) The Parties shall establish a Joint Use database upon completion of the pole count survey to be undertaken by the Parties. Subsequent to that time, each Party shall maintain records related to the quantity of Joint Use Poles installed and removed during any calendar year. This data shall be exchanged annually no later than January 31st of each year.
- (b) Without limiting the generality of Subsection 14.01(a), the Parties shall maintain an ongoing record of the attachments of Others to Joint Use Poles and shall use this information in the determination of the sharing of rentals from Others pursuant to Section 15. A proxy may be used to determine the quantity of attachments.

14.02 Maintaining Joint Ownership Ratio

The number of Poles by Owner in the Joint Use database shall be adjusted based on Joint Use Pole installation and removal activity. Day to day Attachment and cancellation activity on existing Joint Use Poles shall not be used to change the number of Poles by Owner in the Joint Use database. However, either Party may adjust the number of Poles by Owner in the Joint Use database based on Attachment and cancellation activity as documented in SSWR's.

The number of Poles by Owner in the Joint Use database will be monitored on a quarterly basis for compliance to the Joint Ownership Ratio. Following the reconciliation, the appropriate adjustments shall be made to the Pole installation and removal activity to maintain the Joint Ownership Ratio. Any deviations in the Joint Ownership Ratio shall be corrected in the current year or the following year through increased installation by the Party having the shortfall. This may require adjusting designated Pole setting areas by the Parties but shall be done so as to minimize mixed ownership as much as possible.

14.03 Pole Survey

No surveys related to this data shall be required to be conducted by the Parties during the initial term of this Agreement. No sooner than once in every ten (10) years under this Agreement and any subsequent renewals of this Agreement, either Party may require that such a survey be carried out. Each Party shall participate equally in the survey and bear its own costs.

SECTION 15 – RENTALS FROM OTHERS

15.01 Sharing of Rentals from Others

- (a) Except as provided in Subsection 15.01(d) and Appendix B – 2011 Estimated Third Party Revenue Sharing, all rental payments collected from Others for attachment to Joint Use Poles shall be shared in the ratio of 4/7 Bell Aliant and 3/7 Newfoundland Power up to the common rate per attachment charged by the Parties. Revenues from Others generated by rate differentials higher than the common rate shall be shared on a 4/7 : 3/7 basis with the Party with the higher rate receiving 4/7.
- (b) The sharing of rental payments in Subsection 15.01(a) above shall be achieved according to the following rules:
 - (i) where the rate charged to Others is the same whether or not the Joint Use Pole is owned by Bell Aliant or Newfoundland Power:
 - (A) Bell Aliant – 4/7
 - (B) Newfoundland Power – 3/7
 - (ii) where the rate charged to Others is greater if Bell Aliant owns the Joint Use Pole than if Newfoundland Power owns the Joint Use Pole:
 - (A) Bell Aliant – 4/7
 - (B) Newfoundland Power – 3/7
 - (iii) where the rate charged to Others is greater if Newfoundland Power owns the Joint Use Pole than if Bell Aliant owns the Joint Use Pole:
 - (A) Bell Aliant 4/7 of the Bell Aliant rate plus 3/7 of the difference between the Bell Aliant rate and the Newfoundland Power rate; and
 - (B) Newfoundland Power 3/7 of the Bell Aliant rate plus 4/7 of the difference between the Bell Aliant rate and the Newfoundland Power rate.
- (c) For the purposes of the calculation in Subsection 15.01(b) above, the common rate for Service Poles or Overhead Guy Poles shall be Zero Dollars (\$0.00), when the Owner is not permitted by its Governing Body to charge for those Service Poles or Overhead Guy Poles.
- (d) Bell Aliant shall be entitled to one hundred percent (100%) of the revenue from Others in relation to the attachment of Others to strand owned by Bell Aliant.

15.02 Calculation of Rentals

- (a) Rentals charged to Others shall be calculated by the Parties on an annual basis and shared in the manner provided in this Section 15 and as illustrated in Appendix B for the revenue sharing regime in 2011.

Except in relation to 2011, to ensure that rental payments shared are based on actual payments from Others, an annual adjustment for each calendar year shall occur in March of the following year.

- (b) If the Parties record keeping systems result in a cumulative difference between the Parties' respective Attachment Change Percentages of one-percent (1%) or more, the Parties shall consult with one another and investigate the reason for the difference, and initiate corrective action within a reasonable timeframe.

15.03 Cumulative Collection Ratio ("CCR")

- (a) The cumulative collection ratio shall be the ratio of the amounts collected to the sum of the amounts billed. The annual CCR for each calendar year shall be calculated in March of the following year.
- (b) In respect to the sharing of rental payments as provided in this Section 15, the Parties shall share the rental payments actually collected from Others provided that:
 - (i) neither Party's annual CCR is below eighty percent (80%) of the amount billed; and
 - (ii) the difference between the annual CCR's of the Parties is not more than ten percent (10%).
- (c) Where either of the events provided in Subsections 15.03(b)(i) or (ii) occurs, the Party with the lower annual CCR shall pay to the Party with the higher annual CCR the amount that would have been paid had the Party with the lower annual CCR achieved the same annual CCR as the other Party. All such payments shall be made within sixty (60) days of the annual adjustment of rentals provided for in Subsection 15.02(b).

15.04 Payment

Except as provided in Subsection 15.03(c) above, all payments between the Parties under this Section 15 shall be handled in accordance with Article XV – INVOICES AND PAYMENTS.

SECTION 16 - PRICE SCHEDULES

16.01 Sacrificed and Structural Value Price Schedules

The Sacrificed and Structural Value schedules are included in these Administrative Practices to provide a pricing mechanism for Poles prematurely displaced or for the sale of Poles in place.

The schedules are not intended to provide the basis for determining the sale price of Poles designed to achieve the Joint Ownership Ratio.

(a) **Sacrificed Value of Poles and Anchors (Appendix C)**

This schedule covers the cost to be recovered by the Owner for Joint Use Poles prematurely displaced to meet the requirements of the Tenant. The Owner shall remove and retain ownership of the displaced Pole. The Owner shall not bill the Tenant for the Sacrificed Value of Poles Replaced to meet the requirements of the Owner.

(b) **Structural Value of Poles (Appendix D)**

This schedule covers the sale price of Poles and Anchors sold in place. Pole identification shall be changed at the time of such sale.

16.02 Price Schedule Update

The Sacrificed Value and Structural Value of Poles for the period January 1, 2011, to December 31, 2011, as shown in Appendices C and D of this Section are approved. These values shall be reviewed by the Joint Use Administration Committee once a year and adjustments shall be made as required. The forms attached as Sheet 1 of Appendices C and D shall be used for approval of Sacrificed Value and Structured Value Poles as required.

16.03 Schedule of Transfer Cost Factors

The schedule of Transfer Cost Factors (Appendix E) is included in these Administrative Practices to provide the cost factors for calculating Transfer costs for Replacement of Support Structures.

SECTION 17 - JOINT USE BURIED CONSTRUCTION

17.01 Policy, Planning and Co-ordination

- (a) In any area it is mutually desirable to undertake Joint Use Buried Construction, suitable cost sharing and other arrangements shall be agreed upon by representatives of both Parties. Both Parties shall co-ordinate early in the planning stage of Joint Use Buried Construction.
- (b) The Parties shall decide upon acquisition of Property Rights, commissioning of surveys, contracting, designing, engineering, administering and including facilities of Others with respect to Joint Use Buried Construction.
- (c) Each Party is responsible for making its own arrangements for any contributions in aid of construction to which it may be entitled.

- (d) Joint plowing or the Joint Use of an underground duct and manhole system is not permitted.

17.02 Contracting

Where Joint Use Buried Construction is undertaken by employing the services of a contractor, the Party contracting the work shall provide adequate field supervision. The other Party shall provide a field representative for consultation. Materials which are not supplied under the terms of such a contract shall be supplied by the Party requiring same.

17.03 Specifications

Joint Use Buried Construction shall meet the requirements of both Parties as provided in SECTION 18 - CONSTRUCTION PRACTICES.

17.04 Cost Sharing

Each Party shall equally share in all costs related to the digging and backfilling of the Joint Use trench. This will also apply to the cost of providing special fill material, sand, ducts, service markers, etc. The Party undertaking the construction shall be paid fifty percent (50%) of the other Party's estimated share of the cost prior to construction, and the balance of the other Party's share of the actual cost shall be paid upon completion of construction. Except as otherwise provided in these Administrative Practices, the cost of placing and connecting each Party's facilities shall be borne by each Party separately. Each Party shall bear the total cost of any trench provided for its sole use.

17.05 Maintenance

Opening of Joint Use trenches for maintenance purposes shall be coordinated between the Parties whenever possible in order to eliminate unnecessary duplication of effort. The Parties shall equally share the cost of excavation and backfill where such work is required in the maintenance of the facilities of both Parties.

SECTION 18 - CONSTRUCTION PRACTICES

18.01 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 C22.3 No.1. Any future amendments to these CSA Standards may not be immediately incorporated into this Section but shall be reviewed by the Joint Use Administration 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 Joint Use Administration Committee as outlined in SECTION 2 – JOINT USE COMMITTEES.

18.02 Vertical Design Clearances and Separations

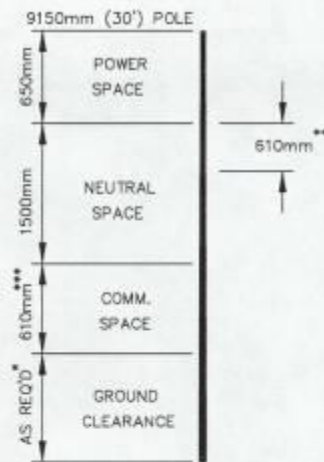
- (a) Vertical clearances and separations for Support Structures shall be in accordance with CSA Standard C22.3 No. 1*.
- (b) These guidelines provide adequate clearances for power conductors, between power and communication conductors in the span, between communication cables and the ground, and adequate safe working space.
- (c) Power and communication spacing for typical Support Structures is outlined by the attached sketches. 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 C22.3 No. 1 and the federal, provincial or municipal legislation or regulation applicable to that Party.

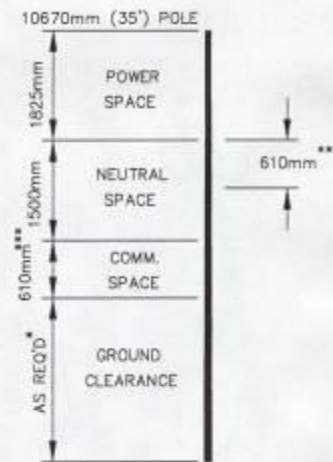
In the case of new construction, which does not include the Replacement of existing Poles, the Parties shall comply with the more stringent of the CSA standard, legislation or regulation applicable to either Party.



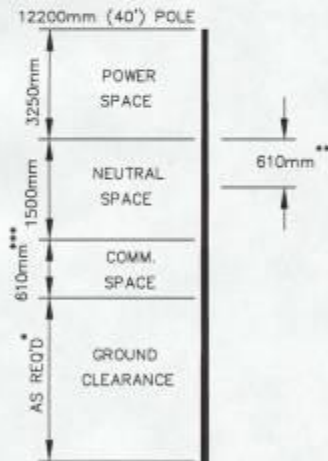
Service Drop Structure



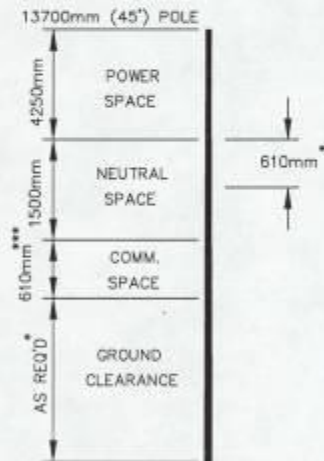
Secondary Structure



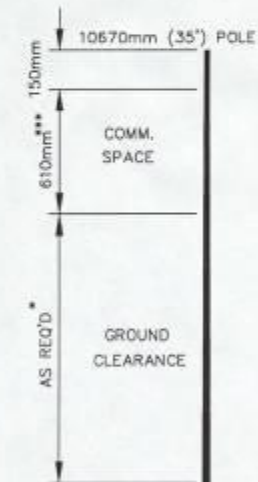
Single or Three Phase Structure



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).

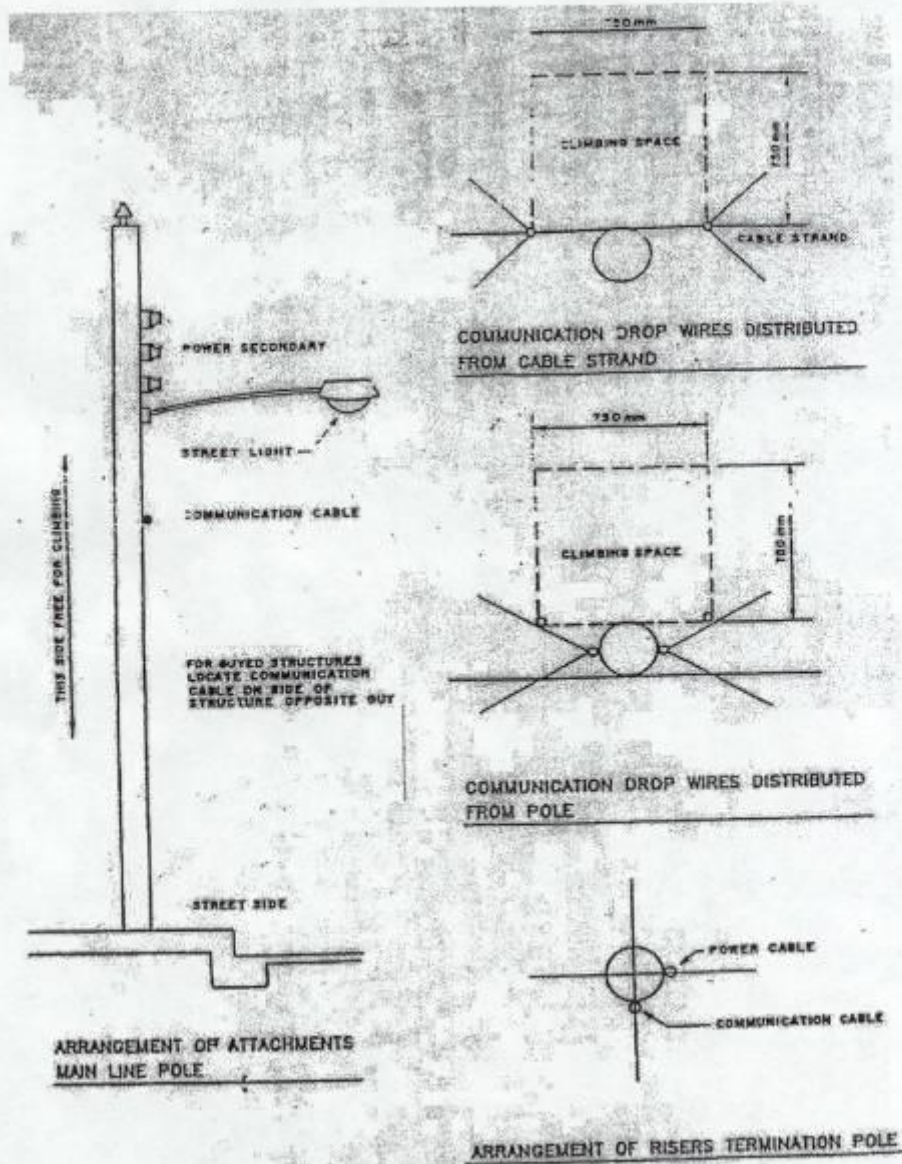
**3. MINIMUM DISTANCE FOR COMMUNICATION DROP FROM POWER SPACE.

