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OP Supervisor - Island Tel - Keith Francis K.S. Dhillan, City of Halifax Engineering & Works Dept. P.O. Box 1749, Halifax, NS B3J 3A5	1
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JOINT USE AGREEMENT
Between
NOVA SCOTIA POWER INCORPORATION
And
MARITIME TELEGRAPH & TELEPHONE COMPANY LTD.

Book # _____

1993 03 31

APPENDIX I
JOINT USE AGREEMENT
ADMINISTRATIVE PRACTICES

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NOTE:

Normal Joint Use construction practices, other than those indicated above, will be found in the following documents:

- (a) NSPI - Section J, Distribution Standards Handbook
- (b) MT&T - 900 and 600 series practices

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APPENDIX I
JOINT USE AGREEMENT
ADMINISTRATIVE PRACTICES

1. PRINCIPLE OF JOINT USE COST SHARING

1.01 Definitions

Various terms, as they pertain to this Agreement, are defined as follows:

(a) Joint Use Credit Pole:

A Joint Use Credit Pole is any pole supporting the tenant's major class of plant. These are the only poles to be considered as a credit towards the annual construction quota.

(b) Joint Use Non-Credit Pole:

A Joint Use Non-Credit Pole is any pole not supporting the tenant's major class of plant. No credits shall be given towards the annual construction quota.

(c) Major Class of Plant:

For MT&T: Shall consist of one or more cable(s) supported by an independent support strand to which the cable(s) are lashed or supported in rings.

For NSPI: Shall consist of plant operating at a nominal voltage in excess of 750 volts to ground, normally referred to as primary voltage.

(d) Secondary Class of Plant:

For MT&T: Shall consist of aerial drop wire(s), as well as multi drops, nez and fig. 8.

For NSPI: Shall consist of plant operating at a nominal voltage of 750 volts to ground or less. This normally includes 2-3-or 4-wire open secondary or duplex, triplex, or quadraplex service cable(s).

1. PRINCIPLE OF JOINT USE COST SHARING (Continued)1.01 Definitions (Continued)(e) Joint Use Line Pole:

A Joint Use Line Pole is any pole not solely used for guying, crossover, and service as defined in (g), (h), and (i) below. It is a pole of sufficient height so as to provide the minimum allowable separations and clearance as noted in this Section. Construction credits may or may not apply, depending on the tenant's class of plant. The class of the pole will be determined from the number, type and location of the attachments and each utilities design criteria.

(f) Minimum Standard Joint Use Line Pole

A minimum Standard Joint Use Line pole is any pole not solely used for guying, crossover, and services as defined in (g), (h), and (i) below. It is a pole which will afford both parties their minimum standard space allotment as defined in (o), (p) and (q) below; while maintaining a common neutral zone and minimum ground clearances as outlined in Section 4.00, "Joint Use Construction Standards".

Normally, a 40 foot, Class 4 pole or its Metric equivalent will provide both parties with their minimum required standards.

For requirements in excess of Joint Use Standards, refer to Section 2.06, "Construction in Excess of Joint Use Standards".

(g) Service Pole:

A Service Pole is a pole supporting secondary class of plant only.

(h) Guy (Stub) Pole:

A Guy (Stub) Pole is used to support a pole when a down guy and anchor cannot be directly attached.

1. PRINCIPLE OF JOINT USE COST SHARING (Continued)1.01 Definitions (Continued)(i) J.U. Crossover Pole:

A J.U. crossover pole is a single pole in a line used by either or both parties to traverse that paralleling line.

(j) Attachments:

Attachments are any communication or power related material, apparatus or fixture attached to a pole which is required by either party.

(k) The Tenant:

The Tenant is the utility having attachments on the owner's poles or intending to place attachments on the owner's pole line at a future date.

(l) The Owner:

The Owner is the utility now owning or intending to construct and own a Joint Use Pole Line.

(m) Incidental Pole:

An Incidental Pole is an additional line pole placed in an existing line for the specific needs of one party only. Since these poles are line poles, both parties must attach to them; however, they are placed for the specific needs of one party only and as such, the cost of them will be borne by the requesting party. (See 2.06.03(e) for future details.)

(n) Miscellaneous Pole:

A miscellaneous pole is a pole placed out of line with the main pole line for the use of other than (e), (g), (h), (i), or (m) outlined in this section. They are placed for the specific needs of one party only and as such the cost of them will be borne by the requesting party. See also 2.06.03 (d).

1. PRINCIPLE OF JOINT USE COST SHARING (Continued)

1.01 Definitions (Continued)

(o) Standard Communications Space Allotment:

The minimum Standard Communications Space Allotment is a 0.6 metre space on a standard joint use pole which is under the entire control of MT&T.

(p) Standard Power Space Allotment:

The minimum Standard Power Space Allotment is a 3.26 metre space on a standard joint use line pole which is under the entire control of NSPI.

(q) Standard Neutral Space Allotment:

The minimum standard neutral space allotment is a 1.0 meter space on a Joint Use Line Pole used as a communication work space and a safety zone between power and communication plant. The neutral space shall not be violated by either party without conforming to CSA Standards.

1. PRINCIPLE OF JOINT USE COST SHARING (Continued)1.02 Concept

This agreement is based on the concept that each party hereto shall construct its annual share of joint use based on a fixed quota for the duration of the agreement. The quota is based on a fixed formula of which the variables will be negotiated prior to the renewal of this agreement.

For ease of administration under this agreement rounding of the results of the formula establishes the following fixed quotas for the duration of the agreement:

MT&T's quota = 40%
NSPI's quota - 60%

Basically, each party will be responsible for providing joint use pole facilities according to the above quotas. The quota for each party will consist of two elements:

- (1) New J.U. line pole construction
- (2) Existing line poles - the owner of these poles accepts the responsibility to bring them up to joint use standards when necessary, whether initially or at some future date.

In any case, the owner will be given a construction credit for all line poles attached to at the time of initial attachment. Should the tenant request the construction of, and fail to attach to, a potential joint use line pole within a grace period of two years then the tenant shall award the owner compensation. Such compensation shall be calculated from the end of such grace period to the time of initial attachment. (See Bulletin #1 for compensation method)

There will be no billing for various work operations, provided such work is to joint use standards, except for those special cases detailed in Section 2.05.

1.02 Joint Use Cost Sharing Formula1.02.01 General

Each party will be responsible for a fixed annual construction quota or ratio which was determined by the "Joint Use Formula". This formula has been the basis of negotiations of the Agreement and will be the basis of negotiations of renewals. During the term of the Agreement the fixed quotas set out in Section 1.02 shall govern.

1. PRINCIPLE OF JOINT USE COST SHARING (Continued)1.02 Joint Use Cost Sharing Formula (Continued)1.02.01 General (Continued)

Expressed as a percentage of investment:

$$\frac{\text{MT\&T's Net Savings}}{\text{MT\&T's Investment}} = \frac{\text{NSPI Net Savings}}{\text{NSPI Investment}}$$

This principle results in the following formula:

$$\text{MT\&T's quota 'x'} = \frac{100 \text{ T}}{\text{T} + \text{P}}$$

$$\text{NSPI's quota} = 100\% - \text{MT\&T's quota}$$

1.02.02 Derivation

Note: The calculation is based on a sample of 100 poles so the respective quota are expressed as a percentage.

T - Installed cost of standard telephone pole providing same space and clearance as 'J'.

P - Installed cost of standard power pole providing same space and clearance as 'J'.

J - Installed cost of a standard joint use pole [for definition see 1.01 (a)].

NOTE: T, P & J include the cost of:

- (a) 1/3 the cost of an anchor and guy
- (b) 1/6 the cost of a stub pole & overhead guy

MT&T Net Savings - Difference between 100T and MT&T's share of a joint use line xJ

NSPI Net Savings - Difference between 100P and NSPI's share of a joint use line (100-x)J.

1. PRINCIPLE OF JOINT USE COST SHARING (Continued)1.02 Joint Use Cost Sharing Formula (Continued)1.02.02 Derivation (Continued)

Expressed as a percentage of investment:

$$\frac{\text{MT\&T Net Savings}}{\text{MT\&T Investment}} = \frac{\text{NSPI Net Savings}}{\text{NSPI Investment}}$$

$$\frac{100T - Jx}{Jx} = \frac{100P - (100-x) J}{Jx}$$

OR

$$x = \frac{100T}{T+P} \%$$

where x = MT&T's percent quota
100-x = NSPI's percent quota

1.02.03 Cost Breakdown

Following is a breakdown of costs incorporated in
T, P & J:

(a) Material (FOB Truro)

(b) Provincial Sales Tax
on items comprising T
on items comprising P
on items comprising J

(c) Supply Expense

(d) Labour

MT&T labour on items comprising T
NSPI labour on items comprising P
Average of MT&T & NSPI labour on items comprising J

(e) Engineering (Administrative Overhead)

(f) Incorporated in the values of T, P and J are certain
miscellaneous costs in addition to the installed cost
of the pole itself. They are:

1. PRINCIPLE OF JOINT USE COST SHARING (Continued)1.02 Joint Use Cost Sharing Formula (Continued)1.02.03 Cost Breakdown (Continued)

(f)i) One third of the cost of an anchor and guy based on the assumption that on average there is one anchor and guy for every three line poles.

ii) One sixth of the cost of a stub pole and overhead strand based on the assumption that on average there is one of the above items for every six line poles.

1.02.04 Joint Use Cost Sharing Formula with CATV

Where CATV cables occupy a position in the communication space on NSPI owned joint use pole, NSPI will compensate MT&T by adjusting Fixed Annual Joint Use Ownership Quota by the following formula:

$$\text{MT\&T quota } x = \frac{S - N}{S} \times \frac{5}{40} \%$$

$$\text{NSPI quota} = 100\% - x\%$$

Where S = unadjusted total number of Joint Use Credit Poles

N = Number of NSPI Joint Use Credit Poles with CATV cable

$\frac{1}{5}$ is a compensating factor

1.02.05 Revenue from CATV Attachments

The owner of the joint use line will receive all revenues associated with CATV except for MT&T owned CATV cable.

1. PRINCIPLE OF JOINT USE COST SHARING (Continued)

1.03 Administration

1.03.01 Joint Use Committee

This Joint Use Agreement will be administered by a Joint Use Committee consisting of two senior managers from each utility.

Each utility shall keep the other informed by letter of the names of its representatives.

This committee will be responsible for:

- (1) Administration of the terms and conditions of this agreement.
- (2) Promoting long range planning on all Joint Use projects.
- (3) Recommending amendments to the Articles.
- (4) Negotiating all questions and problems which come under dispute regarding Joint Use.
- (5) Revising practices as necessary.
- (6) Initiating and establishing records, studies, audits, sampling and such other items as may be necessary to establish and maintain the practices.

Note: For passage of a recommendation by this committee a unanimous vote is required.

1.03.02 Joint Use Co-ordinator

Reporting to the Joint Use Committee will be two Joint Use Co-ordinators - one from each party - whose duties will be to administer day-to-day Joint use affairs

Included in the Joint Use Co-ordinators duties are to:

- A. Interpret the Joint Use Agreement and Practices
- B. Ensure that the Agreement and the Practices are being effectively implemented
- C. Advise the Field Forces on matters of Joint Use.

