

IN THE MATTER OF the *Public Utilities Act*, (the "Act"); and

IN THE MATTER OF an application by Newfoundland Power Inc., ("Newfoundland Power") for an Order pursuant to Sections 41 and 53 of the Act, and all other enabling powers:

- (a) for approval of the purchase by Newfoundland Power of certain additions to its property and assets; and
- (b) for approval of an agreement concerning the terms and conditions upon which Aliant Telecom Inc. ("Aliant") shall jointly use certain facilities of Newfoundland Power.

The Agreements

SUPPORT STRUCTURES PURCHASE AGREEMENT

THIS AGREEMENT made as of the 1st day of January, 2001.

BETWEEN:

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

(the "Vendor")

- and -

NEWFOUNDLAND POWER INC., a corporation incorporated
under the laws of the Province of Newfoundland,

(the "Purchaser")

WITNESSES that for and in consideration of the respective covenants, undertakings, promises, agreements, representations, warranties and indemnities of the parties hereto herein contained, the sum of \$1.00 paid by each party hereto to the other on or before the execution and delivery of this Agreement and for other good and valuable consideration (the receipt and sufficiency of which are hereby acknowledged by each party hereto), the parties hereto hereby agree as follows:

ARTICLE I

INTERPRETATION

1.1 Defined Terms

For the purposes of this Agreement, including the schedules annexed hereto, unless the context or subject matter otherwise requires, the following terms shall have the respective meanings set forth in this section 1.1 and grammatical variations of such terms shall have corresponding meanings:

"Affiliate" has the meaning ascribed thereto under the *Corporations Act* (Newfoundland);

"Agreement", "this Agreement", "the Agreement", "hereto", "hereof", "herein", "hereby", "hereunder" and similar expressions mean or refer to this Agreement, including all schedules hereto, as the same may be amended or supplemented from time to time in writing between the parties hereto in accordance with the provisions hereof;

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

"Article", "section", and "subsection" mean and refer to the specified Article, section or subsection of this Agreement;

"Assigned Contracts" has the meaning set forth in section 2.6;

"Buried Construction" means the trench or any underground duct work in which wires, materials or apparatus are located;

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

"CATV Company" means a person licensed by the CRTC to distribute cable television or telecommunication signals with attachments to the Facilities;

"Claim" has the meaning set forth in section 12.3;

"Closing" means the closing of the purchase and sale of the Purchased Assets at the time and in the manner provided for in Article XI hereof;

"Closing Date" means the day calculated in accordance with section 11.2, or such other date as the Vendor and the Purchaser may mutually determine;

"Communication Space" means that area of a Pole, no less than two feet in length, to which the Vendor affixes its attachments and of which the Vendor maintains control, including the right to issue permits in relation thereto, and which area adequately provides for vertical design clearances and separations in accordance with CSA Standard CAN3 – C22.3 no. 1 – M87, clause 4, providing for adequate clearances for power conductors in the span, between communication cables and the ground and adequate safe working space;

"Contract" means the portion or portions of any indemnity or warranty relating to the Purchased Assets or the portion or portions of any management, construction, supply, service, maintenance, operating or security agreement or commitment relating to the Purchased Assets;

"CRTC" means the Canadian Radio-television and Telecommunications Commission;

"Due Diligence Date" has the meaning set forth in section 3.1;

"Effective Date" means January 1, 2001;

"Environmental Laws" has the meaning set forth in subsection 5.16(a);

"Environmental Permits" has the meaning set forth in subsection 5.16(b);

"ETA" means Part IX of the *Excise Tax Act* (Canada), as amended from time to time;

"Facilities" means, collectively, Poles, Anchors, guys, including the Vendor's guys attached to the Purchaser's poles, Grounding Systems, Pole cribs, related hardware and Real Property but does not include Buried Construction;

"Facilities Partnership Agreement" means an agreement between the parties hereto governing the Vendor's use of the Facilities and related matters, all as may be agreed between the parties;

"Governing Body" means any body having legislative or regulatory powers affecting either party hereto, including, without limitation, the PUB, the CRTC and federal, provincial, municipal or other authorities having jurisdiction over either party hereto or its business;

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

"Hazardous Substances" has the meaning set forth in subsection 5.16(a);

"Holding Body Corporate" has the meaning ascribed thereto under the *Corporations Act* (Newfoundland);

"HST" means all taxes payable under the ETA or under any provincial legislation similar to the ETA, and any reference to a specific provision of the ETA or any such provincial legislation shall refer to any successor provision thereto of like or similar effect;

"Hydro" means the Newfoundland and Labrador Hydro-Electric Corporation, a corporation continued pursuant to the provisions of the *Hydro Corporation Act*;

"Indemnified Party" has the meaning set forth in section 12.3;

"Indemnifying Party" has the meaning set forth in section 12.3;

"Joint Use Agreement" means the agreement dated as of January 1, 1994 made between Newfoundland Telephone Company Limited and Newfoundland Light & Power Co. Limited and entitled "Joint Use Agreement";

"Joint Use Pole" means a Pole Unit used as of the date hereof by both parties hereto pursuant to the Joint Use Agreement;

"Licences" has the meaning set forth in section 5.10;

"Losses" means, in respect of any matter, all claims, demands, proceedings, losses, damages, liabilities, deficiencies, costs and expenses (including, without limitation, all legal and other professional fees and disbursements, interest, penalties and amounts paid in settlement) arising

directly or indirectly as a consequence of such matter, as the same are either agreed upon by the parties or as determined through adjudication by a body having jurisdiction ;

"Net Book Value" means an amount equal to the original investment by the Vendor in Facilities as reflected on the books of the Vendor less accumulated depreciated expense for that investment, determined in accordance with generally accepted accounting principles;

"Non-Joint Use Pole" means a Pole Unit in the Region other than a Joint Use Pole;

"Permitted Encumbrances" means:

- (i) liens for taxes, assessments and governmental charges due and being contested in good faith and diligently by appropriate proceedings (and for the payment of which adequate provision has been made);
- (ii) servitudes, easements, restrictions, rights-of-way and other similar rights in Real Property or any interest therein, provided the same are not of such nature as to materially adversely affect the use of the Real Property subject thereto;
- (iii) liens for taxes either not due and payable or due but for which notice of assessment has not been given;
- (iv) undetermined or inchoate liens, charges and privileges incidental to current construction or current operations and statutory liens, charges, adverse claims, security interests or encumbrances of any nature whatsoever claimed or held by any governmental authority that have not at the time been filed or registered against the title to the asset or served upon the Vendor pursuant to law or that relate to obligations not due or delinquent;
- (v) assignments of insurance provided to landlords (or their mortgagees) pursuant to the terms of any lease, and liens or rights reserved in any lease for rent or for compliance with the terms of such lease;
- (vi) security given in the ordinary course of the Vendor's business to any public utility, municipality or government or to any statutory or public authority in connection with the operations of the business, other than security for borrowed money;
- (vii) the reservations in any original grants from the Crown of any Real Property or interest therein and statutory exceptions to title, which do not materially detract from the value of the Real Property concerned or materially impair its use in the operation of the business; and,
- (viii) the encumbrances described in Schedule 3;

"Pole" means a utility pole located within the Region, owned exclusively by the Vendor and used in whole or in part to distribute telecommunications signals;

"Pole Ownership Agreement" means the agreement dated as of January 1, 1994, made between Newfoundland Telephone Company Limited and Newfoundland Light & Power Co. Limited and entitled "Pole Ownership Agreement";

"Pole Unit" means a Facility other than the Real Property on which it is located;

"PUB" means the Board of Commissioners of Public Utilities of the Province of Newfoundland;

"Purchase Price" has the meaning set forth in section 4.1;

"Purchased Assets" has the meaning set forth in section 2.1;

"Purchaser" means Newfoundland Power Inc., a corporation incorporated under the laws of the Province of Newfoundland;

"Real Property" means a one-half undivided interest in and to all the right, title and interest of the Vendor in and to all rights-of-way, easements and other interests in real property owned exclusively by the Vendor, located in the Region and used by the Vendor in connection with the installation, operation and maintenance of Facilities;

"Region" means the island portion of the Province of Newfoundland;

"Subsidiary" has the meaning ascribed thereto under the *Corporations Act* (Newfoundland);

"Time of Closing" means 10:00 a.m. (Newfoundland time) on the Closing Date, or such other time on the Closing Date as the Vendor and the Purchaser may mutually determine; and

"Vendor" means Aliant Telecom Inc., a corporation amalgamated under the laws of Canada.

1.2 Currency

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

1.3 Sections and Headings

The division of this Agreement into Articles, sections and subsections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement.

1.4 Number, Gender and Persons

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

1.5 Accounting Principles

Any reference in this Agreement to generally accepted accounting principles refers to generally accepted accounting principles that have been established in Canada, including those approved from time to time by the Canadian Institute of Chartered Accountants or any successor body thereto and those mandated by Governing Bodies.

1.6 Entire Agreement

This Agreement constitutes the entire agreement between the parties with respect to the subject matter hereof and supersedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations, warranties or other provisions, express or implied, collateral, statutory or otherwise, relating to the subject matter hereof except as herein provided.

1.7 Time of Essence

Time shall be the essence of this Agreement.

1.8 Applicable Law

This Agreement shall be construed, interpreted and enforced in accordance with, and the respective rights and obligations of the parties shall be governed by, the laws of the Province of Newfoundland and the federal laws of Canada applicable thereto, and each party irrevocably submits to the jurisdiction of the courts of the Province of Newfoundland and all courts competent to hear appeals therefrom.

1.9 Successors and Assigns

This Agreement shall enure to the benefit of and shall be binding on and enforceable by the parties and, where the context so permits, their respective successors and permitted assigns. Subject to section 13.5, neither party may assign any of its rights or obligations hereunder without the prior written consent of the other party.

1.10 Severability

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

1.11 Amendments and Waivers

No amendment or waiver of any provision of this Agreement shall be binding on either party unless consented to in writing by such party. No waiver of any provision of this Agreement shall constitute a waiver of any other provision nor shall any waiver constitute a continuing waiver unless otherwise provided.

1.12 Schedules

The following Schedules are attached to and form part of this Agreement:

Schedule 1 - Assigned Contracts

Schedule 2 - Licences and Permits

Schedule 3 - Permitted Encumbrances

Schedule 4 - Legal and Regulatory Proceedings

Schedule 5 - Regulatory Consents

Schedule 6 - Third Party Consents

Schedule 7 - Environmental Matters

Schedule 8 - Commitments

ARTICLE II

PURCHASE AND SALE OF PURCHASED ASSETS

2.1 Purchased Assets

(a) Subject to the provisions of this Agreement, the Vendor agrees to sell, assign and transfer to the Purchaser and the Purchaser agrees to purchase from the Vendor, on the Closing Date but effective as of the Effective Date, all the right, title and interest of the

Vendor in and to:

- (i) all Facilities located within the Region;
- (ii) all inventories of replacement or additional parts for Facilities, other than guy and strand, in the possession or under the control of the Vendor;
- (iii) all Assigned Contracts applicable within the Region;
- (iv) all Licences including, without limitation, those described in Schedule 2;
- (v) all books, records, lists, material, data, manuals and files relating to the ownership, maintenance, repair and operation of the Facilities; and
- (vi) the right to bill and collect monies from third parties with respect to attachments to Facilities, as of and from the Effective Date.

(collectively, the "Purchased Assets") for and in consideration of the Purchase Price.

(b) The parties hereby acknowledge that the Facilities included in the Purchased Assets constitute 40 per cent of all Joint Use Poles located within the Region and 100 per cent of all Non-Joint Use Poles located within the Region and that the remaining 60 per cent of all Joint Use Poles are owned by the Purchaser. The parties hereby agree that undivided interests in and to the Facilities shall be sold, assigned and transferred to and purchased by the Purchaser pursuant to this Agreement in accordance with the following:

Date of Payment of Purchase Price Installment	Undivided Interest in Facilities Transferred
Closing Date	50%
January 1, 2002	20%
January 1, 2003	10%
January 1, 2004	10%
January 1, 2005	10%

and that all responsibility and liability for and in respect of, and all risk associated with, all Claims or Losses shall be shared by the parties hereto in accordance with the following:

As of and from	Joint Use Poles		Non-Joint Use Poles used by Vendor	
	<u>Vendor</u>	<u>Purchaser</u>	<u>Vendor</u>	<u>Purchaser</u>
Closing Date	20%	80%	50%	50%
January 1, 2002	10%	90%	28%	72%
January 1, 2003	5%	95%	17%	83%
January 1, 2004	2%	98%	6%	94%
January 1, 2005	0%	100%	0%	100%

2.2 Initial Deliveries by Vendor

The Vendor shall within 14 days of the execution and delivery of this Agreement by both parties, make available to the Purchaser, for inspection and copying, the following:

- (a) originals or true copies of all Contracts relating in whole or in part to the Purchased Assets and all files relating to such Contracts;
- (b) copies of such title documents, surveys, real property reports or location certificates in respect of the Real Property as are in the possession or under the control of the Vendor;
- (c) copies of all environmental studies or reports relating to the Purchased Assets of which the Vendor is aware and which are in its possession or under its control including, without limitation, those set forth in Schedule 7;
- (d) originals or true copies of all inventories of replacement or additional parts for the Facilities, other than guy and strand, in the possession or under the control of the Vendor;
- (e) a list of all litigation affecting the Purchased Assets as of the date of this Agreement;
- (f) copies of all other documents in the possession or under the control of the Vendor which are relevant in whole or in part to the Purchased Assets including, without limitation, all agreements with Governing Bodies, all easements, rights-of-way, license agreements, any orders or notices received from any Governing Body, Real Property assessments, realty taxation notices or statements and all reports, test results, surveys or studies relating in whole or in part to the Purchased Assets;
- (g) true copies of all Licences;

- (h) true copies of all management or service Contracts and written details of any oral Contracts relating in whole or in part to the Purchased Assets;
- (i) true copies of all structural, engineering, mechanical, electrical or site inspection reports or maintenance logs relating in whole or in part to the Purchased Assets in the Vendor's possession or under its control; and
- (j) originals or true copies of all other books, records, lists, material, data, manuals and files relating to the ownership, maintenance, repair or operation of the Purchased Assets.

2.3 Access to the Purchaser

- (a) Prior to the Due Diligence Date, the Vendor shall make available for inspection and copying by the Purchaser or its representatives, all information and documentation relating in whole or in part to the Purchased Assets that is in the possession or under the control of the Vendor and which the Purchaser requests from time to time or at any time, acting reasonably.
- (b) Prior to the Closing Date, the Vendor shall grant to the Purchaser, for itself or by, through or with its consultants or advisors, on reasonable notice, free access at any time and from time to time to the Purchased Assets for the purpose of sampling, inspecting, surveying, examining and conducting environmental and other tests with respect thereto, and the architects, engineers and other agents or representatives of the Purchaser may attend at the Facilities at any and all reasonable times to examine the structural condition and the condition of the systems of the Facilities, the scope of all such testing and inspections to be in the sole discretion of the Purchaser and to be conducted at the sole risk and expense of the Purchaser, provided however that the exercise of any rights of inspection or testing by or on behalf of the Purchaser shall not mitigate against or otherwise affect or be deemed in any way to lessen the reliance which the Purchaser is placing on any of the representations and warranties of the Vendor set forth in this Agreement, which representations and warranties are to continue in full force and effect as provided in this Agreement.

2.4 Authorizations

The Vendor shall, if requested by the Purchaser, execute and deliver to the Purchaser, in the form required by the Purchaser, acting reasonably, authorizations to all relevant Governing Bodies that authorizes them to reveal to the Purchaser all information, if any, in any files they may have in respect of the Purchased Assets.

2.5 Licences

The Vendor shall up to and including the Closing Date keep and maintain in good standing and in full force and effect all Licences and shall, prior to and following the Closing, co-operate with and assist the Purchaser in the orderly and effective transfer to the Purchaser as of the Effective Date of all Licences which are assignable by the Vendor to the Purchaser.

2.6 Assigned Contracts

(a) Except as otherwise provided in this section 2.6, the Vendor shall assign to the Purchaser, at Closing and as of the Effective Date, all Licenses and Contracts, or the portions of the same, which relate to the Purchased Assets, other than those portions of the Licenses and Contracts which relate to the Vendor's control of the Communication Space (the "Assigned Contracts"), the said Assigned Contracts including those more particularly described in Schedule 1 hereto.

(b) The Vendor shall execute and deliver to the Purchaser at Closing all such assignments and documents as are necessary or reasonably required to effectively assign, as of the Effective Date, the Assigned Contracts to the Purchaser and, upon assignment, all usual adjustments, if any, with respect to the Assigned Contracts shall be made as at the Effective Date.

(c) All Contracts and Licences, or any portion or portions thereof, which are not Assigned Contracts, including, without limitation, Contracts and Licences, or any portion or portions thereof, which relate solely to Communication Space, shall not be assigned to the Purchaser but shall remain as obligations of and the sole responsibility of the Vendor and no obligations thereunder shall be assumed or be deemed to have been assumed by the Purchaser.

ARTICLE III

CONDITIONS PRECEDENT

3.1 Due Diligence

(a) The parties agree that the agreement of the Purchaser to purchase the Purchased Assets from the Vendor is subject to and conditional upon the Purchaser having satisfied itself, in its sole discretion, with respect to all matters relating to the Purchased Assets including, without limitation, in connection with all documentation and information made available to the Purchaser by the Vendor, the physical condition of the Purchased Assets, all financial and maintenance records pertaining to the Purchased Assets, the Contracts, the Permitted Encumbrances, title in and to the Purchased Assets, environmental matters and clearances with respect to the Purchased Assets, any investigations and testing carried

out by the Purchaser pursuant to subsection 2.3(b) of this Agreement and other items of due diligence which are reasonably necessary with respect to the Purchased Assets.

(b) The Purchaser shall undertake such due diligence in a timely manner and shall have until 5:00 p.m. (Newfoundland time) on April 20, 2001 (the "Due Diligence Date") to satisfy or waive the condition contained in this section.

(c) The condition set forth in this section 3.1 is for the sole benefit of the Purchaser and may be satisfied or waived in writing by the Purchaser at any time on or prior to the Due Diligence Date. Provided that the Purchaser has acted in good faith, with due dispatch and that any objection made in relation to the Purchased Assets is material and cannot be remedied by the Vendor in a reasonable time, the Purchaser may terminate this Agreement and (subject to the provisions of this Agreement which are stated to survive the termination of this Agreement) neither party shall have any Claims against the other arising from this Agreement.

3.2 Examination of Title

(a) Without limiting the generality of the provisions of section 3.1 hereof, the Vendor acknowledges that the agreement on the part of the Purchaser herein set forth to purchase the Purchased Assets from the Vendor is conditional upon and subject to the Purchaser having satisfied itself, in its sole discretion, with respect to good and marketable title in and to the Purchased Assets. The Purchaser shall be permitted until 5:00 p.m., Newfoundland time, on the Due Diligence Date, at its own expense, to satisfy itself that:

(i) the Vendor has clear, good and marketable title in and to the Purchased Assets, except for informal and oral easements and rights of way with private land owners to permit access to the Facilities, free and clear of all encumbrances other than Permitted Encumbrances and any other encumbrances to be discharged on or before Closing pursuant to the Requisitions Notice defined in subsection 3.2(b);

(ii) except as otherwise provided in this Agreement, the Purchased Assets comply with all applicable laws and regulations (including, without limitation, Environmental Laws); and

(iii) except as otherwise provided in this Agreement, there are no outstanding municipal work orders or deficiency notices on file with any Governing Bodies relating to the Purchased Assets.

(b) At any time and from time to time on or before the Due Diligence Date, the Purchaser shall give the Vendor a written list (a "Requisitions Notice") of all title defects or encumbrances which are not Permitted Encumbrances and any other valid objections the Purchaser has in respect of any of the matters referred to either in subsection 3.2(a) or section 3.1 hereof which the Purchaser requires to be discharged, removed or rectified on

or before the Closing. If a Requisitions Notice is not delivered to the Vendor on or before the Due Diligence Date, the condition contained in subsection 3.2(a) and the title in and to the Purchased Assets shall be conclusively deemed to have been satisfied and accepted by the Purchaser except with respect to any encumbrance, defect, work order or deficiency notice created or issued after the Due Diligence Date which is not a Permitted Encumbrance. If and so often as a Requisitions Notice is delivered to the Vendor on or before the Due Diligence Date, the Vendor shall either:

- (i) correct, discharge, remove or rectify all matters referred to in the Requisitions Notice within 10 days from the date of receipt of the Requisitions Notice; or
- (ii) notify the Purchaser in writing that either:
 - (A) the matters referred to in the Requisitions Notice will be corrected, discharged, removed or rectified at or before Closing; or
 - (B) the Vendor is unwilling or unable to correct, discharge, remove or rectify the matters referred to in the Requisitions Notice prior to Closing, in which event, if the Purchaser will not waive such matters, the Purchaser may deliver a written notice of termination of this Agreement to the Vendor on or before the Closing Date and this Agreement shall terminate, be void and of no effect notwithstanding any intermediate acts or negotiations between the parties and neither party hereto shall have any further obligation or liability to the other under this Agreement.

3.3 Third Party Contracts

The Vendor acknowledges that the agreement on the part of the Purchaser herein set forth to purchase the Purchased Assets from the Vendor is conditional upon, on or before the Closing Date:

- (a)
 - (i) the Vendor obtaining the consent of Hydro to the assignment to the Purchaser of certain of the Vendor's rights under the joint use agreement between Hydro and the Vendor dated January 1, 1993, or failing such consent, the Purchaser negotiating an agreement with Hydro for its attachments to the Purchaser's Facilities on terms substantially similar to the joint use agreement dated January 1, 1993; and
 - (ii) the Purchaser having negotiated agreements satisfactory to the Purchaser, with CATV Companies governing their attachments to the Facilities.
- (b) This condition is inserted for the sole benefit of the Purchaser and may be satisfied or waived, by notice in writing to the Vendor, in the sole, absolute, unfettered and unqualified discretion of the Purchaser, at any time up to the Closing Date. If this condition is not satisfied or waived as aforesaid, then this Agreement shall terminate and, subject to the provisions of this Agreement which are stated to survive the

termination of this Agreement, neither party shall have any Claim against the other party arising out of this Agreement.

3.4 Regulatory Approvals

The parties acknowledge that the agreement of the parties herein set forth to complete the purchase and sale of the Purchased Assets is subject to and conditional upon the granting by all Governing Bodies of consents or approvals of such Governing Bodies to the purchase and sale of the Purchased Assets. The Vendor shall be responsible for preparing, filing and diligently prosecuting, as soon as practicable, the necessary applications to the CRTC and any other Governing Body having jurisdiction over the Vendor for the necessary consents or approvals. The Purchaser shall be responsible for preparing, filing and diligently prosecuting, as soon as practicable, the necessary applications to the PUB and any other Governing Body having jurisdiction over the Purchaser for the necessary consents or approvals. Each party agrees to use its best efforts to assist in the applications to be made by the other pursuant to this section 3.4. In the event that any Governing Body renders a decision not to consent to or approve the transaction herein contemplated, this Agreement shall terminate without recourse by any party against the other as a consequence thereof.

3.5 Facilities Partnership Agreement

The parties acknowledge that the agreement of the parties herein set forth to complete the purchase and sale of the Purchased Assets is subject to and conditional upon the parties having validly executed and delivered the Facilities Partnership Agreement, and upon each party having satisfied itself on or before the Due Diligence Date that the Facilities Partnership Agreement will not be considered by either Canada Customs and Revenue Agency or pursuant to generally accepted accounting principles to be in the nature of a capital lease of the Purchased Assets. If this condition is not satisfied or waived in writing by both parties by 5:00 p.m. (Newfoundland time) on the Due Diligence Date, then this Agreement shall terminate and, subject to the provisions of this Agreement which are stated to survive the termination of this Agreement, neither party shall have any Claim against the other party arising out of this Agreement.

ARTICLE IV

PURCHASE PRICE

4.1 Purchase Price

The aggregate purchase price (the "Purchase Price") payable by the Purchaser to the Vendor for the Purchased Assets shall be \$49,916,396 representing the Net Book Value of the Purchased Assets as at December 31, 2000. The Purchase Price shall be satisfied by the payment of the following amounts without interest:

<u>Payment Date</u>	<u>Amount</u>
Closing Date	50% of the Purchase Price
January 1, 2002	20% of the Purchase Price
January 1, 2003	10% of the Purchase Price
January 1, 2004	10% of the Purchase Price
January 1, 2005	10% of the Purchase Price

If any of the above amounts are not paid on or before the stipulated payment date, the Purchaser shall pay interest to the Vendor, at the 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 Nova Scotia, for each month or part month that the amount remains overdue.

4.2 Determination of Purchase Price

(a) If either party objects to the calculation of the Purchase Price pursuant to section 4.1, by giving notice to the other party setting out in reasonable detail the nature of the objection, the parties agree to attempt to resolve the matters in dispute within fifteen (15) days from the date on which one party gives such notice to the other. If all matters in dispute are resolved by the parties, the Purchase Price shall be adjusted or confirmed, as the case may be, by the parties accordingly. If the parties cannot resolve all matters in dispute within such fifteen (15) day period, all unresolved matters shall be submitted to a single arbitrator for resolution and the arbitrator shall be given access to all materials and information reasonably requested by it, him or her for such purpose. The rules and procedures to be followed in the arbitration proceedings shall be determined by the arbitrator in its, his or her discretion. The arbitrator's determination of all such matters shall be final and binding on both parties and shall not be subject to appeal by either party. The fees and expenses of the arbitrator shall be borne equally by the parties. The Purchase Price shall be modified to the extent required to give effect to the arbitrator's determination and shall be deemed to have been approved as of the date of such determination.

(b) Where the parties are unable to agree upon a sole arbitrator within seven (7) Business Days of one party giving notice to the other, such dispute or difference shall be referred to three (3) arbitrators. One (1) arbitrator shall be appointed by each party, and the remaining arbitrator, who shall be the chairperson, shall be selected by the arbitrators appointed pursuant to this Agreement. The decision of any two (2) arbitrators shall be final and binding upon the parties and shall not be subject to appeal by either party.

4.3 Allocation of Purchase Price

Subject to subsection 2.1(b), the Vendor and the Purchaser agree to allocate the Purchase Price among the Purchased Assets as agreed between them and to report the sale and purchase of the Purchased Assets for all federal, provincial and local tax purposes in a manner consistent with such allocation.

4.4 ETA Election

The Purchaser and the Vendor shall, on the Closing Date, elect jointly under subsection 167(1) of the ETA in respect of the sale and transfer of the Purchased Assets hereunder.

4.5 Transfer Taxes

The Purchaser shall be liable for and shall pay all federal and provincial sales taxes (including any retail sales taxes and land transfer taxes) and all other taxes, duties, fees or other like charges of any jurisdiction properly payable in connection with the transfer of the Purchased Assets by the Vendor to the Purchaser.

4.6 Adjustments

(a) On the Closing Date, the Purchase Price shall be adjusted as set forth in this section 4.6 as of the Effective Date and such adjustments shall include all matters referred to in this Agreement which are stated to be the subject of adjustment.

(b) The adjustments shall include, where applicable, all operating costs, capital costs, taxes, rates and charges, other taxes, assessments and recoveries relating to the Purchased Assets, deposits, insurance, amounts with respect to deferred maintenance and ongoing work or services currently being undertaken or furnished, amounts with respect to Contracts, Assigned Contracts or Permitted Encumbrances and all other usual adjustments between a vendor and a purchaser of property similar to the Purchased Assets.

(c) Any adjustments which cannot be accurately determined at the Closing Date shall be adjusted at the Closing Date on the basis of the best information available to the Vendor and the Purchaser and shall be readjusted by the parties subsequent to the Closing Date as soon as the amount or amounts in question has or have been finalized. Any adjustment which cannot be accurately determined due to provisions in Contracts or Assigned Contracts which require a readjustment at the end of a calendar year or a fiscal period shall be readjusted by the parties as soon as the amount in question can be finalized.

ARTICLE V

REPRESENTATIONS AND WARRANTIES OF THE VENDOR

The Vendor represents and warrants to the Purchaser as follows and acknowledges that the Purchaser is relying on such representations and warranties in connection with its purchase of the Purchased Assets:

5.1 Organization

The Vendor is a corporation duly amalgamated and organized and validly subsisting under the laws of Canada and has the corporate power to own or lease its property, to carry on business as now being conducted by it and to enter into this Agreement and to perform its obligations hereunder.

5.2 Authorization

This Agreement has been duly authorized, executed and delivered by the Vendor and is a legal, valid and binding obligation of the Vendor, enforceable against the Vendor by the Purchaser in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may be granted only in the discretion of a court of competent jurisdiction.

5.3 No Other Agreements to Purchase

No person other than the Purchaser has any written or oral agreement or option or any right or privilege (whether by law, pre-emptive or contractual) capable of becoming an agreement or option for the purchase or acquisition from the Vendor of any of the Purchased Assets.

5.4 No Violation

Subject to receipt by the Vendor of a favourable assessment by the Competition Bureau and provided that the CRTC issues no contrary order, the execution and delivery of this Agreement by the Vendor and the consummation of the transactions herein provided for will not result in:

- (a) the breach or violation of any of the provisions of, or constitute a default under, or conflict with or cause the acceleration of any obligation of the Vendor under:
 - (i) any Contract to which the Vendor is a party or by which it is or its properties are bound;
 - (ii) any provision of the constating documents or by-laws or resolutions of the board of directors (or any committee thereof) or shareholders of the Vendor;
 - (iii) any judgment, decree, order or award of any court, Governing Body or arbitrator having jurisdiction over the Vendor;
 - (iv) any Licence held by the Vendor or necessary to the operation of its business; or
 - (v) any applicable law, statute, ordinance, regulation or rule;
- (b) the creation or imposition of any Encumbrance on any of the Purchased Assets.