***4. MINIMUM COMMUNICATION SPACE REQUIREMENT IS 610mm.

Typical Allotment Of Pole Space

18.03 Climbing Space Requirements – Joint Use Poles

- (a) Climbing space requirements for Support Structures, in accordance with CSA C22.3 No. 1, 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 the following drawing so as not to obstruct climbing or guying space. Communication drop wires shall preferably be distributed from the sides of Poles, as indicated on the following drawing, to ensure the 750 mm climbing space through them.

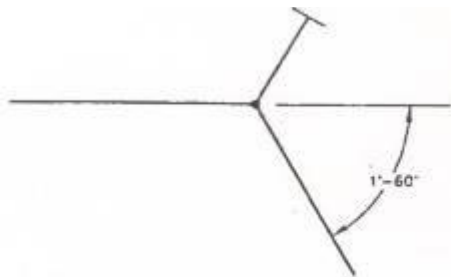


CLIMBING SPACE REQUIREMENTS FOR SUPPORT STRUCTURES

18.04 Anchors and Guys

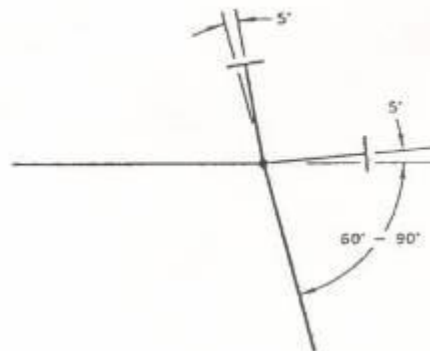
- (a) Anchors and Guy leads shall be selected such that the minimum safety factor for the Anchor, Anchor rod, and Guys common to both Parties will not be less than the minimum of 1.6, as specified by CSA Standard C22.3 No. 1.
- (b) The types of Anchors and their intended use are listed below. All Anchors are to be installed in accordance with the installation details indicated on the following drawing.
 - (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 attached 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 attached charts give 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. The attached drawings 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 attached charts 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 attached chart 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 attached charts.
- (k) The Anchor setting depth is listed for each Anchor type at the minimum and maximum Guy lead.
- (l) Where the Anchor setting depth is omitted from the attached charts, 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. If there is more than one Guy attached to the same Anchor, a Guy guard shall be installed on each Guy.
- (n) The loading region to be considered when using the attached charts shall be in accordance with CSA standard C22.3 No. 1.



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

Heavy Loading Areas

GUYING ARRANGEMENT AND ANCHOR LOCATION *															
STR. TYPE	POLE HEIGHT	MAX. LINE ANGLE	COMM TENSION (LBS)	NUMBER OF GUYS		GUY LEAD (m)		ANCHOR RODS	ANCHOR SETTING DEPTH/GUY LEAD						NUMBER OF PISA
				NP	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°	6500	1	1	4.57	8.23	1	1.52	1.16	-	-	1.77	1.34	1
1BS	35'	30°	6500	1	1	4.88	8.23	1	1.71	1.37	-	-	1.95	1.55	1
1BL	35'	25°	6500	1	1	4.57	8.23	1	1.52	1.19	-	-	1.77	1.34	1
1C	35'	60°	4800	1	1	6.10	8.23	1	1.62	1.40	-	-	1.83	1.58	1
1CS	35'	35°	5600	1	1	5.79	8.23	1	1.65	1.40	-	-	1.86	1.58	1
1CS	35'	60°	4200	2	1	4.88	8.23	1	-	-	1.89	1.46	-	-	2
1CL	35'	60°	3700	1	1	5.49	8.23	1	1.68	1.40	-	-	1.89	1.58	1
1E	35'	-	5000	1	1	5.49	8.23	1	1.62	1.34	-	-	1.83	1.52	1
1ES	35'	-	4600	2	1	4.88	6.71	1	-	-	1.80	1.43	-	-	2
1EL	35'	-	5100	1	1	5.79	8.23	1	1.62	1.40	-	-	1.83	1.58	1
3B	35'	30°	6500	1	1	5.49	8.23	1	1.62	1.34	-	-	1.86	1.52	1
3BS	35'	22°	6500	1	1	5.49	8.23	1	1.65	1.34	-	-	1.86	1.52	1
3BS	35'	30°	6500	2	1	6.71	8.23	1	1.68	1.52	1.49	1.37	1.80	-	2
3BL	35'	25°	6500	1	1	7.01	8.23	1	1.49	1.40	-	-	1.68	1.58	1
3C	40'	60°	4400	2	1	5.79	9.75	1	-	-	1.71	1.34	-	-	2
3CS	45'	60°	4500	3	1	6.10	7.92	2	1.71	1.52	1.52	1.34	-	-	2
3CL	40'	60°	4000	2	1	7.01	7.62	1	-	-	1.65	1.58	-	-	2
3E	40'	-	5400	2	1	7.62	9.75	1	-	-	1.49	1.34	-	-	2
3ES	45'	-	4400	3	1	6.71	11.28	2	1.77	1.34	1.62	1.22	-	-	2
3EL	40'	-	5300	2	1	7.62	9.75	1	-	-	1.55	1.37	-	-	2
4/0 AASC, 4/0 ACSR, 477 ASC															
3B	35'	17°	6500	1	1	6.71	8.23	1	1.43	1.31	-	-	1.65	1.49	1
3BS	35'	13°	6500	1	1	6.10	8.23	1	1.49	1.31	-	-	1.65	1.49	1
3BS	35'	17°	6500	G2	1	6.10	8.23	1	1.65	1.43	1.52	1.52	1.80	1.62	2
3BL	35'	15°	6500	1	1	7.32	8.23	1	1.37	1.31	-	-	1.55	1.49	1
3C	40'	35°	6500	2	1	5.79	9.75	1	-	-	1.77	1.40	-	-	2
3CH	40'	60°	4400	3	1	4.57	6.71	2	1.74	1.52	1.58	1.37	-	-	2
3CS	45'	35°	6500	3	1	4.88	7.32	2	1.68	1.43	1.52	1.28	1.83	1.58	2
3CHS	45'	60°	4700	4	1	5.49	8.23	2	-	-	1.83	1.52	-	-	3
3CL	40'	35°	5000	2	1	8.23	9.75	1	-	-	1.52	1.40	-	-	2
3CLH	40'	60°	4800	3	1	5.79	7.62	2	-	-	1.52	1.37	-	-	2
3EH	40'	-	4800	3	1	4.57	8.23	2	1.68	1.37	1.52	1.25	-	-	2
3EHS	45'	-	5400	4	1	5.79	9.75	2	-	-	1.80	1.43	-	-	3
3ELH	40'	-	4800	3	1	4.88	7.32	2	1.74	1.49	1.55	1.34	-	-	2

* FOR ANCHOR LOCATION ADD 0.9 M TO MINIMUM LEAD AND 1.5 M TO MAXIMUM LEAD

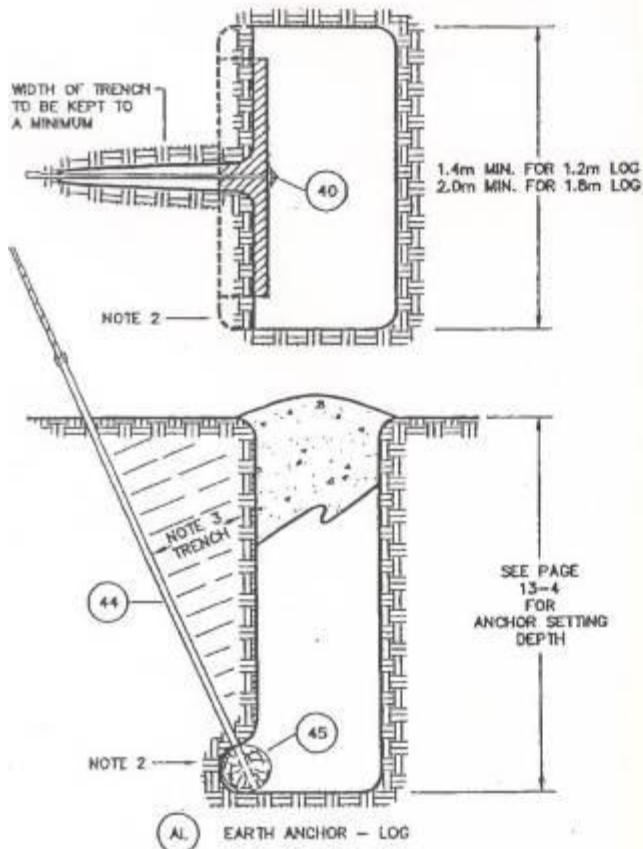
GUYING ARRANGEMENTS FOR TYPICAL STRUCTURES (CSA NORMAL HEAVY LOADING AREAS)

Severe Loading Areas

GUYING ARRANGEMENT AND ANCHOR LOCATION *															
STR. TYPE	POLE HEIGHT	MAX. LINE ANGLE	COMM TENSION (LBS)	NUMBER OF GUYS		GUY LEAD (m)		ANCHOR RODS	ANCHOR SETTING DEPTH/GUY LEAD						NUMBER OF PISA
				NP	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°	6500	1	1	4.57	8.23	1	1.58	1.22	-	-	1.83	1.40	1
1BS	35'	30°	5900	1	1	4.88	6.71	1	1.74	1.40	-	-	1.98	1.58	1
1BL	35'	25°	6500	1	1	4.57	8.23	1	1.58	1.22	-	-	1.83	1.40	1
1C	35'	60°	3900	1	1	5.49	8.23	1	1.68	1.40	-	-	1.89	1.58	1
1CS	35'	35°	3900	1	1	5.49	8.23	1	1.65	1.40	-	-	1.89	1.58	1
1CS	35'	60°	4200	2	1	6.71	8.23	1	-	-	1.71	1.52	-	-	2
1CL	35'	60°	2875	1	1	6.40	8.23	1	1.58	1.40	-	-	1.80	1.58	1
1E	35'	-	4900	1	1	5.49	8.23	1	1.68	1.40	-	-	1.89	1.58	1
1ES	35'	-	5000	2	1	5.79	7.92	1	-	-	1.77	1.52	-	-	2
1EL	35'	-	4400	1	1	5.49	8.23	1	1.68	1.40	-	-	1.89	1.58	1
3B	35'	25°	6500	1	1	6.10	8.23	1	1.52	1.34	-	-	1.77	1.52	1
3BS	35'	20°	6500	1	1	6.40	8.23	1	1.55	1.37	-	-	1.77	1.58	1
3BS	35'	25°	6500	2	1	7.32	8.23	1	1.58	1.49	1.43	1.34	-	-	2
3BL	35'	20°	6500	1	1	7.32	8.23	1	1.43	1.34	-	-	1.62	1.52	1
3C	40'	60°	4000	2	1	6.10	8.23	1	-	-	1.77	1.52	-	-	2
3CS	45'	60°	4900	3	1	7.01	9.45	2	-	-	1.68	1.31	-	-	2
3CL	40'	60°	4000	3	1	4.57	8.23	2	1.62	1.25	1.46	1.22	1.80	-	2
3E	40'	-	4900	2	1	5.79	9.75	1	-	-	1.74	1.37	-	-	2
3ES	45'	-	4700	3	1	5.49	9.14	2	1.74	1.40	1.58	1.25	-	-	2
3EL	40'	-	4900	2	1	7.01	7.62	1	-	-	1.71	1.62	-	-	2
4/0 AASC, 4/0 ACSR, 477 ASC															
3B	35'	15°	6500	1	1	7.62	8.23	1	1.37	1.31	-	-	1.55	1.49	1
3BS	35'	10°	6500	G2	1	5.79	8.23	1	1.49	1.28	-	-	1.71	1.43	1
3BS	35'	15°	6500	G2	1	4.88	8.23	1	1.86	1.49	1.71	1.34	-	-	2
3BL	35'	15°	6500	1	1	4.88	7.92	1	1.74	1.40	1.55	1.25	-	1.58	1
3C	40'	35°	5000	2	1	7.62	9.75	1	-	-	1.65	1.43	-	-	2
3CH	40'	60°	5300	3	1	6.40	8.53	2	-	-	1.52	1.43	-	-	2
3CS	45'	35°	6500	3	1	6.71	9.45	2	1.58	1.40	1.43	1.25	-	-	2
3CHS	45'	60°	3800	4	1	8.23	8.84	2	-	-	1.55	1.49	-	-	3
3CLH	40'	50°	6000	3	1	6.40	7.92	2	-	-	1.49	1.37	-	-	2
3EH	40'	-	5000	3	1	5.49	8.53	2	1.71	-	1.55	1.34	-	-	2
3EHS	45'	-	5000	4	1	7.01	8.23	2	-	-	1.71	1.55	-	-	3
3ELH	40'	-	5700	3	1	7.01	7.92	2	-	-	1.49	1.43	-	-	2

* FOR ANCHOR LOCATION ADD 0.9 M TO MINIMUM LEAD AND 1.5 M TO MAXIMUM LEAD

GUYING ARRANGEMENTS FOR TYPICAL STRUCTURES (CSA SEVERE LOADING AREAS)



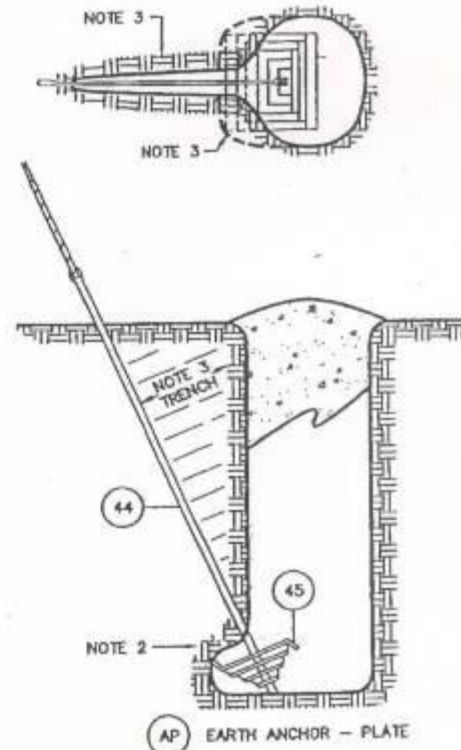
NOTES:

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"

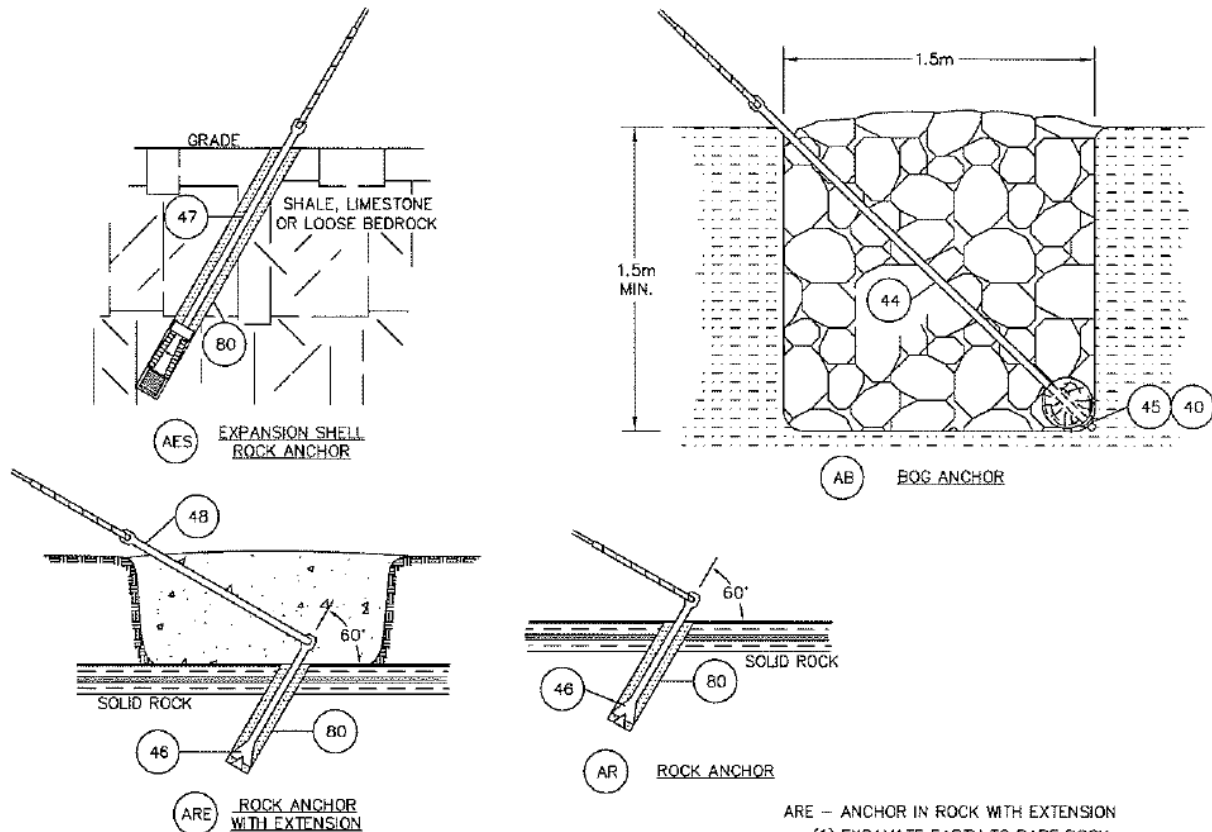
ANCHOR RODS - 1" x 8'-0" TRIPLE EYE

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 10cm GRADE.

AR – ANCHOR IN SOLID ROCK

- (1) DRILL HOLE 3.2cm IN DIAMETER AND EXACTLY 40cm 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.

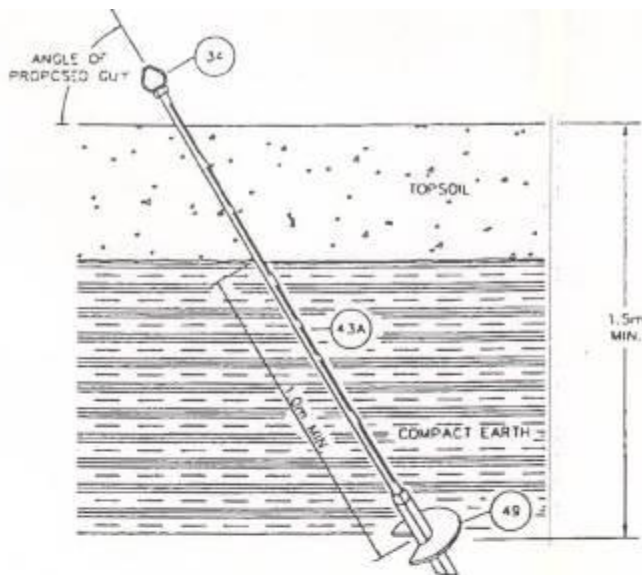
ARE – ANCHOR IN ROCK WITH EXTENSION

- (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 3.2cm 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 15.2cm 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.

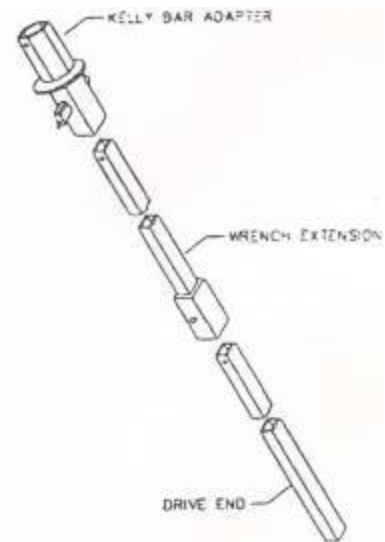
STANDARD ROCK & BOG ANCHOR DETAILS



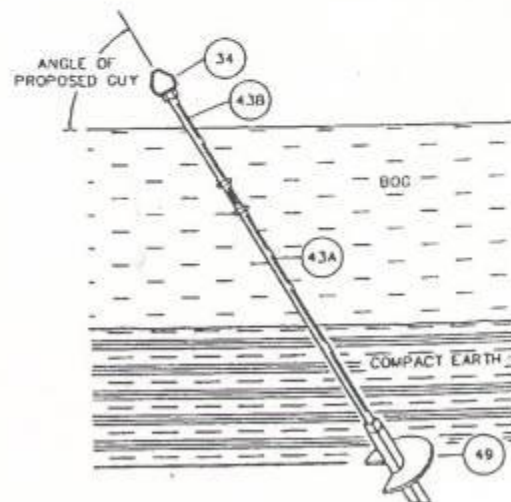
SCREW ANCHOR

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 DIGGER 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 BOC ANCHOR MUST BE USED IN THIS CASE.

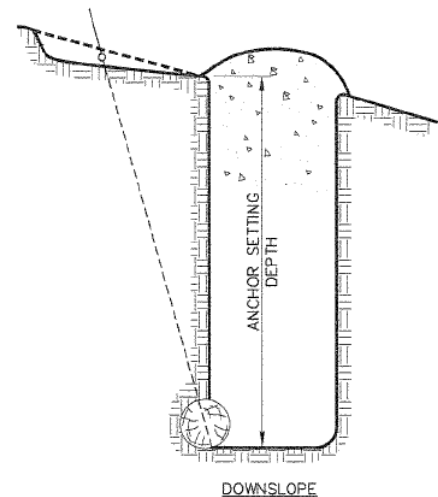
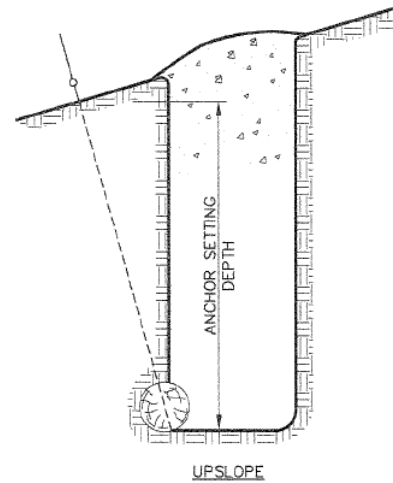
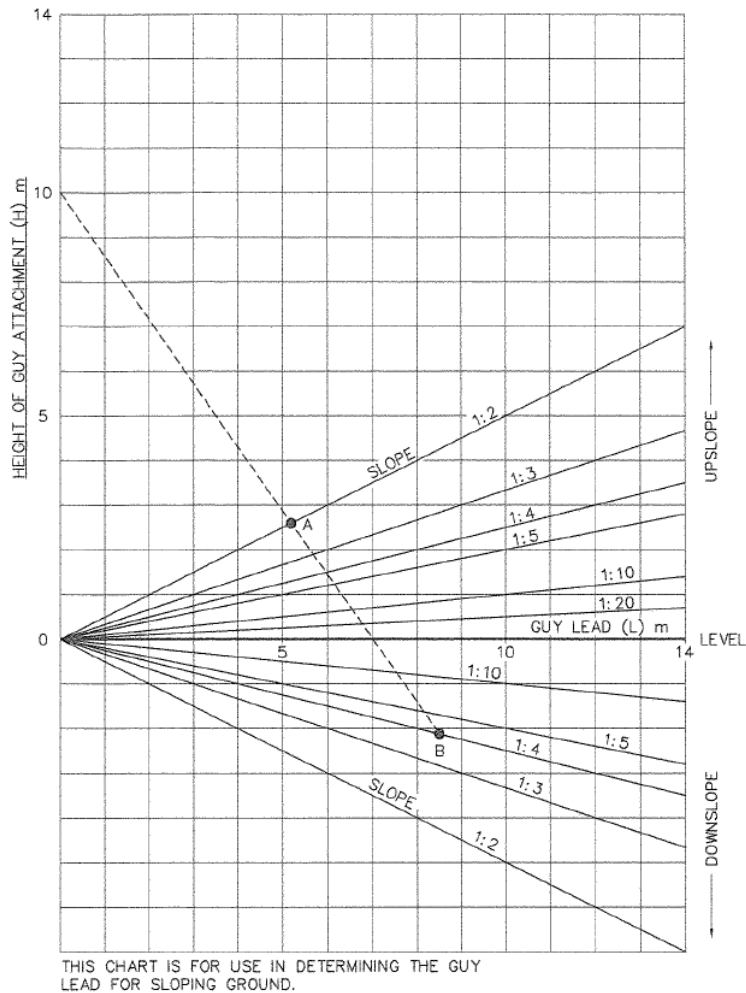


WRENCH ASSEMBLY
DETAILS



SCREW ANCHOR WITH ROD EXTENSION
DETAILS

POWER INSTALLED SCREW ANCHOR DETAILS



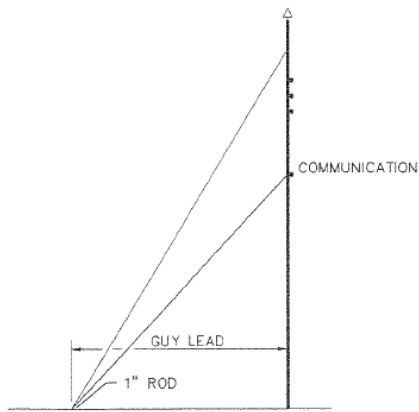
NOTES:

1. FIND GUY LEAD (L) FOR LEVEL GROUND FROM CHARTS 13-4 & 13-5.
2. ESTIMATE 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. THE CORRECTED GUY LEAD IS DETERMINED FROM THE INTERSECTION OF THIS LINE WITH THE SLOPE IN QUESTION.

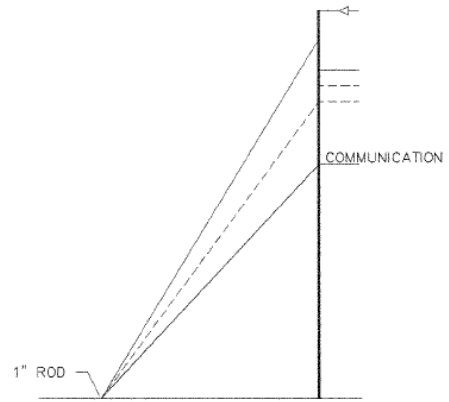
EXAMPLE (1) - L = 7m, H = 10m, UPSLOPE = 1:2
POINT OF INTERSECTION = A, CORRECTED GUY LEAD = 5.2m.

EXAMPLE (2) - L = 7m, H = 10m, DOWNSLOPE = 1:4
POINT OF INTERSECTION = B, CORRECTED GUY LEAD = 8.5m.

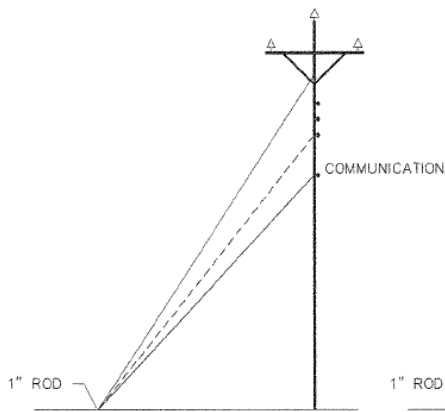
GUY LEAD AND ANCHOR SETTING DEPTH ADJUSTMENT FOR SLOPE



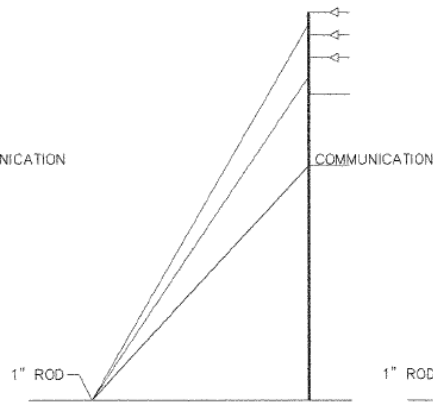
STRUCTURE TYPE "1B"



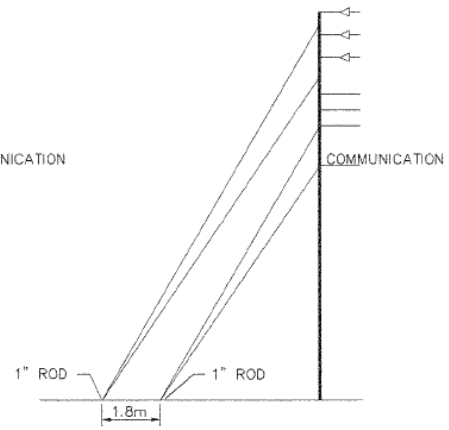
STRUCTURE TYPE "1C" & "1E"



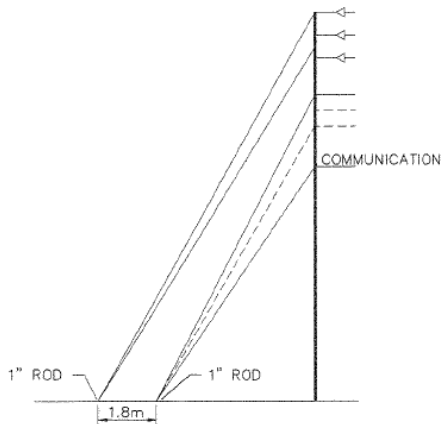
STRUCTURE TYPE "3B"



STRUCTURE TYPE "3C" & "3E"



STRUCTURE TYPE "3CS" & "3ES"



STRUCTURE TYPE "3CH" & "3EH"

NOTES:

1. THIS DRAWING OUTLINES THE GUYING ARRANGEMENTS AS PER THE CHARTS ON PAGE 13-4 AND 13-5.
2. SEE CHARTS PAGE 13-4 AND 13-5 TO DETERMINE IF SECONDARY GUYING, INDICATED BY BROKEN LINES, IS REQUIRED.
3. 1" DIAMETER, TRIPLE EYE ROD WILL BE REQUIRED FOR ATTACHMENT OF THREE GUYS.
4. MINIMUM GUY LEAD FOR SECONDARY DEADEND ON MAINLINE POLE IS 4.8m (15'-9") FOR 35' POLE.

