TORYS LLP

Suite 3000
79 Wellington St. W.
Box 270, TD Centre
Toronto, Ontario
M5K 1N2 Canada
Tel 416.865.0040
Fax 416.865.7380

www.torys.com

September 21, 2012

RESS, EMAIL & COURIER

Ontario Energy Board
P.O. Box 2319
27th Floor
2300 Yonge Street
Toronto ON M4P 1E4

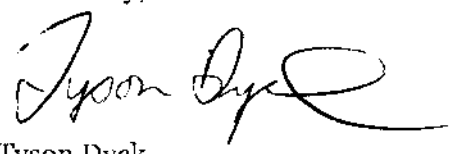
Attention: Ms. K. Walli, Board Secretary

Dear Ms. Walli:

Re: Great Lakes Power Transmission LP - Application for 2013 & 2014 Transmission Rates - Applicant Responses to Interrogatories from Board Staff, SEC, VECC and Energy Probe (EB-2012-0300)

We are counsel to Great Lakes Power Transmission LP, applicant in the above-noted proceeding. Please find enclosed the applicant's responses to the interrogatories from Board Staff, School Energy Coalition (SEC), the Vulnerable Energy Consumers' Coalition (VECC) and Energy Probe Research Foundation (Energy Probe). The responses have also been filed through RESS and sent to the Board Secretary and each of the intervenors by email.

Yours truly,



Tyson Dyck

Tel 416.865.8136
Fax 416.865.7380
tdyck@torys.com

Enclosure

cc: Mr. N. Mikhail, *Board Staff*
Intervenors
Mr. D. Fecteau, *GLPTLP*
Mr. C. Keizer, *Torys LLP*

ONTARIO ENERGY BOARD

IN THE MATTER OF the *Ontario Energy Board Act, 1998*, S.O. 1998, c. 15 (Sched. B)

AND IN THE MATTER OF an application by Great Lakes Power Transmission Inc. on behalf of Great Lakes Power Transmission LP for an Order or Orders pursuant to section 78 of the *Ontario Energy Board Act, 1998* for 2013 and 2014 transmission rates and related matters.

EB-2012-0300

Great Lakes Power Transmission LP

Interrogatory Responses

September 21, 2012

EXHIBIT 10 - INTERROGATORY RESPONSES

Exhibit 10, Tab 1, Schedule 1

Exhibit List

EXHIBIT LIST

EXHIBIT	TAB	SCHEDULE	APPENDIX	CONTENTS
10 - INTERROGATORY RESPONSES				
10	1	1		Exhibit List
	2	1		Response to Board Staff Interrogatories
			Board Staff 2(a)	Capital Asset Management Procedures
			Board Staff 4(b)	MIFRS Appendices 2-CE to 2-CH
			Board Staff 10(c)	OM&A Variance Analysis Explanations
			Board Staff 25(a)	Lease between GLPT and GLPL
			Board Staff 51(c)	Calculation of Return on Deferred PP&E Balance
			Board Staff 52(b)	Deferred PILs Account 1592 Balances
	3	1		Response to SEC Interrogatories
			SEC 3	2013-2017 Financial Budget
			SEC 12	Outstanding Debt Instruments
			SEC 13	Comstock Pleadings
	4	1		Response to VECC Interrogatories
	5	1		Response to Energy Probe Interrogatories
			EP 5	Steel Pole Drawing
			EP 6	Correspondence from MRW
			EP 11(b)	Letter re Land Transfer Tax
			EP 15(b)	PoleCare Report
			EP 15(c)	Fleet Management Procedure

Exhibit 10, Tab 2, Schedule 1

Responses to Board Staff Interrogatories

GLPT's Response to Board Staff's IR in EB-2012-0300

September 21, 2012

I. IFRS – Methodology and Changes

Interrogatory 1

Reference

Ref: (a) Exh.1/Tab 2/Sch.3/p.5;
Ref: (b) IAS 16 of CICA Handbook;
Ref: (c) June 28, 2012, OEB's Ch. 2 of the Filing Requirements for Electricity Transmission & Distribution Applications, S2.5.2.3; Appendix 2-D;
Ref: (d) Q&A #C3, July 19, 2012 Webinar on Review of MIFRS Filing Requirements for 2013 COS Applications, pp. 36-39

Preamble

IAS 16 disallows the capitalization of training costs but allows the capitalization of overhead when they are directly attributable to bringing assets to their location and working conditions related to their intended use.

Historically GLPT capitalized its training costs under CGAAP. GLPT stated that its capitalization of training costs has been historically very low and is not forecasting significant training activities in the test year that would have been historically capitalized under CGAAP. In addition, GLPT has not made an adjustment to its 2013 or 2014 test OMA to reflect the IFRS changed related to training costs.

The 2013 COS filing requirements prescribe the completion and submission of Appendix 2-D for self-constructed assets.

In addition the July 19, 2012, #C3 Q&A, the Webinar on Review of MIFRS Filing Requirements for 2013 COS Applications provided guidance on the use of Appendix 2-D on capitalization of overhead on self constructed assets in MIFRS and CGAAP.

Question

a) **Please confirm that GLPT will follow IAS 16 of the CICA Handbook and not capitalize training costs moving forward.**

Response

Confirmed.

b) **As per Q & A # C3 in the above webinar and 2013 COS filing requirements, please complete and submit Appendix 2-D if GLPT has any overhead costs in self-constructed assets.**

Response

GLPT does not have any overhead costs in self-constructed assets.

c) **Please identify the burden rates related to the capitalization of costs of self-constructed assets. Furthermore, if the burden rates were changed since the last rebasing application, the applicant must identify the burden rates:**

- **Prior to the change**
- **After the change**

Response

GLPT's burden rates related to its unionized staff are provided in the table below. The rates prior to change reflect the rates that were in place prior to adoption of IFRS. The rates after change are rates that are forecast to be in place after the January 1, 2013 adoption of IFRS. While there are other factors involved in the calculation of the rates (i.e., electrical and civil rates actually increase due to an increase in supervisory and vehicle costs), the overriding theme is a decrease in the rates driven primarily by the removal of training costs from the burden calculation (as training will no longer be capitalized).

Trades Group	Rates Prior to Change	Rates After Change	Variance
Lines	130.0%	120.5%	-9.5%
Electrical	105.0%	106.7%	1.7%
Protection & Control	110.0%	75.5%	-34.5%
Communications	110.0%	75.5%	-34.5%
Forestry	105.0%	91.0%	-14.0%
Civil	85.0%	92.7%	7.7%
Planning	70.0%	46.1%	-23.9%
System Control	69.0%	53.8%	-15.2%

As it relates to labour allocations related to salary employees, the hourly billable rates (for salaried employees charging time to OM&A and/or capital) prior to change ranged between $51 and $123 per hour, depending on the position of the employee. The rates after change range between $46 and $115 per hour. As noted above, while there are other factors involved in the calculation of the rates, the overriding theme is a decrease in the rates driven primarily by the removal of training costs from the burden calculation (as training will no longer be capitalized).

Interrogatory 2 – IFRS – GLPT's Amortization and Depreciation Policy

Reference

Ref: (a) Exh.4/Tab 2/Sch.6/pp.1-8;
Ref: (b) June 28, 2012 OEB's Ch. 2 of the Filing Requirements for Electricity Transmission & Distribution Applications, S2.7.7

Preamble

The 2013 Board COS filing requirement expects applicants to provide a copy of their amortization/depreciation policy. GLPT's IFRS changeover is January 1, 2013. GLPT did not provide the written amortization/depreciation policy in its application.

Board staff notes that GLPT has developed some changes to its depreciation practices.

Questions/Request

a) Please provide GLPT's formal capitalization policy under IFRS if GLPT has developed such a policy

Response

Please find GLPT's Capital Asset Management Procedure attached at Appendix Board Staff 2(a). GLPT has done all of the preparatory work to update the Capitalization Procedure to reflect IFRS, and it has applied the updated methodology to the 2013-13 test year information. However, GLPT is still in the process of finalizing the formal, written update to the procedure. See Exhibit 1, Tab 2, Schedule 3.

b) Please provide GLPT's written amortization/depreciation policy under IFRS if GLPT has developed such a policy.

Response

Please refer to GLPT's response to Board staff interrogatory 2(a). GLPT's depreciation procedure is found within its Capital Asset Management Procedure.

II. COST OF SERVICE

Interrogatory 3 – IFRS – GLPT's Amortization and Depreciation Policy

Reference

Ref:(a) June 28, 2012, OEB's Ch. 2 of the Filing Requirements for Electricity Transmission & Distribution Applications, S2.3.4

Preamble

In the 2013 COS filing requirements, MIFRS applicants must provide a summary of the dollar impacts of MIFRS to each component of the revenue requirement (e.g. rate base, operating costs.. etc), including the overall impact on the proposed revenue requirement. Accordingly, the applicants must identify financial differences and resulting revenue requirement impacts arising from the adoption of MIFRS accounting.

Questions/Requests

a) Please confirm if GLPT followed S.2.3.4 of the 2013 COS filing requirements.

Response

The dollar impacts of MIFRS on rate base and depreciation are described in detail at Exhibit 4, Tab 2, Schedule 6. This is the only financial impact arising from the adoption of MIFRS.

b) If the answer to part a is "no" please provide a summary of the financial differences between CGAAP and MIFRS and impact on the proposed revenue requirement (i.e. Rate base, OM&A depreciation, rate of return, etc...)

Response

As calculated in the following table, GLPT estimates the annual impact to be approximately $269,000. This is driven primarily by a change in depreciation expense, combined with the impact on 2013 rate base related to the IFRS-CGAAP Transitional PP&E Amount described in Exhibit 9, Tab 1, Schedule 5 of the pre-filed evidence.

Cost Component	2013 if CGAAP	2013 with IFRS	Cost of Capital	Revenue Requirement Impact
Depreciation	$ 8,894,100	$ 9,185,200		$ 291,100
Rate Base	228,546,100	228,255,000	7.59%	(22,094)
Estimated Total Revenue Requirement Impact				**$ 269,006**

1

Interrogatory 4 – IFRS – GLPT's Amortization and Depreciation Policy

Reference

Ref: (a) Exh.4/Tab 2/Sch.6/pp. 6-8, Tables 4-2-6, E- G
Ref: (b) June 28, 2012, Ch. 2 of the Filing Requirements for Electricity Transmission & Distribution Applications, S2.7.7,and Appendices 2-CE to 2-CH
Ref: (c) Exh.1/Tab 2/Sch. 3/P2

Preamble

Under the 2013 Board filing requirements, the applicant must perform a recalculation to determine the average remaining life of the opening balance of assets on the transition date to IFRS (i.e. excluding the transition year capital additions).

In addition, the 2013 COS filing requirements also require an applicant to provide the details for depreciation/amortization by asset group for the historical, bridge and test years including the asset amount and rate of depreciation and should tie back to the depreciation additions in the Fixed Assets continuity schedules. The filing requirements also provided that if the applicant chooses to adopt IFRS for financial reporting in 2013, the applicant must complete Appendices 2-CE to 2-CH with respect to depreciation. Note that GLPT stated in Exh.1/Tab 2/Sch. 3/p.2 that its IFRS changeover date is January 1, 2013.

GLPT provided the depreciation expenses for 2010 to 2014 at a summary level in Exh.4/Tab 2/Sch.6/pp. 6-8, tables 4-2-6 E-G, without the supporting calculations how the amounts were derived.

Questions/Requests

a) Please confirm if GLPT followed the Board's 2013 filing requirement concerning the required recalculations to determine the average remaining life of the opening balance of assets on the transition date to IFRS. Please provide reference to the evidence.

Response

GLPT did not specifically recalculate the average remaining useful life of the opening balance of assets on the transition date to IFRS. The filing guideline and the filing of GLPT's application coincided, and as a result the recalculation was not provided as part of GLPT's application.

b) If the answer is no in part (i), please provide the required recalculations in part a and please complete and submit Appendices 2-CE to 2-CH under MIFRS.

Response

Please see required calculations "2-CE to 2-CH" attached at Appendix Board Staff 4(b) for 2011 and 2012 depreciation calculated under CGAAP and 2013 and 2014 under MIFRS.

GLPT notes the calculations per the templates are not materially different than the depreciation figures calculated by GLPT. However, GLPT believes that there are certain assumptions made within the templates that limit the ability to reconcile depreciation expense per the template to actual depreciation expense forecasted, particularly for the two test years. In particular, the following assumptions create variances as it relates to GLPT:

1 The templates assume that all assets put into service (both historical and forecasted) are depreciated using the half-year rule. While GLPT forecasts all assets to go into service at the mid-point in the year, this isn't always the case on a historical basis, and because GLPT calculates depreciation based on the month an asset goes into service, a variance is created for historical years.

2 There does not appear to be a provision within the templates to account for assets that are in the final year of their useful life. For these assets, a half-year rule should once again be applied to tie with the half-year of depreciation taken in year one, thus closing out the total asset value to $0.

3 As a result of GLPT's componentization efforts, and as demonstrated in *Table 4-2-6 D*, GLPT has assigned varying useful lives to multiple components under single USofA accounts. As an example, within USofA account 1715, there are different asset components that depreciate over a period of anywhere between 5 and 50 years. Therefore, it is impossible to assign a single rate to the account that would be correct in all years.

4 For 2013 and 2014, calculated under MIFRS, the templates assume that the test year expense will be equal to the 2012 expense, plus the incremental expense associated with capital additions. However, as noted in Point 2, there are certain assets that become fully depreciated in 2012, 2013 or 2014, and as a result do not have equal depreciation for those years.

c) Please tie the depreciation expenses per year to the "Additions" column of the Accumulated Depreciation under the Fixed Asset Continuity Schedule under CGAAP and MIFRS.

Response

As noted under part (b) above and within each table, the variances between the depreciation expenses per year calculated in the templates are not materially different

from the "Additions" column of the Accumulated Depreciation under the Fixed Asset Continuity Schedule under CGAAP and MIFRS. GLPT believes that its method of calculating depreciation expense under both CGAAP and MIFRS is accurate because it is a component by component analysis as required by IFRS.

Interrogatory 5 – Summary of Operating Costs and OM&A Overview

Reference

Ref: (a) Exh. 4/Tab 1/Sch. 1/ p. 1/ Table 4-1-1 A
Ref: (b) Exh. 4/Tab 2/Sch. 1/ p. 3/ Table 4-2-1 B

Preamble

At Ref (a), Table 4-1-1 A is recast below as table titled "GLPT's OM&A – 2013/2014 COS/Tx. Rates" to show the % [OM&A] over (Dep. & Amortization);

At Ref (b), Table 4-2-1 B is recast below as a table titled "Percentage Increases (Year over Year) for Operations, Maintenance and Administration"

GLPT'S OM&A - 2013/2014 COS/Tx. Rates

	2010 Actual	**2011** Approved	**2011** Actual	**2012** Approved	**2012** Forecast	**2013** Test Year	**2014** Test Year
OM&A	$9,491.00	$9,225.00	$9,325.60	$9,455.60	$9,455.60	$10,715.70	$11,173.40
Depreciation & Amortization	7,356.00	7,720.50	7,538.90	8,408.50	8,439.40	9,185.20	9,229.80
% [OM&A] over (Dep&Amort'n)	29.00%	19.50%	23.70%	12.50%	12.00%	16.70%	21.10%

Percentage Increases (Year over Year) for Operations, Maintenance and Administration

	2010 Actual	2011 Approved	2011 Actual	2012 Approved	2012 Forecast	2013 Test Year	2014 Test Year
Operations	$3,446.90	$3,919.70	$3,821.70	$4,017.70	$3,856.10	$4,351.10	$4,457.70
% Increase (Year over Year)		13.72%	-2.50%	5.13%	-4.02%	12.84%	2.45%
Maintenance	2,153.30	2,084.80	2,014.90	2,136.90	2,265.30	2,489.60	2,553.00
% Increase (Year over Year)		-3.18%	-3.35%	6.05%	6.01%	9.90%	2.55%
Administration	3,890.80	3,220.50	3,488.90	3,301.00	3,334.30	3,875.00	4,162.70
% Increase (Year over Year)		-17.23%	8.33%	-5.39%	1.01%	16.22%	7.42%

Questions

a) With reference to the first recast table above, please comment on the view that the percentage ratio of [OM&A] over (Depreciation and Amortization] of 16.7% for

Test Year 2013 and 21.1% for Test Year 2014 are considered very high compared to the corresponding approved level for 2012 of 12.5%.

Response

It is unclear to GLPT why the ratio is relevant to the evaluation of OM&A or depreciation and amortization. That said, the ratio of (OM&A) over (Depreciation and Amortization) as calculated in the first recast table noted above for the 2013 and 2014 test years (16.7% and 21.1%, respectively) is higher than the same ratio calculated for the approved 2012 year (12.5%). However, given the ratio for actual 2011is 23.7%, and the average of the 2010-2012 periods noted above is 19.3%, GLPT believes the ratio of (OM&A) over (Depreciation and Amortization) for the 2013 and 2014 test years is in line with the historical trend.

In addition, as described on page 7 of Exhibit 4, Tab 2, Schedule 1, First Quartile Consulting concluded that GLPT falls significantly below average on a cost per gross asset basis in comparison with its peers.

b) **With reference to the second recast table above, please comment on the view that the percentage increase for the Test Year 2013 over 2012 Forecast for all three components is very high being:**

- **12.84% (2013 over 2012 Forecast) for Operations**
- **9.9% (2013 over 2012 Forecast) for Maintenance**
- **16.22% (2013 over 2012 Forecast) for Administration**

Response

GLPT believes the forecasted OM&A expenditure for 2013 and 2014 are reasonable. GLPT has filed information describing all OM&A cost drivers for the 2013 and 2014 test years in Exhibit 4, Tab 2, Schedule 2. In addition, as described on page 7 of Exhibit 4, Tab 2, Schedule 1, First Quartile Consulting concluded that GLPT falls significantly below average on a cost per gross asset basis in comparison with its peers.

c) With reference to the second recast table above, please comment on the view that the percentage increase for the Test Year 2014 over Test Year 2013 Forecast for all three components is considered very high given that these increases follow a large increases in Test Year 2013 over 2012 Forecast. The percentage increase for the Test Year 2014 over Test Year 2013 Forecast being:

- **2.45% (Test Year 2014 over Test Year 2013) for Operations**
- **2.55% (Test Year 2014 over Test Year 2013) for Maintenance**

- **7.42% (Test Year 2014 over Test Year 2013) for Administration**

Response

GLPT believes the forecasted OM&A expenditure for 2013 and 2014 are reasonable. GLPT has filed information describing all OM&A cost drivers for the 2013 and 2014 test years in Exhibit 4, Tab 2, Schedule 2.

As it relates to Operations and Maintenance costs, the percentage increases forecast for 2013-2014 are lower than the forecasted inflation rate of 3.1%.

In addition, as described on page 7 of Exhibit 4, Tab 2, Schedule 1, First Quartile Consulting concluded that GLPT falls significantly below average on a cost per gross asset basis in comparison with its peers.

Interrogatory 6 – OM&A Overview

Reference

Ref: (a) Exh. 4/Tab 2/Sch. 1/ p. 3/ Table 4-2-1 B
Ref: (b) Exh. 4/Tab 2/Sch. 1/ p. 4/ lines 5-10
Ref: (c) Exh. 4/Tab 2/Sch. 3/Appendix B/p. 31

Preamble

At Ref (a), Table 4-2-1 B shows the OM&A by the three functional areas, and is reproduced below for convenience:

Table 4-2-1 B – OM&A Expenses by Functional Areas

($000's)	2010 Actual	2011 Approved	2011 Actual	2012 Approved	2012 Forecast	2013 Test Year	2014 Test Year
Operations	$3,446.9	$3,919.7	$3,821.7	$4,017.7	$3,856.1	$4,351.1	$4,457.7
Maintenance	2,153.3	2,084.8	2,014.9	2,136.9	2,265.3	2,489.6	2,553.0
Administration	3,890.8	3,220.5	3,488.9	3,301.0	3,334.3	3,875.0	4,162.7
Total OM&A	**$9,491.0**	**$9,225.0**	**$9,325.6**	**$9,455.6**	**$9,455.6**	**$10,715.7**	**$11,173.4**

At Ref (b), it is indicated that the inflation factor of 3.1 % is justified being based on GLPT's collective agreement, and GLPT stated that:

Consistent with the "top down" approach, GLPT then used the 2012 OM&A reallocation as the baseline for its 2013 and 2014 budgets. GLPT applied to this baseline an inflation factor of 3.1%, which is based on the rate used in GLPT's collective agreement (attached at Exhibit 4, Tab 2, Schedule 3, Appendix B) and equal to the percentage change in all-items CPI for Ontario[1] for the twelve months ending December 31, 2011. This accounts for increases in OM&A of $322,200 and $335,960 for 2013 and 2014, respectively.

At Ref (c), it is indicated under section 21.4 (reproduced below for convenience) that adjustment to the "payment as a per cent of gross earnings" would be 0.50 % if the "percentage change in CPI" is ">=3.00<3.5", which is applicable in this case for a CPI of 3.1%.

21.4 Cost of Living Adjustment

If the average monthly CPI for Ontario for the twelve (12) months ending December 31, 2011 is greater than the average monthly CPI for Ontario for the twelve (12) months ending December 31, 2010, a one time lump sum payment will be made prior to March 31, 2012 based on the following table:

PERCENTAGE CHANGE IN CPI	PAYMENT AS A PER CENT OF GROSS EARNINGS
<3.00	0.00
>=3.00<3.50	0.50
>=3.50<4.00	1.00
>=4.00<4.50	1.50
>=4.50	2.00

Questions

a) Using Table 4-2-1 B at Ref (a), please provide for 2012 forecast the following information:

1) the split of the forecast of $3,856,100 under "Operations" between third party contracts; and GLPT labour. For the amounts provided under third party contracts please also provide a summary of these contracts and evidence showing the percentage increase in "2012 Forecast" over the 2011 actual.

Response

The breakdown for Labour, Contracts and Materials/Other for the 2012 Operations forecast is:

GLPT Labour	$	2,316.6
Contracts		887.3
Materials/Other		652.2
	$	**3,856.1**

GLPT has a number of contracts with third parties that will be in effect for 2012. Although it would be administratively burdensome to summarize each and every contract or service/material provider, GLPT has provided further details in response to Energy Probe interrogatory 1(a).

As stated at Exhibit 1, Tab 2, Schedule 2, and as clarified in the response to Energy Probe interrogatory 1(a), GLPT's approach to budgeting its 2013 and 2014 OM&A was to establish a baseline cost and subsequently apply an inflation factor to the entire OM&A budget, since over 95% of the costs are subject to inflationary increases.

2) the split of the forecast of $3,334,300 under "Administration" between third party contracts; and GLPT labour. For the amounts provided under third party contracts please also provide a summary of these contracts and evidence showing the percentage increase in "2012 Forecast" over the 2011 actual.

Response

The breakdown for Labour, Contracts and Materials/Other for the 2012 Administrative forecast is:

GLPT Labour	$	1,754.99
Contracts		581.64
Materials/Other		997.63
	$	**3,334.25**

GLPT has a number of contracts with third parties that will be in effect for 2012. Although it would be administratively burdensome to summarize each and every contract or service/material provider, GLPT has provided further details in response to Energy Probe interrogatory 1(a).

As stated at Exhibit 1, Tab 2, Schedule 2, and as clarified in the response to Energy Probe interrogatory 1(a), GLPT's approach to budgeting its 2013 and 2014 OM&A was to establish a baseline cost and subsequently apply an inflation factor to the entire OM&A budget, since over 95% of the costs are subject to inflationary increases.

b) For the 2012 Forecast under "Maintenance" of $2,265,300, please provide the break down split between labour and Material, and further for labour provide a further breakdown between GLPT labour and third party contracts. Please also provide a summary of these third party contracts and evidence showing the percentage increase in "2012 Forecast" over the 2011 actual.

Response

The breakdown for Labour, Contracts and Materials/Other for the 2012 Maintenance forecast is:

GLPT Labour	$	1,056.5
Contracts		886.0
Materials/Other		322.8
	$	**2,265.3**

GLPT has a number of contracts with third parties that will be in effect for 2012. Although it would be administratively burdensome to summarize each and every contract or service/material provider, GLPT has provided further details in response to Energy Probe interrogatory 1(a).

As stated at Exhibit 1, Tab 2, Schedule 2, and as clarified in response to Energy Probe interrogatory 1(a), GLPT's approach to budgeting its 2013 and 2014 OM&A was to establish a baseline cost and subsequently apply an inflation factor to the entire OM&A budget, since over 95% of the costs are subject to inflationary increases.

c) Please comment on the view that portions of "Operations", "Maintenance", and "Administration" for 2013 and 2014 that were carried out by GLPT's labour or staff should in general reflect increases, as prescribed in Ref: (c), and outlined in the Preamble above, not exceeding 0.5% for each of the two Test Years 2013 and 2014.

Response

GLPT would like to clarify that its staff are not subject to an increase "not exceeding 0.5%." The 0.5% quoted by Board staff is the one-time payout required in relation to a cost of living adjustment in excess of the negotiated wage increase. This requirement is incremental to negotiated wage increases, and was triggered as a result of the CPI rate in Ontario falling between 3.00% and 3.50%, per clause 21.4 of the Collective Agreement.

d) Please provide evidence in regard to use of appropriate escalation for "Material" that is provided by Statistics Canada that would be appropriate to apply to the portion of Maintenance in Table 4-2-1 B in order to reflect a general increase from 2011 Actual to corresponding amounts for the two Test Years 2013 and 2014.

Response

As noted on page 2 of Exhibit 4, Tab 2, Schedule 2, and as clarified in response to Energy Probe interrogatory 1(a), over 95% of GLPT's OM&A expenditures occur because of third party contracts, materials and supplies or internal labour, all of which are subject to either inflation or wage and benefit changes.

Therefore, GLPT's approach to budgeting its 2013 and 2014 OM&A was to establish a baseline cost and subsequently apply an inflation factor to the entire OM&A budget.

GLPT elected to use the Ontario CPI for all-items as the inflation factor as it is the rate that is used in the collective agreement. GLPT believes the collective agreement rate is an appropriate proxy for the inflation rate, as a significant portion of its costs are driven by labour and benefits.

Interrogatory 7 – First Quartile Report

Reference

Ref: (a) Exh. 4/Tab 2/Sch. 1/Appendix B – First Quartile Consulting Benchmarking Report/p. 8 – Panel of 11 companies listed
Ref: (b) Proceeding EB-2010-0291/ Exh 10/Tab 2/Sch. 2/Appendix B/ Listing of Companies (part of Response to Board staff IR 15)

Preamble

Ref (a) displays a list of companies used by the 1QC study as "The Comparison Panel" filed in this proceeding

Ref (b) shows a list of companies that were used by 1QC study as the "Comparison Panel" filed in proceeding EB-2010-0291. In that list there are two columns, each showing a list of Comparison Panel, and narratives explaining the reasons for changing the mix of companies constituting the Comparison Panel for the second report.

Questions[1]

a) What was the cost of the 1QC study dated June 21, 2012, identified at Ref (a).

Response

The total cost of the 1QC study identified at Ref (a) is $16,087.50.

b) Did GLPT record the cost of the noted 1QC study in its "2012 Forecast", and if so, did it post that amount in USofA account 5630 as it did in the previous study?

Response

Yes.

c) Please provide the reasons for requesting a new 1QC study for this application?

Response

GLPT's objective was to ensure the most up to date and relevant information was presented to the Board in this rate application.

d) Please provide a description of the companies which were removed from the 2010 study and description for the companies added to the 2012 study filed in this proceeding, and the reasons why the 2010 Comparison Panel was not maintained.

[1] In preparing these responses to Board Staff Interrogatory 7, GLPT consult with First Quartile Consulting.

Response

The 2010 study included 14 companies, 9 of which are in the 2012 panel. The 2012 panel included 11 companies, 9 of which were in the 2010 panel. The companies from 2010 that were not in the 2012 panel are highlighted in the table below:

Southeast U.S.	69kv: 4435 km, 100kV class: 3242 km, 300kV class: 838 km, 400kV class & above: 92km	Flat, dense trees	935,000 customers
Southeast U.S.	<69kV: 166km, 69kv: 2656 km, 100kV class: 15395 km, 200kV class: 3640 km, 300 kV class: 156 km, 400kV class & above: 3282 km	Flat, dense trees	2,660,000 customers
Midwest U.S.	<69kV: 2257 km, 69kv: 2541 km, 100kV class: 5701 km, 200kV class: 1562 km, 300 kV class: 79 km, 400kV class & above: 796 km	Flat, few trees	385,000 customers
Northeast U.S.	69kV: 5472km, 100kV class: 7426 km, 200kV class: 594 km, 300kV class: 619 km	Flat, dense trees	1,615,000 customers
Southwest U.S.	<69kV: 15 km, 69kv: 4258 km, 100kV class: 265 km, 200kV class: 1161 km, 300 kV class: 963 km, 400kV class & above: 2126 km	Flat, few trees	1,215,000 customers

The companies in the 2012 panel that were not in the 2010 panel are shown in the table below:

Midwest U.S.	100kV class: 265 km, 200kV class: 900 km, 300 kV class: 963 km, 400kV class & above: 2126 km	Flat, dense trees	3,820,000 customers
Northwest U.S.	100kV class: 808 km, 200kV class: 1161 km, 300 kV class: 612 km, 400kV class & above: 353 km	Flat, dense trees	820,000 Customers

The reason for the change in comparison panels is that the available comparators are drawn from the participants in the annual 1QC Transmission & Distribution benchmarking studies. Not every participant participates every year, which means the

make-up of a comparison panel changes slightly from year to year. Because each year's study gathers 3 years of data from the participants, the annual study can support a multi-year analysis such as the one for GLPT, and a representative panel of companies can be developed.

e) Please highlight the results of the 2012 study, and how it contrasts and compares to the 2010 study.

Response

With respect to the purpose of both the 2010 and 2012 studies, (i.e., determining the relative cost position of GLPT within a panel of comparator transmission providers), the results are very similar. GLPT's OM&A costs, on a per-asset basis, fall within the lowest quartile of costs for the panel of comparators.

The table below provides some additional details about the results of the two studies.

For the O&M costs:

	2010 Study	**2012 Study**
Administrative Costs	GLPT within first quartile through 2009, and predicted in the 2nd quartile from 2010 through 2012	GLPT actually within the 2nd quartile for 2010 and 2011, predicted Q1 for 2012, and predicted Q2 for 2013-2014
O&M Costs	GLPT costs within Q1 for all years	GLPT actually or predicted in Q1 for all years except predicted in Q2 in 2014.

f) Assuming that the information is available, please use the same "Comparison Panel" used in the 2010 1QC, to recalculate the results of the 2012 study.

Response

The information is not available. Please refer to the response to Board staff interrogatory 7(d).

Interrogatory 8 – First Quartile Report

Reference

Ref: (a) Exh. 4/Tab 2/Sch. 1/Appendix B – First Quartile Consulting Benchmarking Report

Questions[2]

a) Please comment on the view that GLPT's proposed O&M increases in 2013 and 2014 are fairly high and that shows by examining Figure 1, page 2, and Figure 2, page 3 at Ref (a):

- **In that Figure 1, GLPT's Percentage of (O&M+AG) per Gross Assets (Transmission Lines & Substations) show a marked increase over the Q1 group for the years 2013 and 2014.**

Response

The purpose of Figure 1, page 2 at Ref (a) is to compare GLPT to the industry as a whole. While GLPT's OM&A does show an increase over the Q1 group GLPT still remains well below the median for the industry as a whole. As reflected in the benchmarking report's conclusion, "GLPT compares favorably against the panel, ranking very close to the first quartile of the panel, well below the median".

- **In that Figure 2, GLPT's Percentage of (O&M) per Gross Assets show a marked increase over the Q1 group for the years 2013 and 2014.**

Response

The purpose of Figure 2, page 3 at Ref (a) is to compare GLPT to the industry as a whole. While GLPT's A&G does show an increase over the Q1 group GLPT still remains well below the median for the industry as a whole. As reflected in the benchmarking report's conclusion "GLPT is among the lowest cost providers in the group, within the first quartile for all years but one in the comparison."

[2] In preparing these responses to Board Staff Interrogatory 8, GLPT consult with First Quartile Consulting.

Interrogatory 9 – OM&A Variance Analysis (General)

Reference

Ref: (a) Exh. 4/Tab 2/Sch.2/p1-2/Test Year Approach
Ref: (b) Exh. 4/Tab 2/Sch.1/Table 4-2-1C OM&A Costs by Uniform System of Accounts

Preamble

At Ref (a) GLPT describes its approach to create the 2013 and 2014 test years OM&A budgets, highlighting a two-step process, where step one consists of applying a 3.1% inflation factor to the 2012 approved OM&A envelope ("top-down" approach).

At the same Ref (a), GLPT further highlights that "the inflation factor was applied given that over 95% of GLPT's OM&A expenditures occur because of third party contracts, materials and supplies or internal labour, all of which are subject to either inflation or wage and benefit changes." See GLPT's response to Energy Probe interrogatory 1(a) for further detail.

At Ref (a), GLPT states in part that it "has revised its 2012 OM&A forecast (on an account by account basis) by re-allocating its Board Approved 2012 OM&A envelope to address GLPT's needs and requirements without sacrificing safety, reliability or the environment."

At Ref (b), GLPT provides a year over year comparative table of OM&A costs by USoA from 2010 to 2014. Board staff has tabulated below the variance related to these costs for 2012 relative to approved and forecast expenditures.

USofA	Description	2012 Approved	2012 Forecast	Variance
	Transmission Expenses - Operation			
4805	Operation Supervision and Engineering	390.6	521.1	130.5
4810	Load Dispatching	1,569.0	1,341.0	(228.0)
4815	Station Buildings and Fixtures Expense	852.8	871.8	19.0
4820	Transformer Station Equipment - Labour	384.7	261.3	(123.4)
4825	Transformer Station Equipment - Supplies and Expense	86.3	99.7	13.4
4830	Overhead Line Expense	164.9	216.2	51.3
4845	Miscellaneous Transmission Expense	484.4	475.2	(9.2)
4850	Rents	85.0	69.8	(15.2)
	Transmission Expenses - Maintenance			
4910	Maintenance of transformer station buildings and fixtures	96.5	71.8	(24.7)
4916	Maintenance of transformer station equipment	452.6	642.0	189.4
4930	Maintenance of poles towers and fixtures	19.4	11.7	(7.7)
4935	Maintenance of overhead conductors and devices	192.1	163.5	(28.6)
4940	Maintenance of overhead lines - ROW	1,260.8	1,262.4	1.6
4945	Maintenance of overhead lines - roads and trails repairs	115.6	113.9	(1.7)
	Administrative & General Expenses			
5605	Executive Salaries and Expenses	957.3	771.0	(186.3)
5615	General Administrative Salaries and Expenses	972.6	1,188.8	216.2

5620	Office Supplies and Expenses	179.4	230.1	50.7
5630	Outside Services Employed	742.1	670.0	(72.1)
5635	Property Insurance	222.2	250.0	27.8
5655	Regulatory Expense	164.9	164.9	0.0
5665	Miscellaneous General Expenses	38.3	38.3	0.0
5680	Electrical Safety Authority Fees	24.2	21.0	(3.2)
	Total OM&A	9,455.6	9,455.6	0.0

Questions

a) Please indicate whether the application of a single inflation index across the board is a methodology used in prior GLPT transmission rate filings.

Response

GLPT used the methodology of applying a single inflation index across the board in EB-2010-2091 for the test years 2011 and 2012.

b) Please indicate whether the re-allocation of a historical or bridge year approved OM&A envelope to future test years is a methodology that has been used in prior GLPT transmission rate filings.

Response

As in past rate filings, GLPT, in preparation of its bridge year forecast, first considered the needs and requirements of the organization trhough a complete review of workplans and staffing requirements. For 2012, it was GLPT's objective to work with the OM&A approved envelope. To adhere to that objective, and based on the assessment described above, GLPT re-allocated the 2012 approved OM&A envelope among its USofA OM&A accounts.

c) Please provide an explanation for the negative variances at Board staff table above.

Response

Please refer to GLPT's response to Energy Probe interrogatory 20, where all material variances are addressed.

d) Please provide an explanation for the positive variances at Board staff table above and describe whether or not these costs were unanticipated at the time of the 2012 rate application.

Response

Please refer to GLPT's response to Energy Probe interrogatory 20, where all material variances are addressed. The costs driving positive variances were unanticipated at the time of filing the 2012 rate application.

e) Please clarify whether any of the additional costs forecast for 2012 are discretionary?

Response

None of the additional costs forecast for 2012 are discretionary.

f) Given the statement at Ref (a) regarding the impact of inflation, please comment on the relative exposure to inflation for each of the accounts at Ref (b).

Response

As noted on page 2 of Exhibit 4, Tab 2, Schedule 2, and as elaborated on in Energy Probe interrogatory 1(a), over 95% of GLPT's OM&A expenditures occur because of third party contracts, materials and supplies or internal labour, all of which are subject to either inflation or wage and benefit changes.

Therefore, as described in Exhibit 1, Tab 2, Schedule 2, GLPT's approach to budgeting its 2013 and 2014 OM&A was to establish a baseline cost and subsequently apply an inflation factor to the entire OM&A budget, since over 95% of the costs are subject to inflationary increases.

GLPT elected to use the Ontario CPI for all-items as the inflation factor as it is the rate that is used in the collective agreement. GLPT believes the collective agreement rate is an appropriate rate, as a significant portion of its costs are driven by labour and benefits.

Interrogatory 10 – OM&A Variance Analysis (General)

Reference

Ref: (a) Exh 4/Tab 2/Sch.2/p3
Ref: (b) Exh 4/Tab 2/Sch.2/p4-35
Ref: (c) Exh 4/Tab 2/Sch.1/Table 4-2-1 C
Ref: (d) Exh 4/Tab 2/Sch.1/Appendix C/p28 /Table 1

Preamble

With respect to cost drivers, Ref (a) states in part that "GLPT has included a cost driver labeled "Inflation & Other", which is representative of the 3.1% CPI increase for each year."

With respect to Ref (b), though "cost driver" figures might differ greatly for test years 2013 and 2014, the inflation rate applied to both these years is identical.

In addition, inflation is usually accounted for in a "bottom-up" fashion, normally it should be part of the building blocks of the major components of each separate cost driver.

Ref (c) tabulates OM&A costs by USofA for the 2010 to 2014 period.

At Ref (d) GLPT provides a breakdown of regulatory costs for 2013 and 2014.

Questions/Requests:

a) Please confirm that "Inflation & Other" as per Ref (a) strictly accounts for inflation.

Response

Confirmed.

b) Please confirm that entries left blank at Ref (b) equal to zero.

Response

Confirmed.

c) Please file cost driver figures for the 2010-2012 period for all the accounts at Ref (b).

Please see Appendix Board Staff 10(c) attached.

d) To ensure that there is no duplication, please review all the accounts at Ref (b), and where inflation is already likely accounted for, as in third party long term service agreements, leaseholds, agencies fees, other contractual agreements such insurance, or where all or a majority of "cost drivers" show a reduction from 2013 to 2014,

adjust the entries where reasonable. Where inflation is specifically included in price formulae with third parties, please file these documents. In particular please revise and adjust where applicable entries to accounts: 4805; 4815; 4820,4825 and 4916; 4830, 4930, and 4935; 4845; 4850; 4910; 4940; 4945; 5605; 5615; 5630; 5635; 5655; 5680.

Response

GLPT's 2013/2014 forecasts do not have inflation built in. Rather, an inflationary increase of 3.1% is applied to the 2012 forecast which is measured in 2012 dollars.

GLPT's long term services and materials arrangements (long-term contracts may not exist in all circumstances) have a variety of inflation rates. GLPT has used the inflation rate of 3.1% as a proxy for the inflation rates in all of its other long term service and material, leasehold, agency fee and other arrangements. GLPT is not applying the 3.1% inflationary increase in addition to the specific inflationary increases in those agreements.

Furthermore, for cost drivers where GLPT has forecast a reduction, GLPT has only applied the inflationary increase to the net amount after the reduction had been applied.

Finally, regarding the applicable inflation rates in the price formulae of third parties, see GLPT's response to Energy Probe interrogatory 1(a).

Therefore, because there is no duplication, GLPT has not revised or adjusted the applicable entries to the accounts listed above.

Interrogatory 11 – OM&A Variance Analysis – Account 4805

Reference

Ref: (a) Exh 4/Tab 2/Sch.2/p.3
Ref: (b) Exh 4/Tab 2/Sch.2/pp. 4-5
Ref: (c) Exh 4/Tab 2/Sch.1/Table 4-2-1 C

Preamble

At Ref (b), Account 4805 shows that in spite of a decrease in two of the cost drivers, there is an overall increase of 39.6% in 2013 over 2012, and another 11.6% increase in 2014 over 2013. This account also indicates that in 2013 internal labour will increase by $110,401. $60,000 are also incurred in relation to various standards bodies and professional groups.

Question

a) With respect to Account 4805, please provide further detail on the Internal Labour Allocations, particularly the nature of the heightened maintenance and planning. Also please:

- indicate how many equivalent FTEs are involved in the shift in work programs.
- list the various standards bodies and professional groups, their value, and their respective costs.
- comment on the upward trend for this account as displayed at Ref(c).

Response

Part 1:

The total number of FTEs involved is 6. The estimated net increase in FTEs being allocated to account 4805 (combined with changes in staff mix) is approximately 0.6 FTEs. As described on page 4 of Exhibit 4, Tab 2, Schedule 2, GLPT's internal staff will be dedicating more time in 2013 and 2014 to activities related to asset management, maintenance planning, risk management and protection and control.

The nature of the heightened maintenance and planning is a result of GLPT's evolving Asset Management program and a continuous improvement culture. GLPT continues to identify areas of improvement which will benefit the rate payer in the long term as asset lifecycles are maximized, equipment failures are minimized and reliability is improved.

Part 2:

Attached is a list of the various standards bodies and professional groups, their value and their respective costs:

1 CEATI (Center for Energy Advancement through Technological Innovation) – CEATI International Inc. brings electrical utility industry professionals together, through focused interest groups and collaborative projects, to identify and address technical issues that are critical to their organizations. Participants can undertake projects that respond to their strategic goals at a fraction of the cost of doing so independently which ultimately benefits the ratepayer. The need for international breadth and inter-industry applicability in technology development is addressed through a practical, dynamic and cost effective program

GLPT currently belongs to both the Transmission Line Asset Management Group (TLAM) and the Life Cycle Management of Station Equipment & Apparatus Group (LCMSEA). The Annual membership cost for the TLAM and LCMSEA Groups is $20,000.

2 IEEE Power and Energy Society (PES) - The PES provides the world's largest forum for sharing the latest in technological developments in the electric power industry, for developing standards that guide the development and construction of equipment and systems, and for educating members of the industry and the general public. Members of the PES are leaders in this field, and they, and their employers, derive substantial benefits from involvement with this unique and outstanding association.

PES's field of interest is:

> The scope of the PES embraces research, development, planning, design, construction, maintenance, installation and operation of equipment, structures, materials and power systems for the safe, sustainable, economic and reliable conversion, generation, transmission, distribution, storage and usage of electric energy, including its measurement and control.

GLPT also subscribes to IEEE standards annually to ensure that applicable industry standards (as per good utility practice) are available to support the Capital and Maintenance programs. The cost of the annual subscription is $25,000.

3 GLPT is a member of the IESO's Reliability Standards Standing Committee (RSSC). The purpose of this standing committee is to assist market participants in developing a more comprehensive understanding of their reliability obligations by:

i. notifying participants of reliability related information on new and developing reliability standards

ii. providing a forum to discuss and develop consensus comments on new and developing reliability standards

iii. engaging participants in the standard development process of NERC and NPCC

Although there are no membership fees, travel, and time involvement continue to put upward pressure on the OM&A budget.

4 IESO Emergency Preparedness Task Force (EPTF) - All market participants must prepare emergency plans that describe how they will respond to emergencies affecting the supply or delivery of electricity. While the IESO and all market participants strive to assure the reliability of the IESO-controlled grid at all times, there is also a need to be prepared for emergency situations and to be able to respond to all threats and hazards whether natural or man-made.

The IESO helps coordinate market participants' Emergency Preparedness Plans. The stakeholder-represented Emergency Preparedness Task Force (EPTF), chaired by the IESO's Chief Operating Officer, has been active since 1998 to facilitate and oversee these efforts.

The Emergency Preparedness Task Force (EPTF) provides overall direction and oversight in co-ordinating Ontario's electricity emergency planning efforts. All market participants are welcome to participate in the EPTF, which includes representatives from government agencies. The Ontario Electricity Emergency Plan describes the framework for this collaboration across Ontario's electricity industry.

Although there are no membership fees, travel, and time involvement continue to put upward pressure on the OM&A budget.

5 Regional Standards Committee The NPCC Regional Standards Committee (RSC), a committee of the NPCC Board, is charged with management and maintenance of the NPCC Standards Development Procedure under a sector based voting structure as described in the NPCC Bylaws. The NPCC RSC will consider requests for new or revised standards and be available for advisement to the NPCC Board on the standards.

GLPT's involvement in the Regional standards committee is limited, however, with the recent Bulk Electricity System definition change, GLPT will play more of an active role in the Regional Standards Committee due to the fact that changes to standards may result in impacts to both capital and maintenance programs. Although there are no membership fees, travel, and time involvement continue to put upward pressure on the OM&A budget.

Part 3:

While there is an upward trend within this account, the increases are related to the cost drivers that are described in Exhibit 4, Tab 2, Schedule 2, and expanded upon in the response to this interrogatory question.

Interrogatory 12 – OM&A Variance Analysis – Account 4810

Reference

Ref: (a) Exh 4/Tab 2/Sch.2/p.3
Ref: (b) Exh 4/Tab 2/Sch.2/pp. 6-8
Ref: (c) Exh 4/Tab 2/Sch.1/Table 4-2-1 C

Preamble

At Ref (b), Account 4810 reflect various initiatives in electricity industry and indicates that one of the cost drivers is the Compliance Program. GLPT further notes that in 2013 it "will engage a third party consultant to complete a review of all existing and upcoming standards [...] and further develop a comprehensive compliance program. [...] costs in 2014 will only be related to maintenance of the new program and fees related to compliance audits.

Question

a) **With respect to Account 4810, please indicate what the current compliance program consists of and elaborate on the "comprehensive compliance program" and the subsequent type of maintenance associated with the program, commenting in particular on the respective dollars amount for the two test years.**

Response

GLPT has regulatory compliance requirements from regulatory bodies including NERC, NPCC and the IESO. Although GLPT maintains compliance, standards are continuously changing and the demand to not only identify what standards are changing but to understand what the impacts are and when the changes are required to be implemented is becoming increasingly difficult.

As part of GLPT's continuous improvement methodology, GLPT has identified improvement opportunities with the existing compliance program.

Once improvement opportunities have been addressed, the comprehensive compliance program will become a managed system with a plan. The program will allow for knowledge transfer, regulatory change, and personnel change while remaining sustainable. Moreover, GLPT will develop a more comprehensive program that would consist of procedures, processes and roles and responsibilities that would aid in the better management of the compliance program and reduce the workload currently spread over various departments. The comprehensive program will help not only define roles and responsibilities but the how, why and when of what is required to be accomplished. As things continue to evolve and change, utilities need a method to begin and continue to identify gaps and continuously improve core programs. The regulatory requirements are constantly changing, responsibilities are increasing and a complete review of all existing

and upcoming standards will enable us to maintain the required compliance and reduce the long-term workload required in overseeing the program once it has been defined.

Interrogatory 13 – OM&A Variance Analysis Account 4815

Reference

Ref: (a) Exh 4/Tab 2/Sch.2/p.3
Ref: (b) Exh 4/Tab 2/Sch.2/p.5
Ref: (c) Exh 4/Tab 2/Sch.1/Table 4-2-1 C

Preamble

At Ref (b), in Account 4815, the forecast related to maintenance of the road reveals a decrease in cost for 2013 and 2014, yet there is an increase over $27,000 in each of the test years reflecting general inflation of 3.1%.

Question

a) What are the cost items that justify an increase of 3.1% for maintenance of Station Buildings and Fixtures?

Response

As noted on page 2 of Exhibit 4, Tab 2, Schedule 2, and as clarified in the response to Energy Probe interrogatory 1(a), over 95% of GLPT's OM&A expenditures occur because of third party contracts, materials and supplies or internal labour, all of which are subject to either inflation or wage and benefit changes.

Therefore, as described in Exhibit 1, Tab 2, Schedule 2, GLPT's approach to budgeting its 2013 and 2014 OM&A was to establish a baseline cost and subsequently apply an inflation factor to the entire OM&A budget, since over 95% of the costs are subject to inflationary increases.

Interrogatory 14 – OM&A Variance Analysis – Accounts 4820, 4825, 4916

Reference

Ref: (a) Exh 4/Tab 2/Sch.2/p.3
Ref: (b) Exh 4/Tab 2/Sch.2/pp. 10-12
Ref: (c) Exh 4/Tab 2/Sch.1/Table 4-2-1 C

Preamble

At Ref (b), Accounts 4820, 4825 and 4916, show that the forecast related to these accounts indicate a decrease in two of the cost drivers, yet the overall increase is identical at 6.6% for both test years.

Question

a) In regard to maintenance cycle please provide more details, and contrast your answer with the maintenance cost of the replaced equipment.

Response

The maintenance cycle for the following added equipment is annual:

1. Fire suppression systems at Third Line TS, Mackay TS, GLPT Back up SCADA; control building and New SCADA room.
2. HVAC units for the new SCADA server room;
3. Air Conditioning unit for the business system server room;
4. Magpie Lighting arrester counter readings data collection;
5. SERVERON Dissolved Gas Analysis (DGA) monitors; and
6. Station Service Voltage Regulators at Mackay and Anjigami TS.

These assets requiring maintenance are new additions to the GLPT system and as such there can be no maintenance cost comparison made between that of the replaced equipment and the newly installed equipment due to the fact that there is no equipment being replaced.

Interrogatory 15 – OM&A Variance Analysis – Account 4845

Reference

Ref: (a) Exh 4/Tab 2/Sch.2/p.3
Ref: (b) Exh 4/Tab 2/Sch.2/pp. 15-17
Ref: (c) Exh 4/Tab 2/Sch.1/Table 4-2-1 C

Preamble

At Ref (b), Account 4845 indicates that contract costs "are expected to increase by approximately $67,000 related to preventative maintenance provided by third parties for the new SCADA system in 2013 and remain consistent for 2014. Also, entries show that there is an overall increase at 32.4% in 2014 even though the only cost driver, a leasehold, remains constant.

Question

a) **With respect to Account 4845 please provide more details on the maintenance cycle of the new SCADA system. In particular please elaborate on whether or not maintenance costs are expected to decrease once commissioning is completed and the teething period of new SCADA system ends.**

Response

Maintenance of the SCADA system is for routine annual preventative maintenance which is a common industry practice and imperative for maintaining compliance with security and reliability standards. Costs are not expected to decrease once commissioning is complete as all incremental costs are for annual preventative maintenance.

Interrogatory 16 – OM&A Variance Analysis – Account 4850

Reference

Ref: (a) Exh 4/Tab 2/Sch.2/p.3
Ref: (b) Exh 4/Tab 2/Sch.2/p. 18
Ref: (c) Exh 4/Tab 2/Sch.1/Table 4-2-1 C

Question

a) Please comment on the view that the inflation in this account is not justified even though shelter is a major component of the consumer price index, it is believed leases do not necessarily follow CPI.

Response

The costs reflected in this account primarily relate to land leases with the Ministry of Natural Resources. These land leases are subject to a CPI adjustment.

Interrogatory 17 – OM&A Variance Analysis – Account 4910

Reference

Ref: (a) Exh 4/Tab 2/Sch.2/p.3
Ref: (b) Exh 4/Tab 2/Sch.2/p. 19
Ref: (c) Exh 4/Tab 2/Sch.1/Table 4-2-1 C

Preamble

At Ref (b), Account 4910 presents an overall increase of 10.3% year over year whilst the major cost driver over that period, maintenance, has died out. However GLPT notes that annual preventative maintenance amounts to $5,000 on an annual basis.

Question

a) Please comment on the maintenance cycle and confirm whether $5,000 in preventative maintenance is on an annual basis or on another schedule e.g., on biennial basis.

Response

As stated on page 19 of Exh 4/Tab 2/Sch.2/p. 19. The incremental annual preventative maintenance costs related to the new generator are forecast to be approximately $5,000 on an annual basis.

Interrogatory 18 – OM&A Variance Analysis –Account 4945

Reference

Ref: (a) Exh 4/Tab 2/Sch.2/p3
Ref: (b) Exh 4/Tab 2/Sch.2/p. 21
Ref: (c) Exh 4/Tab 2/Sch.3/Appendix B/p.31

Preamble

At Ref (b), Account 4945 indicates for roads and trails maintenance that inflation at 3.1% is a driver.

Question

a) Please provide further detail regarding this account indicating whether roads and trails maintenance is carried out by GLPT's staff or outsourced to a third party.

Response

The roads and trail maintenance costs are made up of a combination of internal staff costs and outsourced labour and equipment costs.

b) If the answer to (i) is that the road and trail maintenance is carried out by GLPT's staff, please explain why an inflation rate of 3.1% is justified in light of the fact that GLPT's collective agreement at Ref. (c) allows only an increase of 0.5% for 2012 if the CPI is between 3 and 3.5%.

Response

As described in response to Board staff interrogatory 6 (c), the 0.5% quoted by Board staff is incremental to the negotiated wage increases.

c) If the answer to (i) above is that the road and trail maintenance is outsourced to a third party, please provide a summary of the contract terms.

Response

The third party costs primarily relate to the rental of equipment. The execution of the roads and trails maintenance program is managed throughout the year based on varying factors such as weather, capital work programs, maintenance requirements, etc. Given the uncertainty around timing, GLPT sources the equipment on an as need basis and has no specific contract terms. Therefore, the costs are subject to the pricing at the time the equipment is needed, which would be inclusive of inflationary factors.

Interrogatory 19 – OM&A Variance Analysis – Accounts 5615 & 5630

Reference

Ref: (a) Exh 4/Tab 2/Sch.2/p3
Ref: (b) Exh 4/Tab 2/Sch.2/pp. 27-28 for (Account 5615) & pp. 30-31 for (Account 5630)
Ref: (c) Exh 4/Tab 2/Sch.1/Table 4-2-1 C

Preamble

At Ref (b), pages 27-28 under "Cost Driver 1 – IT Admin" for Account 5615 , it indicates that additional $19,000 will be spent in 2013 for technical support related to a new GIS. Also, in 2014 though there are no other cost drivers, overall all increase are to grow at 10%.

At Ref (b), pages 30-31, under "Cost Driver 2 – Admin Programs" for Account 5630, also presents costs related to professional services for the new GIS system.

Question

a) Please confirm that the $19,000 GIS technical support at Account 5615 are in addition to the professional services required to maintain and service the GIS system at Account 5630. If there are duplication, please adjust accounting entries accordingly including Table 4-2-1 C at Ref.(c)..

Response

Confirmed.

Interrogatory 20 – OM&A Variance Analysis – Accounts 5655 & 5630

Reference

Ref: (a) Exh 4/Tab 2/Sch.2/p3
Ref: (b) Exh 4/Tab 2/Sch.2/p.33 (Account 5655) & pp. 30-31 (Account 5630)
Ref: (c) Exh 4/Tab 2/Sch.1/Table 4-2-1 C
Ref: (d) Exh 4/Tab 2/Sch.1/Appendix C/p.28 /Table 1

Preamble

Account 5655 related to regulatory expenses shows general inflation of 3.1% as the driver for year over year increases. Ref (d), Appendix C provides a more complete breakdown of regulatory costs, where it indicates that the OEB annual Assessment, Consultant Costs for Regulatory Matters, the Canadian Electricity Association fees, and intervenor costs all increase at the same pace as economic inflation. It also displays a 150.7% increase in Legal Costs for Regulatory Matters for 2014.

Question

a) **Why is the increase in legal costs for regulatory matters not regarded as a cost driver in Account 5655 instead of in Account 5630 where it is listed as "Cost Driver 1 – Regulatory Applications"?**

Response

GLPT has historically recorded legal costs for regulatory matters within account 5630. Therefore, for consistency GLPT has continued to report these costs in account 5630, and as a result the cost driver arises within this account.

Interrogatory 21 – OM&A Variance Analysis – Account 5680

Reference

Ref: (a) Exh 4/Tab 2/Sch.2/p3
Ref: (b) Exh 4/Tab 2/Sch.2/p.35
Ref: (c) Exh 4/Tab 2/Sch.1/Table 4-2-1 C

Preamble

At Ref (b) for Account 5680 related to the ESA fees reflects an inflation rate of 3.1% applied to both 2013 and 2014.

Question

a) **Please provide the ESA fees paid by GLPT for the last 5 years ending with the ESA fees for 2011.**

Response

The table below provides the ESA fees paid by GLPT for the last 5 years ending with 2011. Base costs are for the Continuous Safety Services Program and are recorded in account 5680. Other costs are costs incurred related to specific projects or functions and are recorded in other USofA accounts, depending on the nature of the expense.

ESA Fees Paid

	Base	Other	Total
2011	$ 19,688	$ 8,452	$ 28,141
2010	19,115	6,362	25,477
2009	21,363	49	21,412
2008	20,740	622	21,363
2007	20,136	73	20,209

Interrogatory 22 – OM&A Variance Analysis _Account 4940 Maintenance of Overhead Lines

Reference

Ref: (a) Exh 4/Tab 2/Sch.2/p20
Ref: (b) Exh 4/Tab 2/Sch.1/Table 4-2-1 C
Ref: (c) EB-2009-0408, Exh 4/Tab 2/Sch.1/p20-21 and EB-2010- 0291, Exh 4/Tab 2/Sch1/p5/Table 4-2-1 C

Preamble

At Ref (c) pertaining to ROW maintenance, in a previous transmission rates application, EB-2009-0408, GLPT has stated that:

For 2009, while GLPT maintained its level of managing vegetation on the ROW floor in accordance with its 6-year cycle, as a cost cutting measure GLPT reduced its activities associated with encroachments and buffer zones relative to 2008. **It was decided that, for reliability purposes, GLPT needs to restore its prior levels of activity in these areas for 2010 and beyond.** (Emphasis added)

GLPT corroborated the above in EB-2010-0291 where it continued reduced activities with respect to the ROW maintenance.

Based on Ref (b) and Ref (c), Board staff has tabulated the expenditures below for account 4940:

USofA	2008 Actual	2009 Actual	2010 Actual	2011 Actual	2012 Forecast	2013 Test Year	2014 Test Year
4940 ($000's)	1,400.8	1,121.7	1,169.6	1,217.1	1,262.4	1,301.5	1,341.9

At Ref (a), for Account 4940, GLPT indicated that it intends to continue its six year Right of Way maintenance cycle with no material variances forecast for 2013 or 2014. Yet under the same account, inflation is a factor and continues to grow at 3.1% year over year though parts and labour would normally already encompass such an increase.

Questions

a) **Please provide information on the ROW maintenance cycle anchoring your answer along the continuum of the previous two transmission rate applications as per Ref (c). In particular, has GLPT experienced any increased vegetation related outages in the years of reduced spending, and/or on service reliability?**

Response

GLPT will continue its ROW program with no significant changes required in 2013 or 2014. The increases that arise are due to inflation. GLPT has not experienced any increased vegetation related outages or degradation to service reliability as a result of vegetation related outages, of which the ratepayer benefits.

b) Does GLPT intend to restore its level of activity to the 2008 level?

Response

GLPT plans to maintain the same standard of ROW maintenance with inflationary increases.

Interrogatory 23 – OM&A Variance Analysis - Account 5605 Executive Salaries and Expenses

Reference

Ref: (a) Exh 4/Tab 2/Sch.2/pp. 22-26
Ref: (b) EB-2011-0140 Notice of Proceeding and Decision & Order of July 12, 2012, p18

Preamble

With respect to Account 5605 relative to Executive Salaries and Expenses, GLPT states in part that analysis (based on Navigant's benchmarking study) "indicates that a corporate cost allocation to GLPT of $469,717 for 2013 and $484,278 for 2014 is reasonable."