5.5 Sufficiency of Purchased Assets

Except as disclosed by the Vendor to the Purchaser in writing prior to the Due Diligence Date, the Purchased Assets are in good operating condition and are in a state of good repair and maintenance.

5.6 Title to Personal Property

The Purchased Assets (other than the Real Property) are owned beneficially by the Vendor with a good and marketable title thereto, free and clear of all encumbrances other than Permitted Encumbrances.

5.7 Title to Real Property

Except as disclosed by the Vendor to the Purchaser in writing prior to the Due Diligence Date and except for the use of informal and oral easements and rights of way from private land owners to permit access to the Facilities, the Vendor has the right to possess, use and occupy all the Real Property, free and clear of all encumbrances, easements or other restrictions of any kind other than Permitted Encumbrances. Except as disclosed by the Vendor to the Purchaser in writing prior to the Due Diligence Date, all Facilities situated on the Real Property are in good operating condition and in a state of good maintenance and repair and are adequate and suitable for the purposes for which they are currently being used, and the Vendor has adequate rights of ingress and egress thereto. Except as disclosed by the Vendor to the Purchaser in writing prior to the Due Diligence Date, none of such Facilities (or any equipment therein) nor the operation or maintenance thereof, violates any restrictive covenant or any provision of any federal, provincial or municipal law, ordinance, rule or regulation, or unlawfully encroaches on any property owned by others. Without limiting the generality of the foregoing, except as disclosed by the Vendor to the Purchaser in writing prior to the Due Diligence Date:

(a) the Real Property and the current uses thereof comply with all regulations, statutes, enactments, laws and by-laws, including, without limitation, those dealing with zoning, parking, access, landscaped areas, building construction, fire and public health and safety and Environmental Laws;

(b) no alteration, repair, improvement or other work has been ordered, directed or requested in writing to be done or performed to or in respect of the Real Property by any municipal, provincial or other competent authority, which alteration, repair, improvement or other work has not been completed, and the Vendor knows of no written notification having been given to it of any such outstanding work being ordered, directed or requested, other than those that have been complied with;

(c) all accounts for work and services performed and materials placed or furnished upon or in respect of the Real Property at the request of the Vendor have been fully paid and satisfied, and no person is entitled to claim a lien under the *Mechanics' Lien Act* or similar

legislation against the Real Property, or any part thereof, other than current accounts in respect of which the payment due date has not yet passed;

(d) there is nothing owing in respect of the Real Property by the Vendor to any municipal corporation or to any other corporation or commission, other than current accounts in respect of which the payment due date has not yet passed;

(e) the Permitted Encumbrances constitute all of the encumbrances, agreements, indentures and other matters that affect the Real Property;

(f) the Real Property (including all improvements and fixtures) is fit for its present use, and there are no material or structural repairs or replacements that are necessary or advisable and, without limiting the generality of the foregoing, there are no repairs to, or replacements of, the mechanical, electrical, or drainage equipment or systems that are necessary or advisable, and none of the Real Property is currently undergoing any alteration or renovation nor is any such alteration or renovation contemplated; and

(g) there are no outstanding levies, charges or fees assessed against the Real Property by any Governing Body, including development or improvement levies, charges or fees.

5.8 No Expropriation

No part of Purchased Assets has been taken or expropriated by any Governing Body, nor has any notice or proceeding in respect thereof been given or commenced, nor is the Vendor aware of any intent or proposal to give any such notice or commence any such proceedings.

5.9 Agreements and Commitments

Except as described in the schedules hereto, the Vendor is not a party to or bound by any Contract relating to the Purchased Assets.

The Vendor has performed all of the obligations required to be performed by it and is entitled to all benefits under, and is not in default or alleged to be in default in respect of, any Contract relating to the Purchased Assets to which it is a party or by which it is bound. All such Contracts are in good standing and in full force and effect, and no event, condition or occurrence exists that, after notice or lapse of time or both, would constitute a default under any of the foregoing. The Vendor has provided to the Purchaser a true and complete copy of each Contract listed or described in the schedules hereto and all amendments thereto.

5.10 Compliance with Laws; Governmental Authorization

The Vendor has complied with all laws, statutes, ordinances, regulations, rules, judgments, decrees or orders applicable to the Purchased Assets. Schedule 2 sets out a complete and accurate list of all licences, permits, approvals, consents, certificates, registrations and authorizations

(whether governmental, regulatory or otherwise) (the "Licences") held by or granted to the Vendor, and there are no other licences, permits, approvals, consents, certificates, registrations or authorizations necessary to own, operate, maintain or occupy any of the Purchased Assets. Each Licence is valid, subsisting and in good standing and the Vendor is in not default or breach of any Licence and, to the knowledge of the Vendor, no proceeding is pending or threatened to revoke or limit any Licence. The Vendor has provided a true and complete copy of each Licence and all amendments thereto to the Purchaser.

5.11 Consents and Approvals

There is no requirement to make any filing with, give any notice to or to obtain any licence, permit, certificate, registration, authorization, consent or approval of, any Governing Body as a condition to the lawful consummation of the transactions contemplated by this Agreement, except for the filings, notifications, licences, permits, certificates, registrations, consents and approvals described in Schedule 5 or that relate solely to the identity of the Purchaser or the nature of any business carried on by the Purchaser. There is no requirement under any Contract relating to the Purchased Assets to which the Vendor is a party or by which it is bound to give any notice to, or to obtain the consent or approval of, any party to such agreement, instrument or commitment relating to the consummation of the transactions contemplated by this Agreement, except for the notifications, consents and approvals described in Schedule 6.

5.12 Taxes

The Vendor has duly filed on a timely basis all tax returns required to be filed by it and has paid all taxes that are due and payable, and all assessments, reassessments, governmental charges, penalties, interest and fines due and payable by it. The Vendor has made adequate provision for taxes payable in respect of the current period and any previous period for which tax returns are not yet required to be filed. There are no actions, suits, proceedings, investigations or Claims pending or, to the knowledge of the Vendor, threatened against the Vendor in respect of taxes, governmental charges or assessments, nor are any material matters under discussion with any Governing Body relating to taxes, governmental charges or assessments asserted by any such authority. The Vendor has withheld from each payment made to any of its past or present employees, officers or directors, and to any non-residents of Canada, the amount of all taxes and other deductions required to be withheld therefrom, and has paid the same to the proper tax or other receiving officers within the time required under any applicable legislation. The Vendor has remitted to the appropriate tax authority, when required by law to do so, all amounts collected by it on account of HST.

5.13 Litigation

Except as described in Schedule 4, there are no actions, suits or proceedings in respect of the Purchased Assets (whether or not purportedly on behalf of the Vendor) pending or, to the best knowledge of the Vendor, after due enquiry, threatened against or affecting the Vendor at law or in equity or before or by any federal, provincial, municipal or other governmental department, court, commission, board, bureau, agency or instrumentality, domestic or foreign, or before or by an

arbitrator or arbitration board. The Vendor is not aware of any ground on which any such action, suit or proceeding might be commenced with any reasonable likelihood of success.

5.14 Residency

The Vendor is a resident of Canada for the purposes of the *Income Tax Act* (Canada).

5.15 HST Registration

The Vendor is a registrant for purposes of the ETA and its registration number is 871862348.

5.16 Environmental

Except as described in Schedule 7:

(a) the Vendor, in respect of the Purchased Assets, has been and is in compliance with all applicable federal, provincial, municipal and local laws, statutes, ordinances, by-laws and regulations, and orders, directives and decisions rendered by any ministry, department or administrative or regulatory agency ("Environmental Laws") relating to the protection of the environment, occupational health and safety or the manufacture, processing, distribution, use, treatment, storage, disposal, transport or handling of any pollutants, contaminants, chemicals or industrial toxic or hazardous wastes or substances ("Hazardous Substances");

(b) the Vendor has obtained all licences, permits, approvals, consents, certificates, registrations and other authorizations under Environmental Laws (the "Environmental Permits") required for the operation of the Purchased Assets, all of which are described in Schedule 2. Each Environmental Permit is valid, subsisting and in good standing, and the Vendor is not in default or breach of any Environmental Permit and no proceeding is pending or threatened to revoke or limit any Environmental Permit;

(c) the Vendor, in connection with the Purchased Assets, has not used or permitted to be used, except in compliance with all Environmental Laws, any of its property or facilities to generate, manufacture, process, distribute, use, treat, store, dispose of, transport or handle any Hazardous Substance;

(d) no structure or improvement located on the Real Property is or ever has contained Hazardous Substances;

(e) the Vendor, in connection with the Purchased Assets, has never received any notice of or been prosecuted for non-compliance with any Environmental Laws, nor has the Vendor settled any allegation of non-compliance short of prosecution. There are no orders or directions relating to environmental matters requiring any work, repairs or construction or capital expenditures to be made with respect to the Purchased Assets, nor has the Vendor received notice of any of the same;

(f) there are no pending or proposed changes to Environmental Laws that would render illegal or restrict the manufacture or sale of any product manufactured or sold or service provided by the Vendor in connection with the Purchased Assets;

(g) the Vendor has not caused or permitted, nor does it have any knowledge of, the release, in any manner whatsoever, of any Hazardous Substance on or from any of the Purchased Assets or any such release on or from a facility owned or operated by third parties but with respect to which the Vendor in connection with the Purchased Assets is or may reasonably be alleged to have liability. All Hazardous Substances and all other wastes and other materials and substances used in whole or in part by the Vendor in connection with the Purchased Assets have been disposed of, treated and stored in compliance with all Environmental Laws;

(h) the Vendor has not received any notice that the Vendor is potentially responsible for a federal, provincial, municipal or local clean-up site or corrective action under any Environmental Laws in connection with the Purchased Assets. The Vendor, in connection with the Purchased Assets, has not received any request for information in connection with any federal, provincial, municipal or local inquiries as to disposal sites; and

(i) the Vendor has delivered to the Purchaser a true and complete copy of all environmental audits, evaluations, assessments, studies or tests relating to the Purchased Assets of which it is aware.

5.17 No Liabilities

There are no liabilities of the Vendor or its associates or affiliates with respect to the Purchased Assets, whether or not accrued and whether or not determined or determinable, in respect of which the Purchaser may become liable on or after the consummation of the transactions herein provided for.

5.18 Full Disclosure

Neither this Agreement nor any document to be delivered by the Vendor nor any certificate, report, statement or other document furnished by the Vendor in connection with the negotiation of this Agreement contains or will contain any untrue statement of a material fact or omits or will omit to state a material fact necessary to make the statements contained herein or therein not misleading.

ARTICLE VI

REPRESENTATIONS AND WARRANTIES OF THE PURCHASER

The Purchaser represents and warrants to the Vendor as follows and acknowledges and confirms that the Vendor is relying on such representations and warranties in connection with its sale of the Purchased Assets:

6.1 Organization

The Purchaser is a corporation duly incorporated and organized and validly subsisting under the laws of the Province of Newfoundland and has the corporate power to enter into this Agreement and to perform its obligations hereunder.

6.2 Authorization

This Agreement has been duly authorized, executed and delivered by the Purchaser and is a legal, valid and binding obligation of the Purchaser, enforceable against the Purchaser by the Vendor in accordance with its terms, except as such enforcement may be limited by bankruptcy, insolvency and other laws affecting the rights of creditors generally and except that equitable remedies may only be granted in the discretion of a court of competent jurisdiction.

6.3 No Violation

Subject to receipt by the Purchaser of the consent or approval of the PUB and the Competition Bureau, the execution and delivery of this Agreement by the Purchaser and the consummation of the transactions herein provided for will not result in the violation of, or constitute a default under, or conflict with or cause the acceleration of any obligation of the Purchaser under:

- (a) any Contract to which the Purchaser is a party or by which it is bound;
- (b) any provision of the constating documents or by-laws or resolutions of the board of directors (or any committee thereof) or shareholders of the Purchaser;
- (c) any judgment, decree, order or award of any court, governmental body or arbitrator having jurisdiction over the Purchaser; or
- (d) any applicable law, statute, ordinance, regulation or rule.

6.5 Investment Canada

The Purchaser is a Canadian within the meaning of the Investment Canada Act.

6.6 HST Registration

The Purchaser is a registrant for purposes of the ETA and its registration number is 103864831RT0001.

ARTICLE VII

SURVIVAL OF COVENANTS, REPRESENTATIONS AND WARRANTIES

7.1 Survival of Covenants, Representations and Warranties

To the extent that they have not been fully performed at or prior to the Time of Closing, the covenants, representations and warranties contained in this Agreement and in all certificates and documents delivered pursuant to or contemplated by this Agreement shall survive the Closing of the transactions contemplated hereby and shall continue for the applicable limitation period notwithstanding such Closing nor any investigation made by or on behalf of the party entitled to the benefit thereof; provided, however, that the representations and warranties set forth in Article V and the corresponding representations and warranties set forth or incorporated in the certificates to be delivered pursuant to subsection 10.1(a) (other than those contained in sections 5.1, 5.2, 5.3, 5.6, 5.7, 5.12 and 5.16) shall terminate on the 6th anniversary of the Closing Date.

ARTICLE VIII

COVENANTS

8.1 Delivery of Books and Records

At the Time of Closing, there shall be delivered to the Purchaser by the Vendor all books and records pertaining to the Purchased Assets. The Purchaser agrees that it will preserve the books and records so delivered to it for a period of six (6) years from the Closing Date, or for such longer period as is required by any applicable law, and will permit the Vendor or its authorized representatives reasonable access thereto in connection with the affairs of the Vendor relating to its matters, but the Purchaser shall not be responsible or liable to the Vendor for or as result of any accidental loss or destruction of or damage to any such books or records.

8.2 Conduct Prior to Closing

Without in any way limiting any other obligations of the Vendor hereunder, during the period from the date hereof to the Time of Closing:

(a) *Continue Insurance.* The Vendor shall continue to maintain in full force and effect all

policies of insurance or renewals thereof now in effect, shall take out, at the expense of the Purchaser, such additional insurance as may be reasonably requested by the Purchaser and shall give all notices and present all Claims under all policies of insurance in a due and timely fashion;

(b) *Regulatory Consents.* The Vendor shall obtain, at or prior to the Time of Closing, from all appropriate Governing Bodies all licences, permits, consents, approvals, certificates, registrations and authorizations required to permit the valid and effective conveyance of the Purchased Assets to the Purchaser, including, without limitation, those described in Schedule 5;

(c) *Contractual Consents.* The Vendor shall give or obtain, at or prior to the Time of Closing, all notices, consents and approvals required under any or all Assigned Contracts, including, without limitation, those described in Schedule 6;

(d) *Discharge Liabilities.* The Vendor shall pay and discharge the liabilities of the Vendor relating to the Purchased Assets in the ordinary course in accordance and consistent with the previous practice of the Vendor, except those contested in good faith by the Vendor; and

(e) *Corporate Action.* The Vendor shall take or cause to be taken all necessary corporate action, steps and proceedings to approve or authorize validly and effectively the transfer of the Purchased Assets to the Purchaser and the execution and delivery of this Agreement and the other agreements and documents contemplated hereby and to cause all necessary meetings of directors and shareholders of the Vendor to be held for such purpose.

8.3 Delivery of Conveyancing Documents

The Vendor shall deliver to the Purchaser all necessary deeds, conveyances, bills of sale, assurances, transfers, assignments and any other documentation necessary or reasonably required to transfer the Purchased Assets to the Purchaser as of the Effective Date with a good and marketable title, except for informal and oral easements and rights of way with private land owners to permit access to the Facilities, free and clear of all encumbrances whatsoever except for Permitted Encumbrances.

8.4 Delivery of Vendor's Closing Documentation

The Vendor shall deliver to the Purchaser a certificate of good standing and two (2) copies, certified by a senior officer of the Vendor as of the Closing Date, of its constating documents and by-laws and of the resolution authorizing the execution, delivery and performance by the Vendor of this Agreement and any documents to be provided by it pursuant to the provisions hereof. The Vendor shall also execute and deliver or cause to be executed and delivered to the Purchaser two (2) copies of such other documents relevant to the Closing of the transactions contemplated hereby as the Purchaser, acting reasonably, may request.

8.5 Delivery of Purchaser's Closing Documentation

The Purchaser shall deliver to the Vendor a certificate of good standing and two (2) copies, certified by a senior officer of the Purchaser as of the Closing Date, of its constating documents and by-laws and of the resolution authorizing the execution, delivery and performance by the Purchaser of this Agreement and any documents to be provided by it pursuant to the provisions hereof. The Purchaser shall also execute and deliver or cause to be executed and delivered two (2) copies of such other documents relevant to the Closing of the transactions contemplated hereby as the Vendor, acting reasonably, may request.

ARTICLE IX

TERMINATION OF JOINT USE AGREEMENT AND POLE OWNERSHIP AGREEMENT

9.1 Joint Use Agreement and Pole Ownership Agreement

On Closing, the parties shall terminate in all respects the Joint Use Agreement and the Pole Ownership Agreement.

ARTICLE X

CONDITIONS OF CLOSING

10.1 Conditions of Closing in Favour of the Purchaser

The sale and purchase of the Purchased Assets is subject to the following terms and conditions for the exclusive benefit of the Purchaser, to be performed or fulfilled at or prior to the Time of Closing:

(a) *Representations and Warranties.* The representations and warranties of the Vendor contained in this Agreement shall be true and correct in all material respects at the Time of Closing with the same force and effect as if such representations and warranties were made at and as of such time, and a certificate of a senior officer of the Vendor, dated the Closing Date, to that effect shall have been delivered to the Purchaser, such certificate to be in form and substance satisfactory to the Purchaser, acting reasonably;

(b) *Covenants.* All of the terms, covenants and conditions of this Agreement to be complied with or performed by the Vendor at or before the Time of Closing shall have been complied with or performed in all material respects, and a certificate of a senior officer of the Vendor, dated the Closing Date, to that effect shall have delivered to the Purchaser, such certificate to be in form and substance satisfactory to the Purchaser, acting reasonably;

(c) *Regulatory Consents.* There shall have been obtained from all appropriate Governing Bodies such licences, permits, consents, approvals, certificates, registrations and authorizations as are required to be obtained by the Vendor to permit the change of ownership of the Purchased Assets contemplated hereby, including, without limitation, those described in Schedule 5, in each case in form and substance satisfactory to the Purchaser, acting reasonably;

(d) *Contractual Consents.* The Vendor shall have given or obtained the notices, consents and approvals required under Assigned Contracts, including, without limitation, those described in Schedule 6, in each case in form and substance satisfactory to the Purchaser, acting reasonably;

(e) *No Action or Proceeding.* No legal or regulatory action or proceeding shall be pending or threatened by any person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby;

(f) *No Material Damage.* No material damage by fire or other hazard to the whole or any material part of the Purchased Assets shall have occurred from the date hereof to the Time of Closing;

(g) *Other Agreements.* The Joint Use Agreement and the Pole Ownership Agreement shall both have been validly and effectively terminated, and the contracts referred to in section 3.3 and the Facilities Partnership Agreement shall have been validly and effectively executed and delivered by the parties thereto;

(h) *Legal Matters.* All actions, proceedings, instruments and documents required to implement this Agreement, or instrumental thereto, and all legal matters relating to the purchase of the Purchased Assets, including title of the Vendor to the Purchased Assets, shall have been approved as to form and legality by Curtis, Dawe, counsel for the Purchaser, acting reasonably; and

(i) *Legal Opinion.* The Vendor shall have delivered to the Purchaser a favourable opinion of counsel to the Vendor in a form satisfactory to counsel for the Purchaser.

If any of the conditions contained in this section 10.1 shall not be performed or fulfilled at or prior to the Time of Closing to the satisfaction of the Purchaser, acting reasonably, the Purchaser may, by notice in writing to the Vendor, terminate this Agreement and the obligations of the Vendor and the Purchaser under this Agreement, other than the obligations contained in sections 13.2, 13.3 and 13.4, provided that the Purchaser may also bring an action pursuant to Article XII against the Vendor for damages suffered by the Purchaser where the non-performance or non-fulfilment of the relevant condition is a result of a breach of covenant, representation or warranty by the Vendor. Any such condition may be waived in whole or in part in writing by the Purchaser without prejudice to any Claims it may have for breach of covenant, representation or warranty.

10.2 Conditions of Closing in Favour of the Vendor

The sale and purchase of the Purchased Assets is subject to the following terms and conditions for the exclusive benefit of the Vendor, to be performed or fulfilled at or prior to the Time of Closing:

(a) *Representations and Warranties.* The representations and warranties of the Purchaser contained in this Agreement shall be true and correct in all material respects at the Time of Closing with the same force and effect as if such representations and warranties were made at and as of such time, and a certificate of a senior officer of the Purchaser, dated the Closing Date, to that effect shall have been delivered to the Vendor, such certificate to be in form and substance satisfactory to the Vendor, acting reasonably;

(b) *Covenants.* All of the terms, covenants and conditions of this Agreement to be complied with or performed by the Purchaser at or before the Time of Closing shall have been complied with or performed in all material respects and a certificate of a senior officer of the Purchaser, dated the Closing Date, to that effect shall have been delivered to the Vendor, such certificate to be in form and substance satisfactory to the Vendor, acting reasonably;

(c) *Regulatory Consents.* There shall have been obtained from all appropriate Governing Bodies such licences, permits, consents, approvals, certificates, registrations and authorization as are required to be obtained by the Purchaser to permit the change of ownership of the Purchased Assets contemplated hereby, including, without limitation, those described in Schedule 5, in each case in form and substance satisfactory to the Vendor, acting reasonably;

(d) *No Action or Proceeding.* No legal or regulatory action or proceeding shall be pending or threatened by any person to enjoin, restrict or prohibit the purchase and sale of the Purchased Assets contemplated hereby;

(e) *Legal Matters.* All actions, proceedings, instruments and documents required to implement this Agreement, or instrumental thereto, shall have been approved as to form, and legality by Perry, Harris, counsel for the Vendor, acting reasonably; and

(f) *Legal Opinion.* The Purchaser shall have delivered to the Vendor a favourable opinion of counsel to the Purchaser in a form satisfactory to counsel for the Vendor.

If any of the conditions contained in this section 10.2 shall not be performed or fulfilled at or prior to the Time of Closing to the satisfaction of the Vendor acting reasonably, the Vendor may, by notice to the Purchaser, terminate this Agreement and the obligations of the Vendor and the Purchaser under this Agreement, other than the obligations contained in sections 13.2, 13.3 and 13.4, provided that the Vendor may also bring an action pursuant to Article XIII against the Purchaser of damages suffered by it where the non-performance or non-fulfilment of the relevant

condition is as a result of a breach of covenant, representation or warranty by the Purchaser. Any such condition may be waived in whole or in part by the Vendor without prejudice to any Claims it may have for breach of covenant, representation or warranty.

ARTICLE XI

CLOSING AND TRANSFER OF POSSESSION

11.1 Transfer

Subject to compliance with the terms and conditions hereof, the transfer of possession of the Purchased Assets shall be deemed to take effect as of the Effective Date.

11.2 Closing Date

(a) Closing shall take place 5 days after satisfaction of all of the conditions precedent set out in Article III or April 30, 2001, whichever is earlier. Should Closing not occur by April 30, 2001, either party may elect to terminate this Agreement, by notice in writing to the other party, subject to the provisions of this Agreement which are stated to survive the termination of this Agreement, and neither party shall have any Claims against the other arising from this Agreement, or the parties may agree in writing to extend the time for Closing.

(b) Provided however that if the conditions precedent in sections 3.3 and 3.4 have not been met or waived by April 30, 2001 the parties shall agree to extend the Closing until June 30, 2001, or such other date as the parties may agree upon in writing, solely for the purpose of satisfying those conditions precedent. In that event should Closing not occur by June 30, 2001, either party may elect to terminate this Agreement, by notice in writing to the other party, subject to the provisions of this Agreement which are stated to survive the termination of this Agreement, and neither party shall have any Claims against the other arising from this Agreement.

11.3 Place of Closing

The Closing shall take place at the Time of Closing at the offices of Curtis, Dawe, counsel for the Purchaser, Suite 1101, Fortis Building, 139 Water Street, St. John's, Newfoundland.

11.4 Further Assurances

From time to time subsequent to the Closing Date, each party to this Agreement covenants and agrees that it will at all times after the Closing Date, at the expense of the requesting party, promptly execute and deliver all such documents, including, without limitation, all such additional conveyances, transfers, consents and other assurances and do all such other acts and things as the other party, acting reasonably, may from time to time request be executed or done in order to better evidence or perfect or effectuate any provision of this Agreement or of any agreement or other

document executed pursuant to this Agreement or any of the respective obligations intended to be created hereby or thereby.

11.5 Risk of Loss

From the date hereof up to the Time of Closing, the Vendor's interest in and to the Purchased Assets shall be and remain at the risk of the Vendor. If, prior to the Time of Closing, all or any part of the Purchased Assets are destroyed or damaged by fire or any other casualty or shall be appropriated, expropriated or seized by any Governing Body, unless the Purchaser terminates its obligations under this Agreement as contemplated by section 10.1, the Purchaser shall complete the purchase without reduction of the Purchase Price, in which event all proceeds of insurance or compensation for expropriation or seizure shall be paid to the Purchaser at the Time of Closing and all right and claim of the Vendor to any such amounts not paid by the Closing Date shall be assigned at the Time of Closing to the Purchaser.

ARTICLE XII

INDEMNIFICATION

12.1 Indemnification by the Vendor

The Vendor agrees to indemnify and save harmless the Purchaser from all Losses suffered or incurred by the Purchaser as a result of or arising directly or indirectly out of or in connection with:

(a) any breach by the Vendor of or any inaccuracy of any representation or warranty of the Vendor contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto (provided that the Vendor shall not be required to indemnify or save harmless the Purchaser in respect of any breach or inaccuracy of any representation or warranty unless the Purchaser shall have provided notice to the Vendor in accordance with section 12.3 on or prior to the expiration of the applicable time period related to such representation and warranty as set forth in section 7.1);

(b) any breach or non-performance by the Vendor of any covenant to be performed by it that is contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto; and

(c) the ownership, maintenance and operation of the Purchased Assets in accordance with the division of responsibility and in the proportions set out in section 2.1 up to and including January 1, 2005.

12.2 Indemnification by the Purchaser

The Purchaser agrees to indemnify and save harmless the Vendor from all Losses suffered or incurred by the Vendor as a result of or arising directly or indirectly out of or in connection with:

(a) any breach by the Purchaser of or any inaccuracy of any representation or warranty contained in this Agreement or in any agreement, instrument, certificate or other document delivered pursuant hereto; and

(b) any breach or non-performance by the Purchaser of any covenant to be performed by it that is contained in this Agreement or in any agreement, certificate or other document delivered pursuant hereto.

12.3 Notice of Claim

In the event that a party (the "Indemnified Party") shall become aware of any claim, proceeding or other matter (a "Claim") in respect of which the other party (the "Indemnifying Party") agreed to indemnify the Indemnified Party pursuant to this Agreement, the Indemnified Party shall promptly give written notice thereof to the Indemnifying Party. Such notice shall specify whether the Claim arises as a result of a claim by a person against the Indemnified Party (a "Third Party Claim") or whether the Claim does not so arise (a "Direct Claim"), and shall also specify with reasonable particularity (to the extent that the information is available):

(a) the factual basis for the Claim; and

(b) the amount of the Claim, if known.

If, through the fault of the Indemnified Party, the Indemnifying Party does not receive notice of any Claim in time to effectively contest the determination of any liability susceptible of being contested, the Indemnifying Party shall be entitled to set off against the amount claimed by the Indemnified Party the amount of any Losses incurred by the Indemnifying Party resulting from the Indemnified Party's failure to give such notice on a timely basis.

12.4 Direct Claims

With respect to any Direct Claim, following receipt of notice from the Indemnified Party of the Claim, the Indemnifying Party shall have sixty (60) days to make such investigation of the Claim as is considered necessary or desirable. For the purpose of such investigation, the Indemnified Party shall make available to the Indemnifying Party the information relied upon by the Indemnified Party to substantiate the Claim, together with all such other information as the Indemnifying Party may reasonably request. If both parties agree in writing at or prior to the expiration of such sixty (60) day period (or any mutually agreed upon extension thereof) to the validity and amount of such Claim, the Indemnifying Party shall immediately pay to the Indemnified Party the full agreed upon amount of the Claim, failing which the matter shall be

referred to binding arbitration in such manner as the parties may agree or shall be determined by a court of competent jurisdiction.