GUYING ARRANGEMENT FOR TYPICAL STRUCTURES

18.05 Poles

18.05.1 Pole Line Design

Pole Type and Treatment

- (a) The physical and treatment properties of Poles shall be in accordance with the following:
 - (i) CSA C22.3, No. 1;
 - (ii) CSA 015; and
 - (iii) CSA 080
- (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”); or
 - (iv) Western Red Cedar, untreated.
- (d) Machine peeled with physical properties in accordance with CSA Standard 015.
- (e) Poles treated with pentachlorophenol (penta), shall be in accordance with CSA Standard 080, to an average net retention by assay of:
 - (i) Southern Yellow Pine 4.8 kg/m³
 - (ii) Red Pine 6.4 kg/m³
- (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, to an average net retention by assay of 9.6 kg/m³.
- (g) The use of wood Poles of a species or treatment process other than those listed above must have prior approval of both Parties.

18.05.2 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 attached in this Section.
- (b) The charts attached 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 18.05.2, 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 $1\frac{1}{3}$ with winds gusting to 153 km/h was used in calculations for heavy wind loading. A safety factor of $1\frac{2}{3}$ with heavy loading (400 N/m^2 with 12.5mm of radial ice) or $1\frac{1}{2}$ with severe loading (400 N/m^2 with 19 mm 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 or severe loading conditions.
- (j) The curves on the attached charts 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 and Chart 2; short span spacing for Chart 3.
- (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




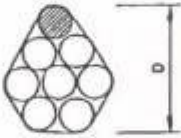




from Charts 1, 2 and 3. This is intended to provide an additional safety factor for these areas.

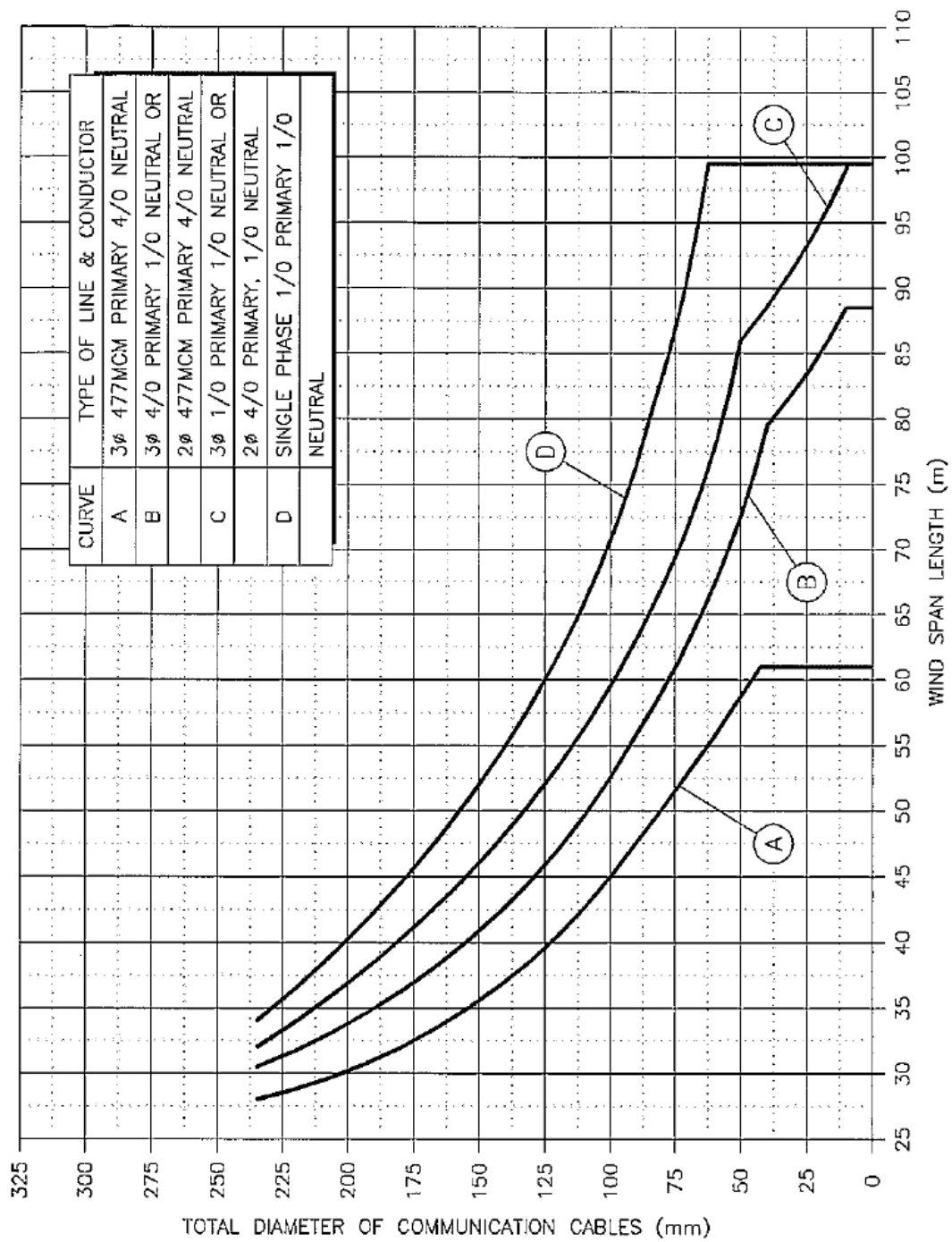
- (m) When using Charts 1, 2 and 3, consideration should be given for possible future additions to the Pole Line, either additional cables or larger conductors, when arriving at a suitable span length.
- (n) The following steps outline the procedure to be followed when using charts 1, 2 and 3 to determine 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) Determine the loading area as per CSA Standard C22.3 No.1.
 - (iii) 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.
 - (iv) 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.
 - (v) With this information locate the appropriate curve (A, B, C or D) and determine the span length corresponding to the cable diameter in question.
 - (vi) 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.

TABLE C1

COMMUNICATION CABLE DIAMETERS		
CABLE CONFIGURATION SUPPORTED BY STRUCTURES	CROSSSECTIONAL VIEW	COMMUNICATION CABLE DIAMETER FOR USE IN SPAN LENGTH CHARTS
ONE CABLE SUPPORTED BY MESSENGER		$D = \text{DIAMETER OF COMMUNICATION CABLE PLUS MESSENGER}$
TWO CABLES SUPPORTED HORIZONTALLY		$D = \text{DIAMETER OF TWO CABLES PLUS MESSENGER AS SEEN HORIZONTALLY}$
TWO CABLES SUPPORTED VERTICALLY		$D = \text{TOTAL DIAMETER OF BUNDLED CABLES PLUS MESSENGER}$
BUNDLED CABLES		$D = \text{OVERALL DIAMETER OF BUNDLED CABLES PLUS MESSENGER}$
TWO OR MORE CABLES EACH SUPPORTED BY A MESSENGER		$D = \text{TOTAL OF EACH CABLE DIAMETER PLUS THE DIAMETER OF THE MESSENGER SUPPORTING SAME}$
		$D = D1 + D2 +$
<p>LEGEND: -  MESSENGER</p> <p> CABLE</p>		



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

CHART 1 – STANDARD SPAN LENGTHS (CSA NORMAL HEAVY LOADING AREAS)

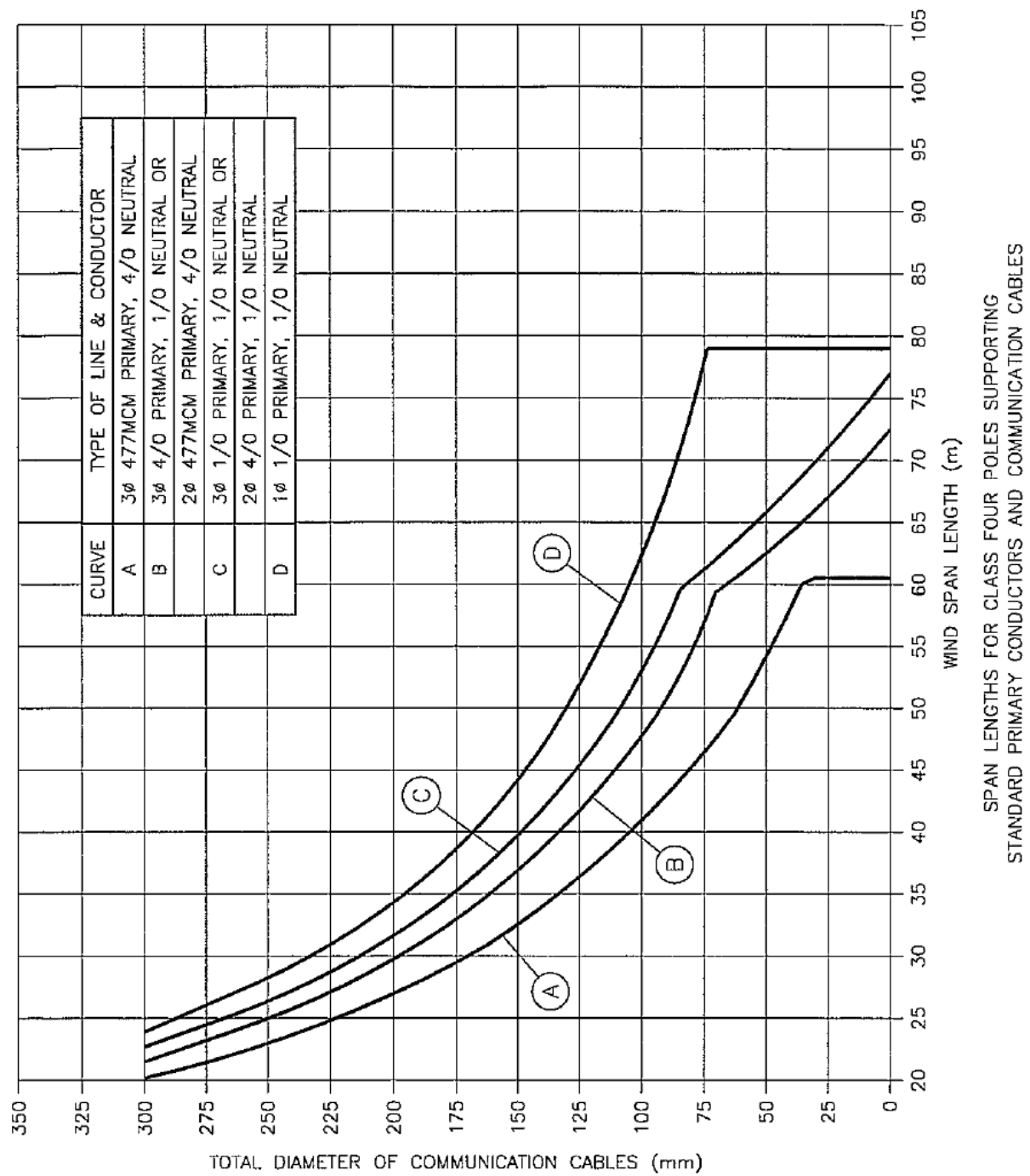


CHART 1 – STANDARD SPAN LENGTHS (CSA SEVERE LOADING AREAS)