GLPT also indicates that "GLPT's management team spent a portion of its time on development-related activities in 2010, 2011 and 2012, and in doing so allocated some of its time and expenses to GLPT's green energy deferral account, approved in EB-2009-0409."

GLPT further adds that "GLPT's management team allocated costs to its green energy deferral account in 2010, 2011 and 2012. [noting that] These costs were related to the East-West Tie Line proceeding (EB-2011-0140). [...] these costs are the responsibility of EWT LP, and as a result they have been removed from GLPT's approved deferral account and will be recovered by GLPT from EWT LP."

With respect to Ref (b), Board staff notes that the Notice of Proceeding to Designate a Transmitter to Carry out Development Work for the East-West Tie Line (EB-2011-0140) was issued on February 2, 2012. The Decision and Order on Phase 1 of the East-West Tie designation proceeding expressly addressed cost recovery as follows:

> ***Issue 14:*** *Should the designated transmitter be permitted to recover its prudently incurred costs associated with preparing its application for designation? If yes, what accounting mechanism(s) are required to allow for such recovery?*
>
> The Board finds that the designated transmitter will be permitted to recover from ratepayers its prudently incurred costs associated with preparing its application for designation, with one restriction. Cost recovery will be restricted to costs incurred on or after the date that the Board gave notice of the proceeding, February 2, 2012. This date represents the beginning of the proceeding and therefore is a date after which the designated transmitter could reasonably expect to recover its costs.
>
> Applicant transmitters should identify the costs already incurred to prepare an application, as well as an estimate of the costs required to complete the designation proceeding, as part of their budgeted development costs. The Board will establish a deferral account for the designated transmitter in which the budgeted development costs, including amounts incurred after February 2, 1012 for the preparation of the application

for designation, will be recorded for future recovery. As noted earlier in this decision, an applicant transmitter can choose not to seek recovery of all its costs, as a way to reduce the costs of its proposal to ratepayers.

At Ref (a), GLPT states in part that:

> GLPT's assumption for the 2013 test year is that a significant amount of its senior employees' time will be spent on the EWT Line project. Specifically, GLPT expects that its Vice President/General Manager, Vice-President, Regulatory and Legal, and its Director of Administration will allocate approximately one third of their time, while its Vice President, Project Development will allocate 100% of available time to EWT Line activities. In addition, GLPT anticipates that there are incremental travel, consulting and administrative costs of approximately $100,000 that will be allocated to EWT LP. The collective impact of these allocations results in a net reduction to 2013 core OM&A of approximately $550,000. [...]
>
> GLPT is anticipating that in 2014, the services of its Vice President / General Manager, Vice-President, Regulatory and Legal, and its Director of Administration will no longer be required for the EWT Line initiative. GLPT is forecasting that these employees will return their attention to GLPT in full. [...] Specifically, to the extent that GLPT allocates more or less than $550,000 and $340,000 to EWT LP in 2013 and 2014, respectively, GLPT would record the variance in the proposed account.

In 2014 costs have to a large extent declined yet it reflects an overall 36% increase.

Questions:

a) Please give details on the corporate services provided to GLPT, and reconcile the amounts cited at the reference from Navigant's study and the current allocation for years 2013 and 2014 of $263,517 in 2013 and zero in 2014.

Response

The corporate services provided from time to time are set out in section 1.01 of the Services Agreement at Exhibit 4, Tab 2, Schedule 4, Appendix C. The corporate cost allocation embedded in GLPT's 2012 forecast is $200,000. The incremental cost of $263,517 is combined with the inflationary factor on the embedded amount ($200,000 * 3.1% = $6,200, which is included under Cost Driver 4 – Inflation and Other) sums to the total of $469,717, as calculated in Navigant's study.

Base Cost	200,000
Inflation on Base	6,200
Cost Driver	263,517
Total Cost	**469,717**

b) Are there any anticipated "Labour & Related Costs" for 2014?

Response

Outside of inflation and the costs that GLPT anticipates coming back into OM&A in 2014 related to the East-West Tie Allocation, GLPT does not anticipate any increase in Labour & Related Costs in Account 5605 in 2014.

c) Has GLPT ensured that only costs, as per the EB-2011-0140 Decision & Order of July 12, 2012, incurred as of February 2, 2012 are passed on to EWT LP, and the balance remaining in GLPT's approved deferral account? Please file a revised statement with regards to this matter for Cost Driver 3.

Response

The costs were transferred out of GLPT in 2012. The costs reflected under Cost Driver 3 are only related to costs that will be incurred in 2013 or 2014 and do not relate to costs incurred in the past.

d) On what basis can GLPT confirm that these four executives will return their attention in full in 2014?

Response

GLPT would like to clarify that only three of the executives will return their attention in full to GLPT, as the Vice President of Project Development will not turn his attention to GLPT in either of the test years. Further to the response to Energy Probe Interrogatory 24(d), GLPT expects the workload of the remaining executives to return to pre-2013 levels in 2014.

In particular, as described in response to SEC interrogatory 8(b), GLPT has assumed the EWT designation process will be completed in 2013. As such, any 2014 work completed on the EWT Line initiative will be work related to the development stage. GLPT believes that the development stage of the EWT Line initiative will require standalone resources, and will no longer require GLPT's Director of Administration, Vice President, Regulatory & Legal, or its Vice President and General Manager. GLPT has requested a deferral account to protect the interest of the rate payer in the event that GLPT employees are required to assist in the EWT Line initiative's development stage in 2014.

Interrogatory 24 – Employee Compensation Breakdown

Reference

Ref: (a) Exh. 4/Tab 2/Sch.3/Table 4-2-3 A
Ref: (b) Exh. 4/Tab 2/Sch.3/Appendix B/pp. 31-32
Ref: (c) Exh. 4/Tab 2/Sch.1/p4
Ref: (d) Exh. 4/Tab 2/Sch.1/Appendix D
Ref: (e) Exh. 4/Tab 2/Sch.1/Table 4-2-1

Preamble

Ref (a) displays employee compensation from 2010 to 2014, distinguishing between unionized and non-unionized functions.

Ref (b) relative to cost of living adjustment shows how the various percentage changes in CPI would affect wages and the corresponding adjustment GLPT would make. It is noted in various parts that the Collective Agreement would be renegotiated and a new agreement would be effective as of January 2013.

At Ref (c), GLPT states in part that it "applied to [the] baseline an inflation factor of 3.1%, which is based on the rate used in GLPT's collective agreement [...]".

	2010 Actual	2011 Actual	2012 Approved	2012 Forecast	2013 Test Year	2014 Test Year
Total OM&A ($000's)	$9,491.0	$9,325.6	$9,455.6	$9,456.6	$10,715.7	$11,173.4
Number of FTE's	48.6	50.7	53.7	52.4	52.4	53.4
OM&A Cost per FTE ($000's)	$195.3	$184.0	$176.1	$180.5	$204.6	$209.2

At Ref (d) OM&A cost per FTE, is presented as illustrated below:

Ref (e) tabulates OM&A costs by USofA for the 2010 to 2014 period.

Questions

a) **Please provide, by completing the Table below, the salary distribution of all FTEs by salary bracket ($20K bins), and the year over year progression from 2010 to 2014, separating executive salaries from the general administrative ones. Use table below as a guide. And if applicable, please provides comments on any salient upward or downward trend insofar as operational impact is concerned.**

	TOTAL FTEs (General Administrative)							
SALARY (Wages+Benefit)	30-49k	50-69k	70-89k	90-109k	110-129k	130-149k	150-169k	>170k
2010								
...								
...								
2014								

Response

GLPT has provided the tables below breaking out Management & Executive, Non-Union and Union into salary buckets. There are only three Executives, and as a result we have aggregated their data with Management to make a single category.

GLPT has calculated Total Salary / Wages + Taxable Benefits as total base salary/wages, plus overtime, plus taxable benefits for each employee. The calculation does not include incentive pay.

GLPT notes that the total FTEs noted in the "Union" table is less than the total FTEs provided in Table 4-2-3 A. This is due to the fact that overtime hours are included in the calculation of FTEs, but are not accounted for in the table provided in response to this interrogatory.

	Total Employees (Management & Executive)								
Salary / Wages + Taxable Benefits	$30-$49k	$50-$69k	$70-$89k	$90-$109k	$110k-$129k	$130k-$149k	$150k-$169k	>$170k	Total
2010 Actual	0	0	4	2	2	0	0	1	**9**
2011 Actual	0	0	4	2	2	0	0	1	**9**
2012 Forecast	0	0	3	2	2	1	0	1	**9**
2013 Test Year	0	0	2	3	2	1	0	1	**9**
2014 Test Year	0	0	2	2	3	1	0	1	**9**

	Total Employees (Non-Union)								
Salary / Wages + Taxable Benefits	**$30-$49k**	**$50-$69k**	**$70-$89k**	**$90-$109k**	**$110k-$129k**	**$130k-$149k**	**$150k-$169k**	**>$170k**	**Total**
2010 Actual	4.4	9	2	0	0	0	0	0	**15.4**
2011 Actual	3.1	10	4	0	0	0	0	0	**17.1**
2012 Forecast	4.8	8	5	0	0	0	0	0	**17.8**
2013 Test Year	4.8	6	7	0	0	0	0	0	**17.8**
2014 Test Year	3.8	7	7	0	0	0	0	0	**17.8**

	Total Employees (Union)								
Salary / Wages + Taxable Benefits	**$30-$49k**	**$50-$69k**	**$70-$89k**	**$90-$109k**	**$110k-$129k**	**$130k-$149k**	**$150k-$169k**	**>$170k**	**Total**
2010 Actual	0	4.9	16.8	3	0	0	0	0	**24.7**
2011 Actual	0	2.6	12	9	0	0	0	0	**23.6**
2012 Forecast	0	2	10	12	0	0	0	0	**24**
2013 Test Year	0	2	8	14	0	0	0	0	**24**
2014 Test Year	0	2	7	16	0	0	0	0	**25**

b) Please reconcile Ref(b) and Ref(c) in regard to the applicable adjustment to salaries.

Response

GLPT's approach was to apply an inflation rate across the board. The most relevant rate available was the CPI rate that was referenced in the Collective Agreement. GLPT does not foresee removing the CPI clause from the agreement; as a result the use of the CPI rate will continue to be relevant.

c) Please explain the large variance in OM&A per FTE at Ref (d), and comment on the view that the cost per FTE is increasing at a fast rate where it shows year over year of 13.4 % increase in Cost per FTE in Test Year 2013 over 2012 Forecast; followed by 2.3 % increase in Cost per FTE in Test Year 2014 over Test Year 2013 Forecast

Response

The change in OM&A cost per FTE is driven by OM&A increases, and is not materially affected by FTE's. GLPT believes the increases in OM&A are reasonable, and the cost drivers related to those OM&A increases are described at Exhibit 4, Tab 2, Schedule 2.

d) Please comment on the general trend of Accounts 5605 and 5615 as per Ref (e)

Response

GLPT believes the forecasts for Accounts 5605 and 5615 are reasonable. GLPT has filed information describing all OM&A cost drivers for the 2013 and 2014 test years in Exhibit 4, Tab 2, Schedule 2. In addition, as described on page 7 of Exhibit 4, Tab 2, Schedule 1, First Quartile Consulting concluded that GLPT falls significantly below average on a cost per gross asset basis in comparison with its peers.

Interrogatory 25 – Shared Services – Office Complex

Reference

Ref: (a) Exh. 4/Tab 2/Sch. 4/pp. 2 – 3

Preamble (1)

At Ref: (a), page 2, lines 4-7 it is stated that:

"The annual rent that GLPT pays GLPL is in the middle of the range of fair market rentals for triple net leases as assessed by an independent appraiser. GLPT's net rental cost of the building and property is forecast to be $172,800 for 2013 and $178,200 for 2014, with the increases due to inflation."

Question

a) **Does GLPT have a contract with GLPL that specifies that the rent will increase by inflation? If so please file such a contract, given that the Operations and maintenance is covered by a separate cost item.**

Response

GLPT has a contract with GLPL that requires the rent to increase by CPI. Please see section 5(a) of the lease attached at Appendix Board Staff 25(a).

b) **Please file evidence to justify an increase of 4.45% in the O&M costs for the Office Complex in Test Year 2013 of ($401,700) over the corresponding amount in the 2012 Forecast ($384,600), followed by another increase of 3.1% in the O&M costs in Test Year 2014 over the corresponding amount in Test Year 2013.**

Response

The increase of 4.45% is driven by GLPT's inflation factor of 3.1%, combined with the incremental annual maintenance costs of $5,200 related to GLPT's new generator (described on page 19 of Exhibit 4, Tab 2, Schedule 2). The increase in 2014 is driven by the inflation factor of 3.1%.

Preamble (2)

At Ref: (a), page 2, lines 7-13 it is stated that:

"If GLPT's share of the estimated net book value of the property were included in GLPT's rate base (approximately $2.6 million), the estimated overall cost to rate payers would be over $260,000 in each of 2013 and 2014 (assuming a depreciation rate of 2.5% and a cost of capital rate of 7.5%). Accordingly, the lease structure that GLPT has been

utilizing and will continue to utilize in the 2013 and 2014 test years is consistent with prudent planning and has resulted in demonstrable avoided costs."

The rental arrangement is advantageous to both GLPL and GLPT, and to view that increases not based on costs are justified because GLPT is still better off, is missing the point that the space occupied by GLPT is not readily rentable, and therefore sharing space needs to be based on cost increases supported by evidence.

Questions

c) Please provide evidence that GLPL is facing costs, other than O&M costs, that are increasing to justify two successive 3.1% increases in Rent faced by GLPT in each of the Test Years 2013 and 2014.

Response

Please refer to GLPT's response to Board staff interrogatory 25(a). GLPT and GLPL are abiding by the term of the lease. In accordance with ARC, the lease rate is based on market rates that were defined in the third party report prepared by AREA Real Estate Appraisals Inc., filed in EB-2009-040. The lease rate is not based on actual costs incurred by GLPL.

Interrogatory 26 – Shared Services – Fiber Optic System

Reference

Ref: (a) Exh. 4/Tab 2/Sch. 4/p. 4/lines 7 – 12

Questions

a) Please provide the cost basis and the details of the calculation to justify the added depreciation costs of $35,000 (plus inflation) in each of 2013 and 2014.

Response

The incremental depreciation of $36k in each 2013 and 2014 is a result of capital additions being made to the fibre optic system in mid 2013. The capital addition is forecast to be in the amount of $2.15M, with a useful life of 10 years. GLPT will be responsible for one third of the depreciation of the new assets.

b) Please a copy of the Agreement and identify the sections of the Agreement between GLPL and GLPT that justify increasing the O&M costs by 3.1% successively for each of the two years 2013 and 2014.

Response

Please see attached agreement. GLPT has a contract with GLPL that requires GLPT to pay a percentage of O&M fibre costs. GLPT applied an inflation factor to its entire OM&A baseline. The inflation factor used was 3.1%. GLPT believes that O&M Fibre costs incurred are subject to inflation in the same fashion as other costs that GLPT incurs.

Interrogatory 27 – Shared Services – Fiber Optic System

Reference

Ref: (a) Exh. 4/Tab 2/Sch. 4/p. 5/lines 4 – 11

Preamble

At Ref.(a), it is indicated that the annual revenue that GLPT will receive for this pole rental in the test years is estimated to be $35,200 for each of 2013 and 2014. Because this represents a fibre optic cost for GLPL, 41% of the $35,200 is billed back from GLPL to GLPT in accordance with the fibre optic agreement. Therefore, GLPT's annual net benefit is reduced by 41%, leaving a total of $20,800. This net benefit is captured as net rent from electric property in Exhibit 3, Tab 1, Schedule 2 of this Application, but for illustrative purposes has also been included in *Table 4-2-4 A* as an offset to the Fibre Optic System's operating costs in each year displayed in the table.

Question

a) Please show where in Table 4-2-4 A is the amount of $20,800 is shown as an offset.

Response

The $20,800 net benefit is captured as a reduction in the Operations & Maintenance figure under Fibre Optic Licence.

Interrogatory 28 – Shared Services – Radio Systems

Reference

Ref: (a) Exh. 4/Tab 2/Sch. 4/ p. 6/lines 4 – 8
Ref: (b) Exh. 4/Tab 2/Sch. 4/p. 2 Table 4-2-4 A Current Shared Services
Ref: (c) Exh 3/Tab 1/Sch. 2/Table 3-1-2 A – Summary of Other Income

Preamble

At Ref. (a), it is stated that:

> "GLPL pays GLPT a licence fee which is cost based and based on the percentage of radios in use on the overall system. The total annual depreciation cost for the radio system is approximately $13,000, of which approximately half is passed on to GLPL. In addition, approximately $50,000 in operating and maintenance costs are incurred at radio tower sites, of which half again is passed on to GLPL."

At Ref.(b) In Table 4-2-4 A the costs to GLPT for "Radio System Costs", shows amounts of $32,000 in 2013 and $33,000 for 2014, however the amounts considered as revenue from GLPL are not shown at Ref. (c) in Table 3-1-2 A

Question/Request

a) **Please recast Table 3-1-2 A, showing as other income from Radio System Services to GLPL, the same amounts of $32,000 in 2013 and $33,000 in 2014.**

Response

Consistent with GLPT's two prior rate applications (EB-2009-0408 and EB-2010-0291), the radio costs that GLPT collects are treated as an offset to OM&A costs. If GLPT were to recast Table 3-1-2 A, the amount billed would be reflected on line 4210 Net Rent from Electric Property. However, the existing OM&A offset would be removed, thus increasing OM&A by the same amount. Therefore, there would be no impact to GLPT's revenue requirement.

Interrogatory 29 – Corporate Cost Allocation

Reference

Ref: (a) EB-2010-0291/Exh. 10/Tab 2/Sch. 1/GLPT's response to Board staff Interrogatory 9, Question (i), January 7, 2011
Ref: (b) Exh. 4/Tab 2/Sch. 4/Appendix B –Navigant Study, June 13, 2012

Preamble

At Ref (a), GLPT provided the total Corporate Cost Allocation ("CCA") for the two years 2011 and 2012 as follows:

Table 9.2 – CCA charged, by account

USoA Account #	2010 forecast CCA charged	2011 test CCA charged	2012 test CCA charged
5605	$0	$100,000	$200,000
TOTAL	**$0**	**$100,000**	**$200,000**

At Ref (b), the Navigant study indicated that:

- On page 6 Table 3 it is indicated that the Total Allocation of Shared Services to GLPT is $203,558 for 2013, and $209,868 for 2014;
- On page 7 it is indicated that the Executive Oversight Expense to GLPT is $2066,159 for 2013 and $274,410 for 2014.
- The addition of the two components (the Total Allocation of Shared Services to GLPT Plus the Executive Oversight Expense to GLPT) results in a Total CCA of:

  - $469,717 for 2013;

  - $484, 278 for 2014

The total CCA of $469,717 in 2013 represent more than 230 % increase over the CCA level of $200,000 in 2012, followed by another 3.1% increase in the CCA level in 2014 over the CCA level in 2013.

Question

a) **Please comment on the view that the increase in CCA of more than 230 % in 2013 over the CCA level in 2012 is a major burden on GLPT's transmission rate payers to bear.**

Response

GLPT is unclear as to the method of calculating the 230% increase.

GLPT comments that while there is an increase in the cost, it is a true cost to the utility, and is a legitimate cost under the ARC and therefore should be recovered in its entirety.

In addition, as described on page 7 of Exhibit 4, Tab 2, Schedule 1, First Quartile Consulting concluded that GLPT falls significantly below average on a cost per gross asset basis in comparison with its peers.

Interrogatory 30 – Corporate Cost Allocation

Reference

Ref: (a) Exh. 4/Tab 2/Sch. 4/Appendix B –Navigant Study, June 13, 2012/p. 3, Table 1 – Electric Utility Group Corporate Budget

Preamble

At Ref (a) it is stated that:

Navigant was provided the budget for the Electric Utility Group of Brookfield for the years 2013 and 2014. Table 1 below details this information.

Table 1 - Electric Utility Group Corporate Budget

Expense Category	2013 Budget	2014 Budget
Information Technology	$18,558	$19,133
Equity Resourcing	$111,348	$114,800
Tax	$37,116	$38,267
Human Resources	$18,558	$19,133
Finance	$1,135,425	$1,170,623
sub-total	$1,321,005	$1,361,956
Executive Oversight	$1,485,706	$1,531,763
Total	$2,806,711	$2,893,719

Question

a) **Please provide the documents, and justification to support the budgets basis for the 2013 and 2014 listed on the noted Table 1.**

Response

Please see the table below. While the table was prepared in $USD, GLPT assumed an exchange rate of $1USD = $1CDN.

1

Brookfield

Utilities Budget
($USD)

Description		FISCAL 2013 Annual	FISCAL 2014 Annual
Salaries		927,900	956,665
Benefits		231,975	239,166
Variable Compensation		211,355	217,907
Senior Mgmt		1,005,539	1,036,711
Training		18,558	19,133
Conference		13,609	14,031
Professional Affiliations		6,805	7,016
Telecom-Telephone		9,279	9,567
Professional Services		185,580	191,333
Vehicle Repairs		2,474	2,551
Company Vehicles		20,620	21,259
Travel		105,162	108,422
Meals		12,619	13,011
Other Office Expense		45,468	46,877
Office Supplies		9,767	10,070
	Total	**2,806,711**	**2,893,719**

2

3

Interrogatory 31 – Corporate Cost Allocation

Reference

Ref: (a) Exh. 4/Tab 2/Sch. 4/Appendix B –Navigant Study, June 13, 2012/pp. 10-11 – Appendix A Corporate Structure Brookfield

Ref: (b) Exh. 4/Tab 2/Sch. 4/Appendix B –Navigant Study, June 13, 2012/p. 21 – Table 3 Allocation of Shared Services Costs to GLPT

Preamble

At Ref (a) a listing of five companies is provided with a narrative describing the assets for each. The following companies comprise the "Brookfield Electric Utility Group":

- Great Lakes Power Transmission
- Gross-Sound Cable Company, LLC
- Transelec
- Wind Energy Transmission of Texas
- EBSA, Colombia

At Ref (b) the percentage allocation to GLPT is shown in Table 3 and reproduced below for convenience:

Table 3 provides a summary of the allocator and percentage, as well as the resulting Shared Service allocation amount to GLPT by function for 2013 and 2014.

Table 3 - Allocation of Shared Service Costs to GLPT

Category	Allocator	Percentage Allocation to GLPT	2013 Allocated Corporate Shared Service Costs to GLPT	2014 Allocated Corporate Shared Service Costs to GLPT
Information Technology	Revenue	13	$2,354	$2,427
Equity Resourcing	Revenue	13	$14,124	$14,562
Tax	Assets	16	$5,875	$6,057
Human Resources	Employees	8	$1,474	$1,520
Finance	Assets	16	$179,730	$185,302
Total			$203,558	$209,868

Questions[3]

a) Please produce five new Tables, one for each of the five Corporate Shared Services (shown at Ref (b), Table 3, and reproduced above), where in each Table, the percentages and amounts allocated for 2013 and 2014 are shown for each of the five companies listed at Ref (a) (and listed in the preamble above).

Response

Transelec

Expense Category	2013 Budget	2014 Budget
Information Technology	$ -	$ -
Equity Resourcing	$ -	$ -
Tax	$ -	$ -
Human Resources	$ -	$ -
Finance	$ -	$ -
Sub-total	$ -	$ -
Executive Oversight	$ 148,571	$ 274,410
Total	**$ 148,571**	**$ 274,410**

GLPT

Expense Category	2013 Budget	2014 Budget
Information Technology	$ 2,354	$ 2,427
Equity Resourcing	$ 14,124	$ 14,562
Tax	$ 5,875	$ 6,057
Human Resources	$ 1,474	$ 1,520
Finance	$ 179,730	$ 185,302
Sub-total	$ 203,558	$ 209,868
Executive Oversight	$ 266,159	$ 274,410
Total	**$ 469,717**	**$ 484,278**

WETT

Expense Category	2013 Budget	2014 Budget
Information Technology	$ 3,270	$ 3,371
Equity Resourcing	$ 19,617	$ 20,225
Tax	$ 9,579	$ 9,876
Human Resources	$ 369	$ 380
Finance	$ 293,038	$ 302,122
Sub-total	$ 325,873	$ 335,975
Executive Oversight	$ 340,291	$ 350,840
Total	**$ 666,164**	**$ 686,815**

[3] In preparing the responses to this Board staff interrogatory 31, GLPT has consulted with Navigant Consulting.

CSC

Expense Category	2013 Budget	2014 Budget
Information Technology	$ 1,491	$ 1,537
Equity Resourcing	$ 8,946	$ 9,223
Tax	$ 5,058	$ 5,215
Human Resources	$ 295	$ 304
Finance	$ 154,724	$ 159,521
Sub-total	$ 170,513	$ 175,799
Executive Oversight	$ 249,799	$ 257,543
Total	**$ 420,312**	**$ 433,342**

EBSA

Expense Category	2013 Budget	2014 Budget
Information Technology	$ 11,443	$ 11,798
Equity Resourcing	$ 68,661	$ 70,789
Tax	$ 16,604	$ 17,119
Human Resources	$ 16,421	$ 16,930
Finance	$ 507,933	$ 523,679
Sub-total	$ 621,061	$ 640,314
Executive Oversight	$ 480,886	$ 495,794
Total	**$ 1,101,948**	**$ 1,136,108**

b) With each of the Tables please provide the details of the calculations leading to the allocated percentages for each of five companies.

Response:

Allocation Basis	Line	$ Millions Transelec	GLPT	WETT	CSC	EBSA	Total
Ownership Percentage by Brookfield	A	18%	100%	50%	100%	100%	
Management Oversight(1), or Board only (0)	B	0	1	1	1	1	
Revenue							
Total Gross Revenue	C	$ 398	$ 36	$ 100	$ 23	$ 175	$ 732
Adjusted for Ownership and Management	= A x B x C	$ -	$ 36	$ 50	$ 23	$ 175	$ 284
Revenue Allocator		0%	**13%**	18%	8%	62%	100%
Assets							
Total Gross Assets	D	$ 4,998	$ 230	$ 750	$ 198	$ 650	$ 6,826
Adjusted for Ownership and Management	= A x B x D	$ -	$ 230	$ 375	$ 198	$ 650	$ 1,453
Asset Allocator		0%	**16%**	26%	14%	45%	100%
Employees							
Total Employees	E	$ 475	$ 50	$ 25	$ 10	$ 557	$ 1,117
Adjusted for Ownership and Management	= A x B x E	$ -	$ 50	$ 13	$ 10	$ 557	$ 630
Employee Allocator		0%	**8%**	2%	2%	88%	100%

c) At Ref (a), related to the Cross Sound Cable, were the amounts allocated in 2013 and 2014 to that company for the five Corporate Shared Services been reviewed by US Federal Energy Regulatory Commission ("US FERC")? If not please indicate what amounts for these five Corporate Shared services for the Cross Sound Cable and for which years have the US FERC reviewed and approved such amounts.

Response

The amounts allocated to Cross Sound Cable in 2013 and 2014 for the five Corporate Shared Services have not been reviewed by US Federal Energy Regulatory Commission. Cross Sound Cable was acquired by Brookfield in late 2011; as such no amounts have been reviewed.

d) At Ref.(a), related to the Transelec, please indicate the name of the Regulatory Authority that approves the transmission rates Transelec. Did that Regulatory Authority review and approve the amounts allocated in 2013 and 2014 to Transelec for the noted five Corporate Shared Services? If not did that Regulatory Authority review these five Corporate Shared services for Transelec and what were the amounts approved and for which years?

Response

The regulatory body for Transelec is Centro De Despacho Economico de Carga (CDEC). The regulatory authority has not reviewed or approved the regulatory amounts allocated in 2013 and 2014 to Transelec for the noted five Corporate Shared Services. GLPT's understanding is the regulatory framework under which Transelec is regulated does not require full cost of service applications.

e) Was construction of WEIT granted by the Public Utility Commission of Texas? If so, please indicate when WEIT is expected to file its first rate application for its transmission services.

Response

WETT construction was granted by the Public Utility Commission of Texas. WETT filed its first rate application in August 2012.

f) At Ref.(a), related to EBSA please indicate the name of the Regulatory Authority that approves EBSA's distribution rates Tran. Did that Regulatory Authority review and approve the amounts allocated in 2013 and 2014 to EBSA for the noted five Corporate Shared Services? If not did that Regulatory Authority review these five Corporate Shared services for EBSA and what were the amounts approved and for which years?

Response

The regulatory body for EBSA is The Regulatory Commission For Gas and Energy (CREG). The regulatory authority has not reviewed or approved the regulatory amounts allocated in 2013 and 2014 to EBSA for the noted five Corporate Shared Services. GLPT's understanding is the regulatory framework under which EBSA is regulated does not require full cost of service applications.

Interrogatory 32– Corporate Cost Allocation

Reference

Ref: (a) Exh. 4/Tab 2/Sch. 4/Appendix B –Navigant Study, June 13, 2012/p. 7 – Approaches to Allocate Executive Oversight Expense to GLPT

Preamble

At Ref (a) it is indicated in the noted report that the Electric Utility Group budgeted cost for this function for is $1,485, 706 in 2013 and $1,531,763 in 2014.

The Report further indicated that:

- Certain minimum level of effort is required by Brookfield regardless of the size of the investment labeled as the Fixed Executive Oversight, which includes activities such as quarterly reporting, monthly meetings, policy development and initiatives, equity market communications and other reporting related responsibilities. Navigant estimates that 50% of the Executive Oversight Expenses ($742,853 in 2013, $765,882 in 2014) are Fixed Executive Oversight.

- The balance of the Executive Oversight Expenses, labeled *Variable Executive Oversight*, is for costs driven by the size of the investment and whether or not Brookfield takes an active role in the day-today management or is relegated to the role of a shareholder. The second step in the process is to allocate these two expense categories to each member of the Electric Utility Group.

Questions[4]

a) Did Navigant apply or is aware of a similar approach to the Fixed/Variable approach proposed at Ref. (a), to allocate Executive Oversight Expenses for any group of companies that has a similar corporate structure and relationship of the Electric Utility Group to the Brookfield Asset Management (BAM)? If so please file such information.

Response

Navigant is not aware of a similar approach for any group of companies. While Navigant is not aware of a similar approach for other groups of companies, Navigant believes the study is appropriate for GLPT, reflects GLPT's unique business practices (autonomous vs. centralized) and encompasses the past practices of the OEB.

[4] In preparing the responses to this Board staff interrogatory 31, GLPT has consulted with Navigant Consulting.

To determine the approach to allocate Executive Oversight Expense, Navigant reviewed information provided by the Brookfield Electric Utility Group Management team and conducted interviews with GLPT management.

b) Based on 100% Variable Executive Oversight, please recalculate the for each of the following two "Allocator Options", amounts to each of the five members of the "Brookfield Electric Utility Group: For each of the two options below, please show all the ownership adjustments to arrive at the amounts allocated to each of the five companies.

- **Allocator Option 1**

  $1,485, 706 in 2013 and $1,531,763 in 2014 are allocated based upon assets and adjusted for ownership interest. .

- **Allocator Option 2**

  $1,485, 706 in 2013 and $1,531,763 in 2014 are allocated based upon Revenue and adjusted for ownership interest.

Response

2013:

Asset Allocation Approach	Transelec	GLPT	WETT	CSC	EBSA	Total
Executive Oversight - 2013						$ 1,485,706
Allocation	0%	16%	26%	14%	45%	100%
Executive Oversight Sub-total	**$ -**	**$ 235,177**	**$ 383,441**	**$ 202,457**	**$ 664,631**	**$ 1,485,706**

Revenue Allocation Approach	Transelec	GLPT	WETT	CSC	EBSA	Total
Executive Oversight - 2013						$ 1,485,706
Allocation	0%	13%	18%	8%	62%	100%
Executive Oversight Sub-total	**$ -**	**$ 188,462**	**$ 261,752**	**$ 119,359**	**$ 916,133**	**$ 1,485,706**

2014:

Asset Allocation Approach	Transelec	GLPT	WETT	CSC	EBSA	Total
Executive Oversight - 2014						$ 1,531,763
Allocation	0%	16%	26%	14%	45%	100%
Executive Oversight Sub-total	**$ -**	**$ 242,468**	**$ 395,328**	**$ 208,733**	**$ 685,235**	**$ 1,531,763**

Revenue Allocation Approach						
Executive Oversight - 2014						$ 1,531,763
Allocation	0%	13%	18%	8%	62%	100%
Executive Oversight Sub-total	**$ -**	**$ 194,304**	**$ 269,867**	**$ 123,059**	**$ 944,533**	**$ 1,531,763**

Interrogatory 33 – Corporate Cost Allocation

Reference

Ref: (a) Exh. 4/Tab 2/Sch. 4/Appendix B –Navigant Study, June 13, 2012/p. 8 – Benchmarking of Results to Other Ontario Utilities

Preamble

At Ref. (a) it is stated that:

> "Navigant benchmarked the Corporate Shared Services of other electric utilities in Ontario who are privately held. The utilities in the sample included:
>
> 1. Algoma Power Inc.;
> 2. CNPI - Eastern Ontario Power;
> 3. CNPI - Port Colborne;
> 4. CNPI - Fort Erie;
> 5. CNPI-Transmission.
>
> The benchmarking analysis compared the level of Corporate Shared Services cost allocated to each utility to the total revenue requirement approved by the OEB in that utility's last rate request. Table 4 below summarizes our findings:"

Table 4 - Benchmarking of Corporate Shared Service Costs Transferred to Ontario Electric Utilities

Utility	OEB Docket No.	Corporate Shared Service Costs	Total Revenue Requirement	Corporate Shared Service Costs as a Percentage of the Revenue Requirement
Algoma Power Inc.	EB-2009-0278	$428,538	$20,452,136	2.10%
CNPI – Eastern Ontario Power	EB-2008-0222	$99,000	$2,359,136	2.80%
CNPI – Port Colborne	EB-2008-0224	$199,000	$5,969,947	3.30%
CNPI – Fort Erie	EB-2008-0223	$346,000	$9,827,418	3.50%
CNPI - Transmission	EB-2011-2068	$454,444	$4,612,444	9.90%
Average of Peers		$1,526,982	$43,221,684	3.53%
Great Lakes Power Transmission	2013 Budget	$469,717	$35,247,807	1.33%

Great Lakes Power Transmission is requesting a level of Corporate Shared Service costs which is less than one-half the weighted average of the other utilities. Furthermore, the percentage level of Corporate Shared Service costs requested by GLPT is the lowest of the peer group.

Questions[5]

a) Please confirm that the five companies listed above as a peer group for benchmarking are affiliate of one another and partly or wholly owned Fortis Ontario Inc.

Response

Confirmed.

b) Please provide details in regard to the Corporate Services provided by Fortis Ontario Inc. to each of the 5 companies listed above, making sure to differentiate between "Executive Oversight Expenses", and other services such as Information Technology, Human Resources, Finance...etc.

Response

[5] In preparing the responses to this Board staff interrogatory 31, GLPT has consulted with Navigant Consulting.

The details requested can be found in the attached excerpt from Algoma Power Inc's interrogatory responses in EB-2009-0278. Algoma Power Inc provided these particular details in response to Board staff interrogatory 36 in that proceeding.

All of the costs provided for benchmarking in the Navigant report (with the exception described in GLPT's response to SEC Interrogatory #9) relate to corporate services provided by Fortis Ontario or Fortis Inc., and do not include other cost components such as Finance, Information Technology, Human Resources, Regulatory, Buildings or Health, Safety & Environment. These other cost components are provided by an affiliate, but are not considered to be "corporate services". If these other costs were included in the analysis, the affiliate costs as a percentage of revenue requirement would increase for all of the comparators in the analysis.

c) Please comment on the rationale for the Navigant report in choosing one parent company such as Fortis Ontario Inc. and its 5 affiliates as a peer group for benchmarking purposes, instead of a larger peer group, of say six parent companies which are investor owned utilities operating in North America, and each has a number of affiliates

Response

The purpose of the benchmarking study was to provide a high-level "reality check" of the results from the corporate cost allocation analysis. Navigant's view is that the most meaningful comparison is to a utility that operates in similar circumstances i.e. it is regulated by the OEB and that it is investor and not municipally owned. For these reasons Navigant's view is that Fortis Ontario provides a suitable comparison for a high level "reality check" of the corporate cost allocation.

III. RATE BASE AND CAPITAL INVESTMENTS

Interrogatory 34 – IFRS – Capitalization Policy

Reference

Ref: (a) Exh.2/Tab 1/Sch. 1/p. 22
Ref: (b) IAS 16; June 28, 2012
Ref: (c) OEB's Ch. 2 of the Filing Requirements for Electricity

Transmission & Distribution Applications, S2.5.2.2

Preamble

The 2013 COS filing requirements prescribes that the applicant must provide its capitalization policy including changes to that policy since the last rebasing application filed with the Board.

Board staff notes that GLPT has developed some changes to its capitalization practices.

Questions

a) In addition, if the applicant has changed its capitalization policy since the last rebasing application, regardless of whether the applicant has filed the application under MIFRS, USGAAP, or an alternate accounting standard, the applicant must explain the reason for these changes and whether they are a result of adhering to the IFRS capitalization accounting requirements. The changes must be identified, (e.g. capitalization of indirect costs, etc.) and the causes of the changes must also be identified.

Response

The capitalization procedure for 2012 (prior to the change over date of January 1, 2013 to IFRS) remains the same as the capitalization procedure in the last rebasing application. Subsequent to the change over date of January 1, 2013, GLPT's capitalization procedure will change as a result of adopting IFRS. The changes include the following: (i) training costs will no longer be capitalized, and (ii) the borrowing cost capitalization rate will be adjusted to the actual rate of interest on debts. These changes arise as a result of the adoption of IFRS, and are described in more detail at Exhibit 1, Tab 2, Schedule 3. Please refer to GLPT's response to Board Staff interrogatory 2(a).

b) Please provide GLPT's formal capitalization policy under IFRS if GLPT has developed such a policy.

Response

Please refer to GLPT's response to Board staff interrogatory 2(a).

Interrogatory 35 – IFRS – Fixed Asset Continuity Schedule

Reference

Ref: (a) Exh.2/Tab 2/Sch. 1/pp. 4 – 9

Preamble

In the Fixed Asset Continuity Schedules in E2T2S1PP4 TO 9 for both CGAAP & MIFRS for 2010 to 2014, GLPT showed two lines dedicated to Account 1715, Station Equipment. The 2nd line at the bottom left of the Fixed Asset Continuity schedules showed negative opening cost balance with additions in accumulated depreciation.

Questions

a) Please explain the nature of the transactions in Account 1715 found in the 2nd line at the bottom left of Fixed Asset Continuity schedules for both CGAAP & MIFRS for 2010 to 2014.

Response

The second to last line on the Fixed Asset Continuity schedule (account 1715) is an asset that was not included in rate base as a part of the Board-approved settlement agreement in rate application EB-2005-0241. This asset remains as a part of GLPT's PP&E but is not included in GLPT's rate base.

b) Please confirm if GLPT has any contributions and grants.

Response

GLPT has no contributions and grants.

c) If the answer in part (ii) is "yes", update all related evidence showing the contributions and grants.

Response

Not applicable.

Interrogatory 36 – IFRS – Capitalization Policy

Reference

Ref: (a) Exh.2/Tab 1/Sch. 1/p. 22
Ref: (b) IAS 16; June 28, 2012
Ref: (c) OEB's Ch. 2 of the Filing Requirements for Electricity Transmission & Distribution Applications, S2.5.2.2

Preamble

The 2013 COS filing requirements prescribes that the applicant must provide its capitalization policy including changes to that policy since the last rebasing application filed with the Board.

Board staff notes that GLPT has developed some changes to its capitalization practices.

Questions

a) In addition, if the applicant has changed its capitalization policy since the last rebasing application, regardless of whether the applicant has filed the application under MIFRS, USGAAP, or an alternate accounting standard, the applicant must explain the reason for these changes and whether they are a result of adhering to the IFRS capitalization accounting requirements. The changes must be identified, (e.g. capitalization of indirect costs, etc.) and the causes of the changes must also be identified.

Response

Please refer to GLPT's response to Board staff interrogatory 34(a).

b) Please provide GLPT's formal capitalization policy under IFRS if GLPT has developed such a policy.

Response

Please refer to GLPT's response to Board staff interrogatory 34(b).

Interrogatory 37 – IFRS – Fixed Asset Continuity Schedule

Reference

Ref: (a) Exh.2/Tab 2/Sch. 1/pp. 4 - 9

Preamble

In the Fixed Asset Continuity Schedules in E2T2S1PP4 TO 9 for both CGAAP & MIFRS for 2010 to 2014, GLPT showed two lines dedicated to Account 1715, Station Equipment. The 2nd line at the bottom left of the Fixed Asset Continuity schedules showed negative opening cost balance with additions in accumulated depreciation.

Questions:

a) Please explain the nature of the transactions in Account 1715 found in the 2nd line at the bottom left of Fixed Asset Continuity schedules for both CGAAP & MIFRS for 2010 to 2014.

Response

Please refer to GLPT's response to Board staff interrogatory 35(a).

b) Please confirm if GLPT has any contributions and grants.

Response

Please refer to GLPT's response to Board staff interrogatory 35(b).

c) If the answer in part (ii) is "yes", update all related evidence showing the contributions and grants.

Response

Please refer to GLPT's response to Board staff interrogatory 35(c).

Interrogatory 38 – 2013 Capital Expenditures

Reference

Ref: (a) Exh. 2/Tab 1/Sch. 1/pp.4 – 6 / Algoma Lines Wood Structure Replacements - $1,710,400

Preamble

Ref (a) indicates that a number of wood pole structures will be replaced with steel or fibreglass poles with steel arms and epoxy insulators at a marginally higher cost and that this would and that this would increase the useful life of the lines and reduce maintenance costs.

Questions/Requests

a) Please provide the estimated cost of this project if wood pole structures were used instead of steel or fibreglass structures and an explanation of the differences in cost and in useful life of the lines.

Response

GLPT has provided the following chart with demonstrates the wood versus composite comparison for a 1 pole structure.

Wood vs Composite Cost Difference for 1-Pole Structure			
	Wood (95')	**Composite (95')**	**Difference**
Labour (drill & assemble)	100.00	350.00	250.00
Material (cost to purchase)	5,300.00	10,300.00	5,000.00
Total	5,400.00	10,650.00	5,250.00

Notes:

*2-pole Structure is double the above figures

**Wood and Composite are similar in installation time and equipment used, therefore no need to make further comparisons

The advantages of composite (fiberglass) poles are:

They are not affected by ground rot, ants, woodpecker holes which are GLPT's major issues.

The composite has additional advantage over steel since they will not rust, which is a factor since these poles are close to a salted city road.

The UV protected composite pole will not corrode.

- Long term maintenance advantages are as follows:

- No intermediate maintenance required, (i.e., wood pecker patching), butt treatments, insecticide treatments, or pole testing to determine integrity.

- Environmentally fibre glass does not leach any chemicals into the surrounding soils

- Composite poles are rated for 60 years (same as steel) while wood is rated for 45 years.

Interrogatory 39– 2013 Capital Expenditures

Reference

Ref: (a) EB-2010-0291/Exh. 10/Tab 2/Sch. 1/pp.46 / Interrogatory Responses
Ref: (b) Exh. 2/Tab 1/Sch. 1/pp.7-9 / Master SCADA System Replacement - $886,000

Preamble

Ref (a) indicates that GLPT anticipates that the total estimated cost of to the Master SCADA System Replacement will be in the range of $4,300,000 of which $3,818,500 reflects the rate base addition in 2012 leaving $481,500 to be incurred in 3013. Ref (b) indicates that the cost to be incurred in 2013 for this project is $886, 000.

Questions/Requests:

a) Please provide the currently estimated cost of the Master SCADA System Replacement to be incurred in 2012 and in 2013.

Response

As planned, the total to be incurred as of 2012 will be $3,818,500. The total expected to be incurred in 2013 will be $886,000.

b) If the total of the 2012 and 2013 expenditures in (a) exceeds $4,300,000, please explain the difference.

Response

The total SCADA budget will be $4,704,500. At the time the EB-2010-0291 rate application was filed, a preliminary estimate was established for anticipated spending for 2013, outlining the expected scope of work along with an estimated cost. Upon final selection of the SCADA vendor, a detailed estimate was completed. The increase in costs is related to GLPT refining its 2013 cost estimate, and is not related to a change in scope or timing of the project.

Interrogatory 40– 2013 Capital Expenditures

Reference

Ref: (a) Exh. 2/Tab 1/Sch. 1/pp.9-11/Watson TS Oil Containment Modifications - $249,000

Preamble:

Ref (a) indicates that the existing oil containments at Watson TS were engineered to applicable standards and installed in 1997 and that recent testing indicates that the existing containments will leak in the event of a transformer failure.

Questions

a) Please provide a summary of the condition of the existing oil containments at other GLPT transformer stations including any testing being carried out or planned.

Response

Oil Containments within GLPT's transmission stations are of varying vintages and thus are not all constructed equally. The containments were engineered and constructed based on standards that were in place at the time. Moving forward GLPT has a standard solution which will be applied to all new installations. No specific testing of containments is planned at this time.

b) Please provide a schedule and approximate year by year costs of any further oil containment work anticipated.

Response

At this time GLPT's schedule for Oil Containments is as follows:

2013 - Watson T.S. ($249,000)
2014 - Andrews T.S. ($50,000)
2015 - Third Line T.S. ($250,000)

Interrogatory 41– 2014 Capital Expenditures

Reference

Ref: (a) Exh. 2/Tab 1/Sch. 1/pp.11 / Algoma Lines Wood Structure Replacements - $3,183,500
Ref: (b) Exh. 2/Tab 1/Sch. 1/pp.4 - 6 / Algoma Lines Wood Structure Replacements - $1,710,400

Preamble

Ref (a) indicates that in 2014, GLPT is forecasting to replace 16 tangent structures and 2 dead end structures with a total cost of $3,183,500 to be added to rate base in the year. Ref (b) indicates that in 2013, GLPT is forecasting to replace 12 tangent structures and 1 dead end structure with a total cost of $1,710,400 to be added to rate base in the year.

Questions/Requests

a) Please explain the seemingly large difference in estimated costs between the work proposed for 2013 and that proposed for 2014 based on the number of structures being replaced.

Response

Upon review of the 2014 Structure replacement program and the program description submitted, an oversight has been identified in the number of structures planned for replacement. The description for 2014 should have identified a total of 27 structures to be replaced; 11 Tangent Structures, 2 Dead End Structures, and 14 standard Structures. These poles have varying degrees of degradation, both visible and hidden, at or below ground line.

Accounting for the additional (9) structures not identified in the original description for 2014 aligns the estimated cost of work with that of 2013.

Interrogatory 42– Previously Approved Capital Projects

Reference

Ref: (a) Exh. 2/Tab 1/Sch. 1/pp.12-22 / Previously Approved Capital Projects

Preamble

Page 12 of Ref (a) indicates that the overall spending for 2010 to 2012 is

$3,921,500 higher than the previously approved spending, representing incremental spending of approximately 9.4% over the approved amount and that GLPT is seeking the incremental spending of $3,921,500 to be incorporated in the calculation of rate base for 2013 and 2014.

Questions/Requests:

a) **Page 17 of Ref (a) states that an incremental capital expenditure of $318,000 is needed for a Fibre Optic Upgrade that was not part of the initial scope or budget of the Third Line Redevelopment Project. Please explain why the existing fibre optic cable locations would no longer be available.**

Response

The fiber optic cable location would no longer be available due to the replacement of egress structures and the physical relocation of the station. Specifically, the fiber optic cable could not have remained in its original location due to the fact that the structures that the cables were attached to were physically removed to facilitate connection of the circuits into the new station.

b) **Pages 17 & 18 of Ref (a) indicate that a previously approved 2012 capital expenditure of $489,000 for the Goulais TS Civil Refurbishment project will be deferred to a future year but GLPT did not reduce spending for 2012 on an overall envelope basis. Please explain why GLPT did not reduce spending for 2012 on an overall envelope basis.**

Response

In keeping with good utility practice, GLPT reallocated the $489,000 related to the deferral of the Goulais TS Civil Refurbishment to other capital projects. A listing of GLPT's 2012 capital spending can be found in Table 2-1-1D of the pre-filed evidence. As noted in the pre-filed evidence the $489,000 was reallocated to partially offset the costs related to the Third Line Redevelopment project and the Algoma Line Structure Replacement.

c) **Page 19 of Ref (a) indicates that a previously approved 2012 capital expenditure of $387,900 for the Work Management System Conversion project will be deferred to**

a future year but GLPT did not reduce spending for 2012 on an overall envelope basis. Please explain why GLPT did not reduce spending for 2012 on an overall envelope basis.

Response

In keeping with good utility practice, GLPT reallocated the $387,900 related to the deferral of the Work Management System Conversion to other capital projects. A listing of GLPT's 2012 capital spending can be found in Table 2-1-1D of the pre-filed evidence. As noted in the pre-filed evidence the $387,900 was reallocated to partially offset the costs related to the Third Line Redevelopment project and the Algoma Line Structure Replacement.

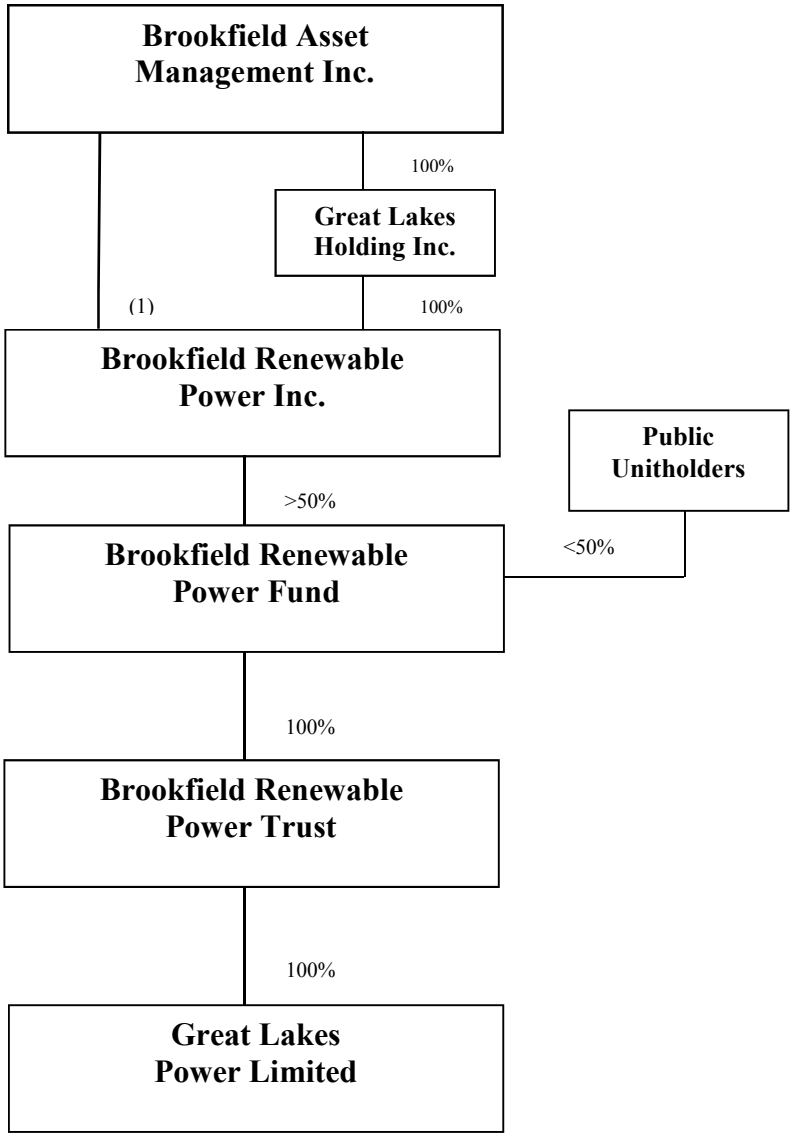
d) Page 21 of Ref (a) indicates that GLPT was required to pay a land transfer tax amount of $1,450,000 in 2011 because GLPT and GLPL had ceased to be affiliates of one another for the purposes of the *Land Transfer Tax Act*. Please provide an explanation with appropriate organizational charts which demonstrate that the entities having control over GLPT do not have control over GLPL.

Response

Brookfield Asset Management Inc. (BAM) sold down its interest in Brookfield Renewable Power Fund (BRPF) below 50% around July 2010, from which time public unitholders have held more than 50% of the outstanding units in BRPF. When BAM sold down its interest in the Fund below 50%, GLPL and GLPT ceased to be affiliates because, for land transfer tax purposes, BAM no longer had control over GLPL even though it continued to have control over GLPT.

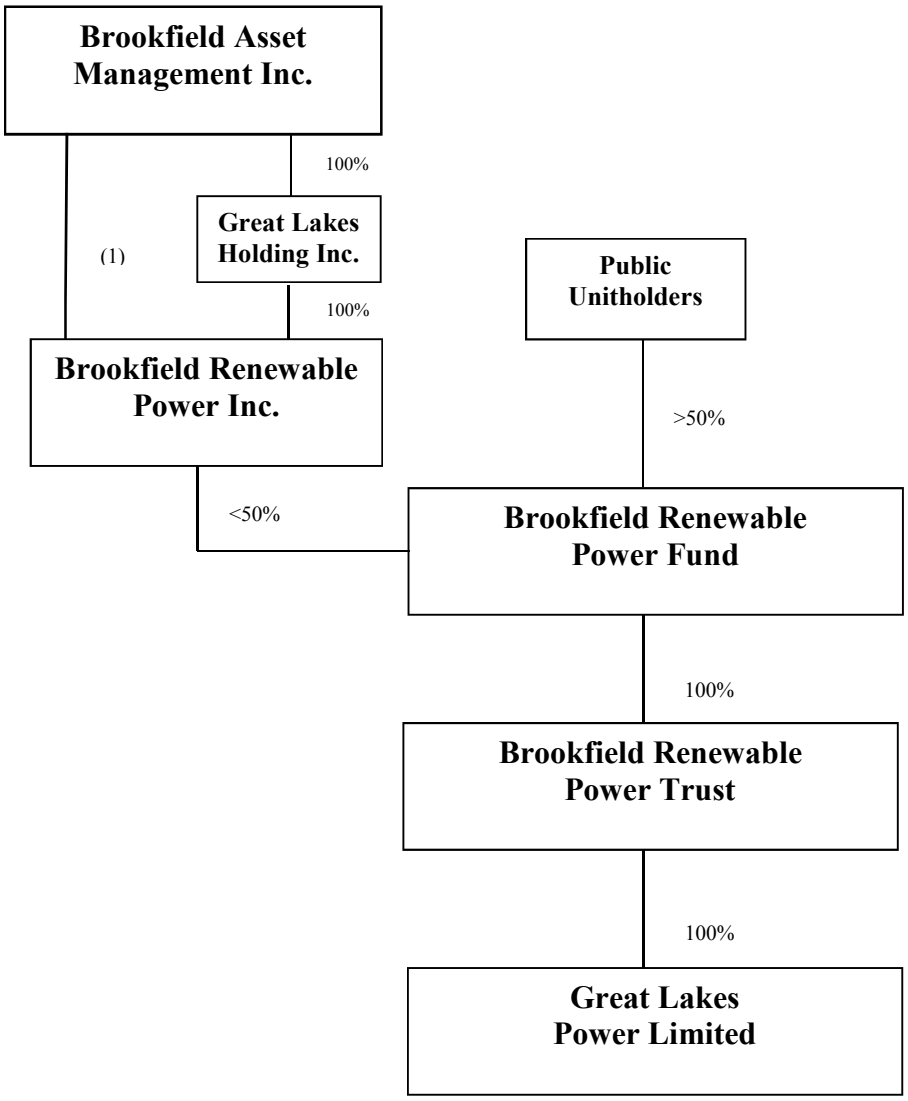
The organizational charts below show BAM's loss of control of GLPL around July 2010 for land transfer tax purposes. For an organizational chart showing BAM's continued control of GLPT, please see Exhibit 1, Tab 1, Schedule 12, Appendix B.

Organizational Chart Showing BAM's Control of GLPL for Land Transfer Tax Purposes Prior to July 2010



(1) BAM owns Class B Preference Shares of BRPI

Organizational Chart Showing BAM's Loss of Control of GLPL for Land Transfer Tax Purposes After July 2010



(1) BAM owns Class B Preference Shares of BRPI

Interrogatory 43 – Rate Base –Working Capital

Reference

Ref: (a) Exh. 2/Tab 4/Sch. 1/Table 2-4-1 A
Ref. (b) Exh. 1/Tab 1/Sch. 8/Appendix A – Settlement Agreement, January 21, 2011 (EB-2010-0291), page 11
Ref. (c) Exh. 4/Tab 1/Sch. 1/Table 4-1-1 A

Preamble

A summary of the working for GLPT is shown in the Table below for Bridge and the two Test Years 2013 and 2014

	2011 $000's	**2012 $000's**	**2013 Proposed $000's**	**2014 Proposed $000's**
OM&A [Ref. (c)]	9,325.6 (Actual)	9,456.6 (Forecast)	10,715.7	11,173.4
Working Capital **("WC")** [Ref. (a) & Ref.(b)]	371.1	263.8	89.6	109.4
Materials and Supplies **("M&S")** [Ref. (a) & Ref.(b)]	250.0	250.0	350.0	350.0
Total [WC + M&S]	621.1	513.8	439.6	459.4
Percent of (WC + M&S) of OM&A	6.7%	5.4%	4.1%	4.1%

The decrease in working capital from the levels in 2011 and 2012 is consistent with the evidence which indicates that the level of investment in development projects are decreasing substantially in the two test years 2013 and 2014. This is largely attributable to completion of the Third Line TS 115 kV Redevelopment Project.

There is no detailed explanation to the increase in Materials and Supplies from the $250,000 in 2011 and in 2012 to the $350,000 in each of the two test years 2014 and 2015. The only explanation for the increase is found at Ref (a), page 4, where GLPT states that "The increase in inventory is related to stocking of additional parts related primarily to poles, structures and line assets."

The table above shows that percentage of Working Capital plus Materials and Supplies to the OM&A in the Test Years 2013 and 2014 appear reasonable. However this is premised on the assumption that the proposed OM&A levels for these two years are justified. To the extent that the OM&A levels would be reduced, the percentages shown would be increased.

Questions:

a) Please explain in details the need for the stocking of the additional parts in the test period, identifying:

(i) Additional amounts of stocked system element over the 2012 levels (poles, transformers, etc...).

(ii) The price per unit of items identified in a.

(iii)The maintenance program that requires that increase.

Response

GLPT plans to buy one breaker and two relays by the end of 2012 to put into inventory. The breaker will cost approximately $80,000 and each relay approximately $10,000. There is no specific maintenance program that requires these purchases. Rather, they are proactive steps taken by GLPT to ensure reliability.

b) Please explain if there is a relationship between the level of transmission system assets in service and the level of materials and supplies inventory proposed.

Response

GLPT believes there is a relationship between level of assets in service and the level of materials and inventory amounts referred to in the Preamble. GLPT believes it is reasonable for a significantly larger transmitter such as Hydro One Transmission to have a significantly higher inventory balance; however a single entity's inventory balance is not necessarily directly correlated to its level of assets in service (i.e., a 5% increase in assets in service does not necessarily create a need for a corresponding 5% increase in materials and inventory).

c) Please provide any available comparisons of the level of materials and supplies inventory as related to transmission system assets in service (i.e. consultant's reports, data from other transmitters, etc.)

Response

None are available

d) Please comment on the view that Intuitively, the level of "Materials and Supplies" for 2013 and 2014 should be maintained at the levels of 2011 and 2012, given the much lower investment levels in capital projects, but addressing the expectation that some increase in maintenance activities would occur.