12.5 Third Party Claims

With respect to any Third Party Claim, the Indemnifying Party shall have the right, at its expense, to participate in or assume control of the negotiation, settlement or defence of the Claim and, in such event, the Indemnifying Party shall reimburse the Indemnified Party for all the Indemnified Party's out-of-pocket expenses as a result of such participation or assumption. If the Indemnifying Party elects to assume such control, the Indemnified Party shall have the right to participate in the negotiation, settlement or defence of such Third Party Claim and to retain counsel to act on its behalf, provided that the fees and disbursements of such counsel shall be paid by the Indemnified Party unless the Indemnifying Party consents to the retention of such counsel or unless the named parties to any action or proceeding include both the Indemnifying Party and the Indemnified Party and a representation of both the Indemnifying Party and the Indemnified Party by the same counsel would be inappropriate due to the actual or potential differing interests between them (such as the availability of different defenses). If the Indemnifying Party, having elected to assume such control, thereafter fails to defend the Third Party Claim within a reasonable time, the Indemnified Party shall be entitled to assume such control and the Indemnifying Party shall be bound by the results obtained by the Indemnified Party with respect to such Third Party Claim. If any Party Claim is of a nature such that the Indemnified Party is required by applicable law to make a payment to any person (a "Third Party") with respect to the Third Party Claim before the completion of settlement negotiations or related legal proceedings, the Indemnified Party may make such payment and the Indemnifying Party shall, forthwith after demand by the Indemnified Party, reimburse the Indemnified Party for such payment. If the amount of any liability of the Indemnified Party under the Third Party Claim in respect of which such a payment was made, as finally determined, is less than the amount that was paid by the Indemnifying Party to the Indemnified Party, the Indemnified Party shall, forthwith after receipt of the difference from the Third Party, pay the amount of such difference to the Indemnifying Party.

12.6 Settlement of Third Party Claims

If the Indemnifying Party fails to assume control of the defence of any Third Party Claim, the Indemnified Party shall have the exclusive right to contest, settle or pay the amount claimed. Whether or not the Indemnifying Party assumes control of the negotiation, settlement or defence of any Third Party Claim, the Indemnifying Party shall not settle any Third Party Claim without the written consent of the Indemnified Party, which consent shall not be unreasonably withheld or delayed, provided, however, that the liability of the Indemnifying Party shall be limited to the proposed settlement amount if any such consent is not obtained for any reason.

12.7 Co-operation

The Indemnified Party and the Indemnifying Party shall co-operate fully with each other with respect to Third Party Claims, and shall keep each other fully advised with respect thereto (including supplying copies of all relevant documentation promptly as it becomes available).

12.8 Exclusivity

The provisions of this Article XII shall apply to any Claim for breach of any covenant, representation, warranty of other provision of this Agreement or any agreement, certificate or other document delivered pursuant to this Agreement (other than a claim for specific performance or injunctive relief) with the intent that all such Claims shall be subject to the limitations and other provisions contained in this Article XII.

ARTICLE XIII

MISCELLANEOUS

13.1 Notices

(a) Any notice or other communication required or permitted to be given hereunder shall be in writing and shall be delivered in person, transmitted by telecopy or similar means of recorded electronic communication or sent by registered mail, charges prepaid, addressed as follows:

(i) if to the Vendor:

Aliant Telecom Inc.
Fort William Building
10 Factory Lane, P.O. Box 2110
St. John's, NF A1C 5H6
Attention: Corporate Secretary or
Assistant Corporate Secretary

Facsimile No.: (709) 739-2046

(ii) if to the Purchaser:

Newfoundland Power Inc.
55 Kenmount Road, P.O. Box 8910
St. John's, NF A1B 3P6
Attention: Vice President, Operations

Facsimile No.: (709) 737-5300

(b) Any such notice or other communication shall be deemed to have been given and received on the day on which it was delivered or transmitted or, if such day is not a Business Day, on the next following Business Day.

(c) Either party may at any time change its address for service from time to time by giving notice to the other party in accordance with this section 13.1.

13.2 Commissions, etc.

The Vendor agrees to indemnify and save harmless the Purchaser from and against all Losses suffered or incurred by the Purchaser in respect of any commission or other remuneration payable or alleged to be payable to any broker, agent or other intermediary who purports to act or have acted for or on behalf of the Vendor.

13.3 Consultation

The parties shall consult with each other before issuing any press release or making any other public announcement with respect to this Agreement or the transactions contemplated hereby and, except as required by any applicable law or regulatory requirement, neither of them shall issue any such press release or make any such public announcement without the prior written consent of the other, which consent shall not be unreasonably withheld or delayed.

13.4 Disclosure

Prior to any public announcement of the transaction contemplated hereby pursuant to section 13.3, neither party shall disclose this Agreement or any aspects of such transaction except to its board of directors, its senior management, its legal, accounting, financial or other professional advisors, any financial institution contacted by it with respect to any financing required in connection with such transaction and counsel to such institution, or as may be required by any applicable law or any regulatory authority or stock exchange having jurisdiction.

13.5 Assignment by Purchaser

The Purchaser may assign its rights under this Agreement in whole or in part to any wholly-owned Subsidiary, Affiliate or Holding Body Corporate of the Purchaser at any time prior to the Closing Date provided that the Purchaser shall remain bound by its obligations hereunder jointly and severally with such assignee.

13.6 Best Efforts

The parties acknowledge and agree that, for all purposes of this Agreement, an obligation on the part of either party to use its best efforts to obtain any waiver, consent, approval, permit, licence or other document shall not require such party to make any payment to any person for the purpose of procuring the same, other than payments for amounts due and payable to such person,

payments for incidental expenses incurred by such person and payments required by any applicable law or regulation.

13.7 Counterparts

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

IN WITNESS WHEREOF this Agreement has been executed by the parties this 1st day of March, 2001 but effective as of and from the day and year first before written.

SIGNED SEALED AND DELIVERED
in the presence of:

ALIAN T TELCOM INC.

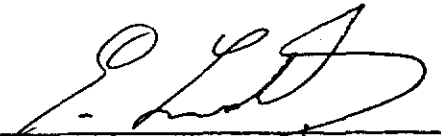


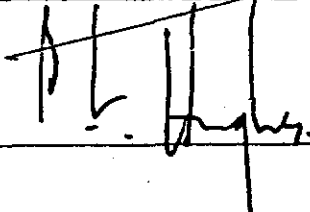


SIGNED SEALED AND DELIVERED
in the presence of:

NEWFOUNDLAND POWER INC.







SCHEDULE 1

Assigned Contracts

Assigned Contracts

1. Pole Ownership Agreement
Dated: January 1, 1996

Newfoundland Telephone Company
Limited
- and -
Newfoundland and Labrador Hydro

2. Joint Use Agreement
Dated: January 1, 1993

Newfoundland Telephone Company
Limited
- and -
Newfoundland and Labrador Hydro

3. Crown Lease No. 69358
Dated: April 23, 1986
Term: 50 years from April 23, 1986
Rent: \$ 2.70 per annum

Crown
to
Terra Nova Telecommunications Inc.

Land at Lumsden containing an area of 1.076 ha for underground cable easement.
May not be assigned or used for any other purpose without the consent of the Minister of Forest Resources and Lands.

4. Crown Easement
Lease No.: 108254
Dated: October 8, 1997
Term: 50 years from October 8, 1997
Rent: \$ 50 per annum

Crown
to
NewTel Communications Inc.

Grants easement rights to erect, build, maintain, repair, renew and rebuild a transmission line including poles, anchors, guys, cables, wires, transformers on land at Grand Falls-Windsor containing 0.517 ha.

5. Crown Lease No. 74098
Dated: 19 May 1987
Term: 50 years from May 19, 1987
Rent: \$ 6.00 per annum

Crown
to
Terra Nova Telecommunications Inc.

Land between Croque and Grandois, Strait of Belle Isle containing an area of 2.5192 ha for underground telephone cable easement.
May not be assigned or used for any other purpose without the consent of the Minister of Forest Resources and Lands.

6. Wire Crossing Agreement No. A-10221
 Dated: March 21, 1975
 Annual Fee: \$ 15

Newfoundland Telephone Company
 Limited
 - and -
 Canadian National Railway Company

Grants a licence to construct a line across Railway Property at Argentia. May not be assigned without the written consent of the Railway.

7. Crown Lease No. 94708
 Dated: September 29, 1993
 Term: 50 years from September 29, 1993
 Rent: \$ 50 per annum

Crown
 to
 Newfoundland Telephone Co. Ltd.

Leases land at Port aux Basques containing an area of 11.6 square metres for outside plant interface. May not be assigned or used for any other purpose without the written consent of the Minister of Environment and Lands.

8. Crown Easement No. 104920
 Dated: March 31, 1997
 Rent: \$ 2.50 per annum
 Term: 50 years

Crown
 to
 NewTel Communications Inc.

Grants an easement to erect, build, maintain, repair, renew and rebuild a fibre optic cable line on several pieces of land at Fishell's River, Heatherton, NF containing 6013 square metres.

9. Crown Easement No. 10470
 Dated: January 8, 1996
 Rent: \$ 2.50 per annum
 Term: 50 years

Crown
 to
 Newfoundland Telephone Company Ltd.

Grants an easement to erect, build, maintain, repair, renew and rebuild a transmission line including poles, anchors, guys, cables, wires, transformers on land at Plum Point, St. Barbe containing 0.0009 ha.

10. Crown Lease No. 105299
 Dated: May 23, 1997
 Term: 50 years
 Rent: \$ 50 per annum

Crown
 to
 NewTel Communications Inc.

Leases land at Irishtown - Summerside (17.2 square metres) to be used solely for the purpose of an outside plant interface. May not be assigned or used for any other purpose only with the consent of the Minister of Government Services and Lands.

11. Crown Lease No. 104405

Dated: November 2, 1998

Term: 50 years from February 11, 1997

Rent: \$ 50 per annum

Crown

to

NewTel Communications Inc.

Leases land at Burnt Island (158.6 square metres) to be used solely for the purpose of a telephone equipment cabinet. May not be assigned or used for any other purpose without written consent of the Minister of Government Services and Lands.

12. Crown Easement No. 103831

Dated: December 12, 1995

Rent: \$ 2.50 per annum

Term: 50 years

Crown

to

Newfoundland Telephone Company Ltd.

Grants an easement to erect, build, maintain, repair, renew and rebuild a transmission line including poles, anchors, guys, cables, wires and transformers on land at old Springdale Highway.

13. Crown Easement No. 89901

Dated: November 4, 1992

Rent: \$ 2.50 per annum

Term: 50 years

Crown

to

Newfoundland Telephone Co. Ltd.

Grants an easement to erect, build, maintain, repair, renew and rebuild an underground telephone cable including poles, anchors, guys, cables, wires and transformers on land at Stephenville Crossing (104 square metres, 141 square metres and 170 square metres).

14. Crown Easement No. 105323

Dated: October 29, 1998

Rent: \$ 50 per annum

Term: 50 years

Crown

to

NewTel Communications Inc.

Grants an easement to erect, build, maintain, repair, renew and rebuild a transmission line including poles, anchors, guys, cables, wires and transformers on several pieces of land at Steady Brook, Humber East.

15. Crown Easement No. 104461

Dated: November 13, 1996

Rent: \$ 50 per annum

Term: 50 years

Crown

to

NewTel Communications Inc.

Grants an easement to erect, build, maintain, repair, renew and rebuild a pole line including poles, anchors, guys, cables, wires and transformers on land at Isle aux Morts (0.129 ha).

16. Wire Crossing Agreement
 Dated: August 11, 1976
 Rent: \$ 15 per annum

Newfoundland Telephone Company
 Limited
 - and -
 Canadian National Railway Company

Grants a licence to construct and maintain a wire crossing over Railway land at Manuels. May not be assigned or subleased without Railway written consent.

17. Wire Crossing Agreement
 Dated: October 20, 1976
 Rent: \$ 15 per annum

Newfoundland Telephone Company
 Limited
 - and -
 Canadian National Railway Company

Grants a licence to construct and maintain a wire crossing over Railway land at Corner Brook. May not be assigned or subleased without Railway written consent.

18. Wire Crossing Agreement
 Dated: June 22, 1977

Newfoundland Telephone Company
 Limited
 - and -
 Canadian National Railway Company

Grants a licence to construct and maintain a wire crossing over Railway land at Harbour Grace. May not be assigned or subleased without Railway written consent.

19. Wire Crossing Agreement
 Dated: January 21, 1977
 Rent: \$ 15 per annum

Newfoundland Telephone Company
 Limited
 - and -
 Canadian National Railway Company

Grants a licence to construct and maintain a wire crossing over Railway land at Manuels. May not be assigned or subleased without Railway written consent.

20. Wire Crossing Agreement
 Dated: August 18, 1983
 Rent: \$ 15 per annum

Newfoundland Telephone Company
 Limited
 - and -
 Canadian National Railway Company

Grants a licence to construct and maintain a wire crossing over Railway land at Stephenville. May not be assigned or subleased without Railway written consent.

21. Wire Crossing Agreement
 Dated: December 8, 1977
 Rent: \$ 15 per annum

Newfoundland Telephone Company
 Limited
 - and -
 Canadian National Railway Company

Grants a licence to construct and maintain a wire crossing over Railway land at Corner Brook.
 May not be assigned or subleased without Railway written consent.

22. Crown Easement No. 105241
 Dated: November 13, 1996
 Rent: \$ 2.50 per annum
 Term: 50 years

Crown
 to
 NewTel Communications Inc.

Grants an easement to erect, build, maintain, repair, renew and rebuild a pole line on land at Heatherton, St. Georges (3714.6 square metres).

23. Crown Easement No. 110014
 Dated: August 28, 1996
 Rent: \$ 10 per annum
 Term: 50 years

Crown
 to
 NewTel Communications Inc.

Grants an easement to erect, build, maintain, repair, renew and rebuild a transmission line on land at Milton, Trinity North.

24. Crown Easement No. 102714
 Dated: November 1, 1994
 Rent: \$ 6 per annum
 Term: 50 years

Crown
 to
 Newfoundland Telephone Company Ltd.

Grants an easement to erect, build, maintain, repair, renew and rebuild a transmission line on land between Notre Dame Junction and Norris Arm.

25. Crown Easement No. 93466
 Dated: October 14, 1992
 Rent: \$ 6 per annum
 Term: 50 years

Crown
 to
 Newfoundland Telephone Co.
 Limited

Grants an easement to erect, build, maintain, repair, renew and rebuild a transmission line on land at Blackhead, St. John's.

26. Crown Easement No. 89278
 Dated: July 14, 1991
 Rent: \$ 2.50 per annum
 Term: 50 years

Crown
 to
 Newfoundland Telephone Company
 Limited

Grants an easement to erect, build, maintain, repair, renew and rebuild a transmission line on land at Corner Brook.

27. Crown Easement No. 113931
 Dated: 1999
 Rent: \$ 100 per annum
 Term: 50 years

Crown
 to
 NewTel Communications Inc.

Grants an easement to erect, build, maintain, repair, renew and rebuild a transmission line on land at Grand Falls-Windsor.

This document has not as yet been returned from Crown Lands. Copy we have is not signed by the Minister.

28. Crown Easement No. 111339
 Dated: July 16, 1998
 Rent: \$ 50 per annum
 Term: 50 years

Crown
 to
 NewTel Communications Inc.

Grants an easement to erect, build, maintain, repair, renew and rebuild a fibre optic cable line on land at Crabb's River.

29. Crown Lease No. 77851
 Dated: January 3, 1991
 Term: 50 years
 Rent: \$ 50 per annum

Crown
 to
 Newfoundland Telephone Company Ltd.

Leases land at Flat Bay (70.9 square metres) for outside plant interface. No assignment or change of use without the written consent of the Minister.

30. Crown Easement No. 89329
 Dated: December 6, 1991
 Rent: \$ 2.50 per annum
 Term: 50 years

Crown
 to
 Newfoundland Telephone Company
 Limited

Grants an easement on land at Hawkes Bay (0.0909 ha). No Assignment or change of use without the written consent of the Minister.

31. Crown Lease No. 65525
 Dated: October 4, 1983
 Term: 50 years
 Rent: \$ 1 if demanded

Crown
 to
 Terra Nova Telecommunications Inc.

Leases land at Little Bay East (0.439 ha) for purposes of an easement. No assignment without the written consent of the Minister of Forest Resources and Lands.

32. Crown Easement No. 98451
 Dated: October 17, 1995
 Rent: \$ 2.50 per annum
 Term: 50 years

Crown
 to
 Newfoundland Telephone Co. Ltd.

Grants an easement for a transmission line on land at Badger (497 square metres).

33. Wire Crossing Agreement
 Dated: November 5, 1974
 Rent: \$ 15 per annum

Newfoundland Telephone Company
 Limited
 - and -
 Canadian National Railway Company

Grants a licence to construct and maintain a wire crossing over Railway land at Harbour Grace. No assignment without Railway consent.

34. Wire Crossing Agreement
 Dated: November 5, 1974

Newfoundland Telephone Company
 Limited
 - and -
 Canadian National Railway Company

Grants a licence to construct and maintain a wire crossing over Railway land at Carbonear. No assignment without Railway consent.

35. Wire Crossing Agreement
 Dated: November 5, 1974

Newfoundland Telephone Company
 Limited
 - and -
 Canadian National Railway Company

Grants a licence to construct and maintain a wire crossing over Railway land at Bay Roberts. No assignment without Railway consent.

36. Wire Crossing Agreement
Dated: December 10, 1974

Newfoundland Telephone Company
Limited
- and -
Canadian National Railway Company

Grants a licence to construct and maintain a wire crossing over Railway land at Argientia. No assignment without Railway consent.

37. Wire Crossing Agreement
Dated: December 19, 1974

Newfoundland Telephone Company
Limited
- and -
Canadian National Railway Company

Grants a licence to construct and maintain a wire crossing over Railway land at Brigus. No assignment without Railway consent.

38. Wire Crossing Agreement
Dated: December 28, 1982

Newfoundland Telephone Company
Limited
- and -
Canadian National Railway Company

Grants a licence to construct and maintain a wire crossing over Railway land at Grand Falls. No assignment without Railway consent.

39. Wire Crossing Agreement
Dated: December 28, 1979

Newfoundland Telephone Company
Limited
- and -
Canadian National Railway Company

Grants a licence to construct and maintain a wire crossing over Railway land at Long Pond. No assignment without Railway consent.

40. Wire Crossing Agreement
Dated: July 29, 1980

Newfoundland Telephone Company
Limited
- and -
Canadian National Railway Company

Grants a licence to construct and maintain a wire crossing over Railway land at Corner Brook. No assignment without Railway consent.

41. Wire Crossing Agreement
Dated: November 6, 1972

Newfoundland Telephone Company
Limited
- and -
Canadian National Railway Company

Grants a licence to construct and maintain a wire crossing over Railway land at Avondale. No assignment without Railway consent.

42. Licence
Dated: October 15, 1973
Rent: \$ 25 per annum
Term: From June 16, 1973 until terminated

Canadian National Railway Company
to
Newfoundland Telephone Company
Limited

Grants a licence to construct, maintain, repair and/or reconstruct and use an overhead wire crossing over and along Railway right-of-way and tracks at Bishop Falls. No transfer without Railway consent.

43. Wire Crossing Agreement
Dated: January 30, 1974

Newfoundland Telephone Company
Limited
- and -
Canadian National Railway Company

Grants a licence to construct and maintain a wire crossing over Railway land at Corner Brook. No assignment without Railway consent.

44. Wire Crossing Agreement
Dated: September 11, 1978

Newfoundland Telephone Company
Limited
- and -
Canadian National Railway Company

Grants a licence to construct and maintain a wire crossing over Railway land at Little Rapids. No assignment without Railway consent.

45. Letter Permission
Dated: February 4, 1980

Canadian National
- and -
Newfoundland Telephone Company
Limited

Grants permission to install an overhead wire crossing over Railway right-of-way at Port aux Basques.

46. Crown Easement No. 86938
 Dated: October 15, 1990
 Rent: \$ 2.50 per annum
 Term: 50 years

Crown
 to
 Newfoundland Telephone Company Ltd.

Grants an easement for a transmission line over land between St. Vincent's and St. Joseph's (101.66 square metres).

47. Crown Easement No. 112089
 Dated: October 4, 1999
 Rent: \$ 50 per annum
 Term: 50 years

Crown
 to
 NewTel Communications Inc.

Grants an easement for a transmission line over land at the Humber Valley (0.122ha).

48. Crown Easement No. 114569
 Dated: May 18, 2000
 Rent: \$ 100 per annum
 Term: 50 years

Crown
 to
 NewTel Communications Inc.

Grants an easement for a transmission line over land at Norris Arm (1.03 ha).

49. Crown Easement No. 105300
 Dated: March 26, 1998
 Rent: \$ 50 per annum
 Term: 50 years

Crown
 to
 NewTel Communications Inc.

Grants an easement for a fibre optic cable line over land at Birchy Narrows, Humber Valley (417.3 square metres).

50. Crown Lease No. 109441
 Dated: October 21, 1997
 Rent: \$ 50 per annum
 Term: 50 years

Crown
 to
 NewTel Communications Inc.

Leases land at Whitbourne (0.0087 ha) for an equipment cabinet. No assignment or change of use without written consent of the Minister of Government Services and Lands.

51. Wire Crossing Agreement
Dated: March 24, 1975

Newfoundland Telephone Company
Limited
- and -
Canadian National Railway Company

Grants a licence to construct and maintain a wire crossing over Railway land at Argientia. No assignment without Railway consent.

52. Wire Crossing Agreement
Dated: April 3, 1974

Newfoundland Telephone Company
Limited
- and -
Canadian National Railway Company

Grants a licence to construct and maintain a wire crossing over Railway land at Clark's Beach. No assignment without Railway consent.

53. Wire Crossing Agreement
Dated: November 5, 1974

Newfoundland Telephone Company
Limited
- and -
Canadian National Railway Company

Grants a licence to construct and maintain a wire crossing over Railway land at Harbour Grace. No assignment without Railway consent.

54. Wire Crossing Agreement
Dated: November 8, 1974

Newfoundland Telephone Company
Limited
- and -
Canadian National Railway Company

Grants a licence to construct and maintain a wire crossing over Railway land at Spaniard's Bay. No assignment without Railway consent.

55. NewTel approval in March, 1998 of service agreements with joint pole contractors in Grand Falls, Corner Brook and Stephenville for a 3 year period commencing on March 24, 1998 and terminating on March 23, 2001. These agreements expire on March 23, 2001.

56. NewTel approval in July, 1998 of a commitment to purchase poles from Newfoundland Hardwoods from August 1, 1998 to July 31, 2001. This commitment expires July 31, 2001.

57. Summary of pole installation costs in 8 regions across the Province.

58. NewTel approval of a joint Newfoundland Power and NewTel Pole Line Hardware Contract with 3 suppliers, Nedco, Harris & Roome and G. Pelley Ltd., from September 21, 1998 to August 31, 2001.

59. Licence Agreement
Dated: March 20, 2000

Newfoundland and Labrador Hydro
 - and -
 NewTel Communications Inc.

Hydro grants to NewTel a license to install, maintain and upgrade buried fibre optic transmission system cable on Hydro's Right-of-Way and additional FOTS cable and associated equipment and hardware above and below the ground on Hydro's Right-of-Way. The consent of the Minister of Mines, Agriculture and Resources is required to any assignment of this licence and was required for the creation of the licence in favour of NewTel.

60. Support Structure License Agreement
Dated: (undated)

NewTel Communications Inc.
 - and -
 Miawpukek Cablevision

We are told that this is one of a number of license agreements which grant the right to CATV Companies to attach their facilities to NewTel's poles. It may be assigned by either party upon 30 days written notice to the other.

61. Right of Way and Service Agreement
(Undated/Unexecuted)

Federal Crown
 - and -
 NewTel Communications Inc.

Grants to NewTel the right to enter upon, use and occupy certain land (13 ha) within Terra Nova National Park for a period of 21 years from January 1, 1996 to December 31, 2016 to be used only for the purpose of telecommunications plant and equipment necessarily incidental thereto. This Agreement may not be transferred or assigned without the prior written consent of the Minister of Canadian Heritage.

62. Draft Right of Way and Service Agreement
(Undated/Unexecuted)

Federal Crown
 - and -
 NewTel Communications Inc.

Grants to NewTel the right to enter upon, use and occupy certain land within Gros Morne National Park for a period of 21 years from April 15, 2000 to April 14, 2021 to be used only for the purpose of telecommunications plant and equipment necessarily incidental thereto. This Agreement may not be transferred or assigned without the prior written consent of the Minister of Canadian Heritage.

63. Purchase Contract between NewTel and Newfoundland Hardwoods from August 1, 1998 to July 31, 2001 for poles based on a Joint Request for Quotations made by NewTel and Newfoundland Power.

64. Contract Document Pole Installation
Dated: 98-02-09

Joint Tender Request by Newfoundland Power and NewTel for the installation and removal of poles and anchors and associated work in the St. John's Region.

65. Support Structure License Agreement
July 11, 2000

NewTel Communication Inc.
 - and -
 Miawpukek Cablevision

Grants to Miawpukek Cablevision the use of support structures where spare capacity is available. The Agreement remains in effect until superseded by an order of the CRTC.

66. Support Structure License Agreement
June 5, 2000

NewTel Communication Inc.
 - and -
 Benoit Brothers Contracting Limited

Grants to Benoit Brothers Contracting Limited the use of support structures where spare capacity is available. The Agreement remains in effect until superseded by an order of the CRTC.

67. Support Structure License Agreement
April 28, 2000

NewTel Communication Inc.
 - and -
 Riverview Cable Ltd.

Grants to Riverview Cable Ltd. the use of support structures where spare capacity is available. The Agreement remains in effect until superseded by an order of the CRTC.

68. Support Structure License Agreement
April 17, 2000

NewTel Communication Inc.
 - and -
 Ramea Broadcasting

Grants to Ramea Broadcasting the use of support structures where spare capacity is available. The Agreement remains in effect until superseded by an order of the CRTC.

69. Support Structure License Agreement
(undated oral agreement)

NewTel Communication Inc.
 - and -
 Department of Transportation

Grants to Department of Transportation the use of approximately 30 support structures in the Bonavista area at an annual rental of \$2,000.

SCHEDULE 2

Licences and Permits

Licences and Permits

Whenever Aliant places any Facilities within the municipal boundaries of the City of St. John's (the "City"), the approvals given by the City are subject to the condition that future removals or relocations, as may be necessary in the opinion of Council or the City Engineer, for the proper construction, widening or extension of streets in the City shall, when requested by the Council or the City Engineer, be carried out at the expense of Aliant.

SCHEDULE 3

Permitted Encumbrances

Permitted Encumbrances

Oral and informal easements and rights of way with private landowners permitting access to the Facilities.

Letters of Tolerance granted to private landowners to permit use of easement areas subject to conditions.

SCHEDULE 4

Legal and Regulatory Proceedings

Legal and Regulatory Proceedings

1. A dispute with Michael Monaghan, a landowner in Pasadena, regarding the location of poles and fibre optic cable on his land. This matter was initiated by a letter from counsel for Mr. Monaghan on November 9, 2000, and there has been little activity since that time. He is seeking the relocation of the poles as well as compensation. The poles in question have apparently been in place since 1946.
2. A dispute with the City of St. John's (the "City") regarding the relocation costs incurred when the City requests that Facilities within the City be moved. Discussions to resolve this matter have been unsuccessful, and many past relocations have been carried out by Aliant at the City's expense under a commitment to repay the costs to the City if it is ultimately determined that Aliant should be responsible for the costs. The City has not pursued this matter, which has been dormant for a protracted period of time.
3. A dispute arose with Newfoundland Hardwoods in connection with the supply by Newfoundland Hardwoods of defective poles. The poles were defective in that the preservation processes employed did not provide the standard levels of treatment required by agreed upon specifications for pole treatment. This was a joint action with Newfoundland Power Inc. and has now been settled. A portion of the settlement funds is still outstanding.
4. There is an outstanding balance with the Town of Placentia (the "Town") in relation to fees charged to Aliant by the Town for approving pole installation plans in 1994. Most of the amount allegedly owed was written off by the Town, but the Town still claims reimbursement for approximately \$140.00.

SCHEDULE 5

Regulatory Consents

Regulatory Consents

- Competition Bureau
- CRTC
- PUB

SCHEDULE 6

Third Party Consents

Third Party Consents

Notices, consents and approvals required under the Assigned Contracts:

9. From Newfoundland Hydro

- Pole Ownership Agreement dated January 1, 1996
- Joint Use Agreement dated January 1, 1993
- License Agreement dated March 20, 2000

10. From the Provincial Crown

- Crown Lease No. 69358, Land in Lumsden
- Crown Easement No. 108254, Grand Falls-Windsor
- Crown Lease No. 74098, Strait of Belle Isle
- Crown Lease No. 94708, Port aux Basques
- Crown Easement No. 104920, Heatherton
- Crown Easement No. 10470, Plum Point
- Crown Lease No. 105299, Irishtown/Summerside
- Crown Lease No. 104405, Burnt Island
- Crown Easement No. 103831, Springdale Highway
- Crown Easement No. 105323, Steady Brook
- Crown Easement No. 104461, Isle aux Morts
- Crown Easement No. 105241, Heatherton
- Crown Lease No. 106053, Labrador
- Crown Easement No. 110014, Milton
- Crown Easement No. 102714, Norte Dame Junction/Norris Arm
- Crown Easement No. 93466, Blackhead, St. John's
- Crown Easement No. 89278, Corner Brook
- Crown Easement No. 113931, Grand Falls-Windsor
- Crown Easement No. 111339, Crabb's River
- Crown Lease No. 77851, Flat Bay
- Crown Easement No. 89329, Hawkes Bay
- Crown Lease No. 65525, Little Bay East
- Crown Easement No. 98451, Badger
- Crown Easement No. 86938, St. Vincent's
- Crown Easement No. 112089, Humber Valley
- Crown Easement No. 114569, Norris Arm
- Crown Easement No. 105300, Birchy Narrows
- Crown Lease No. 109441, Whitbourne

11. From Canadian National Railway Company (the Crown)

- Wire Crossing Agreement (WCA) No. A - 10221, Argentia
WCA

Mantels
WCA

Comer Brook
WCA

Harbour Grace
WCA

Mantels
WCA

Stephenville
WCA

Comer Brook
WCA

Harbour Grace
WCA

Carbonear
WCA

Bay Roberts
WCA

Argentia
WCA

Brigus
WCA

Grand Falls
WCA

Long Pond
WCA

Comer Brook
WCA

Avondale
License

Bishop Falls
WCA

Comer Brook
WCA

Little Rapids
Letter of Permission

Port aux Basques
WCA

Argentia
WCA

Clarke's Beach
WCA

Harbour Grace
WCA

Spanaird's Bay

12. From the Federal Crown

- Right of Way, Terra Nova National Park
- Right of Way, Gros Morne National Park

13. Others

- Newfoundland Hardwoods
- DOT Contract

SCHEDULE 7

Environmental Matters

Environmental Matters

1. The use for the preservation of Poles of:

- (a) pentachlorophenol (penta)**
- (b) chromated copper arsenate (CCA)**
- (c) ammoniacal copper arsenate (ACA)**
- (d) creosote (blackjacks)**
- (e) copper naphthenate (CUNAP)**

2. The use as herbicides for the control of vegetation of:

- (a) Tordon 101 (Liquid)**
- (b) Tordon 10K (Pellets)**

SCHEDULE 8

Commitments

Trust Deed

Deed of Trust and Mortgage dated August 1, 1946 between Aliant Telecom Inc. (formerly the Avalon Telephone Company, Limited) and Montreal Trust Company, pursuant to which the Purchased Assets form part of the security thereunder.