1. PRINCIPLE OF JOINT USE COST SHARING (Continued)1.03 Administration (Continued)1.03.02 Joint Use Co-ordinator (Continued)

- D. Prepare progress and analysis reports to measure the effectiveness of the joint use program, and advise the Committee on major problems and developments.
- E. Handle co-ordination of joint use policy and procedures with departments and divisions within their respective utilities, with the other utility through his opposite co-ordinator, and with third parties to the Agreement.
- F. Be responsible for the exchange of long range construction programs.
- G. Provide their respective utilities with forecasts.
- H. Review and recommend revisions to the Agreement and Practices associated with joint use.
- I. Advise the field office of the provincial pole ownership ratio.
- J. Plan and direct periodic field checks of the total number of joint use poles by an actual pole count, statistical sampling, or other means as determined by the Joint Use Committee.
- K. Co-ordinate the sale and purchase of standing poles and associated anchors to establish and maintain the desired ratio of ownership.
- L. Make recommendations on the need for additional training of the administrative, engineering, supervisory and craft personnel to ensure the effective functioning of the Agreement and Practices so that:
 - 1. Engineering personnel are familiar with the other utility's facilities to properly detail pole changes and other rearrangements.
 - 2. Engineering personnel can evaluate the economics of alternate plans when new lines or major changes are being contemplated by either utility.

1. PRINCIPLE OF JOINT USE COST SHARING (Continued)

1.03 Administration (Continued)

1.03.02 Joint Use Co-ordinator (Continued)

3.Craft personnel will have an appreciation of the other utility's plant particularly when working on or around it.

M.Act as Joint Secretaries and/or Chairpersons of the Joint Use Committee and all other committees in connection with joint use.

2.00 PRINCIPLES OF AGREEMENT

Responsibility for and Administration of Joint Use Construction.

2.01 General

This Section details which party is responsible for certain work operations under varying conditions as well as the scheduling of this work.

The success of this Agreement is dependent on a good relationship between both utilities at all levels. A good relationship can only be achieved by each party carrying out the intent of this Agreement, co-ordinating their work efforts to meet the time schedules, and giving joint work the high priority agreed to by the Management of each utility.

Credits towards the annual construction quota shall be given for all poles that meet the criteria of a Joint Use Credit Pole as defined in Section 1.01 (a).

2.02 General Policies

(a) Each utility agrees to the policy of one Joint Use Pole Line whenever such joint use is desirable in the judgement of both utilities.

(b) New Construction Along Highways and Streets

Whenever feasible along any highway or street, only one pole line is to be built. This also applies to pole extensions beyond existing separate lines.

(c) Construction on Private Property

It is a general policy of both utilities to construct only one joint use pole line on private property where both utilities plan to extend service aerially.

(d) Consolidation of Separate Lines

In any location where separate and paralleling pole lines now exist, consideration is to be given to consolidating the pole line when it becomes necessary to make major repairs replacements or alterations. Refer to Section 2.03.04 for responsibility of each party.

2.00 PRINCIPLES OF AGREEMENT (Continued)2.02 General Policies (Continued)(e) Construction on Right-of-Way

It is recognized that from an operating and maintenance point of view, it is desirable to have utility pole lines located so that there will be easy access from on-road utility vehicles.

When contemplating rebuilding an existing line located on private Right-of-Way or in a location not accessible from on-road utility vehicles, consideration shall be given to rebuilding on a public Right-of-Way or in such a location so that on-road utility vehicles have easy access.

When such work is undertaken, and joint use is a consideration, the owner shall construct the new line under "Construction-New Joint Use Pole Line" requirements.

(f) Pole Replacement Location

When replacement of an existing joint use or potential joint use pole is required, consideration is to be given each case so that the best joint engineering solution results and the new pole be placed in the same location if possible. All pole locations for J.U. or potential J.U. applications must be jointly staked as per Section 2.03.03 (a).

This is of particular importance where cable/ conductor risers, terminals, junction poles, deadend or corner poles, etc. are involved.

(g) Removal of Poles

The owner is responsible for the removal and disposal of their pole(s). There are times, however, when it is economically feasible for the tenant to remove the owner's pole at the request of the owner. This would normally apply to individual poles in isolated areas where return trips for either party would be costly and the tenant is at the site with the necessary equipment and expertise to do the job.

2.00 PRINCIPLES OF AGREEMENT (Continued)2.02 General Policies (Continued)(h) Removal, Transfer or Re-Arrangement of Attachments

The removal, transfer or re-arrangement of attachments on joint use poles is to be done promptly. The utility requesting the removal, transfer or re-arrangement is to give ample notice as outlined in Section 2.08.02, except in an emergency when shorter notice and completion date may be required.

(i) Contractors

A contractor hired by either utility to do work which may involve the other utility's facilities is to be qualified to do so and is to be acceptable to both parties.

(j) Joint Staking

The owner of a Joint Use or Potential Joint Use Pole(s) shall provide the tenant with the opportunity to jointly stake. Refer to 203.03(a).

(k) Financial Responsibility for Budgeted Work

Sacrificed Life, transfer, re-arrangement costs etc. shall not apply to tenant requested work which the owner has previously budgeted for in their upcoming fiscal year.

(l) Slack Span Design

It is general policy that Slack Span Design is not a standard by either utility. However this design concept can be utilized providing agreement by both utilities can be attained.

2.00 PRINCIPLES OF AGREEMENT (Continued)2.03 Construction - New Joint Use Pole Line2.03.01 General

Construction - New Joint Use Pole Line includes the initial placement of poles in the following situations:

- (a) building new Joint Use Line;
- (b) extending existing Joint Use Line;
- (c) rebuilding Joint Use Line out-of-line with existing plant;
- (d) consolidation of separate Non Joint Use Lines
- (e) incidental pole(s) See 2.06.03 (e)

2.03.02 Initial Identification of Pole Requirements

The MT&T District Outside Plant Engineering Supervisor/ NSPI Zone Manager initially identify new joint use requirements per Section 6.04 Forecasting; however, it is recognized that certain unforeseen requirements may develop that were not previously identified.

If the current requirements for poles had previously been forecasted and approved, the party requiring same will refer to the current issue of the Forecast form to determine which party is responsible for placing these new poles.

If the current requirements for poles had not been previously forecasted, the party requiring same will contact their field counterpart to determine if there is a requirement for joint use and if so to determine which party is to construct the new line. The guidelines noted in Section 6.04 Forecasting, shall apply when determining which party is to construct a new line. Once a decision is reached, both parties shall notify their Joint Use Co-ordinator of the decision.

Once responsibility for placement of these poles is established, the responsible party will schedule the placement of these poles as per field agreement while following the procedures in Section 6.

2.00 PRINCIPLES OF AGREEMENT (Continued)

2.03 Construction - New Joint Use Pole Line (Continued)

2.03.03 Criteria to be Met When Constructing a New Joint Use Pole Line

Credits towards the annual construction quota shall be given for all poles that meet the criteria of a Joint Use Credit Pole as defined in Section 1.01 (a).

The owner of the NEW Joint Use Line is to place, own, and maintain all jointly used line poles as well as all service incidental, miscellaneous and guy (stub) pole(s) including all associated anchors, as per the following:

(a) When joint use is a consideration, the owner of the Joint Use Line shall provide the tenant with the opportunity to jointly stake the proposed new line. Situations where the tenant is given an opportunity to jointly stake and fails to do so shall be considered as if joint staking had occurred provided lead time as specified in 2.08.02 (a) has been met.

When a line has been jointly staked, Sacrificed Life Value, transfer and/or re-arrangement costs, shall apply to all poles that may require replacement or relocation at the request of the tenant at the time of initial attachment.

When the tenant has not been given an opportunity to jointly stake, Sacrificed Life Values, transfer and/or re-arrangement costs shall not apply to newly installed potential Joint Use Poles that may require replacement to accommodate the tenant's plant at the time of his initial attachment.

2.00 PRINCIPLES OF AGREEMENT (Continued)2.03 Construction - New Joint Use Pole Lines (Continued)2.03.03 Criteria to be Met When Constructing New Joint Use Pole Lines (Continued)

(a) (Continued)

Poles shall be classified as newly installed if the tenant makes their initial attachment within twelve (12) months after the initial placement of the poles. All others shall be classified as existing.

Sacrificed Life Value, shall apply to all existing poles that require replacement at the request of the tenant, provided deterioration is not a factor.

(b) Line Poles

All Line Poles will be placed by the owner of the line without charge to the tenant at the time of initial construction.

Construction credits will apply to line poles that comply with the definition of a Joint Use Credit Pole.

(c) Guy (Stub) Poles

All Guy (Stub) Poles will be placed by the owner of the line without charge to the tenant at the time of initial construction.

(d) Service Poles

All Service Poles will be placed by the owner of the line without charge at the time of initial construction, provided they are identified before construction of the line is completed. Any service poles identified after initial construction is completed will be placed without charge by the owner as per lead times in Section 2.08.02. The tenant may attach to these poles without formal application or charge.

2.00 PRINCIPLES OF AGREEMENT (Continued)

2.03 Construction - New Joint Use Pole Lines (Continued)

2.03.03 Criteria to be Met When Constructing New Joint Use Pole Lines (Continued)

(e) Anchors (Line Pole)

All Anchors supporting a line pole, including those required to support a service only, shall be placed, owned, and maintained by the owner of the line pole.

Anchors not required by the Tenant for a period of up to twelve (12) months from the initial installation of the line pole shall be placed by and at the expense of the owner at the time of the tenant's initial attachment as per lead times in Section 2.08.02.

Any subsequent anchors required because the existing line requires some rearrangement, will be placed by and at the expense of the owner.

(f) Anchors (Service Pole)

All anchors required to support a service pole shall be placed, owned, and maintained by the service pole owner. Service pole anchors required to support the load of one party only shall be placed at the expense of the requiring party. Service pole anchors that are required to support the load of both parties shall be placed at the expense of the service pole owner.

Notes:

1. MT&T normally do not require anchoring facilities to support an unsupported aerial drop wire.
2. When the owner is unable to meet the required time schedule, the tenant, after consultation with the owner, may place the pole(s) and/or anchors and bill the owner as applicable per pricing schedule in Section 5.

2.00 PRINCIPLES OF AGREEMENT (Continued)2.03 Construction - New Joint Use Pole Lines (Continued)2.03.03Consolidation of Separate Lines

Where the two parties agree to consolidate existing lines, by erecting a new Joint Use Line, the party responsible for erecting the new line shall arrange with the tenant to carry out joint staking. Each party will assume the loss of the undepreciated value of its existing plant, the cost of removal of its existing plant, and the cost of transferring from its existing poles to the new line.

This situation should not be confused with the situation where both parties have paralleling non Joint Use Lines and where one party is abandoning his line to attach to the other party's line. In this case, the tenant would assume the loss of the undepreciated value of his plant but the owner would be paid the Sacrificed Life Value of any poles he must replace to accommodate the tenant.

The determination of which party is responsible for the erection of the new line is detailed in Section 6.03.

2.00 PRINCIPLES OF AGREEMENT (Continued)2.04 Construction - Existing Non Joint Use Poles

Replacements -Any existing poles that do not afford the tenant minimum allowable separations and clearances must be replaced with poles that provide both parties their standard space allotment and minimum clearances and separations. The owner of the potential Joint Use Pole(s) shall provide the tenant with the opportunity to jointly stake. Construction credits may be received at the time of the tenant's initial attachment.

The tenant will pay the owner the Sacrificed Life Value of any such prematurely replaced pole(s). The Sacrificed Life Tables are found in Section 5.