Response

In GLPT's opinion the inventory in question is more closely correlated to the assets in service and planned maintenance schedules. The fact that the capital projects in the test year have decreased have limited impact on the level of inventory.

Please refer to GLPT's response to part (b) of this question for additional information.

IV. REVENUE AND CHARGE DETERMINANT FORECAST

Interrogatory 44 - Transmission Revenue Streams

Reference

Ref: (a) Exh. 8/Tab 1/Sch. 1

Request

a) For the monthly revenues remitted to GLPT for the 12 months of 2011, and for the available months of 2012, please provide the monthly charge determinant by pool, which the IESO provides indicating the actual charge determinant by pool.

Response

Please see the tables below.

2011	Network	Line Connection	Transformation Conn.
January	22,271	20,698	18,258
February	21,555	20,241	17,531
March	20,523	19,347	16,564
April	18,060	17,671	14,893
May	20,958	20,043	16,941
June	22,977	21,900	18,660
July	25,703	24,532	21,165
August	22,142	21,699	18,542
September	21,703	20,845	17,764
October	18,414	17,857	15,092
November	19,806	18,893	16,178
December	20,319	19,617	16,906
	254,431	**243,343**	**208,495**

2012	Network	Line Connection	Transformation Conn.
January	21,617	20,270	17,480
February	19,812	19,350	16,534
March	20,224	19,049	16,176
April	17,897	17,589	14,722
May	21,295	20,587	17,405
June	24,405	23,464	20,213
July	25,094	23,990	20,781
August			
September			
October			
November			
December			
	150,344	**144,298**	**123,310**

Interrogatory 45 - Transmission Revenue Streams

Reference

Ref: (a) Exh. 8/Tab 2/Sch. 1

Request

a) Please compute the transmission revenues available to each transmitter for 2013 and 2014 under the scenario: where the rates are not changed, the Charge Determinant Forecasts for 2013 and 2014 are relied upon, and GLPLT recovers its 2013 and 2014 revenue requirements respectively.

Response

In the case where the UTR are not changed, the total revenue available to all transmitters in the province will not be sufficient to satisfy the revenue requirement of all transmitters. Therefore, if GLPT recovers its full 2013 and 2014 revenue requirements, then the incremental revenues collected by GLPT are unfairly taken from the revenues to be shared among the other three transmitters. The net result for 2013 and 2014 is as follows:

	2013 Calculated	2013 Proposed	Variance
FNEI	6,311,450	6,327,090	(15,640)
CNPI	4,601,042	4,612,444	(11,402)
GLPT	38,697,455	38,697,455	-
H1N	1,381,157,167	1,384,579,773	(3,422,606)
	1,430,767,114	**1,434,216,762**	**(3,449,648)**

	2014 Calculated	2014 Proposed	Variance
FNEI	6,305,960	6,327,090	(21,130)
CNPI	4,597,040	4,612,444	(15,404)
GLPT	39,908,324	39,908,324	-
H1N	1,379,955,790	1,384,579,773	(4,623,983)
	1,430,767,114	**1,435,427,631**	**(4,660,517)**

b) Please compute the revenues allocated to each transmitter for 2013 and 2014 assuming that rates are changed as proposed for 2013 and 2014 respectively, and the Charge Determinants Forecast for 2013 and 2014 are relied upon and that revenues are shared in accordance with the Board approved allocation as of January 1, 2012.[2]

Response

Assuming that UTR rates are changed as proposed for 2013 and 2014, and the charge determinants forecast for 2013 and 2014 are relied upon, and the revenues are shared in accordance with the Board approved allocation as of January 1, 2012, the revenues available to each transmitter are as demonstrated in the tables below, along with a comparison to the revenues proposed by GLPT in the application:

	2013 Calculated	2013 Proposed	Variance
FNEI	6,339,238	6,327,090	12,148
CNPI	4,618,178	4,612,444	5,734
GLPT	35,339,101	38,697,455	(3,358,354)
H1N	1,387,920,245	1,384,579,773	3,340,472
	1,434,216,762	**1,434,216,762**	**0**

	2014 Calculated	2014 Proposed	Variance
FNEI	6,344,590	6,327,090	17,500
CNPI	4,622,077	4,612,444	9,633
GLPT	35,368,937	39,908,324	(4,539,387)
H1N	1,389,092,027	1,384,579,773	4,512,254
	1,435,427,631	**1,435,427,631**	**(0)**

Assuming there are no variances from the charge determinant forecast, Ontario's transmission ratepayers would contribute sufficient revenue to satisfy the provincial transmission needs. In other words, total revenue generated in the province (revenue available to transmitters) would be equal to the sum of the revenue requirement of the four transmitters. However, without an appropriate update to each transmitter's revenue requirement used in the calculation (which would subsequently update the revenue allocation), the province-wide transmission revenue would not be fairly distributed among the four transmitters. This discrepancy is highlighted in the tables above, and GLPT would not recover its revenue requirement in either 2013 or 2014.

V. DEFERRAL AND VARIANCE ACCOUNTS

Interrogatory 46 – Deferred & Variance Account Balances

Reference

Ref: (a) Exh.9/Tab 3/Sch.1/p.5, Table 9-3-1 A
Ref: (b) Exh.9/Tab 4/Sch. 1/pp.3-4
Ref: (c) June 28, 2012, OEB's Ch. 2 of the Filing Requirements for Electricity Transmission & Distribution Applications, S2.12.5

Preamble

GLPT is requesting the disposition of DVA accounts in Table 9-3-1 A at Ref.(a) for accounts 1508 and its subaccounts, 1574, 1575, 1592 and 1595. The amounts requested for disposition includes the 2011 audited balances as well as the 2012 forecast transactions and 2013 forecast carrying charges.

The DVA balances requested for disposition in 2013 in Table 9-3-1A are different from the balances in the 2013 DVA Continuity Schedules. Furthermore, GLPT did not segregate the principal balances from the carrying charges balances at December 31, 2011, as well as the segregation of the forecasted 2012 carrying charges.

The 2013 COS Filing requirements prescribes that the DVA balances requested for disposition are the balances in the last Audited Financial Statements (AFS) and that if they are different, the applicant must provide explanations for any variances.

Questions

a) Please explain why the balances requested in Table 9-3-1A at Ref. (a) are different from the balances requested in the DVA Continuity Schedules in 2013.

Response

GLPT has provided the following table, along with descriptions of each column, to assist the Board in understanding the sources of the figures.

Column A is the "Forecast Transfers in 2013" for principle, which is found in the 2013 DVA continuity schedule. This is the total principle balance sought for disbursal.

Column B is the forecast disposition of Accounts 1574 and 1595, also found in the 2013 DVA continuity schedule. This is the total principle balance sought for disbursal for these two accounts.

Column C is the "Forecast Transfers in 2013" for carrying charges, found in the 2013 DVA continuity schedule.

Column D is the carrying charges sought for disposition in 2013 related to accounts 1574 and 1595.

Column E contains the forecasted 2013 carrying charges, the calculation of which is described on page 5 of Exhibit 9, Tab 3, Schedule 1.

Column F - the sum of these five columns is equal to the sum of the principle balances, carrying charge balances, and the forecasted carrying charges for 2013, and is equal to the balance requested in Table 9-3-1A.

($'s) Account Number	Account Description	A Forecast Transfers in 2013 - Principle	B Forecast Dispositions in 2013 - Principle	C Forecast Transfers in 2013 - Carrying Charges	D Forecast Dispositions in 2013 - Carrying Charges	E 2013 Forecasted Carrying Charges	F Forecast Balance for Disbursal
1508	IFRS Transition Costs	$279,348	$0	$6,605	$0	$2,102	**$288,055**
1508	Green Energy Deferral	248,043	-	7,175	-	1,876	**257,094**
1508	OEB Cost Assessment Variances	21,072	-	689	-	160	**21,921**
1508	Legal Claim (Comstock)	1,767,257	-	24,920	-	13,172	**1,805,349**
1508	Property Tax Variances	(22,648)	-	(377)	-	(169)	**(23,194)**
1575	IFRS-CGAAP Transitional PP&E	297,494	-	-	-	11,275	**308,769**
1592	Changes in Tax Legislation	16,362	-	110	-	121	**16,593**
1574	Three Year Liability Amount	-	(960,214)	-	(211,836)	-	**(1,172,050)**
1595	Five Year Liability Amount	-	(1,821,772)	-	(110,974)	-	**(1,932,746)**
	Total Deferral Accounts	**$2,606,928**	**($2,781,986)**	**$39,122**	**($322,810)**	**$28,536**	**($430,210)**

b) In addition, please explain why GLPT is seeking disposition based on forecasted DVA balances instead of the audited balances based on the most recent AFS given that the Board clears balances based on most recent AFS and does not clear forecasted balances.

Response

GLPT is seeking to disburse account balances up to December 31, 2012. Balances as of December 31, 2012 are reasonably predictable because no further expenditure is expected with respect to the referral and variance accounts. In the case of liabilities, the pay backs are already established in EB-2010-0291. Disbursing balances up to December 31, 2012 is more efficient as it provides the opportunity to close out a number of GLPT's deferral and variance accounts.

In addition, in the Settlement Agreement from EB-2009-0408, the Board approved disposition of forecasted DVA balances. In that Settlement Agreement it was stated that "GLPT proposes to disburse its December 31, 2008 audited balances in its existing variance and deferral accounts, along with forecasted accruals and carrying charges to December 31, 2009." and "The Parties agree that GLPT's proposed methodology for

disbursing the balances of existing variance and deferral accounts, as herein described, is appropriate and should be accepted and approved by the Board."

c) Please update all related evidence to reflect the adjustments.

Response

There are no adjustments to be made.

d) Please provide the principal DVA balances, carrying charges balances for December 31, 2011 and the 2012 forecasted carrying charges for each DVA account requested for disposition.

Response

All of the requested information is available in the DVA continuity schedules provided at Exhibit 9, Tab 4, Schedule 1. However, GLPT has provided the following table to summarize the requested information.

GLPT notes that there are material changes to certain account balances that have taken place or are forecasted to take place in 2012.

($'s) Account Number	Account Description	Principle - Dec 31, 2011	Carrying Charges - Dec 31, 2011	2012 Forecasted Carrying Charges
1508	IFRS Transition Costs	$274,023	$2,512	$4,093
1508	Green Energy Deferral	2,901,241	31,337	1,878
1508	OEB Cost Assessment Variances	21,072	379	310
1508	Legal Claim (Comstock)	1,767,257	24,920	22,048
1508	Property Tax Variances	-	-	-
1575	IFRS-CGAAP Transitional PP&E	-	-	-
1592	Changes in Tax Legislation	-	-	-
1574	Three Year Liability Amount	(2,023,019)	(170,562)	(32,722)
1595	Five Year Liability Amount	(2,434,552)	(65,199)	(31,673)
	Total Deferral Accounts	**$506,021**	**($176,613)**	**($36,066)**

e) Please state what period do the 2013 forecasted carrying charges cover, i.e. from month x to month z.

Response

The forecasted carrying charges cover months 1-12 (January – December 2013). GLPT describes its methodology for calculating carrying charges for 2013 on page 5 of Exhibit 9, Tab 3, Schedule 1. As described here, GLPT assumes that the balances will be disbursed evenly over the year, and as a result it is reasonable to use half of the balance being disbursed as the forecasted principle balance throughout the year, as it comes to the same end result as applying a carrying charge to the monthly declining balance.

Interrogatory 47 – Deferred & Variance Account Balances

Reference

Ref: (a) Exh. 9/Tab 3/Sch. 1/p. 5, Table 9-3-1 A
Ref: (b) Exh. 9/Tab 4/Sch. 1/pp. 3-4

In table 9-3-1A at Ref.(a), GLPT provided the 2011 audited balances of the DVA accounts listed in the table which included both principal and carrying charges. GLPT, however, did not separate the principal from carrying charges as of December 31, 2011.

In addition, GLPT should show separately the DVA forecasted carrying charges if any, for 2012 and 2013. GLPT did not show the carrying charges for 2012 and 2013 separately in Table 9-3-1A.

Questions/Requests

a) In the light of the above, please update Table 9-3-1A at Ref.(a), to show separately for December 31, 2011, the principal and carrying charges as well as the 2012 carrying charges and 2013 carrying for each DVA.

Response

Please refer to Table 9-4-1 A for the continuity of the Deferral and Variance Accounts. In this continuity schedule, GLPT provides principle and carrying charge balances separately for all years for 2011-2014. However, GLPT has provided the following table to summarize the requested information.

($'s)

Account Number	Account Description	Principle - Dec 31, 2011	Carrying Charges - Dec 31, 2011	Forecasted Carrying Charges - 2012	Forecasted Carrying Charges - 2013
1508	IFRS Transition Costs	$274,023	$2,512	$4,093	$2,102
1508	Green Energy Deferral	2,901,241	31,337	1,878	1,876
1508	OEB Cost Assessment Variances	21,072	379	310	160
1508	Legal Claim (Comstock)	1,767,257	24,920	22,048	13,172
1508	Property Tax Variances	-	-	-	(169)
1575	IFRS-CGAAP Transitional PP&E	-	-	-	11,275
1592	Changes in Tax Legislation	-	-	-	121
1574	Three Year Liability Amount	(2,023,019)	(170,562)	(32,722)	(8,552)
1595	Five Year Liability Amount	(2,434,552)	(65,199)	(31,673)	(14,102)
	Total Deferral Accounts	**$506,021**	**($176,613)**	**($36,066)**	**$5,883**

b) In addition, please tie the carrying charges to the respective DVA schedules.

Response

Please refer to GLPT's response to part (a) of this question. All of the information requested is provided within the continuity schedules.

Interrogatory 48 – Account 1508, Sub Account IFRS Transition Costs

Reference

Ref: (a) Exh.9/Tab 3/Shd.1/p.5, Table 9-3-1A
Ref: (b) Exh.9/Tab 4/Sch.1/pp.2-5, 2013 DVA Continuity Schedule
Ref: (c) June 28, 2012, OEB's Ch. 2 of the Filing Requirements for Electricity Transmission & Distribution Applications, S2.12.3; Appendix 2-U

Preamble

GLPT is requesting the disposition of Account 1508, sub account IFRS Transition Costs in the total amount of $288,055 including carrying charges.

The 2013 Board COS filing requirements is expecting the applicants to provide a breakdown of the costs recorded in Account 1508, sub account Deferred IFRS Transition Costs or Account 1508, Other Regulatory Assets, sub-account IFRS Transition Costs Variance through Appendix 2-U. GLPT has not filed Appendix 2-U.

Questions

a) Please confirm if GLPT followed S2.12.3 of the 2013 COS filing requirements.

Response

GLPT did not prepare and file Appendix 2-U in its pre-filed evidence. The filing guideline and the filing of GLPT's application coincided, and as a result the recalculation was not provided as part of GLPT's application.

b) If the answer to part a is "no", please complete and submit Appendix 2-U for the balance of $288,055 under Account 1508 as per 2013 COS filing requirements.

Response

Please see attached 'App.2-U_IFRS Transition Costs'. The appendix reconciles to the balance of the Audited Balance December 31, 2011 of $276,535, as per Table 9-3-1 A. The additional amounts of $5,250 and $6,270 relate to Forecasted 2012 professional accounting fees and carrying charges respectively, for a total Forecast Balance for Disbursal of $288,055.

Interrogatory 49 – Account 1508, Sub Account Green Energy Initiatives and Preliminary Planning Costs

Reference

Ref: (a) Exh.9/Tab 3/Sch.1/p. 1, Table 9-3-1A
Ref: (b) Exh.9/Tab 1/Sch.3/pp. 2-5
Ref: (c) Board Decision EB 2009-0409

Preamble

At Ref (c), in EB 2009-0409, the Board approved the establishments of 2 sub accounts under this sub account, one to capture OM&A expenses and another to capture capital costs. GLPT has not recorded any transactions in the sub account related to capital costs.

GLPT is requesting the disposition of Account 1508 – Sub account Green Energy Deferral, a sub account related to OMA in the amount of $257,094 which is made up of $141,500 costs relating to discussions with the First Nations and $113,718 for incremental costs related to consulting related to reviewing/assessing specific OPA FIT projects plus carrying charges.

GLPT emphasized that the costs that will be recorded are incremental costs, which relate to the development of GLPT's Transmission Plan. As the Transmission Plan is implemented, costs will relate to establishing feasibility and development of all or parts of the Transmission Plan, in particular environmental assessment and leave to construct approvals. GLPT explained that these activities would include, to name a few:

- Engaging with local stakeholders and Aboriginal peoples over acceptability of transmission alternatives;

- Working with OPA to determine need and to understand capability of the existing system

Questions/Requests

a) Please provide evidence that $141,500 are incremental OMA costs incurred in engaging local stakeholders and Aboriginal peoples over acceptability of transmission alternatives as per EB 2009-0409.

Response

GLPT incurred these incremental OM&A costs with First Nations parties to discuss the development of transmission in the area of Pickle Lake and Sudbury. All costs incurred were audited by GLPT's auditors and included in GLPT's audited financial statements. The costs incurred break down as follows:

- Payments to First Nations - $96,696

- Payments to consultants related to First Nations Management - $41,694
- Carrying Charges - $3,111

These costs incurred are incremental third party OM&A costs, and were:

- Outside the scope of GLPT's day to day operational activities, and unrelated to GLPT's property, plant and equipment,
- Were not included in the OM&A approved for recovery in EB-2010-0291, and
- Part of the Green Energy Initiative.

b) In addition, please provide evidence that the $113,718 costs are incremental consulting costs relating to assessing OPA FIT projects

Response

GLPT incurred approximately $113,718 in incremental third party costs related to renewable generation connection and system planning. In addition, all costs incurred were audited by GLPT's auditors and included in GLPT's audited financial statements.

- Payments to engineering consultant 1 - $40,600
- Payments to engineering consultant 2 - $51,750
- Other Costs - $21,350

These consulting costs related to reviewing/assessing of specific OPA Feed-in Tariff ("FIT") projects are incremental OMA costs because they were:

- Outside the scope of GLPT's day to day operational activities, and unrelated to GLPT's property, plant and equipment,
- Were not included in the OM&A approved for recovery in EB-2010-0291, and
- Part of the Green Energy Initiative.

Interrogatory 50 – Account 1508, Sub Account Legal Claim (Comstock)

Reference

Ref: (a) Exh.9/Tab 1/Sch.3/p.6, Table 9-1-3A
Ref: (b) Exh.9/Tab 3/Sch.1/p.5, Table 9-3-1A
Ref: (c) Exh. 1/Tab 1/Sch. 8/Appendix A – Settlement Agreement, January 21, 2011 (EB-2010-0291), S6.2

Preamble

Account 1508, sub account Legal Claim (Comstock) was approved by the Board in EB 2010-0291 Settlement Agreement, S6.2 to record costs incurred and to be incurred with respect of the Comstock claim.

At Ref (b), in Table 9-3-1A, GLPT is requesting disposition of Account 1508 sub account Legal Claim (Comstock) variance in the amount of $1,805,349, carrying charges included.

At Ref (a), in Table 9-1-3A, GLPT provided the Comstock cost accruals and carrying charges from 2010 to 2011 totalling $1,792,177, the audited December 31, 2011 balance of Account 1508 sub account Legal Claim (Comstock).

Accounting practice calls for reversals of accruals subsequent to the year the costs were accrued and are to be replaced by actual costs incurred.

Questions

a) **Please confirm if GLPT adjusted the accruals to actual costs in the subsequent year after the accruals were made in the prior year e.g. 2011 balance in this sub account being adjusted to actual**

Response

Confirmed.

b) **Please provide the supporting actual costs incurred in 2010 and 2011 for the Account 1508 sub account legal claim in Comstock and compare them to the costs accruals for the same period .Are the 2012 and 2013 forecast transactions in this sub account also accrued costs?**

Response

In December 2010, $25,200 in legal costs were accrued and reversed in January 2011. Costs accrued were for work completed in November and December 2010 due to the timing of billing from the vendor. GLPT paid $21,900 in January 2011 for November 2010 activity and $3,300 in February for December 2010 services.

In December 2011, $45,000 in legal costs were accrued and reversed in January 2012. Costs accrued were for work completed in November and December 2011 due to the timing of billing from the vendor. GLPT paid $27,400 in January 2012 for November 2011 activity and $18,100 in February for December 2011 services.

2012 and 2013 actual and forecast transactions are based on services that have actually been or are forecasted to be received in each respective period.

c) Please explain why GLPT is requesting for disposition based on accrual costs and not on actuals costs.

Response

GLPT is requesting disposition of the total actual costs recorded in the account. In an effort to remain consistent with the Board's RRR Filing terminology, the column headings within Table 9-1-3 A referred to "Accruals", however these in fact refer to actual costs incurred.

d) What are GLPT's total actual legal costs incurred to date (2012)?

Response

Please refer to GLPT's response to SEC interrogatory #13(a).

e) Are there other DVA accounts balances with accrued costs instead of actual costs which the Board needs to know?

Response

No. As noted above, "accrued costs" is simply the term used in describing actual costs recorded in a DVA account (ie. Costs that are not carrying charges or other adjustments). This is consistent with the OEB's RRR filing template where GLPT files its DVA information with the Board on a quarterly basis.

f) If the answer is "yes" to part (vi), please identify them and please provide the actual costs incurred to date for disposition purposes.

Response

Not applicable.

Interrogatory 51- Account 1575, IFRS-CGAAP Transitional PP&E Deferral

Reference

Ref: (a) Addendum to Report of the Board, dated June 3, 2011, pp.9- 14
Ref: (b) Exh.9/Tab 3/Sch.1/p.5, Table 9-3-1A
Ref: (b) Exh.9/Tab 1/Sch.5/p.1, Table 9-1-5A
Ref: (c) June 28, 2012, OEB's Ch. 2, Appendices 2-CH & 2-EB of the Filing Requirements for Electricity Transmission & Distribution Applications, S2.12.4
Ref: (d) Staff Discussion Paper: Transition to IFRS, March 31, 2011, Appendix A

Preamble

At Ref (a), in Appendix A, the Staff Discussion Paper: Transition to IFRS an example was provided showing the detailed calculation of the PP&E deferral account in relation to the PP&E components in the rate base.

At Ref (b) in table 9-3-1 A, GLPT is requesting disposition of Account 1575, IFRS-CGAAP Transitional PP&E Amounts in the amount of $308,769, carrying charges included. The total DVA amount requested for disposition to be refunded to customers is $439,210 over a year, including the $308,769 balance of account 1575. GLPT proposed that the total DVA of $430,210 credit be offset against the base revenue requirement.

Account 1575 is not a conventional account and cannot be aggregated with other DVAs as per Addendum to the Report dated June 13, 2011. On page 11 of the Addendum, the Board stated:

"The Board therefore authorizes a generic deferral account to capture PP&E differences arising only as a result of the accounting policy changes caused by the transition from CGAAP to MIFRS. It is for use by utilities to record PP&E differences arising during the period since their last rebasing under CGAAP up to their first rebasing under MIFRS, including utilities using IRM rate-setting methodology" [emphasis added]."

Questions

a) **Why is the balance of account 1505 included in the calculation in Table 9-1- 5-A of the PP&E Deferral balance? This is not consistent with the Board guidelines on the PP&E in the Addendum to Report of the Board, dated June 3, 2011, pp.9 -14.**

Response

For the reasons described at page 3 of Exhibit 9, Tab 3, Schedule 1, GLPT is proposing to aggregate the balance of this account with its other existing deferral and variance accounts for disbursal over a one year period in 2013. This reduces the overall impact to rate payers in comparison to including the balance within Rate Base.

Including the balance of 1575 in the Deferral and Variance Account balances (as proposed by GLPT) results in the ratepayer contributing $11,275 in rate base return (through carrying charges) over a one year period. Inclusion of the balance of account 1575 in rate base with a 20 year useful life (high level estimate of average useful life of assets), results in the ratepayer contributing over $225,000 in rate base return. As a result, in addition to the reasons described at Exhibit 9-3-1 pg 3, GLPT's proposed treatment results in net savings to ratepayers of over $200,000 over the 20 year period.

Calculation of return on deferred PP&E balance added to Rate Bae							
	Opening Balance	Depreciation	Closing	Average balance	WACC	Return on Capital	Rate Base Impact
2013	$ 297,495	$ 14,875	$282,620	$ 290,058	7.59%	$ 22,015	$ 36,890
2014	282,620	14,875	267,746	275,183	7.74%	21,299	36,174
2015	267,746	14,875	252,871	260,308	7.74%	20,148	35,023
2016	252,871	14,875	237,996	245,433	7.74%	18,997	33,871
2017	237,996	14,875	223,121	230,559	7.74%	17,845	32,720
2018	223,121	14,875	208,247	215,684	7.74%	16,694	31,569
2019	208,247	14,875	193,372	200,809	7.74%	15,543	30,417
2020	193,372	14,875	178,497	185,934	7.74%	14,391	29,266
2021	178,497	14,875	163,622	171,060	7.74%	13,240	28,115
2022	163,622	14,875	148,748	156,185	7.74%	12,089	26,963
2023	148,748	14,875	133,873	141,310	7.74%	10,937	25,812
2024	133,873	14,875	118,998	126,435	7.74%	9,786	24,661
2025	118,998	14,875	104,123	111,561	7.74%	8,635	23,510
2026	104,123	14,875	89,249	96,686	7.74%	7,483	22,358
2027	89,249	14,875	74,374	81,811	7.74%	6,332	21,207
2028	74,374	14,875	59,499	66,936	7.74%	5,181	20,056
2029	59,499	14,875	44,624	52,062	7.74%	4,030	18,904
2030	44,624	14,875	29,750	37,187	7.74%	2,878	17,753
2031	29,750	14,875	14,875	22,312	7.74%	1,727	16,602
2032	14,875	14,875	-	7,437	7.74%	576	15,450
						$ 229,826	**$ 527,321**

b) Please confirm if GLPT followed the procedures for calculating the PP&E deferral account in Appendix A, Staff Discussion Paper: Transition to IFRS, March 31, 2011 when GLPT made its calculation in Table 9-1-5A.

Response

Confirmed.

c) If the answer in part (b) is "no", please recalculate the PP&E Deferral balance using Appendix A example and please complete and file Appendix 2-EB and update all related evidence.

Response

GLPT has included the updated Appendix; please see Appendix Board Staff 51(c) attached. The resulting value is the same as that calculated by GLPT.

d) The depreciation schedules in Exh.4/Tab 2/Sch.6/pp.6-8 for 2013 do not show the depreciation. adjustment resulting from the amortization of Account 1575 as required by the 2013 COS filing requirements in Appendix 2-CH. Please complete and file Appendix 2-CH.

Response

Please refer to GLPT's response to part (a) of this Interrogatory. GLPT is proposing to disburse the balance of Account 1575, along with its depreciation component, via the method described in Exhibit 9, Tab 3, Schedule 1.

e) Please identify the rate of return associated with the deferred PP&E balance at Weighted Average Cost of Capital (WACC). Please refer to Note 3 of Appendix 2-EB.

Response

The 2013 rate of return associated with the deferred PP&E balance, 7.59% is consistent with the cost of capital and rate of return as per Exhibit 5, Tab 1, Schedule 1. This is the rate GLPT used in calculating the carrying charges to be applied to Account 1575 for 2013. The rate that would be applicable for 2014 and beyond is 7.74%.

f) Please show the upward or downward adjustment in the Revenue Requirement Work Form as per 2013 COS filing requirements including the return on rate base associated with deferred PP&E balance.

Response

The revenue requirement impacts for each year 2013-2032 are identified in the far right hand column of the table provided in response to part (i) of this question. The total revenue requirement impact over the 20 year period is approximately $527,000. Offsetting this in 2013, GLPT's proposed deferral account disbursal would increase by $308,769, which is the balance associated with disbursing account 1575.

g) In regard to Account 1575, Please update all related evidence and agree to remove the balance of account 1575 from Table 9-3-1A.

Response

GLPT maintains it position that the method proposed in its application is the most beneficial to rate payers. If it is ultimately determined that GLPT should implement the Board's proposed method of disbursing the balance of account 1575, GLPT's evidence will be updated to reflect this change at that time.

Interrogatory 52- Account 1592, Changes in Tax Legislation

Reference

Ref: (a) Exh.9/Tab 3/Sch.1/p.5: Table 9-3-1A
Ref: (b) Exh.9/Tab 4/Sch.1/pp.3-4
Ref: (c) June 28, 2012, OEB's Ch. 2 of the Filing Requirements for Electricity Transmission & Distribution Applications, S2.12.1 Preamble:

The 2013 COS filing requirements expects applicants to complete and file Appendix 2-T for Account 1592.

GLPT is requesting disposition of Account 1592, Changes in Tax Legislation in the amount of $16,593, carrying charges included. However, GLPT did not provide the detailed calculation of the balance in Account 1592 as well as the submission of Appendix 2-T for 1592 Tax Variance as required by the 2013 COS filing requirements.

Questions/Requests:

a) Please provide the detailed calculation of the $16,593 requested amount for disposition.

Response

Please refer to Table 9-1-6A found on page 1 of Exhibit 9, Tab 1, Schedule 6 for the detailed calculation.

b) In addition, please complete and submit Appendix 2-T for Account 1592.

Response

Please see attached Appendix Board Staff 52(b).

Interrogatory 53- Interest Rates Re DVA Balances

Reference

Ref: (a) Exh.9/Tab 3/Sch.1/p.5, Table 9-3-1A
Ref: (b) Exh.9/Tab 4/Sch.1/pp.2-5
Ref: (c) June 28, 2012, OEB's Ch. 2, 2013 COS Filing Requirements, S2.12

Preamble

GLPT provided the 2013 forecast carrying charges in Table 9-3-1A but did not provide the interest rates as required by the 2013 COS Filing Requirements, S2.12.

Question/Request

a) Please provide the interest rates used and the detailed calculations of the 2011 to 2013 carrying charges using the most updated balances in the DVA accounts.

Response

For 2011 and 2012, GLPT calculated carrying charges on monthly closing balances using the Board's prescribed interest rates for carrying charges on deferral and variance accounts. As described on page 5 of Exhibit 9, Tab 3, Schedule 1, GLPT included a 2013 carrying charge forecast using a rate of 1.47% for all accounts with the exception of Account 1575, to which a rate of 7.59% was applied.

Interrogatory 54- New Sub-account "Bulk Electricity System" within Account 1508

Reference

Ref: (a) Exh.9/Tab 2/Sch.1/pp.1-2

Preamble

GLPT is requesting a new sub account within Account 1508, sub account Bulk Electric System (BES) Deferral.

GLPT is seeking approval from the Board to establish a deferral account to track and record prudently incurred costs related to addressing changes to the BES definition.

At Ref (a), GLPT stated that:

> "The IESO has indicated in the context of the SE-100 Stakeholder Engagement that the definition of the BES, as defined by the North American Electric Reliability Corporation ("NERC"), is expected to change and be adopted by the IESO in the test period. The definitional change may have the effect of deeming GLPT's 115 kV transmission facilities to be part of the BES for NERC/IESO regulatory purposes. However, given the uncertainty still surrounding the definition change, GLPT is not able to 1 assess the full impact that this definition change will have on its operations. Consequently, GLPT is not able to accurately forecast the cost that will be incurred in the test period to ensure compliance is maintained.
>
> [...] Given this uncertainty, GLPT is seeking approval from the Board to establish a deferral account to track and record prudently incurred costs related to addressing changes to the BES definition. The costs incurred are expected to include identifying BES assets, defining the impacts, documenting new requirements, developing and executing a plan for addressing the requirements, and defining all activities required for ongoing compliance. GLPT is seeking approval of two sub-accounts under this deferral account: one to capture OM&A expenses and one to capture capital expenses."

Questions

a) **What reliability standards would apply to the 115kV line if it is defined as BES that do not apply now?**

Response

GLPT is uncertain as to what reliability standards would apply to its 115kV system. GLPT understands that the IESO will define which assets will become part of the BES by January 2013. Once this has been completed, GLPT will then need to determine which standards apply.

b) What types of projects does GLPT anticipate which might be required to bring it to meet these standards?

Response

Due to the fact that GLPT is uncertain as to which assets the BES will be applied to specifically, no comment can be made as to specific projects. The request for a deferral account is based on the premise of uncertainty.

c) What level of costs would such projects typically incur?

Response

Due to the uncertainty, GLPT cannot comment on costs of projects since it is unclear as to which assets the definition change will apply.

d) Does GLPT anticipate any overlap with the implementation with smart grid technology?

Response

GLPT does not anticipate any overlap with the implementation with smart grid technology.

e) If they have a deferral account for smart grid investments, how does GLPT intend to insure that they aren't double counting.

Response

GLPT does not have a deferral account for smart grid investments. However, in the event that GLPT did have this deferral account, appropriate accounting controls would ensure the costs could only be captured in one of the two accounts.

Interrogatory 55- New Account - "Incumbent Transmitter Deferral Account" within Account 1508

Reference

Ref: (a) Exh.9/Tab 2/Sch.1/pp.2-4
Ref: (b) Board Decision and Order, July 12, 2012 for Proceeding EB 2012-0180 Re application by Hydro One Networks Inc. to Establish a Deferral Account Related to the East-West Tie Line Proceeding (EB-2011-0140)

Preamble

On March 22, 2012 Hydro One Networks Inc.("HONI") applied to the Board requesting approval to establish a deferral account to be effective January 3, 2012 titled "East West Tie deferral account (EWTDA") with three sub-accounts to record expenses related to the East-West Tie Line proceeding (EB-2011-0140). The three sub-accounts to address three main categories of costs:

(i) OEB Allocated Proceeding Costs;

(ii) Support Costs for OEB Designation

(iii)Development Work Associated with Stations and Other Supporting Asset Expenditures.
HONI proposes that the EWTDA be made effective as of January 3, 2012.

At Ref (a), GLPT stated that:

GLPT submitted comments in the proceeding indicating that to the extent that the Board finds it appropriate for HONI to establish the requested account for purposes of recording costs under points (i) and (ii) above, the Board should also provide for the establishment of an equivalent deferral account for GLPT. Consequently, GLPT in this application requests approval to establish a new deferral account, effective as of January 3, 2012, for the purpose of recording expenses relating to the East West Tie proceeding (EB-2011-0140), particularly with respect to (i) the cost of the proceeding apportioned to GLPT by the Board to be recovered through the Uniform Transmission Rates; and (ii) the costs incurred by GLPT to support the Board through the designation process.

At Ref (b), the Board Decision and Order dated July 12, 2012 stated in part that: For the reasons set out below, the Board denies HONI's request for a deferral account for the cost category titled OEB Allocated Proceeding Costs, and the Board grants, with conditions, HONI's request for the other two cost categories: Support Costs for OEB Designation Process; and Development Work Associated with Stations and Other Supporting Assets. HONI may record these costs in the following new deferral sub-accounts, effective March 22, 2012:

- Account 1508, Other Regulatory Assets, Sub-account EWTDA – Support Costs for OEB Designation Process; and

- Account 1508, Other Regulatory Assets, Sub-account EWTDA - Development Work Associated with Stations and Other Supporting Asset Expenditures.[emphasis added]

In regard to the "Sub-account EWTDA – Support Costs for OEB Designation Process", the July 12 Decision stated in part that:

> "The Board does not expect that HONI will seek to recover any costs related to the provision of information by the company to date in the Designation Proceeding, including the information which the Board ordered HONI to produce."

In that July 12 Decision the Board in response to GLPT's noted submission stated that:

> "In regard to GLPT's request that Board grant GLPT the same relief that it grants HONI (with respect to Support Costs for OEB Designation Process), it is not clear to the Board whether the information requested of GLPT during the Designation Proceeding would be of sufficient magnitude to warrant a deferral account. Moreover, in any event, the Board will not consider granting such a request in the absence of having received an application from GLPT."[emphasis added]

Questions

a) Please acknowledge that GLPT's application for the Sub-account (OEB Allocated Proceeding Costs) has already been decided in proceeding (EB¬2012-0180), where the Board denied the request for the first Sub-account (OEB Allocated Proceeding Costs) for HONI, which is applicable to all licensed transmitters including GLPT.

Response

Confirmed.

b) Please acknowledge that the third Sub-account (Development Work Associated with Stations and Other Supporting Asset Expenditures) is not relevant to GLPT.

Response

Confirmed.

c) In regard to the Sub-account (Support Costs for OEB Designation), please consider the July 12 Decision at Ref. (b) and the portions quoted in the Preamble, in listing the activities going forward and the estimated costs (from July 12, 2012), to give rise to incremental costs material enough to warrant establishing a Sub-account for (Support Costs for OEB Designation).

Response

GLPT has considered the July 12, 2012 Decision and Order and submits that its estimated support costs for OEB designation have a reasonable likelihood of being material, and therefore warrant establishing the deferral account. Although it is still uncertain as to what support GLPT will be required to provide, GLPT anticipates these costs will relate to incremental consultant, administration and labour costs necessary to provide support to the designation process. Although GLPT expects these costs to be lower than those similar costs incurred by HONI in the designation process, GLPT submits that the costs may nonetheless have a significant influence on GLPT's own operations.

d) Please comment on the view that the next phase of the designation process in proceeding (EB-2011-0140) is related to the definition of the transmission proposals by the various applicants which conceivably would involve HONI, and the IESO, but very unlikely GLPT.

Response

GLPT agrees that, in Phase 2 of the designation process, HONI will be required to provide more extensive support to various applicants than will GLPT. However, GLPT submits that even though its support costs may be less than HONI's, GLPT's costs will still be material to its own operations. At this stage, the nature and magnitude of the support costs to be incurred by GLPT are still unclear. See GLPT's response to Board Staff interrogatory 55(c) above.

Interrogatory 56- New- East West Tie Initiative Variance Account

Reference

Ref: (a) Exh.9/Tab 2/Sch.1/pp.4-5
Ref:(b) Exh.4/Tab 2/Sch. 2/pp. 24-26

Preamble

At Ref (a), GLPT is seeking approval from the Board to establish a sub-account of account 1508 to track and record variances between certain forecasted amounts that have been removed from GLPT's test year OM&A and the actual amounts transferred to a company, EWT LP, engaged in the ongoing East-West Tie Line proceeding (EB-2011-0140).

At Ref (b), dealing with OM&A Variance Accounts, under "Account 5605 – Executive Salaries and Expenses", it is stated in part that:

> "GLPT's assumption for the 2013 test year is that a significant amount of its senior employees' time will be spent on the EWT Line project.[...] The collective impact of these allocations results in a net reduction to 2013 core OM&A of approximately $550,000. [...]"

GLPT indicated that the sub-account is necessary to track the variances, given the limited information in establishing the forecasted amounts. According to GLPT, it would not be reasonable for the ratepayer to bear the risk that these amounts would themselves be approved without a variance account. To the extent that senior employees of GLPT allocate more time and expense to EWT LP than the forecasted amounts, the ratepayer will be reimbursed; and to the extent that management spends less than forecasted, then GLPT will be reimbursed.

In reviewing an application for the approval of a deferral or variance account, the Board generally considers the following criteria: causation, materiality, and reasonableness. The Board generally considers causation in terms of whether the amounts to be recorded in the account are clearly outside of the base upon which base rates were derived and whether the costs to be recorded in the account relate directly to the purpose of the account. The Board generally consider materiality in terms of whether the amount of the costs to be recorded in the account is sufficiently high to justify establishing the account. The forecast amounts should exceed the Board-defined materiality threshold and be likely to have a significant influence on the operation of the utility. Finally, the Board generally considers the reasonableness of the forecast costs and whether the proposed expenditures are cost-effective.

Questions:

a) **As causation is a criterion for considering applications for variance accounts, please clarify how GLPT would be managed if significant portions of key executives and management will be focused for fairly long periods of time on the activities related**

to EWT LP instead of those related to GLPT, especially if a major event occurs to GLPT's transmission system?

Response

GLPT's senior management team will be required to balance the needs of both EWT LP and GLPT in 2013. If a major event occurs to GLPT's transmission system, these executive employees will be required to address the event and the consequences as required. To the extent this takes place; this will require the executives to put forth incremental effort above and beyond their typical work schedules. GLPT is confident that these employees are able to commit to these demands during the EWT Line designation proceeding. Please see GLPT's responses to Energy Probe interrogatory 24(d) and Board Staff interrogatory 23(d).

b) Please confirm that GLPT and EWT LP are not affiliates.

Response

Confirmed.

c) Please provide the aggregate total amount of the annual salaries of the four executives.

Response

$588,412 for 2012.

Exhibit 10, Tab 2, Schedule 1

Appendices to Responses to Board Staff Interrogatories

Great Lakes Power Transmission LP

Capital Asset Management Procedures

March 25, 2011

1 Overview

Great Lakes Power Transmission's (GLPT) assets are comprised of 550 km of 44kV to 230 kV transmission lines in northern Ontario, Canada, and make up an integral component of Ontario's transmission system that connects northern Ontario to southern Ontario.

It is necessary for GLPT to safeguard and maintain its accounting for Capital Assets in order to receive the maximum benefit from those assets, to comply with Regulatory Requirements, and to properly account for its Capital Assets for financial statement purposes.

1.1 Revision History

Version	Reason for version	Author	Date Approved	Approver	Signature
1.0	Initial Publication	M. McCracken	June 30, 2010	D. Fecteau	DF
1.0	Initial Publication	D. Fecteau	June 30, 2010	A. McPhee	AM
1.1	Minor Updates	D. Fecteau	March 25, 2011	A. McPhee	

1.2 Review Period

This procedure is to be reviewed annually to ensure continued relevancy and accuracy.

1.3 Responsibilities

1.3.1 Owner

The Owner of this procedure is the Vice President and General Manager

1.3.2 Manager

The Manager of this procedure is the Director of Administration

1.3.3 Compliance

Employees are required to comply with the capital asset management procedure; managers are responsible for ensuring that employees within his or her department are aware of the capital asset management procedure.

1.4 Target Audience

The Capital Asset Management Procedures are for all operational and administration staff\consultants at GLPT.

2 Principles

The following principles shall be taken into account when implementing the capital asset management procedure:

Health and Safety: GLPT continuously strives to achieve excellence in safety performance and be recognized as industry leaders in accident prevention. Our overall objective is to achieve zero high risk safety incidents and zero lost time injuries for all employees, contractors, and the public that are within close proximity of our facilities.

Environmental Issues: GLPT accepts the responsibility entrusted to us to manage natural resources in ways to ensure sustainable development and public safety.

Accountability: Accounting for capital assets must be made in accordance with sound business practices.

Honesty/Integrity: Maintaining an unimpeachable standard of integrity in all their business relationships both inside and outside the organization;

Discrimination and Harassment: No employee shall knowingly participate in acts of discrimination or harassment towards any person that he or she has business relations with.

Business Gifts and Hospitality: Employees and consultants shall preserve the image and integrity of themselves and of GLPT; business gifts other than items of small intrinsic value should not be accepted.

Conflict of Interest: Employees and consultants shall avoid situations where personal interest which may infringe, or might reasonably be deemed by others to infringe, on a member's impartiality in any matter relevant to his or her accounting related duties.

Such instances should be immediately declared to the Vice President and General Manager before entering into any agreement. Recommendations will be made by the Vice President and General Manager on how to avoid, neutralize, or mitigate the risks based on the specifics of the situation.

Confidentiality: Take all reasonable steps to ensure that we comply with all confidentiality obligations. The confidentiality of information received in the course of duty must be respected and should not be used for personal gain.

Conformity to the Laws: Employees and consultants must comply with all of the laws in which we practice; the rules and regulations of GLPT and the Ontario Energy Board; any professional institutions that we might be a member of; and our contractual obligations.

3 Procedure Framework

3.1 Objective

The purpose of this procedure is to document and communicate GLPT's accounting for Capital Asset Management Procedures. Capital Asset Management refers to the accounting standards and processes applied through an asset's full life cycle -- from planning and acquisition through to operation, maintenance and disposal or renewal.

The following procedures serve to standardize the accounting for Capital Asset processes, establish functional clarity and accountability, and facilitate training and business continuity during the absence of key personnel.

3.2 Capitalize versus Expense

Expenditures are evaluated to ensure that they meet the definition of an Asset prior to Capitalization. Only costs that can be classified as a cost of an Asset (per Section 3061 of the CICA Handbook) will be capitalized. All other costs will be considered Operating costs of the business, and will be recognized in the period they are incurred.

Any expenditure is to be capitalized and considered an asset if it will provide a future economic benefit. This can include a new asset or a betterment to an existing asset, including: (i) extending the useful life of an asset beyond its original expectation, (ii) increasing output or capacity, (iii) lowering operating costs, or (iv) improving the quality of the output. All costs associated with constructing or purchasing that asset should be capitalized.

The Capital Assets which will be covered by this procedure will include Property, Plant and Equipment, as well as Intangible Assets.

3.3 Approval Process

Approvals are required for capital expenditures. Approvals must be obtained before any spending on the Project occurs. Projects are approved via the Spending Approval Procedure by way of an Investment Request Form (IRF) for projects over $250,000 or a Financial Work Order (FWO) for projects under $250,000 prior to invoices being approved and paid. Please refer to the Spending Approval Procedure for greater detail.

3.4 Purchasing

All external spending should be occur through the procurement department to facilitate proper record keeping and tracking. Please refer to the Procurement Procedure for greater detail.

3.5 Type of Asset Purchase

An asset can be acquired via a single purchase; the purchase of a vehicle would be such an example. Alternatively an asset may be constructed via a project and comprise a number of smaller purchases that make up the identifiable asset. The construction of a transmission line or transmission substation would be such an example.

Assets can be tangible (representing Property, plant, furniture, equipment), or Intangible (such as the design and implementation of new processes or systems).

3.5.1 Single Purchase Asset

To be capitalized, items acquired via a single purchase must have a value greater than $200 and be used for a period greater than one year. In the event an item's value is less than $200, but is purchased in bulk and the bulk purchase price is in excess of $200 and the useful life of the asset is greater than one year the bulk purchase may be capitalized.

The cost of asset to be capitalized includes all costs directly attributable to the acquisition or betterment of the asset including installing it at the location and in the condition necessary for its intended use.

3.5.2 Constructed Assets

Given the nature of self-constructed assets, (assuming a useful life > 1 year), all expenditures relating to the construction of the asset are recorded as Construction Work in Progress (CWIP) until the asset is put into service.

The cost(s) of a self-constructed asset included in CWIP include all cost directly attributable to the acquisition, construction, development or betterment of the asset including installing it at the location and in the condition necessary for its intended use. The cost will also include carrying charges associated with CWIP. The interest capitalized is calculated at rates prescribed by the OEB during 2011, and is based on the actual interest cost incurred after 2011.

3.6 Depreciation

Capitalizing assets spreads the recognition of an expense by recording the expense through depreciation on an annual basis, over the Useful Life of the asset.

3.6.1 Single Purchase Asset

Any item(s) which has a unit\bulk value equal to or exceeding $200, which will provide a benefit extending beyond the period of one year, will be capitalized and depreciated over its Useful Life. See Depreciation Rates attached as Appendix 1

3.6.2 Constructed Assets

The initial construction of an asset is recorded in CWIP, the cost of the project remains in CWIP until all or a portion of the project are placed in service or are determined to be Used and Useful. A Project does not need to be completed in its entirety to be capitalized. As phases of a project are completed and components are put into service, the costs associated with those can be capitalized.

When a Capital Project or significant phase has been completed (assets are in service, or Used and Useful) the individual overseeing the project will notify the Controller in writing using the form attached as Appendix 2. The Controller will initiate adjusting entries to transfer required amounts from CWIP to capital assets, and then close the project number (if necessary).

Any item which has a unit value equal to or exceeding $200, which will provide a benefit extending beyond the period of one year, will be capitalized and depreciated over its Useful Life. Each part of a Capital item with a cost that is significant in relation to the total cost of the item, and has a different useful life shall be depreciated separately. See Depreciation Rates attached as Appendix 1.

3.7 Asset Disposals and Transfers

A formal process for tracking and recording asset disposals and transfers regardless of value will help to ensure that the records used for financial reporting are accurate.

The operating departments will be responsible for advising accounting of all proposed disposals. Once advised, accounting will process the necessary documents to complete the disposal and remove the item from the accounting records. Any sale proceeds shall be submitted to the accounting department, along with all supporting documentation.

All disposals, with the exception of Small Tools/Equipment will be formally documented on a Retirement Request Form (RRF), and circulated electronically for approval using Lotus Notes. Please see Appendix 3 for a sample RRF. All transfers will be formally documented, please see Appendix 4 for a sample Transfer of Capital Spending.

The required approvals are as follows (manual for transfers, electronic for RRF's);

1. Controller
2. System Planning and Engineering Manager
3. Director of Administration
4. Vice President and General Manager

Asset disposals relating to Small Tools/Equipment will be completed on the basis of an average Useful Life as opposed to an actual Useful Life. Because the actual Useful Life

of Small Tools/Equipment can range from 2-8 years an average of 5 years will be used for depreciation purposes. Given the accounting treatment of the Small Tools/Equipment the Operational Departments will be responsible for maintaining records with the relevant data for their operational Small Tools/Equipment Inventory.

3.8 Reporting

The accounting department will provide direct administrative support regarding the control and maintenance of capital equipment, furniture, and assets. This includes record keeping, ledger reconciliation, and generating accounting reports.

Accounting will be responsible for maintaining an asset database, or ledger where all purchases are recorded; this will be used to complete the ledger reconciliation for reporting purposes and preparation of financial statements. This data will also be used to complete annual analytical analysis.

The operational departments will also be responsible for assisting the accounting department, when required, with analysis of the Small Tools/Equipment Inventory. This analysis could include review of significant variations of actual versus Useful Lives, or physical inventories, if necessary, to verify existence, location, and condition of Small Tools/Equipment in order to validate the accuracy of the accounting records.

Monthly reporting, as discussed below, will be generated by the accounting department and circulated for review to Managers. Additionally, an Electric Utility Plant in Service Report (EUPS) will be run monthly; this is used for sub ledger to general ledger reconciliation.

3.8.1 Capital Project Reporting

Monthly Capital reports will be generated by the accounting department and circulated for review to project managers. The reports will include a comparison of actual spending versus budget, projected spending for the remainder of the year, as well as the life of the project. Project managers will be responsible for reviewing the projected spending figures and updating as required. Communication will occur between project managers and accounting to confirm the projected spending. This form of reporting helps to ensure accurate weekly cash flow analysis.

4 Definitions

Asset - Defined in accordance with CICA Handbook.

Assets have three essential characteristics:

(a) They embody a future benefit that involves a capacity, singly or in combination with other assets, in the case of profit-oriented enterprises, to contribute directly or indirectly to future net cash flows;

(b) The entity can control access to the benefit; and

(c) The transaction or event giving rise to the entity's right to, or control of, the benefit has already occurred.

Capital Spending – Defined in accordance with the CICA Handbook.

Cost is the amount of consideration given up to acquire, construct, develop, or better an item of property, plant and equipment and includes all costs directly attributable to the acquisition, construction, development or betterment of the asset including installing it at the location and in the condition necessary for its intended use.

Purchases which extend the life or improve the reliability of existing assets. The total cost of Capital purchases includes all direct and/or indirect costs.

Close – All phases of a project are complete and capitalized.

Construction Work in Progress (CWIP) - Includes expenditures on a project, (or phase of a Project) which are not yet complete or placed into service.

Expenses - Decreases in economic resources, either by way of outflows or reductions of assets or incurrence's of liabilities, resulting from GLPT's ordinary revenue generating activities.

Intangible Asset - An identifiable non-monetary Asset without physical substance.

Major Maintenance – Purchases which include significant maintenance projects undertaken to maintain the reliability and efficiency of operations but do not extend the initial expected useful life of the asset. All Major Maintenance work is recorded in a Major Maintenance expense on the income statement. All purchases are approved prior to procurement.

Management/Managers – Refers to all GLPT management including, Supervisors, Superintendents, Business Controller, Managers, Directors and Vice Presidents/General Manager, and the Chief Operating Officer.

The Ontario Energy Board (OEB) - The OEB regulates the province's electricity and natural gas sectors in the public interest.

Operating Departments/staff - Includes Electrical Maintenance, Civil Maintenance, Forestry, Lines, Protection and Control, System Control, and System Planning and Engineering (SPE).

Procurement/Purchasing - These terms are used interchangeable throughout the document to imply staff responsible for procuring goods/services and tracking of all information relating to the purchase.

Project - A temporary endeavour to either create a new Capital Asset or improve an existing Asset by extending its useful life or increasing its efficiency. Alternatively, a project can be an extended maintenance activity on an existing Asset that is outside the standard maintenance schedule (Major Maintenance). Projects typically last longer than one month, with one month being the threshold used for the determination of capitalizing interest.

Project ID Number – Represents the Investment (I) number for Capital Projects and the Maintenance (M) number for Major Maintenance Projects.

Property, plant and equipment – Identifiable tangible assets that meet all of the following criteria:

(a) Are held for use in the production or supply of goods and services, for rental to others, for administrative purposes or for the development, construction, maintenance or repair of other property, plant and equipment;

(b) Have been acquired, constructed or developed with the intention of being used on a continuing basis; and

(c) Are not intended for sale in the ordinary course of business.

Spare parts and servicing equipment are usually carried as inventory and recognized in net income as consumed. However, major spare parts and standby equipment qualify as property, plant and equipment when GLPT expects to use them during more than one period. Similarly, if the spare parts and servicing equipment can be used only in connection with an item of property, plant and equipment, they are accounted for as property, plant and equipment. Property, plant and equipment and intangible assets are referred to collectively as "Capital Assets".

Regulatory Requirements – Standards set by the OEB, which GLPT is required to comply with.

Small Tools/Equipment Inventory – Capital items < $5,000. Items which will be tracked and accounted for in a group basis, using an average actual useful life. Although included in Property, Plant and Equipment, these assets are considered nominal in value and individual tracking for disposal purposes will be inefficient.

Used and Useful - A concept used by regulators to determine whether an Asset should be included in the utility's **Rate Base**. This concept requires that an asset currently provide or be capable of providing a needed service to customers. **Rate Base** is defined

by the regulator as the regulated Asset value on which the allowed rate or return can be earned. The Rate Base includes an allowance for working capital, but does not include CWIP.

Useful Life – The period over which an asset, singly or in combination with other assets, is expected to contribute directly or indirectly to the future cash flows of GLPT.

5 References

-Purchasing Card (P-Card) Program Guideline

-Procurement Procedure

-Spending Approval Procedure

6.1 Appendix 1 Depreciation Rates

Account Number	Account Description	Depreciable Life (Yrs)	Depreciation Method
1140	Land and Land Rights	0	Straight Line
1141	Clearing Rights of Way	40	Straight Line
1142	Structures and Improvements	40	Straight Line
1143	Station Equipment (including IMO Metering Assets)	40	Straight Line
1144	Towers and Fixtures (including IMO Metering Assets)	40	Straight Line
1145	Poles and Fixtures	40	Straight Line
1146	Overhead Conductors and Devices	40	Straight Line
1178	Communication Equipment	10	Straight Line
1179	Miscellaneous Equipment	10	Straight Line
1151	Structures and Improvements	50	Straight Line
1152	Station Equipment (including IMO Metering Assets)	30	Straight Line
1166	Office and Support	10	Straight Line
1171	Structures and Improvements	25	Straight Line
1172	Office Furniture and Equipment	10	Straight Line
1173	Transportation Equipment - Under 3 Tons	5	Straight Line
1176	Labratory Equipment	10	Straight Line
1177	Tools and Work Equipment	10	Straight Line
1191	Electric Plant Purchased Pre 1950	1	Straight Line
1185	Computer Hardware	5	Straight Line
1186	Computer Software	5	Straight Line
1180	System Supervisory Equipment	15	Straight Line
1170	Land and Land Rights	0	Straight Line
1192	Pre 1950 Appraisal Surplus	1	Straight Line
1240	Leasehold Improvements - 5 year life	5	Straight Line
1241	Leasehold Improvements - 10 year life	10	Straight Line
1242	Leasehold Improvements - 15 year life	15	Straight Line
1243	Leasehold Improvements - 20 year life	20	Straight Line

Assets will begin to be depreciated the month they are put into service. I.e. if an item is purchase in December it will accumulate 1 month of depreciation for that year. The same follows for disposals; items will accumulate depreciation until the month in which they are disposed of. I.e. If an item is disposed in January it will accumulate 1 month of depreciation for that year.

6.2 Appendix 2 Request to Capitalize/Close a Project

Great Lakes Power Transmission

Request to Capitalize/Close a Project

Date: _____

Project ID: _____

Project Description: _____

Amount to Capitalize: _____

Provide a description of items placed in service with dates

Is the project complete? (yes/no) _____

If yes, please list the outstanding purchase orders and work orders related to this project that will need to be closed:

Will there be any retirements? (yes/no) _____

**If yes, please note that a retirement form will need to be created and circulated for approval.*

GLP Transmission Representative

_____ _____
Signature Print Name

Project Manager

_____ _____
Signature Print Name

Accounting use only

Asset account _____ Asset ID _____

6.3 Appendix 3 Retirement Request Form

Great Lakes Power Transmission

Project ID No.	

Description:

Retired Items		Cost of Removal		Estimated Capital Retired	
A/P - Purchases	$0.00	A/P - Purchases	$0.00	Original Cost	$0.00
Labour	$0.00	Labour	$0.00	Depreciation(accounting)	
Material - Stores	$0.00	Material - Stores	$0.00	Net Book Value	$0.00
Equipment	$0.00	Equipment	$0.00		
Engineering	$0.00	Engineering	$0.00	Salvage Value (-)	
Contracts	$0.00	Contracts	$0.00	Cost of Removal (+)	$0.00
Interest	$0.00	Interest	$0.00		
				Total	$0.00
Total	$0.00	**Total**	$0.00		

Work Order Preparation	
Prepared By:	
Date:	
Estimates By:	
Checked By:	

Cash Requirements		
Month	Year	Amount
January		
February		
March		
April		
May		
June		
July		
August		
September		
October		
November		
December		
Total		$0.00

Total Authorization	$0.00

Authorized By:		Date:
Level (1)		
Level (2)		
Level (3)		

6.4 Appendix 4 Transfer of Capital Spending

Great Lakes Power Transmission

Transfer of Capital Spending

Please attach detail including project activity listing and circulate for approval.

Requestor Name:
Request Date:

	Project ID	Project Description	Total $
Transfer From:			
Transfer To:			

Reason for Transfer:

Approvals

Title:	Criteria:	Name:	Signature:	Date:
Project Manager				
Controller		Scott Seabrook		
Manager				
Director of Administration		Duane Fecteau		
General Manager	Over $50K	Andy McPhee		

1) Fill out information in blue area.
2) Print and get approvals.
3) Send to Danielle Foltz for processing.