FACILITIES PARTNERSHIP AGREEMENT
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SCHEDULE C **CALCULATION OF CAPITAL CONTRIBUTIONS (NON JOINT USE POLES)**

THIS FACILITIES PARTNERSHIP AGREEMENT made at St. John's, in the Province of Newfoundland, as of the 1st day of January, 2001.

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

hereinafter called "NP"

AND: ALIANT TELECOM INC., a corporation amalgamated under the laws of Canada,

hereinafter called "Aliant"

WHEREAS pursuant to the provisions of a Support Structures Purchase Agreement dated as of January 1, 2001, NP became the owner of Aliant's former support structures located within the Service Territory;

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

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

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

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

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

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

ARTICLE I
DEFINITION OF TERMS

- 1.01 The following definitions shall apply in this Agreement and the Administrative Practices attached as Schedule "A" unless the context clearly requires otherwise:
- (1) **Accumulated Depreciation** means depreciation calculated on the Support Structures using Equal Life Group (ELG) depreciation procedures used by Aliant in 2000 including estimates of the depreciation parameters of average service life and survivor curve;
 - (2) **Administrative Practices** means Schedule "A" to this Agreement;
 - (3) **Agreement** means this Facilities Partnership Agreement;
 - (4) **Anchor** means the physical components, excluding Guys, used for anchoring a Pole;
 - (5) **Annual Rental Fee** means the total rentals payable by Aliant to NP pursuant to this Agreement in respect of a calendar year;
 - (6) **Annual Rental Rate** means the annual rental rate per Pole Unit;
 - (7) **Application** means a written request for a Permit made in accordance with the provisions of the Administrative Practices;
 - (8) **Attachment** means any cable, wire, material, apparatus or fixture attached to a Pole;
 - (9) **Board** means the Board of Commissioners of Public Utilities of Newfoundland or any successor body exercising similar jurisdiction;
 - (10) **Business Day** means any day, other than Saturday or Sunday or a statutory or civic holiday, on which major Canadian chartered banks in the City of St. John's, in the Province of Newfoundland, are open for business;
 - (11) **CATV Company** means a person licensed by the CRTC to distribute cable television or telecommunication signals with Attachments to the Support Structures;
 - (12) **Closed Period** has the meaning as set forth in Clause 20.01(c);
 - (13) **Communication Space** means that area of the Pole, no less than two feet in length, to which Aliant affixes its Attachments and of which Aliant maintains control, including the right to approve Third Party access in accordance with this Agreement and the Administrative Practices, and which area adequately provides

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

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

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

- (27) **Net Book Value** means the booked investment of the Support Structures applying the accounting methodology used by Aliant in 2000 less Accumulated Depreciation;
- (28) **Non Joint Use** refers to a Support Structure that supports the Attachments of only one Party;
- (29) **Party** means a party to this Agreement;
- (30) **Permit** means the instrument in writing by which NP authorizes the Joint Use of a Support Structure in accordance with the Administrative Practices;
- (31) **Pole** means a utility pole owned by NP and used to distribute electrical power or telecommunication signals;
- (32) **Pole Line** means two or more Poles installed in a sequence;
- (33) **Pole Unit** means a Support Structure;
- (34) **Pole Top Extension** means a device attached to the top of a Pole to increase the effective height of the Pole;
- (35) **Protection Guarantee** means a guarantee related to the operational status of a specified line or apparatus issued by NP's System Control Centre under the Standard Protection Code;
- (36) **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;
- (37) **Replace/Replacement** means the substitution of a new or different Pole for an existing Pole;
- (38) **Rural Centre** means an area which is not within an Urban Centre;
- (39) **Sacrificed Value** means the costs recovered for Poles prematurely displaced as set forth in the Administrative Practices;
- (40) **Service Pole** means a Pole Unit installed to provide service to a premises and containing only service wire Attachments for that premises;
- (41) **Service Territory** means that portion of the island of Newfoundland where NP operates and distributes its services as of the Effective Date;

- (42) **Standard Protection Code** means NP's set of rules and procedures that govern the safe operation of the electrical power system;
- (43) **Substandard Pole** means any Pole which does not conform to the specifications of the Administrative Practices;
- (44) **Support Structures** means Poles, Anchors, Guys, Grounding Systems, pole cribs and related hardware owned exclusively by NP or acquired by NP and located in the Service Territory;
- (45) **Support Structures Purchase Agreement** means the agreement between the Parties dated as of January 1, 2001 wherein NP purchased Aliant's support structures from Aliant;
- (46) **Support Structures Work Request Form** means the form provided for in the Administrative Practices;
- (47) **System Control Centre** means the location from which the operation of NP's system is controlled;
- (48) **Third Party** means a person, firm or corporation who is not a Party to this Agreement;
- (49) **Third Party Attachments** means the Attachments of a Third Party;
- (50) **Transfer** means the removal of Attachments from one Pole and the placing of the same Attachments on another Pole;
- (51) **Transmission Line** means a power supply circuit operating at a voltage in excess of 25 KV, phase to phase; and
- (52) **Urban Centre** means an area as more particularly defined in Section 4 of the Administrative Practices.

ARTICLE II
TERRITORY AND SCOPE OF AGREEMENT

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

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

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

2.03

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

- (iv) where any Non Joint Use Pole of NP, as of the Effective Date, becomes a Joint Use Pole, use commercially reasonable efforts to acquire a joint interest in any Easement giving access to that Pole in the name of Aliant; and
 - (v) supply and install all new messenger strands required by Aliant during the installation of new Poles.
- (b) For greater certainty, notwithstanding the provisions of Clause 2.03(a):
 - (i) NP shall not be obliged to obtain new Easements for Aliant for the purpose of providing better or greater access to Support Structures existing as of the Effective Date or any replacement of those Support Structures for maintenance purposes; and
 - (ii) when obtaining Easements from the developer of residential subdivisions or similar planned developments on or after the Effective Date, NP shall obtain a joint Easement in favour of Aliant.
- 2.04 Aliant may place or make adjustments to Guys on Support Structures as may be necessary for Aliant's purposes from time to time and shall use reasonable engineering judgment in doing so.
- 2.05 Except as is provided in Clause 2.03 (b) (ii), where a joint Easement cannot be obtained in favour of Aliant, NP shall use commercially reasonable efforts to provide to Aliant an alternate route that is as close in quality as possible to the original proposed route and allows Aliant to gain full access to the Support Structures.
- 2.06 Aliant shall have full access to the Support Structures consistent with this Agreement and shall enjoy the same degree of control of the Communication Space, other than ownership thereof, as Aliant had previously enjoyed as the beneficial owner under the provisions of the JUA.
- 2.07 Other than is necessary to protect the priority right of Aliant to purchase Support Structures to which Aliant is attached in the event of abandonment or sale by NP of Support Structures, all other agreements between the Parties for the use of Support Structures in the Service Territory and governed under the provisions of this Agreement are hereby abrogated and annulled.

ARTICLE III
SUPPORT STRUCTURES COMMITTEE

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

ARTICLE IV
SPECIFICATION

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

ARTICLE V
DIVISION OF COSTS

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

ARTICLE VI
RENTALS AND CAPITAL CONTRIBUTIONS

6.01

- (a) During the term of this Agreement and any renewal term, Aliant shall pay the rental charges in respect of its Attachments calculated and determined in accordance with the calculation process set out in Schedule "B" of this Agreement. For the first year commencing on the Effective Date, the Annual Rental Rate shall be Thirty-two dollars (\$32.00) per Pole on which Aliant has Attachments. Commencing with the year beginning January 1, 2002, and for each subsequent calendar year, NP shall calculate the applicable Annual Rental Rate and determine the Annual Rental Fee in accordance with the calculation process set out in Schedule "B" of this Agreement.
- (b) Upon completing the calculation of the Annual Rental Fee, NP shall provide written notification to Aliant, together with the detailed calculations utilized by NP and all supporting information and documentation (the "Rental Notification"), so that Aliant may verify the Annual Rental Rate and Annual Rental Fee in question. NP shall provide the Rental Notification on or before the first day of April in the calendar year for which such rentals are being calculated, failing which Aliant shall have no obligation to pay any increases in the Annual Rental Rate or the Annual Rental Fee for the months preceding receipt of the Rental Notification by Aliant, and the increased Annual Rental Rate or Annual Rental Fee shall only be paid in the remaining months in the calendar year.
- (c) Notwithstanding the foregoing, until Aliant receives the Rental Notification in each calendar year, Aliant shall continue to make monthly payments on the basis of the Annual Rental Fee for the previous year.

6.02

- (a) During the term of this Agreement and any renewal term, Aliant shall pay a capital contribution rate in respect of the construction of each Non Joint Use Pole required by Aliant calculated and determined in accordance with the calculation process set out in Schedule "C" of this Agreement. For the first year commencing on the Effective Date, the capital contribution rate shall be Five hundred and ten dollars (\$510.00) per Non Joint Use Pole constructed for Aliant in accordance with this Agreement. Commencing with the year beginning January 1, 2002, and for each subsequent calendar year, NP shall, calculate and determine the applicable capital contribution rate in accordance with the calculation process set out in Schedule "C" of this Agreement.

- (b) Upon completing the calculation of the capital contribution rate, NP shall provide written notification to Aliant, together with the detailed calculations utilized by NP and all supporting information and documentation (the "Capital Contribution Rate Notification"), so that Aliant may verify the appropriateness and calculation of the amount in question. NP shall provide the Capital Contribution Rate Notification on or before the first day of April in the calendar year for which such capital contribution rate is being calculated, failing which Aliant shall have no obligation to pay any increase in the capital contribution rate for the months preceding receipt of the Capital Contribution Notification by Aliant, and the increased capital contribution rate shall only be paid for the remaining months in the calendar year.
- (c) Notwithstanding the foregoing, until Aliant receives the Capital Contribution Rate Notification in each calendar year, Aliant shall make any required capital contribution on the basis of the capital contribution rate for the previous year.

6.03

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

6.04

- (a) In the event that a Pole to which Aliant has contributed in accordance with Clause 6.02 becomes a Joint Use Pole, or an electric utility that is not a Party is permitted to place Attachments outside the Communication Space on the Pole, NP shall reimburse Aliant the unamortized portion of Aliant's capital contribution rate for that Pole.
- (b) In the event that a Third Party, other than an electric utility, wishes to place Attachments outside of the Communication Space on a Pole to which Aliant has contributed in accordance with Clause 6.02, NP shall obtain a reasonable capital contribution in respect of that Pole from the Third Party and shall pay to Aliant the capital contribution collected.

6.05

- (a) The number of Poles to be used for the calculation of the Annual Rental Fee shall be the number of Poles with Attachments of Aliant as at December 31, 2000 (the "Occupied Pole Units") and shall be modified annually in accordance with the adjustment mechanisms set out in Schedule "B".
- (b) In the event that NP acquires Support Structures outside the Service Territory, the percentage factor employed in determining the number of Occupied Pole Units as set out in Schedule "B" shall be modified accordingly.

- 6.06 During the initial term and any renewal terms, Aliant shall, at the request of NP, purchase from NP any Non Joint Use Poles from which Aliant removes its Attachments at the Net Book Value of those Poles, provided that if a Third Party has Attachments on the Pole and NP does not relocate the Attachments of the Third Party within one hundred and eighty (180) days of being notified by Aliant of the removal of its Attachments, Aliant shall not be required to purchase that Pole.

ARTICLE VII
THIRD PARTY RIGHTS

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

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

7.02

- (a) Except as provided in this Article, where a Third Party makes a request to place its Attachments within the Communication Space of existing Support Structures, NP shall process the information from the Third Party in accordance with this Agreement and the Administrative Practices and shall forward that information to Aliant for approval.
- (b) Aliant shall consent to the placement of Attachments by any Third Party within the Communication Space of existing Support Structures pursuant to this Agreement and the Administrative Practices where such consent is not inconsistent with Aliant's current and anticipated future service requirements ("Service Requirements"). Once a determination is made by Aliant with respect to the Service Requirements, the matter shall be referred back to NP, together with the information required by Clause 7.07. NP shall advise the Third Party of the determination made and, where the placement of the Attachments is to be permitted, NP shall enter into an agreement with the Third Party in a form which recognizes Aliant's control of the Communication Space.
- (c) For greater certainty, NP is not required to forward to Aliant the information specified in Article 7.02 (a) for attachment of subscriber drop wires, transfer of Attachments to Replacement Poles, Attachments to Support Structures required for new Extensions or Attachments to Non Joint Use Poles where only NP has Attachments, and NP may, subject to this Agreement, allow any Third Party to place Attachments in those instances without the approval of Aliant, provided that the Attachments are placed in accordance with the Administrative Practices.

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

- (a) consult with one another in the planning and engineering of the appropriate use of the Communication Space;
- (b) receive and consider requests for Attachments within the Communication Space in accordance with this Agreement and the Administrative Practices;
- (c) maintain such records as each deems necessary for the prudent management of the Communication Space;
- (d) undertake the processing of applications and communicate with each other with respect to the Communication Space in accordance with this Agreement and the Administrative Practices;
- (e) in the event that NP's existing contracts with Third Parties are to be revised or modified or where NP is entering into contracts with new Third Parties, consult with one another to ensure that the reasonable concerns of Aliant in connection with the management and control of the Communication Space are addressed, and, in any event, NP shall not enter into a revised, modified or new contract with any Third Party upon terms which do not reflect the intention and terms of this Agreement; and
- (f) undertake such inspections or re-inspections as each deems necessary to ensure compliance by Third Parties to the designed use of the Communication Space.

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

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

7.06

- (a) NP shall take all reasonable steps to ensure the appropriate management of the presence of Third Parties in the Communication Space.
- (b) In the event of non-compliance by any Third Party in relation to the designed use of the Communication Space or where a Third Party places Attachments without

the necessary consent of Aliant, NP shall use its best efforts to implement corrective measures in consultation with Aliant and shall immediately notify the Third Party in writing of the unauthorized Attachments and the corrective action necessary.

- (c) Should a problem of unauthorized Attachments in the Communication Space exist after one year following the date of execution of this Agreement, Aliant may request that NP address the matter with any Third Party that is responsible for unauthorized Attachments, and NP shall take such steps, including legal action, as may be necessary to resolve the matter.

- 7.07 Where Aliant determines, in accordance with Clause 7.02 (b), that without modification of the existing Support Structures the proposed Attachments of Third Parties are inconsistent with Aliant's Service Requirements or the Support Structures are otherwise unsuitable for the proposed Attachments, Aliant shall advise NP of the work necessary to make the Support Structures suitable for the proposed Attachments, including the portion of the work to be completed by Aliant and the estimated cost to Aliant of preparing the Support Structures for the proposed Third Party Attachments in accordance with the Administrative Practices. NP shall pay to Aliant the estimated costs to be incurred by Aliant prior to the commencement of any necessary work.
- 7.08 In the event of an emergency, Aliant shall have priority access to the Support Structures and may, in its discretion, relocate, Rearrange, replace or Transfer the Attachments of any Third Party in the Communication Space or perform any temporary work that may be deemed necessary by Aliant to respond to the emergency.
- 7.09 Should NP be advised or otherwise become aware of damage to Support Structures that may have an effect on Aliant's Attachments, NP shall immediately inform Aliant so that corrective action may be undertaken.
- 7.10 Regardless of any contrary provision in any agreement between NP and a Third Party, in the event of a sale or abandonment of any of the Support Structures on which Aliant has Attachments, Aliant shall have the first right to purchase the same for the Net Book Value of the Support Structures and otherwise in accordance with the terms of this Agreement.
- 7.11 Except in the case of an emergency when notice cannot be given, NP shall not relocate, Rearrange, replace or Transfer Aliant's Attachments or allow any Third Party to do so without giving notice to Aliant and receiving Aliant's consent.

- 7.12 Aliant shall assign to NP all of Aliant's right to bill and collect monies from Third Parties with respect to their Attachments on the Support Structures as of and from the Effective Date.
- 7.13 Aliant's rights as set out in this Article shall be exercised in accordance with the requirements established from time to time by any Governing Body.

ARTICLE VIII
LIABILITIES AND DAMAGES

- 8.01 This Agreement is intended for the mutual benefit and protection of the Parties, and non-conformity with this Agreement shall not create any presumption of fault on the part of either Party in favour of any Third Party.
- 8.02
- (a) Whenever any liability is proven against either or both of the Parties for injuries to or the death of any persons, including employees of either Party, for damages to any property, or for any other damages or injuries arising out of the construction, installation, presence or use of Support Structures under this Agreement, the liability for such damages as between the Parties shall be as follows:
 - (i) where one Party is negligent, that Party shall be wholly liable for the resultant damages; and
 - (ii) where both Parties are negligent, the Parties shall share the liability for the resultant damages in the same proportion that their negligence contributed to the damages.
 - (b) Where the Parties are unable to agree upon the proportion of liability, the issue of apportionment of liability between the Parties shall be decided by arbitration as provided in Article XVII – Arbitration.
 - (c) In respect of a damage claim which is made against or affects both Parties, the Parties agree to use their best efforts to settle the claim upon reasonable terms agreed to by both Parties. In the event that the proportion of liability for each Party has been agreed upon or decided by arbitration, and the claimant desires to settle upon terms acceptable to one Party but not the other Party, the following shall apply:
 - (i) the Party to which the settlement is acceptable may give written notice to the other Party of its willingness to accept the settlement amount;
 - (ii) if the other Party does not agree to accept the settlement within fifteen (15) days after such notice, the Party which gave the notice (the "Notice Party") may choose to withdraw from the dispute and the other Party (the "Disputing Party") shall defend the claim. The Notice Party may choose to defend its own position in the dispute;

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

8.03

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

negligence of its agents, employees, or representatives for the Losses in the same proportion that the negligence contributed to the Losses.

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

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

ARTICLE IX
DEFAULT AND TERMINATION

9.01

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

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

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

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

Attachments. Disputes in respect of the operation of this Clause shall be settled by arbitration as provided in Article XVII – Arbitration.

9.05 Notwithstanding any other provision of this Agreement, Aliant may terminate this Agreement at any time by providing at least twelve (12) months written notice to NP.

9.06 Upon any termination of this Agreement, other than pursuant to Article XII:

- (a) either Party may require confirmation of the number of Poles to which Aliant is attached. In the absence of agreement between the Parties as to the appropriate methodology to obtain this confirmation, the Parties shall participate equally in the completion of a Pole count survey and shall share equally in any expenses reasonably incurred in connection with the survey for services rendered by any Third Party;
- (b) subject to this Clause, Aliant shall purchase from NP the Non Joint Use Support Structures occupied by Aliant at their Net Book Value and a forty percent (40%) interest in the Joint Use Support Structures at forty percent (40%) of the Net Book Value of the Joint Use Support Structures;
- (c) NP shall transfer to Aliant:
 - (i) all licences, permits, approvals, consents, certificates, registrations and authorizations, whether governmental, regulatory or otherwise, relating to the Poles and Support Structures to be purchased by Aliant;
 - (ii) all books, records, lists, material, data, manuals and files relating to the Poles and Support Structures to be purchased by Aliant; and
 - (iii) the right to bill and collect monies from Third Parties with respect to Attachments to the Support Structures to be purchased by Aliant; and
- (d) existing Support Structures shall continue to be covered by the provisions of this Agreement including the billing and payment provisions of this Agreement until either:
 - (i) the use of Support Structures has been discontinued by Aliant; or
 - (ii) a new revenue-neutral joint use agreement in relation to Support Structures, using the JUA as a model, is reached between the Parties.

ARTICLE X
IMPOSSIBILITY OF PERFORMANCE

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

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

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

ARTICLE XI
ASSIGNMENT OF RIGHTS

- 11.01 Except as provided in Article XII – Right of First Refusal, and Clause 11.04, neither Party shall assign or otherwise dispose of this Agreement, or its rights under this Agreement, without the written consent of the other Party, which consent shall not be unreasonably withheld.
- 11.02
- (a) Nothing in this Agreement shall prevent or limit the right of NP to mortgage any or all of its property, rights or privileges, and in the case of the foreclosure of such mortgage, its rights and obligations pursuant to this Agreement shall pass to and be acquired and assumed by the purchaser on the foreclosure. Notwithstanding the foregoing, prior to using the Support Structures as secured assets for supplemental financing under its Trust Deed, NP shall ensure that the Trustee accepts this Agreement as a prior encumbrance upon the assets to be used as security for the supplemental financing.
 - (b) In the event that NP becomes aware of a circumstance that could cause a security holder to seek a remedy affecting the Support Structures, NP shall provide written notice of this circumstance to Aliant as soon as is reasonably possible.
- 11.03 Except as provided in Clause 11.04, if shares of a Party are transferred by sale, assignment, operation of law or any other means so as to result in a change in the effective voting or other control of the Party, the change of control will be deemed an assignment of the Agreement and Clause 11.06 will apply. For the purposes of this Clause 11.03, control means:
- (a) the right to exercise a majority of the votes that may be voted at a general meeting of shareholders;
 - (b) the right to elect or appoint, whether directly through the ownership of securities, or indirectly through a trust, agreement or other arrangement, a majority of the directors or other persons who have the right to manage or supervise the management of the affairs or business of the Party; or
 - (c) the possession, directly or indirectly, of the power to direct or control the management and policies of the Party, whether through the ownership of voting securities, by control or otherwise.

- 11.04 Change of control or assignment to an entity which is controlled, directly or indirectly by the Party or its parent corporation, or to a corporation that controls the Party, directly or indirectly, shall be permitted without the consent of the other Party. However, written notice of such change of control must be provided to the other Party as soon as possible, and in no event later than fifteen (15) days after the notifying Party becomes aware of such change of control.
- 11.05 Where either Party assigns any of its rights under this Agreement in whole or in part to any subsidiary, affiliate or holding company or as otherwise permitted under Clause 11.04, that Party shall remain bound by the obligations in this Agreement jointly and severally with the assignee, unless otherwise agreed between the Parties.
- 11.06 Where there is a change of control of a Party within the meaning of Clause 11.03, or where either Party violates Clause 11.01, the other Party may, in its discretion, elect to terminate this Agreement, and the provisions of Article 9.06 shall apply. The effective date of termination pursuant to this Clause 11.06 shall be the first January 1st following the change of control which is not less than six months later than the date of the change of control.

ARTICLE XII
RIGHT OF FIRST REFUSAL

12.01

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

ARTICLE XIII
NOTICES

13.01

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

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

ARTICLE XIV
INVOICES AND PAYMENTS

- 14.01 The Annual Rental Fee shall be calculated in accordance with Article VI – RENTALS AND CAPITAL CONTRIBUTIONS and shall be due and payable in equal consecutive monthly installments on the first of each month.
- 14.02 NP shall issue to Aliant monthly invoices for rentals in an amount equal to one-twelfth (1/12) of the Annual Rental Fee. The Annual Rental Fee shall become effective on:
- (a) the first day of the calendar year to which the rentals apply; or
 - (b) where the Rental Notification pursuant to Clause 6.01 is received by Aliant after the first day of April, as provided in Clause 6.01 (b).
- 14.03 NP shall issue to Aliant an invoice for capital contributions payable pursuant to Clause 6.02 as the same are incurred by Aliant. The capital contribution rate payable per Non Joint Use Pole constructed at Aliant's request shall become effective on:
- (a) the first day of the calendar year to which the capital contribution rate applies ; or
 - (b) where the Capital Contribution Rate Notification pursuant to Clause 6.02 is received by Aliant after the first day of April, as provided in Clause 6.02 (b).
- 14.04
- (a) Except as otherwise provided, accounts shall be deemed overdue if not paid within sixty (60) days after the receipt of an invoice. Interest is payable on overdue accounts at a monthly rate of one-twelfth (1/12) of the annual rate determined as the lowest current prime commercial lending rate during that month at the Bank of Montreal plus one percent (1%). Such interest charges shall be compounded at the monthly rate for each month or part month the account remains overdue.
 - (b) Rental payments pursuant to Clause 6.01 shall be deemed overdue if not paid within thirty (30) days after the receipt of an invoice, except that no interest shall accrue on rental amounts invoiced on the basis of a Rental Notification until sixty (60) days following receipt by Aliant of the Rental Notification. Interest is payable on overdue accounts at a monthly rate of one-twelfth (1/12) of the annual rate determined as the lowest current prime commercial lending rate during that month at the Bank of Montreal plus one percent (1%). Such interest charges shall be compounded at the monthly rate for each month or part month the account remains overdue.

- (c) In the event that Aliant receives the Rental Notification or the Capital Contribution Rate Notification after the first day of April, the date after which Aliant is obliged to pay interest shall be extended by the number of days after the first day of April that Aliant received such invoice.

14.05 Subject to this Agreement, Aliant shall make monthly payments to NP as reflected in the most recent monthly invoice provided by NP in accordance with Clause 14.02. The first monthly invoice provided to Aliant on or after receipt by Aliant of the Rental Notification shall include the amount that is the difference between the total of the monthly payments already due in respect of the months from January to March in the calendar year and the total of the applicable monthly amounts payable in accordance with the re-calculated Annual Rental Fee in respect of the months from January to March.

14.06 Subject to this Agreement, Aliant shall make payments for capital contributions pursuant to Clause 6.02 based on the capital contribution rate reflected in the most recent Capital Contribution Rate Notification. When the Capital Contribution Rate Notification is received by Aliant on or before the first day of April, NP shall issue to Aliant, together with the Capital Contribution Rate Notification, an invoice for the difference between the total of capital contributions payable by Aliant between the 1st day of January and the 31st day of March and the total of the said capital contributions payable in accordance with the re-calculated capital contribution rate set out in the Capital Contribution Rate Notification.

14.07

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

14.08

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

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

- 14.09 Where any payment due by Aliant under this Agreement is received by NP more than sixty (60) days after its due date as a result of a matter of being referred to arbitration, the requirement to pay any interest shall be determined in the arbitration.
- 14.10 NP shall provide to Aliant a monthly statement of account, detailing all invoiced amounts and interest, together with invoice numbers, and payments made by Aliant, for the month in question.
- 14.11 Where, under this Agreement, it is considered advisable by agreement of both Parties, in the interest of economy, to use unit charges as representing the cost of certain operations in lieu of actual costs, nothing in the foregoing terms of this Article XIV shall preclude that practice.
- 14.12 Aliant shall have the right to set off against any monies due and owing to NP under this Agreement the amount of any payment due and owing by NP to Aliant pursuant to Article IV of the Support Structures Purchase Agreement.
- 14.13 All invoices issued in accordance with this Agreement shall specify the amount of Harmonized Sales Tax payable, if any.

ARTICLE XV
WAIVER OF TERMS OR CONDITIONS

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

ARTICLE XVI
PAYMENT OF TAXES

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

ARTICLE XVII
ARBITRATION

17.01

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

ARTICLE XVIII
TERM OF AGREEMENT

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

18.02

(a) Following the expiration of the term of this Agreement, this Agreement shall continue in force for further ten (10) year renewal terms, upon the same terms and conditions as the initial term or upon such other terms and conditions as the Parties may agree, unless written notice of either an intention not to renew the Agreement or an intention to renew the Agreement for a different term or upon different terms and conditions is given by either Party to the other Party, no later than six (6) months before the expiration of the term of the Agreement.

(b) Notwithstanding the foregoing, the Annual Rental Rate for the initial year of a renewal term shall be re-calculated using the same methodology used to calculate the Annual Rental Rate for the previous term of this Agreement (embedded cost per Pole times carrying charge) with the exception of:

(i) the embedded cost of the Poles shall be reduced by the total amount of capital contributions paid by Aliant to NP pursuant to Clause 6.02 during the previous term of this Agreement; and

(ii) the re-calculated rate shall be adjusted to reflect a notional allocation of Third Party revenues on the basis of a ratio of sixty-two point five per cent (62.5%) for Aliant and thirty-seven point five per cent (37.5%) for NP;

provided that the Annual Rental Rate so calculated shall not be greater than the rate derived from using the Annual Rental Rate in effect in year one of the previous term of the Agreement, inflated annually over the previous term by sixty per cent (60%) of GDPPI.