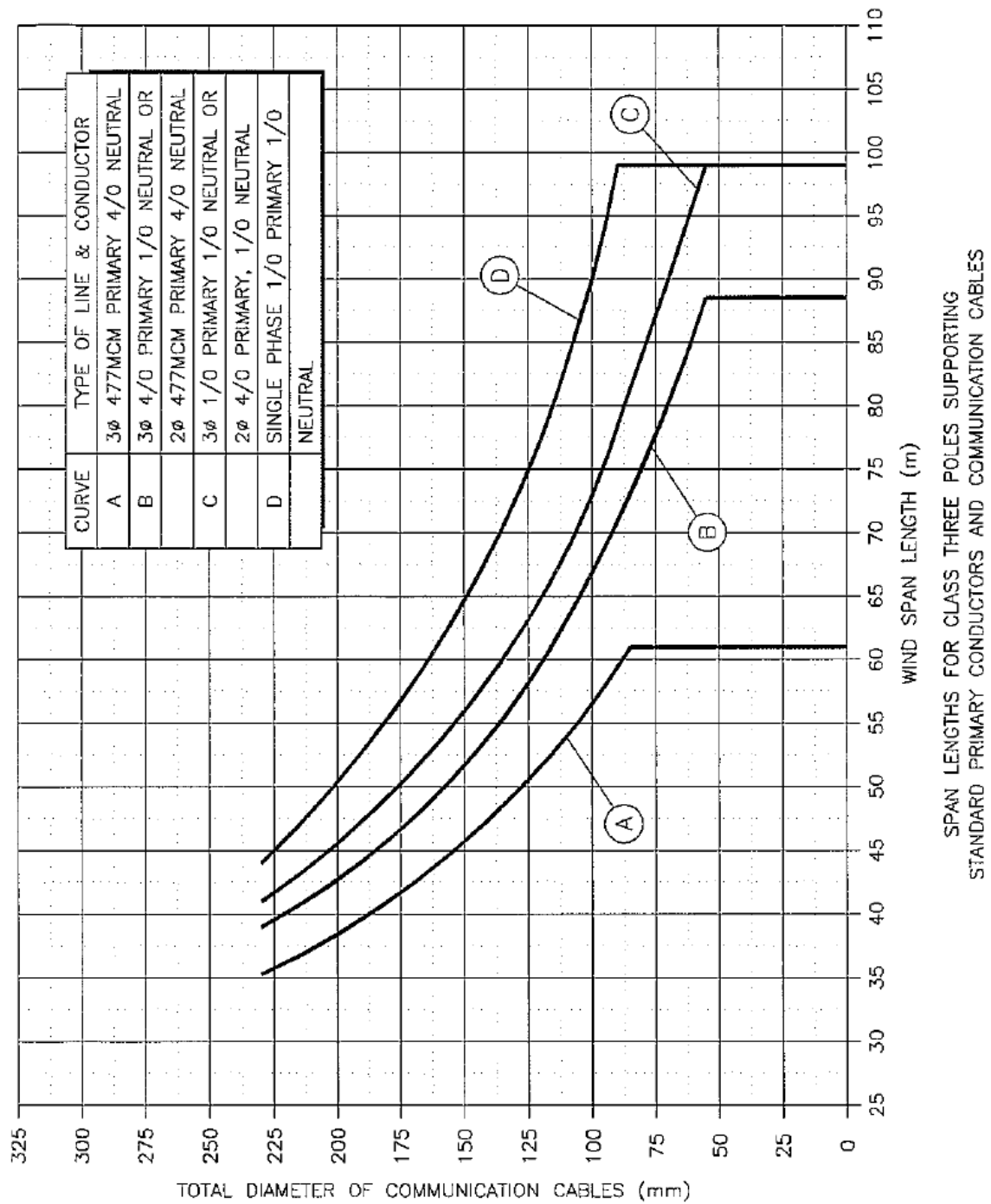


CHART 2 – STANDARD SPAN LENGTHS (CSA NORMAL HEAVY LOADING AREAS)

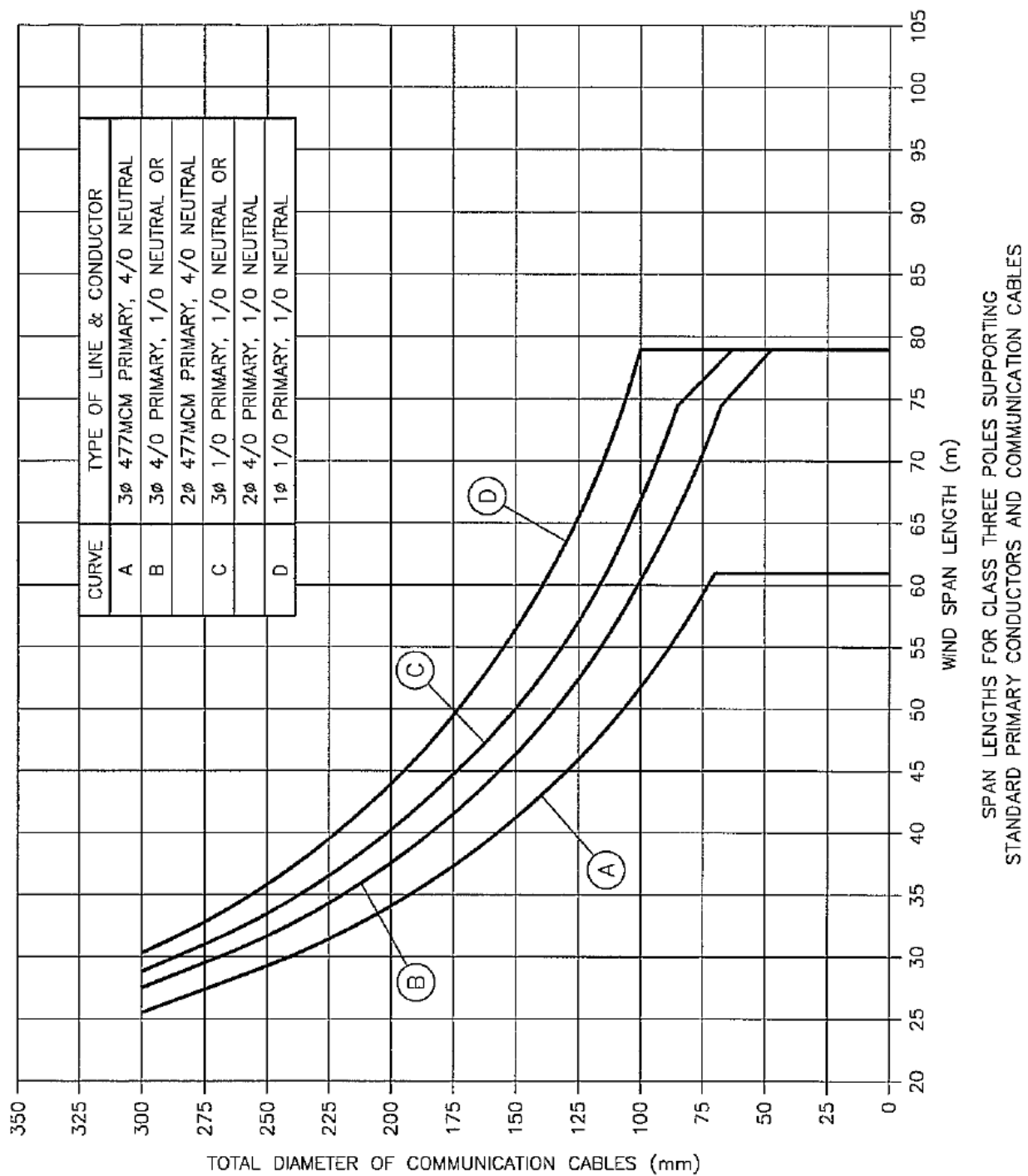


CHART 2 – STANDARD SPAN LENGTHS (CSA SEVERE LOADING AREAS)

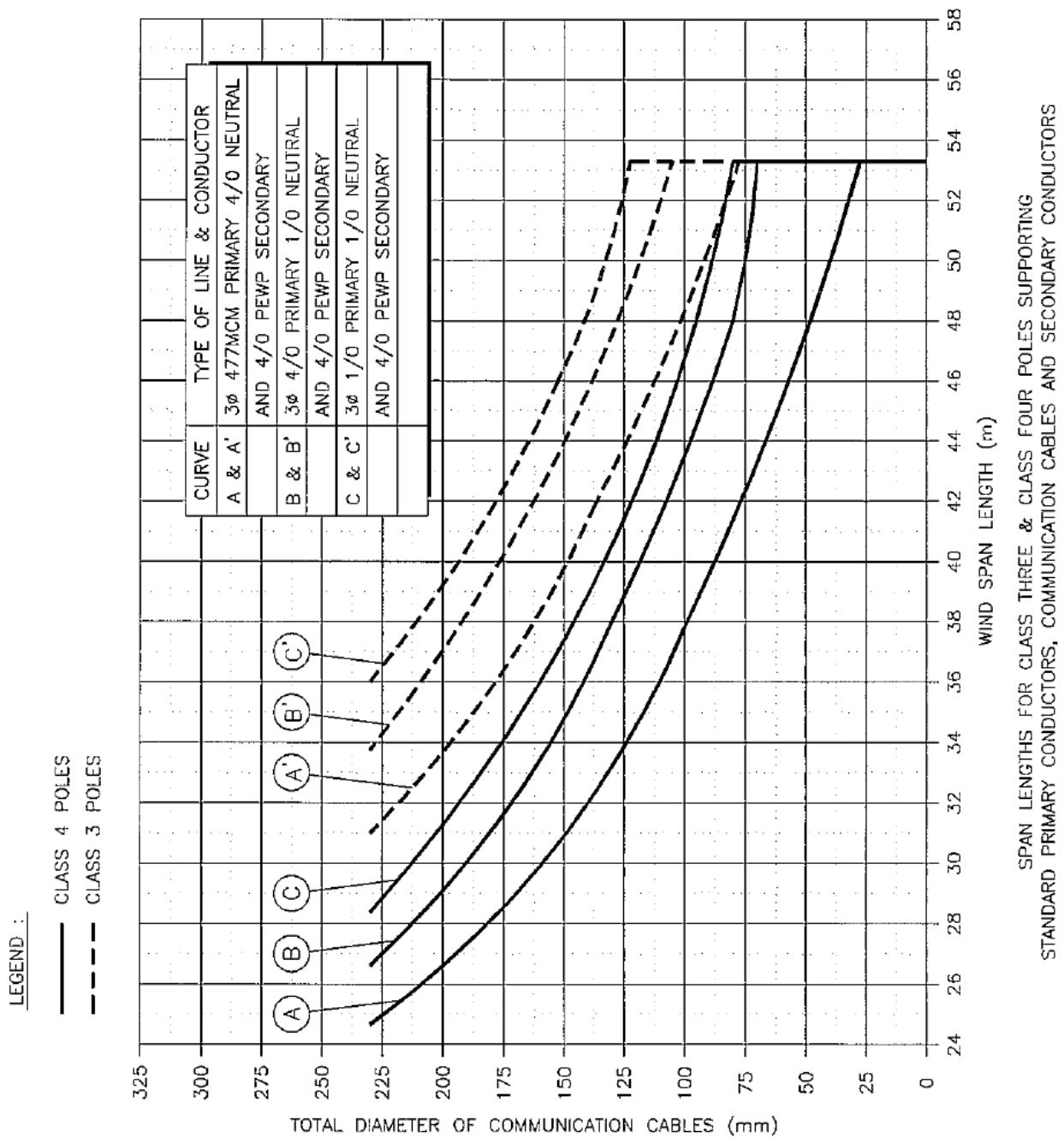
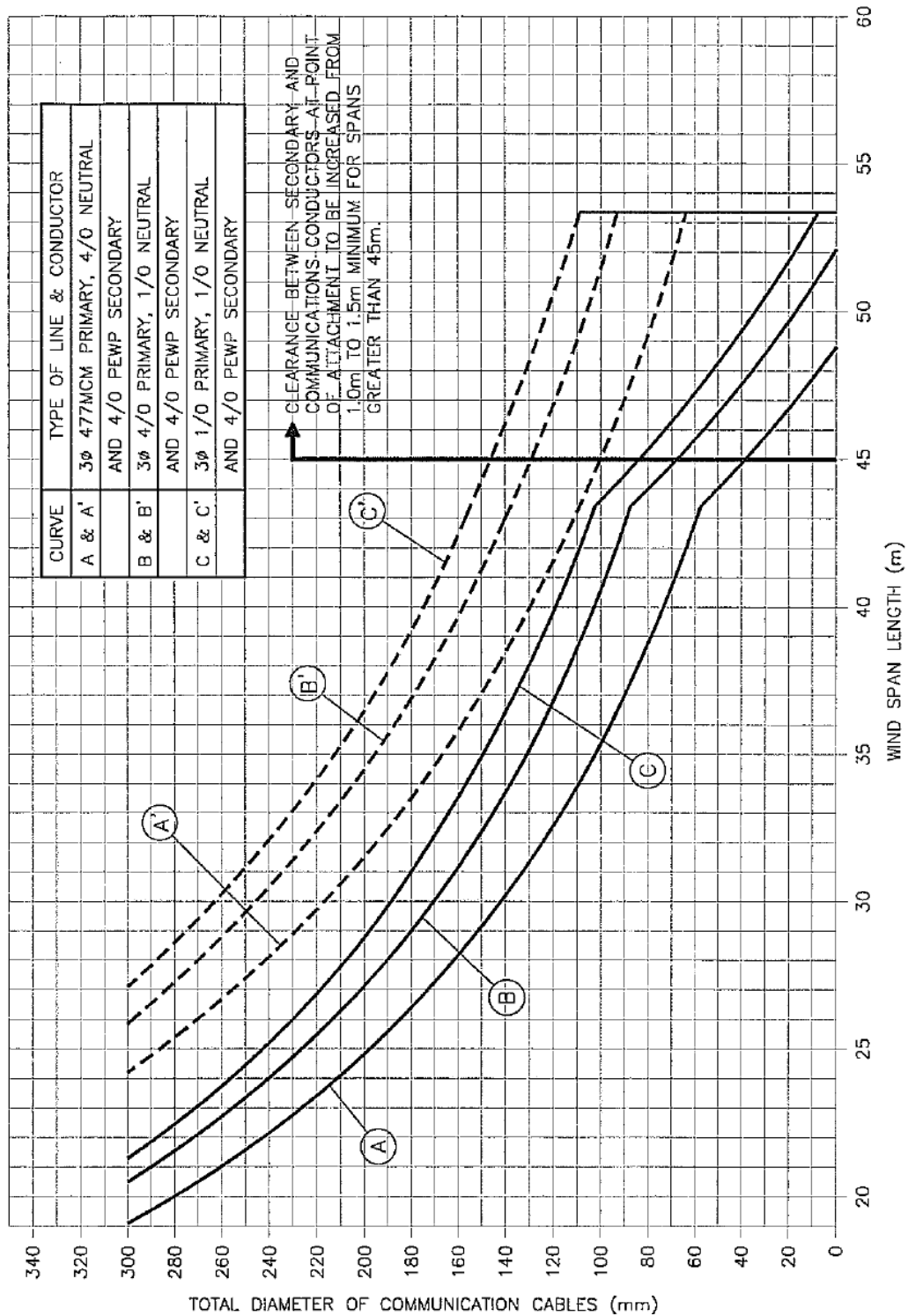


CHART 3 – STANDARD SPAN LENGTHS (CSA NORMAL HEAVY LOADING AREAS)



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

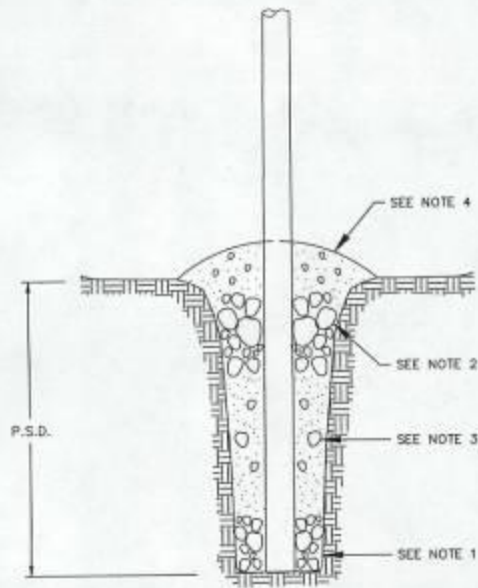
CHART 3 – STANDARD SPAN LENGTHS (CSA SEVERE LOADING AREAS)

18.05.3 Pole Setting Depth (P.S.D.)

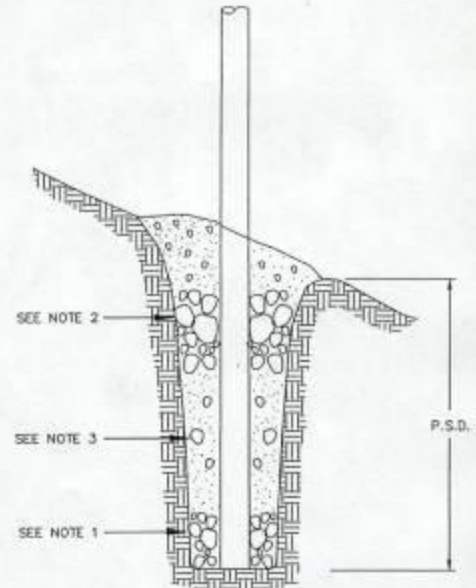
- (a) The recommended minimum Pole setting depths are shown in the P.S.D. Table.
- (b) Pole crib installation details are attached.