Appendix 2-CE
Depreciation and Amortization Expense

Assumes the applicant adopted IFRS for financial reporting purposes January 1, 2013

Year 2011 CGAAP

Account	Description	Opening Regulatory Gross PP&E as at Jan 1, 2011 (a)	Less Fully Depreciated (b)	Net for Depreciation (c)	Additions (d)	Total for Depreciation (e) = (c) + ½ x (d) [1]	Years (f)	Depreciation Rate (g) = 1 / (f)	2011 Depreciation Expense (h) = (e) / (f)	2011 Depreciation Expense per Appendix 2-B Fixed Assets, Column K (i)	Variance [2] (m) = (h) - (i)
1705	Land	$ 929,048.23	$ -	$ 929,048.23	$ -	$ 929,048.23			$ -	$ -	$ -
1715	Station Equipment	153,207,358	5,576,207	147,631,151	4,268,831	149,775,566	40	3%	3,744,389	3,781,203	- 36,814
1720	Towers and Fixtures	23,683,888	114,003	23,569,885	-	23,569,885	40	3%	589,247	589,247	0
1725	Poles and Fixtures	60,437,551	1,468,026	58,969,525	135,042	59,037,046	40	3%	1,475,926	1,475,279	647
1730	Overhead Conductors & Devices	43,524,627	1,999,822	41,524,805	82,924	41,566,267	40	3%	1,039,157	1,039,208	- 51
1740	Underground Conductors & Devices	160,387	160,387	-	-	-	25	4%	-	-	-
1745	Road and Trails	966,915	309,141	657,774	-	657,774	40	3%	16,444	16,444	- 0
1908	Buildings and Fixtures	301,039	2,294	298,746	165,233	381,362	25	4%	15,254	14,144	1,110
1910	Leasehold Improvements	150,029	-	150,029	562,328	431,193	12	9%	36,959	17,350	19,609
1915	Office Furniture & Equipment	239,590	-	239,590	243,791	361,485	10	10%	36,149	27,447	8,701
1920	Computer Equipment - Hardware	1,789,401	857,120	932,281	236,516	1,050,539	5	20%	210,108	177,659	32,449
1925	Computer Software	1,915,685	698,067	1,217,618	654,912	1,545,074	5	20%	309,015	255,973	53,041
1930	Transportation Equipment	1,022,927	345,357	677,570	268,231	811,686	5	20%	162,337	138,663	23,674
1940	Tools, Shop and Garage Equipment	200,611	-	200,611	28,988	215,105	10	10%	21,511	21,080	431
1955	Communication Equipment	1,505,642	1,348,356	157,286	536,494	425,532	10	10%	42,553	19,445	23,108
1960	Miscellaneous Equipment	16,944	-	16,944	24,189	29,039	10	10%	2,904	2,876	28
1990	Other Tangible Property	757,041	757,041	-	-	-	40	3%	-	-	-
				-							-
	Subtotal	290,808,683	13,635,821	277,172,862	7,227,480	280,786,602			7,791,953	7,576,019	125,935
				-							-
1715	Station Equipment	(1,485,600)	-	(1,485,600)	-	(1,485,600)	40	3%	(37,140)	(37,140)	-
				-							
	Total	$ 289,323,083	$ 13,635,821	$ 275,687,262	$ 7,227,480	$ 279,301,002			$ 7,664,813	$ 7,538,879	$ 125,935

Notes:

1 Board policy of the "half-year" rule - the applicant must ensure that additions in the year attract a half-year depreciation expense in the first year. Deviations from this standard practice must be supported in the application.

2 The applicant must provide an explanation of material variances in evidence

General: **Applicants must provide a breakdown of depreciation and amortization expense in the above format for all relevant accounts. Asset Retirement Obligations (AROs), depreciation and accretion expense should be disclosed separately consistent with the Notes of historical Audited Financial Statements.**

Appendix 2-CF
Depreciation and Amortization Expense

Assumes the applicant adopted IFRS for financial reporting purposes January 1, 2013

Year 2012 CGAAP

Account	Description	Opening Regulatory Gross PP&E as at Jan 1, 2012 (a)	Less Fully Depreciated (b)	Net for Depreciation (c)	Additions (d)	Total for Depreciation (e) = (c) + ½ x (d) [1]	Years (f)	Depreciation Rate (g) = 1 / (f)	2012 Depreciation Expense (h) = (e) / (f)	2012 Depreciation Expense per Appendix 2-B Fixed Assets, Column K (i)	Variance [2] (m) = (h) - (i)
1705	Land	$ 929,048.23	$ -	$ 929,048.23	$ -	$ 929,048.23		$ -	$ -	$ -	$ -
1715	Station Equipment	157,496,189	6,760,213	150,735,976	24,013,370	162,742,661	40	3%	4,068,567	4,282,774	(214,208)
1720	Towers and Fixtures	23,683,888	114,003	23,569,885	-	23,569,885	40	3%	589,247	589,247	(0)
1725	Poles and Fixtures	60,572,593	1,476,437	59,096,156	4,852,494	61,522,403	40	3%	1,538,060	1,539,024	(964)
1730	Overhead Conductors & Devices	43,607,552	1,981,922	41,625,629	1,502,596	42,376,927	40	3%	1,059,423	1,070,967	(11,544)
1740	Underground Conductors & Devices	160,387	160,387	-	-	-	25	4%	-	-	-
1745	Road and Trails	966,915	309,141	657,774	-	657,774	40	3%	16,444	16,444	(0)
1908	Buildings and Fixtures	466,272	2,294	463,979	-	463,979	25	4%	18,559	18,559	0
1910	Leasehold Improvements	712,357	-	712,357	255,000	839,857	12	9%	71,988	48,224	23,764
1915	Office Furniture & Equipment	474,714	-	474,714	-	474,714	10	10%	47,471	47,471	0
1920	Computer Equipment - Hardware	2,025,917	1,054,815	971,102	151,000	1,046,602	5	20%	209,320	179,539	29,781
1925	Computer Software	2,570,597	698,067	1,872,530	471,759	2,108,409	5	20%	421,682	417,467	4,215
1930	Transportation Equipment	1,203,594	420,390	783,204	62,000	814,204	5	20%	162,841	163,358	(517)
1940	Tools, Shop and Garage Equipment	229,599	-	229,599	-	229,599	10	10%	22,960	22,960	0
1955	Communication Equipment	2,042,136	1,386,107	656,028	216,412	764,234	10	10%	76,423	76,416	7
1960	Miscellaneous Equipment	41,133	-	41,133	-	41,133	10	10%	4,113	4,113	(0)
1990	Other Tangible Property	757,041	757,041	-	-	-	40	3%	-	-	-
				-		-			-		-
	Subtotal	**297,939,932**	**15,120,817**	**282,819,115**	**31,524,630**	**298,581,430**			**8,307,099**	**8,476,565**	**(169,465)**
				-		-			-		-
1715	Station Equipment	(1,485,600)		(1,485,600)	-	(1,485,600)	40	3%	(37,140)	(37,140)	-
	Total	**$ 296,454,332**	**$15,120,817**	**$ 281,333,515**	**$31,524,630**	**$ 297,095,830**	**$ 40**	**$ 0**	**$ 8,269,959**	**$ 8,439,425**	**(169,465)**

Notes:

1 Board policy of the "half-year" rule - the applicant must ensure that additions in the year attract a half-year depreciation expense in the first year. Deviations from this standard practice must be supported in the application.

2 The applicant must provide an explanation of material variances in evidence

General: Applicants must provide a breakdown of depreciation and amortization expense in the above format for all relevant accounts. Asset Retirement Obligations (AROs), depreciation and accretion expense should be disclosed separately consistent with the Notes of historical Audited Financial Statements.

Appendix 2-CG
Depreciation and Amortization Expense

Assumes the applicant adopted IFRS for financial reporting purposes January 1, 2013

Year 2012 MIFRS

Account	Description	Opening NBV as at Jan 1, 2012 [4]	Additions	Average Remaining Life of Opening NBV [4]	Years (new additions only) [3]	Depreciation Rate on New Additions	Depreciation Expense on Opening NBV	Depreciation Expense on Additions [1]	2012 Depreciation Expense	2012 Depreciation Expense per Appendix 2-B Fixed Assets, Column K	Variance [2]	Depreciation Expense on 2012 Full Year Additions	Less Depreciation Expense on Assets Fully Depreciated during the year	2012 Full Year Depreciation [6]
		[a]	[d]	[l]	[f]	[g] = 1 / [f]	[j] = [a] / [l]	[h]=[d]*0.5]/[f]	[k] = [j] + [h]	[l]	[m] = [k] - [l]	[n]=[d]/[f]	[o]	[p] = [j] + [n] - [o]
1705	Land	$ 929,048	$ -			$ -	$ -	$ -	$ -	$ -	$ -	$ -		$ -
1715	Station Equipment	110,011,382	24,013,370	24	42	2%	4,557,517	285,873	4,843,390	4,843,390	-	571,747		5,129,264
1720	Towers and Fixtures	-	-		55	2%	-	-	-	-	-	-		-
1725	Poles and Fixtures	55,895,610	4,852,494	27	55	2%	2,058,606	44,114	2,102,719	2,102,719	(0)	88,227		2,146,833
1730	Overhead Conductors & Devices	34,886,405	1,502,596	47	60	2%	740,951	12,522	753,473	753,473	-	25,043		765,994
1740	Underground Conductors & Devices	33,081	-	10	40	3%	3,308	-	3,308	3,308	-	-		3,308
1908	Buildings and Fixtures	256,150	-	23	25	4%	11,091	-	11,091	11,091	-	-		11,091
1910	Leasehold Improvements	657,322	255,000	16	13	8%	41,882	10,200	52,082	52,082	-	20,400		62,282
1915	Office Furniture & Equipment	355,191	-	10	10	10%	35,762	-	35,762	35,762	-	-		35,762
1920	Computer Equipment - Hardware	421,149	151,000	3	5	20%	153,684	15,100	168,784	168,784	-	30,200		183,884
1930	Transportation Equipment	444,600	62,000	2	5	20%	178,816	6,200	185,016	185,016	-	12,400		191,216
1940	Tools, Shop and Garage Equipment	153,499	-	8	10	10%	20,172	-	20,172	20,172	-	-		20,172
1955	Communication Equipment	977,935	216,412	10	23	4%	98,418	4,809	103,227	103,227	-	9,618		108,036
1960	Miscellaneous Equipment	24,708	-	6	10	10%	4,185	-	4,185	4,185	-	-		4,185
											-			
	Intangibles:										-			
1745	Road and Trails	409,194	-				-	-	-	-	-	-		-
1925	Computer Software	2,125,915	471,759	5	10	10%	455,574	23,588	479,162	479,162	(0)	47,176		502,750
											-			
	Subtotal	207,581,186	31,524,630				8,359,966	402,406	8,762,372	8,762,372	-	804,812	-	9,164,778
											-			
1715	Station Equipment	(1,244,190)		39	31	3%	(31,902)	-	(31,902)	(31,902)	-	-		31,902
	Total	206,336,996	31,524,630				8,328,064	402,406	8,730,470	8,730,470	-	804,812	-	9,132,875

Notes:

1 Board policy of the "half-year" rule - the applicant must ensure that additions in the year attract a half-year depreciation expense in the first year. Deviations from this standard practice must be supported in the application.

2 The applicant must provide an explanation of material variances in evidence

3 The applicant should ensure that the years for new additions of assets are the asset useful lives determined by management in accordance with IFRS.

4 A recalculation should be performed to determine the average remaining life of opening balance of assets (i.e. excluding 2012 additions) under IFRS. For example, Asset A had a useful life of 20 years under CGAAP. On January 1, 2012, the date of transition, Asset A was 3 years depreciated. As a result, Asset A would have a remaining service life of 17 years (20 years less 3 years) under CGAAP as of January 1, 2012. Due to the transition to IFRS, management re-assessed the asset useful lives under IFRS principles and concluded that the revised useful life of Asset A is now 30 years. Therefore, the average remaining useful life of opening balance of Asset A is determined to be 27 years (30 years less 3 years) under IFRS as of January 1, 2012.

5 NBV must exclude assets still on the books but which have been fully amortized or depreciated.

6 This column refers to the calculated full year depreciation but excludes the depreciation expense on assets fully depreciated during the year. This column is used for the purpose of calculating depreciation expense in the following year on the next worksheet.

General: **Applicants must provide a breakdown of depreciation and amortization expense in the above format for all relevant accounts. Asset Retirement Obligations [AROs], depreciation and accretion expense should be disclosed separately consistent with the Notes of historical Audited Financial Statements.**

Appendix 2-CH
Depreciation and Amortization Expense

Assumes the applicant adopted IFRS for financial reporting purposes January 1, 2013

Year 2013 MIFRS

Account	Description	Additions (d)	Years (new additions only) (f)	Depreciation Rate on New Additions (g) = 1 / (f)	2013 Depreciation Expense [1] (h)=2012 Full Year Depreciation + ((d)*0.5)/(f)	2013 Depreciation Expense per Appendix 2-B Fixed Assets, Column K (I)	Variance [2] (m) = (h) - (I)
1705	Land	$ -		0%	$ -	$ -	$ -
1715	Station Equipment	1,969,996	42	2%	5,152,716	5,216,379	(63,663)
1720	Towers and Fixtures	-	55	2%	-	-	-
1725	Poles and Fixtures	1,710,387	55	2%	2,162,382	2,157,181	5,201
1730	Overhead Conductors & Devices	-	60	2%	765,994	765,961	33
1740	Underground Conductors & Devices	-	40	3%	3,308	3,308	-
1908	Buildings and Fixtures	170,000	25	4%	14,491	14,489	2
1910	Leasehold Improvements	-	13	8%	62,282	58,457	3,825
1915	Office Furniture & Equipment	-	10	10%	35,762	35,803	(41)
1920	Computer Equipment - Hardware	215,375	5	20%	205,421	181,091	24,330
1930	Transportation Equipment	240,000	5	20%	215,216	145,357	69,859
1940	Tools, Shop and Garage Equipment	-	10	10%	20,172	18,602	1,571
1955	Communication Equipment	180,900	23	4%	112,056	109,031	3,026
1960	Miscellaneous Equipment		10	10%	4,185	2,565	1,620
	Intangibles:						
1745	Road and Trails		15	7%	-	-	-
1925	Computer Software		10	10%	502,750	508,902	(6,152)
							-
	Subtotal	4,486,658			9,256,736	9,217,127	39,610
							-
1715	Station Equipment		31	3%	(31,902)	- 31,902	0
	Total	$4,486,657.57			$ 9,224,834.10	$ 9,185,224.37	39,610
	Depreciation expense adjustment resulting from amortization of Account 1575				$ -		
	Total Depreciation expense to be included in the test year revenue requirement				**$ 9,224,834.10**		

Notes:

1 Board policy of the "half-year" rule - the applicant must ensure that additions in the year attract a half-year depreciation expense in the first year. Deviations from this standard practice must be supported in the application.

2 The applicant must provide an explanation of material variances in evidence

General: **Applicants must provide a breakdown of depreciation and amortization expense in the above format for all relevant accounts. Asset Retirement Obligations (AROs), depreciation and accretion expense should be disclosed separately consistent with the Notes of historical Audited Financial Statements.**

Appendix 2-CH
Depreciation and Amortization Expense
Assumes the applicant adopted IFRS for financial reporting purposes January 1, 2013

Year 2014 MIFRS

Account	Description	Additions (d)	Years (new additions only) (f)	Depreciation Rate on New Additions (g) = 1 / (f)	2014 Depreciation Expense [1] (h)=2012 Full Year Depreciation + ((d)*0.5)/(f)	2014 Depreciation Expense per Appendix 2-B Fixed Assets, Column K (I)	Variance [2] (m) = (h) - (I)
1705	Land	$ -		0%	$ -	$ -	$ -
1715	Station Equipment	514,200	42	2%	5,135,385	5,263,566	(128,181)
1720	Towers and Fixtures	-	55	2%	-	-	-
1725	Poles and Fixtures	3,183,457	55	2%	2,175,773	2,228,914	(53,141)
1730	Overhead Conductors & Devices	-	60	2%	765,994	765,961	33
1740	Underground Conductors & Devices	-	40	3%	3,308	3,308	-
1908	Buildings and Fixtures	172,857	25	4%	14,548	21,346	(6,798)
1910	Leasehold Improvements	-	13	8%	62,282	58,457	3,825
1915	Office Furniture & Equipment	-	10	10%	35,762	35,803	(41)
1920	Computer Equipment - Hardware	223,660	5	20%	206,250	177,180	29,070
1930	Transportation Equipment	200,000	5	20%	211,216	173,332	37,884
1940	Tools, Shop and Garage Equipment	-	10	10%	20,172	18,602	1,571
1955	Communication Equipment	50,600	23	4%	109,161	114,889	(5,728)
1960	Miscellaneous Equipment		10	10%	4,185	2,565	1,620
	Intangibles:						
1745	Road and Trails		15	7%			
1925	Computer Software		10	10%	502,750	397,820	104,930
							-
	Subtotal	4,344,774			9,246,787	9,261,744	(14,957)
							-
1715	Station Equipment		31	3%	(31,902)	31,902	0
	Total	$ 4,344,773.97			$ 9,214,884.83	$ 9,229,841.34	(14,957)
	Depreciation expense adjustment resulting from amortization of Account 1575				$ -		
	Total Depreciation expense to be included in the test year revenue requirement				**$ 9,214,884.83**		

Notes:

1 Board policy of the "half-year" rule - the applicant must ensure that additions in the year attract a half-year depreciation expense in the first year. Deviations from this standard practice

2 The applicant must provide an explanation of material variances in evidence

General: **Applicants must provide a breakdown of depreciation and amortization expense in the above format for all relevant accounts. Asset Retirement Obligations (AROs), depreciation and accretion expense should be disclosed separately consistent with the Notes of historical Audited Financial Statements.**

Account 4805 – Operation Supervision & Engineering

OM&A	2010 Actual	2011 Actual	2012 Forecast
Previous Year Total	$417.450	$417.450	$612.409
Cost Driver 1 - Internal Labour Allocations		(75.400)	128.959
Cost Driver 2 - Test Equipment Rental		107.879	(67.879)
Cost Driver 3 - Consulting & Contracts		168.742	(168.450)
Cost Driver 4 - Inflation & Other		(6.262)	16.062
Current Year Total	**$417.450**	**$612.409**	**$521.101**

Cost Driver 1 – Internal Labour Allocations

2010 Actual – 2011 Actual:
Total internal labour allocated to capital increased between 2010 and 2011, and as a result internal labour costs charged to this account decreased in 2011. The primary reason for the increased labour capitalization in 2011 is internal staff focusing on the Third Line Redevelopment project and the SCADA Replacement project. The fluctuations in internal staff allocations are offset in part by backfilling duties with contract staff, as described in Cost Driver 3 of this account analysis.

2011 Actual – 2012 Forecast:
GLPT forecasts that labour capitalization will decrease in 2012 with the completion of the Third Line Redevelopment project and the SCADA Replacement project. As a result, internal staff will charge more time to USofA account 4805 in 2012. As noted above, the fluctuations in staff allocations are offset in part by changes in contract staff costs, as described in Cost Driver 3 of this account analysis.

Cost Driver 2 – Test Equipment Rental

GLPT rents test equipment annually from a third party engineering company. GLPT did not receive an invoice for this rental in 2009 or 2010, and in 2011 received invoices for all three years. As a result, there was a one-time increase in costs in 2011 reflecting three years worth of rental costs.

Cost Driver 3 – Consulting & Contracts

2010 Actual – 2011 Actual:
As described in Cost Driver 1, GLPT's internal labour allocated to capital increased between 2010 and 2011. As a result, GLPT relied more heavily on contract staff to fulfill some of the day to day operating needs of the company, thus increasing costs slightly. In addition to this increment, in 2011 GLPT incurred consulting expenses related to protection engineering support as well as flow and fault calculations.

2011 Actual – 2012 Forecast:
With the labour allocation to capital decreasing in 2012, GLPT will rely less on external contractors for its day to day operating needs, resulting in a cost decrease in this account. In addition, the one-time costs related to protection engineering and flow and fault calculations will not be incurred in 2012.

Account 4810 – Load Dispatching

OM&A	2010 Actual	2011 Actual	2012 Forecast
Previous Year Total	$1,317.455	$1,317.455	$1,393.501
Cost Driver 1 - Overtime		48.214	(24.179)
Cost Driver 2 - Labour Capitalization			(73.316)
Cost Driver 3 - Inflation & Other		27.832	45.013
Current Year Total	**$1,317.455**	**$1,393.501**	**$1,341.019**

Cost Driver 1 – Internal Labour – Overtime

As a result of a staff replacement in GLPT's system control room, additional overtime was required in 2011 to provide appropriate training to the new staff member to allow for working independently in the control room. With the training complete, it is anticipated that overtime will decrease slightly in 2012 as compared to 2011.

Cost Driver 2 – Internal Labour – Capitalization

In 2012, GLPT is forecasting that labour costs will be charged to the SCADA Replacement capital project as a result of time being spent by staff of the system control room. GLPT was able to designate operators to work on this capital project while minimizing overtime by managing and shifting its work programs for 2012.

Account 4845 – Miscellaneous Transmission Expense

OM&A	2010 Actual	2011 Actual	2012 Forecast
Previous Year Total	$393.255	$393.255	$404.164
Cost Driver 1 - Internal Labour		6.059	29.196
Cost Driver 2 - Contracts & Software		4.067	22.070
Cost Driver 3 - Inflation & Other		0.783	19.778
Current Year Total	**$393.255**	**$404.164**	**$475.208**

Cost Driver 1 – Internal Labour

GLPT's P&C technologists allocate time and expenses to this account for time spent maintaining GLPT's existing communications assets, including the existing and new SCADA systems. Internal labour and related costs increased between 2010 Actual and 2012 Forecast. This is due to a number of factors including:

- the progression of one of GLPT's P&C technologists, per GLPT's collective agreement, and
- incremental time and expenses being allocated to this account due to increased activity related to maintaining two SCADA systems

Cost Driver 2 – Contracts & Software

GLPT has experienced a marginal increase in contracts and software costs associated with its communications assets between 2010 Actual and 2012 Forecast. GLPT is responsible for all operating and maintenance expenses associated with the existing SCADA system, as well as for the new SCADA system.

Account 4815 – Station Buildings and Fixtures Expense

OM&A	2010 Actual	2011 Actual	2012 Forecast
Previous Year Total	$774.101	$774.101	$854.818
Cost Driver 1 - Labour & Related		75.139	(66.611)
Cost Driver 2 - Janitorial		14.511	(8.472)
Cost Driver 3 - Electricity & Gas		41.852	(8.313)
Cost Driver 4 - Telephone		37.195	(25.103)
Cost Driver 5 - Snowplowing		(33.762)	64.029
Cost Driver 6 - Net effect on billing		(74.505)	57.218
Cost Driver 7 - Inflation & Other		20.287	4.276
Current Year Total	**$774.101**	**$854.818**	**$871.842**

Cost Driver 1 – Labour & Labour Related Costs

Labour and labour related costs (including benefits, fleet and overhead costs) increased in 2011 over 2010. This increase was offset in part by a decrease reflected in USofA Account 4916, maintenance of station equipment. This is a result of additional operating and maintenance activities taking place at GLPT's office complex. It is anticipated that these building labour costs will decrease in 2012, when activity will return to USofA Account 4916, maintenance of station equipment.

Cost Driver 2 – Janitorial Service Costs

Janitorial service costs increased slightly in 2011. However, in 2011 GLPT sought out a new service provider for janitorial services at a lower cost, and as a result the costs are forecast to decrease in 2012 as compared to 2011.

Cost Driver 3 – Electricity and Natural Gas Costs

Electricity and natural gas costs increased in 2011 compared to 2010. This was a result of both timing and increasing electricity prices. It is forecast that in spite of expected electricity rate increases, GLPT's electricity and natural gas costs will decrease in 2012 as a result of the installation of a new HVAC system in 2011. GLPT's primary heating source is now natural gas instead of electricity.

Cost Driver 4 – Telephone

Telephone costs are driven by the cost of GLPT's main office phone lines, as well as the cost of the land lines at GLPT's various transmission station control buildings. Costs in 2011 are higher than 2010 and 2012 due in part to the upgrade of an internet connection at GLPT's backup control centre, which is located at a remote site. In addition, GLPT installed a new phone system at its main office and as a result experienced a small amount of billing overlap in 2011. Finally, the timing of billing for GLPT's main office phone line was adjusted in 2011, and as a result the total expenses reflect 13 months of costs as compared to 12 from 2010.

Cost Driver 5 – Snowplowing & Mackay Road Maintenance

Snowplowing expenses decreased in 2011 compared to 2010 as a result of low levels of snowfall. GLPT is anticipating that snowplowing expenses will come back to historical levels in 2012.

Cost Driver 6 – Office Complex Subtenant Billing

GLPT subleases a portion of its office building and yard to a third party tenant. The agreement stipulates that GLPT's subtenant will pay its proportionate share of all operating costs. As a result, to the extent there are increases or decreases in expenses related to the office complex, there is an impact on the amounts billed to the subtenant. Cost Driver 6 demonstrates the net effect of these billing impacts.

Account 4910 – Maintenance of Transformer Station Buildings and Fixtures

OM&A	2010 Actual	2011 Actual	2012 Forecast
Previous Year Total	$61.301	$61.301	$78.046
Cost Driver 1 - Tweaking HVAC		18.701	(8.926)
Cost Driver 3 - Inflation & Other		(1.956)	2.716
Current Year Total	**$61.301**	**$78.046**	**$71.836**

Cost Driver 1 – HVAC

In 2011 GLPT installed a new HVAC system, changing its primary heating source from electricity to natural gas. While this upgrade will create efficiencies and reduce heating costs in the long run, some one-time incremental maintenance costs were incurred in 2011 related to refining and tweaking the new system. Going forward, the new HVAC system will be monitored by internal staff.

Account 4820 – Transformer Station Equipment – Operation Labour,
Account 4825 – Transformer Station Equipment – Operation Supplies and Expenses,
Account 4916 – Maintenance of Transformer Station Equipment

OM&A	2010 Actual	2011 Actual	2012 Forecast
Previous Year Total	$1,011.805	$1,011.805	$841.562
Cost Driver 1 - Program Changes		(170.243)	161.354
Current Year Total	**$1,011.805**	**$841.562**	**$1,002.916**

The nature of the activities in these three accounts is quite similar and, therefore, in order to assist the Board in understanding the variances in these accounts, GLPT has combined them and described the variances as though they were derived in a single account.

Cost Driver 1 – Program Trends

the proportion of internal labour that was charged to capital activities and to USofA Account 4815 in 2011 was higher than in prior years, resulting in a cost decrease in these expense accounts. However, it is forecast that the costs related to station maintenance will return to previous historical levels in 2012.

Account 4830 – Overhead Line Expense
Account 4930 – Maintenance of Poles, Towers and Fixtures
Account 4935 – Maintenance of Overhead Conductors and Devices

OM&A	2010 Actual	2011 Actual	2012 Forecast
Previous Year Total	$270.639	$270.639	$322.897
Cost Driver 1 - Outage Restoration		79.591	(41.903)
Cost Driver 2 - Aerial Patrols		(24.212)	32.605
Cost Driver 4 - Major Maintenance			60.000
Cost Driver 5 - Inflation & Other		(3.121)	17.752
Current Year Total	**$270.639**	**$322.897**	**$391.351**

Cost Driver 1 – Outage Restoration

As a result of an outage experienced in 2011, GLPT incurred incremental costs related to restoration of power, investigating the cause of the outage, and putting measures in place to minimize the likelihood a similar situation from occurring in the future. Outage restoration costs are forecast to decrease to a level that approximates a historical average in 2012.

Cost Driver 2 – Aerial Patrols

Aerial patrols are conducted on a semi-annual basis by GLPT to identify any deficiencies that may require correction. In 2011, GLPT's aerial patrol costs decreased, however they are forecast to return to historical levels in 2012.

Cost Driver 3 – Major Maintenance

2012 – Infrared Scans:
GLPT plans to complete an infrared scan of a portion of its transmission lines in 2012 at an estimated cost of $60,000. GLPT last performed an infrared scan of its entire system in 2009 as part of its vegetation mapping and development project. It is anticipated that GLPT will spend approximately $60,000 on an annual basis for infrared scanning to support its lines maintenance program.

Account 4850 – Rents

OM&A	2010 Actual	2011 Actual	2012 Forecast
Previous Year Total	$55.661	$55.661	$57.376
Cost Driver 1 - Lease Fees & Reviews		1.715	12.400
Current Year Total	**$55.661**	**$57.376**	**$69.776**

Cost Driver 1 – Land Lease Payments & Lease Reviews

This account captures costs associated with land lease payments, managing existing land leases, and administering GLPT's use and occupation permits on First Nation reserve lands. The costs in this account are expected to increase marginally in 2012, particularly in the area of managing existing leases.

Account 4940 – Maintenance of Overhead Lines – Right of Way

OM&A	2010 Actual	2011 Actual	2012 Forecast
Previous Year Total	$1,169.582	$1,169.582	$1,217.111
Cost Driver 1 - Inflation & Other		47.529	45.268
Current Year Total	**$1,169.582**	**$1,217.111**	**$1,262.379**

GLPT has continued its six year Right of Way maintenance cycle with no substantial variations occurring between 2010 and 2012, aside from inflationary pressures.

Account 4945 – Maintenance of Overhead Lines – Roads & Trails

OM&A	2010 Actual	2011 Actual	2012 Forecast
Previous Year Total	$128.935	$128.935	$54.781
Cost Driver 1 - program adjustment		(74.154)	59.159
Current Year Total	**$128.935**	**$54.781**	**$113.940**

Cost Driver 1 – Program Trends

GLPT's roads and trails maintenance costs decreased in 2011 as a result of a reduction in the required maintenance for the year. It is anticipated that these costs will return to historical levels in 2012.

Account 5605 – Executive Salaries and Expenses

OM&A	2010 Actual	2011 Actual	2012 Forecast
Previous Year Total	$630.877	$630.877	$940.176
Cost Driver 1 - Corporate Cost Allocation		306.035	(106.035)
Cost Driver 2 - Employee Retirement			(75.416)
Cost Driver 3 - Inflation & Other		3.264	12.285
Current Year Total	**$630.877**	**$940.176**	**$771.010**

Cost Driver 1 – Corporate Cost Allocation

In the 2011 and 2012 test years GLPT sought to recover a portion of its costs associated with corporate services ($100,000 and $200,000, respectively). In 2011, GLPT paid its full share of the Corporate Cost Allocation of $306,035 ($298,571 as calculated for 2010, plus 2.5% for inflation). However, in 2012 it is forecast that GLPT will bear a Corporate Cost Allocation only to the extent that it is included in approved revenue requirement ($200,000).

Cost Driver 2 – Staff Retirement

In the early part of 2011, GLPT had a staff member retire, creating a vacancy. GLPT assessed the need for refilling the position and determined that the duties could be managed if spread across existing staff within the company. As a result, savings have been realized within this account.

Account 5615 – General Administrative Salaries

OM&A	2010 Actual	2011 Actual	2012 Forecast
Previous Year Total	$897.338	$897.338	$1,510.143
Cost Driver 1 - Finance Admin		48.445	77.438
Cost Driver 2 - IT Admin		136.144	(22.113)
Cost Driver 3 - Health & Safety Admin		73.550	(0.318)
Cost Driver 4 - Land Transfer Tax		313.919	(313.919)
Cost Driver 5 - Pension Payment		76.287	(76.287)
Cost Driver 6 - Inflation & Other		(35.540)	13.868
Current Year Total	**$897.338**	**$1,510.143**	**$1,188.812**

Cost Driver 1 – Finance Administration

GLPT's costs have increased in its finance/accounting department primarily as a result of the addition of a Senior Accountant.

Further to this, staff roles that were formerly filled by temporary employees have been converted to full time permanent staff. While GLPT often retains temporary staff for job functions and responsibilities that are short term in nature, it was evident to GLPT that the job functions and responsibilities being handled by these particular temporary staff were not in fact short term in nature.

Cost Driver 2 – Information Technology Administration

GLPT experienced cost increases in IT administration in 2011 due to incremental software, licensing and maintenance fees incurred in the year. These fees are primarily related to equipment, servers and software purchased in 2009 and 2010. The additional software relates primarily to increased security, including upgraded firewalls and upgraded event monitoring programs. The additional equipment maintenance is related to coverage for equipment failures which reduces overall business risk and maximizes the life span of equipment.

In 2012, GLPT's IT costs are expected to be offset in part by a reduction in labour costs achieved by internal staff working on capital projects, and thus charging directly attributable labour costs to those capital projects.

Cost Driver 3 – Health and Safety Administration

Health and Safety administration costs increased in 2011 over 2010 primarily in the area of internal labour, overheads and benefits. In 2011, GLPT realized the full cost of the Health and Safety Specialist hired in 2010. In addition, union staff spent a greater proportion of time on joint health and safety activities in 2011, including inspection follow ups, standard reporting and meetings. This increase is a partial offset related to a decrease in labour costs experienced in USofA account 4820, transformer station equipment – operation labour.

Health and Safety administration costs are not expected to vary significantly in 2012.

Cost Driver 4- Land Transfer Tax

In 2011 GLPT incurred a Land Transfer Tax cost related to the transfer of its assets from Great Lakes Power Limited to Great Lakes Power Transmission LP in 2008. While a significant portion of the cost was added to fixed assets, a portion of the cost was related to interest on the balance that was outstanding since the transfer of the assets. The interest component was charged to this USofA account, and is a one-time expense.

Cost Driver 5 – Pension Adjustment

In June 2011, GLPT made a payment of $76,287 to purchase an annuity for its Retirement Plan for Designated Executives. This one-time expense created a variance within this account for 2011, but is not expected to arise again in the future.

Account 5620 – Office Supplies and Expenses

OM&A	2010 Actual	2011 Actual	2012 Forecast
Previous Year Total	$219.856	$219.856	$189.328
Cost Driver 1 - Travel costs		(27.205)	29.172
Cost Driver 2 - Inflation & Other		(3.323)	11.640
Current Year Total	**$219.856**	**$189.328**	**$230.140**

Cost Driver 1 – Travel Costs

Travel costs decreased in 2011 compared to 2010, particularly as it relates to senior management and finance. However, it is anticipated that travel costs will return to historical levels in 2012.

Account 5630 – Outside Services Employed

OM&A	2010 Actual	2011 Actual	2012 Forecast
Previous Year Total	$1,727.672	$1,727.672	$421.845
Cost Driver 1 - Rate Application		(1,169.425)	136.264
Cost Driver 2 - Audit Fees		(61.685)	29.620
Cost Driver 3 - Other Legal		(41.418)	49.615
Cost Driver 4 - Admin Programs		(33.299)	32.652
Current Year Total	**$1,727.672**	**$421.845**	**$669.996**

Cost Driver 1 – Regulatory Applications

GLPT's professional fees and intervenor costs related to regulatory applications decreased significantly in 2011 compared to 2010.

GLPT anticipates that regulatory activity will increase in 2012 as a result of this application and proceeding.

Cost Driver 2 – Audit Fees

GLPT's audit fees were lower than 2010 due in part to an over-accrual of the fees in 2010, resulting in a decrease in the 2011 expense. In addition, GLPT was able to reduce its audit fees due to the elimination of quarterly reviews which were done for the period of 2007 to 2010. GLPT anticipates that audit fees will increase slightly in 2012 as a result of the pending adoption of IFRS, which will add various complexities to GLPT's reporting and disclosure requirements.

Cost Driver 3 – Professional Fees

GLPT incurs professional fees for various types of activities including but not limited to advice on employee matters, union matters, pension matters, property matters, etc. In addition, as a prudent, licenced transmitter in Ontario, GLPT has a responsibility and an obligation to participate in certain consultations and proceedings initiated by the Board (such as the current consultation on renewed regulatory framework for electricity distributors and transmitters). Due to the nature of these types of activities, the costs in this account tend to fluctuate from year to year more than most other types of costs. In 2011, GLPT's professional fees were lower than 2010, but are forecast to return to historical levels in 2012.

Cost Driver 4 – Administrative Programs

GLPT employs outside services in its various administrative departments including finance, health and safety, environment and information technology. Activities included in this category include audits of GLPT's health and safety program, its environmental program, and its internal controls, as well as costs related to contract staff or consulting resources. In 2011 these costs decreased as a result of fewer audits being conducted, combined with a reduction in the use of contract staff in the finance department (due to filling full time positions). It is anticipated that these costs will return to historical levels, particularly as it relates to the various audits GLPT conducts. In addition, it is forecast that GLPT will rely on outside services to a small extent for the administration of IFRS on a go-forward basis, the cost of which will no longer be captured in the existing deferral account.

Account 5635 – Property Insurance

OM&A	2010 Actual	2011 Actual	2012 Forecast
Previous Year Total	$196.676	$196.676	$182.003
Cost Driver 1 - Property Insurance		23.806	41.946
Cost Driver 2 - Auto Insurance		(23.363)	26.200
Cost Driver 3 - Inflation & Other		(15.116)	(0.149)
Current Year Total	**$196.676**	**$182.003**	**$250.000**

Cost Driver 1 – Property Insurance

GLPT's property insurance premiums, which are outside of management's control, have increased from 2010 to 2012 due primarily to loss experiences in the insurance industry abroad. At the time of renewals in 2011 it was indicated to GLPT that 2011 was on pace to break all prior records for insured losses. This resulted in an increased cost to insurers which translated into increased premiums for customers.

Cost Driver 2 – Automobile Insurance

GLPT received a credit in 2011 related to overpaid auto insurance premiums from prior years. As a result, insurance expenses decreased marginally for 2011 but are expected to return to historical levels for 2012.

Account 5655 – Regulatory Expenses

OM&A	2010 Actual	2011 Actual	2012 Forecast
Previous Year Total	$159.600	$159.600	$187.526
Cost Driver 1 - Hearing Costs		26.510	(26.510)
Cost Driver 2 - Inflation & Other		1.416	3.932
Current Year Total	**$159.600**	**$187.526**	**$164.948**

Cost Driver 1 – OEB Hearing Costs

GLPT incurred costs in 2011 related to hearings for proceedings EB-2009-0408 and EB-2010-0291. GLPT does not anticipate any hearing costs for 2012.

Account 5665 – Miscellaneous General Expense

OM&A	2010 Actual	2011 Actual	2012 Forecast
Previous Year Total	$39.689	$39.689	$38.181
Cost Driver 1 - Inflation & Other		(1.508)	0.167
Current Year Total	**$39.689**	**$38.181**	**$38.348**

GLPT does not anticipate any material variances within this account.

Account 5680 – Electrical Safety Authority Fees

OM&A	2010 Actual	2011 Actual	2012 Forecast
Previous Year Total	$19.115	$19.115	$19.688
Cost Driver 1 - Inflation & Other		0.573	1.312
Current Year Total	**$19.115**	**$19.688**	**$21.000**

GLPT does not anticipate any material variances within this account.

THIS LEASE dated as of July 1, 2009

BETWEEN:

GREAT LAKES POWER LIMITED

(the "Landlord")

- AND -

GREAT LAKES POWER TRANSMISSION LP

(the "Tenant")

WHEREAS:

The Landlord has agreed to lease to the Tenant, and the Tenant agreed to lease from the Landlord, the Premises, effective as of July 1, 2009.

IN CONSIDERATION of the rents reserved and the covenants and provisos herein contained on the part of the Tenant, the Landlord hereby leases the Premises to the Tenant for the Term on the terms and conditions set out herein.

1. DEFINITIONS

In this lease, unless there is something in the subject matter or context inconsistent therewith:

(a) "**Additional Rent**" has the meaning given to that term in Subsection 5(b).

(b) "**Annual Rent**" means the amount set out in Section 5(a).

(c) "**Buildings**" means all of the buildings situated on the Lands including all fixtures, improvements and amenities located thereon and therein.

(d) "**Business Day**" means any day, other than Saturday, Sunday or any statutory holiday in the Province of Ontario.

(e) "**CPI**" means the Consumer Price Index - All items, for Ontario (or any index published in substitution for the Consumer Price Index or any other replacement index reasonably designated by the Landlord if it is no longer published) published by Statistics Canada (or by any successor thereof or any other governmental agency including a provincial agency). In the case of any required substitution, the Landlord shall be entitled to make all necessary conversions for comparison purposes. If the base year for the Consumer Price Index (or the substituted or replacement index) is changed, the Landlord and the Tenant will make the necessary conversions.

(f) "**Environmental Activities**" means any activity, event or circumstance in respect of a Hazardous Substance, including, without limitation, its storage, use, holding, collection, purchase, accumulation, assessment, management, generation, manufacture, construction, processing, treatment, stabilization, disposition, handling or transportation or its release into the natural environment including movement through or in the air, soil, subsoil, sediments, surface water or groundwater.

(g) "**Environmental Laws**" means all applicable federal, provincial, municipal or local statutes, regulations, by-laws, permits, orders or rules having the force of law, relating to the protection of the environment, occupational health and safety and/or Environmental Activities, and the manufacture, processing, distribution, use, treatment, storage, disposal, discharge, transport or handling of any Hazardous Substances.

(h) "**Extension Term**" has the meaning given to that term in Section 4.

(i) "**GST**" means any and all goods and services taxes, sales taxes, value added taxes, or any other taxes imposed on the Landlord or the Tenant from time to time in respect of the Rent payable by the Tenant to the Landlord under this lease or the rental of the Premises or the provision of any goods, services or utilities, whatsoever by the Landlord to the Tenant under this lease, whether or not in existence at the commencement of the Term, and whether characterized as a goods and services tax, sales tax, value added tax or harmonized sales tax and any other costs payable under the *Excise Tax Act* (Canada).

(j) "**Hazardous Substances**" means any waste or other substance that is listed, defined, designated, or classified as, or otherwise determined to be, hazardous, radioactive, deleterious or toxic or a pollutant or a contaminant, including any mixture or solution thereof, which is defined, governed or may form the basis of liability under any Environmental Laws.

(k) "**Initial Term**" has the meaning given to that term in Section 3.

(l) "**Lands**" means the lands located at 2 Sackville Road, Sault Ste. Marie, Ontario and more particularly described in Schedule "A" hereto.

(m) "**Lease Year**" means the twelve (12) month period from the Rent Commencement Date and each twelve (12) month period thereafter during the Term and any Renewal Term, provided that the last Lease Year of the Term will commence on the first day after the immediately preceding Lease Year and terminate on the last day of the Term.

(n) "**Losses**" means any and all claims, liabilities, obligations, losses, costs, expenses (including reasonable legal, accounting and similar expenses), proceedings, orders, fines, taxes, levies, imposts, duties, deficiencies, assessments, charges, penalties, damages, settlements, diminution in value and judgments.

(o) "**Person**" means any individual, partnership, limited partnership, joint venture, syndicate, sole proprietorship, company or corporation with or without share capital, unincorporated association, trust, trustee, executor, administrator or other legal personal representative, regulatory body or agency, government or governmental agency, authority or entity however designated or constituted.

(p) "**Premises**" means the Lands and all of the Buildings, improvements and equipment thereon and therein.

(q) "**Rent**" means and includes the Annual Rent, Additional Rent and all other sums payable by the Tenant to the Landlord or to other Persons under this lease.

(r) "**Rent Commencement Date**" means July 1, 2009.

(s) "**Sublease**" means a sublease by the Tenant of, or any other agreement pursuant to which the Tenant grants the right to use or occupy, all or any part of the Premises.

(t) "**Subtenants**" means all persons occupying or entitled to occupy, enjoy the use of or carry on business within portions of the Premises pursuant to Subleases at any time during the Term.

(u) "**Taxes**" has the meaning given to that term in subsection 9.2.

(v) "**Term**" means, collectively, the Initial Term and the Extension Term, if any.

2. DEMISE OF PREMISES

The Landlord hereby leases the Premises to the Tenant and the Tenant hereby takes and leases the Premises for the Term and subject to the covenants, agreements, conditions and provisos herein contained, reserving always unto the Landlord the Rent as herein provided.

3. TERM

To hold the Premises for the term of five (5) years and six (6) months (the "Initial Term"), commencing on the 1st day of July, 2009, and ending on the 31st day of December, 2014.

4. OPTION TO EXTEND

On or prior to March 1, 2014, provided that the Tenant is not then in default of its obligations under this lease beyond any applicable cure or grace period, the Tenant will have the right to provide to the Landlord a written notice to the effect that it elects to extend the term of this lease for an additional five (5) year period (the "Extension Term"), upon the same terms and conditions contained in this lease; provided that there shall be no further extension option, and Annual Rent for the Extension Term shall be at the then market rent for premises comparable to the Premises as is agreed to by the parties, failing which it shall be determined by a single arbitrator pursuant to the *Arbitration Act, 1991* (Ontario).

5. RENT

The Tenant shall pay to the Landlord, at c/o Brookfield Renewable Power Inc., 480, boulevard de la Cité, Gatineau, Québec, J8T 8R3, or at such other place as the Landlord may direct in writing, during the Term in lawful money of Canada, without any demand, set off, abatement, compensation or deduction whatsoever, on the days and at the times hereinafter specified, Rent, which shall include, the aggregate of the sums specified as follows:

(a) Annual Rent - During the first Lease Year, Annual Rent in the amount of $307,598 per annum, and during each of the remaining Lease Years of the Term, shall be the Annual Rent payable during the Lease Year immediately preceding such period, increased by the percentage amount of any increase in the CPI for the immediately preceding Lease Year. During the first year of the Extension Term, if any, the Annual Rent shall be such amount as is determined in the manner more particularly set out in Section 4 hereof, and for each of the remaining Lease Years of the Extension Term, shall be the Annual Rent payable during the Lease Year immediately preceding such period, increased by the percentage amount of any increase in the CPI for the immediately preceding Lease Year. Annual Rent shall be payable in equal monthly installments in advance on the first day of each month during the Term and any Extension Term.

(b) Additional Rent - Such other amounts, charges, costs and expenses as are required to be paid by the Tenant to the Landlord pursuant to this lease in addition to Annual Rent, whether or not such amounts are specifically designated elsewhere in this lease as additional rent ("Additional Rent").

(c) Partial Months – If the Term commences on a day other than the first day of a calendar month or if the Term (or the Extension Term, if applicable) expires or is terminated on a day other than the last day of a calendar month, then the Annual Rent and the Additional Rent for such fractional months shall be prorated on the basis of a 365 day year.

6. NET LEASE

The Tenant acknowledges and agrees that it is intended that this lease shall be a completely net lease for the Landlord and that (i) the Landlord shall not be responsible during the Term for any costs, charges, expenses or outlays of any nature or kind whatsoever arising from or relating to the Premises, and (ii) the Tenant shall be responsible, as Additional Rent, for all costs, charges, expenses, outlays and impositions of every nature and kind relating to the Premises, including, without limitation, all costs, charges, expenses, outlays and impositions with respect to taxes, insurance, repairs (whether of a capital nature or otherwise), maintenance, cleaning, heating, cooling, water, electricity and utilities.

7. GOODS AND SERVICES TAX

Unless otherwise noted, all amounts payable under this lease do not include GST. The Tenant will, at the same time it makes payment of Rent to the Landlord, pay all GST exigible

with respect to Rent (including for certainty Additional Rent). GST will not be deemed to be Additional Rent but the Landlord will have all of the same remedies with respect to collection of GST as it has with respect to Rent in arrears.

8. CONDITION OF PREMISES

The Tenant acknowledges that it has inspected the Premises and the Premises are being provided to the Tenant in an "as-is" condition, including with respect to all leasehold improvements contained therein.

9. TENANT'S COVENANTS

The Tenant covenants with the Landlord as follows:

9.1 **Rent** - to pay Rent as provided herein;

9.2 **Taxes and assessments** - the Tenant shall pay as they become due during the Term, directly to the appropriate taxing authority, all taxes, assessments and charges levied on or with respect to the Premises or any part thereof or any personal property of the Landlord used therefor or on account thereof, including, without limitation, all realty and other governmental taxes, local improvement rates, business taxes, school taxes, licence fees, assessments and levies on or in respect of the Premises and their use by the Tenant, ("Taxes"). The Tenant is not obliged to pay, and Taxes shall not include, corporate, income or profits taxes or similar taxes assessed on the income of the Landlord or its assignees. At the request of the Landlord, the Tenant will provide to the Landlord reasonable evidence that Taxes have been paid when due. The Landlord may pay any outstanding Taxes not paid by the Tenant pursuant to this Section 9.2 and the Tenant shall indemnify the Landlord for Taxes so paid by the Landlord. The Landlord is entitled to recover any Taxes it pays from the Tenant as Rent in arrears. The Tenant may take advantage of any legal provision for paying Taxes by installments or deferring payments, provided no penalty is incurred other than interest on the unpaid balance. The Tenant will have the right, exercisable from time to time, to contest any Taxes and appeal any assessments with respect thereto; withdraw any such contest or appeal; and agree with the taxing authorities on any settlement or compromise with respect to Taxes. The Landlord will co-operate with the Tenant in respect of any such contest or appeal and will provide the Tenant with all relevant information, documents and consents required by the Tenant in connection with any such contest or appeal;

9.3 **Use** - to use and occupy the Premises only for the purpose of general office and storage, for a system control centre, and for mechanical/vehicle repairs and maintenance and for no other purpose without the Landlord's prior written consent, which consent shall not be unreasonably withheld;

9.4 **Compliance with laws** - to comply with and conform to the requirements of every applicable statute, law, by-law, regulation, requirement and order from time to time in force during the Term which is applicable to the Premises, including in respect of the condition, maintenance, use or occupation of the Premises, including all Environmental Laws, and in so doing the Tenant shall make the necessary alterations, repairs, or additions to or deletions from any part of the Buildings or any equipment or other facility used in connection with or appurtenant to the Lands or the Buildings; provided that the use of any part of the Premises as a non-conforming use under any applicable zoning bylaw is not a violation of the provisions of this paragraph. The Landlord shall have the right to oversee (at no cost or expense to the Tenant) any alterations or improvements to the Premises. The Tenant shall ensure that all activities at the Premises, including the operation of the Tenant's business at the Premises, are in strict compliance with all Environmental Laws. The Tenant shall not, and shall not permit any other person to, do anything related to Hazardous Substances at or from the Premises except in full compliance with all Environmental Laws;

9.5 **Maintenance and repairs** - at the Tenant's expense, during the Term and any Extension Term, to operate and maintain the Premises and to keep the Premises at all times in good order and condition, commensurate with buildings of comparable age and location; and at the Tenant's expense to make all repairs, interior and exterior, structural

and non-structural, ordinary as well as extraordinary, foreseen as well as unforeseen, required to keep the Premises in good order and condition, reasonable wear and tear excepted; the repairs to be in all material respects substantially equal in quality and workmanship to the original work and material in the Premises, and to meet the requirements of municipal and government authorities and fire insurance underwriters;

9.6 **Waste** - not to suffer any waste or injury to the Premises or any part thereof, and not to use or occupy the Premises or any part thereof or permit it to be used or occupied for an unlawful purpose;

9.7 **Liens** - not permit any charge, lien, mortgage or encumbrance to be registered against the Lands or Premises or any part thereof, including any lien arising under the *Construction Lien Act* (Ontario), other than a charge by the Tenant of its interest in this Lease in favour of CIBC Mellon Trust Company;

9.8 **Insurance**

(a) At the Tenant's expense, to take out and maintain in accordance with policy terms and conditions:

(i) comprehensive general liability insurance against claims for personal and bodily injury, death or property damage or loss arising out of the negligent acts or omissions of the Tenant, indemnifying and protecting the Landlord and the Tenant on a per occurrence basis to an amount of not less than $5,000,000 in respect of any one accident or occurrence;

(ii) insurance coverage against the perils of fire and standard extended coverage endorsement perils as prudent tenants would insure covering all leasehold improvements and all of the Tenant's property for not less than 100% of the full replacement cost thereof;

(iii) business interruption insurance including coverage for loss of profits; and

(iv) such other forms of insurance as the Landlord may reasonably require from time to time.

(b) The Tenant shall duly and punctually pay all premiums and other sums of money payable for maintaining any such insurance as aforesaid. If the Tenant fails to so pay the premiums, the Landlord will have the right to make such payments and to recover all amounts so paid from the Tenant as Rent in arrears;

(c) At the request of the Landlord, all certificates or other evidence of continuity of insurance shall be delivered to the Landlord as well as, at the Landlord's request, evidence satisfactory to the Landlord that the premiums thereon have been paid. Delivery to and examination by the Landlord of any policy of insurance or certificate thereof or other evidence of insurance shall in no way relieve the Tenant of any of its obligations to insure in strict compliance with the provisions of this Section 9.8, and shall in no way operate as a waiver by the Landlord of any of its rights;

(d) The Tenant hereby releases the Landlord from any and all liability for loss or damage caused at any time by any of the perils against which the Tenant shall have insured or have been required to insure pursuant to the terms of this lease, and hereby covenants to indemnify and save harmless the Landlord from and against all manner of actions, causes of action, suits, damages, loss, costs, claims and demands of any nature whatsoever relating to such loss or damage, excepting only where such loss or damage is caused or contributed to by the negligence of the Landlord or those for whom the Landlord is responsible at law.

9.9 **Replacement of damaged Buildings** - that the complete or partial destruction of or damage to the Premises by any cause does not terminate this lease nor entitle the Tenant to surrender possession of the Premises nor to demand any abatement or reduction of Rent or other charges payable under this lease, any laws or statutes to the contrary notwithstanding. Except to the extent being repaired or replaced by any subtenant

pursuant to the terms of any sublease that may be in effect at the relevant time, within sixty (60) days from the happening of the damage or destruction, the Tenant shall begin the repair or replacement thereof and with due diligence repair or reconstruct the Building(s) or replace the Building(s) with another building(s) of the same type and character and of equal value. After completing the repair, reconstruction or replacement, the balance of any insurance proceeds or other proceeds available by reason thereof belong absolutely to the Tenant. Provided that if complete destruction or damage which would cost more than $500,000 to repair occurs during the last two (2) years of the Term, the Tenant may, at its option, decline to repair or rebuild the Building(s) and may terminate this lease. In this event, the insurance or other proceeds available by reason of the destruction or damage belong exclusively to the Landlord;

9.10 **View state of repair** - to permit the Landlord at all reasonable times to enter and view the state of repair of the Premises and to cause the Tenant to make such repairs as are consistent with the Tenant's repair obligations under this lease;

9.11 **Surrender** - at the expiry of the Term or the Extension Term or other sooner termination, to quit the Premises and surrender the Premises in good order and condition as required under the provisions of Section 9.5, subject only to the provisions of Section 9.9, and all the right, title and interest therein of the Tenant ceases and vests in the Landlord;

9.12 **Nuisance** - not to do, omit or permit to be done upon the Premises anything of which shall be or result in a nuisance. For certainty, the Landlord acknowledges that permitted uses shall not constitute a nuisance;

9.13 **Assignment and Subletting** - the Tenant will not assign or sublet in the aggregate more than 60% of the square footage of the Premises without the prior written consent of the Landlord, which shall not be unreasonably withheld; except that the Landlord hereby consents to the charging by the Tenant of its interest in this lease in favour of CIBC Mellon Trust Company pursuant to a Deed of Trust dated as of March 12, 2008. No conveyance, sale, transfer or assignment by the Tenant will relieve the Tenant of its obligations hereunder;

9.14 **Alterations** - the Tenant will not make any material improvements or alterations to the Premises without the Landlord's prior written approval, which shall not be unreasonably withheld;

9.15 **Utility charges** - to pay promptly all charges or costs for water, electricity and other utilities accrued from the Rent Commencement Date; provided that if the Tenant fails to pay any such charges or costs when due, the Landlord will have the right (but not the obligation) to pay such charges or costs and to recover all amounts so paid as Rent in arrears;

9.16 **Indemnities** – except to the extent caused or contributed to by the negligent act or omission of the Landlord or those for whom the Landlord is responsible at law, to indemnify the Landlord against all liabilities, damages, costs, fines, suits, claims, demands and actions of any kind for which the Landlord may become liable arising out of:

(a) a breach, violation or non-performance of a covenant, condition or agreement in this lease on the part of the Tenant to be observed or performed;

(b) damage to the property of the Tenant, or a Subtenant or licensee of the Tenant and persons claiming through the Tenant, or damage to other property (whether made in connection with the making of any repairs, alterations or improvements to the Premises or otherwise);

(c) claims for wages or materials relating to the making by the Tenant or any Subtenant of any repairs, alterations or improvements to the Premises; and

(d) injury to or the death of a person or persons occurring on the Premises; and

9.17 **Distress** - subject to the rights of any leasehold mortgagee, all goods and chattels which are the property of the Tenant from time to time on the Premises are subject to distress for rent, and the Tenant hereby irrevocably waives and renounces the benefit of any present or future legislation taking away or diminishing the Landlord's right of distress.

10. LANDLORD'S COVENANTS

The Landlord covenants with the Tenant as follows:

10.1 **Quiet enjoyment** - to grant quiet enjoyment to the Tenant, and to perform and observe all of its obligations under the lease, subject to the Tenant's obligation to pay Additional Rent;

10.2 **Notice to Subtenants** - the Landlord agrees that in the event of a breach of any covenant contained herein by the Tenant, it shall provide any Subtenant with notice and an opportunity to cure such default;

10.3 **Insurance** – to take out and maintain in accordance with policy terms and conditions:

(i) comprehensive general liability insurance against claims for personal and bodily injury, death or property damage or loss, on a per occurrence basis to an amount not less than $5,000,000 in respect of any one accident or occurrence;

(ii) insurance coverage against the perils of fire and standard extended coverage endorsement perils as prudent landlords would insure covering the Buildings and the Lands for not less than 100% of the full replacement cost thereof;

(iii) boiler and machinery insurance; and

(iv) loss of rental income insurance.

11. ENVIRONMENTAL INDEMNITIES

To the extent that the Tenant is required to indemnify any Subtenant for any third party claims (including orders) that arise as a result of the presence of any Hazardous Substances that are in, on, under or have migrated from the Premises as of the date of this lease, the Landlord hereby agrees to indemnify the Tenant with respect to such third party claims, except to the extent that the presence of such Hazardous Substances was caused or contributed to by any act or omission of the Tenant or those for whom the Tenant is responsible at law.

Except to the extent that a Loss or a claim is provided for in the preceding paragraph, the Tenant shall indemnify the Landlord for any Losses suffered by the Landlord as a result of any Hazardous Substances that are in, on, under or have migrated from the Premises after the date of this Sublease, except to the extent caused or contributed to by the negligent act or omission of the Landlord or those for whom the Landlord is responsible at law.

12. ASSIGNMENT BY LANDLORD

The Landlord may at any time and from time to time, sell, lease or otherwise dispose of the whole or any part of the Premises and, at any time and from time to time, may grant security on the Premises.

13. MONTHLY TENANCY

If upon the termination of this lease or any extension thereof the Landlord permits the Tenant to remain in possession of the Project and accepts Rent, a tenancy from year to year is not created by implication of law and the Tenant is deemed to be a monthly tenant only, subject to all the terms and conditions of this lease except as to duration.

14. NON-WAIVER

Any condoning, excusing or overlooking by the Landlord of any default, breach or non-observance by the Tenant of any covenant, proviso or condition herein contained does not operate as a waiver of the Landlord's rights hereunder in respect of any continuing or subsequent default, breach or non-observance, nor defeat or affect in any way the rights of the Landlord hereunder in respect of any continuing or subsequent default, breach or non-observance, and all rights and remedies herein contained on the part of the Landlord are deemed to be cumulative and not alternative.

15. SURRENDER

No surrender of the lease by the Tenant is valid unless accepted in writing by the Landlord.