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

- 18.04 Upon any renewal of this Agreement, either Party may, by written notice to the other Party no later than six (6) months before the expiration of the current term of the Agreement, require confirmation of the number of Poles to which Aliant is attached. In the absence of agreement between the Parties as to the appropriate methodology to obtain this confirmation, the Parties shall participate equally in the completion of a Pole count survey and shall share equally in any expenses reasonably incurred in connection with the survey for services rendered by any Third Party.
- 18.05 All other terms of this Agreement shall apply to any renewal unless otherwise agreed upon by the Parties.
- 18.06 In the event that either Aliant or NP elects not to renew this Agreement after the initial term or any subsequent renewal term, the termination provisions in Clause 9.06 shall apply.

ARTICLE XIX
REGULATORY IMPACT

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

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

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

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

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

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

19.05

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

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

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

ARTICLE XX
NON-COMPETITION

20.01

- (a) Subject to this Agreement, during the Closed Period, NP shall not, either individually, in partnership or jointly with any person, firm, association, corporation or any other entity, as principal or agent, investor or partner, or in any other manner, directly or indirectly, carry on, be engaged in, or have a financial interest in the business of providing telecommunications on the island of Newfoundland in direct competition with Aliant, or its successors and permitted assigns. For greater certainty, the provision of Support Structure services to Third Parties shall not be considered to be competition with Aliant for the purposes of this Article.
- (b) During the Closed Period, Aliant shall not, either individually, in partnership or jointly, with any person, firm, association, corporation or any other entity, as principal or agent, investor or partner, directly or indirectly, carry on, be engaged in, or have a financial interest in the business of providing electrical power on the island of Newfoundland in direct competition with NP, or its successors and assigns.
- (c) For the purposes of this Article, the "Closed Period" shall be defined as the period from the Effective Date until any termination of this Agreement, or the termination of any renewal of this Agreement, plus an additional period of:
 - (i) twelve (12) months from the termination date, or in the event that such additional period is found by a Court of competent jurisdiction to be unreasonable or unenforceable;
 - (ii) nine (9) months from the termination date, or in the event that such additional period is found by a Court of competent jurisdiction to be unreasonable or unenforceable;
 - (iii) six (6) months from the termination date, or in the event that such additional period is found by a Court of competent jurisdiction to be unreasonable or unenforceable;
 - (iv) zero (0) months.

ARTICLE XXI
GENERAL PROVISIONS

- 21.01 This Agreement shall enure to the benefit of and shall be binding upon the successors and, subject to Article XI - Assignment of Rights, upon the permitted assigns of the Parties.
- 21.02
- (a) In this Agreement and in the Administrative Practices, the words "Article" and "Clause" shall refer to the specific portions of the Agreement itself, and the word "Section" shall refer to the specific portions of the Administrative Practices.
 - (b) The headings used in this Agreement and in the Administrative Practices are for information purposes only and shall not be construed as part of this Agreement.
- 21.03 The Administrative Practices shall be read in conjunction with each of the Articles contained in this Agreement, provided that in the event of a conflict between any Article and the Administrative Practices, the Article shall prevail. Any additions or amendments to the Administrative Practices shall be subject to the approval of the Parties as outlined in the Administrative Practices and shall have effect from the date specified in the written approval.
- 21.04 Unless otherwise indicated, all dollar amounts in this Agreement are expressed in Canadian funds.
- 21.05 The division of this Agreement into Articles, Sections and Sub-Sections and the insertion of headings are for convenience of reference only and shall not affect the interpretation of this Agreement.
- 21.06 In this Agreement, words importing the singular number only shall include the plural and vice versa, words importing gender shall include both genders and words importing persons shall include individuals, corporations, partnerships, associations, trusts, unincorporated organizations, governmental bodies and other legal or business entities of any kind whatsoever.
- 21.07 This Agreement and the Support Structures Purchase Agreement constitute the entire Agreement between the Parties with respect to the subject matter of this Agreement and supercedes all prior agreements, understandings, negotiations and discussions, whether written or oral. There are no conditions, covenants, agreements, representations,

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

21.08 Time shall be of the essence of this Agreement.

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

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

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

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

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

ALIANTELECOM INC.

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

NEWFOUNDLAND POWER INC.

ADMINISTRATIVE PRACTICES

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SCHEDULE "A"

FACILITIES PARTNERSHIP AGREEMENT ADMINISTRATIVE PRACTICES

SECTION 1 - GENERAL

1.01 Introduction

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

1.02 Transmission Line Poles

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

(a) New Joint Use Crossing Beneath Transmission Lines

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

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

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

1.03 Circuit Limitations

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

1.04 Voltage Conversion Co-ordination

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

1.05 Prior Notification of Work on Joint Use Support Structures

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

1.06 Information Respecting Electrical Faults

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

SECTION 2 – SUPPORT STRUCTURES COMMITTEE

2.01 Responsibilities

The Parties shall establish and maintain a liaison committee to be known as the Support Structures Committee consisting of four members, of which each of the Parties shall appoint two members, and the Support Structures Committee shall:

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

2.02 Composition

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

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

2.03 Frequency of Meetings

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

2.04 Decisions

No decision or recommendation, including the amendment of these Administrative Practices, shall be made unless there is unanimous agreement of all members of the Support Structures Committee.

SECTION 3 - PLANNING & CO-ORDINATION

3.01 Identification of Support Structures

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

3.02 Purpose of Planning

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

3.03 Planning Meetings

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

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

3.04 Unidentified Support Structures

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

SECTION 4 – APPLICATIONS, PERMITS and SUPPORT STRUCTURES WORK REQUESTS

4.01 Initial Contact

Where Aliant:

- (a) wishes to place Attachments on a Support Structure;
- (b) wishes to place additional Attachments, or upgrade existing Attachments on a Support Structure; or
- (c) wishes to have Non Joint Use Poles placed;

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

4.02 Exception to Procedure

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

4.03 Application for Permit

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

4.04 Processing of Application from Aliant

- (a) Where the Application is acceptable to NP with no or only minor additions and/or modifications, NP shall, within the time frames stipulated in Table 4.04a, return an approved copy of the Support Structures Work Request Form to Aliant indicating

that the Support Structures are suitable for the proposed Attachments. The approved Support Structures Work Request Form shall then constitute a Permit giving Aliant the right to use the space for Attachments of the character specified in the Support Structures Work Request Form.

Table 4.04a

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

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

Table 4.04b

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

4.05 Request for Third Party Attachments to Support Structures

(a) Third Party Support Structure Requests Authorized By NP

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

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

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

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

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

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

(d) **Make-Ready Work**

Aliant shall use Table 4.06(2)(ii) as a guideline for the completion of Make-Ready Work as requested by Third Parties.

4.06 Guideline for Completion of Support Structures Work Requested by Aliant

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

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

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

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

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

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

SECTION 5 - ESTABLISHING JOINT USE OF EXISTING SUPPORT STRUCTURES

5.01 Replacement of Poles, Pole Units or Support Structures

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

5.02 Replacement of Support Structures for Aliant's Attachments

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

5.03 Replacement of Support Structures for NP's Attachments

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

5.04 Additional Pole Units in Existing Pole Lines

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

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

5.05 Requirements for Additional Anchors and Guys

On Non Joint Use Pole Lines built prior to January 1, 2001 that are brought into Joint Use, should the new Attachments of Aliant require the placing of additional Anchors and Guys, the responsibility for the necessary work and the sharing of costs shall be in accordance with Section 7.15.

5.06 Non Joint Use Poles Brought Into Joint Use

- (a) In the event that a Pole to which Aliant has contributed in accordance with Clause 6.02 of the FPA becomes a Joint Use Pole, or an electric utility that is not a Party is permitted to place Attachments outside the Communication Space on the Pole, NP shall reimburse Aliant the unamortized portion of Aliant's capital contribution rate for that Pole in accordance with SECTION 15 – PRICE SCHEDULES.
- (b) In the event that a Third Party, other than an electric utility, wishes to place Attachments outside of the Communication Space on a Pole to which Aliant has contributed in accordance with Clause 6.02 of the FPA, NP shall obtain a reasonable capital contribution in respect of that Pole from the Third Party and shall pay to Aliant the capital contribution collected.

5.07 Installing and Modifying Attachments

- (a) Other than the initial messenger strand and associated Guys, which will be supplied and installed by NP in accordance with Section 6.04, each Party shall supply and install, Transfer, Rearrange and remove its own Attachments on the Poles, including any special equipment such as protection, special crossarms, Guys or other types of construction required to sustain unbalanced loads due to its Attachments. Each Party

shall perform such work promptly and in such a manner as not to interfere with the service of the other Party and at all times in accordance with the provisions of these Administrative Practices.

- (b) Aliant may place or make adjustments to Guys as may be necessary for Aliant's purposes from time to time, and shall advise NP of the placement or adjustment of Guys as soon as reasonably possible.
- (c) In the event that Aliant places Guys, Aliant shall, at the same time, also place necessary Guy guards as determined by Aliant and, once placed, the responsibility for the maintenance of the Guys and Guy guards shall vest in NP.

5.08 Pole Top Extensions

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

5.09 Modifications to be Made Prior to Attaching

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

SECTION 6 – ESTABLISHING NEW SUPPORT STRUCTURES

6.01 Co-ordination

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

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

6.02 Construction of Support Structures

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

6.03 Construction Contribution for Non Joint Use Support Structures

Aliant shall pay a capital contribution for construction of new Non Joint Use Support Structures in accordance with Clause 6.02 of the FPA.

6.04 Responsibility for Installing Attachments

Subject to this Section 6.04, each Party shall supply and install, at its own expense, its own Attachments on new Support Structures, including any special equipment such as protectors, special crossarms and Guys or other types of construction required to sustain unbalanced loads due to its Attachments. Each Party shall perform such work promptly and in such a manner as not to interfere with the service of the other Party and at all times in accordance with these Administrative Practices. Each Party will place its Attachments on new Support Structures as provided in SECTION 16 - CONSTRUCTION PRACTICES. Notwithstanding the foregoing, NP shall place at its own expense the messenger strand and Guys required by Aliant during the installation of new Poles, and NP shall consult with Aliant to determine its needs in this regard. Upon installation, ownership of the messenger strand shall transfer automatically to Aliant and ownership of Guys shall be with NP.

6.05 Pole Identification

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

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

7.01 Replacement of Poles, Pole Units or Support Structures

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

7.02 Replacement of Joint Use Support Structures for Aliant's Additional Attachments

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

7.03 Replacement of Joint Use Support Structures for NP's Additional Attachments

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

7.04 Replacement of Non Joint Use Support Structures for Aliant's Additional Attachments

- (a) Where Non Joint Use Support Structures placed prior to January 1, 2001 are not suitable, as provided in SECTION 16 - CONSTRUCTION PRACTICES, for the proposed additional Attachments of Aliant, NP shall replace the Support Structures and the costs involved in Transferring, Rearranging or removing the Attachments of Aliant shall be paid by Aliant. Aliant shall pay NP a capital contribution for the Support Structures installed in accordance with Clause 6.02 of the FPA and Aliant shall pay NP the Sacrificed Value of the Support Structures removed in accordance with SECTION 15 - PRICE SCHEDULES.

- (b) Where Non Joint Use Support Structures placed after January 1, 2001 are not suitable, as provided in SECTION 16 - CONSTRUCTION PRACTICES, for the proposed additional Attachments of Aliant, NP shall replace the Support Structures and the costs involved in Transferring, Rearranging or removing the Attachments of Aliant shall be paid by NP.

7.05 Additional Pole Units in Existing Joint Use Pole Lines

- (a) Where a Party requires the installation of an additional Pole Unit in an existing Joint Use Pole Line, that Party must forward a completed Support Structures Work Request Form to the other Party, and;
 - (i) where one Party requires the installation of an additional Pole Unit in an existing Joint Use Pole Line and the other Party does not require the additional Pole Unit, NP will install the unit and the Party requiring the Additional Pole Unit will pay the costs of placing the Attachments of both Parties.
 - (ii) where both Parties require the installation of an additional Pole Unit in an existing Joint Use Pole Line, NP shall install the unit and each Party shall bear its own costs of placing the Attachments.
- (b) In Sections 7.05 and 7.06, an "additional Pole Unit" includes a mid-span Pole Unit if required in a span length between two Pole Units that exceeds 61 metres.
- (c) The Party who did not request the Pole Unit is expected to use reasonable engineering judgment in assessing whether it will derive a benefit from the additional Pole Unit, and if such Party will derive a benefit from the additional Pole Unit, the Parties shall bear their own costs of attaching to the Pole Unit.

7.06 Additional Pole Units in Existing Non Joint Use Pole Lines

- (a) Where Aliant requires the installation of an additional Pole Unit in an existing Non Joint Use Pole Line, NP will install the Pole Unit and Aliant shall pay NP a capital contribution in accordance with Clause 6.02 of the FPA.
- (b) Where NP requires the installation of an additional Pole Unit in an existing Non Joint Use Pole Line, NP will install the Pole Unit and pay the cost of Aliant attaching to the Pole Unit.

7.07 Replacement of Substandard Joint Use Poles

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

7.08 Replacement of Substandard Non Joint Use Poles

- (a) For Non Joint Use Pole Lines constructed prior to January 1, 2001, where Non Joint Use Support Structures are not suitable, as provided in SECTION 16 - CONSTRUCTION PRACTICES, for the existing Attachments of Aliant and the condition of the Support Structures presents a safety or service hazard, NP shall replace the Support Structures and the costs involved in Transferring, Rearranging or removing the Attachments of Aliant shall be paid by Aliant. Aliant shall pay NP a capital contribution for the Support Structures installed in accordance with Clause 6.02 of the FPA and Aliant shall pay NP the Sacrificed Value of the Support Structures removed in accordance with SECTION 15 - PRICE SCHEDULES.
- (b) For Non Joint Use Pole Lines constructed after January 1, 2001, where Non Joint Use Support Structures are not suitable, as provided in SECTION 16 - CONSTRUCTION PRACTICES, for the existing Attachments of Aliant and the condition of the Support Structures presents a safety or service hazard, NP shall replace the Support Structures and pay the Transfer costs of Aliant.

7.09 Non Joint Use Poles Brought Into Joint Use

In the event that a Non Joint Use Pole to which Aliant has made a capital contribution in accordance with Clause 6.02 of the FPA becomes a Joint Use Pole, then NP shall reimburse Aliant the unamortized portion of its capital contribution for that Pole in accordance with SECTION 15 - PRICE SCHEDULES.

7.10 Replacement of Transformer Poles

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

7.11 Replacement of Specific Poles

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

7.12 Transferring and Rearranging Attachments

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

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

7.13 Placement of New Attachments

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

7.14 Modifications to be Made Prior to Additional Joint Use

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

7.15 Requirements for Additional Anchors and Guys

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

- (a) Aliant shall place the additional Guys and bear the associated costs of the Parties;
and
- (b) NP shall place the additional Anchors, and:
 - (i) on Joint Use Pole Lines built prior to January 1, 1988, Aliant shall bear the associated costs of the Parties;
 - (ii) on Joint Use Pole Lines built on or after January 1, 1988, NP shall bear the associated costs of the Parties;
 - (iii) on Non Joint Use Pole Lines built prior to January 1, 2001, Aliant shall bear the associated costs of the Parties; and
 - (iv) on Non Joint Use Pole Lines built on or after January 1, 2001, NP shall bear the associated costs of the Parties.

7.16 Requirements of Governing Bodies or Property Owners

- (a) Where a Governing Body or property owner acting within the scope of its authority renders necessary or desirable the relocating, removing or replacing of a Joint Use or Non Joint Use Support Structure or the Transferring or Rearranging of Attachments thereon, each Party shall notify the other Party of such requirement without delay and the date on which the required work is to be done.
- (b) Where the Governing Body or property owner is to bear all or part of the cost of the work, NP shall make arrangements with the Governing Body or property owner for the billing and collection of the costs of both Parties which are payable by the Governing Body or property owner. Under this arrangement, NP shall reimburse Aliant for its costs that are payable by the Governing Body or property owner.

- (c) The City of St. John's and the Department of Works, Services and Transportation are special cases. In the case of relocations within the City of St. John's municipal boundaries and in cases involving the Department of Works, Services and Transportation, NP shall co-ordinate its work with Aliant with the intention that NP not frustrate Aliant's efforts to recover its reasonable costs. In these special cases, Aliant shall be responsible for recovering its costs.

SECTION 8 - TRANSFER COSTS

8.01 Calculation of Transfer Costs

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

8.02 Transfer Costs and the Replacement of Support Structures

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

8.03 Transfer of Attachments due to Routine Maintenance

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

8.04 Transfer of Attachments due to Requirements of Governing Body

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

8.05 Transfer of Attachments due to Requirements of Third Parties

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

SECTION 9 -NP'S CONTROL CABLES IN THE COMMUNICATION SPACE

9.01 Application

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

9.02 Control Cables on Poles without Aliant Attachments

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

9.03 Control Cables on Existing Joint Use Poles

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

9.04 Joint Use Poles with Control Cables in the Communication Space

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

9.05 Control Cables on New Joint Use Poles

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

SECTION 10 - MAINTENANCE OF SUPPORT STRUCTURES AND ATTACHMENTS

10.01 Maintenance of Support Structures

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

10.02 Maintenance of Attachments

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

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

10.03 Maintenance of Rights of Way

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

SECTION 11 - TERMINATION OF JOINT USE OR NON JOINT USE

11.01 Termination of Joint Use by NP

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

11.02 Termination of Joint Use by Aliant

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

11.03 Termination of Non Joint Use by Aliant

- (a) Where Aliant desires, at any time, to discontinue use of a Non Joint Use Support Structure, it shall give notice to NP using the Support Structures Work Request Form.
- (b) Upon removal of the Attachments by Aliant, Aliant shall repurchase from NP such Support Structures formerly occupied by Aliant at the Net Book Value thereof, in accordance with Section 15 – PRICE SCHEDULES, and Aliant shall assume all risks and liabilities associated with such Support Structures as the owner thereof.
- (c) In the event that a Third Party has Attachments on a Non Joint Use Support Structure from which Aliant has removed its Attachments and NP chooses not to relocate those Attachments within one hundred and eighty (180) days after the removal of the Attachments by Aliant, then Aliant shall not be required to repurchase the Support Structure.

SECTION 12 - HIERARCHY OF SIGNING AUTHORITY

12.01 Transaction Approvals

Transactions listed below require the signing authorities as shown:

Transaction	Newfoundland Power	Aliant
FPA Approval	President	President
Amendment of Administrative Practices	Vice-President	Vice-President
Amendment of Construction Practices	Vice-President	Vice-President
Notice of Default	President	President
Support Structures Work Request Form	Engineering Tech	Engineer-Outside Plant
Termination of FPA	President	President

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

12.02 Change of Authorities

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

SECTION 13 – RIGHTS OF WAY

13.01 Rights of Way

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

13.02 Easement Acquisitions

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

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

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

13.04 Clearing of Rights of Way

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

13.05 Right of Way Acquisition

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

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

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

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

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

- (a) request the placement or replacement of Support Structures;
- (b) obtain permission from NP to establish the Joint Use of Support Structures;
- (c) notify either Party of a cancellation of Joint Use of Support Structures;
- (d) request that the other Party Transfer its Attachments from an existing Support Structure to a replacement Support Structure;
- (e) request that NP perform miscellaneous work on Support Structures;
- (f) obtain permission from NP for the placement of Attachments on Non Joint Use Support Structures;
- (g) notify Aliant that NP intends to make Joint Use of an existing Non Joint Use Pole Unit, other than a Service Pole;
- (h) exchange information between the Parties regarding requests from Third Parties to attach to the Support Structure; and
- (i) for any other purpose as provided for in the FPA or these Administrative Practices, or as subsequently agreed to between the Parties.

SECTION 15 - PRICE SCHEDULES

15.01 Price Schedules

Schedules for the Sacrificed Value of Poles, Net Book Value of Poles and unamortized capital contribution of Poles are included in these Administrative Practices, and shall have the following purposes:

(a) Sacrificed Value of Poles (EXHIBIT A)

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

(b) Net Book Value of Poles (EXHIBIT B)

This Schedule covers the sale price of Poles and Anchors sold in place in accordance with Section 11.03 – Termination of Non Joint Use by Aliant.

(c) Unamortized Capital Contribution of Poles (EXHIBIT C)

This Schedule covers the unamortized portion of Aliant's capital contribution that is payable by NP to Aliant when a Non Joint Use Pole for which Aliant has made a capital contribution to NP becomes a Joint Use Pole in accordance with Section 5.06 – Non Joint Use Poles Brought Into Joint Use.

15.02 Price Schedule Update

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

15.03 Schedule of Transfer Cost Factors

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

EXHIBIT "A"

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

SACRIFICED VALUE OF POLES

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

ALIANTELECOM INC.

NEWFOUNDLAND POWER INC.

DATE:

DATE:

Sacrificed Value of Poles 2001

<u>Age</u>	<u>% Condition</u>	<u>>=30'</u>	<u>35'</u>	<u>40'</u>	<u><=45'</u>	<u>Anchor</u>
0	100.000%	674.12	1,199.39	1,305.26	1,397.69	293.85
1	96.466%	483.50	929.54	929.54	929.54	283.47
2	93.315%	467.71	899.17	899.17	899.17	274.21
3	90.319%	452.69	870.30	870.30	870.30	265.40
4	87.428%	438.20	842.45	842.45	842.45	256.91
5	84.616%	424.11	815.35	815.35	815.35	248.64
6	81.873%	410.36	788.92	788.92	788.92	240.58
7	79.188%	396.90	763.05	763.05	763.05	232.69
8	76.559%	383.73	737.71	737.71	737.71	224.97
9	73.979%	370.79	712.85	712.85	712.85	217.39
10	71.449%	358.11	688.48	688.48	688.48	209.95
11	68.966%	345.67	664.55	664.55	664.55	202.66
12	66.528%	333.45	641.06	641.06	641.06	195.49
13	64.136%	321.46	618.01	618.01	618.01	188.46
14	61.789%	309.70	595.39	595.39	595.39	181.57
15	59.487%	298.16	573.21	573.21	573.21	174.80
16	57.230%	286.85	551.46	551.46	551.46	168.17
17	55.002%	275.68	529.99	529.99	529.99	161.62
18	52.858%	264.93	509.33	509.33	509.33	155.32
19	50.742%	254.33	488.94	488.94	488.94	149.11
20	48.676%	243.97	469.04	469.04	469.04	143.03
21	46.660%	233.87	449.61	449.61	449.61	137.11
22	44.866%	224.88	432.32	432.32	432.32	131.84
23	42.783%	214.43	412.25	412.25	412.25	125.72
24	40.924%	205.12	394.34	394.34	394.34	120.26
25	39.119%	196.07	376.95	376.95	376.95	114.95
26	37.369%	187.30	360.08	360.08	360.08	109.81
27	35.675%	178.81	343.76	343.76	343.76	104.83
28	34.036%	170.59	327.97	327.97	327.97	100.01
29	32.452%	162.65	312.70	312.70	312.70	95.36
30	30.923%	154.99	297.97	297.97	297.97	90.87
31	29.448%	147.60	283.76	283.76	283.76	86.53
32	28.025%	140.47	270.05	270.05	270.05	82.35
33	26.653%	133.59	256.83	256.83	256.83	78.32
34	25.328%	126.95	244.06	244.06	244.06	74.43
35	24.047%	120.53	231.71	231.71	231.71	70.66
36	22.808%	114.32	219.78	219.78	219.78	67.02
37	21.607%	108.30	208.20	208.20	208.20	63.49
38	20.441%	102.45	196.97	196.97	196.97	60.07
39	19.307%	96.77	186.04	186.04	186.04	56.73
40	18.204%	91.24	175.41	175.41	175.41	53.49
41	17.132%	85.87	165.08	165.08	165.08	50.34
42	16.088%	80.64	155.02	155.02	155.02	47.27
43	15.073%	75.55	145.24	145.24	145.24	44.29
44	14.083%	70.59	135.70	135.70	135.70	41.38
45	13.117%	65.74	126.39	126.39	126.39	38.54
46	12.171%	61.00	117.28	117.28	117.28	35.76
47	11.357%	56.92	109.43	109.43	109.43	33.37
48	10.651%	50.39	102.63	102.63	102.63	31.30
49	9.961%	45.58	95.98	95.98	95.98	29.27
50	9.284%	42.75	89.46	89.46	89.46	27.28

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

EXHIBIT "B"

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

NET BOOK VALUE OF POLES

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

ALANT TELECOM INC.

NEWFOUNDLAND POWER INC.

DATE:

DATE:

Net Book Value of Poles 2001

Age	% Condition	<u>>=30'</u>	<u>35'</u>	<u>40'</u>	<u>45'</u>	<u>Anchor</u>
0	100.000%	625.31	1,131.68	1,237.55	1,329.98	293.85
1	96.466%	601.49	1,089.29	1,191.42	1,280.59	283.47
2	93.315%	580.25	1,051.50	1,150.29	1,236.54	274.21
3	90.319%	560.05	1,015.57	1,111.19	1,194.67	265.40
4	87.428%	540.56	980.89	1,073.45	1,154.26	256.91
5	84.616%	521.60	947.17	1,036.75	1,114.96	248.64
6	81.873%	503.11	914.27	1,000.95	1,076.62	240.58
7	79.188%	485.01	882.06	965.90	1,039.09	232.69
8	76.559%	467.29	850.53	931.58	1,002.35	224.97
9	73.979%	449.90	819.59	897.91	966.29	217.39
10	71.449%	432.84	789.24	864.89	930.93	209.95
11	68.966%	416.11	759.46	832.48	896.22	202.66
12	66.528%	399.67	730.22	800.65	862.15	195.49
13	64.136%	383.55	701.53	769.43	828.71	188.46
14	61.789%	367.72	673.38	738.80	795.91	181.57
15	59.487%	352.21	645.77	708.75	763.73	174.80
16	57.230%	336.99	618.70	679.29	732.19	168.17
17	55.002%	321.97	591.98	650.21	701.05	161.62
18	52.858%	307.52	566.26	622.22	671.08	155.32
19	50.742%	293.25	540.88	594.61	641.51	149.11
20	48.676%	279.33	516.11	567.64	612.63	143.03
21	46.660%	265.74	491.93	541.32	584.45	137.11
22	44.866%	253.64	470.41	517.91	559.38	131.84
23	42.783%	239.60	445.43	490.72	530.26	125.72
24	40.924%	227.07	423.13	466.45	504.28	120.26
25	39.119%	214.90	401.48	442.89	479.05	114.95
26	37.369%	203.11	380.49	420.05	454.59	109.81
27	35.675%	191.69	360.17	397.94	430.92	104.83
28	34.036%	180.64	340.51	376.55	408.01	100.01
29	32.452%	169.96	321.52	355.87	385.87	95.36
30	30.923%	159.65	303.18	335.92	364.50	90.87
31	29.448%	149.71	285.49	316.66	343.88	86.53
32	28.025%	140.12	268.42	298.09	323.99	82.35
33	26.653%	130.87	251.96	280.18	304.82	78.32
34	25.328%	121.93	236.07	262.89	286.30	74.43
35	24.047%	113.30	220.71	246.17	268.39	70.66
36	22.808%	104.95	205.85	229.99	251.08	67.02
37	21.607%	96.85	191.44	214.32	234.29	63.49
38	20.441%	88.99	177.46	199.10	217.99	60.07
39	19.307%	81.35	163.86	184.30	202.14	56.73
40	18.204%	73.91	150.63	169.90	186.73	53.49
41	17.132%	66.68	137.77	155.91	171.74	50.34
42	16.088%	59.65	125.25	142.28	157.15	47.27
43	15.073%	52.80	113.07	129.03	142.96	44.29
44	14.083%	46.13	101.20	116.11	129.13	41.38
45	13.117%	39.62	89.61	103.50	115.62	38.54
46	12.171%	33.24	78.27	91.15	102.40	35.76
47	11.357%	27.75	68.50	80.53	91.03	33.37
48	10.651%		60.04	71.31	81.16	31.30
49	9.961%		51.76	62.31	71.51	29.27
50	9.284%			53.47	62.05	27.28

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

EXHIBIT "C"

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

UNAMORTIZED CAPITAL CONTRIBUTION OF POLES

The unamortized capital contribution of Poles for the period January 1, 2001 to December 31, 2001
as set out in the following table dated is hereby approved.

ALIANTELECOM INC.

NEWFOUNDLAND POWER INC.