2.04.01 General

This Section deals with the initial attachment by the tenant to existing Non Joint Use Poles. The owner will receive credit(s) towards his annual construction quota for each pole that the tenant attaches to provided the definition of a Joint Use Credit Pole applies and the following conditions are met:

Where dealing with guy (stub), crossover poles in non Joint Use lines and/or where dealing with two non Joint Use paralleling lines which are to remain non Joint Use lines refer to Section 2.06.03e II, III, IV.

2.04.02 Initial Identification of Pole Requirements

The MT&T District Outside Plant Engineering Supervisor/ NSPI Zone Manager initially identify Joint Use requirements for attachments per Section 6.04 - Forecasting; however, it is recognized that certain unforeseen requirements may develop that were not previously identified.

2.00 PRINCIPLES OF AGREEMENT (Continued)2.04 Construction - Existing Non Joint Use Poles (Continued)2.04.02 Initial Identification of Pole Requirements (Continued)

If the current requirements for all the poles had previously been forecasted and approved, the party requiring same will follow the procedures in Section 6.04 to inform the owner of his specific plans.

If the current requirements for all the poles had not been previously forecasted, the party requiring same will request his field counterpart to investigate the feasibility of Joint Use. If the owner approves joint use, both parties shall notify the Joint Use Coordinator who will determine if this unforecasted application will seriously alter the construction ownership ratio.

If the application does not alter the ownership ratio seriously, the tenant will follow the procedures in Section 6 to inform the owner of his specific plans.

If the application does alter ownership ratio seriously, the matter will be referred to the Joint Use Committee. If the application is approved, the tenant will follow the procedures in Section 6 to inform the owner of his specific plans. If the Joint Use Committee rejects the application, the proposed tenant must make alternate plans.

2.04.03 Criteria to be Met When Attaching to Existing Non Joint Use Poles

Construction Credits will be received for that year in which the tenant made the initial attachment to any pole which met the criteria of a Joint Use credit pole as defined in Section 1.01 (a).

The owner of the existing NON JOINT USE LINE, which is to become a JOINT USE LINE, must place or replace all line, service, guy (stub), crossover poles, and anchors per the following guidelines:

2.00 PRINCIPLES OF AGREEMENT (Continued)2.04 Construction - Existing Non Joint Use Poles (Continued)2.04.03 Criteria to be Met When Attaching to Existing Non Joint Use Poles (Continued)

- (a) Line Poles - Any existing pole(s) that do not afford the tenant minimum allowable clearances and separations must be replaced with poles that provide both parties their standard space allotment and minimum clearances and separations. The tenant will pay the owner Sacrificed Life Value of any such prematurely replaced poles. Any transfer or rearrangement of the owner's attachments necessitated by these pole replacements will be completed by the owner.
- (b) Service Poles - The tenant may attach to any existing service pole without formal application or charge unless the tenant is attaching a major class of plant. All Joint Use and Non Joint Use service poles, in addition to those existing, will be placed, owned and maintained by the owner of the line poles without charge.
- (c) Guy (Stub) Poles - The tenant, when possible, will use the owner's guy (stub) poles. All guy (stub) poles in addition to those existing will be placed, owned and maintained by the owner of the line poles without charge.
- (d) Crossover Poles - Refer to Section 2.06.03.
- (e) Anchors (Line Pole) - Anchors required by the tenant as part of his initial attachment as well as all subsequent anchors will be placed, owned and maintained by and at the expense of the owner of the line pole(s).
- (f) Anchors (Service Pole) - Anchors required by the tenant as part of his initial attachment to a service pole will be placed, owned, and maintained by the pole owner. Anchors required to support the load of one party shall be placed at the expense of the requiring party. Anchors that are required to support the load of both parties shall be placed at the expense of the pole owner.

2.00 PRINCIPLE OF AGREEMENT (Continued)

2.04 Construction - Existing Non Joint Use Poles (Continued)

2.04.03 Criteria to be Met When Attaching to Existing Non Joint Use Poles (Continued)

NOTES: 1.MT&T normally do not require anchoring facilities to support aerial drop wire, nez wire or multi drops.

2.When the owner is unable to meet the required time schedule, the tenant, after consultation with the owner, may place the pole(s) and/or anchors and bill the owner as applicable per Section 5.

2.00 PRINCIPLES OF AGREEMENT (Continued)2.05 Construction-Existing Joint Use Poles2.05.01 General

This Section deals with the replacement of existing Joint Use plant. No construction credit will normally be given for this type of work unless the number of poles increase or decrease.

This Section includes pole replacements for the following reasons:

- (a) Deterioration
- (b) Highway Relocations
- (c) Emergency Situations
- (d) Request by Tenant
- (e) Requirement of Owner
- (f) Request of Third Parties

2.05.02 Initial Identification of Pole Requirements

The MT&T District Outside Plant Engineering Supervisor/NSPI Zone Manager initially identify Joint Use Replacement per Section 6.04 - Forecasting; however, it is recognized that certain unforeseen requirements may develop that were not previously identified.

If the current requirement for all pole replacements had previously been forecasted and approved, the party requiring the pole replacements will schedule this work according to the approved forecast and issue a notification form as per Section 6 to provide full details of his plans.

If the current requirement for all pole replacements had not previously been forecasted and approved, the party initially identifying this additional requirement must submit his proposals to his field counterpart for discussion, approval, and scheduling. This action is essential even though the party requiring the pole replacements may be the owner of these poles.

The tenant in all cases must have advance notice of the owner's intentions in order to schedule his portion of the work; i.e., transfers, etc.

2.00 PRINCIPLES OF AGREEMENT (Continued)2.05 Construction-Existing Joint Use Poles (Continued)2.05.02 Identification of Pole Replacement Requirements
(Continued)

The owner of the Joint Use Pole(s) to be replaced, shall provide the tenant with the opportunity to jointly stake. With the exception of 2.05.03(c) "Emergency Replacement", when the tenant has not been given the opportunity to jointly stake and the owner installs the new pole(s) in a location and/or position so that the tenant incurs additional rearrangement and/or transfer costs, these additional costs shall be the responsibility of the owner.

When a proposal is approved at the field level, the requesting party must submit details of the proposal to the other party using a Joint Use Notification Form as per Section 6.

If agreement is not reached at the field level, the requesting party shall submit written details to their Joint Use Coordinator for discussion with his counterpart and possible referral to the Joint Use Committee.

2.05.03 Criteria to be Met When Replacing Joint Use Poles, Associated Poles, and Hardware

This Section details the construction requirements to be met when replacing joint use poles and associated hardware for the following reasons:

- (a) Deterioration
- (b) Highway Relocations
- (c) Emergency Situations
- (d) Request of Third Parties
- (e) Request by Tenant
- (f) Requirements of Owner

2.00 PRINCIPLES OF AGREEMENT (Continued)2.05 Construction-Existing Joint Use Poles (Continued)2.05.03 Criteria to be Met When Replacing Joint Use Poles, Associated Poles, and Hardware (Continued)

- (a) Deteriorated Pole - Is a pole which has deteriorated structurally to a point where it can no longer support the load attached to it as per CSA Standards. Replacement of individual poles and major sections of lines including associated hardware, due to deterioration, shall be completed by the owner of that line without a construction credit for the owner or charge to the tenant. Certain guy (stub), crossover, and service poles may not belong to the owner of the Joint Use Pole Line. These poles and associated anchors shall be replaced or purchased by the owner of the main line at the time of replacing the main line pole. Construction credit adjustments may be required. The owner is responsible for disposal of deteriorated poles.

Regardless of whether the owner or the tenant initiates the pole replacement, no Sacrificed Life Value will be paid to the owner. Each party is responsible for transferring or rearranging its own attachments as well the cost of same.

- (b) Highway Relocations - Where a highway relocation necessitates the consolidation of existing non Joint Use lines, refer to Section 2.03.04.

Where a highway relocation necessitates the relocation of an existing Joint Use line, the owner of the line, guy (stub), crossover, and service poles must relocate them at his own expense. Each party is responsible for relocating its own attachments as well as bearing the cost of same.

2.00 PRINCIPLES OF AGREEMENT (Continued)2.05 Construction-Existing Joint Use Poles (Continued)2.05.03 Criteria to be Met When Replacing Joint Use Poles, Associated Poles, and Hardware (Continued)

(c) Emergency Replacements - In order to maintain or restore service during emergencies when immediate attention is required, the tenant may replace the owner's joint use pole. In all cases, the owner is to be informed of the situation immediately. The owner will reimburse the tenant for such pole replacements on an actual cost basis. The NSPI may temporarily secure communication attachments in a safe manner but MT&T will, under no circumstances, temporarily secure NSPI power attachments.

(d) Pole Replacement Requested by Third Party - Where pole replacements or relocations are requested by a third party, the owner shall be responsible for coordinating the work schedule with the tenant. Each party shall replace, transfer or rearrange its own plant and the third party shall be billed for such work by MT&T and/or NSPI as and when applicable.

Refer to Section 2.06.03 (b) for additional information on poles of added height or class requested by a third party.

(e) Pole Replacement Requested by Tenant - When the tenant has a requirement for the replacement of an existing joint use pole other than those noted in (a), (b), (c), or (d) above, the owner of the line shall complete the work requested within the scheduled time. (Refer to 2.08.02)

Each party is responsible for relocating or transferring its own attachments.

The owner shall be paid the Sacrificed Life Value of any tenant requested pole change.

Construction credits may or may not apply.

2.00 PRINCIPLES OF AGREEMENT (Continued)

2.05 Construction-Existing Joint Use Poles (Continued)

2.05.03 Criteria to be Met When Replacing Joint Use Poles, Associated Poles, and Hardware (Continued)

(f) Pole Replacement Required by Owner - When the owner has a requirement for the replacement of an existing Joint Use Pole other than those noted in (a), (b), (c), and (d) above, the owner shall advise the tenant of the proposed changes, replacements, and obtain agreement on a scheduled completion date. The owner shall assume a loss of the undepreciated pole value, the cost of removal, and the cost of transferring or rearranging its existing plant.

Each party shall be responsible for physically relocating or transferring its own attachments within the scheduled time.

2.00 PRINCIPLES OF AGREEMENT (Continued)2.06 Construction - Excess of Joint Use Standards2.06.01 General

This Agreement is based on the concept that each party will be responsible for its share of joint use while adhering to certain standards. Where these standards are exceeded, one party may bill the other for the cost of this excess.

2.06.02 Initial Identification of Construction in Excess of Joint Use Standards

The MT&T District Outside Plant Engineering Supervisor/NSPI Zone Manager initially identify cases of construction in excess of joint use standards per Section 6 - Forecasting; however, it is recognized that certain unforeseen requirements may develop that were not previously identified.

If the current requirement for construction in excess of Joint Use standards had previously been forecasted and approved, the party responsible for this work will schedule same according to the approved Joint Use Forecast. The requesting party will issue a Construction Notification form per Section 6 to provide the other party with full details of his plans.

If the current requirement for construction in excess of joint use standards had not been previously forecasted, the party initially identifying this need must inform his field counterpart to arrange for approval and scheduling of the project. This action is essential regardless of which party identifies the excess pole requirements. Both parties must be given advance notice in order to schedule their portion of the work. If the proposals are approved by both parties, the requesting party must submit his detailed proposal to the other party using a Construction Notification form per Section 6.