18.05.4 Pole Marking

Pole ownership, date nail, and numbering identification tags are to be placed by Newfoundland Power and Bell Aliant as illustrated on the attached drawing.



LEVEL TERRAIN



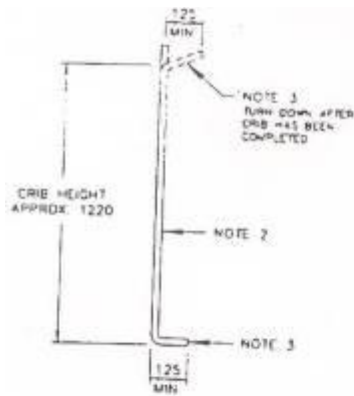
SIDE HILL TERRAIN

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:

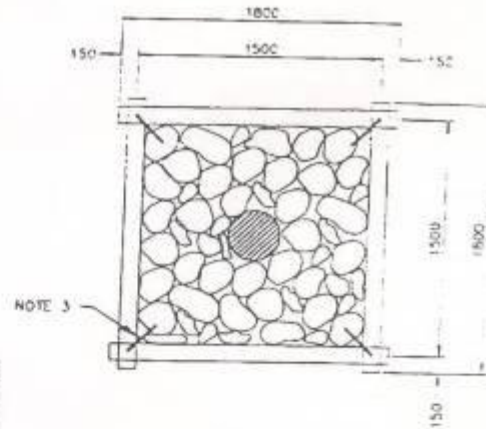
1. POLE SHALL HAVE A FOOTING OF 230mm (9") OF ROCK.
2. POLE SHALL HAVE A COLLAR OF 230mm (9") OF ROCK.
3. EARTH FILL SHALL BE PLACED IN 230mm (9") LAYERS AND THOROUGHLY TAMPED.
4. EXCESS FILL SHALL BE MOUNDED AROUND POLE UNLESS IN A LANDSCAPED AREA.
5. HOLES DUG BY BACKHOE SHALL ALWAYS BE DUG WITH THE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

STANDARD POLE SETTING DETAILS

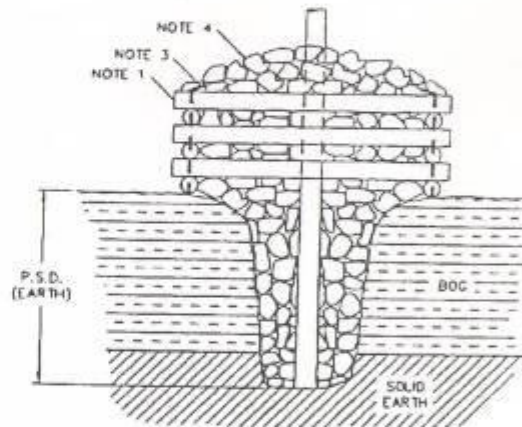
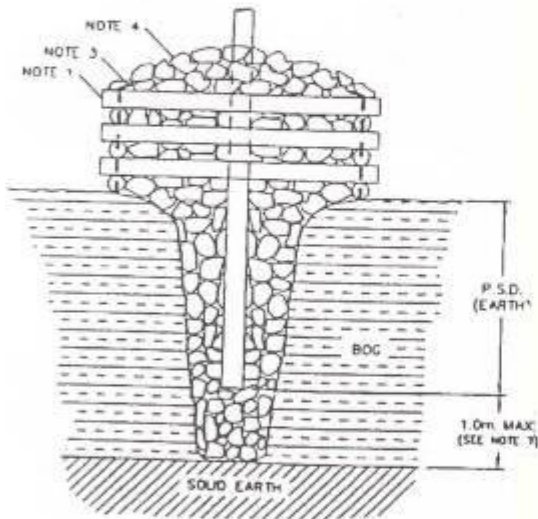


FASTENING
ROD

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



TOP VIEW

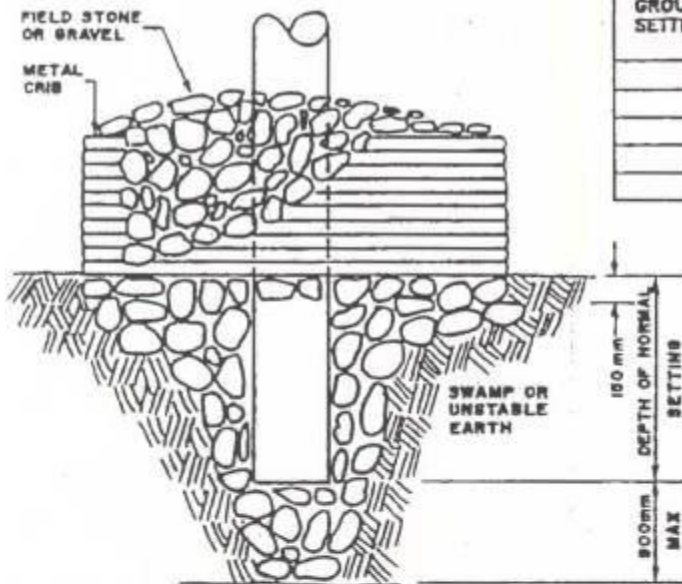
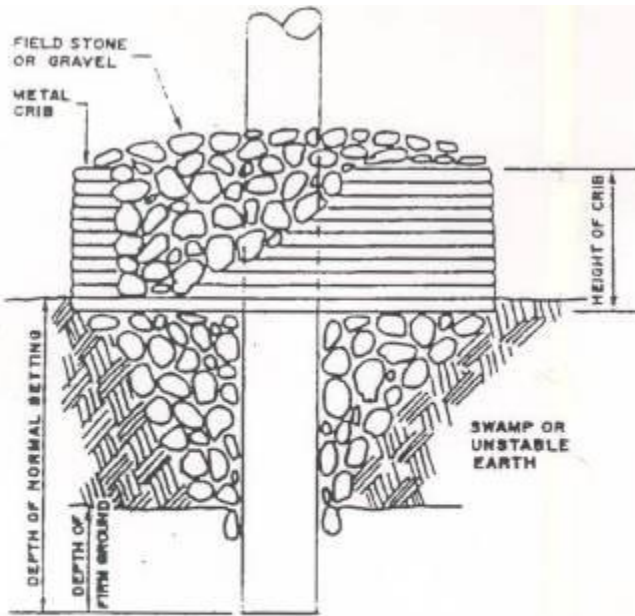


NOTES:

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 (BUTTON 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)			
	7600	9150	10700	12200
300	1200	1200	1200	1200
600	800	1200	1200	1200
800	800	800	1200	1200
1200	800	800	800	1200
1500	-	-	800	800

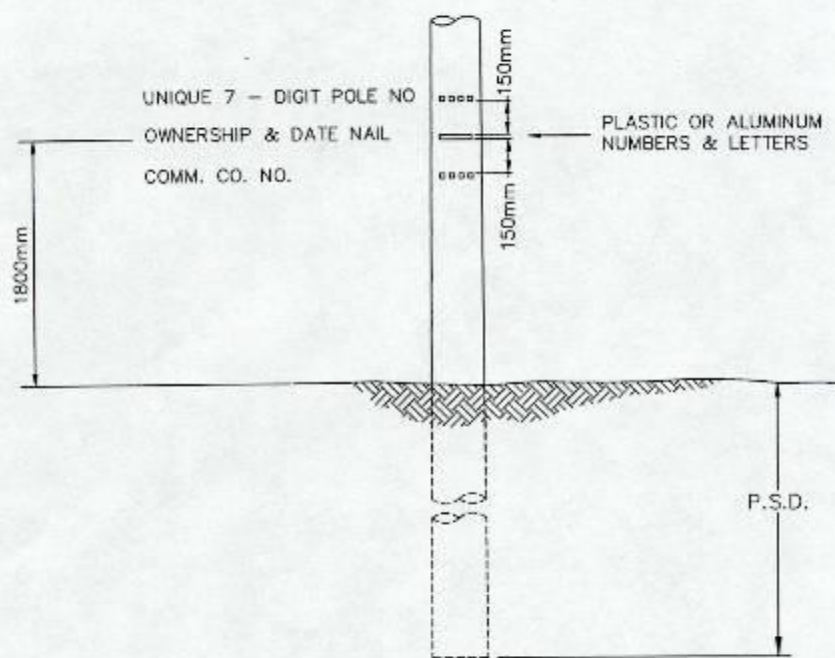
NOTES:

1. A METAL POLE CRIB CONSISTS OF FOUR SEMI-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 600 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

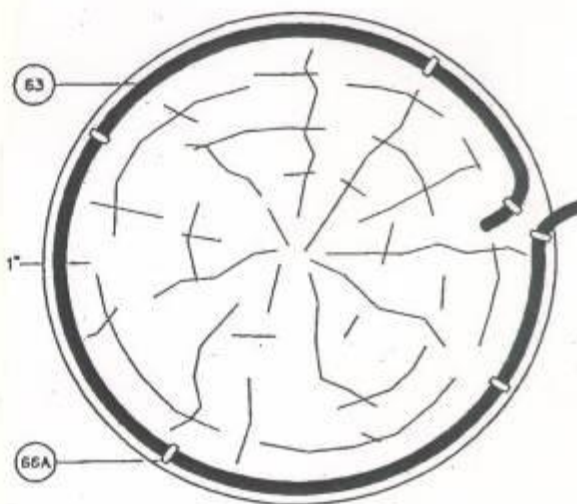
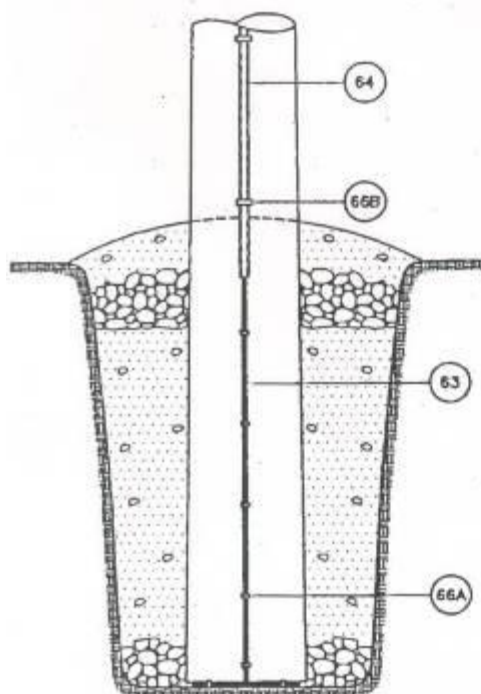
18.05.5 Reuse of Wood Poles

- (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.

18.06 Grounding and Bonding

- (a) Grounding coils shall be placed in accordance with the installation details as shown on the attached drawing, 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 the attached drawing.
- (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 the attached drawing.
- (c) Communication Guys that are not effectively grounded through the strand bolt shall be bonded to the strand as shown on the attached drawing.

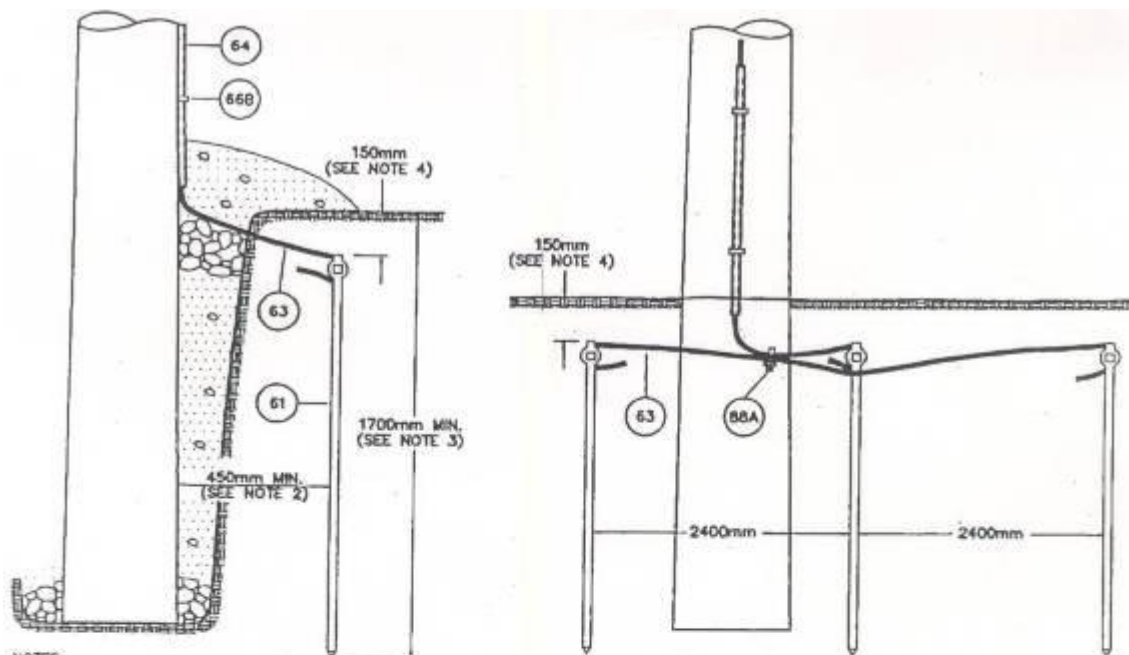


**GROUND COIL DETAILS
BUTT SECTION**

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

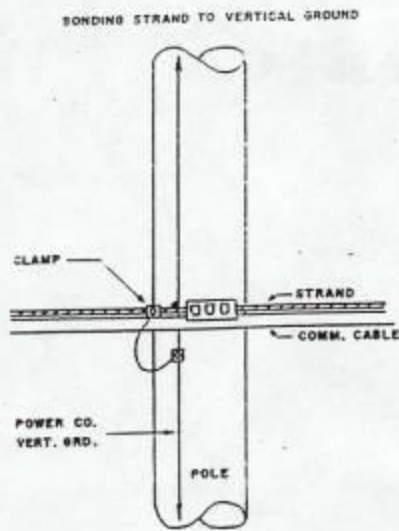


NOTES:

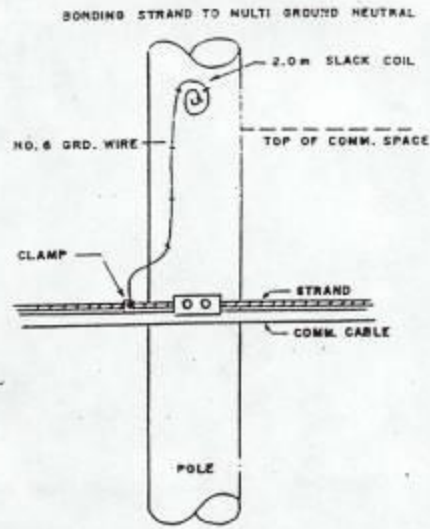
1. A GROUND ROD IS TO BE USED WHERE IT IS IMPRACTICAL TO INSTALL A GROUND COIL.
2. GROUND RODS SHALL BE INSTALLED IN UNDISTURBED EARTH (AT LEAST 450mm FROM WOOD POLES) TO ENSURE THE BEST POSSIBLE CONTACT WITH THE SOIL.
3. THE GROUND ROD SHALL BE DRIVEN VERTICAL. IF THIS IS NOT POSSIBLE THE GROUND ROD 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

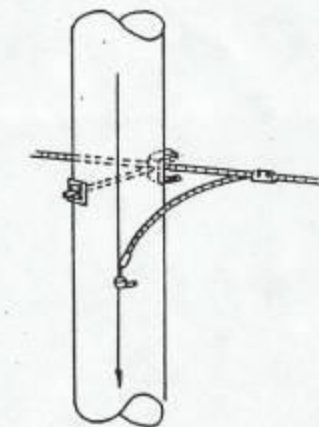
STANDARD GROUND ROD INSTALLATION DETAILS



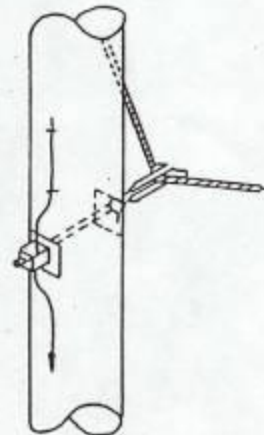
COMMUNICATION CONNECTION



POWER CONNECTION

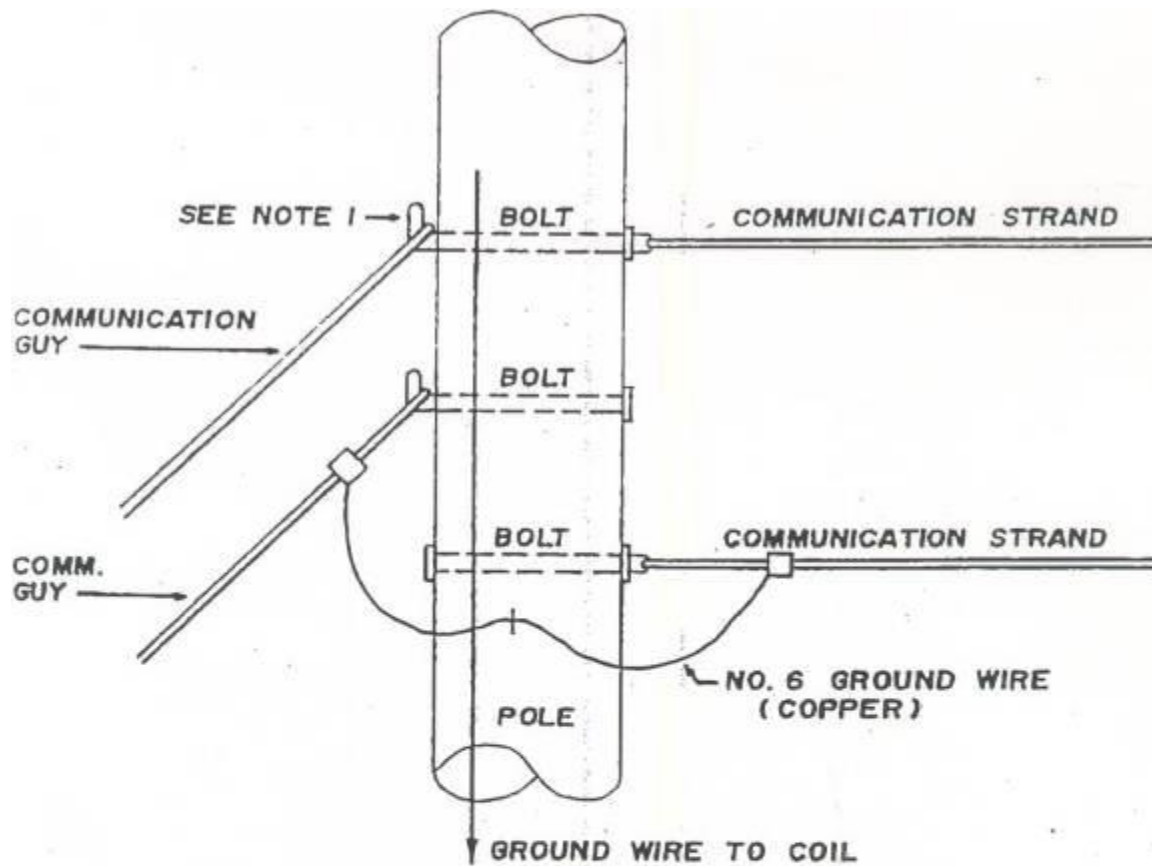


CONNECTION - GROUND WIRE TO
NEUTRAL - "B" STRUCTURE



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

18.07 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 - 5.4 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 Pole Line shall be located in the center of the easement.

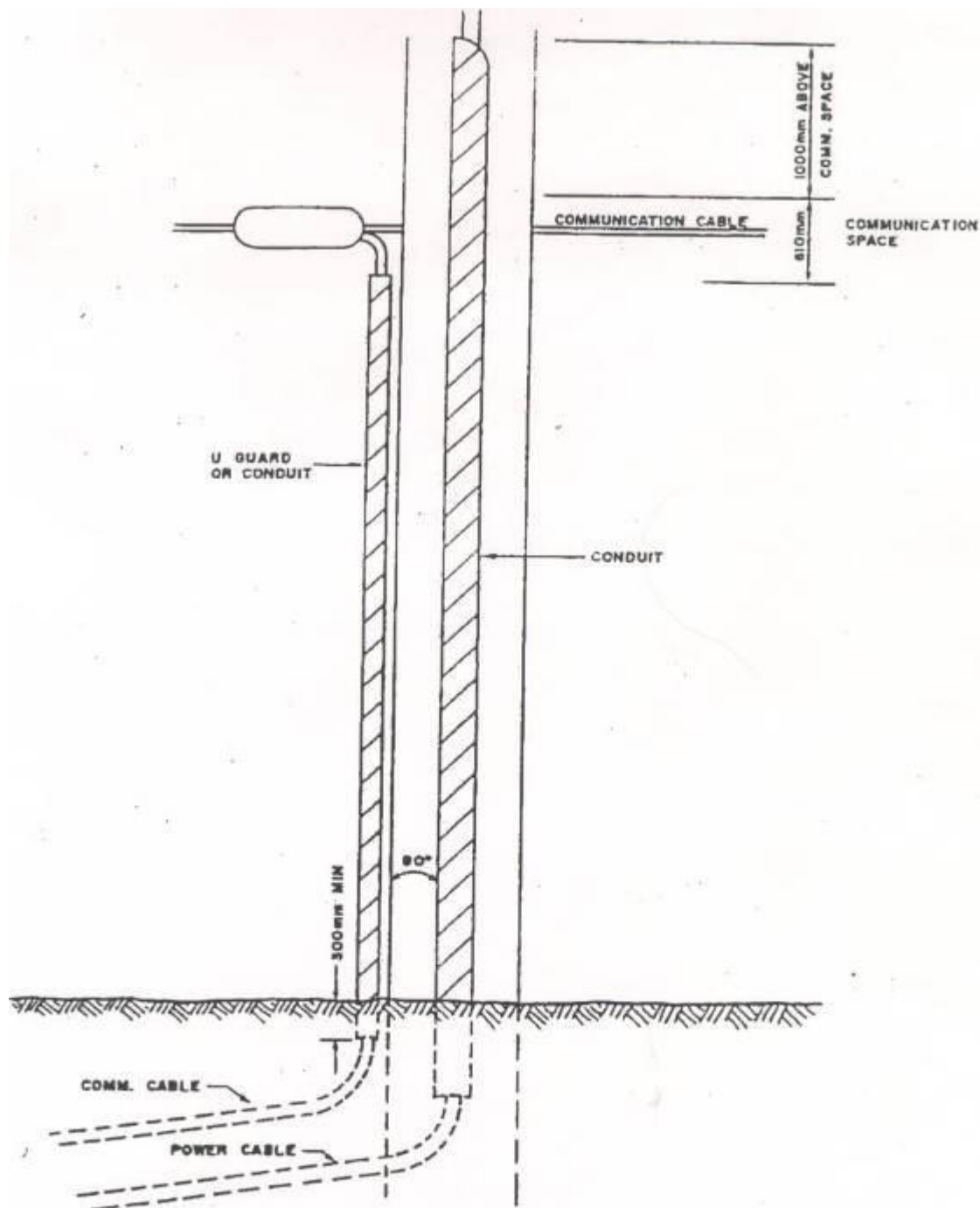
18.08 Line Clearing and Tree Trimming

- (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 5.4 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. All work near energized power lines shall be completed in accordance with Newfoundland Power's then current safety policies, standards and procedures. Once cleared, Newfoundland Power and Bell Aliant 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 1.8 metre radius when adjacent to

primary conductor and/or 0.9 metre radius 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.

18.09 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 the following page.



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

18.10 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



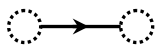
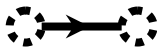
Wood Pole - Joint Use, Indicate Height and Class



Foreign Owned Pole



Downguy and



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 (Fl.) & Class (Other Than 4) Ex. O 35-3
□ ■ NP STEEL POLE	Indicate Pole Height (Fl.)
— G1 — SINGLE DOWN GUY	
— G2 — DOUBLE DOWN GUY	Indicate Guy Type, Anchor Size & Minimum Lead (Fl.) Ex. G1-3/4-18
— G3 — OVERHEAD GUY	
— G4 — SIDEWALK GUY	
— OVERHEAD 3# PRIMARY CONDUCTOR	
— OVERHEAD 2# PRIMARY CONDUCTOR	Indicate Size & Type Ex. 1/0 AASC
— OVERHEAD 1# PRIMARY CONDUCTOR	
— OVERHEAD DUPLEX #6 ASC WP	
— OVERHEAD 3 WIRE SECONDARY WP	Indicate Size & Type Ex. 2/0 AASC
— OVERHEAD 4 WIRE SECONDARY WP	
— OVERHEAD TRIPLEX ASC WP	
— OVERHEAD QUADRIplex	Indicate Size Ex. #2 G
— SECONDARY BUS BREAK	
— U — UNDERGROUND 3# PRIMARY CABLE	Indicate Size, Type & Voltage (kV) Ex. U-500-PILC-15
— U — UNDERGROUND 1# PRIMARY CABLE	
— PRIMARY AERIAL CABLE	
— U — UNDERGROUND DUPLEX CABLE PE/PVCJ	Indicate Size & Number Of Runs Ex. U-#2-5
— U(T) — UNDERGROUND TRIPLEX CABLE PE/PVCJ	
— U — UNDERGROUND 3 WIRE SECONDARY CABLE	Indicate Size
— U — UNDERGROUND 4 WIRE SECONDARY CABLE	
— CUSTOMER OWNED PLANT	
△ 1# TRANSFORMER 120/240 VOLT	Indicate kVA
△ OPEN DELTA TRANSFORMER BANK	Indicate kVA & Secondary Voltage Ex. 75-120/208
△ 3# TRANSFORMER BANK	
□ 3# PADMOUNT TRANSFORMER	
□ 1# PADMOUNT TRANSFORMER	Indicate kVA
□ PRIMARY METERING TANK	
— CAPACITOR	Indicate kvar
— VOLTAGE REGULATOR	Indicate Amps
□ LUMINAIRE	Indicate Type & Wattage Ex. 100 6-150

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
6	STANDARD LUMINAIRE 6' 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

SECTION 19 – INSPECTION AND PLANNED MAINTENANCE

19.01 Inspection Type and Frequency

All overhead primary distribution lines are required to have a minimum of one detailed ground inspection every seven (7) years.

Distribution vegetation management requires that distribution lines are inspected every three and a half years (3 1/2) for brush clearing and tree trimming. These inspections will be completed as part of the distribution line inspection every seven (7) years, and as a drive-by inspection once in between.

19.02 Asset Management System

Newfoundland Power and Bell Aliant agree to collect and store inspection information as each Party deems appropriate. Both Parties agree to share their respective inspection information and explore mechanisms whereby the information can be shared electronically if economical.

19.03 Distribution Line Inspections (7 Year Cycle)

Guidelines for detailed ground inspections of distribution lines and the associated record-keeping procedures are as follows:

- Personnel performing inspections shall use the necessary equipment to assist in the evaluation of distribution line components. For example, binoculars, plumb bob, hammer, core sampler, screwdriver, crescent wrench, digital camera may be needed.
- Inspection personnel shall assign a maintenance priority for each deficiency identified. This priority shall establish when corrective action is required (more information on assigning priority is given in Appendix A - Deficiency Reference Tables).
- Reasonable judgment is required in determining if something should be recorded as a deficiency. Each structure must be analyzed from the perspectives of public safety, employee safety, reliability and environment to determine if action is warranted. For example;
 - It is not the intent to bring all existing plant up to the current construction standards. Simply because a structure is not built to the latest construction standard does not mean it is deficient.
 - It is not the intent to record every minor deficiency even if it does warrant a repair. For example, if the inspector determines that a minor chip in a Pole does not undermine the strength of the Pole and poses no danger to public or employee safety, reliability or environment, then it should not be entered into the maintenance system as a deficiency.

19.04 Distribution Vegetation Management Inspections (7 Year Cycle)

A distribution line shall have a vegetation inspection completed twice every seven (7) years. This inspection shall be completed as part of the distribution line ground inspection every seven (7) years, and as a drive by inspection once in between. The inspection should be documented.