16. DEFAULT PROVISIONS

Whenever:

(a) the Tenant defaults in the payment of any installment of Rent or any other sum payable hereunder and the Tenant fails to remedy such default within five (5) days after the giving of notice in writing by the Landlord to the Tenant of such default;

(b) the Tenant fails to perform or observe any of the covenants, agreements or provisions, conditions or provisos contained in this lease on the part of the Tenant (other than the payment of Rent or other sums of money) and the failure continues for, or is not remedied within, thirty (30) days next after the giving of notice in writing by the Landlord to the Tenant of the nature of the failure, or such longer period as may be required provided that the Tenant is diligently taking actions to remedy such default;

(c) the Term hereby granted shall be taken in execution or attachment for any cause whatsoever;

(d) the Tenant becomes bankrupt or insolvent;

(e) a trustee, receiver or like person is appointed with respect to the business or assets of the Tenant;

(f) any petition or other application is filed in or presented to any court of competent jurisdiction for the dissolution, liquidation or winding up of the Tenant or for the appointment of a receiver or receiver and manager for the Tenant;

(g) the Tenant shall make an assignment for the benefit of creditors or shall make any sale or other disposition of goods and chattels which is governed by legislation relating to bulk sales incidental to any reorganization of the Tenant;

(h) this lease is assigned or sublet other than in accordance with the provisions hereof; or

(i) any insurance policy is cancelled or threatened to be cancelled as a result of any particular use or occupancy of the Premises by the Tenant and such use or occupancy is not modified within 48 hours after notice in writing from the Landlord;

(each an "Event of Default"), then, on the occurrence and during the continuance of any Event of Default, the Landlord may, at its option, and in addition to any other remedy now or hereafter provided under the terms hereof or at law or in equity:

(i) terminate the lease by the giving of notice in writing to the Tenant;

(ii) re-enter and take possession of the Premises or any part thereof in the name of the whole and have again, repossess and enjoy the Premises in the

Landlord's former estate, anything herein to the contrary notwithstanding, as though the Tenant were holding over after the expiration of the Term; and the Term shall, at the option of the Landlord, forthwith become forfeited and determined; and any obligations of the Tenant accruing hereunder prior to the date of such re-entry and termination shall not be affected or in any way limited by such re-entry and termination, but shall survive and the Tenant shall save harmless and indemnify the Landlord from any and all loss, costs, damages, claims and expenses which the Landlord may suffer or incur by reason of such termination of this lease, notwithstanding such termination;

(iii) re-let the Premises or any part thereof from time to time as the Tenant's agent and on the Tenant's account and in the Tenant's name, as the Tenant's agent and for that purpose may enter the Premises or any part thereof in the name of the whole, but without terminating this lease, upon giving the Tenant written notice of the Landlord's intent to re-let the Premises under this Subclause (iii); and the Landlord shall apply the proceeds of and any rent derived from such re-letting the Premises, after deducting its costs of re-letting, first to the payment of any indebtedness of the Tenant other than Rent, and second to the payment of Rent in arrears;

(iv) distrain against the goods and chattels of the Tenant located on the Premises, and for the purposes of such distraint, the Landlord may use such force as it may deem necessary for the purpose and for gaining access to the Premises without being liable for any action in respect thereof or for any loss or damage occasioned thereby and the Tenant hereby expressly releases the Landlord from all actions, proceedings, claims or demands whatsoever for or on account or in respect of any such forcible entry or any loss or damage sustained by the Tenant in connection therewith. The Tenant waives and renounces the benefit of any present or future statute taking away or limiting the Landlord's right of distress and covenants and agrees that notwithstanding any such statute, none of the goods and chattels of the Tenant on the Premises at any time during the Term shall be exempt from levy by distress for Rent in arrears;

(v) recover from the Tenant all damages and expenses incurred by the Landlord as a result of any breach; and/or

(vi) recover from the Tenant all arrears of Rent together with the next three (3) months' Rent as accelerated Rent.

17. EXPROPRIATION

In the event of expropriation of any part or all of the Premises, each of the Landlord and the Tenant will be entitled to seek compensation for their respective interests so expropriated. Any award for injurious affection resulting from expropriation of any part of the Premises will be divided between the Landlord and the Tenant as they mutually agree or failing agreement, as determined by arbitration in accordance with the terms of the *Arbitration Act, 1991* (Ontario).

18. NOTICES

Any notice required or permitted to be given hereunder shall be in writing and shall be given by facsimile or other means of electronic communication or by hand-delivery as hereinafter provided. Any such notice if sent by facsimile or other means of electronic communication, shall be deemed to have been received on the Business Day following sending, or if delivered by hand shall be deemed to have been received at the time it is delivered to the applicable address noted below either to the individual designated below or to an individual at such address having apparent authority to accept deliveries on behalf of the addressee. Notice of change of address will also be governed by this section. Notices and after communications shall be addressed as follows:

(a) To the Tenant:

c/o Great Lakes Power Limited
2 Sackville Road
Sault Ste. Marie, Ontario
P6B 6J6

Fax: (705) 941-5600

Attention: Duane M. Fecteau, Director of Administration

(b) To the Landlord:

c/o Brookfield Renewable Power Inc.
480 boulevard de la Cité
Gatineau, Québec
J8T 8R3

Fax: (819) 561-7188

Attention: Lee Butler, CFO, Canadian Operations

19. MISCELLANEOUS

19.1 **Entire Agreement** - The Tenant acknowledges that there are no covenants, representations, warranties, agreements or conditions expressed or implied relating to this lease or the Premises save as expressly set out in this lease.

19.2 **Amendment** - This lease may not be modified or amended except by an instrument in writing signed by the parties hereto or by their successors or assigns.

19.3 **Binding effect** - The terms and provisions of this lease extend to, are binding upon and enure to the benefit of the parties, their successors and assigns.

19.4 **Governing Law** - This lease shall be construed and enforced in accordance with the laws of the Province of Ontario.

19.5 **Captions** - The captions appearing at the headings of the paragraphs in this lease have been inserted as a matter of convenience and for reference only and in no way define, limit or enlarge the scope or meaning of this lease or any of its provisions.

19.6 **Planning Act** - This lease is entered into subject to the express condition that it is to be effective only if the provisions of the *Planning Act* (Ontario) are complied with.

19.7 **No Registration** - This lease may not be registered against title to the Premises. Either the Landlord or the Tenant may prepare and register, at the registering party's cost, a notice of this lease against title to the Premises. Such notice shall only describe the parties, the Premises, the Term, the commencement date, and any options to renew or extend the Term. The Tenant covenants and agrees to discharge the notice of lease at its cost, upon the expiry or earlier termination of this lease.

19.8 **Counterparts** - This lease may be executed in several counterparts which shall together constitute one and the same agreement. Electronic scanning or facsimile transmission will have the same effect as the original.

[remainder of page intentionally blank]

IN WITNESS WHEREOF the parties hereto have hereunto caused their corporate seals to be affixed under the hands of their proper officers duly authorized in that behalf.

SIGNED, SEALED AND DELIVERED

GREAT LAKES POWER LIMITED

By: _____
Name:
Title:

By: _____
Name: Patricia Bood
Title: Vice-President and Secretary

GREAT LAKES POWER TRANSMISSION LP, by its general partner, GREAT LAKES POWER TRANSMISSION INC.

By: _____
Name:
Title:

By: _____
Name:
Title: Patricia Bood
Secretary

SCHEDULE "A"

LANDS

2 Sackville Road, Sault Ste. Marie:

Property Identifier Number: 31558-0001(LT)

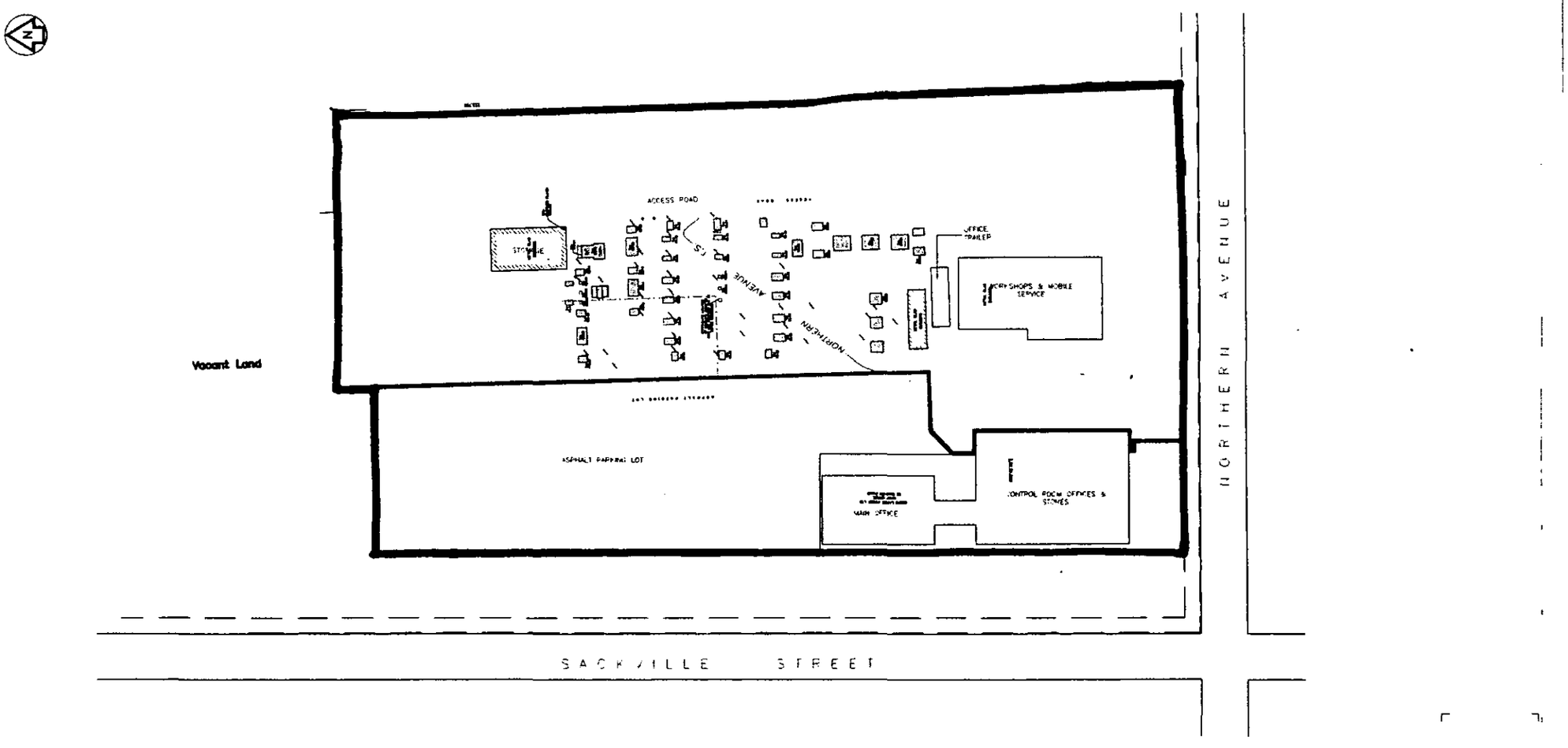
PCL 12220 SEC AWS; LT 1 PL 763 TARENTORUS; LT 2 PL 763 TARENTORUS; LT 3 PL 763 TARENTORUS; LT 4 PL 763 TARENTORUS; LT 5 PL 763 TARENTORUS; LT 6 PL 763 TARENTORUS; LT 7 PL 763 TARENTORUS; LT 8 PL 763 TARENTORUS; LT 9 PL 763 TARENTORUS; LT 10 PL 763 TARENTORUS; LT 11 PL 763 TARENTORUS; LT 12 PL 763 TARENTORUS; LT 13 PL 763 TARENTORUS; LT 14 PL 763 TARENTORUS; LT 15 PL 763 TARENTORUS; LT 16 PL 763 TARENTORUS; LT 17 PL 763 TARENTORUS; LT 18 PL 763 TARENTORUS; LT 19 PL 763 TARENTORUS; LT 20 PL 763 TARENTORUS; LT 21 PL 763 TARENTORUS; LT 22 PL 763 TARENTORUS; LT 23 PL 763 TARENTORUS; LT 24 PL 763 TARENTORUS; LT 25 PL 763 TARENTORUS; LT 26 PL 763 TARENTORUS; LT 27 PL 763 TARENTORUS; LT 28 PL 763 TARENTORUS; LT 29 PL 763 TARENTORUS; LT 30 PL 763 TARENTORUS; LT 31 PL 763 TARENTORUS; LT 32 PL 763 TARENTORUS; 20 FT LANE PL 763 TARENTORUS CLOSED BY B625; DELAWARE AV PL 763 TARENTORUS CLOSED BY B625; BALTIMORE AV PL 763 TARENTORUS CLOSED BY T67631; BALMORAL AV PL 763 TARENTORUS CLOSED BY T26546 PT 2 1R9112; PT LT 14 RCP H732 TARENTORUS PT 1 & 3 1R9112; S/T PT 3 1R9112 AS IN T103710; S/T EASEMENT IN GROSS OVER PTS 1 & 2 1R11504 AS IN AL31 995; SAULT STE. MARIE.

SCHEDULE "B"

PREMISES

[See attached plan.]

Schedule B - Premises



GREAT LAKES POWER
SAULT STE MARIE, ONTARIO

G SALTAN
T DANIEL
B BUSTRAEN

SCALE 1:500

DRAWING NO

REVISION

Calculation of return on deferred PP&E balance

Average Useful Life 20
Annual depreciation 14,875

	Calculation of return on deferred PP&E balance added to Rate Bae							
		Opening Balance	Depreciation	Closing	Average balance	WACC	Return on Capital	Rate Base Impact
1	2013	$ 297,495	$ 14,875	$ 282,620	$ 290,058	7.59%	$ 22,015	$ 36,890
2	2014	282,620	14,875	267,746	275,183	7.74%	21,299	36,174
3	2015	267,746	14,875	252,871	260,308	7.74%	20,148	35,023
4	2016	252,871	14,875	237,996	245,433	7.74%	18,997	33,871
5	2017	237,996	14,875	223,121	230,559	7.74%	17,845	32,720
6	2018	223,121	14,875	208,247	215,684	7.74%	16,694	31,569
7	2019	208,247	14,875	193,372	200,809	7.74%	15,543	30,417
8	2020	193,372	14,875	178,497	185,934	7.74%	14,391	29,266
9	2021	178,497	14,875	163,622	171,060	7.74%	13,240	28,115
10	2022	163,622	14,875	148,748	156,185	7.74%	12,089	26,963
11	2023	148,748	14,875	133,873	141,310	7.74%	10,937	25,812
12	2024	133,873	14,875	118,998	126,435	7.74%	9,786	24,661
13	2025	118,998	14,875	104,123	111,561	7.74%	8,635	23,510
14	2026	104,123	14,875	89,249	96,686	7.74%	7,483	22,358
15	2027	89,249	14,875	74,374	81,811	7.74%	6,332	21,207
16	2028	74,374	14,875	59,499	66,936	7.74%	5,181	20,056
17	2029	59,499	14,875	44,624	52,062	7.74%	4,030	18,904
18	2030	44,624	14,875	29,750	37,187	7.74%	2,878	17,753
19	2031	29,750	14,875	14,875	22,312	7.74%	1,727	16,602
20	2032	14,875	14,875	-	7,437	7.74%	576	15,450
							$ 229,826	$ 527,321

Calculation of carry charges on deferred PP&E balance added to Deferral and variance Account Balances		
	7.59%	$ 11,289.94
Difference		$ 218,536.11

Appendix 2-T
Deferred PILs Account 1592 Balances

The following table should be completed based on the information requested below, in accordance with the notes following the table. An explanation should be provided for any blank entries.

Tax Item	Principal as of December 31, 2011
Large Corporation Tax grossed-up proxy from 2006 EDR application PILs model for the period from May 1, 2006 to April 30, 2007	
Large Corporation Tax grossed-up proxy from 2006 EDR application PILs model for the period from January 1, 2006 to April 30, 2006 (4/12ths of the approved grossed-up proxy), if not recorded in PILs account 1562	
Ontario Capital Tax rate decrease and increase in capital deduction for 2007	
Ontario Capital Tax rate decrease and increase in capital deduction for 2008	
Ontario Capital Tax rate decrease and increase in capital deduction for 2009	
Ontario Capital Tax rate decrease and increase in capital deduction for 2010	
Capital Cost Allowance class changes from 2006 EDR application for 2006	
Capital Cost Allowance class changes from 2006 EDR application for 2007	
Capital Cost Allowance class changes from 2006 EDR application for 2008	
Capital Cost Allowance class changes from 2006 EDR application for 2009	
Capital Cost Allowance class changes from 2006 EDR application for 2010	
Capital Cost Allowance class changes from 2006 EDR application for 2011	
Capital Cost Allowance class changes from any prior application not recorded above. Please provide details and explanation separately.	
Ontario Income Tax Rate changes	$ 16,362
Total	$ 16,362

Notes:

1 Revise the deferral and variance account continuity schedule to include account 1592 as a group 2 account and enter all relevant information for transactions, adjustments, etc., for all relevant years.

2 Describe each type of tax item that has been recorded in account 1592.

3 Provide the calculations that show how each item was determined and provide any pertinent supporting evidence and documentation.

4 Please state whether or not the applicant followed the guidance provided in the FAQ of July 2007. If not, please provide an explanation.

5 Identify the account balance as of December 31, 2011 as per the 2011 Audited Financial Statements. Identify the account balance as of December 31, 2011 as per the April 2012 2.1.7 RRR filing to the Board. Provide a reconciliation if the balances provided are not identical to each other and to the total shown on the continuity schedule.

6 Complete the above table based on the answers to the previous. Add rows as required to complete the analysis in an informative manner. Please provide the completed table as a working Excel spreadsheet.

Exhibit 10, Tab 3, Schedule 1

Responses to SEC Interrogatories

GLPT's Responses to SEC's IR's in EB-2012-0300

September 21, 2012

Interrogatory 1

Not provided

Interrogatory 2

Questions

a) Please detail the GLPT budget approval process.

Response

GLPT prepares a five year business plan; the plan is submitted to the Vice President and General Manager of GLPT for approval. Once the plan is approved by the Vice President and General Manager of GLPT, the plan is presented to the Power & Utility Group management of Brookfield. Once approved by the Power & Utility Group management, the budget is considered approved and the information is provided to the corporate managers of GLPT.

Interrogatory 3

a) Please provide a copy of all presentations and other documents provided to the Board of Directors and GLPT's partners supporting approval of this application and the associated budgets.

Response

In support of the budget approval process outlined in SEC Interrogatory 2, GLPT has attached at Appendix SEC 3 a copy of its 2013-2017 Financial Budget/Business Plan.

As it relates to the approval of the rate application the Vice President and General Manager of GLPT and the responsible Brookfield Power Utility managers review the application in its entirety as such no supplemental information is provided to them.

Interrogatory 4

Reference: Ex. 2-1-1/p.9

Questions

a) What is the projected in-service date of Phase 1 and 2 of the Master SCADA replacement project?

Responses

The projected in Service Dates for Phases 1 and 2 are Q4 2012 and Q2 2013, respectively.

Interrogatory 5

Reference: Ex.2-1-1/p.11

Question

a) Please explain the per structure cost increase for the Algoma Lines Wood structure replacements from 2013 to 2014.

Response

Please refer to GLPT's response to Board staff interrogatory 41.

Interrogatory 6

Reference: Ex.2-1-1/p.14

Question

Please provide further details about the "conditions experienced when erecting new structures within Third Line TS for the Third Line Redevelopment project" that led to the acceleration of the Algoma Lines Wood Structure. Please provide any business cases or other documents regarding the acceleration of the project.

Response

The Algoma Lines Wood Structures were included as part of a condition assessment performed by a third party, Polecare International Inc. in 2009. The report indicated that the structures were in poor condition and therefore GLPT planned to begin a structure replacement program in 2013. As a part of this program, the structures replaced in 2012, along with the ones scheduled for replacement in 2013 and 2014 were planned for replacement. However, understanding that the structures were already in poor condition, visual condition assessments were conducted during the Third Line Redevelopment project to ensure integrity of the structures prior to transfer of the new egress circuits. At this point GLPT determined that replacement of these structures was necessary in 2012. For further information, please see the response to Energy Probe interrogatory 15(b).

Interrogatory 7

Reference: Ex.2-1-1/p.15

Question

a) Please provide the forecasted in-service date for the Third Line Redevelopment Project.

Response

The Third Line Redevelopment Project is forecasted to be partially in service in Q3-2012, with the remainder of the project to be in service in the early part of Q4-2012.

Interrogatory 8

Reference: Ex.4-2-2/p.24

Question

With respect to EWT LP costs:

a) How much of GLPT's resources have in 2011 and 2012 have been allocated to EWT LP. Please provide a detailed breakdown of those costs.

Response

Senior management of GLPT have allocated time to EWT during 2011 and 2012. The costs directly attributable to that time, which have been moved out of GLPT for 2011 and 2012, primarily include:

Vice-President, Regulatory and Legal has allocated 50% of available time;
Vice President / General Manager has allocated 50% of available time; and
Vice President, Project Development has allocated 100% of available time.

GLPT has provided the following table indicating the costs allocated for January-December 2011 and for January-June 2012.

	2011	2012	Total
Senior Management	$395,400	$201,825	$597,225
Other Costs	$118,229	$47,391	$165,620
Total	$513,629	$249,216	$762,845

b) Why does the GLPT believe that its senior executives will no longer be required for the EWT Line initiative in 2014?

Response

GLPT would like to clarify that only three of the executives will return their attention in full to GLPT, as the Vice President of Project Development will not turn his attention to GLPT in 2014.

GLPT has assumed the EWT designation process will be completed in 2013. As such, any 2014 work completed on the EWT Line initiative will be work related to the development stage. GLPT believes that the development stage of the EWT Line initiative will require standalone resources, and will no longer require the three senior executives mentioned above. GLPT has requested a deferral account to protect the interest of the rate payer in the event that GLPT employees are required to assist in the EWT Line initiative's development stage in 2014.

Interrogatory 9

Reference: Ex.4-2-4-B/p.23

Question

Please update the 'Benchmarking' table to take into account Canadian Niagara Power Inc's 2013 distribution cost-of-service application EB-2012-0112.

Response[1]

An updated 'Benchmarking' table incorporating Canadian Niagara Power Inc's 2013 distribution cost-of-service application EB-2012-0112 is provided below. Please note that the CNPI-Fort Erie and CNPI-Eastern Ontario Power rates have been harmonized in EB-2012-0112 and the results for these two utilities have been combined in the table.

The affiliate cost for CNPI Transmission presented in the table below has been corrected from $454,444 to $201,929, resulting in a decrease in the affiliate cost as a percentage of revenue requirement from 9.9% to 4.4%. In the table provided within the Navigant Report, CNPI Transmission's affiliate costs were calculated as the total affiliate costs including corporate services, finance, human resources, etc. The revised table reflects only CNPI Transmission's corporate service costs, which is consistent with the costs provided for GLPT and for the other comparators in the table. Non-corporate service costs have been removed from the CNPI amounts. GLPT notes that its cost as a percentage of revenue requirement is still significantly lower than the average of the comparators, and is the lowest of the group.

[1] In preparing the response to this SEC interrogatory 9, GLPT consulted with Navigant Consulting.

Utility	Affiliate Costs	Total Revenue Requirement	Affiliate Cost as percentage of Revenue Requirement
Algoma Power Inc.	$428,538	$20,452,136	2.1%
CNPI – Port Colborne	$228,745	$5,957,084	3.8%
CNPI – Fort Erie & Eastern Ontario Power	$398,650	$13,208,113	3.0%
CNPI - Transmission	$201,929	$4,612,444	4.4%
Average of Peers	$1,526,982	$43,221,684	2.84%
Great Lakes Power Transmission	$467,220	$35,247,807	1.33%

1
2

Interrogatory 10

Reference: Ex.4-2-3/p.2

Question

a) Please provide a justification for each new position created since 2011.

Response

Summer Student positions: A task activity listing was developed by each department in each year with various tasks identified and amount of time required for each task. Based on task listing, there was sufficient work to employ one student for the summer of 2011 and two students for the summer of 2012.

Service Desk Technician – A temporary position was created to provide desk side support for IT systems; equipment builds such as laptops, desktops and printers; administration assistance such as backups and monitoring system status; end user and group training; maintenance of intranet portal; and service desk system maintenance. The position was created to relieve a portion of the significant workload faced by existing full time IT staff.

Forestry Technician – The work done by this technician was previously done by external contractors. The position eliminates the need to use a contractor for these activities, reducing contract costs and bringing additional knowledge in house. This allows GLPT to have year round planning and monitoring of the Forestry Contractors and programs. The costs of this position are reflected in USofA Account 4940. While the overall cost within this account has not changed as a result of hiring the forestry technician, GLPT has improved efficiencies and is able to accomplish more work with the same total budget in the account as a result of a more effective use of funds.

Interrogatory 11

Reference: Ex.4-2-3/p.2

Question

a) What type of assumptions is GLPT making in this Application regarding a future collective agreement with the Power Workers' Union?

Response

GLPT has made no specific assumptions in regards to a future collective agreement in filing this application. Instead, GLPT has applied the 3.1% CPI increase to all OM&A expenditures, inclusive of labour related costs.

Interrogatory 12

Reference: Ex.5-1-1/p.2

Question

a) Please provide a copy of all outstanding debt instruments.

Response

Please see the information attached at Appendix SEC 12.

Interrogatory 13

Reference: Ex.9-1-3/p.6

Question

With respect to the Comstock deferral account:

a) Please provide a detailed breakdown of all costs recorded in the Comstock deferral account.

Response

As at December 31, 2011, the following costs were recorded in the Comstock deferral account:

Legal Fees	$	1,560,409
Engineering Consultants		27,275
Interest & Carrying Charges		204,493
	$	**1,792,177**

b) Please provide a copy of all pleadings and interlocutory decisions/orders in this matter.

Response

Please find the pleadings attached at Appendix SEC 13. There have been no interlocutory decisions/orders in this matter.

Interrogatory 14

Reference: Ex.9-1-4/p.9

Question

a) Please explain what potential future costs could be recorded in IFRS Gains and Loses deferral account.

Response

As noted in Exhibit 9, Tab 1, Schedule 3 of GLPT's application: "With the AcSB's decision (along with the Board's support) to allow rate regulated entities to defer adoption of IFRS for an additional year (effective January 1, 2013 for GLPT), GLPT's 2012 financial statements and regulatory accounting will be accounted for using CGAAP." Given the decision of the AcSB to allow the deferral of the implementation of IFRS and GLPT's election to defer, GLPT still has the same level of difficulty in formulating reasonable estimates in the calculation of the revenue requirement as was present in the EB-2010-0291 and as such are requesting the continuance of this account.

The types of costs that could be recorded in this account are unforeseen costs that may be incurred at the time of retiring an asset as a result of writing off the net book value of the asset. As an example, if GLPT were to retire an asset component with a net book value of $100, IFRS requires that GLPT retire the asset and record an expense for the net book value in the year of retirement. Conversely, Canadian GAAP generally allows the asset to remain in service until it becomes fully depreciated.

Exhibit 10, Tab 3, Schedule 1

Appendices to Responses to SEC Interrogatories

Financial Model

Great Lakes Power Transmission LP
2013-2017 Financial Budget

Great Lakes Power Transmission LP
Table of Contents

Financial Statements

Great Lakes Power Transmission LP

Balance Sheet - Annual

	2013	2014	2015	2016	2017
Assets					
Current Assets					
Cash	$ 853,337	$ 1,041,311	$ 877,131	$ 957,247	$ 490,013
Accounts receivable	3,323,916	3,352,833	3,334,614	3,342,513	3,398,531
Due from related parties	50,000	50,000	50,000	50,000	50,000
Prepaid expenses and other	450,000	450,000	450,000	450,000	450,000
	4,677,253	4,894,144	4,711,745	4,799,760	4,388,545
Pension asset	1,945,000	1,945,000	1,945,000	1,945,000	1,945,000
Property, plant and equipment					
Gross	244,568,352	248,913,126	253,696,423	258,420,725	277,869,433
CWIP	2,279,544	2,352,407	2,034,410	1,642,910	1,293,345
Accum. deprec.	(17,921,837)	(27,183,581)	(36,485,325)	(45,827,069)	(55,308,939)
Property, plant and equipment, net	228,926,059	224,081,952	219,245,508	214,236,567	223,853,839
	$ 235,548,311	$ 230,921,096	$ 225,902,252	$ 220,981,327	$ 230,187,384
Liabilities and Capital Account					
Current liabilities					
Accounts and other payables	$ 1,869,355	$ 1,864,091	$ 1,864,091	$ 1,864,091	$ 1,864,091
Taxes payable	1,920,027	2,201,881	2,354,802	2,447,554	2,538,071
Due to related parties	100,000	100,000	100,000	100,000	100,000
	3,889,382	4,165,971	4,318,893	4,411,645	4,502,162
Pension liability	2,371,000	2,371,000	2,371,000	2,371,000	2,371,000
Senior bonds	116,728,947	114,881,158	112,903,753	110,787,640	108,523,087
Deferred income taxes	9,719,761	10,449,975	11,031,490	11,490,983	11,957,525
	132,709,090	131,868,104	130,625,136	129,061,268	127,353,775
Capital account	102,839,222	99,052,991	95,277,116	91,920,059	102,833,609
	$ 235,548,311	$ 230,921,096	$ 225,902,252	$ 220,981,327	$ 230,187,384

Great Lakes Power Transmission LP

Statement of Capital Account - Annual

	2013	2014	2015	2016	2017
Opening capital account	$ 107,385,440	$ 102,839,222	$ 99,052,991	$ 95,277,116	$ 91,920,059
Net income	7,953,782	8,213,770	8,224,125	8,142,943	8,413,551
Equity investments from BIP	-	-	-	-	11,500,000
Distributions paid	(12,500,000)	(12,000,000)	(12,000,000)	(11,500,000)	(9,000,000)
Closing capital account	$ 102,839,222	$ 99,052,991	$ 95,277,116	$ 91,920,059	$ 102,833,609

Great Lakes Power Transmission LP

Income Statement - Annual

	2013	2014	2015	2016	2017
Revenues					
Transmission revenues	$ 39,451,870	$ 39,795,086	$ 40,015,363	$ 40,110,158	$ 40,782,376
Total Revenues	39,451,870	39,795,086	40,015,363	40,110,158	40,782,376
Operating Expenses					
Operations and administration	7,844,123	8,123,438	8,326,524	8,534,687	8,748,054
Maintenance	2,492,475	2,555,916	2,619,814	2,685,309	2,752,442
Insurance	257,750	265,740	272,384	279,193	286,173
Property taxes	243,000	246,600	252,765	259,084	265,561
Extraordinary expenditure	121,400	228,264	233,971	239,820	245,815
Regulatory asset costs	580,254	150,000	150,000	150,000	150,000
Total Operating Expenses	**11,539,002**	**11,569,958**	**11,855,457**	**12,148,093**	**12,448,045**
Net Operating Income	**27,912,868**	**28,225,129**	**28,159,906**	**27,962,066**	**28,334,331**
Interest - senior bonds	7,920,000	7,822,618	7,685,537	7,539,258	7,383,166
Deferred financing fees - senior bonds	186,806	195,494	202,959	210,529	218,182
Capitalized interest	(163,554)	(159,912)	(150,775)	(139,456)	(127,051)
Depreciation of transmission assets	9,217,127	9,261,744	9,301,744	9,341,744	9,481,870
Total tax and other	1,920,027	2,201,881	2,354,802	2,447,554	2,538,071
	19,080,406	**19,321,825**	**19,394,267**	**19,399,630**	**19,494,238**
Deferred taxes	918,761	730,213	581,515	459,493	466,542
Other expense/(income)	(40,081)	(40,679)	(40,000)	(40,000)	(40,000)
Total Net Income	**$ 7,953,782**	**$ 8,213,770**	**$ 8,224,125**	**$ 8,142,943**	**$ 8,413,551**

Great Lakes Power Transmission LP

Statement of Cash Flows - Annual

	2013	2014	2015	2016	2017
Operating Activities					
Net Income	$ 7,953,782	$ 8,213,770	$ 8,224,125	$ 8,142,943	$ 8,413,551
Items not affecting cash;					
Depreciation of transmission assets	9,217,127	9,261,744	9,301,744	9,341,744	9,481,870
Deferred taxes	918,761	730,213	581,515	459,493	466,542
Deferred financing fees	186,806	195,494	202,959	210,529	218,182
Net change in non-cash working capital & other	(20,781)	247,673	171,141	84,853	34,499
	18,255,695	18,648,894	18,481,484	18,239,561	18,614,644
Investing Activities					
Additions to property, plant and equipment	(4,467,031)	(4,417,637)	(4,465,300)	(4,332,803)	(19,099,143)
	(4,467,031)	(4,417,637)	(4,465,300)	(4,332,803)	(19,099,143)
Financing Activities					
Debt amortization - senior bonds	(972,950)	(2,043,282)	(2,180,364)	(2,326,642)	(2,482,735)
BIP equity investments/(repayments)	-	-	-	-	11,500,000
Distributions paid	(12,500,000)	(12,000,000)	(12,000,000)	(11,500,000)	(9,000,000)
	(13,472,950)	(14,043,282)	(14,180,364)	(13,826,642)	17,265
(Decrease) increase in cash	315,714	187,975	(164,180)	80,116	(467,233)
Cash, beginning balance	537,623	853,337	1,041,311	877,131	957,247
Cash, ending balance	$ 853,337	$ 1,041,311	$ 877,131	$ 957,247	$ 490,013

Great Lakes Power Transmission LP

Notes to Financial Model

1. NATURE AND DESCRIPTION OF BUSINESS

Great Lakes Power Transmission LP (GLPT) is engaged in the safe, reliable, cost efficient and environmentally friendly transmission of electricity in the areas adjacent to Sault Ste. Marie, Canada and is subject to the regulations of the Ontario Energy Board (the "OEB").

2. BASIS OF PRESENTATION

These forecasted financial statements are prospective results of operations and financial position based on assumptions that reflect the entity's expected courses of action for the period covered given management's judgment as to the most probable set of economic conditions, together with one or more hypotheses that are assumptions which are consistent with management's judgment.

The forecasted financial statements are for the five year period ended December 31, 2017.

3. BALANCE SHEET ASSUMPTIONS

Cash

GLPT minimizes cash balances to make the most efficient use of funds. GLPT expects to generate surplus cash periodically over the forecast period. Given the debt-equity position of GLPT, this excess cash will be invested with the parent company and drawn on as required to fund capital projects. This investment of cash at the parent level has not been reflected on the projected financial statements. GLPT will pay distributions when cash becomes available.

Account Receivable

Accounts receivables are based on current month revenues, collectible from the Independent Electricity System Operator ("IESO") approximately 20 calendar days after the end of the month.

Due from Related Parties

Amounts due from related parties include licensing fees and other shared costs that are due from other Brookfield entities.

Prepaid Expenses and Other

Prepaid expenses and other include but are not limited to OEB fees, Canadian Electricity Association fees, Electrical Safety Authority fees, insurance premiums and inventory.

Pension Asset

GLPT participates in a defined benefit pension plan. The net asset associated with this plan is reflected on the balance sheet as a pension asset. It is assumed that no material changes will take place to the existing asset over the term of these projected financial statements.

Property, Plant and Equipment

Property, plant and equipment consists both of capital assets as well as construction work in progress. Property, plant and equipment are depreciated on a straight line basis at rates between 1.67% and 20%.

The company transfers assets classified as construction work in progress to property, plant and equipment when the asset being constructed is put into service.

Great Lakes Power Transmission LP

Notes to Financial Model

Accounts and Other Payables
Accounts and other payables represents trade accounts payable supporting operating and capital expenditures, and the interest payable on all outstanding debt.

Interest on outstanding debt is accrued monthly with interest payments on Senior debt made semi-annually in June and December.

Due to Related Parties
Amounts due to related parties include lease costs, licensing fees and other shared costs that are due to other Brookfield entities.

Taxes Payable
GLPT is a Limited Partnership, and as such does not pay income tax at the company level. GLPT records a tax provision based on current taxes at the corporate level. A provision for Income Taxes has been calculated for each year using effective tax rates.

Pension Liability
GLPT participates in a non-registered benefit plan. The net liability associated with this plan is reflected on the balance sheet as a pension liability. It is assumed that no material changes will take place to the existing liability over the term of these projected financial statements.

Senior Bonds
Senior bonds have been issued for CDN$120 million, the balance reflected on the balance sheet is net of finance fees that will be amortized over a 20 year period.

Under the current bond agreement, principal re-payments will begin in December 2013. Principal repayment amounts that are due within one year are not reflected as a current liability and remain on the balance sheet as long term debt.

4. INCOME STATEMENT ASSUMPTIONS

Revenue
Revenue for 2013 - 2017 is estimated using a Cost of Service approach to develop the company's annual revenue requirement. It is expected that the company will submit and receive approval for new revenue requirement effective January 1 of each year. Each year's revenue requirement will be dependent upon the applicable cost of capital parameters issued by the OEB for that year (i.e., return on equity and cost of short term debt). For the cost of long term debt component, GLPT will utilize its effective debt rates based on outstanding third party debt for each year.

Great Lakes Power Transmission LP

Notes to Financial Model

Expenses

Operations, maintenance, administration, insurance, property taxes and extraordinary expenditures are based on the approved 2013 and 2014 budget for the company, and have been increased annually by the assumed inflation rate of 2.5% for each year 2015 through 2017.

GLPT just completed a comprehensive bottom-up OM&A budget for 2013 and 2014 for its 2013/14 rate application which was filed on June 29, 2012. The bottom-up approach enables GLPT to allocate resources appropriately to continue to run a safe, reliable, cost efficient and environmentally friendly transmission operation.

Any incremental OM&A expenses are assumed to be collected through revenue requirement. Where OM&A expenses are not approved by the OEB, they will be eliminated from GLPT's plan.

Interest and Financing Fees

Interest expense is recorded on the outstanding Senior bonds at an effective rate of 6.89%, with a coupon interest rate of 6.60%.

Capitalized Interest

Interest on funds used during construction is charged to construction work in progress at the company's weighted average interest rate on all outstanding debt. Interest is charged based on monthly closing balances in the construction work in progress account.

Depreciation of Transmission Assets

Depreciation of the company's property, plant and equipment is forecasted based on net fixed asset values. Property, plant and equipment is depreciated on a straight line basis at rates between 1.67% and 20%.

Regulatory Asset Costs

In 2010, GLPT adopted IFRS for corporate reporting. As such, no regulatory assets or liabilities are recorded on the balance sheet. Any change in regulatory accounts instead flows through the Income Statement as 'Regulatory Asset Costs'. GLPT tracks all regulatory accounts separately. GLPT's assumptions related to balance collections and disbursements are found on the "Deferral Accounts" schedule.

Total Tax and Other

GLPT is a Limited Partnership, and as such does not pay tax at the company level. GLPT records a tax provision based on currently enacted tax rates at the corporate level. Total tax and other represents the current tax provision for each period.

Deferred taxes

Deferred taxes represent non-cash taxes that will be payable in a future year. These taxes are not recoverable through the OEB's cost of service rate-making regime; however at the point they become current taxes, they will be collectible through the OEB's process through inclusion in revenue requirement.

Other Income

Where applicable, Other income would represent revenues, expenses, gains or losses from activities that are not operational in nature.

Great Lakes Power Transmission LP

Notes to Financial Model

5. CASH FLOW ASSUMPTIONS

Depreciation and Amortization
Depreciation of the company's property, plant and equipment is forecasted based on net fixed asset values. Property, plant and equipment is depreciated on a straight line basis at rates between 1.67% and 20%.

Deferred taxes
Deferred taxes represent non-cash taxes that will be payable in a future year.

Non-Cash Working Capital
Items considered as non-cash working capital include: Accounts receivable, Prepaid expenses and other, Accounts payable, and Income taxes payable. The year-to-year variances in these accounts are reflected in the cash flow forecast.

Additions to Property Plant and Equipment
The cash flow budget is affected by the forecasted capital spending for each year. All capital spending is tracked through construction work in progress. The company transfers assets classified as construction work in progress to property, plant and equipment when the asset being constructed is put into service.

Distributions Paid
Distributions paid represent funds that are transferred to the parent company. Distributions will be paid annually and will be based on both the cash flow generated in the previous year, and on maintaining a consistent debt/equity structure throughout the forecast period.

GLPT will make payments to the parent company related to a corporate cost allocation in each year.

GLPT will also make cash distributions equal to the current income tax expense in each year of operation. As a result, total cash distributions to the parent company is equal to the distributions paid per the Statement of Cash Flows, plus the current year income tax expense.

All distributions payments will abide by covenants found in GLPT's existing Deed of Trust.

	2013	2014	2015	2016	2017
Distributions	$ 12,500	$ 12,000	$ 12,000	$ 11,500	$ 9,000
CCA	470	484	496	509	522
Cash taxes	1,500	1,920	2,202	2,355	2,448
Total	$ 14,470	$ 14,404	$ 14,698	$ 14,364	$ 11,969

Support Schedules

Great Lakes Power Transmission LP

Revenue Requirement Calculations

Fiscal Year End: December 31	2013	2014	2015	2016	2017
Rate Base					
Opening Gross Assets	$ 242,381	$ 246,848	$ 251,266	$ 255,731	$ 260,064
Opening Accumulated Depreciation	(8,705)	(17,922)	(27,184)	(36,485)	(45,827)
Net Assets	233,676	228,926	224,082	219,246	214,237
Opening CWIP	(2,299)	(2,280)	(2,352)	(2,034)	(1,643)
Opening Rate Base Assets (excl. working capital)	231,377	226,647	221,730	217,211	212,594
Annual Capital Expenditure	4,467	4,418	4,465	4,333	19,099
Change in CWIP	20	(73)	318	391	350
Annual Depreciation Expense	(9,217)	(9,262)	(9,302)	(9,342)	(9,482)
Closing Gross Assets	246,848	251,266	255,731	260,064	279,163
Closing Accumulated Depreciation	(17,922)	(27,184)	(36,485)	(45,827)	(55,309)
Net Assets	228,926	224,082	219,246	214,237	223,854
Closing CWIP	(2,280)	(2,352)	(2,034)	(1,643)	(1,293)
Closing Rate Base Assets (excl. working capital)	226,647	221,730	217,211	212,594	222,560
Average Fixed Assets	229,041	224,188	220,622	216,017	218,655
Add: Allowance for Working Capital	440	459	459	459	459
Less: Excluded Assets	(1,226)	(1,189)	(1,152)	(1,115)	(1,078)
Rate Base	**$ 228,255**	**$ 223,458**	**$ 219,930**	**$ 215,362**	**$ 218,036**
Regulated Return on Rate Base					
Cost of Equity (Ke)	9.42%	9.42%	9.42%	9.42%	9.42%
Cost of Debt (Kd) *	6.87%	6.87%	6.87%	6.87%	6.87%
Cost of Short Term Debt	2.08%	2.08%	2.08%	2.08%	2.08%
Equity/Total Capital	40.00%	40.00%	40.00%	40.00%	40.00%
Debt/Total Capital	56.00%	56.00%	56.00%	56.00%	56.00%
Short Term Debt/Capital	4.00%	4.00%	4.00%	4.00%	4.00%
Regulatory WACC	**7.70%**	**7.70%**	**7.70%**	**7.70%**	**7.70%**
Regulated Return on Equity	$ 8,601	$ 8,420	$ 8,287	$ 8,115	$ 8,216
Regulated Return on Debt	8,976	8,788	8,649	8,469	8,575
Regulated Return on Rate Base	**$ 17,577**	**$ 17,208**	**$ 16,936**	**$ 16,584**	**$ 16,790**
Revenue Requirement Calculation					
Regulated Return on Rate Base	$ 17,577	$ 17,208	$ 16,936	$ 16,584	$ 16,790
Depreciation Expense	9,180	9,225	9,265	9,305	9,445
OM&A	10,716	11,173	11,453	11,739	12,032
Municipal Taxes	243	247	253	259	266
Grossed up Income Taxes	1,776	1,983	2,149	2,263	2,289
Other Income	(40)	(40)	(40)	(40)	(40)
Service Revenue Requirement	**$ 39,452**	**$ 39,795**	**$ 40,015**	**$ 40,110**	**$ 40,782**
Regulatory Tax Schedule					
Target Net Income	$ 8,601	$ 8,420	$ 8,287	$ 8,115	$ 8,216
Depreciation Expense	9,180	9,225	9,265	9,305	9,445
Less: CCA	(12,855)	(12,146)	(11,591)	(11,143)	(11,311)
Taxable Net Income	**4,926**	**5,499**	**5,961**	**6,277**	**6,349**
Income Tax Rate	26.50%	26.50%	26.50%	26.50%	26.50%
Income Taxes	1,305	1,457	1,580	1,663	1,683
Provision for Income Taxes	471	525	570	600	607
Total Income Taxes	**$ 1,776**	**$ 1,983**	**$ 2,149**	**$ 2,263**	**$ 2,289**

Great Lakes Power Transmission LP

Annual Capital Expenditures

	2013	2014	2015	2016	2017
Opening CWIP	$ 2,299,171	$ 2,279,544	$ 2,352,407	$ 2,034,410	$ 1,642,910
Major Projects					
Master SCADA System Replacement	885,996	-	-	-	-
Wood Structure Replacement Program	1,390,760	2,706,320	2,089,860	1,542,200	2,961,500
Clergue Ground Grid and Fence Modifications	-	-	350,000	-	-
Anjigami TS Refurbishment	-	-	-	274,000	-
Watson TS Refurbishment	-	-	-	385,000	-
Clergue TS Switchgear Replacement	-	-	-	500,000	-
Hollingsworth - 44kV Limer Feeder - Add 44kV VTs	-	-	-	-	281,600
Anjigami Breaker Elevation Increase	-	-	-	-	303,050
HWY 101 TS Civil Upgrade	-	-	-	-	740,080
Protections Replacement Program	-	-	-	-	486,200
Watson TS - New 115kv T2 Breaker & Circuit Switcher	-	-	-	-	1,845,906
Watson TS - Complete Protection Upgrade	-	-	-	-	1,584,660
Anjigami TS -115 & 44 KV Protection Upgrade	-	-	-	-	1,067,003
Anjigami New CVTs 6X115 KV & 3X44 KV	-	-	-	-	839,300
Clergue TS Replace 12 kV Breaker and Switchgear	-	-	-		6,691,691
Annual Programs					
Fleet Requirements	240,000	200,000	287,500	250,000	130,000
Engineering	450,000	650,000	467,960	350,000	660,000
IT Infrastructure	215,375	223,660	247,500	210,000	247,500
Minor Fixed Assets	25,000	30,000	35,000	110,000	110,000
Other Additions to CWIP	1,259,900	607,657	987,480	711,603	1,150,653
Amounts Closed to Capital	(4,486,658)	(4,344,774)	(4,783,297)	(4,724,302)	(19,448,708)
Closing CWIP	**$ 2,279,544**	**$ 2,352,407**	**$ 2,034,410**	**$ 1,642,910**	**$ 1,293,345**

Great Lakes Power Transmission LP

Property, Plant and Equipment - Annual

	2013	2014	2015	2016	2017
Cost Base					
Opening Cost Base	$ 240,081,694	$ 244,568,352	$ 248,913,126	$ 253,696,423	$ 258,420,725
Disposal of Property, Plant and Equipment - Gross	-	-	-	-	-
Capitalized (Assets in service out of CWIP)	4,486,658	4,344,774	4,783,297	4,724,302	19,448,708
Closing Cost Base	244,568,352	248,913,126	253,696,423	258,420,725	277,869,433
Add: CWIP	2,279,544	2,352,407	2,034,410	1,642,910	1,293,345
Gross Asset Value	246,847,896	251,265,533	255,730,833	260,063,636	279,162,779
Accumulated Depreciation					
Opening Accumulated Depreciation	8,704,710	17,921,837	27,183,581	36,485,325	45,827,069
Depreciation Expense	9,217,127	9,261,744	9,301,744	9,341,744	9,481,870
Disposal of Property, Plant and Equipment - Accum.	-	-	-	-	-
Closing Accumulated Depreciation	17,921,837	27,183,581	36,485,325	45,827,069	55,308,939
Net Book Value	228,926,059	224,081,952	219,245,508	214,236,567	223,853,839
CWIP	(2,279,544)	(2,352,407)	(2,034,410)	(1,642,910)	(1,293,345)
Net Fixed Asset Value (removal of CWIP)	**226,646,515**	**221,729,545**	**217,211,098**	**212,593,656**	**222,560,494**
Construction Work in Progress (CWIP)					
Opening CWIP	2,299,171	2,279,544	2,352,407	2,034,410	1,642,910
Additions to CWIP	4,467,031	4,417,637	4,465,300	4,332,803	19,099,143
Capitalized Interest	163,554	159,912	150,775	139,456	127,051
Interest capitalized assumed to be in purchases	(163,554)	(159,912)	(150,775)	(139,456)	(127,051)
Transfers to Cost Base	(4,486,658)	(4,344,774)	(4,783,297)	(4,724,302)	(19,448,708)
Closing CWIP	2,279,544	2,352,407	2,034,410	1,642,910	1,293,345
Property, plant and equipment, net	**$ 228,926,059**	**$ 224,081,952**	**$ 219,245,508**	**$ 214,236,567**	**$ 223,853,839**

Great Lakes Power Transmission LP

Annual OM&A Analysis

	2013	2014	2015	2016	2017
Operations and Administration					
General Administration	$ 1,484,068	$ 1,601,752	$ 1,641,796	$ 1,682,841	$ 1,724,912
Corporate Cost Allocation	469,717	484,278	496,385	508,795	521,515
Information Technology	769,086	785,710	805,353	825,487	846,124
Finance & Accounting	534,445	551,012	564,788	578,907	593,380
Health, Safety & Environment	309,667	319,266	327,248	335,429	343,815
Engineering & Asset Management	707,866	791,670	811,461	831,748	852,542
System Control & Communications	2,023,776	2,006,648	2,056,814	2,108,235	2,160,941
Building Costs	548,561	565,567	579,706	594,199	609,053
Stations Operational Activities	618,371	627,230	642,911	658,984	675,459
Lines Operational Activities	266,528	274,790	281,660	288,702	295,919
Other Operations & Admin	112,040	115,513	118,401	121,361	124,395
Subtotal Operations & Admin	**$ 7,844,123**	**$ 8,123,438**	**$ 8,326,524**	**$ 8,534,687**	**$ 8,748,054**
Maintenance					
Right of Way Maintenance (Forestry)	$ 1,301,513	$ 1,341,860	$ 1,375,407	$ 1,409,792	$ 1,445,037
ROW Access Roads & Trails	117,471	121,113	124,141	127,244	130,425
Regular Line Maintenance	125,387	232,374	238,184	244,138	250,242
Regular Station Maintenance	880,901	791,283	811,066	831,342	852,126
Other Maintenance	67,202	69,285	71,017	72,792	74,612
Subtotal Maintenance	**$ 2,492,475**	**$ 2,555,916**	**$ 2,619,814**	**$ 2,685,309**	**$ 2,752,442**
Insurance	257,750	265,740	272,384	279,193	286,173
Extraordinary Expenditures	121,400	228,264	233,971	239,820	245,815
Total OM&A	**$ 10,715,748**	**$ 11,173,358**	**$ 11,452,692**	**$ 11,739,009**	**$ 12,032,484**
Property Taxes	243,000	246,600	252,765	259,084	265,561
Total Operating Expenses	**$ 10,958,748**	**$ 11,419,958**	**$ 11,705,457**	**$ 11,998,093**	**$ 12,298,045**

Great Lakes Power Transmission LP

Deferral Accounts Summary

Regulatory Assets:	31-Dec-11	Net Change 2012	31-Dec-12	2013 Carrying Charges	2013 Account Disbursals	2013 Activity	31-Dec-13	Net Change 2014	31-Dec-14	Net Change 2015	31-Dec-15	Net Change 2016	31-Dec-16	Net Change 2017	31-Dec-17
Deferred IFRS Transition Costs	276.54	9.42	285.95	2.10	(288.05)	-	-	-	-	-	-	-	-	-	-
Collection of Loss on Disposal of PP&E	-	-	-		-	-	-	-	-	-	-	-	-	-	-
Deferred FIT Costs	-	-	-		-	-	-	-	-	-	-	-	-	-	-
Deferred Development Costs	2,932.58	(2,677.36)	255.22	1.88	(257.09)	-	-	-	-	-	-	-	-	-	-
OEB Cost Accessment Variance	21.45	0.31	21.76	0.16	(21.92)	-	-	-	-	-	-	-	-	-	-
Property Tax Variance		(23.03)	(23.03)	(0.17)	23.19	-	-	-	-	-	-	-	-	-	-
IFRS CGAAP				11.28	(308.77)	-	-	-	-	-	-	-	-	-	-
Change in Tax Legislation	-	16.43	16.43	0.12	(16.55)	-	-	-	-	-	-	-	-	-	-
Comstock Claim*	1,792.18	166.35	1,958.52	13.17	(1,805.35)	150.00	316.35	150.00	466.35	150.00	316.35	150.00	466.35	150.00	616.35
Total Regulatory Assets	5,022.74	(2,507.88)	2,514.86	28.54	(2,674.54)	150.00	316.35	150.00	466.35	150.00	316.35	150.00	466.35	150.00	616.35

Regulatory Liabilities:	31-Dec-11	Net Change 2012	31-Dec-12	2013 Carrying Charges Repaid	Net Change 2013		31-Dec-13	Net Change 2014	31-Dec-14	Net Change 2015	31-Dec-15	Net Change 2016	31-Dec-16	Net Change 2016	31-Dec-16
1 Year Liability Payback	-	-	-		-										
3 Year Liability Payback	2,193.58	(1,030.08)	1,163.50	8.55	(1,172.05)	-	-	-	-	-	-	-	-	-	-
5 Year Liability Payback	2,499.75	(581.11)	1,918.64	14.10	(1,932.75)	-	-	-	-	-	-	-	-	-	-
Total Regulatory Liabilities	4,693.33	(1,611.19)	3,082.14	22.65	(3,104.80)	-	-	-	-	-	-	-	-	-	-
Net Regulatory Liabilities (Assets):	($329.41)	$896.69	$567.28	($5.88)	($430.25)	($150.00)	($316.35)	($150.00)	($466.35)	($150.00)	($316.35)	($150.00)	($466.35)	($150.00)	($616.35)

*** Balance does not include carrying charges for 2013 and beyond that will be accrued to balance as there is no impact on cash**

Management Schedules

Great Lakes Power Transmission LP

Ratio Analysis

	Actual 2011	Forecast 2012	Budget 2013	Budget 2014	Budget 2015	Budget 2016	Budget 2017
Revenue	$ 35,694,000	$ 37,201,000	$ 39,451,870	$ 39,795,086	$ 40,015,363	$ 40,110,158	$ 40,782,376
Other Income / (Expenses)	-	(1,739,000)	-	-	-	-	-
G&A Costs	(9,519,000)	(9,763,000)	(10,958,748)	(11,419,958)	(11,705,457)	(11,998,093)	(12,298,045)
EBITDA	**26,175,000**	**25,699,000**	**28,493,122**	**28,375,129**	**28,309,906**	**28,112,066**	**28,484,331**
Interest Income	-	-	40,081	40,679	40,000	40,000	40,000
Interest Expense - Senior	(7,420,000)	(7,220,000)	(7,920,000)	(7,822,618)	(7,685,537)	(7,539,258)	(7,383,166)
Regulatory Asset Costs	-	-	(580,254)	(150,000)	(150,000)	(150,000)	(150,000)
Cash Taxes	-	-	-	-	-	-	-
FFO	**18,755,000**	**18,479,000**	**20,032,949**	**20,443,189**	**20,514,370**	**20,462,807**	**20,991,165**
Depreciation	(7,576,000)	(8,438,000)	(9,217,127)	(9,261,744)	(9,301,744)	(9,341,744)	(9,481,870)
Non-cash interest expense	(193,000)	(173,000)	(23,252)	(35,582)	(52,184)	(71,073)	(91,131)
Development Regulatory Expense	(2,970,000)	3,253,000	-	-	-	-	-
Non-cash Current Taxes	(1,608,000)	(1,491,000)	(1,920,027)	(2,201,881)	(2,354,802)	(2,447,554)	(2,538,071)
Deferred Taxes & Other	(1,991,000)	(140,000)	(918,761)	(730,213)	(581,515)	(459,493)	(466,542)
Net Income	**4,417,000**	**11,490,000**	**7,953,782**	**8,213,770**	**8,224,125**	**8,142,943**	**8,413,551**
Development Regulatory Expense	(2,970,000)	3,253,000	-	-	-	-	-
Maintenance Capex	-	-	-	-	-	-	-
AFFO	**15,785,000**	**21,732,000**	**20,032,949**	**20,443,189**	**20,514,370**	**20,462,807**	**20,991,165**
Growth Capex	(22,379,000)	(13,219,100)	(4,467,031)	(4,417,637)	(4,465,300)	(4,332,803)	(19,099,143)
Capital Contributions	13,621,000	4,500,000	-	-	-	-	11,500,000
Debt Amortization	-	-	(972,950)	(2,043,282)	(2,180,364)	(2,326,642)	(2,482,735)
Working Capital & Other	3,275,000	(210,000)	(20,781)	247,673	171,141	84,853	34,499
Free Cash Flow to Equity	**10,302,000**	**12,802,900**	**14,572,187**	**14,229,943**	**14,039,847**	**13,888,214**	**10,943,786**
Distributions Paid	(6,782,000)	(9,723,000)	(12,500,000)	(12,000,000)	(12,000,000)	(11,500,000)	(9,000,000)
Total Distributions incl. Taxes	(8,684,000)	(11,331,000)	(14,420,027)	(14,201,881)	(14,354,802)	(13,947,554)	(11,538,071)
GLPT Coverage Ratios							
EBITDA / Interest	3.53	3.56	3.60	3.63	3.68	3.73	3.86
FFO / Interest	2.53	2.56	2.53	2.61	2.67	2.71	2.84
EBITDA / Interest & Principal	3.53	3.56	3.20	2.88	2.87	2.85	2.89

Great Lakes Power Transmission LP

Ratio Analysis

	Actual 2011	Forecast 2012	Budget 2013	Budget 2014	Budget 2015	Budget 2016	Budget 2017
Capital Structure							
Debt (LTD)	117,341,000	117,515,091	116,728,947	114,881,158	112,903,753	110,787,640	108,523,087
Equity	101,730,000	107,385,440	102,839,222	99,052,991	95,277,116	91,920,059	102,833,609
Total Investment	219,071,000	224,900,531	219,568,169	213,934,150	208,180,869	202,707,699	211,356,697
Debt	53.6%	52.3%	53.2%	53.7%	54.2%	54.7%	51.3%
Equity	46.4%	47.7%	46.8%	46.3%	45.8%	45.3%	48.7%
Rate Base	207,529,800	219,166,000	228,255,012	223,458,442	219,929,733	215,361,789	218,036,487
Reconciliation vs Approved EBITDA Return							
Anticipated EBITDA Return on Rate Base							
WACC per Current Rates	7.81%	7.70%	7.70%	7.70%	7.70%	7.70%	7.70%
Add: Taxes	0.65%	0.58%	0.78%	0.89%	0.98%	1.05%	1.05%
Add: Depreciation	3.72%	3.88%	4.02%	4.13%	4.21%	4.32%	4.33%
	12.18%	**12.16%**	**12.50%**	**12.72%**	**12.89%**	**13.07%**	**13.08%**
EBITDA Return Calculation							
EBITDA	26,175,000	25,699,000	28,493,122	28,375,129	28,309,906	28,112,066	28,484,331
EBITDA Return on Rate Base	12.61%	11.73%	12.48%	12.70%	12.87%	13.05%	13.06%
Profitability Ratios							
Return on Equity							
Annual Net Income (before Deferred Tax)	9,378,000	10,116,000	8,872,543	8,943,983	8,805,640	8,602,436	8,880,093
Average Equity	96,169,000	104,557,720	105,112,331	100,946,107	97,165,054	93,598,587	97,376,834
Budgeted ROE	9.75%	9.68%	8.44%	8.86%	9.06%	9.19%	9.12%
OEB-Deemed ROE	9.66%	9.85%	9.42%	9.42%	9.42%	9.42%	9.42%
FFO Yield							
Annual FFO	18,755,000	18,479,000	20,032,949	20,443,189	20,514,370	20,462,807	20,991,165
Average Invested Capital	132,816,000	150,622,500	161,839,475	169,827,544	178,306,323	187,044,912	203,271,898
Budgeted FFO Yield	14.12%	12.27%	12.38%	12.04%	11.51%	10.94%	10.33%
AFFO Yield							
Annual AFFO	15,785,000	21,732,000	20,032,949	20,443,189	20,514,370	20,462,807	20,991,165
Average Invested Capital	132,816,000	150,622,500	161,839,475	169,827,544	178,306,323	187,044,912	203,271,898
Budgeted AFFO Yield	11.88%	14.43%	12.38%	12.04%	11.51%	10.94%	10.33%

Great Lakes Power Transmission LP

Ratio Analysis

	Actual 2011	Forecast 2012	Budget 2013	Budget 2014	Budget 2015	Budget 2016	Budget 2017
Invested Capital Continuity							
Opening Invested Capital	122,460,000	143,172,000	158,073,000	165,605,949	174,049,139	182,563,508	191,526,316
Add: AFFO	15,785,000	21,732,000	20,032,949	20,443,189	20,514,370	20,462,807	20,991,165
Add: Capital Contributions	13,621,000	4,500,000	-	-	-	-	11,500,000
Less: Distributions	(8,694,000)	(11,331,000)	(12,500,000)	(12,000,000)	(12,000,000)	(11,500,000)	(9,000,000)
Ending Invested Capital	143,172,000	158,073,000	165,605,949	174,049,139	182,563,508	191,526,316	215,017,481
CapEx Backlog							
Opening CapEx Backlog	35,093,000	12,714,000	7,994,900	3,527,869	8,617,831	4,152,531	19,268,436
Add: Projects Secured	-	8,500,000	-	9,507,599	-	19,448,708	-
Less: Growth CapEx	(22,379,000)	(13,219,100)	(4,467,031)	(4,417,637)	(4,465,300)	(4,332,803)	(19,099,143)
Less: Projects Canceled	-	-	-	-	-	-	-
Ending CapEx Backlog	12,714,000	7,994,900	3,527,869	8,617,831	4,152,531	19,268,436	169,293

GREAT LAKES POWER LIMITED

- and -

CIBC MELLON TRUST COMPANY

DEED OF TRUST
Made as of March 12, 2008

Providing for the issue
of Senior Secured Bonds and
Subordinate Secured Bonds

McCarthy Tétrault LLP

Torys LLP

TABLE OF CONTENTS

THIS INDENTURE made as of the 12th day of March, 2008.