2.06.03 Criteria to be Met When Involved with Construction in Excess of Joint Use Standards

This Section deals with situations where one party or the other to this Agreement or a third party request construction to be carried out which is in excess of Joint Use standards. Detailed below are specific situations where these excesses may occur:

2.00 PRINCIPLES OF AGREEMENT (Continued)

2.06 Construction - Excess of Joint Use Standards (Continued)

2.06.03 Criteria to be Met When Involved with Construction in Excess of Joint Use Standards (Continued)

(a) Higher and/or Heavier Class of Poles

When either party has a requirement for space allotments, separations, clearances, and/or a class greater than the minimum joint use standard required for the application, the cost of providing the additional height and/or strength requirements greater than Class 4 shall be the responsibility of the requiring party.

The cost of grading a line resulting from the installation of a pole(s) in excess of the Joint Use standards shall be that of the requiring party.

Exceptions to the above are: (1) a vertical deadend required by either party, and (2) a heavy corner having a NSPI line angle greater than 20 degrees or a MT&T pull greater than 5.5 metres.

Each party is responsible for rearranging or transferring its own attachment.

When the tenant requests construction in excess of Joint Use Standards, other than the exceptions noted above, the owner will be paid the cost of this excess according to the following:

(I) If the existing pole provides the current minimum standard space allotment plus standard separations and clearances, the tenant will pay for anything in excess of a standard 40' Class 4 or a 45' Class 3 pole and the owners transfer costs where applicable.

2.00 PRINCIPLES OF AGREEMENT (Continued)

2.06 Construction - Excess of Joint Use Standards (Continued)

2.06.03 Criteria to be Met When Involved with Construction in Excess of Joint Use Standards (Continued)

(II) Payment will be additional cost between the present day installed cost of the minimum standard joint use pole and the installed cost of the pole in excess of minimum standard Joint Use and the owners transfer cost where applicable plus sacrificed life value.

Where the owner requires a pole to be placed/ replaced for added height or class, he shall assume the full cost of the pole replacement which shall include the tenants transfer costs, if applicable.

NOTE: Nothing in these clauses should be interpreted as an obligation on the part of the owner for the wholesale replacement of poles where the existing joint use construction had been mutually agreed upon between the parties, particularly if the construction was to standards at the time of placement.

(b) Third Party Request

Where additional pole(s) of added height or class are requested by a third party, the third party shall be billed for such work by MT&T and/or NSPI as and when applicable.

When a third party requests an additional line pole(s) to be placed, the owner may receive a construction credit for such work.

2.00 PRINCIPLES OF AGREEMENT (Continued)2.06 Construction - Excess of Joint Use Standards (Continued)2.06.03 Criteria to be Met When Involved with Construction in Excess of Joint Use Standards (Continued)(c) Ground Connections

Bonding of MT&T suspension strand to the NSPI neutral conductor shall be carried out by NSPI personnel.

The cost of this connection shall be borne by the NSPI only when such connection can be completed as part of normally scheduled work on that line. Should the NSPI require a special or unscheduled trip to make said connection, MT&T must reimburse NSPI for such connection per Price Schedule - Section 5.

(d) Miscellaneous Poles

Miscellaneous poles are not to be installed within 12m of the main pole line unless the owner of the pole line agrees.

(e) Incidental Poles

All incidental poles placed in the line will be attached to by both parties.

(I) Incidental poles in an existing Joint Use line shall be placed by the owner of the line. The cost of placing these poles and the expense of transferring or rearranging all plant shall be borne by the requesting party. Construction credits may be given for such poles.

(II) Where a Joint Use Line and a Non Joint Use Line parallel each other and where a guy (stub) or crossover pole must be placed in the Non Joint Use Line, that pole will be placed by the owner of the Non Joint Use Line at the expense of the requiring party. The cost of placing these poles and the expense of transferring and rearranging shall be borne by the requiring party. Construction credits may be given for such poles.

2.00 PRINCIPLES OF AGREEMENT (Continued)

2.06 Construction - Excess of Joint Use Standards (Continued)

2.06.03 Criteria to be Met When Involved with Construction in Excess of Joint Use Standards (e) (Continued)

Similarly, if existing poles in a Non Joint Use Line must be replaced for guy (stub) or crossover purposes, this work will be completed by the owner of the Non Joint Use Line at the expense of the requiring party. The owner of the Non Joint Use poles will be paid the Sacrificed Life Value of any replaced pole, plus the additional cost between the present day installed cost of the new pole and the present day installed cost of the existing pole and cost of transferring or rearranging. Construction credits may be given for such poles.

(III) Where two Non Joint Use lines parallel each other and where one party requires a guy (stub) or crossover pole in the other line, that pole will be placed by the owner of the line at the expense of the requiring party. The cost of placing these poles and the expense of transferring or rearranging shall be borne by the requiring party. Construction Credits may apply.

Similarly, if existing poles in paralleling Non Joint Use lines are required to be replaced by one party for guy (stub) or crossover purposes, that pole will be placed by the owner of the line at the expense of the requiring party. The party requiring the pole will pay for Sacrificed Life Value of the replaced pole, plus the additional cost between the present day installed cost of the new pole and the present day installed cost of the existing pole plus the cost of transferring or rearranging.

2.00 PRINCIPLES OF AGREEMENT (Continued)

2.06 Construction - Excess of Joint Use Standards (Continued)

2.06.03 Criteria to be Met When Involved with Construction in Excess of Joint Use Standards (e) (Continued)

(IV) Poles replaced for grading as a result of placing incidental guy (stub) or crossover poles shall be replaced by the owner at the expense of the requesting party. The owner shall be paid the Sacrificed Life Value, the expense of transferring and rearranging, and the additional cost between the present day installed cost of a new pole and the present day installed cost of the existing pole.

NOTE: Joint Use Billing associated with the above shall be in accordance with Section 5.0, "Price Schedule".

2.00 PRINCIPLES OF AGREEMENT (Continued)

2.07 Transfers and Re-Arrangements

It is a basic principle of this Agreement that, provided normal Joint Use conditions prevail, each party hereto will transfer or rearrange its own attachments. Under certain conditions the requesting party may be financially responsible for transfer and rearrangement costs. Please refer to appropriate section for detailing.

All transfers must be completed at the time of pole replacement or as soon as practicable thereafter.

Normal maintenance work, (pulled anchors, leaning poles, excessive conductor/cable sagging, pole stubbing) etc. identified by the tenant shall be carried out by the owner prior to the tenants initial attachment at no expense to the tenant.

2.08 Scheduling

2.08.01 General

It is essential to the orderly introduction and ongoing implementation of this agreement that both parties provide detailed schedules of all planned Joint Use work. Preliminary scheduling will be provided on the yearly forecast form (see Section 6). Detailed and specific scheduling will be provided on the Joint Use Construction Notification form (see Section 6).

Yearly Forecasts

Each party is to provide yearly forecasts of the locations, schedules, and quantity of all planned joint use pole work. The Joint Use Forecast form will be used to tabulate this information in as much detail and accuracy as is possible. The "Scheduled Completion Date" column must be completed with any subsequent revisions being forecasted to the appropriate Joint Use Coordinator at the time they are identified. All revisions must be forwarded on a revised forecast form.

2.00 PRINCIPLES OF AGREEMENT (Continued)2.08 Scheduling (Continued)2.08.01 General (Continued)Joint Use Construction Notification Forms

When the final detailed plans for an individual joint use job have been formulated and specific schedules set, the originator must issue a Construction Notification form, per Section 6, to inform the other party of these details. The "Scheduled Completion Date" entry must be completed. The other party must be verbally notified of any revisions to this date, followed up with a revised Construction Notification form. The same serial number and distribution will apply to any reissued Construction Notification form.

2.08.02 Scheduled Completion Date

All projects require yearly forecasting and scheduling using the Joint Use Forecast form. This process will identify projects and place them in approximate time slots. However, as the target date approaches, more specific scheduling is essential, which is accomplished using the Construction Notification form.

Scheduled Completion Date is defined as:

The date the work is to be completed by in order that the other party may start his work.

Prior to issuing a Construction Notification Form both parties are to negotiate an agreed to Completion Date for every job and enter this date on the Construction Notification form. Any variations to the agreed to date must be renegotiated and the form is to be reissued using the same serial number indicating the revised completion date.

2.00 PRINCIPLES OF AGREEMENT (Continued)2.08 Scheduling (Continued)2.08.02 Scheduled Completion Date (Continued)

If the parties cannot come to an agreement on a completion date, then the party requiring the work is to put their required completion date on the form, which cannot be less than the time frames listed below. The party required to do the work is to be notified of this situation immediately. It is then up to the party required to do the work, to meet that date. When the owner is unable to meet the required time schedule, or customer require-ments are such that the required time schedule is unacceptable, the tenant, after consultation with the owner, may place the pole(s) and/or anchors and bill the owner as applicable, per Schedule 5. If for some reason this is not appropriate, the matter shall be referred to the Joint Use Committee.

The NSPI Zone Manager and MT&T District Outside Plant Engineering Supervisors or their appointees are the only ones to negotiate the completion date of every job.

The following time frames are the minimal time frames that one party can require another party to do the work unless both parties agree otherwise.

(a) New Construction

Placing/Replacing

Joint Staking	-	2 weeks
1 to 3 new poles	-	1 week
4 to 10 new poles	-	3 weeks
11 to 20 new poles	-	14 weeks
21 to 30 new poles	-	17 weeks

For each additional 10 new poles, add 1 additional week.

2.00 PRINCIPLES OF AGREEMENT (Continued)2.08 Scheduling (Continued)2.08.02 Scheduled Completion Date (Continued)(b) Attachment to Existing Non Joint Use Poles

Of prime concern here is the number of poles the owner must replace for the tenant and the time required to complete same.

Joint Staking	-	2 weeks
1 to 10 new poles	-	5 weeks
11 to 20 new poles	-	14 weeks
21 to 30 new poles	-	17 weeks

For each additional 10 new poles, add 1 additional week.

(c) Replacements Due to:

- I Deterioration of Hazardous Poles
- II Consolidation of Separate Lines
- III Highway Relocations
- IV Emergency Relocations - Cannot be Scheduled
- V At the Request of Tenant
- VI Requirement of Owner
- VII Request of Third Party

Joint Staking	-	2 weeks
1 to 10 new poles	-	5 weeks
11 to 20 new poles	-	14 weeks
21 to 30 new poles	-	17 weeks

For each additional 10 new poles, add 1 additional week.

(d) Attachment, Transfer, and Rearrangement

Of prime concern here is that all attachments, transfers, and rearrangements be completed in such a manner as to allow the removal of the old pole. These attachments, transfers, and rearrangements must be completed within the time frame provided for their associated pole placement or replacement.

2.00 PRINCIPLES OF AGREEMENT (Continued)

2.08 Scheduling (Continued)

2.08.02 Scheduled Completion Date (Continued)

(e) Rearrangements for Hazardous Conditions - Safety Hazards

Safety hazards are defined as conditions which are likely to be the cause of accidents to employees or to the public or damage to property because CSA Standards are not being met. Corrective action must be carried out immediately on safety hazards. The completion date of the job to rectify the problem, must be mutually agreed to and will depend on the number, type, and seriousness of the hazard.

Nothing in the above paragraph should be interpreted as an obligation by both parties to make wholesale rearrangements to eliminate all conditions which do not meet CSA standards.