DATE:

DATE:

EXHIBIT "C"**Un-amortized Capital Contribution for Non Joint Use Poles**

Age	Percent Condition	Un-amortized Cost NJU Poles	Age	Percent Condition	Un-amortized Cost NJU Poles
0	100.000%	510.00	43	15.073%	76.87
1	96.466%	491.98	44	14.083%	71.82
2	93.315%	475.91	45	13.117%	66.90
3	90.319%	460.63	46	12.171%	62.07
4	87.428%	445.88	47	11.357%	57.92
5	84.616%	431.54	48	10.651%	54.32
6	81.873%	417.55	49	9.961%	50.80
7	79.188%	403.86	50	9.284%	47.35
8	76.559%	390.45			
9	73.979%	377.29			
10	71.449%	364.39			
11	68.966%	351.73			
12	66.528%	339.29			
13	64.136%	327.09			
14	61.789%	315.12			
15	59.487%	303.38			
16	57.230%	291.87			
17	55.002%	280.51			
18	52.858%	269.58			
19	50.742%	258.78			
20	48.676%	248.25			
21	46.660%	237.97			
22	44.866%	228.82			
23	42.783%	218.19			
24	40.924%	208.71			
25	39.119%	199.51			
26	37.369%	190.58			
27	35.675%	181.94			
28	34.036%	173.58			
29	32.452%	165.51			
30	30.923%	157.71			
31	29.448%	150.18			
32	28.025%	142.93			
33	26.653%	135.93			
34	25.328%	129.17			
35	24.047%	122.64			
36	22.808%	116.32			
37	21.607%	110.20			
38	20.441%	104.25			
39	19.307%	98.47			
40	18.204%	92.84			
41	17.132%	87.37			
42	16.088%	82.05			

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

EXHIBIT "D"

**ADMINISTRATIVE PRACTICES
SECTION 15
TRANSFER COST FACTORS**

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

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

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

SECTION 16 - CONSTRUCTION PRACTICES

16.01 General - CSA Standards

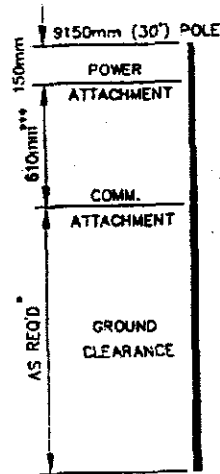
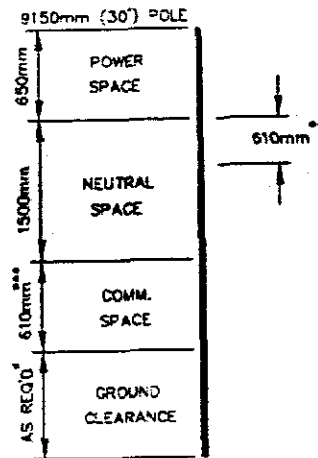
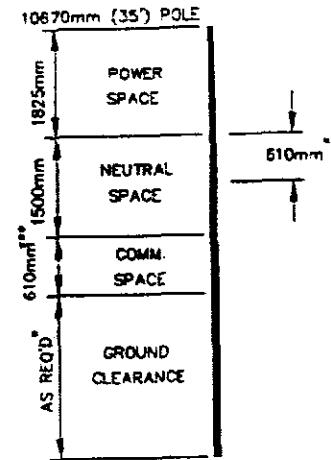
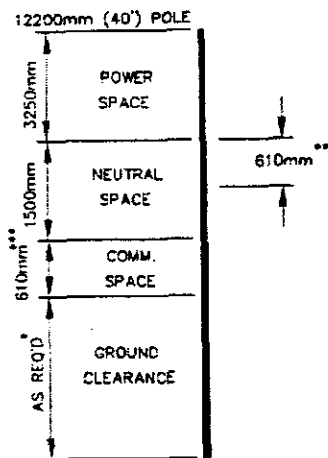
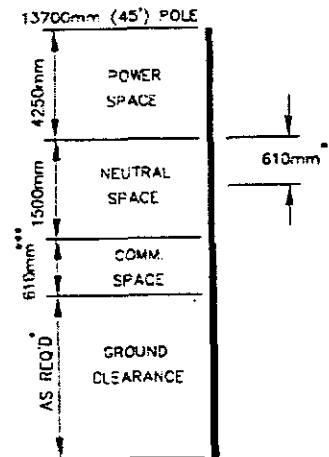
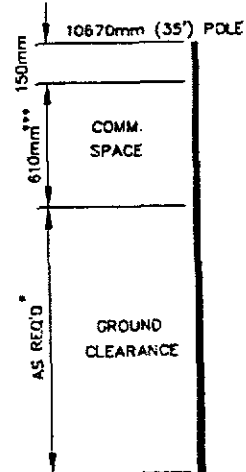
- (a) The objective of this Section is to provide guidelines and requirements for the construction of Support Structures. These practices unless otherwise specifically stated, shall meet as a minimum, the requirements for construction of overhead and underground electrical supply and communications circuits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

16.02 Vertical Design Clearances and Separations

- (a) Vertical clearances and separations for Support Structures shall be in accordance with CSA Standard CAN3 - C22.3 No. 1 - M87, Clause 4*.
- (b) These guidelines provide adequate clearances for power conductors, between power and communication conductors in the span, between communication cables and the ground, and adequate safe working space.
- (c) Power and communication spacing for typical Support Structures is outlined by the sketches on page 44. These sketches represent typical space allotments only and are not intended to reflect either the minimum or maximum space allotments of either Party.
- (d) Secondary space should be provided and reserved on Joint Use Poles in developed areas and in areas where future development is expected.
- (e) Vertical design clearances above ground and separations on Support Structures must provide for and reserve space for attachment of communication cables at both the top and the bottom of the Communication Space.

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

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

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

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

Typical Allotment Of Pole Space

16.03 Climbing Space Requirements – Joint Use Poles

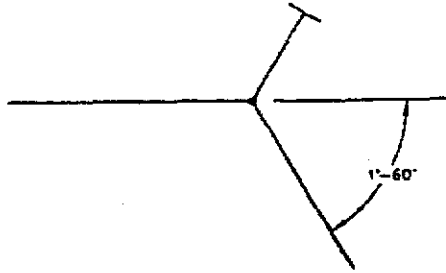
- (a) Climbing space requirements for Support Structures, in accordance with CSA CAN 3 – C22.3 No. 1 – 3.1.4, shall not be less than 750 mm x 750 mm past any conductor, cable, cross-arm, or other Attachments of the Party using any lower part of the Support Structure, and shall extend at least 1000 mm above and 1000 mm below the limiting Attachment.
- (b) Communication main line cables and power secondary conductors shall, where practical, be located on the same side of the Support Structure, preferably on the street side to allow one side free from obstructions for climbing.
- (c) Where it is necessary to have communication risers and power risers on the same Support Structure, they shall be arranged as indicated on page 46 so as not to obstruct climbing or guying space. Communication drop wires shall preferably be distributed from the sides of Poles, as indicated on page 46, to ensure the 750 mm climbing space through them.



16.04 Anchors and Guys

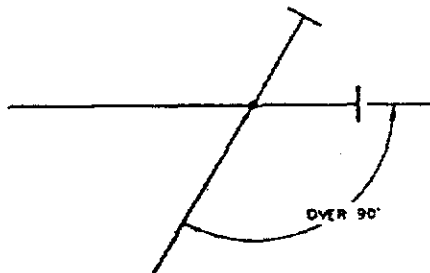
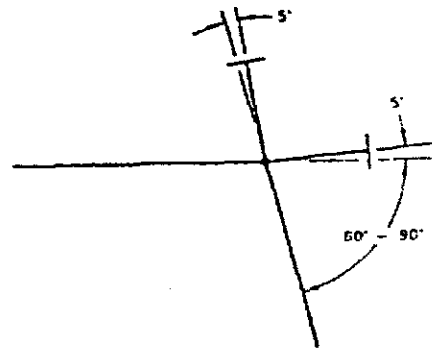
- (a) Anchors and Guy leads shall be selected such that the minimum safety factor for the Anchor, Anchor rod, and Guys common to both Parties will not be less than the minimum of 1.6, as specified by CSA Standard CAN3 - C22.3 No. 1 - M87, Clause 6.
- (b) The types of Anchors and their intended use are listed below. All Anchors are to be installed in accordance with the installation details on pages 49 to 55.
 - (i) Anchor Log: 250 mm (10") diameter x 1200 mm
 - (ii) Anchor Log: 250 mm (10") diameter x 1800 mm - for use on heavy loaded Support Structures as required.
 - (iii) Steel Anchor Plate: 500 mm (20")
 - (iv) Rock Anchor - for anchoring in rock.
 - (v) Power Installed Screw Anchor (PISA) - alternative to log and plate Anchors for installation by power digger equipment.
- (c) Standard Anchor rod type for log and plate Anchors shall be 25 mm (1") x 2440 mm (8') triple eye, and shall be in accordance with CSA Standards.
- (d) The charts and instructions on pages 49 to 54 shall be used to ensure the Anchor arrangement, type, setting depth, and lead is adequate to satisfy both the power and communication guying requirements for standard Support Structures.
- (e) The chart on page 50 gives the number of Guys, Guy leads, number and size of Anchor rods and Anchor setting depths for each standard Support Structure type. "S" in structure type column denotes secondary.
- (f) The guying arrangement may vary depending on the line angle for a particular Support Structure. Drawings on page 55 give an outline of the guying arrangements for typical Support Structures.
- (g) The Guy lead is the horizontal distance from the Pole to the point where the rod enters the ground. The chart on page 50 assumes level ground between the Pole and the Anchor. If the ground is sloping, the Guy lead should be decreased or increased accordingly. Refer to the chart on page 54 to determine the corrected guy lead for sloping ground. This chart also outlines the Anchor setting depth for sloping ground.

- (h) In the case of two Anchors, the Guy lead refers to the first Anchor; add 1.8 metres for the second Anchor. For rock Anchors or PISA Anchors, the Guy lead will determine the Anchor locations.
- (i) The Guy leads listed in the charts are for the standard Pole height as indicated. Add 0.75 metres to the minimum and 1.2 metres to the maximum guy leads for each extra 1.5 metres (5') of Pole height.
- (j) The Anchor location should be chosen such that the Guy lead will not be less than the minimum or exceed the maximum as determined from the chart on page 50.
- (k) The Anchor setting depth is listed for each Anchor type at the minimum and maximum Guy lead. The Anchor setting depth can be reduced at the maximum Guy lead in most cases.
- (l) Where the Anchor setting depth is omitted from the chart on page 50, it indicates that the Anchor type is not adequate for guying the Support Structure type in question.
- (m) Guy guards shall be used on all Guys exposed to vehicle and pedestrian traffic including cross-country trails, such as ski trails or those accessible by snow vehicles and ATV's. If there is more than one Guy attached to the same Anchor, a Guy guard is only required on the outermost Guy.



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

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



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

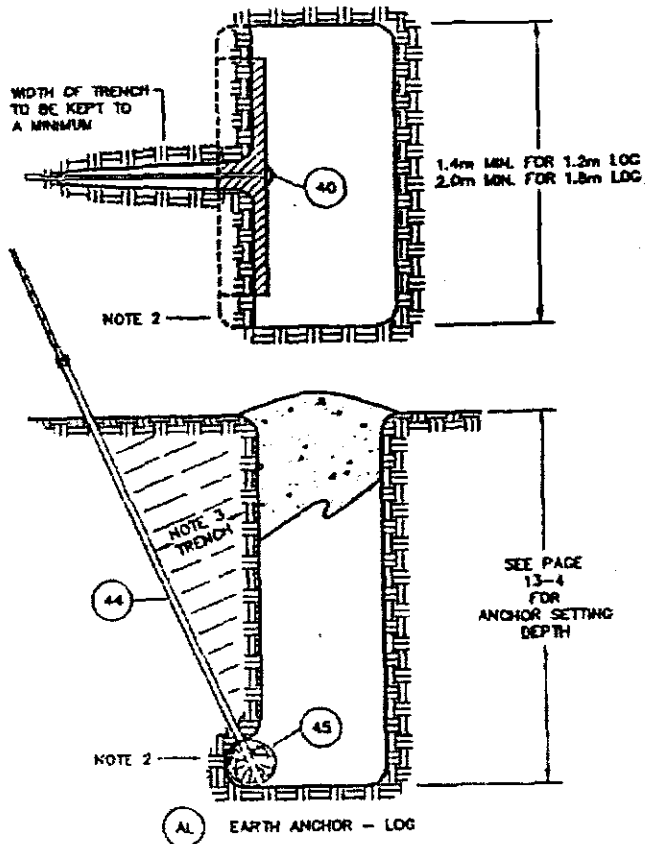
ANCHOR ATTACHMENTS - POLE LINES

GUYING ARRANGEMENT AND ANCHOR LOCATION *															
STR. TYPE	POLE HEIGHT	MAX. LINE ANGLE	NUMBER OF GUYS		GUY LEAD (m)		ANCHOR ROD NUMBER-SIZE	ANCHOR SETTING DEPTH/GUY LEAD (m)						NUMBER OF PISA	
								1.2m LOG		1.8m LOG		20" PLATE			
			NLP	COMM.	MIN.	MAX.		MIN.	MAX.	MIN.	MAX.	MIN.	MAX.		
1/0 AASC, #2 ACSR-150															
1B	35'	30°	1	1	4.6	6.7	1 - 1"	1.5	1.5			1.5	1.5	1	
1BS	35'	30°	1	1	4.9	6.7	1 - 1"	1.5	1.5			1.7	1.5	1	
1BL	35'	25°	1	1	4.6	8.2	1 - 1"	1.5	1.5			1.7	1.5	1	
1C	35'	60°	1	1	5.5	6.7	1 - 1"	1.5	1.5			1.5	1.5	1	
1CS	35'	35°	1	1	6.1	6.7	1 - 1"	1.5	1.5			1.75	1.5	1	
1CS	35'	60°	2	1	4.8	6.7	1 - 1"	1.8	1.7	1.7	1.5	2.0		2	
1CL	35'	60°	1	1	6.7	8.2	1 - 1"	1.5	1.5			1.75	1.5	1	
1E	35'	-	1	1	5.2	6.7	1 - 1"	1.5	1.5			1.7	1.5	1	
1ES	35'	-	2	1	5.2	6.7	1 - 1"	1.8	1.7	1.7	1.5	2.0		2	
1EL	35'	-	1	1	6.1	8.2	1 - 1"	1.5	1.5			1.75	1.5	1	
3B	35'	30°	1	1	4.9	6.7	1 - 1"	1.5	1.5			1.7	1.5	1	
3BS	35'	22°	1	1	5.8	6.7	1 - 1"	1.5	1.5			1.7	1.5	1	
3BS	35'	30°	2	1	5.5	6.7	1 - 1"	1.7	1.5	1.5	1.5	1.75	1.5	2	
3BL	35'	25°	1	1	4.9	7.9	1 - 1"	1.5	1.5			1.7	1.5	1	
3C	40'	60°	2	1	4.9	7.6	1 - 1"		1.7	1.8	1.5		1.75	2	
3CS	45'	60°	3	1	6.1	7.6	2 - 1"	1.5	1.5			1.5	1.75	1.5	2
3CL	40'	60°	2	1	7.5	9.8	1 - 1"			1.7	1.5	2.0		2	
3E	40'	-	2	1	4.6	7.6	1 - 1"	1.8	1.5	1.7	1.5		1.5	2	
3ES	45'	-	3	1	6.1	7.6	2 - 1"	1.5	1.5			1.75	1.5	2	
3EL	40'	-	2	1	7.6	9.8	1 - 1"			1.7	1.5	2.0		2	
4/0 AASC, #2 ACSR, 477 MCM															
3B	35'	17°	1	1	5.5	6.7	1 - 1"	1.5	1.5			1.6	1.5	1	
3BS	35'	13°	1	1	5.8	6.7	1 - 1"	1.5	1.5			1.6	1.5	1	
3BS	35'	17°	2	1	6.4	7.3	1 - 1"	1.5	1.5	1.5	1.5	1.5	1.5	2	
3BL	35'	15°	1	1	6.1	7.9	1 - 1"	1.5	1.5			1.7	1.5	1	
3C	40'	35°	2	1	6.1	7.6	1 - 1"	1.75	1.6	1.6	1.5		1.7	2	
3CH	40'	60°	3	1	4.5	6.7	2 - 1"	1.75	1.5	1.6	1.5	1.9	1.5	2	
3CS	45'	35°	3	1	4.9	7.6	2 - 1"	1.6	1.5	1.5	1.5	1.75	1.5	2	
3CHS	45'	60°	4	1	6.4	7.6	2 - 1"	1.7	1.5	1.6	1.5	1.9	1.8	3	
3CL	40'	40°	2	1	7.9	9.8	1 - 1"			1.7	1.5	2.0		2	
3CLH	40'	60°	3	1	5.5	7.6	2 - 1"	1.7	1.5			1.9	1.7	2	
3EL	40'	-	3	1	4.6	6.7	2 - 1"	1.75	1.5			1.9	1.7	2	
3EHS	45'	-	4	1	6.1	8.5	2 - 1"	1.7	1.5	1.7	1.5	2.0	1.7	3	
3ELH	40'	-	3	1	5.5	7.6	2 - 1"	1.7	1.5			1.9	1.7	2	
NON-JOINT USE (COMMUNICATION ONLY)															
**N.J.	35'	-		1			1 - 1"							1	

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

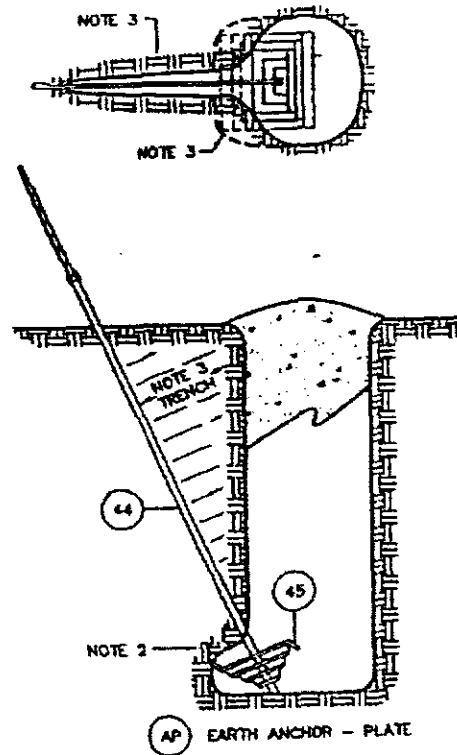
** NON-JOINT USE (COMMUNICATION ONLY)

GUYING ARRANGEMENT FOR TYPICAL STRUCTURES



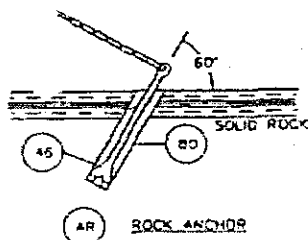
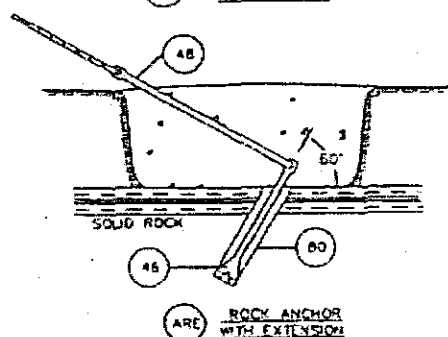
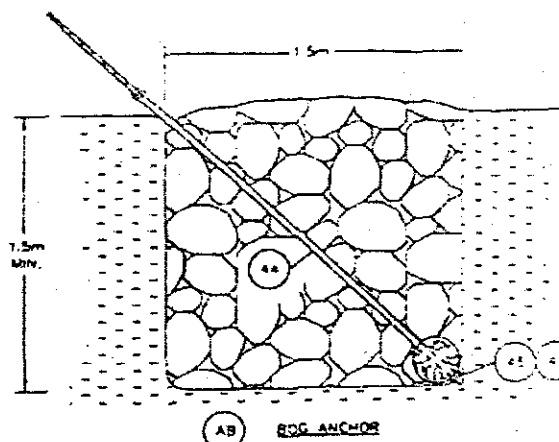
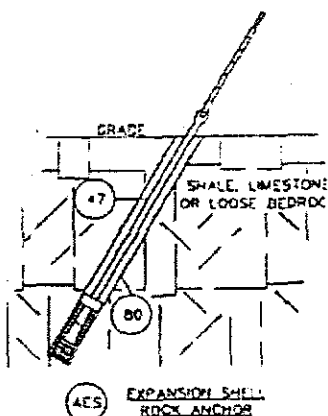
NOTES:

- 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
- ANCHOR HOLE SHALL BE TRENCHED AT BOTTOM TO PROVIDE SOLID ANCHORING (AN ANCHOR HAS ITS 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.)



- 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.
- 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.
- 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 CUT.
- (4) FILL HOLE WITH ROCK NOT LESS THAN 100mm GRADE.

AR - ANCHOR IN SOLID ROCK

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

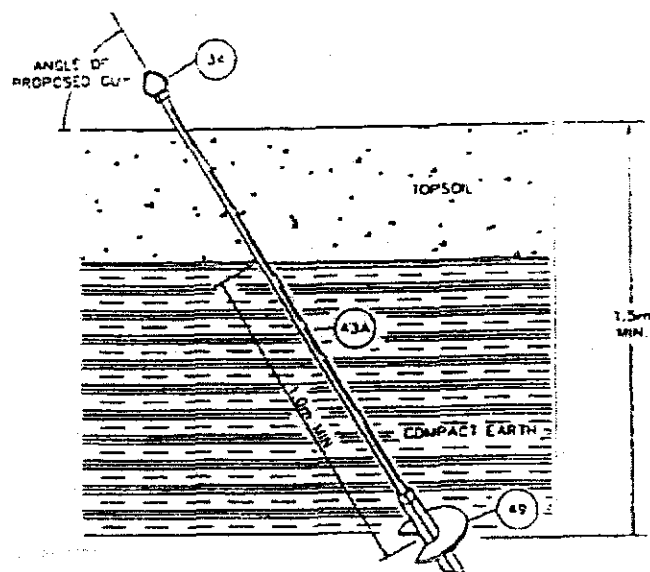
ARE - ANCHOR IN ROCK WITH EXTENSION

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

AES - ANCHOR IN SHALE OR LOOSE ROCK

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

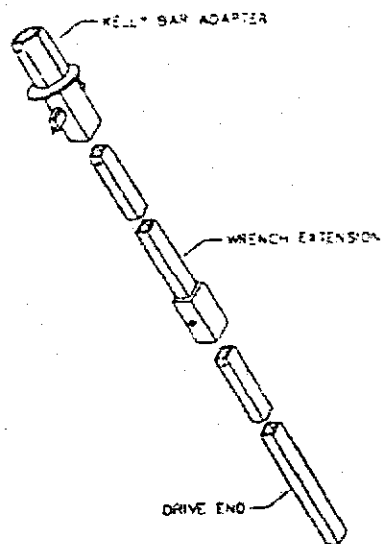
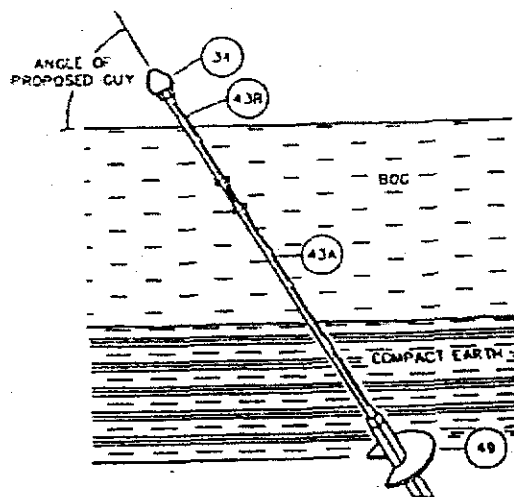
STANDARD ROCK & BOG ANCHOR DETAILS

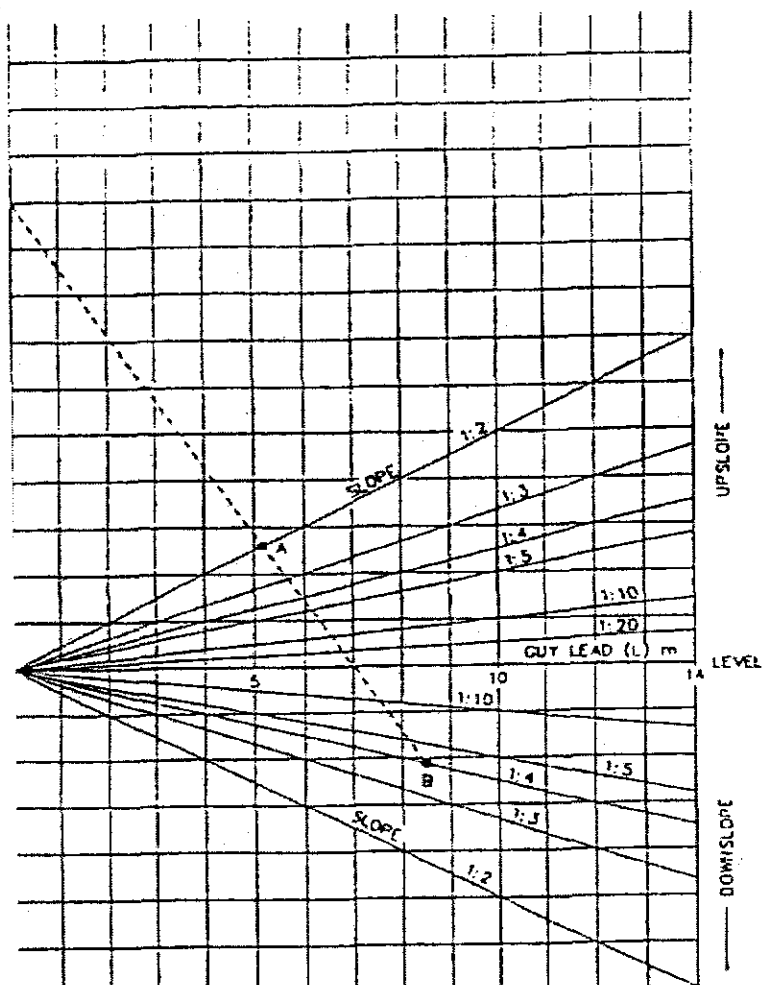


SCREW ANCHOR

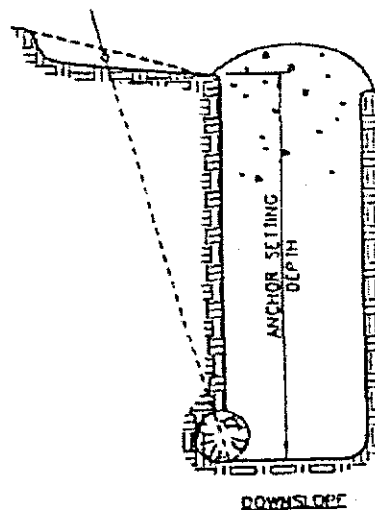
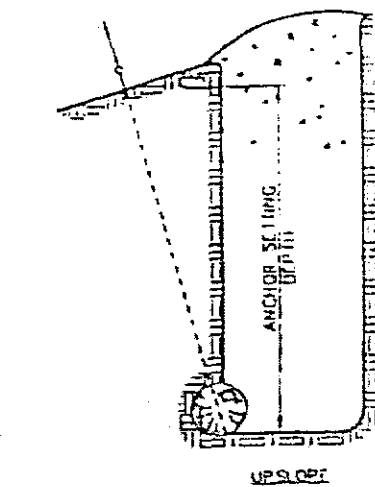
NOTES:

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 DICER 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
DETAILSSCREW ANCHOR WITH ROD EXTENSION
DETAILSPOWER INSTALLED SCREW ANCHOR DETAILS



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



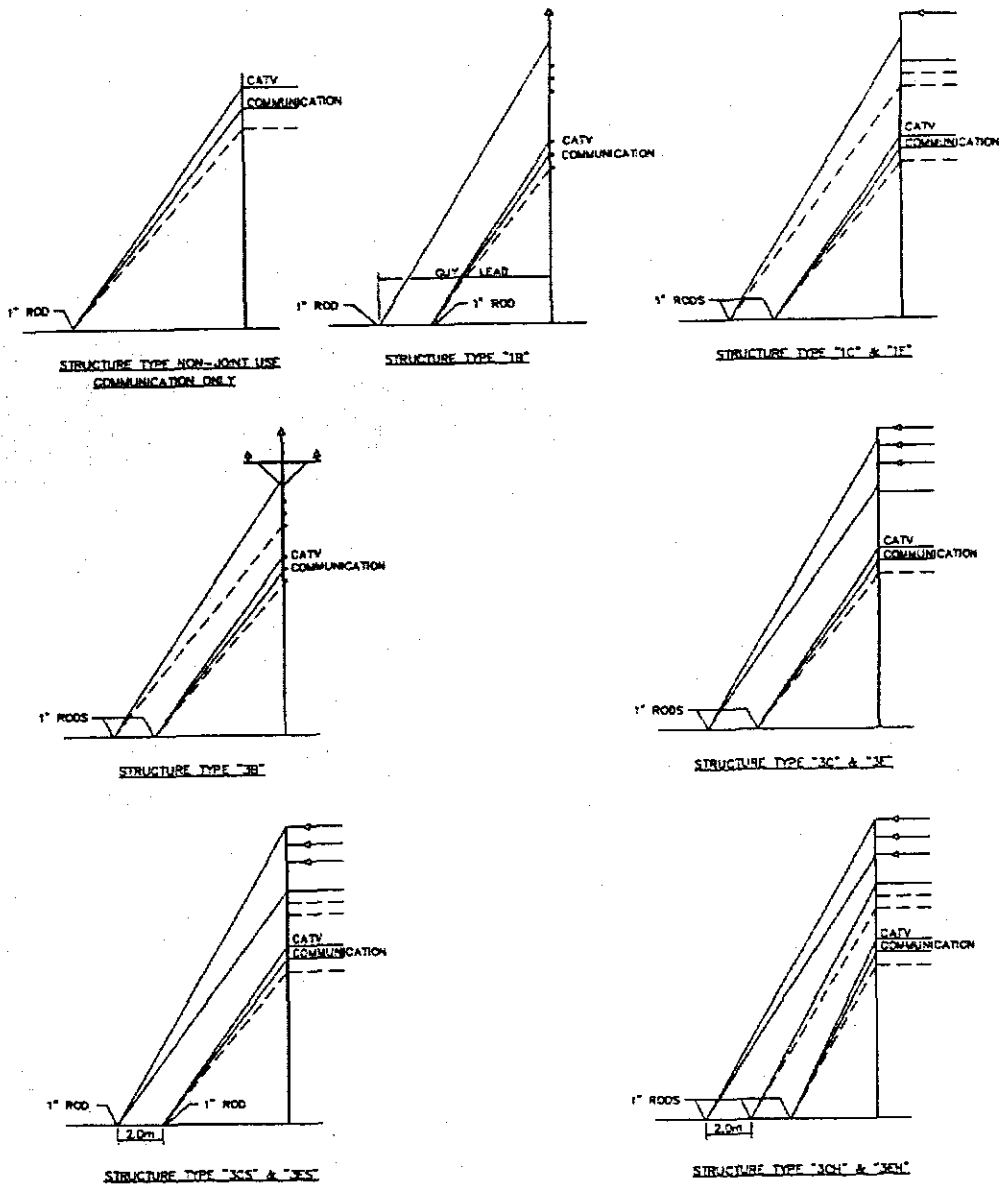
1. GUY LEAD (L) FOR LEVEL GROUND FROM CHART 13-4.
 2. DETERMINE OR MEASURE SLOPE OF GROUND.
 3. DETERMINE THE HEIGHT ABOVE GROUND OF GUY WIRE ATTACHMENT.
 4. PROJECT A STRAIGHT LINE FROM (H) ON THE VERTICAL AXIS THROUGH (L) ON THE HORIZONTAL AXIS AS OUTLINED IN THE CHART.