BETWEEN:

GREAT LAKES POWER LIMITED, a corporation incorporated under the laws of Ontario,

(hereinafter called the "**Company**")

OF THE FIRST PART

- and -

CIBC MELLON TRUST COMPANY, a trust corporation existing under the laws of Canada and duly authorized to carry on the business of a trust company in the Provinces and Territories of Canada,

(hereinafter called the "**Trustee**")

OF THE SECOND PART

WITNESSES THAT:

WHEREAS as of the date hereof the Company holds good title in fee simple to the Lands;

AND WHEREAS the Company is desirous of issuing Bonds for the purposes of replacing certain outstanding bonds issued by the Company and raising money from time to time through the issuance of additional Bonds for general corporate purposes, the issuance of which Bonds is provided for by this indenture;

AND WHEREAS all necessary by-laws and resolutions of the directors and shareholders of the Company have been duly enacted and passed and other proceedings taken and conditions complied with to make the creation and issue of the Bonds proposed to be issued under this indenture and the execution thereof legal and valid and in accordance with the laws relating to the Company and with all other laws and regulations in that behalf;

AND WHEREAS the foregoing recitals are made as representations and statements of fact by the Company and not by the Trustee;

NOW THEREFORE IT IS HEREBY AGREED AS FOLLOWS:

ARTICLE 1
INTERPRETATION

Section 1.1 Definitions

In this indenture, unless there is something in the subject matter or context inconsistent therewith:

(a) "**Accounts Receivable**" means indebtedness owing by a person to the Company in respect to inventory sold (including, without limitation, electricity) or services provided in connection with the Transmission Business;

(b) "**Acknowledgement and Consent**" means an acknowledgement and consent agreement executed and delivered in favour of the Trustee by (i) a party to a Material Contract (other than the Company), (ii) GLPL with respect to the purchase and sale agreement between GLPL and GLPT dated December 11, 2007, in each case acknowledging and consenting to the assignment of such agreement in favour of the Trustee pursuant to the Assignment of Material Contracts;

(c) "**Addition**" means any buildings, erections, improvements, fixtures, machinery, equipment, plant, construction or development owned, leased or licensed by the Company, constructed or acquired after the date hereof and used in connection with the Transmission Business and located on the Power Real Estate (in addition to the Existing Improvements) including, without limitation, any expansion, renovation, replacement, redevelopment and/or refurbishing of the Existing Improvements and, in the case of demolition of existing structures, includes any Addition or any reconstruction or development in connection therewith;

(d) "**Additional Bonds**" means Senior Bonds issued in one or more series hereunder from time to time hereunder in addition to the Series 1 Senior Bonds;

(e) "**Affiliate**" means, with respect to any person, any person directly or indirectly controlled by, controlling or under common control with such person; where "**control**" includes (i) the ownership of or power to vote, directly or indirectly, shares, or the equivalent, representing 50% or more of the power to vote in the election of directors, managers, trustees or persons performing similar functions for that person, (ii) the ownership of 50% or more of the equity or beneficial interest in that person, (iii) the ownership of or power to vote directly or indirectly, shares or the equivalent, representing at least 20% of the voting rights attributable to the shares or interests in such other person, which enables the first person to, directly or indirectly, direct or cause the direction of the management or policies of such person, or (iv) with

respect to a partnership, control (as otherwise determined in accordance with this definition) of a general partner of such partnership;

(f) "**Affiliate Debt**" means any indebtedness or obligations of any nature or kind owing by the Company to any Affiliate of the Company, including obligations in respect of any swap or hedging agreement or derivative transaction;

(g) "**Annual Operating Report**" means the management report to be prepared annually by the Company and submitted to the bondholders in respect of each of its Fiscal Years, which will include without limitation, for the relevant Fiscal Year, an analysis of the actual performance against that set forth in the applicable Operating Plan, together with such explanations and supporting data as is reasonably necessary to inform the bondholders of the reasons for deviations from the applicable Operating Plan, the ongoing implications to the Company for such deviations, an outline of capital expenditures (including, without limitation, maintenance capital expenditures) incurred, a description of any material operational, contractual and environmental issues the Company had dealt with during such Fiscal Year and the impact of same upon the Company's performance;

(h) "**Applicable Law**" means, in respect of any person, property, transaction or event, all applicable laws, statutes, common law, ordinances, rules, by-laws, treaties and Regulations, and all applicable directives, rules, guidelines, standards, requirements, policies, Orders, judgments, injunctions, awards and decrees of Governmental Authorities having the force of law;

(i) "**Arm's Length**" has the meaning ascribed to it, as of the date hereof, in the *Income Tax Act* (Canada);

(j) "**Assignment of Insurance**" means the assignment of insurance dated as of March 12, 2008 made by the Company in favour of the Trustee, as such assignment may be amended, restated or replaced from time to time;

(k) "**Assignment of Material Contracts**" means the assignment of material contracts dated as of March 12, 2008 made by the Company in favour of the Trustee, as such assignment may be amended, restated or replaced from time to time;

(l) "**Bond Purchase Agreements**" means the purchase agreements in respect of any Bonds between the Company and the relevant bondholders, as such agreements may be amended, modified, supplemented, restated or replaced from time to time;

(m) "**bondholders**" or "**holders**" means those persons from time to time entered in the register or registers hereinafter mentioned as holders of any of the Bonds;

(n) "**Bondholders' Request**" means, at any time, an instrument signed in one or more counterparts by the holders of not less than 35% in principal amount of the Senior Bonds, Subordinate Bonds or all Bonds (as applicable) outstanding at such time requesting the Trustee to take the action or proceeding specified therein;

(o) "**Bonds**" means, collectively, the Senior Bonds and the Subordinate Bonds;

(p) "**Business**" or "**Transmission Business**" means the business carried on by the Company consisting of the owning, operating and maintaining of electricity transmission facilities in the Province of Ontario and the transmission of electricity by way of such facilities, and all matters incidental and/or ancillary thereto;

(q) "**business day**" means a day other than a Saturday, Sunday or a statutory holiday in the Province of Ontario;

(r) "**Canadian Dollars**" or "**$**" means lawful money of Canada;

(s) "**Capital Lease Obligations**" means the obligations of the Company (specifically relating to the Transmission Business) to pay rent or other amounts under a lease of (or other agreement conveying the right to use) real or personal property, which obligations are required to be classified and accounted for as a capital lease on a balance sheet of the Transmission Business under GAAP and, for purposes of this indenture, the amount of such obligations will in each case be the capitalized amount thereof, determined in accordance with GAAP;

(t) "**Certified Resolution**" means a copy of a resolution of the directors of the Company certified by the Secretary or an Assistant Secretary of the Company, have been duly passed by the directors of the Company and to be in full force and effect on the date of such certification;

(u) "**Chartered Accountant**" means any Arm's Length firm of chartered accountants (whether or not such firm of accountants regularly acts for the Company), selected by the Company, licensed under the *Public Accountancy Act* (Ontario) and of nationally recognized standing and reputation;

(v) "**Chartered Accountant's Certificate**" means a certificate conforming to the requirements of Section 17.12, signed by a Chartered Accountant;

(w) "**Collateral**" means cash, a certified cheque or official bank draft of a Permitted Financial Institution, a Letter of Credit or Permitted Investments;

(x) "**Company**" means Great Lakes Power Limited and any successor permitted hereunder, including, without limiting the foregoing, GLPT if it acquires the Secured Assets as permitted by Section 6.10; provided that if GLPT becomes the Company for purposes of this indenture and the Operative Documents,

the "Company" shall no longer include GLPL and references to resolutions, officers or directors of the Company will be to resolutions, officers or directors of the general partner of GLPT;

(y) "**Company Counsel**" means Torys LLP or any other firm appointed by the Company;

(z) "**Contingent Obligations**" means, as to any person, any obligation, whether secured or unsecured, of such person guaranteeing or indemnifying, or in effect guaranteeing or indemnifying, any indebtedness, leases, dividends, letters of credit or other obligations of any other person in any manner, whether directly or indirectly;

(aa) "**Conversion Representation Agreement**" means the representation and warranty agreement to be executed by GLPT in favour of each holder of a Series 1 Senior Bond as of the date such Bond was issued to such holder upon the conversion of its Series 1 Senior Bond issued pursuant to the trust indenture dated as of June 16, 2003 between the Company, as issuer, and CIBC Mellon Trust Company, as trustee, as the same has been amended or supplemented to the date hereof;

(bb) "**Counsel**" means any firm of solicitors retained by the Trustee or retained by the Company and acceptable to the Trustee from time to time, acting reasonably, to act on behalf of the Trustee and the bondholders, and may be a person or firm regularly retained by the Company and, as of the date hereof, is McCarthy Tétrault LLP; notwithstanding the foregoing, the holders of the Senior Bonds (and the holders of Subordinate Bonds if there are no Senior Bonds) may, from time to time and by Ordinary Resolution, direct the Trustee to retain such firm of solicitors to act on behalf of the Trustee and the bondholders as is acceptable to them and to the Trustee;

(cc) "**D&C Assets**" means, collectively, all property, assets, contracts, permits, rights, licenses, franchises and undertaking of GLPL, whether real, personal or mixed, tangible or intangible, of every nature, kind and description, wherever located, that are owned, leased or licensed by GLPL and are used solely in connection with the D&C Business, including GLPL's low-voltage distribution system, its 11 distribution stations, approximately 1,700 km of low voltage lines and its office building and control centre located in Sault Ste. Marie, Ontario, provided that to the extent that GLPL has only a co-ownership interest in any such property, asset, contract, permit, right, licence, franchise or undertaking, it is such co-ownership interest that constitutes a D&C Asset;

(dd) "**D&C Business**" means the business carried on by GLPL consisting of owning, operating and maintaining low-voltage electricity distribution and telecommunications facilities and all matters incidental and/or ancillary thereto;

(ee) "**DBRS**" means DBRS Limited and its successors and assigns;

(ff) "**Debenture**" means the $1,000,000,000 demand debenture dated as of March 12, 2008 made on behalf of the Company by the Nominee in favour of the Trustee, as such debenture may be amended, restated or replaced from time to time;

(gg) "**Debt Service**" means the aggregate amount of interest and principal paid or required to be paid by the Company in connection with all Bonds and other Indebtedness of the Company;

(hh) "**Debt Service Reserve Account**" means the account in the name of the Trustee in trust for the Company established pursuant to Section 6.23 of this indenture and maintained and held as security for the benefit of the holders of Senior Bonds by the Trustee at a Permitted Financial Institution;

(ii) "**Default**" means an event or condition, the occurrence of which would, with the lapse of time or the giving of notice, or both, become an Event of Default;

(jj) "**directors**" means the board of directors of the Company, or whenever duly empowered, the executive committee (if any) of the board of directors of the Company, and reference without more to action by the directors or by the board of directors means action by the directors as a board or by the executive committee as such;

(kk) "**Distribution**" means, in respect of the Company, any (i) distribution of any nature or kind, either directly or indirectly, to any Affiliate, partner or shareholder of the Company or to any Non-Arm's Length Person including without limitation, a dividend or distribution in cash or specie; a purchase, redemption, reduction, return or any other payment of capital; or any repayment or reduction of loans or other indebtedness owing to an Affiliate, partner or shareholder of the Company or to any Non-Arm's Length Person; (ii) loans or other payments to an Affiliate, partner or shareholder of the Company or to any Non-Arm's Length Person, and (iii) payment for or on behalf of an Affiliate, partner or shareholder of the Company or on behalf of any Non-Arm's Length Person by way of guaranty, indemnity or otherwise including in connection with any Affiliate Debt; but will not include any payments made to any shareholder, Affiliate or partner of the Company or to any Non-Arm's Length Person under any services, advisory or agency agreement disclosed to the Trustee and entered into on commercially reasonable terms and conditions and will not include the issuance of shares or partnership units by the Company to an Affiliate or partner in satisfaction of indebtedness owing by the Company to such Affiliate or partner;

(ll) "**EBITDA**" of the Transmission Business for any period means the net income of the Transmission Business for such period before extraordinary gains or losses (such extraordinary gains to include, without limitation, (a)

any gains in excess of losses resulting from the sale, conversion or other disposition of capital assets (i.e., assets other than current assets), (b) any gains resulting from the write-up of assets, (c) any earnings of any person acquired by the Company through purchase, merger or consolidation or otherwise for any period prior to the date of acquisition, (d) any gains from the acquisition of securities or the retirement or extinguishment of Indebtedness, (e) any gains on collections from the proceeds of insurance policies or settlements, (f) any restoration to income of any contingency reserve, except to the extent that provision for such reserve was made out of income accrued during such period, or (g) any income or gain during such period from any change in accounting principles, from any discontinued operations or the disposition thereof, from any extraordinary items or from any prior period adjustments, which in the aggregate will be deducted only to the extent they are positive) and before deducting interest, taxes (whether current or deferred), depreciation, amortization and other non-cash deductions deducted in calculating such net income of the Transmission Business, all as determined in accordance with GAAP;

(mm) "**Environmental Laws**" means all Applicable Laws, Notices and Permits in effect as at the date hereof and as may be brought into effect at a future date, with respect to environmental matters;

(nn) "**Event of Default**" means an Event of Default as defined in Section 9.1 and includes an Event of Default as defined in and created by any indenture supplemental hereto;

(oo) "**Excluded Assets**" means, collectively, (i) the Excluded Subsidiaries and the Company's interests therein (including, for so long as the Company is GLPL, any receivables owed to the Company by any Excluded Subsidiary), (ii) the businesses carried on by the Excluded Subsidiaries, (iii) the assets possessed by the Excluded Subsidiaries, (iv) the Generation Business and the Generation Assets, and (v) the D&C Business and the D&C Assets;

(pp) "**Excluded Subsidiaries**" means, collectively, (i) BrasPower Equity Inc., First Toronto Equities Inc., Lake Superior Power Inc., Lake Superior Power Limited Partnership, Valerie Falls General Partner Limited, Valerie Falls Power Limited Partnership, Western Pacific Powergen Corp., Harmony Wind Energy Inc. and Brookfield Power Wind Corporation, (ii) any corporation or partnership acquired by the Company in consideration or substitution for, or as a successor of, any of the foregoing, and (iii) each corporation or partnership that is directly or indirectly owned by any person described in subparagraphs (i) or (ii) of this definition.

(qq) "**Existing Improvements**" means all sub-stations and all other buildings and Improvements in each case owned, licensed or leased by the Company and located on the Power Real Estate on the date hereof and used in connection with the Transmission Business;

(rr) "**Extraordinary Resolution**" has the meaning ascribed thereto by Section 16.2;

(ss) "**Fiscal Year**" means, in respect to the Company, each consecutive period of days commencing on January 1st in each year and ending on the last day of December next following, provided that the commencement date and expiry date of a fiscal year may be changed by the Company from time to time;

(tt) "**Fitch**" means Fitch Ratings Ltd. and its successors and assigns;

(uu) "**Future Sites**" means any real property of which the Company becomes the owner or in which it acquires rights, in each case after the date hereof, where such property or rights are used in connection with the Transmission Business;

(vv) "**GAAP**" means generally accepted accounting principles in Canada consistently applied which are in effect from time to time;

(ww) "**Generation Assets**" means, collectively, all property, assets, contracts, permits, rights, licenses, franchises and undertaking of GLPL, whether real, personal or mixed, tangible or intangible, of every nature, kind and description, wherever located, that are owned, leased or licensed by GLPL and are used in connection with the Generation Business, provided that to the extent that GLPL has only a co-ownership interest in any such property, asset, contract, permit, right, licence, franchise or undertaking, it is such co-ownership interest that constitutes a Generation Asset;

(xx) "**Generation Business**" means the business carried on by GLPL consisting of owning, operating and maintaining hydro electric generating facilities in the Province of Ontario and the sale of electricity generated therefrom, and all matters incidental and/or ancillary thereto;

(yy) "**GLPL**" means Great Lakes Power Limited and its successors;

(zz) "**GLPT**" means Great Lakes Power Transmission LP, a limited partnership formed under the laws of Ontario and its successors;

(aaa) "**GLPT GP**" means Great Lakes Power Transmission Inc., the general partner of the GLPT, or any successor thereto in such capacity;

(bbb) "**Good Utility Practices**" means the practices, methods and acts engaged in or adopted by a significant portion of the electric transmission industry in Canada during the relevant time period as good practices applicable to electric transmission facilities of similar design, size and capacity as those of the Company, or any of the practices, methods and acts which, in the exercise of reasonable judgment by a prudent electric transmission facility owner in light of the facts known at the time the decision was made, would reasonably have been expected to accomplish the desired result at a reasonable cost

consistent with good business practices, reliability, safety, environmental protection, economy, and expedition. Good Utility Practices are not intended to be limited to the optimal practices, methods or acts to the exclusion of all others, but rather practices, methods or acts generally accepted in the Canadian electric transmission industry having regard to Applicable Laws;

(ccc) "**Governmental Authority**" means any government, parliament, legislature, or any regulatory authority, agency, commission or board of any government, parliament or legislature, or any subdivision thereof, or any court or (without limitation to the foregoing) any other law, regulation or rule-making entity, having or purporting to have jurisdiction in the relevant circumstances, or any person acting under the authority of any of the foregoing (including, without limitation, any arbitrator with the authority to bind the parties at law) or any other authority charged with the administration or enforcement of Applicable Laws;

(ddd) "**GSA**" means the general security agreement dated as of March 12, 2008 made by the Company in favour of the Trustee, as such agreement may be amended, restated or replaced from time to time;

(eee) "**Hazardous Substance**" means any substance or material that is prohibited, controlled or regulated by any Governmental Authority pursuant to Environmental Laws, including, but not limited to, any contaminants, pollutants, petroleum and other hydrocarbons and their derivatives and by-products, dangerous substances or goods, including asbestos, gaseous, solid and liquid wastes, special wastes, toxic substances, hazardous or toxic chemicals, hazardous wastes, hazardous materials or hazardous substances as defined in or pursuant to any Environmental Law;

(fff) "**Impair the Security**" means, in the case of Permitted Encumbrances, encumbrances which individually or in the aggregate will materially adversely impair the value of the Transmission Business or the Power Assets or materially interfere with the use of the Power Assets for the purposes for which they are held;

(ggg) "**Improvements**" means, collectively, the Existing Improvements and any Additions and includes all fixed machinery, plant, equipment, apparatus and fittings and other fixtures now or at any time hereafter owned by the Company and constructed, brought or placed upon the Power Real Estate or incorporated into the Existing Improvements or Additions, but excluding any part or parts thereof released, from time to time, from the Liens created by the Security;

(hhh) "**Included Subsidiaries**" means, collectively, 1228185 Ontario Limited and the Nominee;

(iii) "**Indebtedness**" of any person means (i) any indebtedness for money borrowed or raised and any interest thereon, (ii) any liability under any bond, note or other security or under any credit facility, (iii) accounts payable that are greater than 90 days in arrears and which are not being contested in good faith, (iv) any Capital Lease Obligation, (v) any Contingent Obligations, (vi) for the purpose of determining Indebtedness of the Company, any indebtedness, liability or obligation secured by a Lien on all or any of the Secured Assets whether or not the Company has assumed or become liable for the payment or performance thereof and (vii) any other obligation arising under arrangements or agreements that, in substance, provide financing to such person and which, in accordance with GAAP, would be classified upon a balance sheet as a liability (absolute or contingent) of such person; but, for greater certainty, does not include deferred taxes, trade or account payables (other than as provided for in (iii) above) and accrued liabilities;

(jjj) "**Independent Engineers' Certificate**" means a certificate of an engineer duly licensed and qualified in the Province of Ontario and in the employ of an engineering firm of nationally recognized standing and reputation, selected by the Company, which engineer must not be a director, officer or employee of the Company or any of the Company's Affiliates and must be at Arm's Length with the Company;

(kkk) **"Insurance Consultant"** means In Tech Risk Management Inc. or such other insurance consultant retained from time to time by the Trustee;

(lll) "**Investment Dealer**" means any of Scotia Capital Inc., TD Securities Inc., CIBC World Markets Inc., RBC Dominion Securities Inc., BMO Nesbitt Burns Inc. or any of their respective successors, or any other recognized investment dealer who is a member of the Investment Dealers' Association of Canada (or any successor association thereto) selected by the Trustee and approved by the bondholders, as evidenced by an Ordinary Resolution of the holders of the Senior Bonds (or, if no Senior Bonds are then outstanding, by an Ordinary Resolution of the holders of the Subordinate Bonds);

(mmm) "**Investment Dealer's Certificate**" means a certificate conforming to the requirements of Section 17.12, signed by an Investment Dealer;

(nnn) "**Lands**" means the real property described in Schedule "A" upon which the Transmission Assets are located;

(ooo) "**Letter of Credit**" means an irrevocable and unconditional letter of credit in form and substance acceptable to the Trustee, upon receipt of advice of Counsel, issued by one of the Permitted Financial Institutions naming the Trustee as beneficiary thereunder on behalf of the holders of the Senior Bonds, in the case of the Debt Service Reserve Account, and the holders of all Bonds, in any other case;

(ppp) "**Lien**" means, with respect to any person, any mortgage, lien, pledge, adverse claim, charge, deed of trust, lis pendens, security interest, hypothec or other encumbrance, or any interest or title of any vendor, lessor, lender or other secured party to or of such person under any conditional sale or other title retention agreement or capital lease or any similar type of agreement, upon or with respect to any property or asset of such person;

(qqq) "**Major Rating Agency**" means, any of S&P, DBRS, Moody's or Fitch or any of their respective successors or, if such rating agencies or their successors do not remain in existence, such nationally recognized statistical rating agency or other comparable person designated by the Trustee and approved by Ordinary Resolution of the holders of the Senior Bonds (and if no Senior Bonds are outstanding, by the holders of Subordinate Bonds);

(rrr) "**Make-Whole Amount**" means, with respect to any Bond, the excess, if any, of the then applicable Redemption Price of such Bond over the principal amount of such Bond;

(sss) "**Manager**" means GLPL as manager pursuant to the Operation, Maintenance and Administration Agreement, any other person that is then party to the Operation, Maintenance and Administration Agreement as the manager in replacement of GLPL and any person who provides services to the Company of the nature of those provided by GLPL pursuant to the Operation, Maintenance and Administration Agreement.

(ttt) "**Material Adverse Change**" means any event or occurrence that would reasonably be expected to result in a material adverse change to the financial condition or operation of the Transmission Business or the Power Assets or the Company's ability to perform any of its obligations under this indenture or the Bonds, including any such loss resulting from the expropriation of any material portion of the Power Assets;

(uuu) "**Material Contracts**" means the contracts and agreements set out in Schedule "B" to this indenture and any other contracts and agreements (other than those constituting Transmission Property Rights) entered into by the Company from time to time that are material to the operation or profitability of the Transmission Business, as the same may be amended, restated or replaced from time to time in compliance with Section 6.17 of this indenture;

(vvv) "**Maturity Date**" for any Senior Bond means June 16, 2023 and, for any Subordinate Bond, means the maturity date applicable thereto specified in the indenture supplemental hereto creating such Subordinate Bond;

(www) "**Minor Title Defects**" means title defects or irregularities which, (i) do not affect the validity of the Security, and (ii) are of a minor nature and, in the aggregate, will not materially impair the use of the Power Assets for the

purpose for which they are held by the Company or materially impair the value of the Power Asset that is affected by such defects or irregularities;

(xxx) "**Moody's**" means Moody's Investors Service, Inc. and its successors and assigns;

(yyy) **"Nominee"** means Great Lakes Power Transmission Holding Corp. and its successors and assigns;

(zzz) "**Nominee Agreement**" means the nominee agreement between GLPL and the Nominee dated as of February 21, 2008, as the same may be amended, restated or replaced from time to time;

(aaaa) **"Nominee Direction"** means the Nominee Direction and Acknowledgement dated as of March 12, 2008 made between GLPL, the Nominee and the Trustee, as the same may be amended, restated or replaced from time to time;

(bbbb) "**Non-Arm's Length Person**" means any person who does not deal at Arm's Length with the Company within the meaning of such concept as used in the *Income Tax Act* (Canada).

(cccc) "**Notice**" means any citation, Order, claim, litigation, inspection report, investigation report, complaint, proceeding, judgment, letter or other communication, written or oral, from any Governmental Authority;

(dddd) "**Officers' Certificate**" means a certificate in writing signed by any two of the Chairman of the Board, the President, Chief Financial Officer, Chief Executive Officer, a director, a Vice-President, the Treasurer, the Secretary, an Assistant Secretary or an Assistant Treasurer, in each case of the Company, and conforming *mutatis mutandis* to Section 17.12 of this indenture;

(eeee) "**Operating Plan**" means, at any time, the Company's operating plan for the forthcoming Fiscal Year in respect of the Transmission Business which will include for such Fiscal Year each of the following:

(i) an annual budget including a forecast of projected revenues, expenses and capital expenditures;

(ii) an annual forecast of the capital expenditure projects, on a project-by-project basis, including the name of each capital expenditure project to be undertaken that has a cost in excess of $250,000 and the estimated cost thereof, and the estimated total cost of all other capital expenditure projects; and

(iii) a description of the maintenance plan for such Fiscal Year.

(ffff) **"Operation, Maintenance and Administration Agreement"** means the agreement to be entered into between GLPL and GLPT upon GLPT acquiring the Secured Assets in accordance with Section 6.10, pursuant to which GLPL will perform services required by GLPT in connection with its ownership, operation and maintenance of the Transmission Business and the Transmission Assets, as such agreement may be amended, restated or replaced from time to time in compliance with Section 6.17 of this indenture;

(gggg) **"Operative Documents"** means:

(i) this indenture, the Material Contracts, the Bond Purchase Agreements (if any), the Conversion Representation Agreement and the Security Agreements; and

(ii) any other indentures, undertakings and other agreements material to the Transmission Business or the Power Assets delivered or to be delivered to the Trustee in accordance with the terms hereof,

and, when used in relation to any person, the term "Operative Documents" means and refers to the Operative Documents executed and delivered by such person;

(hhhh) **"Opinion of Company Counsel"** means an opinion in writing, conforming to the requirements of Section 17.12, signed by Company Counsel;

(iiii) **"Opinion of Counsel"** means an opinion or opinions in writing, conforming to the requirements of Section 17.12, signed by Counsel;

(jjjj) **"Orders"** means all applicable orders, decisions, directives, declarations, decrees, injunctions, writs, judgements, rulings, awards or requirements made or rendered by any Governmental Authority and having the force of law, and includes, without limitation, any environmental orders;

(kkkk) **"Ordinary Resolution"** means in respect of either the Senior Bonds, the Subordinate Bonds or all Bonds (as may be specified in this indenture), a resolution (i) passed at a duly convened meeting of bondholders by favourable votes of the holder or holders of more than 50% of the outstanding principal amount of such Senior Bonds, Subordinate Bonds or Bonds, respectively, present in person or by proxy, or (ii) evidenced by an instrument in writing signed by the holder or holders of more than 50% of the outstanding principal amount of such Senior Bonds or Subordinate Bonds or Bonds, respectively. An Ordinary Resolution, adopted in accordance with the provisions of this indenture, will be binding upon all the holders of Senior Bonds, Subordinate Bonds or Bonds, as applicable, and the Trustee will be bound to give effect thereto accordingly;

(llll) **"Permits"** means all permits, consents, waivers, licences, certificates, approvals, authorizations, registrations, franchises, rights, privileges and

exemptions or any item with a similar effect as the foregoing issued or granted by any Governmental Authority or by any other third party, including, without limitation, environmental Permits;

(mmmm) "**Permitted Encumbrances**", as of any particular time, constitute any of the following in respect of the Secured Assets or any part thereof:

(i) liens, charges or prior claims for taxes (which term includes charges, rates and assessments) or utilities (including levies or imposts for sewers and other municipal utility services) not yet due or if due, the validity of which is being contested in good faith and in respect of which the Company has set aside adequate reserves for the payment of such disputed amounts (together with any interest or penalties accrued thereon), and no sale or forfeiture proceedings will have been taken in respect thereof;

(ii) the Lien of any judgment for a liquidated amount rendered, or claim filed, against the Company which the Company is contesting in good faith and in respect of which Collateral has been deposited with the Trustee in an amount sufficient to pay such judgment or claim together with any interest thereon and costs in respect thereto;

(iii) the rights reserved to or vested in any municipality or Governmental Authority by any statutory provision;

(iv) zoning (including, without limitation, airport zoning regulations), use and building by-laws and ordinances and federal, provincial or municipal by-laws and regulations as to the use of the Secured Assets, which do not materially interfere with the use of the Secured Assets for the purposes for which they are held or the value thereof;

(v) subdivision, site plan control, development, reciprocal, servicing, facility, facility cost sharing or similar agreements currently existing or entered into with a Governmental Authority, from time to time in respect of the Secured Assets which do not materially interfere with the use of the Secured Assets for the purposes for which they are held; encumbrances respecting encroachments by the Secured Assets or any facilities of or used in connection with the Secured Assets over neighbouring lands and permitted under agreements with the owners of such lands, provided they have been complied with, are in good standing and any security required under the agreements has been given to the municipality;

(vi) encumbrances respecting encroachments by facilities on neighbouring lands over the Secured Assets which do not materially interfere with the use thereof for the purposes for which the Power Assets are held;

(vii) permits, licenses, agreements, easements (including, without limitation, heritage easements and agreements relating thereto), restrictions, restrictive covenants, reciprocal rights, rights-of-way, public ways, rights in the nature of an easement and other similar rights in land granted to or reserved by other persons (including, without in any way limiting the generality of the foregoing, permits, licenses, agreements, easements, rights-of-way, sidewalks, public ways, and rights in the nature of easements or servitudes for sewers, drains, steam, gas and water mains or electric light and power or telephone and telegraph conduits, poles, wires and cables) or which are contemplated or provided for or which the Company is bound to enter into pursuant to any subdivision, development, site plan control or similar agreement in respect of any part of the Secured Assets which in the aggregate do not materially impair the value of the Secured Assets or materially interfere with the use thereof for the purposes for which they are held;

(viii) any encumbrance of any nature whatsoever charging the interest of persons (other than the Company) under any permit, licence, agreement, easement, restriction, restrictive covenant, right-of-way, public way, right in the nature of an easement or other similar rights in land;

(ix) undetermined or inchoate liens and charges to current construction or current operations, a claim for which will not at the time have been filed against the Lands or of which the Trustee has not received notice;

(x) any construction, builders', mechanics', labourers', materialmen's, statutory or other similar privileges or Liens in respect of which Collateral in an amount equal to such Liens and all costs required to discharge the same has been deposited with the Trustee or is otherwise provided for in accordance with the *Construction Lien Act* (Ontario);

(xi) security given to a public utility or any municipality or Governmental Authority when required by the operations of the Company in the ordinary course of business, including, without limitation, the right of the municipality to acquire portions of any Lands for road widening or interchange construction and the right of the municipality to complete improvements, landscaping or

remedy deficiencies in any traffic control or monitoring to be provided to the Power Assets;

(xii) Minor Title Defects;

(xiii) any subsisting reservations, limitations, provisions and conditions contained in any original grants from the Crown of any land or interests therein, reservations of undersurface rights to mines and minerals of any kind;

(xiv) statutory reservations and exceptions to title set forth in Section 44 of the *Land Titles Act* (Ontario) save and except paragraph 11 thereof and otherwise modified as provided in this definition;

(xv) any and all statutory liens, charges, adverse claims, prior claims, security interests, deemed trusts or other Liens of any nature whatsoever claimed or held by Her Majesty the Queen in Right of Canada, Her Majesty the Queen in Right of the Province of Ontario, or by any other Governmental Authority under or pursuant to any applicable legislation, statute or regulation securing indebtedness not yet due or delinquent which in the aggregate do not materially impair the value of the Secured Assets or materially interfere with the use thereof for the purposes for which they are held;

(xvi) the reservation of mining rights to the Algoma Central Railway in respect of Parcel 2028 Algoma West Section, Parcel 2029 Algoma West Section, Parcel 2188 Algoma West Section, Parcel 9660 Algoma West Section, Parcel 212 Algoma Central Railway Lands and the right of Algoma Central Railway at any time in the future to take and acquire portions of the said parcels for the right of way of a railway and other railroad purposes;

(xvii) the right of way to the International Bridge Authority of Michigan over Parts 4 and 8, Plan 1R 4438 and over part of Parcel 996, Algoma West Section;

(xviii) any reference plans or plans registered pursuant to the Boundaries Act (Ontario);

(xix) a lease of 1,500 square feet more or less in favour of Her Majesty the Queen in right of Canada represented by the Minister of Transport over part of Parcel 9099, Algoma West Section, for front range light;

(xx) an easement for a steam transmission line to Lake Superior Power Limited Partnership over, in, under and through a strip of land more particularly described therein and being part of Parcel

996 in the Register for Algoma West Section and parts of St. Mary's Island, the Water Lots adjacent to St. Mary's Island and the Laird and Henderson Mill Site registered as Instrument Numbers 200701 and T-367959, respectively;

(xxi) an easement for an underwater electricity transmission line to Lake Superior Power Limited Partnership over, in, under and through a strip of land more particularly described therein and being part of Parcels 996, 1954 and 6994 all in the Register for Algoma West Section and part of the Laird and Henderson Mill Site, St. Mary's Island and the Water Lots adjacent to St. Mary's Island registered as Instrument Numbers 200700 and T-367959;

(xxii) permits, licenses, easements, rights of way, reciprocal rights, rights in the nature of easements, subleases, sublicenses, and other similar rights and entitlements and shared use agreements permitted pursuant to Section 6.10 and Section 7.6 hereunder;

(xxiii) Purchase Money Security Interests otherwise permitted by this indenture which for greater certainty must not exceed, in the aggregate, $5,000,000; and

(xxiv) the Security;

(nnnn) "**Permitted Financial Institution**" means any of the five largest Canadian chartered banks, provided that the senior unsecured indebtedness of such bank is rated at least AA(low) by the Rating Agency or, if none of such Canadian banks meet such threshold, such lower rating as may be approved from time to time by the holders of Senior Bonds (or if no Senior Bonds are outstanding, holders of Subordinate Bonds) pursuant to an Ordinary Resolution;

(oooo) "**Permitted Investments**" means any bonds, debentures, notes, bills of exchange, securities or other evidences of indebtedness (including specific interest and principal payments thereof) that have a term to maturity not exceeding 2 years and which are issued or guaranteed by: (i) the Government of Canada; (ii) any Province of Canada, provided that such instruments are rated by DBRS at least AA(low) for long-term debt or R-1(mid) for short-term debt or the equivalent thereof by another Major Rating Agency or such other rating as may be approved by the holders of the Senior Bonds (or if no Senior Bonds are outstanding, holders of the Subordinate Bonds) from time to time pursuant to an Ordinary Resolution; or (iii) any of the five largest Canadian chartered banks, provided that the senior unsecured indebtedness of such bank is rated at least AA(low) by DBRS or the equivalent thereof by another Major Rating Agency or such other rating as may be approved by the holders of the Senior Bonds (or if no Senior Bonds are outstanding, holders

of the Subordinate Bonds) from time to time pursuant to an Ordinary Resolution;

(pppp) "**person**" means any individual, sole proprietorship, partnership, joint venture, trust, unincorporated organization, association, corporation, limited liability company, institution, public benefit corporation, other entity or government (whether federal, provincial, state, county, city, municipal, local, foreign, or otherwise, including any instrumentality, division, agency, body or department thereof);

(qqqq) "**Pledge Agreement**" means the share pledge agreement dated as of March 12, 2008 made by the Company in favour of the Trustee, as such agreement may be amended, restated or replaced from time to time;

(rrrr) "**Power Assets**" means collectively, without duplication, any and all rights of the Company of any nature or kind, whether now or hereafter acquired, in:

(i) the Power Real Estate;

(ii) the Improvements;

(iii) the Transmission Assets;

(iv) all intellectual property and intangible property (including, without limitation, software) of every nature or kind used in connection with the Transmission Business;

(v) all buildings, plants, constructions, sub-stations, equipment, machinery, transformers, motor vehicles, computer hardware and other personal property located from time to time on the Power Real Estate, and all electric transmission systems and lines, poles, wires and all other personal property, in each case owned, leased or licensed by the Company and used in connection with the Transmission Business, whether such interests are now or hereafter acquired by the Company; and

(vi) all remaining property, assets, rights, licenses, franchises and undertaking of the Company relating to any of the foregoing and used in connection with the Transmission Business.

(ssss) "**Power Real Estate**" means, collectively, the Lands, the Future Sites and the Transmission Property Rights;

(tttt) "**Purchase Money Security Interest**" means a Lien created by the Company securing indebtedness incurred to finance the unpaid acquisition price of personal property provided that (i) such Lien is created prior to or concurrent with the acquisition of such property, (ii) such Lien does not at any time encumber any other property of the Company other than the property so

acquired and the proceeds thereof, (iii) the amount of such indebtedness secured thereby is not increased subsequent to such acquisition, (iv) the principal amount of indebtedness secured by any such Lien at no time exceeds 100% of the original purchase price of such property at the time it was acquired and (v) the asset subject to such Lien, if reclaimed by the person holding such Lien, will not impair the ability of the Company to continue to carry on the Transmission Business;

(uuuu) "**Rating Agency**" means DBRS, provided that if DBRS or any of its successors does not remain in existence, "**Rating Agency**" will refer to such other Major Rating Agency as is designated by the Trustee, notice of which designation will be given in writing to the Company, and thereafter, the specific ratings referred to herein will be deemed to refer to the equivalent ratings of the Major Rating Agency so designated;

(vvvv) "**Rating Condition**" means that (i) the Rating Agency has received at least 30 days prior written notice of the proposed action (or such shorter period as it may accept); and (ii) the Trustee has received confirmation in writing from the Rating Agency that, after giving effect to the proposed action, the rating ascribed to the Senior Bonds by such Rating Agency immediately prior to the proposed action will not be qualified, downgraded or withdrawn as a consequence of the proposed action;

(wwww) "**Receiver**" has the meaning ascribed to such term in Section 10.2;

(xxxx) "**Receiver's Certificate**" has the meaning ascribed to it in Section 10.4(e);

(yyyy) **"Reciprocal Agreement"** means the reciprocal co-operation and co-ownership agreement to be entered into between GLPL and GLPT upon GLPT acquiring the Secured Assets in accordance with Section 6.10, pursuant to which each will agree to provide to the other such reasonable co-operation and assistance as the other may from time to time reasonably require in order to facilitate its efficient and continuous use, ownership, operation and maintenance of the Secured Assets (in the case of GLPT) and the Excluded Assets (in the case of GLPL), as such agreement may be amended, restated or replaced from time to time in compliance with Section 6.17 of this indenture;

(zzzz) "**Redemption Date**" means, in respect of any redemption of Bonds, the date (which must be a business day) specified in the notice of such redemption as the date on which such Bonds will be redeemed;

(aaaaa) "**Redemption Price**" means, in respect of any series of Bonds, the redemption price or prices applicable to such Bonds specified in the indenture supplemental hereto creating such Bonds;

(bbbbb) "**Regulations**" means all rules, regulations, by-laws or any requirement with a similar effect as the foregoing promulgated by Governmental Authorities

under or pursuant to Applicable Laws, including, without limitation, environmental and safety regulations;

(ccccc) "**Release**" means a releasing, adding, spilling, leaking, pumping, pouring, emitting, emptying, discharging, injecting, escaping, leaching, migrating, dispersing, dispensing, disposing, depositing, spraying, inoculating, abandoning, throwing, placing, exhausting or dumping, and "Released" has a comparable meaning;

(ddddd) "**Replacement Cost**" means, with respect to any property, the cost of repairing, replacing or reinstating such property with materials of like kind and quality and for like occupancy (where applicable) on a same or similar site, in accordance with the requirements of any applicable municipal by-law up to a value and condition not less than the value and condition that such property was in prior to the event requiring the repair, replacement or reinstatement (assuming that such property was at such time in the condition required by the terms of this indenture);

(eeeee) "**S&P**" means Standard & Poor's Rating Service and its successors and assigns;

(fffff) "**Secured Assets**" means, collectively, at any time and from time to time (subject to the applicable Security Agreements providing for appropriate and necessary terms to address any restrictions that may exist on the ability to grant Liens over such assets), all property, undertaking and assets of the Company (1) for so long as GLPL is the Company, used in connection with the Transmission Business, and (2) in any other circumstance, used in connection with the Transmission Business, and which will, in each case, include (without intending to be limiting);

(i) the Power Assets and all books and records relating thereto;

(ii) all Accounts Receivable or other amounts owing by any person to the Company in connection with the Transmission Business or arising from or relating to any portion of the Power Assets;

(iii) any Collateral at any time deposited with the Trustee (or an agent appointed by the Trustee) pursuant to the terms of this indenture or any Security Agreement;

(iv) all cash generated at any time or from time to time from the Transmission Business or the use of the Power Assets and all such cash converted into Permitted Investments;

(v) all other property or assets of the Company used in connection with the Transmission Business which may at any time or from time to time be mortgaged, pledged and charged pursuant to the terms of the Security Agreements;

(vi) all Material Contracts;

(vii) all collateral pledged pursuant to the Pledge Agreement;

(viii) all leases, licences and permits at any time or from time to time relating to the ownership, operation or maintenance of the Transmission Business and the Power Assets;

(ix) all cash at any time or from time to time in the Debt Service Reserve Account; and

(x) all insurance proceeds and expropriation proceeds arising at any time or from time to time from or relating to the Transmission Business and the Power Assets;

, provided that to the extent that GLPT has only a co-ownership interest in any such property, asset, contract, permit, right, licence, franchise, or undertaking, it is such co-ownership interest that constitutes a Secured Asset.

(ggggg) "**Securities**" has the meaning attributed to such term in the *Securities Act* (Ontario);

(hhhhh) "**Security**" means the Liens created and the security granted pursuant to the Security Agreements over and in respect to the Secured Assets;

(iiiii) "**Security Agreements**" means the Debenture, the Nominee Direction, the GSA, the Pledge Agreement, the Assignment of Material Contracts, the Assignment of Insurance, the Subsidiary Guarantee and all other security (including all cash on deposit and additional letters of credit) now or hereafter delivered to the Trustee by or on behalf of the Company;

(jjjjj) "**Senior Bonds**" means senior bonds of the Company issued or to be issued hereunder from time to time in one or more series which are outstanding and entitled to the benefit of the Security and includes the Series 1 Senior Bonds and the Additional Bonds;

(kkkkk) "**Series 1 Senior Bonds**" means the Series 1 Senior Bonds to be issued pursuant to a supplemental indenture immediately subsequent to the execution of this indenture;

(lllll) "**Subordinate Bond Event of Default**" means the occurrence of any of the events identified in Section 9.1(c), (d), (g), (h), (i), (j) and (k);

(mmmmm) "**Subordinate Bonds**" means subordinate bonds of the Company issued or to be issued hereunder from time to time in one or more series which are outstanding and entitled to the benefit of the Security but which are subordinated to the Senior Bonds in accordance with the terms hereof;

(nnnnn) "**Subsidiary Guarantee**" means the guarantee dated as of March 12, 2008 made by the Included Subsidiaries in favour of the Trustee, as such agreement may be amended, restated or replaced from time to time;

(ooooo) "**this indenture**", "**this trust indenture**", "**this deed of trust and mortgage**", "**hereto**", "**herein**", "**hereof**", "**hereby**", "**hereunder**", and similar expressions refer to this deed of trust and not to any particular Article, Section or other portion hereof and include any and every instrument or indenture supplemental or ancillary hereto or in implementation hereof: and references to a particular Schedule, Article or Section mean such Schedule, Article or Section hereof;

(ppppp) "**Transmission Assets**" means, collectively, all property, assets, contracts, permits, rights, licenses, franchises and undertaking of the Company, whether real, personal or mixed, tangible or intangible, of every nature, kind and description, wherever located, that are owned, leased or licensed by the Company and are related to and used in connection with the Transmission Business, including, without limitation, the Transmission Property Rights, provided that to the extent that the Company has only a co-ownership interest in any such property, asset, contract, permit, right, licence, franchise or undertaking, it is such co-ownership interest that constitutes a Transmission Asset;

(qqqqq) "**Transmission Property Rights**" means the easements, leases, licenses and other rights in land described in Schedule "D" and any future easements, leases, licences and other rights in land acquired by the Company and used in connection with the Company's power transmission system;

(rrrrr) "**Trust Indenture Legislation**" means, at any time, the provisions of any statute of Canada or any province thereof and the Regulations thereunder, relating to trust indentures and the rights, duties and obligations of trustees under trust indentures and of corporations issuing debt obligations under trust indentures, to the extent that such provisions are at such time in force and applicable to this indenture;

(sssss) "**Trust Moneys**" has the meaning attributed to such term in Section 8.1;

(ttttt) "**Trustee**" means CIBC Mellon Trust Company, as trustee for the benefit of the bondholders and includes any successor trustee appointed in accordance with the terms of Section 14.1;

(uuuuu) "**Unanimous Resolution**" means in respect of the Senior Bonds, Subordinate Bonds, all Bonds or any series thereof (as may be specified in this indenture), a resolution (i) passed at a duly convened meeting of bondholders holding such Bonds by favourable votes of the holder or holders of not less than 100% of the outstanding principal amount of such Bonds, present in person or by proxy, or (ii) evidenced by an instrument in writing signed by the

holder or holders of not less than 100% of the outstanding principal amount of such Bonds;

(vvvvv) "**United States Dollars**" or "**US$**" means such currency of the United States of America which at the time of payment or determination will be legal tender for the payment of public or private debts in immediately available funds;

(wwwww) "**United States of America**" means the United States of America (including the states and the District of Columbia), its territories, possession and other areas subject to its jurisdiction; and

(xxxxx) "**Written Order**", "**Written Request**" and "**Written Consent**" of the Company means a written order, request or consent signed in the name of the Company by any two of the Chairman of the Board, Chief Financial Officer, Chief Executive Officer, the President, a Vice-President, the Treasurer, the Secretary, an Assistant Treasurer or an Assistant Secretary of the Company, or by any two directors of the Company.

Section 1.2 Interpretation

Words importing the singular number only will include the plural, and vice versa, and words importing the masculine gender includes the feminine gender and words importing persons include firms and corporations, and vice versa. References to any statute herein includes such statute as amended, revised, re-enacted and/or consolidated from time to time and any successor statute thereto, and includes any Regulations promulgated thereunder from time to time.

Section 1.3 Headings and Table of Contents

The headings of all the Articles and Sections hereof and the Table of Contents are inserted for convenience of reference only and do not affect the construction or interpretation of this indenture.

Section 1.4 Governing Law

This indenture and the Bonds will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein and will be treated in all respects as Ontario contracts.

Section 1.5 Amounts of Money Expressed in Lawful Money of Canada

Unless specifically otherwise provided herein or in any indenture supplemental hereto, all references to dollar amounts herein or other money amounts herein are expressed in terms of lawful money of Canada.

Section 1.6 Invalidity of Provisions

Each of the provisions contained in this indenture or the Bonds and the Liens created by the Security in each parcel of the Power Real Estate is distinct and severable and a declaration of invalidity or unenforceability of any such provision, charge or security interest by a court of competent jurisdiction will not affect the validity or enforceability of any other provision hereof or thereof or any charge or security interest in any other parcel of the Power Real Estate.

Section 1.7 Meaning of "outstanding" for Certain Purposes

Every Bond certified and delivered by the Trustee hereunder will be deemed to be outstanding until it has been cancelled or delivered to the Trustee for cancellation, or a new Bond has been issued in substitution therefor under Section 2.10 provided that:

(a) where a new Bond has been issued in substitution for a Bond which has been lost, stolen or destroyed, only one of such Bonds will be counted for the purpose of determining the aggregate principal amount of Bonds outstanding; and

(b) for the purpose of any provision of this indenture entitling bondholders to vote, sign consents, requests or other instruments or take any other action under this indenture, Bonds owned directly or indirectly, legally or equitably, by the Company or any Affiliate will be disregarded provided that:

(i) the Trustee has the right to obtain written confirmation from bondholders that they are not an Affiliate of the Company prior to relying on any such vote, consent, request or other instrument or other action; and

(ii) Bonds so owned which have been pledged in good faith other than to the Company or an Affiliate will not be so disregarded if the pledgee establishes, to the satisfaction of the Trustee, the pledgee's right to vote such Bonds in his discretion free from the control of the Company or an Affiliate.

Section 1.8 Currency Conversion

Wherever it is necessary or appropriate for the purpose of making any determination or calculation hereunder to notionally convert into Canadian Dollars an amount in United States Dollars, such conversion will be made on the basis of the noon buying rate for United States Dollars with Canadian Dollars as reported by the Federal Reserve Bank in New York on the date as of which such conversion is to be made; provided, however, that if the purpose of such conversion is to determine compliance by the Company with any covenant or limitation contained herein, such conversion will take into account (if, and to the extent, permitted in accordance with GAAP) any hedge contract to which the Company is a party at the date of which such conversion is to be made and which applies to the United States Dollar obligation to be converted; but provided further, however, that with respect to any series of Additional Bonds or Subordinate Bonds in United States Dollars, no contract price may be

applied as aforesaid unless the applicable hedge contract is in place on the date of issue of such Additional Bonds.

ARTICLE 2
THE BONDS

Section 2.1 Limitation on Outstanding Bonds

The aggregate principal amount of Senior Bonds authorized to be outstanding under this indenture is unlimited. The aggregate principal amount of Subordinate Bonds authorized to be outstanding under this indenture is unlimited. In accordance with Section 6.2(ii)(c), the principal amount of Subordinate Bonds when issued must not be in excess of 30% of the aggregate principal amount of all Senior Bonds then outstanding. All Bonds issued hereunder will be subject to the terms and conditions herein provided.

Section 2.2 Issuance in Series and Form

The Bonds may be issued in one or more series, subject to compliance with the provisions and conditions hereinafter set forth. The Bonds of each such series will bear such date or dates, will bear interest at such rate or rates, may be issued in such denominations, may be redeemable before maturity in such manner and subject to payment of such Make-Whole Amount or premium or without premium, may be payable in lawful money of Canada or such other currencies, may provide for such sinking fund or funds (if any), may contain such provisions for the exchange or transfer of Bonds of differing denominations and forms and may contain such other provisions, not inconsistent with the provisions of this indenture, as may be determined by the Company at or prior to the time of issue thereof and expressed in an indenture supplemental hereto providing for the issuance of the Bonds of such series and (to such extent as the Company may deem appropriate) in the Bonds of such series. At the option of the Company, the maximum principal amount of Bonds of any series may be limited as may be expressed in an indenture supplemental hereto providing for the issuance of the Bonds of such series and in the Bonds of such series.

The Bonds of any series may be of different denominations and forms and may contain such variations of tenor and effect as are incidental to such differences of denomination and form including variations in the provisions for the exchange of Bonds of different denominations or forms and in the provisions for the registration or transfer of Bonds, and any series of Bonds may consist of Bonds having different dates of issue, different rates of interest, different redemption prices (if any), different dates of maturity (subject to no Bonds maturing prior to June 16, 2023), different sinking fund provisions (if any) and may consist partly of Bonds carrying the benefit of a sinking fund or funds (subject to the terms of this indenture) and partly of Bonds with no sinking fund or funds.

Subject to the foregoing provisions, any of the Bonds may be issued as part of any series of Bonds previously issued, in which case they will bear the same designation and designating letters as have been applied to such similar prior issue and will be numbered consecutively upwards in respect of each denomination of Bonds in like manner and following the numbers of the Bonds of such prior issue.

Notwithstanding anything contained herein to the contrary, all of the Senior Bonds will mature on the Maturity Date and all of the Subordinate Bonds will mature on or subsequent to the Maturity Date of the Senior Bonds.

Section 2.3 Form of Bonds

Any series of Bonds which may at any time be issued hereunder, the coupons (if any) appertaining thereto and the certificate of the Trustee endorsed on such Bonds may be in such form or forms as the Company may determine at the time of the first issue of any series or part of any series of such Bonds and as may be approved by the Trustee.

The Bonds of any series may be typewritten, engraved, lithographed, printed or photocopied or partly in one form and partly in another, as the Company may determine.

Section 2.4 Signature

Except as otherwise permitted or required with respect to any Bonds by the indenture supplemental hereto creating such Bonds, all such Bonds must be signed (either manually or by facsimile signature) by the Chairman of the Board, the President, a Vice-President, Senior Vice-President, a director, the Treasurer, the Secretary, an Assistant Treasurer or an Assistant Secretary of the Company holding office at the time of signing. In the event of the Trustee receiving a request for the issue of a new Bond pursuant to Section 2.7 or Section 2.10, if the Trustee has requested signature by the Company of such new Bond and the Company has not signed and delivered the same to the Trustee for certification within 10 days of a request by the Trustee therefor, the Trustee will be entitled (but not obligated) to sign the same by its duly authorized officers on behalf of the Company, the Company hereby irrevocably appointing the Trustee its attorney for such purposes. A facsimile signature upon any of the Bonds will, for all purposes of this indenture, be deemed to be the signature of the person whose signature it purports to be and to have been signed at the time such facsimile signature is reproduced and notwithstanding that any such person whose signature, either manual or in facsimile, may appear on the Bonds is not, at the date of this indenture or at the date of the Bonds or at the date of the certifying and delivery thereof, the Chairman of the Board, the President, a Vice-President, a Senior-Vice President, a director, the Treasurer, the Secretary, an Assistant Treasurer or an Assistant Secretary, as the case may be, of the Company, such Bonds will be valid and binding upon the Company and entitled to the Security.

Section 2.5 Certification

No Bond will be issued until it has been certified by or on behalf of the Trustee in a form referred to in Section 2.3. Such certificate will be conclusive evidence that such Bond is duly issued and is entitled to the benefits hereof and is secured by the Security. The certificate of the Trustee on any Bond will not be construed as a representation or warranty by the Trustee as to the validity of this indenture or of such Bond. The certificate of the Trustee on any Bond will, however, be a representation and warranty by the Trustee that such Bond has been duly certified by or on behalf of the Trustee pursuant to the provisions of this indenture.

Section 2.6 Bonds Equally Secured by Security

(1) All Senior Bonds as soon as issued and certified in accordance with this indenture will be secured equally and rateably by the Security and will rank *pari passu* in respect to payments upon a distribution of proceeds from any sale or realization of the Secured Assets without discrimination or preference with all other Senior Bonds as if all of the Senior Bonds had been issued and certified simultaneously.

(2) The Subordinate Bonds will be secured by the Security but will be subordinate to the Senior Bonds in accordance with the terms of this indenture. All Subordinate Bonds as soon as issued and certified in accordance with this indenture will be secured equally and rateably by the Security and will rank *pari passu* in respect to payments upon a distribution of proceeds from any sale or realization of the Secured Assets without discrimination or preference with all other Subordinate Bonds, as if all of the Subordinate Bonds had been issued and certified simultaneously.

Section 2.7 Registration: Transfer: Exchange

The Trustee will keep or cause to be kept by and at the principal office of the Trustee in the City of Toronto, Ontario and at such other place or places or by such other registrar or registrars as the Company may designate or appoint, with the approval of the Trustee, registers in which will be alphabetically entered the names and addresses including the street and number (if any), of the holders of all Bonds and of all transfers of Bonds.

No transfer of a Bond will be valid unless the transferee and the balance of the unpaid principal amount of the Bond on the date of registration of the transfer is noted by the Trustee on the registration panel on the Bond and unless made on such transfer register by the registered holder or his executors or administrators or other legal representatives or his or their attorney duly appointed by an instrument in writing in form and execution satisfactory to the Trustee. The holder of a Bond may at any time and from time to time have such Bond transferred or have such Bond exchanged for Bonds of any other authorized denominations in an equivalent aggregate principal amount, at any of the places where a register of transfers is kept, in accordance with such reasonable regulations as the Trustee may prescribe. Without limiting the foregoing, any transfer of a Bond must be made in accordance with applicable securities legislation. The Trustee may act and rely on a opinion of counsel of the transferor that a transfer of a Bond is in accordance with applicable securities legislation.

Neither the Company nor the Trustee nor any registrar will be required:

(a) to make transfers or exchanges of any Bonds for a period of 10 business days next preceding any scheduled repayment of principal or interest payment date pertaining to such Bonds;

(b) to make any transfer or exchange of any Bond to reflect an assignment of such Bond in an amount less than $200,000 unless such lesser amount reflects all of the bondholders ownership interest in respect to the Bonds;

(c) to make exchanges of any Bonds on the day of any selection by the Trustee of such Bonds to be redeemed or until the date that the notice of redemption is mailed; or

(d) to make exchanges of any Bonds which have been selected or called for redemption, unless upon due presentation thereof for redemption such Bonds are not redeemed.

The Trustee, when requested to do so by the Company or a bondholder, upon receipt of such reasonable documentation as the Trustee may require, will furnish the Company or a bondholder with a list of the names alphabetically arranged and the last known address of each person who is a holder of Bonds, and the outstanding principal amount of such Bonds held by each holder. The Trustee will furnish the Company with the date and particulars of the issue and transfer of each Bond as soon as reasonably practicable after the date such transfer is noted by the Trustee.

Such registers will at all reasonable times be open for inspection by the Company, the Trustee, any bondholder and any other person entitled thereto by law. Neither the Trustee nor any registrar for any of the Bonds nor the Company will be charged with notice of or be bound to see the execution of any trust, express, implied or constructive, in respect of any Bond and may transfer the same on the direction of the holder thereof, whether named as trustee or otherwise, as though that person were the beneficial owner thereof.

Except as herein otherwise provided, in every case of exchange of Bonds or any transfer of Bonds, the Trustee or other registrar may, subject to Applicable Law, make a sufficient charge to reimburse it for any stamp tax or other governmental charge required to be paid, and in addition the Company will pay to the Trustee a reasonable charge for its services for every Bond issued upon such exchange or transfer.

Section 2.8 Payment

The person in whose name any Bond is registered will be deemed the owner thereof for all purposes of this indenture. Payment of or on account of the principal, interest and Make-Whole Amount (if any) and premium (if any) of and on such Bond will be made only to such registered holder thereof and such payment will be good and sufficient discharge of the liability of the Company and the Trustee for the amounts paid.