2.09 Third Party Attachments

All third party attachments require a license, the owner of the joint use pole and the utility controlling the desired attachment space will be responsible to ensure that any third party attached to the pole adheres to the proper construction procedures and standards.

3.00 CONSTRUCTION PROCEDURES

3.01 General

This section details those situations where special construction procedures apply. These situations include, but are not limited to the following:

3.02 Transmission Lines

Voltages in Excess of 14.4 KV to Ground

All joint use poles carrying power conductors with voltages in excess of 14.4 KV nominal to ground are to be owned by the NSPI. Only NSPI crews or their contractors may add or replace these poles.

Any such work shall be coordinated so that both utilities have crews present to transfer their attachments. This coordination shall be conducted by the appropriate field personnel.

3.30 Pole Top Extensions

A pole top extension is a device attached to the top of a pole to increase the pole's effective height. It serves as an expedient installation where clearances cannot be met without replacing poles or making other extensive rearrangements of facilities.

It is not intended to be used as an alternative for selecting the correct length of pole when designing new plant.

Pole top extensions may be placed on a pole having adequate strength capability. If in the opinion of the pole owner the existing pole does not have the capability to support the added load, it shall be replaced with a pole of sufficient height and class so as to eliminate the requirement for the extension.

When existing poles accommodating Pole Top Extensions are replaced, they shall also be replaced with a pole of sufficient height so as to eliminate the extension.

In each case the owner of the pole may bill the tenant for the extra height requirement. Sacrificed Life charges shall apply in all cases except where the pole is deteriorated and/or where the pole is replaced at the discretion of the owner.

3.00 CONSTRUCTION PROCEDURES (Continued)

3.30 Pole Top Extensions (Continued)

(a) Secondary Pole Top Extensions

Secondary pole top extensions will normally be non conducting devices (penta treated wood crossarm) used as a service or crossover pole extension only.

Metal pole top extensions may be used when installed in accordance with Standard Dwg. J-ED-27M (Secondary Metal Pole Top Extensions). MT&T shall be notified prior to the installation of all metal pole top extensions. Secondary pole top extensions may only be used where the service voltage does not exceed 750 volts to ground.

(b) Primary Pole Top Extensions

Fibreglass pole top extensions may be used in an incidental single pole application where the voltage does not exceed 14400 volts nominal to ground. All installations shall be in accordance with Construction Standard Dwg. J-ED-28M. To ensure that the ultimate breaking strength of the pole is not exceeded, each installation must be mutually approved prior to installation.

3.04 Strain Insulators

For the safety and protection of the public, employees and plant, a guy strain insulator, ASA Class 54-4, or equivalent, Munsell grey in colour, shall be installed in each guy (supply and communication) and located in such a way that under slack or broken guy conditions, the insulator will be at least 2.5m above ground. Refer to Section 4 Joint Use Construction Standards and Standard Drawing J-ED-10M for construction details. Each utility shall be responsible for the installation of guy strain insulators in their guys.

Where two or more guys are attached to the same pole, the location of all guy strain insulators should be chosen so that they do not short each other but remain effective should the guys sag together.

3.00 CONSTRUCTION PROCEDURES (Continued)

3.05 Right-of-Way

(a) Principles

Both parties are to cooperate in obtaining joint private rights-of-way, however, the preparation and processing of all documents will be the responsibility of the Joint Use pole owner. (See 3.05 (c) for exceptions where both parties have to apply).

When new pole lines, extensions, additions, or relocations are proposed, the pole owner shall coordinate all joint right-of-way requirements and obtain necessary joint right-of-way.

When one or more poles are set on private property of only the customer to be served, signed right-of-way is usually not necessary. However, the provisions of the paragraph above apply.

If questions or objections are raised by the land owner, and if desirable, representatives from both utilities are to meet jointly with the land owner to settle the matter.

If in a request for joint right-of-way, verbal or written permission can be obtained for one utility only, notice to the effect is to be given promptly to the other utility.

If a property owner refuses to sign a standard right-of-way form, but will give verbal permission to both utilities, the representative negotiating with the owner is to accept such grant and indicate on the right-of-way form the name of the grantor and his verbal permission. Such verbal rights-of-way are to be approved by the proper authority in each utility.

The utility obtaining joint right-of-way is to request the grantor to sign one copy of the form used and supply the other utility with one or two copies as required and where recording is appropriate, to record the original in the proper registry office.

3.00 CONSTRUCTION PROCEDURES (Continued)3.05 Right-of-Way (Continued)(a) Principles (Continued)

In construction, reconstruction, or additions, if proposing to disturb the ground to install poles or anchors not covered on the original right-of-way, additional right-of-way is to be obtained.

Each utility is to have available a record of all joint rights-of-way, to avoid soliciting right-of-way already obtained.

(b) Division of Right-of-Way Costs

Where joint rights-of-way have equal value for each party, the owner of the Joint Use pole will pay for the cost of obtaining the joint right-of-way. Where one party requires an expense to be incurred for a joint right-of-way which is in excess of joint use standards, which is a 30 foot right-of-way, then the party requiring such is to absorb the additional cost. The party obtaining the joint right-of-way will forward one plan of survey and one copy of the Agreement, as required, to the other party.

(c) Railway Permits

Railway - The railway companies require that both parties submit plans for any pole line work that takes place in space over or on property owned by them. Should either party construct, remove or reconstruct plant on or over railway property then the party actually completing that work must make application to the railway company. In the case of Joint Use on or over railway property, both parties must make application regardless of who owns the pole. Subsequently, either or both parties may be billed by the railway company for such construction depending upon the situation.

3.00 CONSTRUCTION PROCEDURES (Continued)

3.06 Tree Clearing and Trimming

(a) New Construction

In sub-divisions, the owner of the line is responsible for coordinating the initial clearing with the subdivider to meet the requirements of both utilities including the removal of danger trees.

For extended service on private property to an individual or small group, the owner of the line is responsible for the coordination and clearing, but may require the customers to carry out the actual clearing or contribute towards the cost.

Where the tenant's clearance requirements cannot be met without the owner purchasing additional right-of-way or paying an excessive amount for permission to cut or trim tree(s) the tenant is to be advised and other alternatives considered, such as restaking the pole line, installing higher poles, changing construction design or installing underground conductors.

Normally, the pole owner is responsible for the coordination and the initial clearing and will bear the cost. However, if the tenant's requirements are in excess of the Joint Use standards then this additional cost will be billed to the tenant.

(b) Maintaining Tree Clearing and Trimming

The owner of the line is to assume the cost of maintaining tree clearances on the Joint Use Line, as well as the removal of danger trees, to meet the requirements of both utilities. Where MT&T experiences difficulties in the removal of danger trees, the matter is to be coordinated with the NSPI.

In order to ensure effective coordination and implementation of maintenance clearing, the local operating groups of each utility will exchange and schedule their clearing programs, on a continuing basis for the following year. This information is to be consolidated at a joint meeting to be held prior to July 1 of the year the clearing is to start.

3.00 CONSTRUCTION PROCEDURES (Continued)

3.06 Tree Clearing and Trimming (Continued)

(c) Initiating Joint Use on Existing Non-Joint Lines

If one utility requests to establish Joint Use on an existing non Joint Line of the other utility, the tenant is responsible for the necessary tree clearing and/or trimming for his attachments. The owner is responsible for maintaining future clearing and/or trimming after initial attachments as per Paragraph (b).

(d) Adding, Changing or Relocating Facilities on Existing Joint Use Lines

If the tenant adds, changes or relocates facilities on existing Joint Use lines, the tenant is responsible for necessary tree clearing and/or trimming.

If one party does the necessary tree clearing and/or trimming for the other party, then that party may bill actual costs for the above associated work.

3.07 Miscellaneous Foreign Attachments

Street lights, fire alarm circuits, signs and traffic control devices are permitted on Joint Use poles subject only to a verbal agreement between the Municipality and the pole owner. It is essential that these attachments meet Joint Use standards; the pole owner is responsible to ensure that these standards are met.

The owner is to ensure, where possible, that all Joint Use poles are kept free of posters, banners, foreign nails, radio or television antennas, advertising signs, clothes lines, and other devices. In all cases the standard climbing space is to be maintained.

3.08 Voltage Conversion Coordination

MT&T requirements for protection vary with certain primary voltages and systems. When the NSPI proposes to change the primary voltage or system, notification of the area to be converted shall be made by letter from the applicable NSPI zone office to the applicable Outside Plant Facility Design group.

3.00 CONSTRUCTION PROCEDURES (Continued)

3.08 Voltage Conversion Coordination (Continued)

The timing of this notification shall be as follows:

Voltages less than and including 14.4 KV nominal to ground - no notification.

Voltages greater than 1.4 KV nominal to ground - 6 months.

This notification is necessary to enable MT&T to complete arrangements for protection and grounding. MT&T in turn shall notify the NSPI zone office by letter of the completion of this work.

Where converting to voltages greater than 14.4 KV phase to ground coordination is required between the field personnel and the following:

In MT&T's case -Induction Coordination and Electrical Protection Engineer

In NSPI's case -Head, Distribution Operations

3.09 Joint Use Strut Guying

Strut guying is an acceptable method of guying a Joint Use pole when conventional guying methods cannot be used. This guying method shall not be used to head anchor or to guy heavy corners. Those installations requiring more than two guys or in excess of 20° (18 ft. foot pull) shall be referred to the appropriate Standards of Staff Engineering group.

All Joint Use strut guy installations shall be in accordance with Joint Use Construction Standards Drawing J-ED-19M.

3.00 CONSTRUCTION PROCEDURES (Continued)

3.10 Replacement of MT&T Poles Near or Adjacent to Live Conductors

3.10.01 Preamble

In order to ensure the safety of line personnel and maintain system integrity, the following procedure shall be carried out where MT&T is responsible for pole replacement under live line conditions.

No part of this procedure shall be interpreted in such a manner as to prevent the carrying out of established safety regulations and/or work methods adopted by either utility.

3.10.02 General

For the purpose of this procedure, Live Line Conditions shall be deemed to exist within a four foot radius from the nearest contact point of any energized line, apparatus or supporting structure carrying an energized line which is in excess of 300 volts to ground.

An energized line shall be defined as any supply conductor which is electrically connected to a source of potential difference or electrically charged so as to have a potential significantly different from that of the earth.

Advance coordination is essential so that all the requisites of joint use are taken care of satisfactorily.

Work is to be arranged so as to avoid one utility waiting for the other utility to complete its work. This is necessary for several reasons such as:

1. Safety to crew personnel
2. Continuity of service
3. Handling of equipment
4. Protection of equipment of both utilities

3.00 CONSTRUCTION PROCEDURES (Continued)

3.10 Replacement of MT&T Poles Near or Adjacent to Live Conductors (Continued)

3.10.02 General (Continued)

When replacement of existing poles and/or installation of new poles is required, consideration is to be given each case so that the best joint engineering solution results. Where possible, poles should be replaced in the same locations, particularly when junction poles, deadend poles, corner poles, terminals or cable riser poles, etc. are involved.

3.10.03 Responsibility

The pole owner shall be responsible for installation, removal and disposal of all their joint use poles. Where a third party is involved in a project, the two utilities shall be coordinated their mutual arrangements before either utility makes final arrangements with or commitments to such third parties. The pole owner shall be responsible for all coordination.