A vegetation deficiency can be one of two types. (1) A brush clearing deficiency which requires the entire width of the right of way to be cleared. A single brush clearing deficiency may cover an area several kilometers long. (2) A tree trimming deficiency in which a single tree or several trees at the same location are contacting or are in danger of contacting the line and will need to be trimmed. Each tree or small group of trees at the same location is considered a single deficiency.

To assign a priority to the vegetation deficiency, the inspector must take into consideration the details of the vegetation growth, as well as the following:

- Public and employee safety;
- The physical location of the line (populated or remote area, near existing roadways or cross-country, etc.); and
- The anticipated growth rate (depending on the type of vegetation).

19.05 Distribution Line Component Inspection Guidelines

Distribution line inspections require evaluation of the following components. For each component there are guidelines to follow during inspections. These guidelines do not cover all possible deficiencies that may exist on each component, and reasonable judgement must be used by the inspector in identifying and prioritizing deficiencies.

Structures

Wood Poles:

During each distribution line inspection, all wood poles require a detailed visual inspection. Depending on the results of the visual inspection a sounding test may be performed. If the visual inspection and/or the sounding test indicate a problem, a core-sampling test may be performed to aid in the evaluation of the pole.

- Inspect and determine condition of pole at ground line and above for rotting, deterioration, splitting, cracks, breaks, burns, woodpecker holes, insect infestation and plumbness.
- Ensure pole is properly backfilled and not undermined.
- Where applicable, inspect condition of crib timber. Ensure crib is properly rock filled.
- Check structure for plumbness or any degree of misalignment.

- Check for structure number tags.
- Ensure that pole grounds are installed on all poles with transformers on them. Ensure that it is rigidly supported, it has not been cut and a ground guard is present and secured

Hardware

Anchors and Guys:

- Inspect Guys and pre-formed grips for wear, breaks, slackness and corrosion.
- Ensure Guy guards are secure and installed on every guy wire. A missing Guy guard is a significant public safety issue and should be classified as high priority.
- Inspect Anchor rod and backfill conditions. Check for Anchor rod damage. Ensure Anchor is not undermined or pulling. Ensure that Anchor eye is above ground level.
- Check that all Guys are either insulated or effectively grounded to neutral/ground wire.
- Any Anchor rods with no Guy attached should be identified as a high priority work order if the Guy is required or cut off by the inspector on-site if the Guy is not required.

Vegetation and Right of Way

To assign a priority to the vegetation deficiency, the inspector must take into consideration the details of the vegetation growth, as well as the following

- Public and employee safety;
- The physical location of the line (populated or remote area, near existing roadways or cross-country, etc.); and
- The anticipated growth rate (depending on the type of vegetation).

Brush Clearing:

- Check condition of vegetation growth along right-of-way.
- When recording a brush clearing vegetation deficiency, be sure to record information on the type of brush to be cleared (deciduous or coniferous), the density of brush to be cleared (Light, Medium, Heavy), the average height of the brush, and the start and end points of the section on line requiring brush clearing.
- Check for danger trees that may contact the conductor or trees close to the line that can be easily climbed. Public safety, in particular that of children or teenagers climbing trees is a concern. Remember that a person's weight on a weak branch could cause it to deflect enough to contact the line.

Tree Trimming:

Public safety and reliability are important factors in determining the priority of the danger tree deficiency. When recording a danger tree deficiency, it is important to make the following considerations:

- Whether the tree is in close proximity to the energized high-voltage conductors such that it may make contact. Consider that a branch may swing or bend into the line due to the weight of a climber, wind or buildup of snow or ice.
- Whether the tree is easily accessed from the ground and climbable.
- Whether individuals who are possibly interested in climbing the tree frequently visit the site that the tree occupies.

Encroachments:

- Check for encroachments by foreign structures, unauthorized excavation or fill areas, etc. These should be identified as a deficiency if the inspector judges them to be a public safety hazard.

19.06 Maintenance Classifications

All defects identified through the inspection process are given one of six classifications based on the nature of the abnormal condition. Unless otherwise stated or directed, the response times shall be as follows:

PRIORITY	RESPONSE TIME
Emergency	Immediate
TD1	1 Week
TD2	1 Month
TD3	6 Months
TD4	Next Budget Cycle
TD5	Next Budget Cycle

SECTION 20 - EMERGENCY MAINTENANCE

1. Customer trouble calls are reported to Newfoundland Power's system control centre (SCC), Bell Aliant's contact centre and Bell Aliant's surveillance centre.
2. Based on the information received, the severity of the trouble call will be determined as follows:

- i. **Call out Level 1 Response**

Minor damage has occurred, customer interruptions are limited to less than three (3) hours and service can be restored promptly;

- ii. **Call out Level 2 Response**

Moderate damage has occurred, customer interruptions are widespread and service restoration will take more than two (2) hours; or

- iii. **Call out Level 3 Response**

Damage to the electrical/communications system is extensive, interruptions are widespread and service restoration will take more than six (6) hours.

3. For calls requiring a **Level 1 Response**:

- i. A trouble crew is dispatched for a field visit;
 - ii. The trouble crew assesses the damage and either:
 - Completes the necessary repair work and reports the call as being closed; or
 - Notifies the dispatcher that damage has occurred to the Joint Use partner's facilities and the crew is not able to effect repairs (example: broken wires or a broken pole); and
 - iii. The dispatcher reports the damage to the Joint Use partner's facilities to the Joint Use partner.

4. For calls requiring a **Level 2 response**:

- i. The dispatcher notifies the Joint Use partner and dispatches a trouble crew and the on call supervisor;

- ii. The on call supervisor assesses the damage and either:
 - Completes the necessary repairs using the trouble crew, or
 - Notifies the Joint Use partner that the partner's facilities are damaged and must dispatch resources to make the necessary repairs.
5. For calls requiring a **Level 3 Response**:
- i. The dispatcher notifies the Joint Use partner and the on call supervisor;
 - ii. The on call supervisor, in consultation with the Joint Use partner, arranges to have resources assigned to the service restoration effort; and
 - iii. The service restoration team provides updates to management and others as required.

Appendix A - Deficiency Reference Tables

Wood Poles						
DEFICIENCY	EMERGENCY	TD1	TD2	TD3	TD4	TD5
Damaged	Broken	Serious Horizontal Cracks				
Pole Rot		Rotted to Imminent Failure			Rotted - Failed Core Test	
Woodpecker Holes					Severe Woodpecker Holes	
Unauthorized Attachments						Unauthorized Attachments
Off Vertical	Severe Lean - Failure Imminent				Lean >20° Unloaded or >15° Loaded	
Pole Crib	Major Frame Damage - No Longer Supporting Pole				Frame Damaged - Rocks Becoming Loose	
Pole Ground	Grounds Cut or Broken Near Ground Level Repaired by Planner During Inspection				Grounds Cut or Broken Above Ground Level	Ground Cover Missing Staples Missing Ground Rod Exposed No Pole Ground Installed
Backfilling	Large Hole – Public Safety Hazard		Pole Not Supported			

Anchors and Guys						
DEFICIENCY	EMERGENCY	TD1	TD2	TD3	TD4	TD5
Guard Missing	Replaced by Planner During Inspection					
Preform Rusting			C or E Structure		All Others	
Loose Guy					Loose Guy	
Preform Unravelling			C or E Structure		All Others	
Broken Guy	C or E Structure or Public Safety		All Others			
Broken Rod or Fitting	C or E Structure or Public Safety		All Others			
Backfilling	Large Hole – Public Safety Hazard		Pole Not Supported		Pole Support Uncompromised	
Anchor Buried					Rotting preform	Stable
Ungrounded / Uninsulated	Pole has damaged insulators or damaged porcelain cutout		Rock anchor, undamaged 2-piece or 8080 insulators or porcelain cutout			All other ungrounded or uninsulated guys

Underground Cables/Conduit/Guards						
DEFICIENCY	EMERGENCY	TD1	TD2	TD3	TD4	TD5
Guard Loose			Guard Hanging Off			Guard Loose
Guard Missing		High Traffic Pedestrian Area		Low Traffic Area		
Cable Damaged	Cable Severely Damaged/Broken			Jacket Damaged		
Pothead Damaged				Excessive Pitch Leaking		Minor Pitch Leaking
Cracked/Broken Bushing	Broken	Insulator Severely Cracked				Minor or Moderate Chips or Cracks, Skirts Missing

Vegetation and Right-of-Way						
DEFICIENCY	EMERGENCY	TD1	TD2	TD3	TD4	TD5
Tree Trimming	Touching Conductor or Showing Signs of Burning			Within 2ft of Primary Conductor		
Brush Clearing	Touching Conductor or Showing Signs of Burning			Within 2ft of Primary Conductor	Above Neutral but Greater than 2ft from Primary Conductor	
Encroachments						Encroachments

Appendix B - 2011 Estimated Third Party Revenue Sharing

Appendix B

2011 Estimated Third Party Revenue Sharing¹

A. Attachments and Revenue	Mainline Poles		Service Poles		Total
Estimated Attachments	101,438		11,162		112,600
Estimated Revenue	\$1,507,978		\$165,934		\$1,673,912
B. Sharing (Annual)	Common ²	Incremental	Common ³	Incremental	Total
Revenue Breakdown	\$973,805	\$534,173	\$0	\$165,934	\$1,673,912
BA ⁴ Share (%)	62.5	37.5	62.5	37.5	
NP ⁵ Share (%)	37.5	62.5	37.5	62.5	
BA Share (\$)	608,628	200,315	0	62,225	871,168
NP Share (\$)	<u>365,177</u>	<u>333,858</u>	<u>0</u>	<u>103,709</u>	<u>802,744</u>
	973,805	534,173	0	165,934	1,673,912
C. Sharing (Monthly)					
BA Share (\$)	50,719	16,693	0	5,185	72,597
NP Share (\$)	<u>30,431</u>	<u>27,822</u>	<u>0</u>	<u>8,642</u>	<u>66,895</u>
	81,150	44,514	0	13,828	139,493

2011 Monthly Estimated Revenue Sharing

	BA Share	NP Share	Total
January	\$72,597	\$66,895	\$139,493
February	72,597	66,895	139,493
March	72,597	66,895	139,493
April	72,597	66,895	139,493
May	72,597	66,895	139,493
June	72,597	66,895	139,493
July	72,597	66,895	139,493
August	72,597	66,895	139,493
September	72,597	66,895	139,493
October	72,597	66,895	139,493
November	72,597	66,895	139,493
December	<u>72,597</u>	<u>66,895</u>	<u>139,493</u>
Total	\$871,168	\$802,744	\$1,673,912

¹ To the extent that the total revenue collected by Newfoundland Power from third parties for attachment to poles in its territory for 2011 exceeds the total estimated revenue on this Appendix B, the related number of attachments will first be derived from the additional revenue and then the number of additional attachments and revenue will be added to mainline poles and shared on the basis illustrated in this Appendix B.

² Common rate for mainline poles is \$9.60

³ Common rate for Service Poles is \$0

⁴ BA Means Bell Aliant

⁵ NP means Newfoundland Power

Appendix C - Sacrificed Value of Poles

Appendix C

Sacrifice Value of Poles 2011

Age	Percent Condition	Pole (\$)	Anchor (\$)
0	100.000%	1,540.00	382.00
1	96.466%	1,485.58	368.50
2	93.315%	1,437.05	274.21
3	90.319%	1,390.91	265.40
4	87.428%	1,346.39	256.91
5	84.616%	1,303.09	248.64
6	81.873%	1,260.84	240.58
7	79.188%	1,219.50	232.69
8	76.559%	1,179.01	224.97
9	73.979%	1,139.28	217.39
10	71.449%	1,100.31	209.95
11	68.966%	1,062.08	202.66
12	66.528%	1,024.53	195.49
13	64.136%	987.69	188.46
14	61.789%	951.55	181.57
15	59.487%	916.10	174.80
16	57.230%	881.34	168.17
17	55.002%	847.03	161.62
18	52.858%	814.01	155.32
19	50.742%	781.43	149.11
20	48.676%	749.61	143.03
21	46.660%	718.56	137.11
22	44.866%	690.94	131.84
23	42.783%	658.86	125.72
24	40.924%	630.23	120.26
25	39.119%	602.43	114.95
26	37.369%	575.48	109.81
27	35.675%	549.40	104.83
28	34.036%	524.15	100.01
29	32.452%	499.76	95.36
30	30.923%	476.21	90.87
31	29.448%	453.50	86.53
32	28.025%	431.59	82.35
33	26.653%	410.46	78.32
34	25.328%	390.05	74.43
35	24.047%	370.32	70.66
36	22.808%	351.24	67.02
37	21.607%	332.75	63.49
38	20.441%	314.79	60.07
39	19.307%	297.33	56.73
40	18.204%	280.34	53.49
41	17.132%	263.83	50.34
42	16.088%	247.76	47.27

Appendix C

Sacrifice Value of Poles 2011

Age	Percent Condition	Pole (\$)	Anchor (\$)
43	15.073%	232.12	44.29
44	14.083%	216.88	41.38
45	13.117%	202.00	38.54
46	12.171%	187.43	35.76
47	11.357%	174.90	33.37
48	10.651%	164.03	31.30
49	9.961%	153.40	29.27
50	9.284%	142.97	27.28

Appendix D - Structural Value of Poles

Appendix D

Structural Value of Poles 2011

<u>Age</u>	<u>Percent Condition</u>	<u>NBV</u>
0	100.00%	\$1,540.00
1	96.38%	\$1,484.25
2	92.76%	\$1,428.50
3	89.14%	\$1,372.76
4	85.52%	\$1,317.01
5	81.90%	\$1,261.26
6	78.28%	\$1,205.51
7	74.66%	\$1,149.76
8	71.04%	\$1,094.02
9	67.42%	\$1,038.27
10	63.80%	\$ 982.52
11	60.18%	\$ 926.77
12	56.56%	\$ 871.02
13	52.94%	\$ 815.28
14	49.32%	\$ 759.53
15	45.70%	\$ 703.78
16	42.08%	\$ 648.03
17	38.46%	\$ 592.28
18	34.84%	\$ 536.54
19	31.22%	\$ 480.79
20	27.60%	\$ 425.04
21	23.98%	\$ 369.29
22	20.36%	\$ 313.54
23	16.74%	\$ 257.80
24	13.12%	\$ 202.05
25	9.50%	\$ 146.30
26	5.88%	\$ 90.55
27	2.26%	\$ 34.80
28	0.00%	\$ 1.00

Appendix E - Transfer Cost Factors

Appendix E

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

Pole Age	Factor
26	0.51
27	0.49
28	0.46
29	0.44
30	0.42
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 pole ages over 50 years, the value listed for 50 years will apply.