Unless otherwise provided with respect to any particular series of Bonds in the supplemental indenture authorizing the creation and issue of such series of Bonds, as the principal and interest on such Bonds becomes payable (except principal and interest payable at maturity or on redemption, which will be paid on such maturity or redemption upon presentation and surrender of such Bonds for payment) the Company will at the request of the registered holder of Bonds, on the date on which principal and interest on such Bonds becomes due (or if such date is not a business day, the first business day preceding such day) either, (i) forward or cause to be forwarded by prepaid post to the holder for the time being, or, in the case of joint holders, to one of such joint holders, at his address appearing on the appropriate register hereinbefore mentioned one or more cheques (drawn on a Canadian chartered bank) for such

principal or interest (less any tax required to be deducted or withheld plus any gross up required to be paid pursuant to any supplemental indenture) payable to the order of such holder or holders and negotiable at par at each of the places at which interest on the Bonds is payable, or (ii) effect a wire transfer of immediately available funds to the holder or, in the case of joint holders, to one of such joint holders, based on the wire transfer instructions provided by any such holder to the Company in the amount of such principal or interest (less any tax required to be deducted or withheld plus any gross up required to be paid pursuant to any supplemental indenture), in each case in immediately available funds for receipt not later than 12:00 (noon) Toronto time on the date such payment is due. Any amount received after such time will be deemed received on the next business day and interest will accrue on such amount until receipt thereof. The forwarding of such cheque or cheques or implementation of such wire transfer will satisfy and discharge the liability for such payment to the extent of the sums represented thereby unless such cheque is not paid on presentation or is lost or destroyed or such wire transfer is not received on or prior to the applicable payment date. In the event of the non-receipt of any such cheque by the holder, or the loss or destruction thereof, the Company or the Trustee, upon being furnished with evidence of such non-receipt, loss or destruction and indemnity satisfactory to it, acting reasonably, will issue or cause to be issued to such holder a replacement cheque for the same amount. Interest in respect of the principal amount of the Bonds will cease to accrue from the due date thereof unless payment of principal or interest thereon, as the case may be, is improperly withheld or refused.

Subject to Section 2.11, payment of principal at maturity of the Bonds, Make-Whole Amount (if any) and premium (if any) on the Bonds will be made only upon presentation of the Bond to the Trustee for cancellation.

The registered holder for the time being of any Bond will be entitled to the outstanding balance of the principal moneys, interest, Make-Whole Amount (if any) and premium (if any) thereon, free from all equities or rights of set-off or counterclaim between the Company and the original or any intermediate holder thereof (except any equities of which the Company is required to take notice by statute or by order of a court of competent jurisdiction) and all persons may act accordingly, and a transferee of a Bond will, after the appropriate form of transfer is lodged with the registrar and upon compliance with all other conditions in that behalf required by this indenture or by any conditions endorsed on the Bond or by law, be entitled to be entered on any one of the registers as the owner of such Bond free from all equities or rights of set-off or counterclaim between the Company and his transferor or any previous holder thereof, save in respect of equities of which the Company is required to take notice by statute or order of a court of competent jurisdiction. The payment by the Company to any registered holder for the time being of any Bond of any such principal moneys, interest, Make-Whole Amount and premium will be a good discharge to the Company and the Trustee for the same, and neither the Company nor the Trustee nor any registrar will be bound to enquire into the title of any such holder (except as aforesaid).

Where Bonds are registered in more than one name, the principal moneys, Make-Whole Amount (if any), premium (if any) and interest from time to time payable in respect thereof may be paid by cheque or wire transfer payable to one of such holders failing written instructions from them to the contrary and the receipt of any one of such holders thereof will be a valid discharge to the Trustee and any other paying agent and to the Company.

Section 2.9 Cancellation

All Bonds redeemed, purchased or otherwise acquired by the Company or by any other person on its behalf must be forthwith delivered to the Trustee and cancelled and will not be re-issued and may not be used as a credit against sinking fund obligations of the Company except to the extent otherwise provided in the sinking fund or redemption provisions of any supplemental indenture pertaining to any particular series of Bonds. All Bonds which have been delivered to and cancelled by the Trustee will be destroyed by the Trustee and, if required by the Company, the Trustee will furnish to the Company a destruction certificate setting forth the number and denomination of the Bonds so destroyed.

Section 2.10 Mutilation, Loss or Destruction

If any Bonds issued hereunder become mutilated or be lost, destroyed or wrongfully taken, provided the Company or the Trustee has no notice that the Bond has been acquired by a *bona fide* purchaser, the Company in its discretion may issue, and thereupon the Trustee will certify and deliver, a new Bond of like date and tenor, with a notation as to the unpaid principal amount outstanding thereunder on the registration panel thereof, upon surrender and cancellation of the mutilated Bond or, in case of a lost or destroyed or wrongfully taken Bond, in lieu of and in substitution for the same. The substituted Bond will be in a form approved by the Trustee and will be entitled to the benefits of this indenture equally with all other Bonds issued or to be issued hereunder of like tenor. In case of loss or destruction or wrongful taking, the applicant for a substituted Bond will furnish to the Company and to the Trustee evidence satisfactory to the Company and to the Trustee of such loss or destruction or wrongful taking (in their reasonable discretion) and an indemnity satisfactory to them (in their reasonable discretion) and must pay any and all expenses incidental to the issue of such substituted Bond and must satisfy any other reasonable requirements imposed by the Company or the Trustee.

Section 2.11 Home Office Payment Agreement

Notwithstanding anything to the contrary contained in this indenture or in any Bond, the Company may enter into an agreement with the registered holder of any Bond providing for the payment of principal, Make-Whole Amount (if any), premium (if any) and interest on any of the Bonds held by such holder at a place and in the manner other than the place or in the manner of payment specified herein or in such Bond for the making of all payments with respect to such Bonds to such bondholder, whether or not out of sinking funds established for the benefit of bondholders, without presentation or surrender of such Bond so long as such holder will, upon the payment of any principal outstanding hereunder or redemption of such Bond in part only, make notations on such Bond of the part thereof so repaid or redeemed and that as promptly as practicable after the payment or prepayment in whole of any Bond, the holder will surrender such Bond to the Trustee for cancellation. Payment of principal, Make-Whole Amount (if any), premium (if any) and interest on any Bond in accordance with this Section 2.11 will absolutely satisfy and discharge the liability of the Company with respect to such payment under such Bond unless, in the case of payment by cheque, a cheque for payment thereof is not paid on presentation or is lost or destroyed. From time to time the Company will furnish to the

Trustee an Officers' Certificate as to the persons with whom the Company has entered into such an agreement.

ARTICLE 3
SECURITY

Section 3.1 Security

As continuing security for the due payment of the principal of, and interest on (including interest on amounts in default) and any Make-Whole Amount on, the Bonds and of all other money for the time being and from time to time owing pursuant to the terms of this indenture, the Bonds and the Security, including any amounts payable by the Company to the Trustee or any bondholders as damages, liquidated or otherwise, as a result of the Company defaulting on its obligations hereunder, and to secure the due performance by the Company of all of its obligations hereunder, the Company will deliver or cause to be delivered to and in favour of the Trustee, the Security Agreements.

Section 3.2 Effect of Security

The Liens created pursuant to the Security Agreements and all rights thereby conferred unto the Trustee, its successors and assigns, will be held in trust for the benefit and security of the holders of all Bonds. The Security Agreements will secure all indebtedness owing pursuant to the Bonds without any preference or priority of (i) any Senior Bonds over any other Senior Bonds or (ii) any Subordinate Bonds over other Subordinate Bonds, and with the powers and authorities and subject to the terms and conditions mentioned and set forth in this indenture. Payments from proceeds of realization against the Secured Assets will be distributed in accordance with the terms of Section 10.6 hereof.

Section 3.3 Further Assurances

The Company will, forthwith, and from time to time, execute and do or cause to be executed and done all deeds, documents and things that, in the Opinion of Counsel, are necessary or advisable for giving the Trustee (so far as may be possible under Applicable Law) a valid Lien (subject to Permitted Encumbrances) of the nature specified in the Security Agreements upon the Secured Assets to secure the payment of the principal, interest, Make-Whole Amount and any other amount for the time being and from time to time owing under this indenture, the Bonds, the Bond Purchase Agreements, the Conversion Representation Agreement and the Security Agreements, and for conferring upon the Trustee the power of sale and other powers as are in the Security Agreements expressed to be conferred.

Notwithstanding anything herein contained, the Trustee will not be bound to take any conveyance, assignment or transfer pursuant to the Security Agreements of any property or assets that the Trustee cannot legally take or that, in the opinion of the Trustee, is of an onerous character, but the Company must hold any such property or assets in trust for the Trustee.

Section 3.4 Registration

The Company will record, file, enter or register the Security Agreements, all documents supplemental thereto, and all other instruments of further assurance (including financing statements) without delay under the provisions of those statutes providing for the registration of Liens in Canada and any province or territory of Canada and any other jurisdiction in which the Secured Assets are situated and in which in the Opinion of Counsel such recording, filing, entry or registering is necessary or advisable to establish, preserve and protect the Liens created by the Security, perfect the Liens created thereby and preserve and protect the rights of the Trustee thereunder and the rights of the bondholders under the Bonds, and will provide the Trustee with written confirmation thereof. The Company will renew such recordings, filings or registrations from time to time as and when required to keep them in full force and effect and will provide the Trustee with a copy thereof. The Company will from time to time, if and when requested to do so by the Trustee, furnish the Trustee with an Opinion of Company Counsel that the provisions of this Section 3.4 have been complied with. The Trustee will not be responsible for any failure by the Company to effect any registration provided for herein or any renewal thereof.

Section 3.5 Funds Held by Trustee

All cash that may at any time be deposited with or held by the Trustee in accordance with the provisions of this indenture or the Security Agreements will be held by the Trustee in the Province of Ontario and the Securities representing Permitted Investments will be held by the Trustee in the Province of Ontario. All such cash and Securities will be subject to the Security.

Section 3.6 Priority

Any reference to Permitted Encumbrances contained in this indenture or in the Security Agreements in and of itself will not expressly or by implication result in any Permitted Encumbrance ranking ahead of the Liens created pursuant to the Security Agreements.

Section 3.7 Supplemental Indentures

From time to time the Company (when authorized by a resolution of the directors as evidenced by a Certified Resolution) and the Trustee may and, subject to the provisions of this indenture, when so directed by this indenture, the Company and the Trustee will, without the consent or concurrence of the bondholders, execute, acknowledge and deliver by its proper officers, deeds or indentures supplemental hereto, which thereafter will form part hereof, or do and perform any other acts and things and execute and deliver any other deeds or documents, for any one or more of the following purposes:

(a) mortgaging, pledging, charging and assigning, assuring, confirming or transferring to, or vesting in, the Trustee any property, real or personal, freehold or leasehold, now owned or hereafter acquired by the Company in connection with the Transmission Business and intended to be charged by the Security Agreements, and providing that the same will become and be part of the Secured Assets;

(b) correcting or amplifying the description of any property specifically mortgaged, pledged, charged or assigned by the Security Agreements, or intended so to be;

(c) evidencing the succession, or successive successions, of any other person to the Company and the covenants of and obligations assumed by any such successor in accordance with the provisions of this indenture;

(d) providing for the issue of Bonds of any one or more series and for establishing the terms, provisions and conditions of a particular series of Bonds, subject to Section 6.2;

(e) implementing the provisions of any Extraordinary Resolution or Ordinary Resolution passed in accordance with the terms of this indenture;

(f) giving effect to the provisions of Article 7 and Article 11;

(g) adding to the limitations or restrictions herein specified, further limitations or restrictions thereafter to be observed by the Company, upon the amount, dates of maturity, issue or the purposes of issue of Bonds hereunder;

(h) adding to the covenants of the Company herein contained for the protection of the holders of the Bonds or providing for Events of Default in addition to those herein specified;

(i) consenting to the amendment, revision, extension, amplification, alteration or termination of any lease, easement, servitude, agreement, document or instrument which may at any time form part of the Secured Assets; provided in the reasonable opinion of the Trustee relying, where appropriate, on an Officers' Certificate and the opinion of Counsel that the giving of such consent will not be prejudicial to the interests of the bondholders or that such amendment, revision, extension, amplification, alteration or termination is in accordance with the applicable provisions of Article 7; and

(j) making such amendments, deletions or alterations hereto that may be considered necessary or desirable by the Company and the Trustee to give effect to any Applicable Laws or Trust Indenture Legislation.

The Trustee may also, without the consent or concurrence of the bondholders, by supplemental indenture or otherwise, concur with the Company in making any changes or corrections in this indenture or any Security Agreement as to which it has been advised by Counsel that the same are non-substantive corrections or changes or are required for the purpose of curing or correcting any ambiguity or defective or inconsistent provisions or clerical omission or mistake or manifest error contained herein or therein or in any deed or indenture supplemental or ancillary hereto or thereto. The Trustee will provide to each bondholder a copy of any indenture or other document entered into pursuant to the terms of this Section 3.7.

Section 3.8 Discharge of Security

(1) If the Company pays or causes to be paid to the Trustee all moneys owed to the bondholders and the Trustee pursuant to this indenture and the Bonds and performs the terms hereof, then this indenture and the rights hereby granted will cease, determine and become void and thereupon the Trustee will, at the Written Request of the Company and at the expense of the Company, cancel and discharge all Security granted in connection herewith by executing and delivering to the Company such deeds or other instruments as are requisite to discharge the Security in favour of the Trustee and to reconvey to the Company (or as the Company may direct in writing) the Secured Assets and to release the Company from the covenants herein contained (other than the provisions relating to indemnification) upon delivery of such Written Request to the Trustee, together with an Officers' Certificate stating that all amounts owed to the bondholders and the Trustee pursuant to this indenture and the Bonds have been paid in full.

The Trustee will execute and deliver to the Company such deeds or other instruments as aforesaid; provided that the Company has first satisfied the Trustee that the Company has paid all the principal moneys, interest, Make-Whole Amount (if any) and premium (if any) due or to become due (and as and when the same shall become due under the terms hereof) on all of the Bonds outstanding hereunder as well as all other sums payable hereunder by the Company.

(2) It is hereby declared and agreed that no purchaser from the Company and no registrar will be obliged to inquire into the necessity, expediency, authority or regularity of or for any such release or reconveyance nor be obliged to inquire into the sufficiency of the performance by the Company of any of the conditions upon which it is or may be entitled to such release or reconveyance or the application of any moneys or securities set apart or provided for the payment of any outstanding Bonds or interest thereon.

(3) The registrar of any registration division in which any of the Power Real Estate are situate will (i) discharge and cancel or (ii) reduce (according to the terms of the instrument of release presented) the registration of any Lien created or hereafter created by the Security Agreements, upon the registration of any acquittance, discharge, release or document to that effect signed by the Trustee, without being obliged to see that any of the conditions of this indenture have been fulfilled.

Section 3.9 Subordination of Subordinate Bonds to Senior Bonds

(1) Subject to the terms of this Agreement and specifically to this Section 3.9, the payment of indebtedness owing by the Company to the holders of Subordinate Bonds will be unconditionally and irrevocably deferred, postponed and subordinated in all respects to the prior indefeasible repayment in full by the Company of all indebtedness owing (whether principal, interest (whether incurred prior to or subsequent to Default), Make-Whole Amount or otherwise) to the holders of Senior Bonds. Notwithstanding the foregoing, during such times as a Default or Event of Default does not exist and is not continuing, the holders of Subordinate Bonds will be entitled to receive scheduled payments of interest on a semi-annual basis on the outstanding principal amounts of Subordinate Bonds. During the existence and continuance of a Default or Event of Default, without the requirement of any further notice or action, the Company will not make any payments on the Subordinate Bonds and the holders of Subordinate Bonds will not

accept any payments in respect to the Subordinate Bonds until all indebtedness and other obligations owing to the holders of the Senior Bonds have been paid in full. Any interest payments that were not made to the holders of Subordinate Bonds as a consequence of the existence of a Default or Event of Default will accrue interest on such unpaid interest at the same rate of interest applicable to such Subordinate Bonds.

(2) During such times as any Senior Bonds remain outstanding and subject to the following, the holders of the Subordinate Bonds will not have the right to take, or direct the Trustee to take, any steps or action to enforce payment of any indebtedness owing by the Company to them or to the Trustee following the occurrence of an Event of Default that is not a Subordinate Bond Event of Default. For a period of 365 days after the occurrence of a Subordinate Bond Event of Default which has not been cured, waived or otherwise revoked, the holders of Subordinate Bonds will not be entitled to direct the Trustee to take any steps or actions to enforce payment of the indebtedness owing by the Company to them or to direct the Trustee to commence realization on the Security including, without limitation, issuance of any demand, acceleration of indebtedness and obligation, issuance of statutorily required notices, exercise of any right of set-off, commencement of bankruptcy proceedings, foreclosure, power of sale, taking of possession, giving in payment, appointing or making an application to court for an order appointing an agent or Receiver or by any other means of enforcement thereof (in each case, an "enforcement action"). The restriction on the ability of the holders of Subordinate Bonds to direct the Trustee to take such enforcement action will apply equally to each holder of Subordinate Bonds. Following the expiration of a 365- day period after the occurrence of a Subordinate Bond Event of Default which has not been cured, waived or otherwise revoked on or prior to the expiry of such 365-day period by the holders of Subordinate Bonds by Ordinary Resolution, the holders of Subordinate Bonds will be entitled to accelerate the indebtedness owing pursuant to the Subordinate Bonds and to take such enforcement actions pursuant to the Security as they may determine. Notwithstanding the foregoing, after the holders of Senior Bonds have directed the Trustee to commence any enforcement action in respect of the Security, the holders of Subordinate Bonds will then be entitled to accelerate the indebtedness owing pursuant to the Subordinate Bonds and to make any filings necessary to protect their claims subject to such filings not constituting an enforcement action.

(3) In the event that the holders of Subordinate Bonds by Ordinary Resolution elect to direct the Trustee to take any enforcement action or otherwise to enforce or realize on the Security, the holders of the Senior Bonds will at any time, upon delivery of notice to the Trustee, be entitled to assume control over the enforcement or realization process so that the Trustee will thereafter take instructions solely from the holders of Senior Bonds in accordance with any Ordinary Resolution passed by the holders of Senior Bonds. Upon receipt of such a request from the holders of Senior Bonds, the holders of Subordinate Bonds agree to accede to such request and thereafter not interfere in any manner or form with the course of action and instructions being put forward by the holders of Senior Bonds in respect to the enforcement and realization of the Security. Once all indebtedness and obligations owing to the holders of Senior Bonds have been paid in full, the holders of Subordinate Bonds will be thereafter entitled to direct the Trustee in respect to enforcement actions by Ordinary Resolution of such holders.

(4) Following the occurrence and continuance of an Event of Default, any holder or holders of Subordinate Bonds (collectively, the "**initiating bondholders**") will be entitled to

purchase all of the indebtedness owing by the Company to all holders of Senior Bonds (including principal, all accrued interest to the date of purchase and, without duplication, the Make-Whole Amount, (if any)) (collectively, the "**Senior Obligations**"). Should any holder of a Subordinate Bond determine that it wishes to purchase the Senior Obligations, it will provide irrevocable written notice to the Trustee and the other bondholders stating that it is exercising its option to purchase the Senior Obligations in accordance with the terms of this Section 3.9(4). Each holder of a Subordinate Bond will have a right to participate in such purchase by providing written notice to the initiating bondholders of its irrevocable agreement to do so within 10 days from the delivery of the initiating bondholders notice to purchase. Each holder of a Subordinate Bond who elects to participate in such purchase (including the initiating bondholders) will be obliged to purchase its respective *pro rata* share of the Senior Obligations. The notice delivered by the initiating bondholders must provide for the purchase date of the Senior Bonds with such purchase date to be no earlier than 30 days from the date of such notice and no later than 40 days from the date of such notice. The purchase price for the Senior Bonds will be based on the applicable Redemption Price for each series of Senior Bonds and will be calculated in accordance with the terms of the supplemental indentures in respect of which such series of Senior Bonds were issued. Upon those purchasing holders tendering payment of the Senior Obligations to the Trustee on the purchase date, each holder of a Senior Bond will transfer its Bonds to the purchaser(s) without representation or warranty other than as to its ownership of such Bonds and that such Bonds and the obligations owing in connection therewith are not subject to any Liens.

(5) The priorities for payment of the Bonds following an enforcement of Security as provided for in Section 10.6 hereof will apply and be effective notwithstanding:

(a) the fact that a rule of law or any statute may alter or vary the priorities set forth in such Section;

(b) the time of the incurrence of any of the indebtedness, obligations or liabilities owing to the holders of Senior Bonds or the holders of Subordinate Bonds;

(c) the time of the Event of Default in respect of the Senior Bonds or the Subordinate Bonds or the making of any demand or giving of any notice or the prior giving of notice by any of the holders of Senior Bonds or Subordinate Bonds;

(d) any priority granted by any principle of law or any statute; and

(e) the filing by or against the Company under or pursuant to any Applicable Law of any procedure relating to bankruptcy, insolvency or reorganization or release of debtors.

(6) The terms of this Section 3.9 will remain in full force and effect without regard to, and the obligations of the holders of the Bonds hereunder will not be released or otherwise affected or impaired by:

(a) any exercise or non-exercise by the holders of Senior Bonds of any right, remedy, power or privilege in this indenture or the Security Agreements;

(b) any waiver, consent, extension, indulgence or other action, inaction or admission by the holders of the Senior Bonds under or in respect to this indenture or any of the Security Agreements;

(c) the failure of the holders of Senior Bonds to file or enforce a payment of any kind;

(d) any defence based upon an election of remedies by the holders of Senior Bonds which destroys or otherwise impairs the subrogation rights of the holders of Subordinate Bonds;

(e) any merger, consolidation or amalgamation of the holders of Subordinate Bonds or any of them into or with any other person; or

(f) any insolvency, bankruptcy, liquidation, reorganization, arrangement, composition, winding-up, dissolution or similar proceeding involving or affecting holders of Subordinate Bonds or any of them or the Company.

(7) In the event of a distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of the Company, or the proceeds thereof, to creditors in connection with the bankruptcy, liquidation or winding-up of the Company or in connection with any composition with creditors or scheme of arrangement of the Company, the holders of Senior Bonds will be entitled to receive payment in full of all the indebtedness owing to them in respect to the Senior Bonds (the "**Senior Bond Obligations**") before the Subordinate Bonds are entitled to receive any direct or indirect payment or distribution of any cash or other assets of the Company on account of any indebtedness owing in respect to the Subordinate Bonds (the "**Subordinate Bond Obligations**"), and the holders of the Senior Bonds will be entitled to receive directly, for application in payment of the Senior Bond Obligations (to the extent necessary to pay all Senior Bond Obligations in full after giving effect to any substantially concurrent payment or distribution to the Senior Bonds in respect of the Senior Bond Obligations), any payment or distribution of any kind or character, whether in cash or other assets, which is payable or deliverable upon or with respect to the Subordinate Bond Obligations.

(8) Should any payment, distribution or proceeds be received by or on behalf of any holder of a Subordinate Bond upon or with respect to the Subordinate Bond Obligations owing to it in contravention of any provision hereof, the recipient thereof will receive and hold the same or cause same to be received and held in trust, as trustee, for the benefit of the holders of Senior Bonds, and must forthwith deliver the same or cause same to be delivered to the Trustee, in precisely the form received (except for the endorsement or assignment of the recipient where necessary), for application in accordance with Section 10.6 hereof, and, until so delivered, the same will be held by the Trustee, and will form part of the Secured Assets.

ARTICLE 4
ISSUE OF BONDS

Section 4.1 Interest Not to Accrue

From and after the date of maturity, redemption, exchange or purchase by the Company, as applicable, of any Bonds, or the due date of payment of any part of the principal amount of any Bonds, no further interest will accrue on such Bonds or principal amount, as the case may be, unless payment of the amount then payable has not been made in accordance with the applicable terms of this indenture. If payment has not been made in accordance with the applicable terms of this indenture when due, interest will (i) continue to accrue on such unpaid amount and (ii) accrue on overdue interest, all at the same rate as is payable on the principal of the applicable Bonds.

Section 4.2 Senior Bonds and Subordinate Bonds

Senior Bonds and Subordinate Bonds may at any time and from time to time (provided no Default or Event of Default has occurred and is continuing at such time) be created, issued and executed by the Company and delivered to the Trustee and will be certified by the Trustee and delivered to or upon the Written Order of the Company (without the Trustee receiving any consideration therefor) but only if the Company has complied with the provisions of Section 6.2, and the Company has furnished to the Trustee:

(a) a Written Order for the certification and delivery of, the Series 1 Senior Bonds, Additional Bonds or Subordinate Bonds, as the case may be, and specifying the series number, the aggregate amount, the attributes and the form of the Series 1 Senior Bonds, Additional Bonds or Subordinate Bonds, as the case may be, to be certified and delivered;

(b) a Certified Resolution authorizing the creation, issue and execution of the Series 1 Senior Bonds, Additional Bonds or Subordinate Bonds, as the case may be, in the principal amount applied for and determining the series and attributes thereof in accordance with this indenture;

(c) an indenture supplemental hereto, in form and substance satisfactory to Counsel, creating the Series 1 Senior Bonds, such series of Additional Bonds or Subordinate Bonds, as the case may be, duly executed by each of the parties thereto;

(d) an Officers' Certificate:

(i) stating that all conditions provided for in this indenture relating to the issue, certification and delivery of the Series 1 Senior Bonds, Additional Bonds or Subordinate Bonds, as the case may be, applied for have been complied with in accordance with the terms of this indenture;

(ii) stating that so far as is known to the signers, after having made due enquiry pursuant to Section 17.12, no Default or Event of Default has

occurred and is continuing or will result from the making or granting of such Written Order; and

(iii) in the case of any Additional Bonds or Subordinate Bonds, providing reasonable particulars demonstrating compliance by the Company with the covenants in Section 6.2(i)(e) or Section 6.2(ii)(e), as and if applicable (on a *pro forma* basis after giving effect to the issue of such Additional Bonds or Subordinate Bonds, as the case may be, and the application of the proceeds thereof);

(e) an Opinion of Company Counsel dated the date of such Written Order to the effect that (i) all conditions precedent provided for herein relating to the authorization, execution, certification and delivery of the Bonds applied for have been complied with; and (ii) the Bonds applied for have been duly authorized and executed by the Company and, upon certification thereof by the Trustee and delivery thereof by the Trustee or the Company, will be valid and legally binding obligations of the Company, subject to customary qualifications and assumptions and will be secured by the Security; and

(f) such other materials and documents as the Trustee or Counsel may reasonably require and as may be provided for in the supplemental indenture creating such issue of Series 1 Senior Bonds, Additional Bonds or Subordinate Bonds, as the case may be.

Upon the issuance of any Additional Bonds or Subordinate Bonds, the Trustee will provide to each bondholder, the supplemental indenture entered into in connection with such Bonds along with all other documentation referred to in this Section 4.2 and required by Section 6.2.

Section 4.3 No Bonds to be Issued During Default

No Bonds will be certified or delivered if at that time, to the knowledge of the Trustee, a Default or an Event of Default has occurred and is continuing. Any certification and delivery of any Bonds by the Trustee will be conclusive evidence of the absence of knowledge on the part of the Trustee of any such Default or Event of Default at the time of such certification and delivery.

Section 4.4 Concerning Opinions and Certificates

The Trustee, prior to the certification and delivery of any Bonds under any of the provisions of this Article 4, will not be bound to make any enquiry or investigation as to the correctness of the matters set forth in any of the opinions, certificates or other documents required by the provisions of this Article 4, but will be entitled to accept and act upon the said opinions, certificates and other documents. The Trustee may, in its discretion in cases where it deems further proof desirable and will, upon receipt of an Ordinary Resolution of either the holders of Senior Bonds or Subordinate Bonds, require further proof.

ARTICLE 5
REDEMPTION, PURCHASE AND EXCHANGE OF BONDS

Section 5.1 General

The Company will have the right, at its option, to redeem either in whole at any time or in part from time to time prior to maturity, provided that no Event of Default is then continuing, Bonds issued hereunder of any series which by their terms are made so redeemable (subject, however, to any applicable restriction on the redemption of Bonds of such series) with such Make-Whole Amounts (if any), at such date or dates, upon such notice, upon such terms respecting payment and otherwise in the manner determined at the time of the issue of such Bonds and as expressed in this indenture or in the supplemental indenture authorizing or providing for the issue of such Bonds or in such Bonds.

Section 5.2 Partial Redemption of Bonds

In case less than all of the outstanding Bonds of any series are to be redeemed, the Company will in each such case, at least 15 business days before the notice of redemption is required to be given, notify the Trustee in writing of its intention to redeem Bonds and of the aggregate principal amount of such Bonds to be redeemed. The Bonds to be redeemed will be selected on a *pro rata* basis (to the nearest multiple of $1,000, in the case of Bonds denominated in Canadian Dollars and US$1,000, in the case of Bonds denominated in United States Dollars) in accordance with the principal amount of Bonds registered in the name of each holder. In the case of a partial redemption, Bonds denominated in United States Dollars may be redeemed only in denominations of US$1,000 or any whole multiple thereof and Bonds denominated in Canadian Dollars may be redeemed only in denominations of $1,000 or any whole multiple thereof. The holder of any Bond called for redemption in part only, upon surrender of such Bond for payment as required by Section 5.8, will be entitled to receive, without expense to such holder, one or more new Bonds of the same series and tenor, for the unredeemed part of the Bond surrendered, and the Trustee will certify and deliver such new Bond or Bonds upon receipt of the Bond so surrendered; or, at the option of such holder, the Trustee will return the Bond to the holder after making notation thereon of the portion of the principal amount thereof so redeemed. In the alternative, payment of the applicable Redemption Price of any portion of any Bond may be made to the registered holder thereof without presentation or surrender thereof to the Trustee and such registered holder may be requested to make the notation thereon if there has been filed with the Trustee a certified copy of, or extract from, an agreement between the Company and such registered holder, (or the owner whose nominee the registered holder is) to the effect thereof. The Trustee will be under no duty to determine that such notations have been made by such registered holder. Unless the context otherwise requires, the word "Bond" or "Bonds" as used in this Article 5 will be deemed to mean and include any part of the principal amount of any Bond which in accordance with the foregoing provisions has become subject to redemption.

Section 5.3 Notice of Redemption

Except as otherwise required or permitted with respect to any Bonds by the indenture supplemental hereto creating such Bonds, notice of intention to redeem any Bonds (in

whole or in part) prior to their respective maturity date will be given by or on behalf of the Company to the holders of the Bonds which are to be redeemed, not more than 60 days nor less than 30 days prior to the Redemption Date in the manner provided in Section 15.2. Every notice of redemption must, unless all of the Bonds then outstanding are to be redeemed, state the designating numbers of the Bonds called for redemption and, in case a Bond is to be redeemed in part only, that part of the principal amount thereof to be redeemed. Any notice of intention to redeem must specify the Redemption Date, an example of how the Redemption Price will be calculated and the place of payment and must state that all interest thereon will cease from and after such Redemption Date and must include the name and telephone number of a representative of the Company who can be contacted if a bondholder has further inquiries. The Company will use its best efforts to obtain from the Investment Dealer the applicable Canada Yield Price (as such term is defined in the applicable supplemental indenture hereto), if applicable, necessary to determine the Redemption Price as early as possible on the business day three business days immediately preceding the Redemption Date, and forthwith after determining such Redemption Price will provide the Trustee (by telephone confirmed by facsimile or hand delivery at such numbers or address as may be provided by the Trustee to the Company from time to time) with particulars of the calculation of the Redemption Price.

Section 5.4 Bonds Due on Redemption Dates

Upon notice having been given as aforesaid, all the Bonds called for redemption (or the portion of such Bonds called for partial redemption) will thereupon be due and payable at the Redemption Price on the Redemption Date specified in such notice, in the same manner and with the same effect as if it were the respective maturity date of such Bonds (or such portion being redeemed), anything in the Bonds or herein to the contrary notwithstanding, and from and after such Redemption Date, if the moneys necessary to redeem such Bonds (or the portion of such Bonds called for partial redemption) has been deposited as hereinafter provided and affidavits or other proof satisfactory to the Trustee as to the mailing of such notices have been lodged with it, such Bonds (or the portions thereof that were to have been redeemed) will not be considered as outstanding hereunder and interest upon such Bonds will cease.

In case any question arises as to whether any notice has been given as above provided and any such deposit made, such question will be decided by the Trustee whose decision will be final and binding upon all parties in interest.

Section 5.5 Deposit of Redemption Moneys

Upon Bonds having been called for redemption (or partial redemption) as provided in this indenture, the Company will deposit with the Trustee before 1:00 p.m. (Toronto time) the Redemption Date fixed in the notice of redemption thereof, such sums as may be sufficient to pay the Redemption Price of the Bonds (or portions thereof) to be redeemed. From the sums so deposited, the Trustee will pay or cause to be paid to the holders of such Bonds called for redemption, upon surrender of such Bonds at the principal office of the Trustee in the City of Toronto, Ontario, and such other places (if any) as may be specified in the notice of redemption, the Redemption Price.

Section 5.6 Failure to Surrender Bonds Called for Redemption

In case the holder of any Bond so called for redemption in whole or in part fails within 30 days after the date fixed for redemption so to surrender his Bond or does not within such time accept payment of the applicable Redemption Price payable in respect thereof or give such receipt therefor (if any) as the Company or the Trustee may require, if the Company has paid the applicable Redemption Price to the Trustee as provided for in Section 5.5 and directed the Trustee to set it aside in trust for such holder, either in the deposit department of the Trustee or an Affiliated Entity (as such term is defined in Article 12 hereof) of the Trustee or in a Permitted Financial Institution, such setting aside will, for all purposes, be deemed a payment to such bondholder of the sum so set aside, and to that extent the said Bond will thereafter not be considered as outstanding hereunder and the bondholder will have no other right except (upon surrender and delivery up of his Bond) to receive payment out of the moneys so deposited of the applicable Redemption Price of such Bond.

Any moneys so set aside and interest thereon (if any) not claimed by or paid to the holder of the Bonds entitled thereto within 6 years after the date of such setting aside will be repaid to the Company by the Trustee on demand and thereupon the Trustee will be released from all further liability with respect to such moneys and thereafter the holders of the Bonds in respect of which such moneys were so paid to the Company will have no rights in respect thereof except to obtain payment of such moneys from the Company subject to any defence the Company may have and to the provisions of this indenture.

Section 5.7 Purchase of Bonds

With respect to any particular series of Bonds, unless otherwise provided herein or in the supplemental indenture authorizing the creation and issue of such series of Bonds, at any time and from time to time, provided that no Default or an Event of Default has occurred and is continuing at such time, the Company may purchase Bonds:

(a) by private agreement or in the open market; or

(b) pursuant to a call for tenders given to all holders of the Bonds or the series of Bonds to be purchased, by notice given in accordance with Section 15.2, which notice must specify the purchase date (which may not be earlier than 15 days after the giving of such notice), the purchase price and the place of payment thereof. In the event that an aggregate principal amount of the Bonds, or the Bonds of the series to be purchased, is tendered which is greater than that offered to be purchased, such tendered Bonds will be purchased on a *pro rata* basis in the proportion, as nearly as practicable, which the principal amount of Bonds or series of Bonds tendered by each holder bears to the principal amount of Bonds or series of Bonds offered to be purchased by the Company.

Section 5.8 Cancellation of Bonds

All Bonds redeemed under this Article 5 or under any indenture supplemental hereto and any Bonds purchased by the Company must be forthwith delivered to the Trustee and will be cancelled by the Trustee and no Bonds will be issued in substitution therefor. All Bonds

which have been delivered to and cancelled by the Trustee will be destroyed by the Trustee and, if required by the Company, the Trustee will furnish to it a destruction certificate setting forth the numbers and denominations of the Bonds so destroyed.

Section 5.9 Application to All Series of Bonds

The provisions of Section 5.2 to Section 5.6, inclusive, will apply to each series of Bonds if by their terms they are redeemable unless otherwise provided in instruments supplemental or ancillary hereto establishing the terms of the Bonds of such series.

Section 5.10 Make-Whole Amount on Acceleration

The Company will pay to each holder of Senior Bonds the Make-Whole Amount (if any) (together with any other amounts due under the Senior Bonds) upon payment of such Senior Bonds in any circumstance giving rise in any manner to the repayment of the Senior Bonds prior to the Maturity Date including, without limitation, acceleration pursuant to Section 9.2 of this indenture.

Section 5.11 Redemptions and Purchases of Subordinate Bonds

Notwithstanding the foregoing or anything contained in this indenture to the contrary, the Company may not at any time or under any circumstances redeem or purchase any Subordinate Bonds while Senior Bonds remain outstanding except pursuant to a Unanimous Resolution passed by the holders of all Senior Bonds. This Section 5.11 will be paramount to all other sections contained in this indenture.

ARTICLE 6
CERTAIN COVENANTS

The Company hereby represents, warrants, covenants and agrees with the Trustee that it will carry out or cause to be carried out each and every covenant to be performed by the Company as hereinafter set forth:

Section 6.1 Title to Secured Assets

The Company has and will have, subject only to the rights of the Nominee and to Permitted Encumbrances and except as set forth on Schedule "F":

(a) good, valid title in fee simple to the Lands;

(b) valid and subsisting easements or leasehold interests, as the case may be, necessary for the operation of the Company's transmission system; and

(c) good title to or interests in all Secured Assets not included in paragraphs (a) and (b) above.

The Company will defend the title of its interest in the Secured Assets for the benefit of the Trustee and the bondholders against all claims and demands of all persons.

Section 6.2 Limitations on Creation of Additional Indebtedness

(i) Limitation on Creation of Additional Bonds

The Company covenants that it will not issue Additional Bonds unless:

(a) there exists no Default or Event of Default that is continuing;

(b) the Additional Bonds mature on the Maturity Date;

(c) the terms of the Additional Bonds do not allow for any repayment of principal indebtedness owing thereon (other than repayment resulting subsequent to an acceleration in accordance with the terms hereof or redemption in accordance with the terms hereof or of any applicable supplemental indenture) prior to June 16, 2013;

(d) any repayments of principal on the Additional Bonds on or subsequent to June 16, 2013 will be based on an amortization period that equals or exceeds the then remaining amortization period of the Series 1 Senior Bonds;

(e) the Company has provided to the Trustee an Officers' Certificate confirming that:

(i) the ratio of the EBITDA for the twelve consecutive calendar months immediately preceding the date of the Company's most recent financial statements, determined from the information disclosed in such financial statements, to the actual Debt Service for such twelve calendar month period was at least 3.0:1.0; and

(ii) after giving effect to the proposed issuance of Additional Bonds and the application of the proceeds therefrom (to the extent used to retire existing Indebtedness), the ratio of the projected EBITDA for the twelve consecutive calendar months immediately following the date of the proposed issuance to the projected Debt Service for such period is at least equal to 3.0:1.0,

which Officers' Certificate shall have attached thereto a schedule setting forth the calculation of such amounts in the form attached hereto as Schedule "G" and (A) must be accompanied by a Chartered Accountant's Certificate confirming that the ratio set out in clause (i) above was complied with, and (B) must state that the projected EBITDA was determined with reference to the Company's projected regulated transmission rate base for the relevant period and any approvals given by the Ontario Energy Board;

(f) the Company has delivered to the Trustee an Officers' Certificate confirming that no Default or Event of Default exists and that no material adverse change has occurred with respect to the Company or the Transmission Business;

(g) the Rating Condition has been satisfied in connection with proposed issuance of the Additional Bonds and evidence of such has been delivered to the bondholders concurrent with or prior to the issuance of such Additional Bonds;

(h) after such proposed issuance, the ratings ascribed by the Rating Agency to the Senior Bonds will be BBB or higher and evidence of such has been delivered to the bondholders concurrent with or prior to the issuance of such Additional Bonds; and

(i) the Company has obtained and delivered to the Trustee an endorsement to the title insurance policy previously delivered to the Trustee (or a replacement policy acceptable to the Trustee) in respect to the Power Real Estate such that the total amount of insurance is at least equal to the aggregate principal amount outstanding under all Bonds after the proposed issuance of Additional Bonds.

(ii) Limitation on Creation of Subordinate Bonds

The Company covenants that it will not issue Subordinate Bonds unless:

(a) there exists no Default or Event of Default that is continuing;

(b) the Subordinate Bonds mature on or subsequent to the Maturity Date applicable to the Senior Bonds;

(c) the aggregate principal amount of all of the outstanding Subordinate Bonds following the issuance will not exceed 30% of the aggregate principal amount of all Senior Bonds outstanding at the time of such issuance;

(d) the terms of the Subordinate Bonds provide that no repayment of principal indebtedness owing thereon will be permitted until all indebtedness owing to the holders of Senior Bonds has been paid in full;

(e) the Company has provided to the Trustee an Officers' Certificate confirming that:

(i) the ratio of the EBITDA for the twelve consecutive calendar months immediately preceding the date of the Company's most recent financial statements, determined from the information disclosed in such financial statements, to the actual Debt Service for such twelve calendar month period was at least 2.0:1.0; and

(ii) after giving effect to the proposed issuance of Subordinate Bonds and the application of the proceeds therefrom (to the extent used to retire existing Indebtedness), the ratio of the projected EBITDA for the twelve consecutive calendar months immediately following the date of the proposed issuance to the projected Debt Service for such period is at least equal to 2.0:1.0,

which Officers' Certificate shall have attached thereto a schedule setting forth the calculation of such amounts in the form attached hereto as Schedule "G" and (A) must be accompanied by a Chartered Accountant's Certificate confirming that the ratio set out in clause (i) above was complied with, and (B) must state that the projected EBITDA was determined with reference to the Company's projected regulated transmission rate base for the relevant period and any approvals given by the Ontario Energy Board;

(f) the Company has delivered to the Trustee an Officers' Certificate confirming that no Default or Event of Default exists and that no material adverse change has occurred with respect to the Company or the Transmission Business;

(g) the Rating Condition has been satisfied in connection with proposed issuance of the Subordinate Bonds and evidence of such has been delivered to the bondholders concurrent with or prior to the issuance of such Subordinate Bonds;

(h) after such proposed issuance, the ratings ascribed by the Rating Agency to the Senior Bonds will be BBB or higher and evidence of such has been delivered to the bondholders concurrent with or prior to the issuance of such Subordinate Bonds; and

(i) the Company has obtained and delivered to the Trustee an endorsement to the title insurance policy previously delivered to the Trustee (or a replacement policy acceptable to the Trustee) in respect to the Power Real Estate such that the total amount of insurance is at least equal to the aggregate principal amount outstanding under all Bonds after the proposed issuance of Subordinate Bonds.

(iii) Limitation on Incurrence of Affiliate Debt

The Company covenants that it will not incur any Affiliate Debt unless:

(a) the Affiliate proposing to hold such Affiliate Debt and the Company have entered into a subordination and postponement agreement in favour of the Trustee in the form attached hereto as Schedule "C", with any amendments to such form that are a matter of substance to be approved by Ordinary Resolution of the holders of Senior Bonds (or, if no Senior Bonds are outstanding, the Subordinate Bonds) and any amendments that are a matter of form and not substance to be in the discretion of Trustee upon receipt of advice of Counsel; and

(b) the Company provides to the Trustee a certified copy of the loan documentation, if any, evidencing such Affiliate Debt.

(iv) Limitation on Creation of Indebtedness

The Company covenants that it will not create or assume or attempt to create or assume any Indebtedness other than (a) in connection with Bonds or Affiliate Debt incurred in accordance with Section 6.2(i), Section 6.2 (ii) or Section 6.2(iii) hereof, and (b) Indebtedness which does not exceed $5,000,000 in the aggregate. All or any portion of such Indebtedness

permitted in (b) may be secured so long as any Lien granted in respect to such Indebtedness qualifies as a Purchase Money Security Interest.

Section 6.3 Negative Pledge

(a) The Company covenants that it will not create, assume or attempt to create or assume any Lien on the Secured Assets or any part thereof except for Permitted Encumbrances.

(b) The Company covenants that it will not permit to be outstanding any Lien on the Secured Assets or any part thereof except for Permitted Encumbrances.

Section 6.4 To Pay Principal, Make-Whole Amount and Interest

The Company will well, duly and punctually pay or cause to be paid to every bondholder the principal of and interest accrued on the Bonds of which it is the holder, and, without duplication, the Make-Whole Amount (if any) on such Bonds, on the dates, at the places, in the moneys, and in the manner specified herein and in the Bonds and any supplemental indentures.

Section 6.5 To Pay Taxes, Rents, Etc.

The Company will from time to time pay or cause to be paid all rents, taxes, rates, levies, duties and assessments, general and special, ordinary or extraordinary of every nature and kind whatsoever, including local improvement taxes, which are levied, assessed or imposed upon the Secured Assets or any part thereof, or upon the Company on account thereof, and will, from time to time as the same are paid, upon the written request of the Trustee, produce for inspection by the Trustee receipts or other reasonable evidence of payment of such amounts, other than such amounts due which are being contested in good faith and that the Company has set aside adequate reserves for the payment of such disputed amount. The Company will provide immediate notice to the Trustee of any failure by it to pay any such amounts of which it becomes aware.

Section 6.6 To Effect Necessary Registrations

The Company will record, register or file the Security Agreements (or a notice, caveat or financing statement in respect hereof) at every public office of record where the recording, registration or filing thereof may be necessary to constitute, perfect and maintain the priority of the Security thereby created or intended so to be other than (i) in land titles offices or land registry offices in respect of permits, right-of-way agreements, licenses or sublicenses of occupation or in respect of transmission lines, poles, wires and equipment used by the Company in the course of the transmission of hydro-electric power which are not situated on the Lands, or Future Sites owned or leased by the Company, (ii) in respect of rights in Power Real Estate that are not registered against title, and (iii) under the *Personal Property Security Act* (Ontario) in respect of motor vehicles. The Company will deliver or exhibit to the Trustee, on demand, certificates or other evidence establishing such filings, recordings and registrations. Notwithstanding the foregoing, the Company will not be required to record, register or file the Security Agreements (or a notice, caveat or financing statement in respect thereof) against any

Power Real Estate or Secured Asset where it is necessary to obtain the consent or approval of the Government of Ontario or other grantor until such consent or approval is obtained. Subject to the foregoing, the Company will also record, register or file all such further mortgages, pledges, charges, assignments, security agreements and hypothecs as the Trustee may from time to time request to better assure and perfect its security on the Secured Assets or any part thereof (or a notice, caveat or financing statement in respect of the foregoing), at every public office of record where such recording, registration or filing is, in the opinion of the Trustee or in the Opinion of Counsel, necessary to constitute, perfect and maintain the priority of the security created by the Security Agreements.

Section 6.7 To Maintain Security

The Company will fully and effectively maintain and keep the security created by the Security Agreements to be maintained and kept as a valid and effective Lien at all times while the Bonds are outstanding and it will not permit or suffer the registration of any debt, Lien or privilege whatsoever, whether of workmen, builders, contractors, engineers, architects or suppliers of material, upon or in respect of any of the Secured Assets, unless any such debt, Lien or privilege constitutes and remains a Permitted Encumbrance.

Section 6.8 Operation of Business

(i) **Maintain Existence; Conduct Business**

The Company will do or cause to be done all things necessary to preserve and keep in full force and effect its existence pursuant to the laws of Canada or any province thereof, and all material rights and franchises where needed or necessary to the operation of the Transmission Business, and comply in all material respects with all Applicable Laws and conduct and operate the Transmission Business and maintain the Power Assets in accordance with Good Utility Practices. The Company will at all times maintain, preserve and protect the Power Assets in good repair, working order and condition, and will, from time to time, make, or cause to be made, all necessary and proper repairs, renewals, replacements and improvements thereto, for the necessary and effective operation of the Transmission Business, all in accordance with Good Utility Practices.

(ii) **Transmission Business**

(a) The Company will carry on no business other than the Transmission Business and, for so long as GLPL is the Company and owns the Transmission Business and Power Assets, the Generation Business and the D&C Business;

(b) The Company will not (i) continue or re-domicile into any jurisdiction outside of Canada, or (ii) take any other action that would connect it with any jurisdiction outside of Canada in such a way as to result in withholding taxes being imposed on bondholders who are residents in Canada; and

(c) The Company will not carry on any business outside the Province of Ontario.

(iii) **Transaction with Affiliates**

The Company covenants that transactions with Affiliates and Non-Arm's Length Persons entered into after the date hereof, other than (a) sales, transfers, leases or other dispositions effected in accordance with Section 6.10, Article 7 or Article 11, and (b) Affiliate Debt, will be entered into only in the ordinary course of the Transmission Business and on terms no less favourable to the Transmission Business than those obtainable in Arm's Length transactions. In this regard the Company will provide to the Trustee, within 15 business days after consummating any such transaction, a copy of any agreement relating thereto and an Officers' Certificate as to any such transaction being in the ordinary course and on terms no less favourable than would be obtainable in an Arm's Length transaction. Notwithstanding the foregoing, employees and officers of the Company may provide, from time to time, services to Affiliates of the Company that are not on terms that are as favourable to the Company as would be in Arm's Length transactions so long as the provision of any such services is not in any manner detrimental to the Company or the Transmission Business. In any such instance, the Company will provide to the Trustee, within 15 business days after consummation of any such transaction an Officers' Certificate as to the provision of such services not being in any manner detrimental to the Company or the Transmission Business.

(iv) **Licenses and Permits**

The Company will maintain, renew, apply and obtain all licences, Permits and other consents as may be required to carry on the Transmission Business from time to time except for those which are immaterial to the Company's ability to carry on the Transmission Business.

Section 6.9 To Pay Trustee's Remuneration

The Company will pay the Trustee reasonable remuneration for its services as Trustee hereunder and will repay to the Trustee all moneys which have been paid by the Trustee for premiums of insurance, repairs, renewals, taxes, legal expenses or charges on a solicitor and his own client basis, or any other expenditures whatever which the Trustee may reasonably make in and about the execution of the trust hereby created (including all costs incurred by the Trustee in complying with any Applicable Laws as a result of its duties as trustee hereunder) with interest at the rate per annum that is charged by the Trustee to all of its clients from time to time, from the date of expenditure until repayment, and such moneys and the interest thereon, including the Trustee's remuneration, until paid by the Company, will be secured hereby in priority to the principal, Make-Whole Amount (if any) and interest of and on the Bonds.

Section 6.10 Not to Sell Assets

(1) Except as permitted in this Section 6.10, Article 7 and Article 11, the Company will not sell, transfer, lease or otherwise dispose of the Secured Assets or any part thereof or any interest therein, or enter into any arrangement, directly or indirectly, whereby the Company sells or transfers and then or thereafter rents or leases back any of the Secured Assets or any part thereof, or any interest therein. For greater certainty, the Company may transfer, in such manner as it may see fit, the Excluded Assets without the requirement of consent of the Trustee or the bondholders.

(2) Notwithstanding the terms of Section 6.10(1), provided that no Default or Event of Default has occurred and is continuing, the Company will be permitted to transfer the Secured Assets, as a whole, to GLPT, a Canadian Affiliate of the Company or Great Lakes Hydro Income Fund (or its successor), or to a Canadian trust or limited partnership which is controlled by either of them (the "**Related Transferee**"), upon the satisfaction of the following conditions:

(i) the Company provides evidence to the Trustee that the Related Transferee is GLPT, a Canadian Affiliate of or controlled by the Company or Great Lakes Hydro Income Fund (or its successor);

(ii) the Related Transferee enters into an agreement pursuant to which the Related Transferee (A) makes customary representations and warranties together with such additional representations and warranties as each bondholder may reasonably require and so advise Counsel within 15 days of their receipt of draft documentation relating to the transfer of the Secured Assets to the Related Transferee, (B) assumes the Company's obligations under the Bonds then outstanding or subsequently issued, (C) agrees to assume, observe, pay, perform, be liable under and be bound by all of the covenants, terms, conditions and obligations provided for in this indenture and the Operative Documents, (D) acknowledges and agrees that all of its interests in the Secured Assets will be subject to a first ranking Lien in favour of the Trustee subject only to Permitted Encumbrances, and (E) agrees to provide, or cause to be provided, concurrent with the transfer such additional Security Agreements as the Trustee may reasonably require acting on advice of Counsel in order to ensure that the Trustee and the bondholders have retained the same rights and remedies as against the Related Transferee and the Secured Assets as they had against the Company and the Secured Assets prior to completion of the transfer;

(iii) recourse as against the Related Transferee and the Secured Assets will be limited in the same manner as recourse is limited as against the Company and the Power Assets as provided for in Section 10.1 hereof;

(iv) the Related Transferee makes a representation and warranty or the Trustee receives an Officers' Certificate from the Related Transferee and/or an opinion from counsel to the Related Transferee (in form and substance acceptable to the Trustee, acting reasonably), confirming that the Related Transferee (a) has all licences, permits and consents necessary or required (including approvals from the Ontario Energy Board (or its successor)) to acquire, own and operate the Secured Assets and (b) maintains all insurance required to be maintained by the Company pursuant to this indenture in respect to the Secured Assets and itself;

(v) the Trustee receives legal opinions from Company Counsel with respect to, *inter alia*, the enforceability of all obligations under this indenture and the Security Agreements assumed by the Related Transferee and all agreements entered into by the Related Transferee in connection with the

assumption of the obligations of the Company owing pursuant to the Bonds, this indenture and its acquisition of the Secured Assets, such opinions to be in form and substance acceptable to the holders of Senior Bonds as evidenced by an Ordinary Resolution (or if no Senior Bonds are outstanding, Subordinate Bonds by Ordinary Resolution), acting reasonably;

(vi) if title to any registered real estate assets changes as part of such transaction, the Trustee receives an endorsement or confirmation from any title insurance company that has issued a policy in favour of the Trustee in respect to all or a portion of the Secured Assets to the effect that such title insurance remains in full force and effect as against the Secured Assets and also receives confirmation that all of the insurance requirements provided for in the indenture in respect to the Company and as against the Power Assets are satisfied as respect to the Related Transferee and the Power Assets;

(vii) the Rating Condition is satisfied; and

(viii) the Company and the Related Transferee deliver to the Trustee such other agreements, instruments and documents as may be necessary or required to preserve the Security and the rights of the Trustee and the bondholders as a consequence of the transfer of the Secured Assets in the opinion of the holders of Senior Bonds as evidenced by an Ordinary Resolution (or if no Senior Bonds are outstanding, Subordinate Bonds by Ordinary Resolution), acting reasonably.

(3) The Company will notify the Trustee and the bondholders of any proposed transfer in connection with the terms of Section 6.10(2) and will provide to the Trustee and each bondholder a copy of all documents, agreements and instruments executed or delivered pursuant to the terms of Section 6.10(2).

(4) The Company and any transferee of the Secured Assets will be permitted to grant permits, licenses, easements, rights of way, reciprocal rights, rights in the nature of easements, subleases, sublicenses, and other similar rights or entitlements and enter into shared use agreements in favour of any owner of the Generation Business or D&C Business (or any part thereof) or any other person provided that (i) the same do not (y) impair the value of the Secured Assets or interfere with the use thereof in connection with the Business, other than in an immaterial respect; or (z) negatively impact on the ability of the Trustee, if authorized or direct to do so by the Bondholders, to enforce the Security, (ii) they contain customary terms and conditions (including customary insurance and indemnity provisions) (each a "**Permitted Right**"), including the Permitted Rights contemplated by the Reciprocal Agreement. The Trustee will, at the request of the Company, subordinate and/or postpone the Security to a Permitted Right, or consent to or grant a non-disturbance agreement in favour the holder of such Permitted Right, on such terms as the Company may reasonably require provided that the Company delivers to the Trustee:

(a) a Written Request setting out the proposed subordination, postponement, consent and/or non-disturbance agreement; and

(b) an Officers' Certificate providing details of the Permitted Right, stating that the requested subordination, postponement, consent and/or non-disturbance agreement complies with the provisions of this Section 6.10(4), and stating that, so far as is known to the signers, after having made due enquiry pursuant to Section 17.12 of this indenture, no Default or Event of Default has occurred and is continuing or will result from the making or granting of the Written Request.

(5) The Trustee will, at the request of the Company, from time to time, release and discharge the Security in respect of all or any part of the Excluded Assets or execute an acknowledgement to the effect that this indenture, the Operative Documents and/or the Security do not extend to the Excluded Assets (or any part thereof) provided that the Company delivers to the Trustee:

(a) a Written Request setting out the proposed release, discharge or acknowledgement; and

(b) an Officers' Certificate stating that the proposed release, discharge or acknowledgement complies with the provisions of this Section 6.10(5), and stating that, so far as is known to the signers, after having made due enquiry pursuant to Section 17.12 of this indenture, no Default or Event of Default has occurred and is continuing or will result from the making or granting of the Written Request.

Section 6.11 Financial Statements

(1) The Company will furnish to the Trustee and each holder of a Bond or its designated agent:

(a) within one hundred and twenty (120) days after the end of each Fiscal Year a copy of the annual audited consolidated financial statements of the Company, prepared in accordance with GAAP, which will contain an audited balance sheet, statement of income and retained earnings and statement of cash flow, in each case on a comparative basis with the preceding Fiscal Year, certified by a senior officer of the Company as correctly reflecting the financial condition of the Company in all material respects, together with an Annual Operating Report for such Fiscal Year in respect of the Transmission Business and an Officers' Certificate:

(i) certifying that no Default or Event of Default has occurred hereunder or, if any Default or Event of Default has occurred, specifying the relevant particulars and the period of existence thereof and the action taken or proposed to be taken by the Company with respect thereto, and

(ii) describing the aggregate optional principal repayments, purchases by the Company (whether pursuant to sinking fund obligations or otherwise) and redemptions of each series of Bonds in such Fiscal Year, the date on which such repayments, purchases and redemptions occurred and the aggregate unpaid principal amount of each series of Bonds issued hereunder at the end of such Fiscal Year;

(b) within sixty (60) days after the end of each of the first three fiscal quarters in each Fiscal Year, a copy of the unaudited consolidated quarterly financial statements of the Company prepared in accordance with GAAP which will contain a balance sheet, statement of income and retained earnings and statement of cash flow, certified by a senior officer of the Company as correctly reflecting the financial condition of the Company in all material respects;

(c) with reasonable promptness such other information regarding the operations and financial condition of the Company as any bondholder may from time to time reasonably request;

(d) within 60 days after the end of the first three fiscal quarters of each Fiscal Year, an Officers' Certificate stating that the Company is in compliance with all of its obligations under this indenture and that no Default or Event of Default (including without limitation the Events of Default specified in any indenture supplemental hereto) has occurred or is continuing or, if there exists any such non-compliance or if any Default or Event of Default has occurred or is continuing, specifying the relevant particulars and the period of existence thereof and the action taken or proposed to be taken by the Company in respect thereto;

(e) on or prior to December 1 of each Fiscal Year of the Company, a copy of the Company's Operating Plan for the subsequent Fiscal Year; and

(f) on each five year anniversary of this indenture, a copy of a current report assessing the overall condition of the Power Assets with such report being addressed to the bondholders and prepared by a nationally recognized and accredited independent engineering and consulting firm with expertise and experience in reviewing assets of a nature similar to the Power Assets.

Section 6.12 Insurance

The Company will obtain and maintain property insurance in connection with the Power Assets and the Transmission Business and such other types of insurance, including business interruption insurance, liability insurance with respect to claims for personal injury, death or property damage and boiler and machinery insurance, with respect to the operation of the Transmission Business, all with responsible and reputable insurance companies in such amounts and with such deductibles as are customary in cases of businesses of established reputations engaged in the same or similar businesses provided that the property insurance on the Power Assets must be in amounts not less than the Replacement Cost of the Power Assets. Such insurance must contain a provision that it will not be cancelled without at least 30 days prior

written notice to be given by the insurer(s) to the Trustee, and must contain a standard mortgage clause and contain a waiver by the insurer of all rights of subrogation or indemnity and contain a cross-liability clause and a severability of interests clause. Additionally, such policies of insurance must name the Trustee as first loss payee and mortgagee and, in respect to all third party liability insurance, identify the Trustee as an additional insured. All such insurance will, on the close of the issuance of the Series 1 Senior Bonds, be satisfactory in the view of the Insurance Consultant.

Section 6.13 Decisions of the Ontario Energy Board

The Company will deliver to the Trustee and each holder of a Bond within 30 days of receipt, copies of any Ontario Energy Board decisions relevant to the Transmission Business, including, without limitation, those regarding rates relating to the Transmission Assets.

Section 6.14 Notifications

The Company will notify the Trustee and each holder of a Bond of any event, circumstance or matter which may reasonably be expected to result in a Material Adverse Change and of the occurrence of any Default or Event of Default, forthwith and in any event within five business days after the Company becomes aware of such Material Adverse Change, Default or Event of Default.