When installing or removing a pole in or near energized lines, care shall be taken to keep the pole from coming into contact with live conductors. On lines operating at 7200 volts nominal phase to ground or less, the conductor may be covered with rubber protective equipment and the top of the pole shall be insulated with approved rubber blankets or detachable barriers. On lines operating above 7200 volts nominal phase to ground, the pole shall be insulated and the conductor may be covered with protective equipment rated for the voltage involved or hot line tools may be used to lay the conductor aside. In all cases, the protection of line equipment, spreading of line conductors and operation of all NSPI protective devices (ie. reclosers, etc.) shall be carried out by qualified NSPI personnel. When installing or replacing a joint use pole which is within the live line zone, each utility shall, when practicable, transfer its overhead plant at the time of the pole installation.

Billing may be carried out: (a) where one utility incurs costs as a result of the failure of the other utility to carry out its normal responsibility; (b) where one utility incurs additional expenses in the installation or removal of a pole; or (c) as otherwise noted in the Joint Use Agreement.

3.00 CONSTRUCTION PROCEDURES (Continued)3.10.03 Responsibility (Continued)

Where the tenant assists the owner in a pole installation, the tenant may bill the owner specifying "Assist with Pole Installation" as provided for under Price Schedule No.4, where this is defined as any operation or part of an operation carried out by one utility which is deemed to be the construction responsibility of the other utility. Assisting shall include such items as:

- 1.Crew stand-by time.
- 2.Cover up or relocation of conductors/cables which is not considered to be part of a transfer operation.
- 3.Handling poles, installing and/or removing poles insulation (pole covers), providing traffic control, etc.

All billings shall be carried out as per Price Schedule No.4.

3.10.04 Joint Installation of Poles

Where both parties are involved with the installation of a pole, the responsibility of supplying, handling and placement of the pole as well as the supply and installation of pole cover up protection equipment (ie. rubber blankets, pole guards, etc.) and all related pole handling equipment shall be the responsibility of the pole owner.

The pole owner shall be responsible for all traffic control, warning devices and other precautions as per accepted safety procedures and compliance with Municipal, Provincial, Federal and other applicable regulations.

The same precautions shall be observed when removing poles.

3.10.05 Where the Tenant Installs Pole(s) for Owner

When the tenant carries out the complete installation on behalf of the pole owner, the tenant shall be responsible for providing all the necessary equipment as well as provide all traffic control.

3.00 CONSTRUCTION PROCEDURES (Continued)3.10.05 Where the Tenant Installs Pole(s) for Owner (Cont.)

Unless otherwise negotiated all easements, application forms, rights-of-way, etc. shall be the responsibility of the pole owner.

Where the tenant carries out the complete pole installation for the owner, the tenant shall bill for such work as per Section 5.

3.10.06 Installation of Poles Located Within the Live Line Zone

MT&T may install poles within the four foot zone without assistance from NSPI; however, the normal practice should be for each utility to transfer its overhead facilities immediately following the installation of the pole.

Under no circumstances shall a pole located within the 1.2 M zone be installed without prior notification of NSPI. The responsibility of requesting assistance will be that of the pole owner after consultation with NSPI personnel. All live line installations must be coordinated with NSPI. Refer to procedure for Live Line Installations.

Where pole cover-up equipment is utilized, every effort shall be made to prevent the direct contact of such protective equipment with energized plant. Should NSPI require a special or unscheduled trip to remove such equipment installed by MT&T, MT&T must reimburse NSPI as per Price Schedule No. 4.

3.10.07 Installation of Poles Outside the Zone with Potential of Live Line Contact

Where poles are installed outside the live line (1.2 M) zone and have the potential of coming in contact with energized lines, workmen shall consider the pole as being installed in live lines with the potential of becoming energized and shall ensure that all safety precautions are taken.

Rubber gloves alone must not be depended upon to provide this protection.

Where MT&T install such poles, they shall ensure that NSPI has been notified prior to the installation.

3.00 CONSTRUCTION PROCEDURES (Continued)3.10.08 Poles Outside the Zone with no Potential of Live Line Contact

Poles installed outside the 1.2M zone which do not have the potential of coming in contact with energized lines may be installed by the pole owner without consultation with the tenant; however, all joint use requisites must be satisfied.

3.10.09 Use of Contractors

When one utility engages an outside contractor for the purpose of installing a joint use pole, the qualifications of said contractor must be mutually acceptable to both utilities.

The utility hiring the contractor will be ultimately responsible for all aspects of the work. (Work Methods, Notifications, Permits, etc.)

3.10.10 Procedure Where MT&T is Considered "The Pole Owner"

1. The following procedures shall be used for those situations where MT&T are responsible for the installation of poles in live lines:

(a) Where MT&T request NSPI to carry out complete pole installations:

- MT&T contact NSPI and schedule a completion date
- MT&T shall provide written request
- Where applicable, both parties shall meet in the field to evaluate job
- NSPI install pole(s) prior to completion date, notifies MT&T that work is completed, prepares and forwards billings.
- If NSPI are unable to meet agreed-to completion dates, MT&T are to be informed immediately and a new date negotiated.
- Those cases where NSPI is to set MT&T poles and require MT&T's assistance in handling cables, etc., shall be coordinated by NSPI.

3.00 CONSTRUCTION PROCEDURES (Continued)3.10.10 Procedure Where MT&T is Considered "The Pole Owner"
(Continued)

- NSPI may bill MT&T for all expenses (material and labour) incurred as a result of setting the pole as per Price Schedule No. 4
- (b)Where MT&T installs poles within 1.2M zone with assistance from NSPI:
 - Each utility should transfer their overhead plant at the time of the pole installation
 - MT&T shall be responsible for contacting NSPI to negotiate a date and time.
 - Representatives of both utilities are to jointly evaluate job in the field.
 - Before noon on the day prior to installation, MT&T shall confirm scheduled time.
 - Where possible, MT&T should have all preparatory work completed (pole landed, hole dug, etc.) prior to NSPI's arrival.
 - Work forces to hold joint procedure discussion (Tailboard Conference).
 - Each party carries out their job responsibility.
 - NSPI may bill MT&T for all expenses incurred as a result of carrying out job functions that would normally be the responsibility of MT&T.
 - All billing shall be as per Price Schedule No. 4.
- (c)Where MT&T installs poles without NSPI's assistance:
 - (i)Poles installed in locations where there is a potential of live line contact:
 - MT&T shall contact NSPI to discuss installation. Generally, field visits by both parties will be required.

3.00 CONSTRUCTION PROCEDURES (Continued)3.10.10 Procedure Where MT&T is Considered "The Pole Owner"
(Continued)

-All foreseeable hazards shall be identified.

-MT&T notifies NSPI of construction schedule.

-Prior to installation, all protection devices shall be set by NSPI personnel. NSPI shall bill MT&T as per Price Schedule No. 4.

-MT&T installs pole(s).

-MT&T notifies NSPI when job is completed.

(ii) Poles installed in locations where there is no potential of live line contact:

-MT&T shall carry out advance coordination to ensure that all requisites of the Joint Use Agreement are satisfied.

-MT&T installs pole(s).

(d) This procedure shall be reversed for those installations where MT&T is considered to be the tenant and is required to install poles for NSPI the owner. However, under no circumstances shall MT&T handle or come in contact with NSPI energized plant or operate NSPI protective devices.

NOTE: For all live line installations or installations with potential of live line contact it is essential that the utility installing the pole ensures that the NSPI protection device(s) is properly adjusted by qualified NSPI personnel, both prior to and immediately after installation of the pole and also that precautions are taken to prevent the pole from coming in contact with energized plant.

3.00 CONSTRUCTION PROCEDURES (Continued)

3.11 Installing, Relocating and Upgrading Underground Risers Installed on Joint Use Poles

3.11.01 Preamble

This policy shall apply to the installation, relocation or upgrading of domestic, commercial, industrial and utility-owned underground riser systems installed on joint use or potential joint use poles. No part of this policy shall be interpreted in such a manner as to prevent the carrying out of the established safety regulations and/or Work Methods as outlined in the Canadian Electrical Code, Part I; Utility Standard Construction Methods or other Municipal, Provincial and Federal regulations which may be in effect at the time.

This procedure should not be interpreted as an obligation on the part of the pole owner for the wholesale replacement of substandard riser installations.

3.11.02 Customer-Owned Riser Systems

1. General

Customer-owned underground risers associated with service provided by either utility may be permitted on joint use poles when installed in accordance with agreed to Joint Use Standards as per Drawing J-ED-14M.

The responsibility of arranging for the installation, maintenance, relocation, transferring or removal of customer-owned underground risers shall be that of the utility with which the service is associated. The financial responsibility may be borne by others, as per the individual utility regulations in effect at the time.

Where the riser system is dedicated to power, all renovations must be coordinated with NSPI to ensure that the power supply has been adequately dealt with.

3.00 CONSTRUCTION PROCEDURES (Continued)

3.11.02 Customer-Owned Riser Systems (Continued)

1.General (Continued)

Generally, customers shall not be responsible for adjustment to, or relocation of, their underground risers made necessary due to utility initiated routine replacement and/or upgrading of a utility-owned pole.

2.Due to Renovation of Substandard Poles

Where substandard joint use or potential joint use poles are being relocated, replaced or upgraded and where the requirements do not exceed joint use standards, the utility providing the service shall be responsible for the relocation of its customer's riser system. Where such requirements exceed Joint Use Standards, the financial responsibility of relocating the customer-owned riser system shall be as outlined in Section 2.06, Construction in Excess of Joint Use Standards. (Ref. 2.06.03 (a) (I) to (III) inclusive).

3.Due to Renovation of Standard Poles

Costs associated with renovations to existing underground risers that presently meet Joint Use Standards, as a result of the relocation, replacement or upgrading of an existing or potential standard joint use pole, shall be borne by the party requesting the change.

Renovations to riser systems as a result of the installation of incidental poles or the relocation or replacement of an acceptable joint use pole for the benefit of one party only shall be the responsibility of the requesting party.

4.Due to Pole Replacement

Renovations to customer-owned riser systems due to the replacement of poles and/or the consolidation of separate lines shall be treated as outlined in Section 2.06.03 and 2.03.04. The customer-owned riser system shall be treated as associated hardware of the utility to which the riser is associated.

3.00 CONSTRUCTION PROCEDURES (Continued)3.11.02 Customer-Owned Riser Systems (Continued)5. Due to Third Party Request

All riser system renovations that are the result of a third party request shall be considered the responsibility of the customer. When the utility becomes involved with the renovations, they should bill the customer or third party, as appropriate, all applicable costs.

6. Due to Customer Requests

Renovations required as a result of a customer's request shall be the customer's financial responsibility and carried out by qualified personnel engaged by the customer.

7. Renovations to Riser Systems Only

NSPI will be responsible to ensure that all new power related riser systems are installed in accordance with Joint Use Standards. Renovations to power riser systems that do not meet Joint Use Standards and are being upgraded for safety or other reasons shall be the responsibility of NSPI.

Renovations to substandard communication riser systems will be considered the responsibility of the communication utility. Renovations to communication or power risers that presently meet Joint Use Standards will be carried out at the expense of the requesting party.

8. Procedure When Installing, Replacing, Upgrading or Relocating Customer-Owned Riser Systems8.1 New Installations

(A) Customer contacts utility for service

(B) Utility contacted evaluates customer's request with other utility and informs customer of decision

3.00 CONSTRUCTION PROCEDURES (Continued)3.11.02 Customer-Owned Riser Systems (Continued)8.1 New Installations (Continued)

(C) Pole owner is to ensure that the structure is adequate to accommodate the customer's requirements. This may require replacement of the pole which shall be carried out as per the applicable section of the Joint Use Agreement.