5. CORRECTED GUY LEAD IS DETERMINED FROM THE INTERSECTION OF THIS LINE WITH THE SLOPE IN QUESTION.

EXAMPLE (1) - $L = 7m$, $H = 10m$, UPSLOPE = 1:2
 HT OF INTERSECTION = A. CORRECTED GUY LEAD = 5.3m.

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

GUY LEAD AND ANCHOR SETTING DEPTH ADJUSTMENT FOR SLOPE



NOTES:

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

GUYING ARRANGEMENT FOR TYPICAL STRUCTURES

16.05 Poles

16.05.1 Pole Line Design

Pole Type and Treatment

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

CAN3-C22.3, No. 1-M87, Clause 7;
CAN/CSA 015-90;
CAN/CSA 080-M89.
- (b) The standard Pole shall be a minimum class 4 Pole. Class 3 Poles or larger shall be used where larger cables or conductors and/or longer spans are encountered.
- (c) Wood Poles shall be as follows:
 - (i) Southern Yellow Pine treated with penta;
 - (ii) Scots Pine treated with penta;
 - (iii) Red Pine treated with penta, or Chromated Copper Arsenate ("CCA");
 - (iv) Western Red Cedar, untreated.
- (d) Machine peeled with physical properties in accordance with CSA Standard 015-090.
- (e) Poles treated with pentachlorophenol (penta), shall be in accordance with CSA Standard 080 – M89, to an average net retention by assay of:
 - (i) Southern Yellow Pine 4.8 kg/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 – M89, 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.

16.05.2 Span Lengths – Joint Use Lines

- (a) The class and maximum span length of Poles for standard power conductors and communication cables shall be determined from the charts and instructions shown on pages 62 to 64 of this Section.
- (b) The charts on pages 62 to 64 give the standard span lengths for Pole Lines with various types of conductor and sizes of communication cables. These charts should be used when building, upgrading or reconstructing Pole Lines. They are prepared for both class 4 Poles and class 3 Poles. The standard span lengths are limited by the wind span and the maximum span length.
- (c) The wind span is proportional to the breaking strength of the Pole. CSA standards state that a class 4 Pole and a class 3 Pole must withstand a horizontal load of 1,089 kg. and 1,361 kg., respectively, applied 0.6 metres from the top of the Pole, before the Pole breaks. The Pole breaks at the ground line when a greater than rated force is applied.
- (d) Based on this Section 16.05.2, and with an appropriate safety factor, the wind span lengths are calculated for lines subjected to both heavy wind loading and wind and ice loading. The lesser result of the two was used to determine the wind span.
- (e) A safety factor of 1 1/3 with winds gusting to 153 km/h was used in calculations for heavy wind loading. A safety factor of 1 2/3 with heavy loading (385N/m^2 with 12.7mm of radial ice) was used for wind and ice loading.
- (f) The wind span, for any Support Structure, is one half the sum of the two adjacent spans, assuming that the wind force on the conductor is shared evenly between the two supporting Support Structures. For example, the wind span for a Support Structure having adjacent span lengths of 73m and 91m is $(73 + 91) \div 2 = 82\text{m}$.
- (g) All other things being equal the wind span will be greater for a class 3 Pole than that for a class 4 Pole.
- (h) The maximum span length is limited by the conductor spacing and the strength of the hardware used to support conductors. Under similar conditions it will be the same for a class 3 Pole and a class 4 Pole.
- (i) A standard 1200 mm phase spacing was used in calculations. For Support Structures supporting secondary conductors (Chart 3) the maximum span length is that recommended by the manufacture for polyethylene weatherproof (PEWP) conductor subjected to heavy loading conditions.

- (j) The curves on the charts found at pages 62, 63 and 64 are limited by a vertical line. This indicates the maximum span length for the type of line which the curve represents. For example, the maximum span length for three phase 477 MCM is 61 metres, and for single phase 1/0 AASC is 99 metres.
- (k) The standard span lengths are based upon a thirty-five foot Pole with standard long span spacing for Chart 1, page 62 and Chart 2 page 63; short span spacing for Chart 3 page 64.
- (l) In some areas of the province and in some highly exposed sections of distribution lines wind and ice loading may exceed these used in the calculations. Where these conditions are expected the span lengths used should not be more than 80% of the values obtained from Charts 1, 2 and 3. This is intended to provide an additional safety factor for these areas.
- (m) When using Charts 1, 2 and 3, consideration should be given for possible future additions to the Pole Line, either additional cables or larger conductors, when arriving at a suitable span length:
- (n) The following steps outline the procedure to be followed when using charts 1, 2 and 3 to determine a suitable span length.
 - (i) Determine the type of line involved (three phase, single phase with secondary, etc.), and the conductor size to be used for same.
 - (ii) If the Pole Line is to be used for Joint Use determine the total diameter of the communication cables involved. Table C1 on page 61 outlines the cable diameter to be used in Charts 1, 2 and 3 for various combinations.
 - (iii) Determine the class of Pole involved; Section 9-9 of Newfoundland Power's Distribution Standards indicates the minimum dimensions for class 4 Poles and class 3 Poles.
 - (iv) With this information locate the appropriate curve (A, B, C or D) and determine the span length corresponding to the cable diameter in question.
 - (v) If all, or sections of the Pole Line, are in extremely exposed areas and extra heavy loading is expected the span length should be reduced to 80% of the chart values in such areas.

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



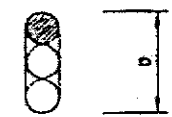
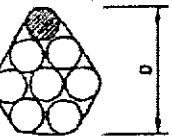


i.e. $(61 + 39) \div 2 = 50$ (The wind span)
 - (iii) For high quality line construction and consistency in sag it is recommended that the span lengths be kept, wherever possible, approximately equal in length.

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


- (a) The class and maximum span length of Poles for communication cables shall be determined from the charts and instructions shown on pages 65 and 66 of this Section.
- (b) The charts on pages 65 and 66 give the standard span lengths for Pole Lines with various types of and size of communication cables. These charts should be used when building, upgrading or reconstructing Non Joint Use Pole Lines. The standard span lengths are limited by the wind span and the maximum span length.
- (c) Based on this Section 16.05.3, and with an appropriate safety factor, the wind span lengths are calculated for lines subjected to both heavy wind loading and wind and ice loading. The lesser result of the two was used to determine the wind span.
- (d) The wind span, for any Support Structure, is one half the sum of the two adjacent spans, assuming that the wind force on the conductor is shared evenly between the two supporting Support Structures. For example, the wind span for a Support Structure having adjacent span lengths of 61m and 53m is $(61 + 53) \div 2$. However, the wind span shall not exceed sixty-one (61) metres unless first approved by Aliant through the Support Structures Work Request form, which approval shall not unreasonably be withheld.

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

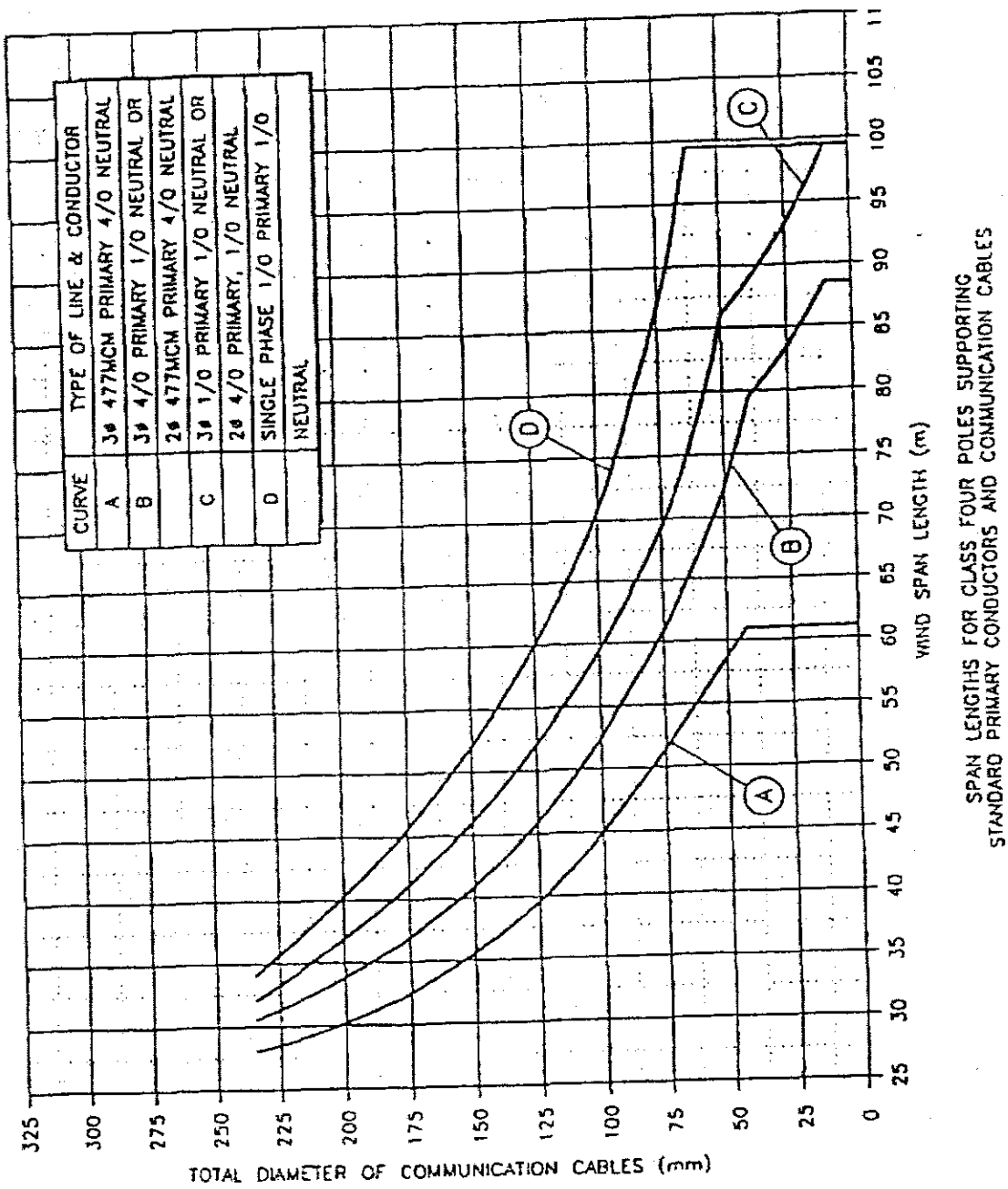
TABLE C1

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

LEGEND: -  MESSENGER

 CABLE

$$D = D1 + D2 +$$



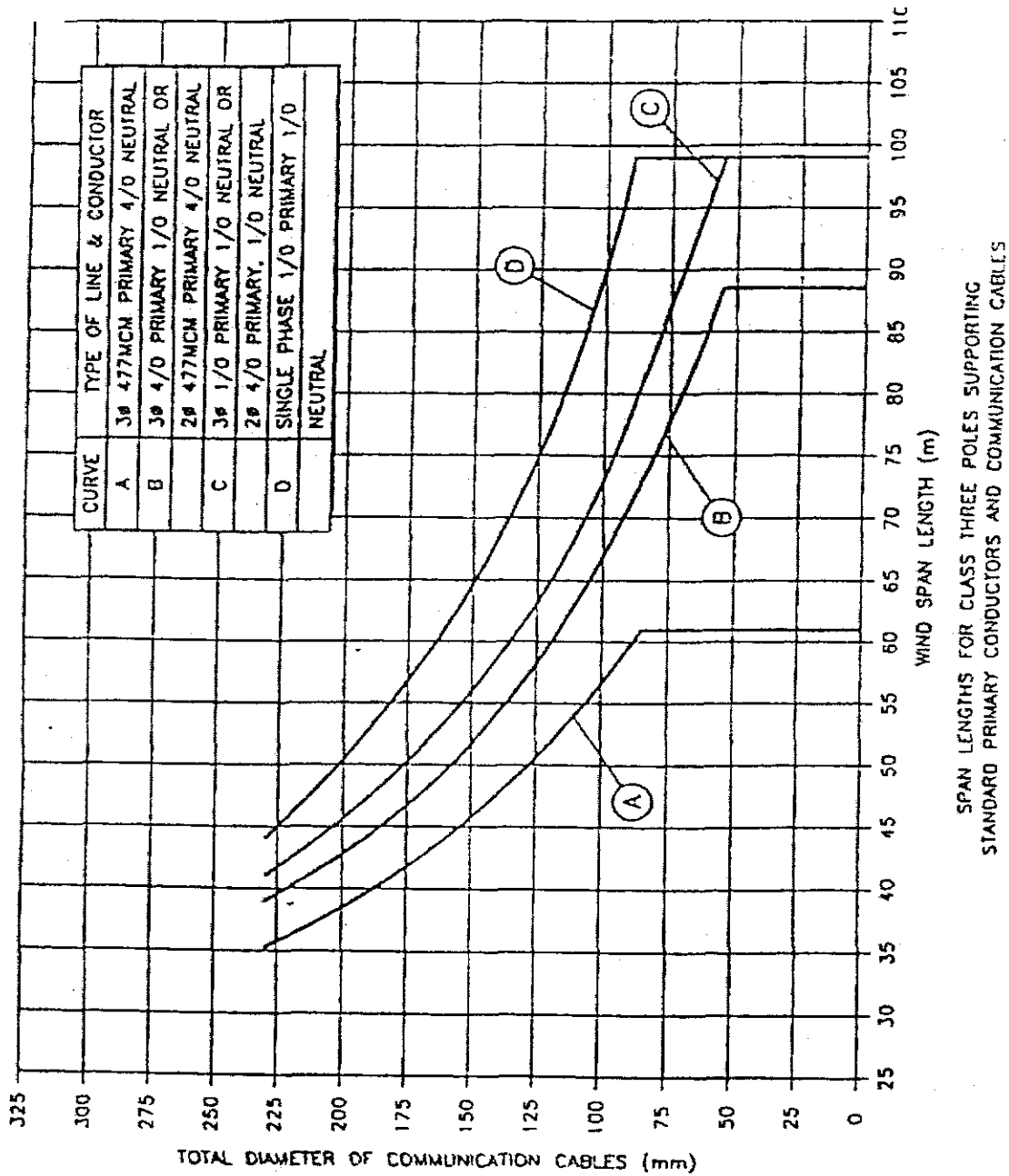
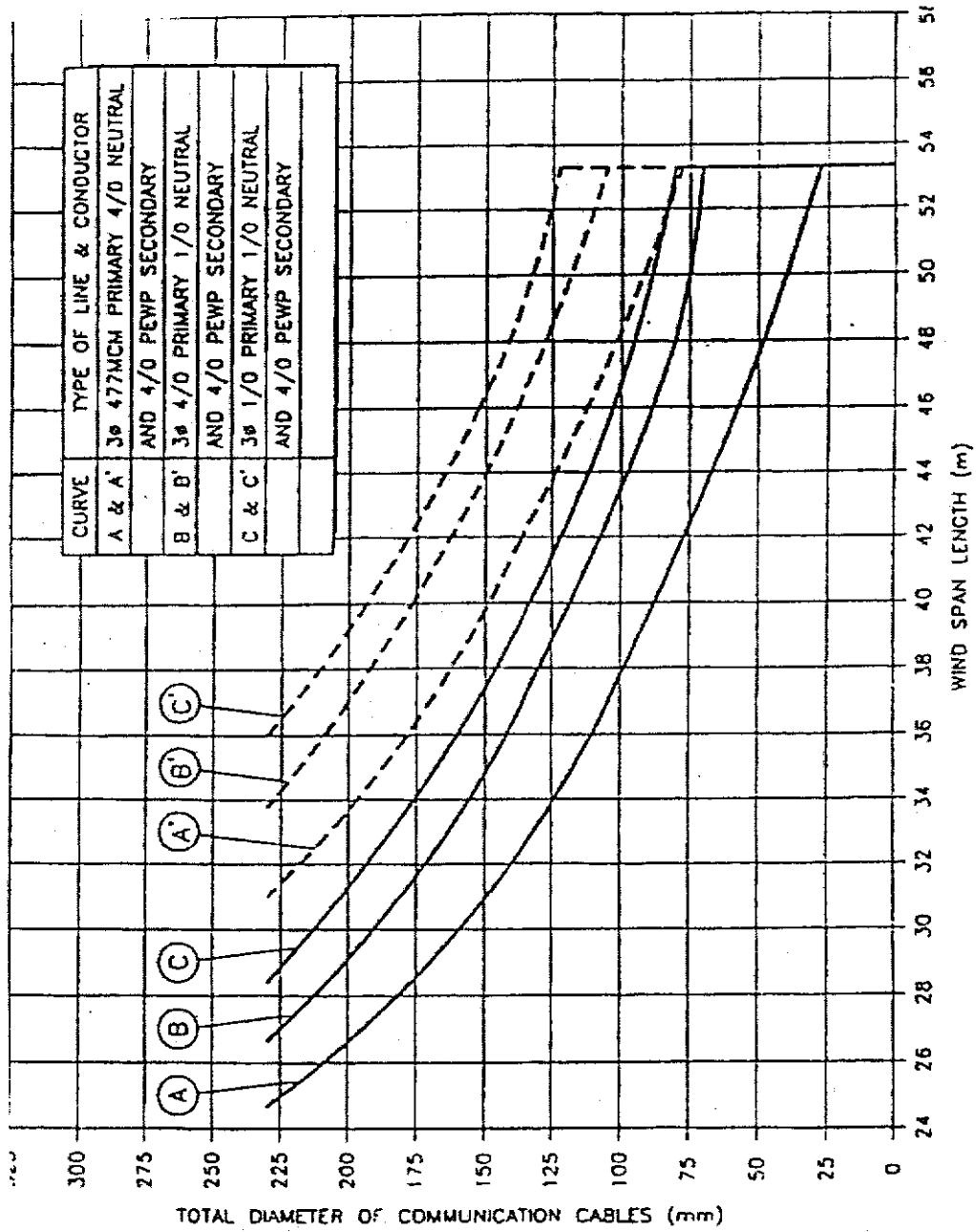


CHART 2 STANDARD SPAN LENGTHS



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

CHART 3 STANDARD SPAN LENGTHS

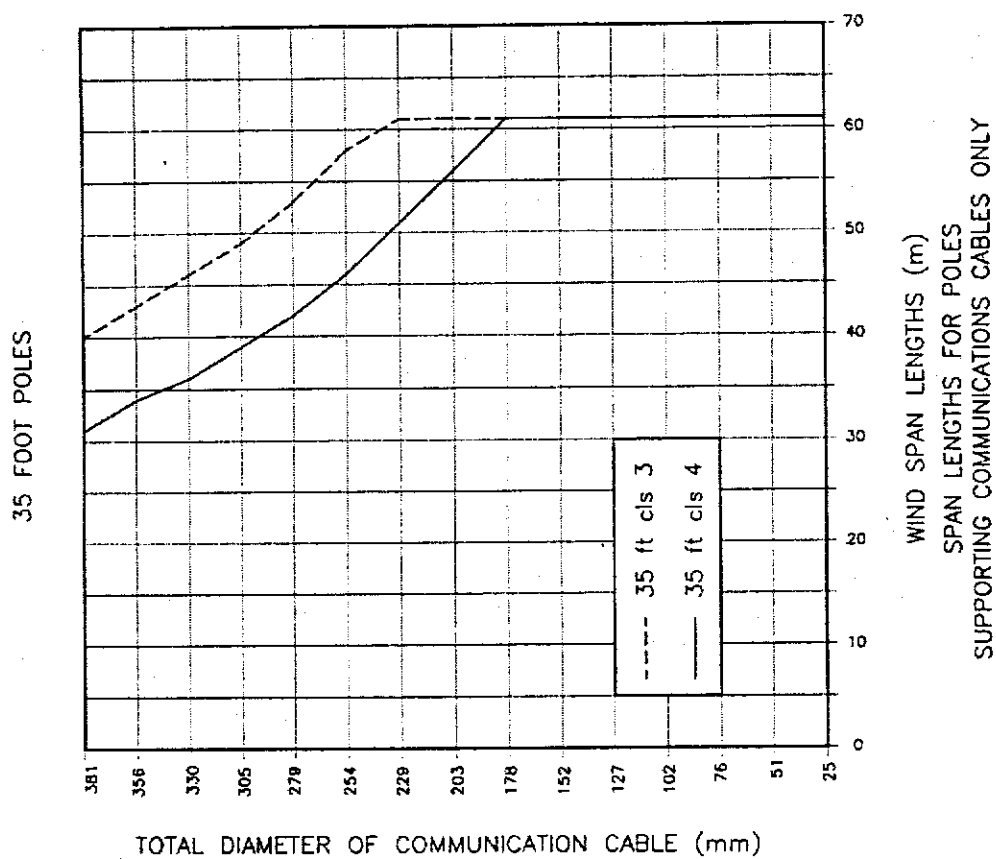


CHART 4 STANDARD SPAN LENGTHS
NON-JOINT USE (COMMUNICATIONS)

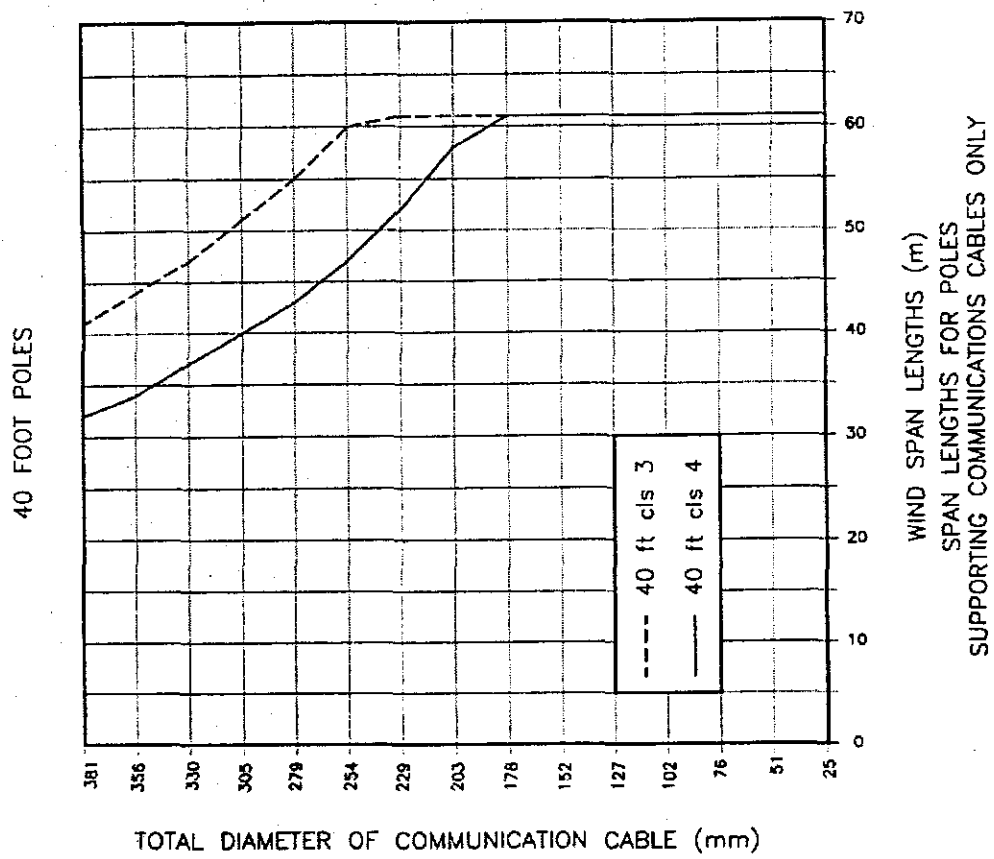


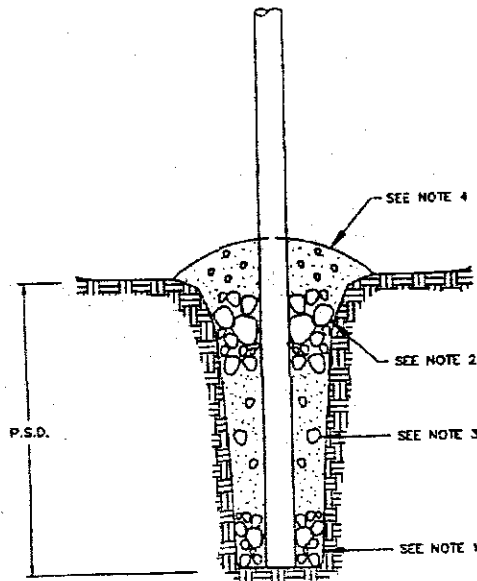
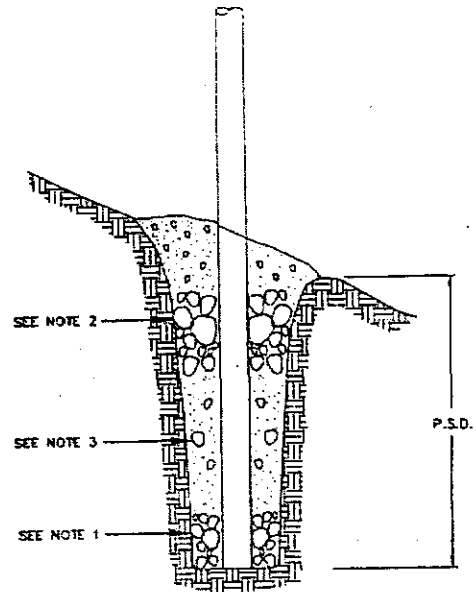
CHART 5 STANDARD SPAN LENGTHS
NON-JOINT USE (COMMUNICATIONS)

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

- (a) The recommended minimum Pole setting depths are shown in the P.S.D. Table on page 68.
- (b) Pole crib installation details are shown on pages 69 and 70.

16.05.5 Pole Marking

Pole ownership, date nail, and numbering identification tags are to be placed by NP as illustrated on page 71.