(D) Customer has system installed complying with all regulations

(E) Utility receives notification that service is installed, inspected and that all other requisites have been met.

(F) Utility connects service

8.2 Renovations to Existing Riser Systems(A) Power Riser Systems

Where power riser systems must be renovated, relocated, etc., it shall be carried out in the following manner:

1. Work identified and NSPI notified.

2. NSPI evaluates job and notifies customer (where applicable).

3. NSPI shall:

(a) Negotiate with customer or engage electrical contractor or

(b) Engage a licensed electrical contractor and/or electrician to carry out work or

(c) In cases where time is of the essence, work may be carried out by NSPI personnel. All permits and inspections shall be obtained where applicable.

(d) The financial responsibility shall be as per the applicable section of this policy.

3.00 CONSTRUCTION PROCEDURES (Continued)3.11.02 Customer-Owned Riser Systems (Continued)8.2 Renovations to Existing Riser Systems (Continued)

4. Electrical contractor arranges work with NSPI and customer, obtaining all required permits and inspections.

5. Electrical contractor carries out work and notifies NSPI of completion.

6. NSPI reconnects service and notifies requesting party of completion.

(B) Communication Riser Systems

Where communication riser systems must be renovated, relocated, etc., the procedure shall be as noted in "A" above except read MT&T for NSPI and renovations may be carried out by a qualified general contractor and MT&T shall be responsible for coordinating all aspects of the work.

NOTES:

1. The installation of cable guard over existing customer owned underground power riser systems will not meet standard requirements.

2. Splicing of secondary power cables shall be carried out in accordance with manufacturer's recommendations and the applicable section of the Canadian Electrical Code, Part 1. Such splicing shall be carried out only as an alternative to pole replacement or replacement of the customer owned underground conductor. The power utility must own and maintain all equipment and material from the point of the splice to the overhead attachment at the service head.

3.00 CONSTRUCTION PROCEDURES (Continued)

3.11.03 Utility-Owned Riser Systems

Utility-owned riser systems shall be treated as any other apparatus owned and maintained by the utilities.

The responsibility for carrying out the renovations to such systems shall rest with the system owner. The financial responsibility shall be borne by the party deemed responsible under the applicable Section of the Joint Use Agreement.

The tenant utility shall notify the owner prior to installation of an underground riser system.

Each utility shall be held responsible for installing and maintaining its own riser system in accordance with established standards and practices.

3.11.04 Primary Underground Power Services

Primary underground power services may be permitted on joint use poles in accordance with Corporation policies in effect at the time and Standard Joint Use Construction Drawing J-ED-14M.

All installation and/or renovations must be coordinated with and carried out by NSPI or their agents to ensure that the power supply has been adequately dealt with.

3.00 CONSTRUCTION PROCEDURES (Continued)

3.12 Determination of Eastern Cedar Pole Strength

The attached N.S.P.I. Engineering Practice, DEP 7.50 dated 1983-06-01, has been approved as a Joint Use procedure. This procedure may be used to determine if an Eastern Cedar pole has adequate strength to perform its required function.

When doubt exists as to the acceptability of a jointly used Eastern Cedar pole, it shall be the responsibility of the pole owner, in conjunction with his counterpart, to carry out the prescribed procedures to determine if the pole is adequate for the application.

Other mutually approved methods may be used. The responsibility for all remedial work shall be as per the applicable section of the Joint Use Agreement.

3.13 Pole Stubbing

It has been mutually agreed that the stubbing of distribution poles in an effort to prolong service life is an acceptable industry work method and as such will be permissible on Joint Use pole lines.

When a joint use poles is to be stubbed, it shall be the pole owner's responsibility.

3.00 CONSTRUCTION PROCEDURES (Continued)

3.14 Excessive Conductor/Cable Sagging

On a joint use pole line, conductors/cables installed by one utility may cause excessive sag in another utility's existing conductors/cables.

The excessive sag may be caused by various factors such as:

- 1.Excessive tension being applied;
2. Temporary anchors not being used;
- 3.Anchors creeping due to soil conditions;
- 4.Corners not bisected properly.

When a utility is installing conductors/cables, care shall be taken not to change the sag of another utility's conductors/cables.

Where changes in sag are observed or anticipated, the construction supervisor should contact his counterpart in the other utility. The two supervisors shall analyze the cause of the problem and determine corrective action. Crews of both utilities should work together, as required, when carrying out remedial action.

If the cause of the sagging is not evident, assistance from the MT&T Outside Plant Engineering group and/or NSPI Zone Engineering group may be requested.

It is important that communication and cooperation take place between the joint use partners so that the cause of the excessive conductor/cable sagging can be identified and corrected.

Remedial work is expensive for both utilities and care shall be taken to ensure that all plant is installed in accordance with the latest construction standards so that these costs are minimized.

3.00 CONSTRUCTION PROCEDURES (Continued)

3.15 Joint Use Rural Line Extension Policy

3.00 CONSTRUCTION PROCEDURES (Continued)

3.15 Joint Use Rural Line Extension Policy (Continued)

4.0 JOINT USE STANDARDS

5.0 PRICE SCHEDULES

5.01 General

The following price schedules are to be used for itemized billings as per guidelines detailed in Section 2. These price schedules are all subject to periodic change, however, any change must have the approval of the Joint Use Committee.

5.02 Detailed Schedules

5.02.01 Sacrificed Life Value of Poles

Sacrificed Life is defined as follows:

The sacrificed value of a pole, displaced or abandoned, is equal to the reproduction cost or replacement cost less an allowance for depreciation and for net salvage derived at the time of removal.

NOTE: Salvage is assumed as zero in the case where the owner keeps the poles. Therefore, Sacrificed Life Value =

(Value new + Cost of Removal) times Percent Condition (% Cond)

$$\text{where \% Cond equals:} = \frac{1 + \frac{E^N}{1 + I}}{1 - \frac{1 + E^L}{1 + I}} \times 100 \%$$

where: E = Escalation Rate expressed as a decimal
 I = Interest Rate expressed as a decimal
 L = Average Life (present age + probable remaining life)
 N = Probable Remaining Life

In the context of this agreement, sacrificed life value is the price one party will pay to the other when poles must be prematurely replaced.

Dependent upon the conditions detailed in Section 2, there may be other charges applicable to a prematurely replaced pole. For instance, the replacing pole may be taller for which there may be an added charge to the tenant. However, the sacrificed life value is the only cost the owner can retrieve for the physical existing pole itself.

5.0 PRICE SCHEDULES5.02 Detailed Schedules (Continued)5.02.01 Sacrificed Life Value of Poles (Continued)

To determine the Sacrificed Life Value one needs to know the size and class of pole and year placed. A simple plot of these two points on the table will yield the corresponding Sacrificed Life Value.

5.02.02 Transfer and Rearrangement Costs Associated with Tenant Originated Requests When Such Work is in Excess of Standard Joint Use

Schedules 3 and 4 detail prices that MT&T may bill NSPI and that NSPI may bill MT&T respectively for various transfers and rearrangements, as specified in Section 2.

Also included is the cost of added height when the tenant requests a taller pole than the existing one. This charge is also subject to the conditions of Section 2.

Attachment transfer and rearrangement costs are for labour only. While the added height cost is the loaded material and labour cost.

6.0 ADMINISTRATIVE PROCEDURES AND FORMS

6.01 General

This Section details those administrative procedures to be followed by all personnel involved with Joint Use.

6.02 Vacant

6.03 Joint Use Pole Ownership

6.03.01 Procedure for Determining Joint Use Pole Ownership

It is a principle of this Agreement that when considering long range joint use planning, one utility should own and maintain all joint use poles within the boundaries of a designated area.

When faced with a decision as to which utility should place new joint use poles, the following guidelines shall apply:

- (1) J.U. Extensions to existing joint use lines shall be placed, owned, and maintained by the owner of the existing joint use line.
- (2) J.U. Laterals from existing joint use lines shall be placed, owned, and maintained by the owner of the existing joint use line.
- (3) If Items 1 and 2 above do not apply, the new joint use poles shall be placed, owned, and maintained by the dominant joint use pole owner in the immediate proximity.

If the new construction is significant, the Joint Use Coordinators shall be contacted to determine the effects on the Joint Use Ratio.

It is recognized that situations will occur that do not fall in the above categories. These occurrences shall be referred to the Joint Use Coordinators.

6.0 ADMINISTRATIVE PROCEDURES AND FORMS (Continued)

6.04 Forecasting

6.04.01 Forecasting Annual Joint Use Budget Requirements

Using the appropriate forecasting forms, each party to this Agreement must identify all planned Joint Use Construction for the coming budget year. MT&T personnel will use Forms A and B. NSPI personnel will use Forms C and D.

6.04.02 Forecasting Procedure

On or before July 1 of each year, the Joint Use Coordinators will issue the appropriate Joint Use Forecasting forms to the MT&T District OPE Supervisor/ NSPI Zone Manager for completion.

The forecast shall cover each utility's joint use requirements for the next fiscal budget year. The forecast shall be as specific as possible at the time of preparation. On completion (on or before March 1 of the forecasting year), the MT&T District OPE Supervisor/ NSPI Zone Manager shall return the completed forecast forms to the Joint Use Coordinator.

The Joint Use Coordinators will meet and review the forecasts of both parties. Upon completion of this review, both Joint Use Coordinators will meet with the MT&T District OPE Supervisor/NSPI Zone Manager to review the forecasts and to ensure that each party is fully aware of the other's forecast requirements. The MT&T District OPE Supervisor/ NSPI Zone Manager shall ensure that sufficient funds and manpower are budgeted to complete their portion of the forecasted requirements.

In the event that any budget commitment(s) cannot be met, the MT&T District OPE Supervisor/ NSPI Zone Manager shall notify their counterpart and Joint Use Coordinator, in writing. The Joint Use Coordinators shall investigate and, if required, refer the situation to the Joint Use Committee.

6.0 ADMINISTRATIVE PROCEDURES AND FORMS (Continued)

6.04 Forecasting

6.04.03 Revised Forecast Requirements

It is recognized that certain unforeseen events may develop which necessitate the reissue of these forecasts.

In these cases, the party identifying the additional and/or revised requirement(s) is responsible for reissuing the forecast form(s) in time to allow the other party to obtain sufficient funds and schedule any revised work requirement. Refer to Section 2.08 for lead times.

6.0 ADMINISTRATIVE PROCEDURES AND FORMS (Continued)6.05 Implementing Procedures for Daily Work Operations6.05.01 General

Once responsibility for a requirement has been determined, it is then necessary for the requesting party to inform the other party of the details. This section outlines the procedures to be followed.

6.05.02 Responsibilities When Initiating Detailed Work Operations

- (a) The requesting party will outline specific details of joint use work operations and negotiate a scheduled completion date with his counterpart.
- (b) The requesting party will issue a Construction Notification Form as per Section 6 "Guidelines for Completing Joint Use Construction Notification Form".
- (c) The party responsible for carrying out the work will ensure that funds and manpower are available to carry out their responsibilities.
- (d) Both parties complete work as agreed.
- (e) If work did not go as agreed, the requesting party shall issue a revised Construction Notification Form.
- (f) Both parties initiate billing if required. (Refer to Section 6 - "Joint Use Billing Procedures".)

6.0 ADMINISTRATIVE PROCEDURES AND FORMS (Continued)

6.06 Guide for Completing Joint Use Construction Notification Form (MT&T-E-1721B , NSPI 80-50-0560)

6.06.01 General

The Joint Use Construction Notification Form is required to advise one party of the other's Joint Use Construction requirements and record construction credits where applicable.

The party initiating the work requirements is responsible for preparing and issuing the Joint Use Construction Notification Form.

The following guidelines shall apply when completing the Joint Use Construction Notification Form:

6.06.02 Form Details

Approvals - All J.U. notifications must be approved by both parties

Contact Personnel - This shall normally be the NSPI/MT&T field personnel negotiating and scheduling the work requirements.

Scheduled Completion Date - The date the work is to be completed by in order that the other party may start their work. (Refer to Section 2.08 for details). Construction credits are applied in the year of Schedule Completion.

J.U. Staking - This column records the fact that the originator has identified the requirement to jointly stake a new Joint Use Line in accordance with the procedure detailed in Section 2.03.03 (a).

Item 1 - Tenant Initial Attachment

This item shall identify the tenant's initial attachment to the owner's existing non joint use pole.

The total number of poles shall be categorized by line, service, and other and shall include all those that require replacement.

6.0 ADMINISTRATIVE PROCEDURES AND FORMS (Continued)6.06 Guide for Completing Joint Use Construction Notification Form
(MT&T-E-1721B , NSPI 80-50-0560) (Continued)6.06.02 Form Details (Continued)Item 1 (Continued)

Construction credits shall be given for all poles that support the tenant's major class of plant. (Ref. Section 1)

Note: The total number of credit poles will not necessarily equal the total number of poles.

Item 2 - Tenant Requesting Replacement

This item shall be used to identify the replacement of a pole at the request of the tenant. It may be a Joint Use or Non Joint Use line, service, crossover pole, etc. If replacement is required due to change in tenants class of plant any credit adjustments shall be identified on Line 1.

Example: Crossover pole supporting secondary class of plant which must be replaced to support major class of plant.

Item 3 - Placement of Potential J.U. Poles by Owner

This item identifies situations where the owner places new potential Joint Use Poles and the tenant agrees to attach at a future date. Construction credits will not apply at this time. The owner will receive construction credits with the tenant's issuance of a Joint Use Construction Notification for initial attachment.

Item 4 - Tenant Abandoning

This item identifies the fact that the tenant plans to abandon the owners pole. This may reduce the owner's construction credits, depending on the classification of the attachment to be removed.

6.0 ADMINISTRATIVE PROCEDURES AND FORMS (Continued)6.06 Guide for Completing Joint Use Construction Notification Form
(MT&T-E-1721B , NSPI 80-50-0560) (Continued)6.06.02 Form Details (Continued)Item 5 - Existing J.U. Replacement by Owner

This item is used to notify the tenant that the owner plans to replace an existing joint use pole.
Construction credits shall not apply.

Item 6 - Owner Abandoning

This item identifies the fact that the owner is abandoning a joint use pole. This generally means that the tenant should purchase the pole and associated plant at the current Sacrificed Life Value. Construction credits will be adjusted with the formal request to purchase.
(Refer to Item 9)

Item 7 - MT&T Abandoning with Non MT&T CATV

This item is applicable to MT&T only and identifies existing NSPI owned Joint Use Credit Poles with non MT&T owned CATV cable in the Communication Zone which are to be abandoned by MT&T.

Item 8 - MT&T Attaching with Non MT&T CATV
Form E1721-B

This item is applicable to MT&T only and identifies NSPI owned credit poles with non MT&T owned CATV cable in the Communication Zone to which MT&T propose to make an initial attachment.

Item 8 - NSPI Purchasing with Non MT&T CATV
(Form C4502)

This item is applicable to NSPI only and identifies MT&T credit poles with non MT&T owned CATV cable in Communication Zone which NSPI are to purchase.
(Reference Item #10)

Item 9 - Purchasing

This item identifies the tenant's request to purchase poles.
This transaction may require a construction credit adjustment to reflect the change in pole ownership for both the owner and the tenant.

6.0 ADMINISTRATIVE PROCEDURES AND FORMS (Continued)6.06 Guide for Completing Joint Use Construction Notification Form
(MT&T-E-1721B , NSPI 80-50-0560) (Continued)6.06.02 Form Details (Continued)Item 10 - Net Effects

This item shall record the total Net Construction credits for Item 1 - 9 inclusive.

Item 11 - Special Requests

This item shall be used to record all transactions not previously identified. Included are requests to place anchors, transfers, make rearrangements, tree trimming and pole top extensions etc.

Legend

The legend depicted on the Construction Notification form shall be used in the sketch to reflect the current status, not the proposed.

Serial Number

Each Construction Notification form will have a serial number using the following format:

		<u>Year</u>		<u>District</u>		<u>Sequential #</u>
Ex.	MT&T	85	-	3D	-	123
	NSPI	85	-	562	- D	23

Associated NSPI/MT&T Serial Number

Some projects will require a Construction Notification form from each party but at different intervals. When this situation occurs, the Associated Serial Number shall be referenced on the corresponding Construction Notification form in the space provided.

Ex. One utility issues a Construction Notification form identifying a work operation under Item 3. When the other utility makes formal application to attach, their Construction Notification shall reference the associated Construction Notification number originally identifying the work requirement.

6.0 ADMINISTRATIVE PROCEDURES AND FORMS (Continued)

6.07 Joint Use Billing Procedures

6.07.01 NSPI Joint Use Billing Procedure

(a) After completion of work and after receipt of MT&T Construction Notification Form E-1721B, NSPI Regional (District) personnel make arrangements to complete work requested by date required.

(b) NSPI Regional Superintendent prepares and forwards all copies of a C4548 form "Joint Use Authorization for Billing" to MT&T OPE Supervisor for approval.

(NSPI should make and retain photocopy of C4548 while in transit.)

(c) MT&T District OPE Supervisor approves C4548 if in order, retains MT&T copies for distribution, and returns others to NSPI Regional Superintendent. Four C4548 is to be approved and returned within a thirty (30) day period from date of receipt.

(d) Immediately upon receiving the approved C4548 from MT&T District OPE Supervisor, the NSPI Regional Superintendent shall retain his approved copy, forwards one copy to the NSPI Zone Cost Analyst for record purposes, and one copy to the NSPI Joint Use Coordinator for billing purposes.

(Zone copy may be forwarded to District if desired).

(e) NSPI Joint Use Coordinate records billing information and on 20th of each month, combines all C4548's per District and initiates a Request for Billing.

(f) NSPI Joint Use Coordinator shall forward a Request for Billing to NSPI Billing Department.

(g) NSPI Billing Department shall initiate an invoice and forwards to MT&T District OPE Supervisor.

6.0 ADMINISTRATIVE PROCEDURES AND FORMS (Continued)

6.07 Joint Use Billing Procedures (Continued)

6.07.01 NSPI Joint Use Billing Procedure (Continued)

NOTES: All disagreements are to be referred to Joint Use Coordinator with backup information.

The elapsed time from completion of work until MT&T/NSPI receives an invoice shall not exceed three (3) months.

Each billing authorization shall bear the Construction Notification Serial Number is applies to.

6.07.02 MT&T Joint Use Billing Procedure

(a) Actual Cost

When NSPI are to be billed actual cost, District OPE originate a Customer Work Order as per 651-3009-900.

(b) Fixed Rate

When NSPI are to be billed fixed rate, the itemized billing shall normally be from Section 4 in the Costing Section of the Joint Use Manual. District OPE prepares and issues form E-1723 - Joint Use Agreement Billing Approval Sheet, as detailed in the MT&T Fixed Rate Billing Procedure Flow Chart.

NOTES: When MT&T are to be reimbursed by NSPI, the associated MT&T Job should be authorized for the Net Amount.

6.0 ADMINISTRATIVE PROCEDURES AND FORMS (Continued)6.08 Procedure for Processing Invoices6.08.01 NSPI Procedure for Processing MT&T Invoices

- (1) NSPI are to retain a copy of the MT&T Joint Use Billing Approval Sheet
(Form E-1723 [1980-04]).
- (2) Upon receipt of MT&T invoice, NSPI shall compare the invoice with the approved MT&T Joint Use Billing Approval Sheet.
- (3) If both agree; NSPI Regional Superintendent shall approve the invoice and apply distribution account code(s).
- (4) NSPI Regional Superintendent shall forward the approved invoice to the NSPI Joint Use Coordinator.
- (5) The NSPI Joint Use Coordinator shall evaluate, record, and forward the approved MT&T invoice to Accounts Payable.
- (6) If MT&T invoice does not agree with the MT&T Joint Use Billing Approval Sheet, NSPI field personnel shall contact their field counterpart and discuss.
- (7) The invoice is returned or revised as required.
- (8) Bill is paid.

NOTE: All invoices, Joint Use Approval Sheets, and Joint Use Authorization for Billings shall have the applicable Construction Notification Serial Number applied.

6.0 ADMINISTRATIVE PROCEDURES AND FORMS (Continued)6.08 Procedure for Processing Invoices (Continued)6.08.02 MT&T Procedure for Processing NSPI Invoices

- (1) NSPI invoice received by MT&T OPE Supervisor
- (2) OPE Supvr approves or rejects invoice
 - (a) if approved, see #3
 - (b) if rejected, return to NSPI Reg. Supvr.
- (3) OPE Supervisor codes and approves invoice
- (4) Sends approved invoice to MT&T J.U. Coordinator
- (5) MT&T J.U. Coordinator reviews charges and approves or rejects
 - (a) if approved, see #6
 - (b) if rejected, see #2(b)
- (6) MT&T J.U. Coordinator issues invoice for payment

6.09 Claims Resulting from Negligence

On occasion, damage may occur to the plant of either or both utilities caused by the other utility working on joint use poles or near buried or underground facilities or by a third party coming into contact with the plant of either or both utilities.

Good judgement should be exercised by both parties in determining when to bill the other utility for damage. It is important that communication take place between the field personnel of both parties when determining if billing will take place.

Invoices submitted by either party are to be processed under the "Damage Claim" procedure for each utility. This is necessary because there may be doubtful situations as to whether there is negligence on the part of the party causing the damage and an investigation may be required by insurance adjusters to determine responsibility.

The following cases can be used as a guide in determining when a negligence claim may be made:

6.0 ADMINISTRATIVE PROCEDURES AND FORMS (Continued)

6.09 Claims Resulting from Negligence (Continued)

Claims may be made when:

1. In ground facilities are damaged by other utility digging where no cable locate was requested.
2. Other utility or third party come in contact with overhead cables/conductors installed below minimum standard clearances.
3. One utility breaks wire/cable facilities of the other utility causing service outage while erecting wire/cable, setting poles trimming, lines, etc.

Claims are not required when:

1. Any inground facilities that are damaged by the other utility while excavating, when both utilities were involved with joint staking and/or the owner mislocated its underground plant.
2. Equipment failure of an unforeseen nature, such as power insulator breakdown causing a fire or electrical damage.
3. Third party causes damage to a pole(s) which is a direct result of negligence by the third party. In this case both utilities will bill third party for their damages.

The preceding statements serve only as examples of damages that can occur and each situation should be judged on its own merit. Field personnel of both utilities should discuss the circumstances, agree on a course of action and process all damage claims accordingly.