LEVEL TERRAINSIDE HILL TERRAIN

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

NOTES:

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

STANDARD POLE SETTING DETAILS

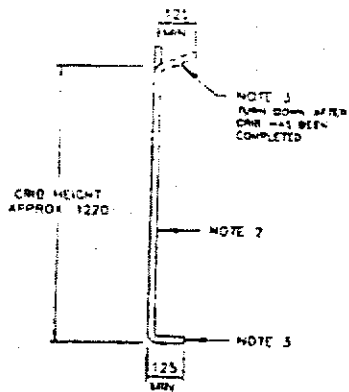
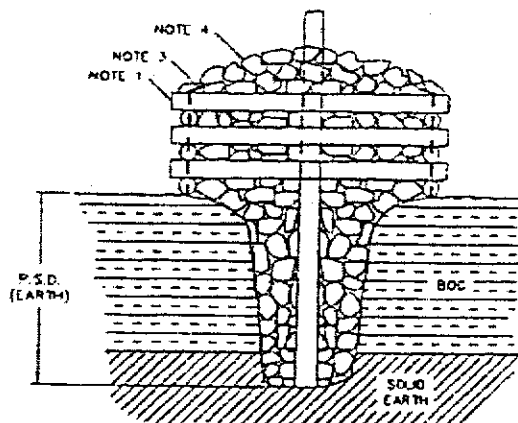
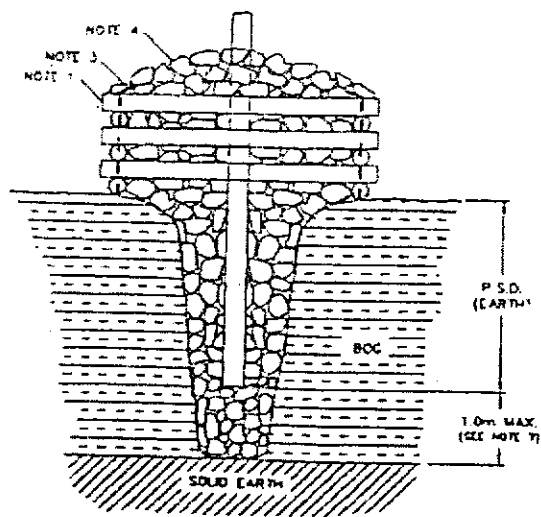
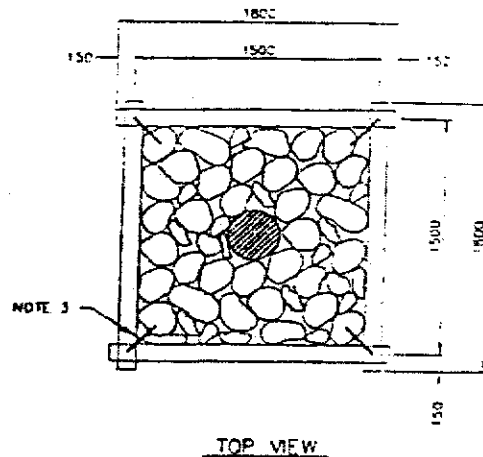


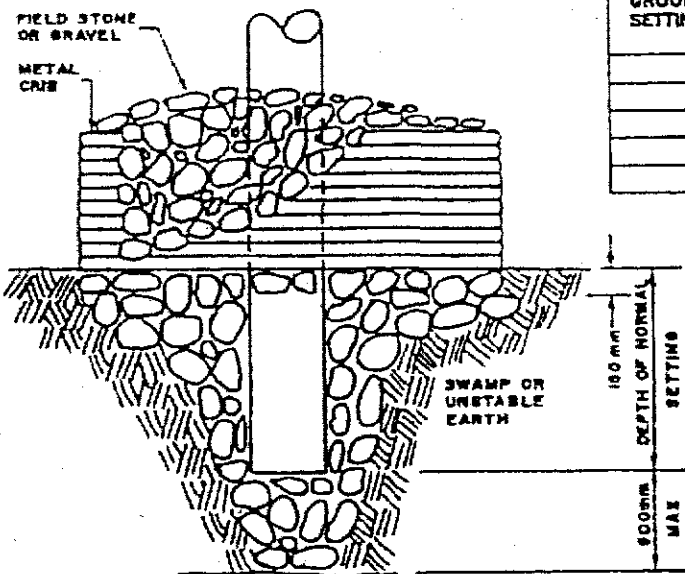
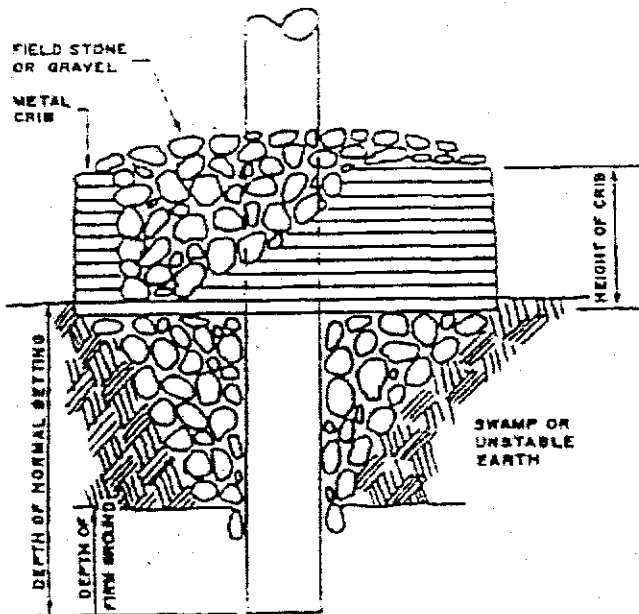
TABLE NO. 1	
POLE HT.	CRIB HT. (mm)
30' & 35'	1070
40' & 45'	1220
50' & 55'	1370



NOTES:

- CRIB TIMBER SHALL BE OF: -
(a) TREATED POLES OR TREATED TIMBER.
(b) LOCAL UNTREATED - IF SPECIFIED.
- CORNER FASTENING ROD SHALL BE OF: -
(a) 1/2" GALVANIZED STEEL ROD (BUTTON HEAD).
(b) 5/8" GALVANIZED STEEL ROD (BENT LEG).
- CORNER FASTENING ROD SHALL HAVE A MINIMUM OF 125mm BENT TOWARD POLE AT BOTTOM AND TOP OF CRIBBING AS INDICATED BY NOTE 3.
- ROCK FILL SHALL NOT BE LESS THAN 100mm GRADE.
- CRIB HEIGHT SHALL BE ACCORDING TO TABLE 1.
- CRIB TIMBER SHALL BE ERECTED WITH POLE IN CENTER.
- 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.
- IF SOLID FOOTING IS MORE THAN 1.0m BELOW THE POLE SETTING DEPTH A SPECIAL BOG STRUCTURE SHOULD BE USED OR THE POLE RELOCATED.

STANDARD CRIB DETAILS



DEPTH OF FIRM GROUND IN NORM. SETTING (mm)	HEIGHT OF CRIB REQ'D FOR POLE LENGTHS (mm)			
	7800	9130	10700	12200
300	1200	1200	1200	1200
500	800	1200	1200	1200
800	800	800	1200	1200
1200	800	800	800	1200
1500	-	-	800	800

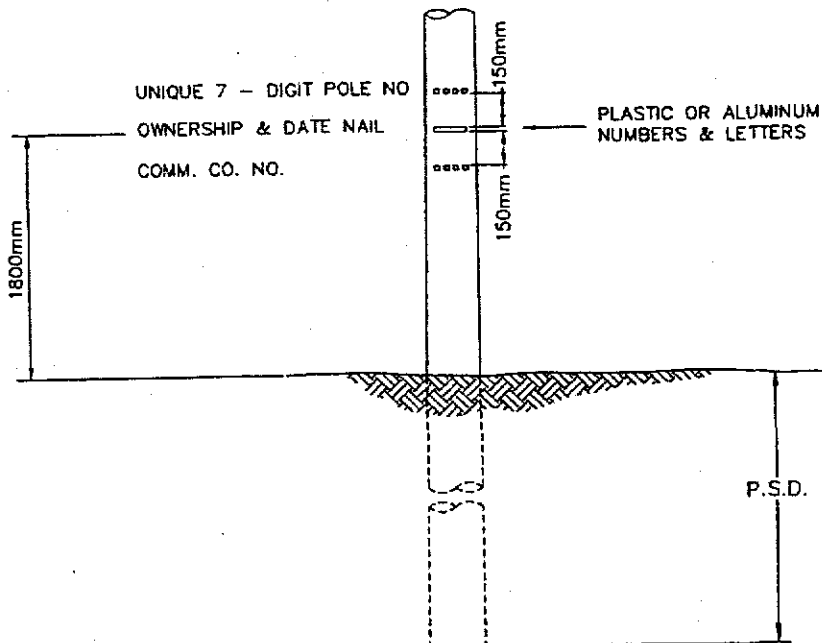
NOTES:

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

METAL POLE CRIB DETAILS

NOTES:

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

STANDARD MARKING FOR SUPPORT STRUCTURES

16.05.6 Reuse of Wood Poles

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

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

(iv) Application of Defects:

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

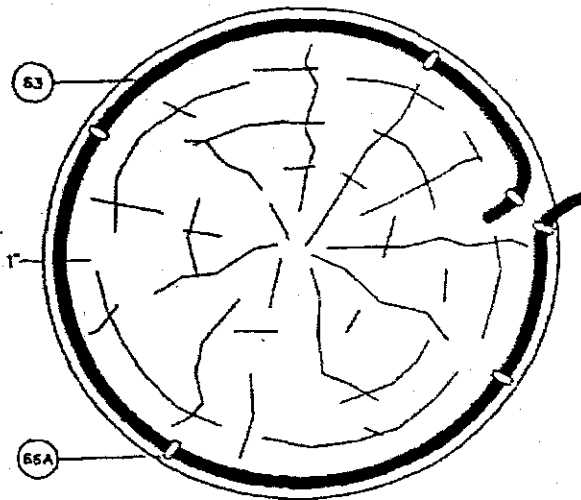
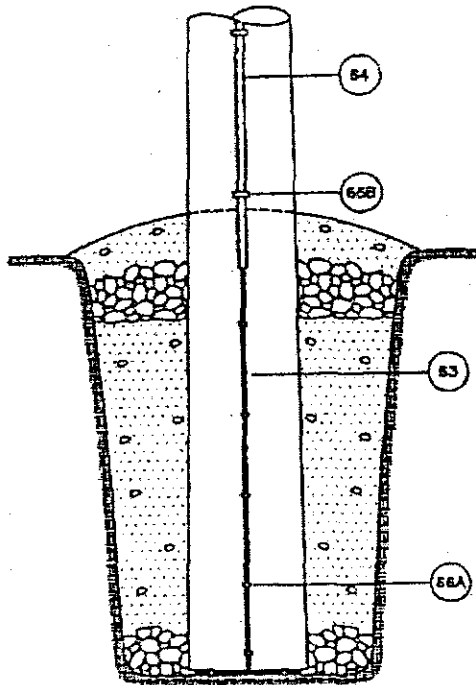
(v) Age Category: The following age categories shall apply in order to determine whether Poles may be reused:

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

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

16.06 Grounding and Bonding

- (a) Grounding coils shall be placed in accordance with the installation details shown on page 75, on all Poles supporting equipment such as distribution transformers and Guys. Additional ground coils shall be installed if these grounds do not satisfy the requirement of one ground per 300 metres. Where grounding is required on an existing Support Structure, ground rods shall be installed as per the installation details on page 76.
- (b) The bonding and grounding of communication cables to the structure ground shall be at the beginning and the end and at approximately 300 metre intervals along the Pole Line. The connection of the communication ground wire and the power ground wire, to the structure ground is shown on page 77.
- (c) Communication Guys that are not effectively grounded through the strand bolt shall be bonded to the strand as shown on page 78.

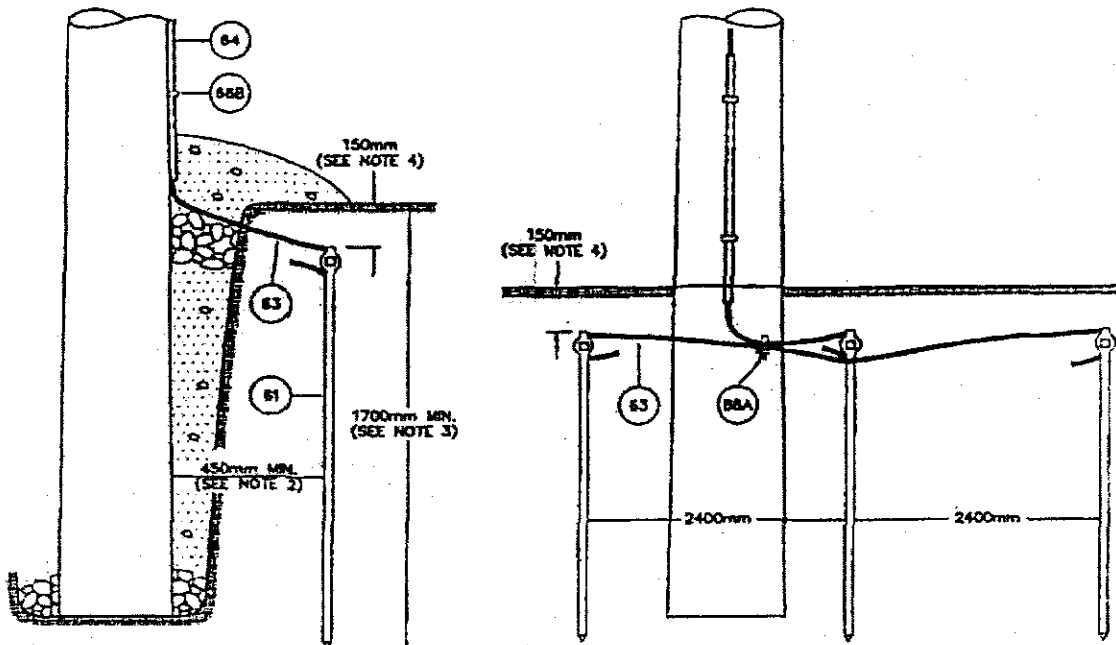


GROUND COIL DETAILS
BUTT SECTION

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



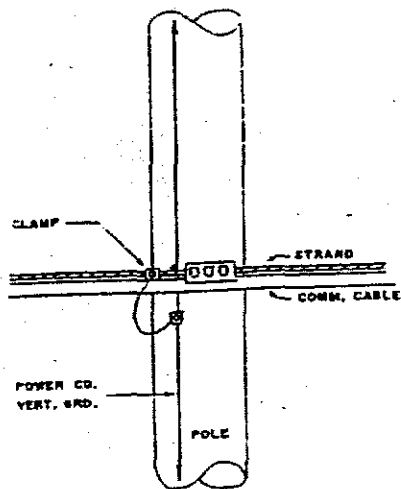
NOTES:

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.

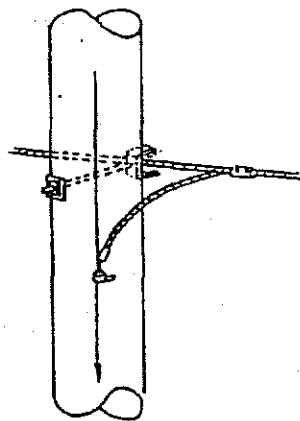
INSTALLATION DETAILS FOR IMPROVED GROUND RESISTANCE

STANDARD GROUND ROD INSTALLATION DETAILS

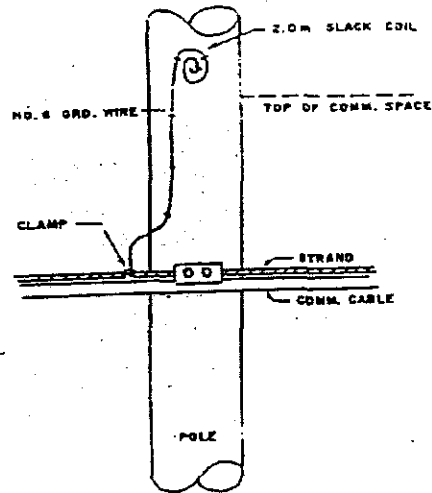
BONDING STRAND TO VERTICAL GROUND



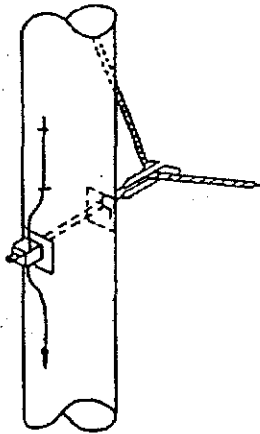
COMMUNICATION CONNECTION

CONNECTION - GROUND WIRE TO
NEUTRAL - "B" STRUCTURE

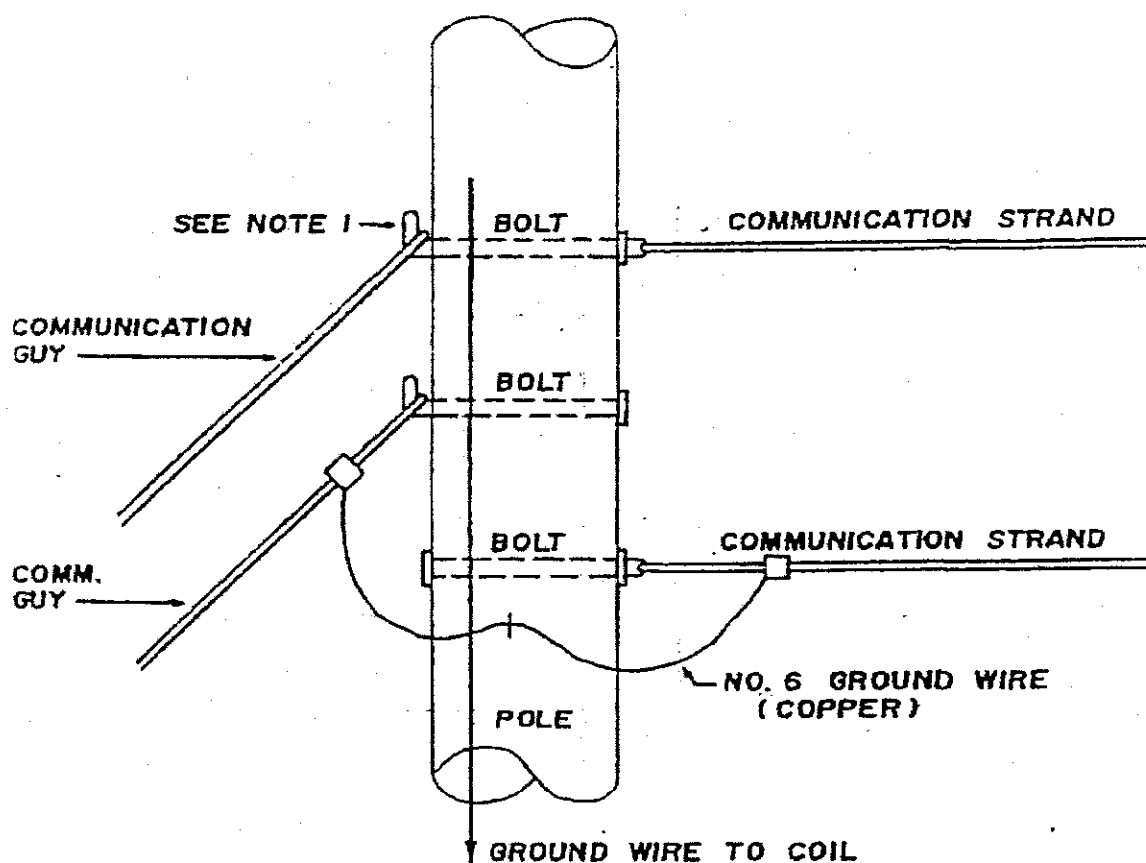
BONDING STRAND TO MULTI GROUND NEUTRAL



POWER CONNECTION

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

GROUND WIRE CONNECTION FOR SUPPORT STRUCTURES



NOTE 1: TOP GUY IS EFFECTIVELY
GROUNDED THROUGH BOLT.

COMMUNICATION GUY BONDING DETAILS

16.07 Easement Widths for Pole Lines

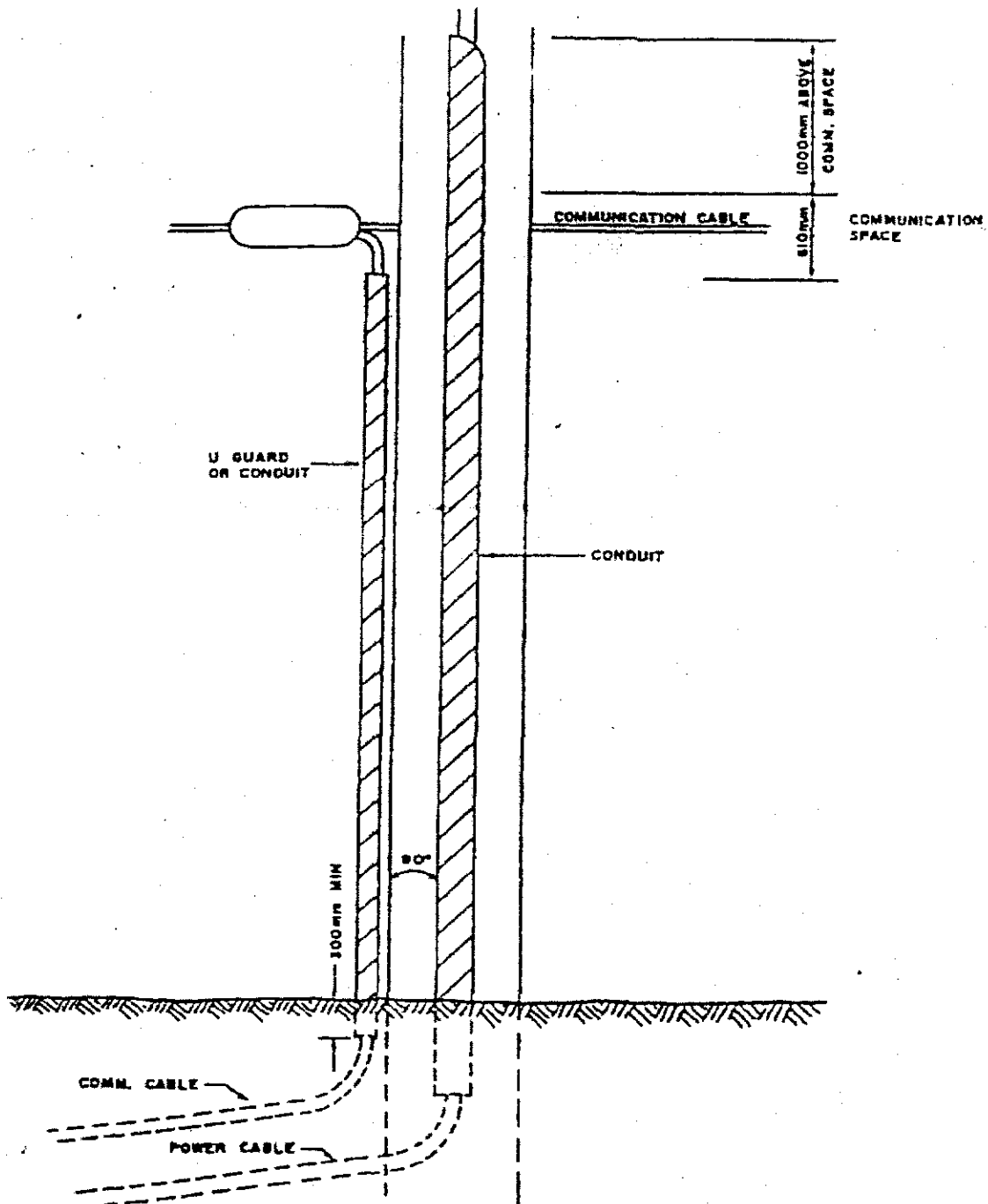
- (a) The standard Joint Use easement widths shall be as follows:
 - (i) Span lengths less than, or equal to, 61 metres
 - (A) two and three phase primary conductor and communication cables - 7.4 metres
 - (B) single phase primary conductor and communication cables - 5.4 metres
 - (C) secondary conductor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

16.08 Line Clearing and Tree Trimming

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

16.10 Vertical Runs on Poles

- (a) Vertical runs of neutral conductors and ground wires shall be protected to a height of 2400mm with suitable grade material of adequate electrical insulating and mechanical properties. Where the vertical run consists of a power cable, the protection may consist of metal guard, or conduit, without insulating properties.
- (b) Power and communication vertical runs should not be made on the same Poles. Where it is not practical to place them on separate Poles they shall at least be 90° apart. A typical riser arrangement is shown on page 81.

**NOTES:**

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

POLE RISER DETAIL



















Standard Symbols

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

EXHIBIT A – Aliant Symbols

EXHIBIT B – Newfoundland Power Symbols

COMMUNICATION COMPANY STANDARD SYMBOLS

<u>NEW</u>	<u>EXISTING</u>	
		WOOD POLE - NON-JOINT USE - INDICATE HI
		WOOD POLE - JOINT USE - INDICATE HI
		POWER CO. OWNED POLE
		FOREIGN OWNED POLE - (OTHER THAN POWER
		COMMUNICATION CO. GUY & ANC.
		COMMUNICATION CO. SIDEWALK GUY & ANC.
		COMMUNICATION CO. GUY ON POWER ANCHOR
		COMMUNICATION CO. POLE TO POLE TO POLE
		COMMUNICATION CO. PUSH BRACE - INDICATE I

NOTES:

- 1) STANDARD SYMBOLS USED ON WORK PLANS.
- 2) SYMBOLS WHICH ARE SHADED OR HEAVY INDICATE A
- 3) GUYS REFER TO COMMUNICATION CO. GUY ONLY ANCHORS SHALL BE SIZED TO ACCOMMODATE POWER REQUIREMENTS.

STANDARD ROD TYPES ARE: 1" x 9' TRIPLE E

Exhibit B - Newfoundland Power Symbols

○ ■ NP WOOD POLE	Indicate Pole Height (FL) & Dase (Other Than 4) Ex. O 35-3
□ ■ NP STEEL POLE	Indicate Pole Height (FL)
— SINGLE DOWN GUY	Indicate Guy Type, Anchor Size & Minimum Lead (FL) Ex. G1-3/4-16
— DOUBLE DOWN GUY	
— OVERHEAD GUY	
— SIDEWALK GUY	
— OVERHEAD 3 ϕ PRIMARY CONDUCTOR	Indicate Size & Type Ex. 1/0 AASC
— OVERHEAD 2 ϕ PRIMARY CONDUCTOR	
— OVERHEAD 1 ϕ PRIMARY CONDUCTOR	
— OVERHEAD DUPLEX #6 ASC WP	Indicate Size & Type Ex. 2/0 AASC
— OVERHEAD 3 WIRE SECONDARY WP	
— OVERHEAD 4 WIRE SECONDARY WP	
— OVERHEAD TRIPLEX ASC WP	
— OVERHEAD QUADRUPLX	Indicate Size Ex. #2 0
— SECONDARY BUS BREAK	
— U	UNDERGROUND 3 ϕ PRIMARY CABLE
— U	UNDERGROUND 1 ϕ PRIMARY CABLE
—	PRIMARY AERIAL CABLE
— U	UNDERGROUND DUPLEX CABLE PE/PVCJ
— U	UNDERGROUND TRIPLEX CABLE PE/PVCJ
— U	UNDERGROUND 3 WIRE SECONDARY CABLE
— U	UNDERGROUND 4 WIRE SECONDARY CABLE
— C	CUSTOMER OWNED PLANT
△	1 ϕ TRANSFORMER 120/240 VOLT
△	OPEN DELTA TRANSFORMER BANK
△	3 ϕ TRANSFORMER BANK
□	3 ϕ PADMOUNT TRANSFORMER
□	1 ϕ PADMOUNT TRANSFORMER
□	PRIMARY METERING TANK
—	CAPACITOR
—	VOLTAGE REGULATOR
□	LUMINAIRE

LETTER 'E' OR SHADED SYMBOLS INDICATES EXISTING PLANT

CONDUCTOR DESIGNATION

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

LUMINAIRE DESIGNATION

S	HIGH PRESSURE SODIUM
M	MERCURY VAPOUR
14	STANDARD LUMINAIRE 14' BRACKET
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 NLP GUY'S ONLY. HOWEVER THE ANCHOR SHALL BE SIZED TO ACCOMMODATE A GUY FOR COMMUNICATION CIRCUITS WHERE REQUIRED.
STANDARD ROD TYPES ARE:
(a) 3/4" x 8' DOUBLE EYE FOR UP TO 2 SINGLE GUY'S
(b) 1" x 8' TRIPLE EYE FOR UP TO 3 SINGLE GUY'S
- THE DESIGNATION TO BE USED ADJACENT TO THE SYMBOL FOR CONDUCTOR AND LUMINAIRE ARE INDICATED ABOVE.
- THE OPERATING VOLTAGE AND INSULATION LEVEL SHALL BE INDICATED ON EACH PLAN.

STANDARD SYMBOLS - NEWFOUNDLAND POWER

SCHEDULE "B"

CALCULATION OF ANNUAL RENTAL RATE AND ANNUAL RENTAL FEE

Annual Rental Rate (per Pole Unit)

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

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

Annual Determination of Billable Pole Units

2001	211,970 Pole Units *
2002 to 2010	Total NP Distribution Poles (end of previous year) \times 75.84 % **

(the "Occupied Pole Units")

Occupied Pole Units less Transitional Pole Count Adjustment*** = Billable Pole Units

* Total of Joint Use Poles owned by NP at December 31, 2000 and Joint Use and Non Joint Use Poles owned by Aliant at December 31, 2000.

** Percentage represents (Aliant Non Joint Use Poles + Aliant Joint Use Poles + NP Joint Use Poles) \div (Aliant Non Joint Use Poles + Aliant Joint Use Poles + Total NP Distribution Poles), as of December 31, 2000.

*** See Transitional Adjustments, page 3.

Determination of Annual Rental Fee

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

* See Transitional Adjustments, page 3.

Third Party Revenue Adjustment

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

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

The calculation is as follows:

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

= Adjusted Third Party Revenue
2. Adjusted Third Party Revenue \times 62.5% = Aliant's Portion
3. Aliant's Portion *divided by* Occupied Pole Units = Third Party Revenue Adjustment

**Transitional Adjustments
(2001 – 2004)**

Transitional Pole Count Adjustment *

2001	105,985 Poles
2002	63,591 Poles
2003	42,394 Poles
2004	21,197 Poles

Transitional Third Party Revenue Adjustment *

2001	\$564,367
2002	\$338,620
2003	\$225,747
2004	\$112,873

- * Transitional Adjustments apply only during the first four years of the initial term of the Agreement. The Transitional Pole Count Adjustment is based on the starting Pole count of 211,970 poles. The transitional Third Party Revenue Adjustment is based on Aliant's benchmark Third Party revenue of \$1,128,733.

SCHEDULE "C"

CALCULATION OF CAPITAL CONTRIBUTIONS (NON JOINT USE POLES)

Capital Contributions (initial year)

$\$850.00 \times 60\% = \510.00 (effective from January 1, 2001 to December 31, 2001)

Capital Contributions (ensuing years)

The lesser of:

(a) $\text{Capital Contribution (Previous Year)} \times (1 + X)$

(where X is equal to the weighted average of the annual change, expressed as a percentage, in NP's distribution plant upgrade cost factors for Pole and Anchor replacement as approved by the Board for use in NP's contribution in aid of construction policy)

and:

(b) $\text{Capital Contribution (Previous Year)} \times [1 + (50\% \times \text{Previous Year's GDPPI})]$

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