Section 6.15 Notify Trustee of Change of Name or Change of Chief Executive Office

(a) The Company will not change its name without giving at least 30 days' prior notice to the Trustee and the bondholders in accordance with Section 15.3 of the new name and the date upon which such change of name is to take effect and, within five business days of the change of name, the Company will provide the Trustee and the bondholders with a copy of the relevant articles of amendment indicating such change of name.

(b) The Company will not move its chief executive office outside of the Province of Ontario except upon 30 days' prior written notice to the Trustee and, in such event, (A) only to another Province in Canada, and (B) only if the Liens created by the Security Agreements continue to constitute a valid, enforceable and perfected first priority security interest in all intangible property of the Company including, without limitation, Accounts Receivable, subject only to Permitted Encumbrances, and in such circumstances the Company will continue to hold and preserve its records concerning Accounts Receivable.

Section 6.16 To Charge After-Acquired Property and Execute Further Assurances

(a) The Company will, whether required by the Trustee or not, mortgage, pledge, charge, assign and grant a security interest in favour of the Trustee in any Addition, as part of the Secured Assets, and will mortgage, pledge, charge, assign and grant a security interest in favour of the Trustee, as part of the Secured Assets, in any Future Sites, and the Company will make the requisite registrations and filings under Section 6.6 with respect thereto. The Company will, whether required by the Trustee or not, assign in favour of the Trustee each Material Contract; subject to using its best efforts to obtain any required consents in this regard and an Acknowledgement and Consent for each such Material Contract (other than the Connection

Facilities Agreement dated July 1, 2002 between Hydro One Networks Inc. and the Company, as successor by assignment and novation to GLPL), and the Company will make the requisite registrations and filings with respect thereto. At any and all times the Company will, do, execute, acknowledge and deliver or will cause to be done, executed, acknowledged and delivered all and every such further acts, deeds, conveyances, mortgages, transfers and assurances as the Trustee may reasonably require, for the purpose of giving the Trustee a valid first ranking Lien (subject to Permitted Encumbrances) upon all Secured Assets and for the better assuring, conveying, mortgaging, assigning, confirming or charging unto the Trustee all other property and assets used in connection with the Transmission Business which the Company may hereafter acquire. The Company will deliver to the Trustee and each bondholder a copy of each Material Contract and each assignment and Acknowledgement and Consent obtained in respect thereof. At the request of the Company, the Trustee will execute confirmations and acknowledgements as may be required and based on the advice of Counsel, from time to time, to confirm and acknowledge that the collateral charged by the Security Agreements relates only to the assets included and used in connection with the Transmission Business and that the Security does not extend to the Excluded Assets or assets disposed of or sold in accordance with this indenture (other than any such disposition or sale completed pursuant to Section 6.10(2)).

(b) The Company will:

(i) keep all its equipment and all of its other tangible personal property in jurisdictions in which all required filings have been duly made for the perfection of the security interests created hereby and are in full force and effect and in which the Security creates a valid and enforceable first priority security interest in the Secured Assets subject only to Permitted Encumbrances; and

(ii) with respect to any equipment or inventory in the possession or control of any third party, upon the request of the Trustee, provide written notification to such third party (with a copy to the Trustee) of the Trustee's security interest in such equipment or inventory and, upon the Trustee's request following the occurrence of an Event of Default, direct such third party to hold all such equipment or inventory for the Trustee's account and subject to the Trustee's instructions.

Section 6.17 Not to Cancel or Amend

So long as any of the Bonds remain outstanding, the Company will not (i) make or permit to be made any amendment, revision, modification or replacement of any Material Contract that is prejudicial in any material way to the interests or rights of the bondholders, (ii) cancel, amend, vary, alter, modify any of the Permitted Encumbrances or Transmission Property Rights in any manner which would result in a Material Adverse Change, or (iii) cancel or terminate any Material Contract if such cancellation or termination could result in a Material Adverse Change.

Without limiting the generality of the foregoing, the Company shall not exercise its right to terminate the Operation, Maintenance and Administration Agreement in accordance

with the terms thereof or accept a voluntary termination by the Manager of the Operation, Maintenance and Administration Agreement on less than 180 days notice unless prior thereto the Company has made arrangements to either: (i) retain the people and acquire any assets that it requires to operate the Transmission Assets on its own behalf; or (ii) replace the services provided pursuant to the Operation, Maintenance and Administration Agreement by retaining a recognized and reputable operator with at least five years' experience in operating transmission assets of a type similar to the Transmission Assets; and in either the case of (i) or (ii) of this paragraph above, such arrangements and agreements are on market terms and conditions, are in accordance with Good Utility Practices and would not result in a Material Adverse Change. The Company shall provide to the Trustee copies of any material amendments to and any replacement of the Operation, Maintenance and Administration Agreement entered into from time to time, and to the extent there is to be a change in the Manager, information relating to the experience and reputation of such person.

Section 6.18 Copies

The Company will deliver to the Trustee from time to time, or to such other person as the Trustee may direct, within five business days of receipt of a written request therefor from the Trustee, a true copy of this indenture and any instrument supplemental or ancillary thereto.

Section 6.19 Trustee May Perform Covenants

If the Company fails to perform any covenant on its part contained in this indenture or any indenture supplemental hereto, the Trustee may, after giving notice to the Company, perform (but will not be obliged to perform) or cause any other person to perform any of such covenants capable of being performed by it and, if any such covenant requires the payment or expenditure of money, the Trustee may make such payment or expenditure with its own funds, or with money borrowed by or advanced to it for such purpose. All sums so expended or advanced will be payable by the Company to the Trustee in accordance with Section 6.9 but no such performance or payment will be deemed to relieve the Company from any Default or Event of Default hereunder.

Section 6.20 Concerning Officers' Certificates

The statements made in all Officers' Certificates which may be executed and filed pursuant to the provisions of this indenture will be true and correct and the Company will duly perform any undertaking set forth on behalf of the Company in any such Officers' Certificates.

Section 6.21 Limitations on Distributions

The Company covenants that it will not declare or make any Distribution unless at the time of such Distribution (i) no Default or Event of Default exists, (ii) the Debt Service Reserve Account is funded to its required level, (iii) the ratio of the EBITDA for the immediately preceding 12 calendar months to Debt Service for such 12-month period is equal to or greater than 1.5:1.0 and (iv) the ratio of the Company's forecast of EBITDA for the immediately following 12-month period to its forecast of Debt Service for such 12-month period is equal to or greater than 1.5:1.0. Evidence of compliance with such ratios will be provided for in an

Officers' Certificate which will provide a reasonable detail of the calculations relating thereto. In addition to the Distributions permitted herein, the Company may distribute to any person the cash amount previously paid by such person to the Company pursuant to a purchase by such person of equity in the Company or contributions to the capital of the Company subject to the following: (i) at the time of such Distribution there exists no Default or Event of Default; (ii) the Distribution to be made is made within 30 days from the date that such person completed such purchase of equity of or contributed capital to the Company and made payment in respect thereof to the Company; (iii) the cash distributed pursuant to such Distribution does not exceed the net cash proceeds received by the Company in respect to such purchase of equity or capital contribution; (iv) the Trustee receives an Officers' Certificate of the Company confirming the truth and accuracy of (i), (ii) and (iii) above along with confirmation of the amount of the equity investment or capital contribution and the amount to be distributed.

Section 6.22 Inspection Rights

The Company will permit any holder or holders of a Bond or Bonds that hold in the aggregate no less than 2.5% of the outstanding obligations owing pursuant to the Bonds to discuss the affairs, finances and accounts, inspect the Power Assets and review the books and records of the Transmission Business with the principal officers of the Company during normal business hours and, after receiving consent from the Company, such consent not to be unreasonably withheld, with the Company's independent chartered accountants (with the Company being entitled, when no Default or Event of Default is in existence, to attend at any such meetings), all at such reasonable times, upon such reasonable notice and as often as such holder of a Bond may reasonably request. While no Default or Event of Default is in existence, a bondholder will only be entitled to discuss with the chartered accountants of the Company the affairs of the Company once in each calendar year. Upon and during the continuance of any Default or Event of Default, the holders of the Bonds may direct the Trustee to appoint an agent to act on behalf of all holders of the Bonds and at the expense of the Company to visit and inspect any of the properties of the Company and review the books and records of the Transmission Business, discuss the affairs, finances and accounts of the Company with the Company's independent chartered accountants and all at such reasonable times, upon such notice as may be reasonable in light of such Default or Event of Default and as often as such agent may reasonably determine; provided, however, that all such rights of the holders of the Bonds will, on the requirement of the Company, be subject to such holders and any such agent entering into a confidentiality agreement in the form of Schedule "E", with respect to information to be disclosed.

Section 6.23 Debt Service Reserve Account

(1) The Company will establish and at all times maintain the Debt Service Reserve Account as a segregated account in the name of the Trustee in trust for the Company for purposes of servicing interest and principal payments on the Senior Bonds. The Company will, at its option, either (i) maintain on deposit in the Debt Service Reserve Account an amount of cash equal to six months interest on the Senior Bonds outstanding from time to time, or (ii) provide to the Trustee a Letter of Credit with a face amount equal to six months interest on the outstanding Senior Bonds. Funds held in the Debt Service Reserve Account may be invested by the Trustee, on written instructions from the Company, in Permitted Investments.

(2) The Company will be entitled to, and the Trustee will allow the Company to, withdraw amounts from the Debt Service Reserve Account to pay amounts of principal and interest due under the Senior Bonds in the event that revenues of the Company are insufficient therefor; provided that the Company will not be entitled to make any Distribution following a withdrawal from the Debt Service Reserve Account until the Debt Service Reserve Account has been funded to its required level. For greater certainty, the Debt Service Reserve Account will at all times be funded to the maximum level required hereunder and should any draw be made on such account, the Company will ensure that the account is re-funded, from time to time, in an amount equal to the withdrawn amount prior to making any Distributions. In the event that the Debt Service Reserve Account is funded in an amount that exceeds that amount representing six months interest on the Senior Bonds, the Company will be entitled to, and the Trustee will allow the Company to, withdraw funds to the extent of such excess amount or reduce the Letter of Credit to, or replace the Letter of Credit held by the Trustee with a Letter of Credit in, the required amount.

(3) During the continuance of a Default or an Event of Default, the Company will have no ability to instruct the Trustee in regards to the Debt Service Reserve Account.

(4) Any Letter of Credit delivered pursuant to this Section 6.23 will be issued to the credit of the Debt Service Reserve Account by a Permitted Financial Institution and must contain, in addition to the requirements provided in this Section, such other terms and provisions as are satisfactory to the Trustee in its sole discretion. Any Letter of Credit delivered will form part of the Security for the Senior Bonds only. If no agreement for a renewal or replacement of any Letter of Credit (with cash or otherwise) is made 15 days prior to the expiration of such Letter of Credit, the Company will immediately notify the Trustee and the bondholders and the Trustee will immediately thereafter draw upon such Letter of Credit and deposit such drawing in the Debt Service Reserve Account.

Section 6.24 No Amalgamation, Etc.

The Company will not enter into any transaction (whether by way of reorganization, consolidation, amalgamation, winding-up, merger, transfer, sale, lease or otherwise) whereby all or any substantial part of the Secured Assets would become the property of any other person unless (i) no Default or Event of Default exists, (ii) the person continuing from any such transaction is organized and existing under the laws of Canada or any province thereof, (iii) the Rating Condition is satisfied and (iv) the holders of Senior Bonds and the holders of Subordinate Bonds have each passed an Extraordinary Resolution approving such proposed transaction and any terms, conditions and requirements that may be contained in such Extraordinary Resolutions have been met to the satisfaction of the Trustee. Any such Extraordinary Resolutions passed by bondholders approving such a transaction may contain such terms, conditions and other requirements as are deemed appropriate and necessary by the bondholders. The terms of this Section 6.24 will not apply to any transfer of the Power Assets effected pursuant to Section 6.10 of this indenture.

Section 6.25 Excluded Assets

For greater certainty, the Power Assets do not include the Excluded Assets. The Company represents and warrants in favour of the Trustee and each bondholder that no Excluded Asset is used in connection with the Transmission Business and covenants and agrees that at no time may any property, undertaking or asset of an Excluded Subsidiary be used in connection with the Transmission Business.

Section 6.26 Included Subsidiaries

The Company will cause each Included Subsidiary at all times:

(a) to maintain and defend its interest in all property, undertaking and assets that it possesses;

(b) to have no Indebtedness other than in respect of the obligations under this indenture or the Bonds;

(c) to have no assets other than (i) in the case of 1228185 Ontario Limited, Permits similar in nature to the permit held by it on the date hereof; and (ii) in the case of the Nominee, legal title to the Power Real Estate as nominee and bare trustee for the Company pursuant to the Nominee Agreement;

(d) to not create or assume or permit to be outstanding or attempt to create or assume any Lien on its property, undertaking and assets except for the Security or Permitted Encumbrances;

(e) to pay or cause to be paid all rents, taxes, levies, duties and assessments levied, assessed or imposed upon it;

(f) to carry on no business of any nature or kind unrelated to the Business;

(g) to not enter into any transactions with any Affiliate of the Company or any Non-Arm's Length Person other than with the Company and transactions which the Company is permitted to enter into under this indenture;

(h) to maintain all licences, permits and other consents that it now or hereafter possesses;

(i) to not dispose of any of its property, undertaking or assets except to the Company or pursuant to a disposition that the Company is permitted to make under this indenture; and

(j) to not enter into any transaction (whether by way of reorganization, consolidation, amalgamation, winding-up, merger, transfer, sale, lease or otherwise) whereby all or any material part of the property, undertaking or assets of the Included Subsidiary would become the property of any other person other than the Company.

ARTICLE 7
POSSESSION, USE AND RELEASE OF SECURED ASSETS

Section 7.1 General

Until the occurrence of an Event of Default that is continuing and the Trustee has determined or become bound to enforce the Security, and except as otherwise provided for herein, the Company will be permitted to possess, manage, develop, operate and enjoy the Secured Assets and freely to control the conduct of the Transmission Business and to take and use any income, rents, issues and profits thereof.

Section 7.2 Release of Secured Assets

(1) Provided that a Default or Event of Default is not continuing, the Company may at any time and from time to time, without the consent of the Trustee or the bondholders, sell or otherwise dispose of any part of the Secured Assets, so long as the aggregate dollar value of all sales in a given calendar year do not exceed $1,000,000, and upon receipt by the Trustee of an Officers' Certificate stating in substance as follows:

(a) that the Company has sold or otherwise disposed of, or has contracted to sell, or otherwise dispose of, the property in question for a consideration, representing, in the opinion of the persons executing the certificate, which is not less than its fair market value (which fair market value must be set out in the Officers' Certificate); and

(b) that the sale of the property in question will not result in a breach of any of the terms and covenants of this indenture.

In connection with such permitted dispositions, the Trustee will release all Liens on such assets being disposed of upon receipt of an Officers' Certificate confirming compliance with the terms of this Section 7.2.

(2) In addition to sales permitted pursuant to Section 7.2(1), provided that a Default or Event of Default is not continuing, the Company may at any time and from time to time, without the consent of the Trustee or the bondholders sell or otherwise dispose of any part of the Secured Assets constituting equipment (the "sold property") in an amount in excess of the monetary threshold set forth in Section 7.2(1), so long as the Trustee receives an Officers' Certificate stating in substance that (i) the Company has sold or otherwise disposed of, or has contracted to sell, or otherwise dispose of, the sold property for a consideration, representing in the opinion of the persons executing the certificate, which is not less than its fair market value (which fair market value must be set out in the Officers' Certificate); (ii) at the time that the sale was made there existed no Default or Event of Default; (iii) the disposition of the sold property will not negatively impact the ability of the Company to carry on the Transmission Business; (iv) the sale proceeds from the sold property have been deposited with the Trustee (and will, for greater certainty, be subject to the Security) or will, subject to the terms of the next sentence of this subsection (2) be used to concurrently or immediately thereafter purchase new equipment; and (v) the aggregate of (a) proceeds of sale from the sold property and (b) money held by the Trustee at such time in respect of previous sales of equipment, does not exceed $15,000,000.

Sale proceeds will not be required to be deposited with the Trustee if (A) concurrent with or immediately following the conveyance of the sold property the Company purchases new equipment or Transmission Assets, (B) the provisions of Section 7.2(3)(B),(C) and (D) are complied with on the completion of such purchase, and (C) the purchase price for the new equipment or Transmission Assets to be acquired is no less than the proceeds from the sold property unless the difference is deposited with the Trustee in accordance with the terms of Section 7.2(3). Following any purchase of new equipment or Transmission Assets in accordance with the foregoing terms, the Company will deliver to the Trustee an Officers' Certificate confirming compliance with the foregoing terms.

(3) Proceeds of sale will be released to the Company in an amount not to exceed the purchase price of the equipment or Transmission Assets proposed to be purchased upon delivery to the Trustee of an Officers' Certificate stating in substance that (A) the Company has purchased equipment or Transmission Assets (the "acquired property") and providing for the acquisition price of such acquired property; (B) no Default or Event of Default exists; (C) the acquired property is not subject to a Purchase Money Security Interest; and (D) the Security creates a first ranking Lien against the acquired property subject only to Permitted Encumbrances.

(4) Following the occurrence of a Default or Event of Default which is continuing, sale proceeds may only be released to the Company upon receipt by the Trustee of an Ordinary Resolution authorizing such release from the holders of Senior Bonds (and if no Senior Bonds are outstanding, Subordinate Bonds).

Section 7.3 Disposal of Plant, Machinery or Equipment Constituting Part of the Power Assets

Provided that a Default or Event of Default is not continuing, the Company may at any time and from time to time, without the consent of the Trustee or the bondholders, sell or otherwise dispose of any plant, machinery or equipment forming part of the Power Assets which has become worn out, damaged or obsolete and such assets will, upon being separated from the Power Assets, be released from the Liens created by the Security Agreements. Without limiting the foregoing, the Trustee will, upon the Written Request of the Company and upon delivery by the Company to the Trustee and each bondholder of an Officers' Certificate which (i) provides a reasonable detail of the terms of such sale or disposal, and (ii) states that the assets sold or disposed of were worn out, damaged or obsolete, grant a release of the Liens against such assets.

Section 7.4 Expropriation and Insurance Proceeds

(1) In the event of any expropriation or similar taking of any part of the Power Assets or of any sale by the Company in lieu of such expropriation or similar taking and in reasonable anticipation thereof, the Trustee will release the property so taken or sold (although, for greater certainty, this Section 7.4 will not apply to dispositions otherwise permitted pursuant to Section 7.2 or Section 7.3), upon the deposit with the Trustee of a sum equal to the net proceeds to the Company of any such expropriation, taking or sale (subject to the rights of the holder of any applicable Permitted Encumbrance) together with:

(a) a Written Request of the Company specifying the terms and conditions of such expropriation, taking or sale and requesting the release of such property from the Security;

(b) an Officers' Certificate stating:

(i) that such property has been lawfully expropriated; or

(ii) in the case of a sale, that such sale was in lieu of and in reasonable anticipation of expropriation or similar taking and was in the best interests of the Company having a view to such expropriation or similar taking; and

(c) an Opinion of Counsel to the effect that such property has been lawfully expropriated, taken or sold as aforesaid, and stating that all covenants or conditions relating to the release of such property have been complied with in accordance with the terms of this indenture.

The amount deposited with the Trustee pursuant to this Section 7.4 will form part of the Secured Assets and, until the occurrence of an Event of Default which is continuing, such moneys will be dealt with in the manner set out in Article 8.

(2) Notwithstanding the foregoing, the Trustee will, so long as no Default or Event of Default exists, pay or return to the Company, or direct any expropriating authority or insurer or purchaser, as applicable, to pay directly to the Company, any proceeds relating to a specific expropriation (including a sale in lieu and in reasonable anticipation of any expropriation or similar taking) or a specific insurance claim in the amount of less than $937,500. Notwithstanding the foregoing, upon the occurrence of a Default or an Event of Default that is continuing, all expropriation, sale and insurance proceeds must be delivered to the Trustee and may only be released to the Company upon receipt by the Trustee of an Ordinary Resolution authorizing such release from the holders of Senior Bonds (and if no Senior Bonds are outstanding, Subordinate Bonds).

(3) The Company agrees that the occurrence of expropriation or similar taking of any part of the Power Assets or sale by the Company in lieu of such expropriation or similar taking and in reasonable anticipation thereof, or any damage or destruction to all or any part of the Secured Assets in each case resulting in moneys being received by the Trustee in accordance with Section 8.2 will be a triggering event for purposes of this indenture (each a "Triggering Event") and upon the occurrence of any such Triggering Event, the Company will elect to have all proceeds resulting from such Triggering Event applied either:

(a) to repair, restore or replace the property that was damaged, destroyed or expropriated in accordance with the terms and conditions provided for in Section 8.2 and Section 8.3 subject to the requirement to redeem bonds as provided for, and in accordance with, the terms of Section 8.3; or

(b) to redeem Bonds in accordance with the provisions of Section 8.3.

The Company will provide to the Trustee and the bondholders written notice of its election within 15 days of receipt of the Trust Moneys by the Trustee.

Section 7.5 Additional Construction

Unless a Default or an Event of Default has occurred and is continuing, the Company may undertake or permit to be undertaken any additional construction or development (including without limitation expansion, renovation, repair and or redevelopment) of the Power Assets without the prior consent or approval of the Trustee or the bondholders, provided that such construction or development will not Impair the Security in any material way and that such additional construction or development is subject to the Liens of the Security.

Construction or development (including, without limitation, expansions, renovations, repairs or redevelopment) in the ordinary course of business by the Company or in the ordinary course of operation of the Power Assets by the Company will be deemed not to constitute an impairment of the Security.

Section 7.6 Dealing with the Power Assets

From time to time the Trustee will execute and deliver to the Company, on Written Request by the Company, accompanied by an Officers' Certificate and/or an Opinion of Counsel, if applicable and as may be required by the Trustee:

(a) all instruments necessary to evidence the consent of the Trustee to the granting of certain easements, right-of-way, cost sharing and reciprocal arrangements in respect of the Lands, the Power Real Estate and lands adjacent thereto and any site plan agreement required to be entered into in connection therewith, provided such instruments do not materially adversely impact the use or value of the Secured Assets;

(b) acknowledgements in respect of certain Permitted Encumbrances; and

(c) all instruments necessary to release the Security from portions of any Lands for road widening, dedication to government or municipal authorities and similar purposes in connection with the development and servicing of such Lands provided such instruments do not adversely impact the use or value of the Secured Assets in any material way.

Section 7.7 Proceeds of Released or Sold Property

Except where expressly provided otherwise, all consideration arising from any release of or other dealings with the Secured Assets received by the Trustee under Section 7.2, Section 7.3 and Section 7.4 will be paid by the Trustee to the Company, upon receipt of an Officers' Certificate stating that so far as is known to the signers after having made due enquiry pursuant to Section 17.12, a Default or an Event of Default has not occurred which is continuing nor will result from the payment requested, and otherwise will form part of the Secured Assets hereunder and, except as otherwise specifically provided herein, all cash forming part of the

consideration received under Section 7.2 through Section 7.4 will be dealt with as provided in Article 8 hereof.

Section 7.8 Independent Investigation by Trustee

The certificates, instruments and opinions provided for in this Article 7 will be full authority to the Trustee for making any release or taking any action provided for in this Article 7; provided that before making any such release or taking any action the Trustee may, in its absolute discretion, and will, if requested to do so by Ordinary Resolution of the holders of the Senior Bonds or Subordinate Bonds and if furnished with security and indemnity satisfactory to it, cause to be made such independent investigations as it, acting reasonably, may see fit, and the reasonable expense thereof will be paid by the Company, or if paid by the Trustee will be repaid by the Company upon reasonable notice given by the Trustee to the Company with interest at the rate per annum that is charged by the Trustee to all of its clients from time to time, from the date of such demand until repayment.

ARTICLE 8
APPLICATION OF MONEYS RECEIVED BY THE TRUSTEE

Section 8.1 Trust Moneys

(1) All moneys received by the Trustee:

(a) as compensation for, or proceeds of sale of, any part of the Secured Assets taken by expropriation or sold in lieu of and in reasonable anticipation of a taking by expropriation that is in excess of $937,500 or compensation or proceeds in an amount of less than $937,500 where there exists a Default or an Event of Default, or

(b) as proceeds of insurance upon any part of the Secured Assets for a given claim for property damage in which the insurance proceeds are in excess of $937,500 or proceeds in an amount of less than $937,500 where there exists a Default or an Event of Default, (all such moneys being herein sometimes called "**Trust Moneys**")

will be held by the Trustee, except as otherwise provided in this Article, as part of the Secured Assets and, upon any entry upon or sale or realization of the Secured Assets or any part thereof under Article 10, Trust Moneys will be applied in accordance with Section 10.6. Prior to any such entry or sale or realization, all or any part of the Trust Moneys may be withdrawn, and will be paid or applied by the Trustee, from time to time as provided in this Article 8.

(2) Unless a Default or an Event of Default under this indenture exists, Trust Moneys will be invested and reinvested by the Trustee in accordance with Section 12.1. Following the occurrence of a Default or an Event of Default, the Trustee may invest or not invest such moneys as it determines.

Section 8.2 Application of Trust Moneys to Restoration or Repair

All Trust Moneys referred to in subparagraphs (a) and (b) of Section 8.1(1) received by the Trustee:

(a) under the provisions of this indenture or any instruments supplemental hereto, or

(b) under any policy or policies of insurance governing the Secured Assets or any part thereof, or

(c) in connection with the release of such property by reason of the exercise of the power of expropriation,

will be held by the Trustee as part of the Secured Assets and will be paid to the Company from time to time, upon receipt by the Trustee of (i) an Officers' Certificate requesting all or a portion of such moneys and confirming that no Default or Event of Default exists and (ii) an Independent Engineers' Certificate approving the paying to, or reimbursing the Company for the payment of the reasonable cost, as shown by such certificate, of repairing or replacing part or all of the property damaged, destroyed or taken on a cost to complete basis, but only if written application is made therefor within 6 months (or such longer period as is provided for in Section 8.3) of the receipt of such proceeds by the Trustee, and then only for and to the extent that the Company shows by such Independent Engineers' Certificate that the portion of such proceeds remaining on deposit with the Trustee, together with any additional funds irrevocably allocated or otherwise provided for in a manner satisfactory to the Trustee for such purpose, will be sufficient to complete such repairs or replacements in accordance with the requirements of Section 6.8(i), free from Liens except the Security and Permitted Encumbrances. Every such Officers' Certificate requesting the payment of such Trust Moneys must state that no Default or Event of Default then exists and must be accompanied by an Opinion of Company Counsel to the effect that upon completion of the repair or replacement, the property will be subject to the Liens created by the Security Agreements, subject only to Permitted Encumbrances and, to the extent applicable, an endorsement to the title insurance policy confirming that the Debenture creates a secured Lien against the property repaired or replaced. Any insurance proceeds payable in respect to loss of income will, so long as there exists no Default or Event of Default, be immediately released to the Company. Notwithstanding the foregoing, if Trust Moneys in an amount of less than $937,500 were received by the Trustee during the existence of a Default or an Event of Default and there no longer exists a Default or an Event of Default, such Trust Moneys may be released to the Company without the requirement of delivery of an Independent Engineer's Certificate.

Section 8.3 Application of Trust Moneys to Redemption of Bonds

In the event that the Company has failed to apply the Trust Moneys received in respect of any damage, destruction, loss or expropriation of all or any part of the Secured Assets to the repair, restoration or replacement of the property damaged, destroyed or expropriated within the 6-month period provided for in Section 8.2, then the Company will make an offer to the holders of Bonds in accordance with the terms of this indenture to apply all such Trust Moneys to the redemption of Bonds of all series in an amount sufficient to exhaust such cash and otherwise in accordance with the provisions of this indenture or any indenture supplemental

hereto applicable to the optional redemption of Bonds of each series and at the Redemption Price and if there is more than one series of Bonds outstanding, subject to the provisions herein or in any indenture supplemental hereto contained with respect to the redemption and purchase for cancellation of Bonds or requiring that the Trust Moneys be applied to one but not all series, such moneys will be applied *pro rata* as to the amount of the purchase or redemption of Bonds out of each such series in accordance with the provisions for purchase or redemption (otherwise than out of sinking fund moneys) applicable to such Bonds. Such offer must be made no later than 30 days after the expiration of such 6-month period unless such six month period is extended in accordance with the terms of this Section 8.3 in which case it must be made within 30 days of the expiration of the period so extended if the Trust Moneys remain unapplied. Notwithstanding the foregoing, if the Company has delivered to the Trustee and to each holder of the Bonds an Officers' Certificate and an Independent Engineer's Certificate on or before the last day of such 6-month period to the effect that the repair, restoration or replacement of the property destroyed, damaged or expropriated is being diligently pursued and stating the anticipated completion date of such repair, restoration or replacement, then the Company will not be so obligated to redeem Bonds unless the repair, restoration or replacement is not completed by such stated anticipated completion date; provided, however, that the Company will deliver Officers' Certificates and an Independent Engineer's Certificate on each 6-month anniversary thereafter to the same effect, until such repair, restoration or replacement is complete. All such redemptions will first be in respect of outstanding Senior Bonds and when no Senior Bonds are outstanding, Subordinate Bonds will be redeemed.

ARTICLE 9
ENFORCEMENT OF SECURITY

Section 9.1 Events of Default

The Security will become enforceable, subject to the terms hereinafter contained, in each and every of the events following, herein sometimes called "Events of Default":

(a) if, in respect to the holders of Senior Bonds, the Company fails to make payment of any interest, principal or Make-Whole Amount on any of the Senior Bonds when the same become due and such default continues for 3 business days; or

(b) if, in respect to the holders of Senior Bonds, the Company fails to pay any principal or interest on the applicable Maturity Date; or

(c) if, in respect to the holders of Subordinate Bonds, the Company fails to make payment of any interest, principal or premium on any of the Subordinate Bonds when the same become due and such default continues for 3 business days; or

(d) if, in respect to the holders of Subordinate Bonds, the Company fails to pay any principal or interest on the applicable Maturity Date; or

(e) if the Company fails to pay within three business days of written demand being made therefore, any amount other than principal and interest due pursuant to this indenture or the Security; or

(f) if the Company fails to pay, or cause to be paid, when due, taxes, rates, levies, duties, public utility charges and assessments, general or special, ordinary or extraordinary, of any nature or kind whatsoever, including local improvement taxes, which are levied, assessed or imposed upon the Company (save and except when and so long as the validity thereof is in good faith contested by the Company and the Company has set aside adequate reserves for the payment of such disputed amounts) and any such Default as aforesaid continues either for a period of 20 days after written notice to the Company from the Trustee or for such shorter period as would at any time, if continued, render the Secured Assets or any part thereof liable to forfeiture or sale; or

(g) if the Company admits its inability to pay its debts generally as they become due or otherwise acknowledges its insolvency, or if an order is made or an effective resolution passed for the winding-up of the Company, or if the Company makes an assignment for the benefit of its creditors or consents to the appointment of a Receiver or a liquidator or a trustee in bankruptcy in respect of it, or if the Company makes a proposal to its creditors under any bankruptcy or insolvency act or similar legislation including, without limitation, the *Companies' Creditors Arrangement Act* (Canada); or

(h) if a decree or order of a court having jurisdiction is entered appointing a Receiver of the Company or any substantial part of the Secured Assets; or

(i) if a Receiver of the Company is appointed by a person other than by a court of competent jurisdiction or in proceedings where the Company has not had prior notice of such proceedings, and such appointment continues unstayed, undischarged and in effect for a period of 60 days after notice of it has been served on the Company provided the Company has been diligently and actively contesting such appointment in good faith by appropriate and timely proceedings; or

(j) if a decree or order of a court of competent jurisdiction is entered adjudging the Company bankrupt or insolvent or approving a petition seeking the winding-up or liquidation of the Company under the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada) or any other bankruptcy, insolvency or analogous laws; or

(k) if any proceeding or filing is instituted or made against the Company seeking to have an order for relief entered against it as a debtor or to adjudicate it bankrupt or insolvent, or seeking liquidation, winding-up, reorganization, arrangement, adjustment or composition under any law relating to bankruptcy, insolvency, reorganization or release of debtors, or seeking appointment of a Receiver, trustee, custodian or other similar official for it or for any substantial part of its properties or assets, unless the same is being contested actively and diligently in good faith by appropriate and timely proceedings and is dismissed, vacated or permanently stayed within 60 days of institution; or

(l) if the Company defaults in observing or performing any other covenant or condition contained in this indenture, any Security Agreement, any Bond Purchase Agreement or any undertaking provided to the Trustee in connection with any Bonds required to be observed or performed and if such default continues for a period of 20 days after a notice in writing has been given by the Trustee to the Company, specifying such default, which notice the Trustee may give on its own initiative and will give when required to do so by an Ordinary Resolution from the holders of Senior Bonds (or, where no Senior Bonds are then outstanding or where the holders of the Subordinate Bonds are permitted to do so hereunder, by an Ordinary Resolution from the holders of the Subordinate Bonds); provided that in the case of a default which is curable but which cannot be remedied simply by payment of money, the Company will have within such 20-day period commenced to remedy such default and continues to diligently pursue the remedy thereof for a period not exceeding 180 days after the occurrence of the default; or

(m) if the Operation, Maintenance and Administration Agreement is terminated for any reason other than as a result of the Manager exercising its right to terminate on not less than 180 days' prior written notice to the Company or if a decree or order of a court of competent jurisdiction is entered adjudging the Manager bankrupt or insolvent or approving as properly filed a petition seeking the winding up of the Manager under the *Companies' Creditors Arrangement Act* (Canada), the *Bankruptcy and Insolvency Act* (Canada) or the *Winding-Up and Restructuring Act* (Canada) or any other bankruptcy, insolvency or analogous laws or issuing sequestration or process of execution against any substantial part of the assets of the Manager or ordering the winding up or liquidation of the Manager's affairs, and any such decree or order continues unstayed and in effect for a period of 30 days and, in each case, the Company has not, within 60 days (or such longer period, not to exceed 100 days, as the Company may reasonably require provided that the Company is diligently pursuing same and during such period the Business continues to operate in the ordinary course, and there is no material adverse effect on the Business, the Company or the Secured Assets during such period) either: (i) retained the people and acquired any assets that it requires to operate the Transmission Assets on its own behalf; or (ii) replaced the services provided pursuant to the Operation, Maintenance and Administration Agreement by retaining a recognized and reputable operator with at least five years' experience in operating transmission facilities of a type similar to the Transmission Assets; and in either the case of (i) or (ii) above, such arrangements and agreements are on market terms and conditions, are in accordance with Good Utility Practices and would not result in a Material Adverse Change; or

(n) If the Manager provides notice to the Company of its intention to terminate the Operation, Maintenance and Administration Agreement in accordance with the terms thereof on providing not less than 180 days' prior written notice to the Company, and the Company has not within 100 days of the receipt thereof made arrangements to either: (i) retain the people and acquire any assets that it requires to operate the Transmission Assets on its own behalf; or (ii) replace the services

provided pursuant to the Operation, Maintenance and Administration Agreement by retaining a recognized and reputable operator with at least five years' experience in operating transmission facilities of a type similar to the Transmission Assets; and in either the case of (i) or (ii) above, such arrangements and agreements are on market terms and conditions, are in accordance with Good Utility Practices and would not result in a Material Adverse Change; or

(o) if any statement contained in an Officers' Certificate delivered hereunder constitutes, at the time the same is made, an intentional, material and adverse misstatement; or

(p) if a final judgement, execution, writ of seizure and sale, sequestration or decree for the payment of money due has been obtained or entered against the Company in an amount in excess of $25,000,000 and such judgement, execution, writ of seizure and sale, sequestration or decree will not have been and remain vacated, bonded, paid, discharged or stayed pending appeal within 30 days; or

(q) if the Company makes a material misrepresentation in any Bond Purchase Agreement or the Conversion Representation Agreement which is not cured (if curable) within 30 days after the earlier of (i) the Company becoming aware of such misrepresentation, and (ii) receipt by the Company of notice thereof; or

(r) if the Company defaults in observing or performing for a period of five business days the covenant contained in any of Section 6.2, Section 6.3(a), Section 6.10, Section 6.12, Section 6.21 or Section 6.24; or

(s) if the Company does not make an offer to the holders of Bonds to redeem the Bonds as (i) required pursuant to the terms of Section 8.3 hereof within the 30-day period provided for therein or (ii) elected by it pursuant to the terms of Section 7.4 hereof.

Section 9.2 Trustee May Declare Principal and Interest Due

Subject to the provisions of Section 9.3 and subject to the terms of any indenture supplemental hereto in the case of any Event of Default as defined in and created by such supplemental indenture for the benefit of the holders of any particular series of Additional Bonds, in case an Event of Default occurs and is continuing, the Trustee will upon receipt of an Ordinary Resolution from the holders of Senior Bonds and, subject to the terms of Section 3.9, an Ordinary Resolution from the holders of the Subordinate Bonds in the case of a Subordinate Bond Event of Default or an Event of Default where there are no Senior Bonds outstanding or where the holders of the Senior Bonds have accelerated the amounts owing under the Senior Bonds, declare the principal and interest on the Senior Bonds or the Subordinate Bonds, as applicable, and other moneys secured hereby, to be due and payable and the same, together with the Make-Whole Amount (if any) and premium (if any), will forthwith become immediately due and payable to the Trustee on demand, anything therein or herein contained to the contrary notwithstanding in each case without presentment, protest or further notice, all of which are hereby waived and the Company will pay forthwith to the Trustee on demand for the benefit of

the holders of the Bonds that have been accelerated, the amount of the principal of, Make-Whole Amount (if any) and premium (if any) and interest then accrued on all the Bonds and all other moneys secured hereby together with interest at the respective rates of interest borne by the Bonds on such principal, Make-Whole Amount (if any) and premium (if any) and interest, and interest at the same rate per annum on such other moneys from the date of the said declaration until payment is received by the Trustee, and such payment when made will be deemed to have been made on the Bonds and any moneys so received by the Trustee will be applied in accordance with Section 10.6 in the same manner as if they were proceeds of a sale of the Secured Assets. The Company acknowledges, and the parties hereto agree, that each holder of a Bond has the right to maintain its investment in the Bonds free from prepayment by the Company (except as herein specifically provided for) and that the provision for payment of a Make-Whole Amount by the Company in the event that the Bonds are prepaid or are accelerated as a result of an Event of Default, is intended to provide compensation for the deprivation of such right under such circumstances.

Section 9.3 Waiver of Default

(1) Subject to Section 16.2 and the terms of any indenture supplemental hereto in the case of any Event of Default as defined in and created by such supplemental indenture for the benefit of the holders of any particular series of Additional Bonds or Subordinate Bonds, in the event that an Event of Default has occurred, the holders of Senior Bonds will have the power by Extraordinary Resolution to instruct the Trustee, at any time, to waive such Event of Default or to annul any declaration made by the Trustee at the direction of the holders of the Senior Bonds pursuant to Section 9.2, and the Trustee will thereupon waive such Event of Default or annul such declaration upon such terms and conditions as such holders may prescribe; provided always that no act or omission either of the Trustee or of the holders of Senior Bonds will extend to or be taken in any manner whatsoever to affect any subsequent Event of Default or the rights resulting therefrom. The waiver of a Subordinate Bond Event of Default by the holders of Senior Bonds will not bind the holders of Subordinate Bonds in respect to such Subordinate Bond Event of Default.

(2) Other than in respect to a Subordinate Bond Event of Default, while there are Senior Bonds outstanding, the holders of Subordinate Bonds will have no rights to direct the Trustee at any time to waive an Event of Default and the holders of the Subordinate Bonds will be bound in all respects by any decisions made, resolutions passed or actions taken by the holders of the Senior Bonds or the Trustee at their instruction in respect to the waiver of an Event of Default, the annulling of any declaration made by the Trustee pursuant to Section 9.2 at the direction of the holders of the Senior Bonds or any other matter arising in connection with the actions taken or directed to be taken by the holders of Senior Bonds following the occurrence and during the continuance of an Event of Default. The foregoing sentence is paramount to any other terms contained in this indenture. The holders of the Subordinate Bonds will have the power (i) by Unanimous Resolution to instruct the Trustee, at any time, to waive any Subordinate Bond Event of Default identified in Section 9.1(c) or (d), and (ii) by Extraordinary Resolution to instruct the Trustee, at any time, to waive any other Subordinate Bond Event of Default, and, in each case, to annul any declaration made by the Trustee pursuant to Section 9.2 by the holders of the Subordinate Bonds in respect thereof, provided always that no act or omission either of the Trustee or the holders of the Subordinate Bonds will extend to or be taken

in any manner whatsoever to effect any subsequent Default or the rights resulting therefrom. Such waiver will only be binding on the holders of Senior Bonds if they have also passed an Extraordinary Resolution waiving such default.

Section 9.4 Notice of Default

The Company will give to the Trustee and each bondholder, within a reasonable time but not exceeding five business days after the Company becomes aware of the occurrence thereof, written notice of every Default or Event of Default arising out of this indenture and continuing at such time as such notice is given. In addition to the Company's obligation to give bondholders notice of every Default and Event of Default, the Trustee will, unless notice has already been provided by the Company in accordance with the terms hereof, give to each bondholder, within the earlier of five business days after the Trustee otherwise becomes aware of the occurrence thereof, notice of every Default or Event of Default arising under this indenture and continuing at the time such notice is given.

ARTICLE 10
REMEDIES IN CASE OF DEFAULT

Section 10.1 Limited Recourse

Notwithstanding anything contained herein to the contrary, or in the Security, the Operative Documents or any other documentation entered into pursuant to this indenture, the obligations of the Company to the Trustee and the bondholders will be performed, satisfied and paid only out of, and enforced only against, and recourse will be had only against (i) the Secured Assets, and (ii) the Included Subsidiaries in respect to their obligations under the Subsidiary Guarantee. Except with respect to the recourse of the Trustee pursuant to Section 17.6, Section 19.1 and Section 19.2, no obligation of the Company under this indenture, the Bonds, any Security Agreement or any other document delivered pursuant to this indenture is personally binding upon, nor will any resort or recourse be had, judgment issued or execution or other process levied against the Company (except to the extent necessary for the enforcement of the Security and only for that purpose) or against any assets or revenues of the Company that do not constitute Secured Assets. Notwithstanding the foregoing, the Trustee and each purchaser of a Series 1 Senior Bond will have full recourse against the Company and all of its assets in those circumstances provided for in section 3 of the Conversion Representation Agreement.

Section 10.2 General

Subject to the provisions of Article 9, Section 3.9 and to the provisions of any Ordinary Resolution, if an Event of Default has occurred and is continuing, all of the Security will become immediately enforceable and, in addition to any rights or remedy provided by law, and upon receipt of an Ordinary Resolution passed in accordance with Article 9 (but, in the case of Subordinate Bonds, subject to the terms of Section 3.9), the Trustee must, subject to compliance with the provisions of Section 17.7, proceed to protect and enforce its rights and the rights of the bondholders under this indenture and the Security, if any, by such appropriate private or judicial proceedings as the Ordinary Resolution may provide in order to protect and enforce such rights, whether for the specific enforcement of any covenant or agreement in this

indenture or the Security Agreements or in aid of the exercise of any power granted herein or therein, or to enforce any other proper remedy. Without limiting the generality of the foregoing, if an Event of Default has occurred and is continuing, the bondholders may, subject to Section 9.3, direct the Trustee by the appropriate Ordinary Resolution to exercise one or more of the following powers (which the Trustee will exercise upon receiving any reasonable indemnity and funding that it might require against all costs, expenses and liabilities to be incurred):

(a) by appointment in writing appoint a receiver or receiver and manager (each herein referred to as the "**Receiver**") of the collateral that is the subject of the Security only (which term when used in this Section 10.2 will include the whole or any part of the Security) and may remove or replace such Receiver from time to time or institute proceedings in any court of competent jurisdiction for the appointment of a Receiver of the collateral that is the subject of the Security; and the term "Trustee" when used in this Section 10.2 will include any Receiver so appointed and the agents, officers and employees of such Receiver. The Trustee will not be in any way responsible for any misconduct or negligence of any such Receiver;

(b) take possession of the collateral that is the subject of the Security and require the Company to assemble (or cause to be assembled) the collateral that is the subject of the Security and deliver or make such collateral available (or cause it to be made available) to the Trustee at such place or places as may be specified by the Trustee;

(c) take such steps as are desirable to maintain, preserve or protect the collateral that is the subject of the Security;

(d) carry on or concur in the carrying on of all or any part of the business of the Company insofar as it relates to the collateral that is the subject of the Security;

(e) exercise any of the rights of the Company under any Operative Document;

(f) enforce any rights of the Company in respect of the collateral that is the subject of the Security by any manner permitted by Applicable Law;

(g) subject to the rights, if any, of third parties, sell, lease or otherwise dispose of the collateral that is the subject of the Security at public auction, by private tender, by private sale or otherwise either for cash or upon credit upon such terms and conditions as the Trustee may determine and without notice to the Company unless required by Applicable Law;

(h) accept the collateral that is the subject of the Security in satisfaction of the obligations of the Company hereunder and under the Bonds upon notice to the Company of its intention to do so in the manner required by Applicable Law;

(i) enter upon any of the premises where the collateral that is the subject of the Security is located as the Trustee requires to facilitate the realization of the collateral that is the subject of the Security, free of charge;

(j) charge on its own behalf and pay to others all reasonable amounts for expenses incurred and for services rendered in connection with the exercise of the rights and remedies of the Trustee hereunder, including, without limiting the generality of the foregoing, reasonable legal, Receiver and accounting fees and expenses, and in every such case the amounts so paid together with all costs, charges and expenses incurred in connection therewith, including interest thereon at such rate as the Trustee deems reasonable, will be added to and form part of the obligations secured by the Security; and

(k) discharge any Lien that may exist or be threatened against the collateral that is the subject of the Security, and in every such case the amounts so paid together with costs, charges and expenses incurred in connection therewith will be added to the obligations hereby secured by the Security.

On any entry or taking of possession, directly or indirectly, as herein provided by the Trustee, the Trustee will have all of the powers of a Receiver, and in any judicial proceeding relative to the Company, its creditors or its property the Trustee will be authorized to file such proofs of claim and other papers or documents as may be necessary or advisable in order to have the claims of the Trustee and of the bondholders allowed in such judicial proceeding.

The Trustee may not exercise the powers contained in this Section 10.2 except with the prior consent of the Bondholders in accordance with Article 9 and Section 17.7.

Subject to the provisions of this indenture, the Trustee may following an enforcement of the Security, upon receipt of an Ordinary Resolution to this effect (but subject to the terms of Section 3.9 in the case of holders of Subordinate Bonds), (i) grant extensions of time, (ii) take and perfect or abstain from taking and perfecting security, (iii) give up securities, (iv) accept compositions or compromises, (v) grant releases and discharges, and (vi) release any part of the Security or otherwise deal with the Company, debtors of the Company, sureties and others and with the Security and other security as the Trustee sees fit without prejudice to the liability of the Company to the Trustee or the Trustee's rights hereunder.

The Trustee will not be liable or responsible for any failure to seize, collect, realize or obtain payment with respect to the Security and will not be bound to institute proceedings or to take other steps for the purpose of seizing, collecting, realizing or obtaining possession or payment with respect to the Security or for the purpose of preserving any rights of the Trustee, the Company or any other person in respect of the Security unless directed to do so in accordance with this indenture.

The Trustee may, subject to Section 10.6, apply any proceeds of realization of the Security to payment of expenses in connection with the preservation and realization of the Security as above described and the Trustee may apply any balance of such proceeds to payment of the obligations of the Company hereunder and under the Bonds in compliance with the terms hereof and, in the absence of such terms, in such order as the Trustee sees fit but subject to Applicable Laws.

The Trustee, any Receiver or any one or more of the bondholders or any agent or representative thereof, may become purchasers at any sale or other realization of the Security, or any part thereof, whether made under the power of sale herein contained or pursuant to judicial proceedings.

All rights of action hereunder may be enforced by the Trustee without the possession of any of the Bonds or the production thereof on the trial or other proceedings relative thereto.

No course of dealing on the part of the Trustee or any bondholder nor any delay or failure of the Trustee or of the bondholders to exercise any remedy referred to in this Section 10.2 will operate as a waiver of any such remedy or will be construed to be a waiver of any Event of Default hereunder or acquiescence therein or will otherwise prejudice any rights, powers or remedies of the Trustee or such holder.

Unless and until it has been required so to do under the terms hereof, the Trustee is not bound to give any notice or do or take any act, action or proceeding by virtue of the powers conferred on it hereby; nor will the Trustee be required to take notice of an Event of Default or any Default hereunder, other than in payment of any moneys required by any provision hereof to be paid to it, unless and until such time as such Trustee has received notice in writing of such Event of Default or any Default hereunder and in the absence of any such notice and subject as aforesaid, the Trustee may assume that the Company is not in default hereunder.

In the exercise of any remedy herein contained the Trustee will in no event be obliged to marshal the Security in favour of any other creditor of the Company, and the Company waives any right that it may have to require the Trustee to so marshal the Security. The Company further renounces all benefits of discussion and division.

Section 10.3 Bondholders May Direct Trustee's Action

Except as herein otherwise expressly provided and subject to the terms of Section 3.9, the holders of Senior Bonds or the holders of Subordinate Bonds by Ordinary Resolution may, from time to time, direct and control the action of the Trustee in any proceeding under this Article 10.

Section 10.4 Appointment of Receiver or Receiver and Manager

Whenever the Trustee is required under the provisions of Section 10.2 to appoint a Receiver, the following provisions will apply.

(a) Any such appointment may be limited to any part or parts of the Secured Assets or may extend to the whole thereof.

(b) Every such Receiver may, in the discretion of the Trustee, be vested with all or any of the powers and discretions of the Trustee.

(c) The Trustee may from time to time fix the remuneration of every such Receiver and direct the payment thereof out of the Secured Assets, the income therefrom or the proceeds thereof.

(d) The Trustee may from time to time require any such Receiver to give security for the performance of his duties and may fix the nature and amount thereof, but will not be bound to require such security.

(e) Every such Receiver may, with the consent in writing of the Trustee, borrow money for the purposes of carrying on and managing the Secured Assets, or for the maintenance, protection or preservation of the Secured Assets or any part thereof, and the receiver may issue certificates (herein call "**Receiver's Certificates**") to evidence such indebtedness, and such Receiver's Certificates may be payable either to order or to bearer and may be payable at such time or times as to the Trustee may deem expedient, and will bear interest as is therein declared, and the Receiver may sell, pledge or otherwise dispose of the same in such manner as the Trustee may deem advisable, and may pay such commission on the sale thereof as the Trustee may deem reasonable, and the amounts from time to time payable by virtue of such Receiver's Certificate will be secured by the Security and will be payable in priority to the Bonds.

(f) Every such Receiver will, so far as concerns responsibility for his acts or omissions, be deemed the agent of the Company and in no event the agent of the Trustee, and the Trustee will not, in asking or consenting to such appointment, incur any liability to the Receiver for his remuneration or otherwise howsoever.

(g) Except as may be otherwise directed by the Trustee, all moneys from time to time received by such Receiver must be paid over to the Trustee to be held by it on the trusts of this indenture.

(h) The Trustee may pay over to such Receiver any moneys constituting part of the Secured Assets to the intent that the same may be applied for the purposes hereof by such Receiver, and the Trustee may from time to time determine what funds the Receiver is at liberty to keep in hand with a view to the performance of his duty as such Receiver.

(i) The Trustee may appoint a receiver and manager hereunder, or may apply to the court of competent jurisdiction for such appointment, without proceeding to realize upon the Security hereof.

Section 10.5 Surrender by Company

The Company binds and obliges itself to yield up possession of the Secured Assets to the Trustee on demand whenever the Trustee will have a right of entry under the provisions of this indenture and agrees to put no obstacle in the way of, but to facilitate by all legal means, the actions of the Trustee hereunder and not to interfere with the carrying out of the powers hereby granted to it, and in the event of the Security hereby constituted becoming enforceable, as herein provided, the Company will and hereby does consent to the appointment

in such case of a liquidator or Receiver with all such powers as the Trustee is hereby vested with, if so required by the Trustee and will deliver up all information and documentation relating to the Secured Assets. The Company hereby binds itself in the said event to consent to any petition or application presented to the court by the Trustee in order to effectuate the intent of this indenture, and the Company will not, after receiving due notice from the Trustee that it has taken possession of the Secured Assets by virtue hereof, continue in possession of the Secured Assets unless with the express written consent and authority of the Trustee, and will forthwith by and through its respective officers and directors, execute such documents and transfers as may be necessary to place the Trustee in legal possession of the Secured Assets and after receipt of such notice, all the powers and functions, rights and privileges of each and every of the directors and officers of the Company will cease with respect to the Secured Assets unless specifically continued in writing by the Trustee, or unless the property has been restored to the Company as hereinbefore provided.

Section 10.6 Application of Moneys

The moneys arising from any sale or realization of the Secured Assets will be applied:

(a) first, to pay or reimburse to the Trustee the costs, charges, expenses, advances and compensation of the Trustee (including any Receiver) in or about the execution of its trust, or otherwise in relation hereto, with interest thereon as herein provided, and all taxes, assessments and other charges ranking in priority to the Bonds;

(b) second, in or towards payment of interest on overdue principal, interest and Make-Whole Amount (if any) on the Senior Bonds;

(c) third, in or towards payment of interest on the Senior Bonds;

(d) fourth, in or towards payment of principal of the Senior Bonds;

(e) fifth, in or towards payment of the Make–Whole Amount (if any) on any of the Senior Bonds;

(f) sixth, in or towards payment of any other liabilities or obligations of the Company to the holders of Senior Bonds hereunder;

(g) seventh, in or towards payment of interest on overdue principal, interest and premium (if any) on the Subordinate Bonds;

(h) eighth, in or towards payment of interest on the Subordinate Bonds;

(i) ninth, in or towards payment of principal of the Subordinate Bonds;

(j) tenth, in or towards payment of any other liabilities or obligations of the Company to the holders of the Subordinate Bonds hereunder;

and the surplus (if any) will be paid to the Company or its assigns.

All payments made to holders of Senior Bonds and Subordinate Bonds, respectively, in accordance with the terms hereof will be made on a *pro rata* basis to the outstanding indebtedness owing to such holders of Senior Bonds and Subordinate Bonds, respectively.

Section 10.7 Limitation of Trustee's Liability

Subject to the provisions of Article 17, the Trustee will not, nor will any Receiver appointed by it, be responsible or liable, otherwise than as a trustee, for any debts contracted by it, for damages to persons or property, or for salaries or non-fulfillment of contracts during any period during which the Trustee or Receiver manages the Secured Assets upon or after entry, as herein provided, nor will the Trustee or any Receiver be liable to account as mortgagee in possession or for anything except actual receipts, or be liable for any loss on realization or for any default or omission for which a mortgagee in possession might be liable.

Section 10.8 Protection of Persons Dealing with Trustee

No person dealing with the Trustee or its agents will be concerned to inquire whether the Security hereby constituted has become enforceable, or whether the powers which the Trustee is purporting to exercise have become exercisable, or whether any money remains due upon the security of this indenture or the Bonds, or otherwise as to the propriety or regularity of any sale or of any other dealing by the Trustee with the Secured Assets or to see the application of any money paid to the Trustee; and, in the absence of fraud on the part of such person, such dealing will be deemed, so far as regards the safety and protection of such person, to be within the powers hereby conferred and to be valid and effectual accordingly.

Section 10.9 Remedies Cumulative

No remedy herein conferred upon or reserved to the Trustee, or upon or to the holders of Bonds, is intended to be exclusive of any other remedy, but each and every such remedy will be cumulative and will be in addition to every other remedy given hereunder or now existing or hereafter to exist by law or by statute.

Section 10.10 Company to Execute Confirmatory Deed

In case of any sale validly made under the provisions of this Article 10, whether by the Trustee or under judicial proceedings, the Company agrees it will execute to the purchaser on demand any instrument reasonably necessary to confirm to the purchaser the title of the property so sold.

Section 10.11 Trustee Appointed Attorney

The Company hereby irrevocably appoints the Trustee to be the attorney in its name and on its behalf, to execute and do any deeds, conveyances, assignments, assurances and things which the Company ought to execute and do, and have not executed or done, under the covenants and provisions contained herein and generally to use the name of the Company in the exercise of all or any of the powers hereby conferred on the Trustee. This power of attorney is coupled with an interest and will survive the winding-up, dissolution or bankruptcy of the

Company. This power of attorney will only be exercisable by the Trustee following the occurrence and continuance of a Default or Event of Default.

ARTICLE 11
SALE ETC.

Section 11.1 Consolidation, Amalgamation, Merger or Transfer

The Company will not resolve or order that the Company be wound up or that other proceedings be taken with a view to the consolidation, amalgamation or merger of the Company with another person or the transfer of the Secured Assets as an entirety or substantially as an entirety to such other person or to a continuing person resulting from any amalgamation or merger except in accordance with the terms of Section 6.24.

Subject to Section 11.3, such consolidation, amalgamation, merger or transfer will not release the Company from its covenants and obligations under this indenture or the Bonds then outstanding or any covenants and obligations to the Trustee in its capacity as trustee hereunder or (subject to the terms thereof) under any other document or agreement.

Subject to and upon compliance by the Company with this Section 11.1 and Section 6.24, the Trustee will consent to the consolidation, amalgamation or merger pursuant to this Section 11.1 and join in such documents and do such acts as, in its discretion, may be thought advisable, subject to such conditions as may be set forth in the Extraordinary Resolution required by Section 6.24.

The terms of this Article 11 will not apply to any transfer of the Power Assets effected pursuant to Section 6.10(2) of this indenture.

Section 11.2 Substitution of Successor

In case of any consolidation, amalgamation, merger or transfer as provided in Section 11.1, the person or persons formed by such consolidation, amalgamation or merger or to which any transfer has been made, upon executing a supplemental indenture or other instrument as provided in Section 11.1 will succeed to and be substituted for the Company in whole or in part according to the terms of such consolidation, amalgamation, merger or transfer.

Section 11.3 Issue of Bonds by Successor

Any successor or assignee hereunder referred to in Section 11.2 may thereupon in place of or together with, as the case may be, the Company cause to be signed and may issue any or all replacement Bonds, the issue of which was authorized hereunder prior to the date of the consolidation, amalgamation, merger or transfer and which were not theretofore signed by the Company and delivered to the Trustee and the Trustee, upon the order of such successor or assignee corporation in lieu of or in addition to, as the case may be, the Company, and subject to all the terms, conditions and restrictions herein prescribed, will certify any and all such Bonds previously signed by the officers of the Company and delivered to the Trustee for certification, and any of such Bonds which such successor or assignee will thereafter cause to be signed and delivered to the Trustee for that purpose. All Bonds so issued will have the same rank and

security as the Bonds theretofore or thereafter issued in accordance with the terms of this indenture as though all such Bonds had actually been issued by the Company as of the date of the execution hereof. Every such successor or assignee will possess and may exercise each and every power of the Company hereunder to the extent necessary in the circumstances.

In the case of a transfer of the Secured Assets pursuant to Section 6.24 (whether pursuant to a winding-up, dissolution or merger of the Company or a transfer of the Power Assets as an entirety), the Trustee, upon being satisfied that the provisions of Section 6.24 have been complied with, will consent to such transfer and join in such documents and do such acts as, in its discretion, may be thought advisable, and upon such consent being given and such transfer being carried out, the Company will be released and discharged from its covenants and obligations under this indenture, the Bonds and the Security Agreements and any other covenants and obligations to the Trustee in its capacity as trustee hereunder or under any other document or agreement, and the Trustee will execute any document or documents which it may be advised is or are necessary or advisable for effecting or evidencing such release and discharge, subject in all respects to such conditions as may be set forth in the Extraordinary Resolution required by Section 6.24.

Section 11.4 Exception

Notwithstanding anything contained in this Article to the contrary, the Company acknowledges that, in the event of a transaction contemplated by Section 11.1, a continuing or other person or a purchaser or purchasers may be required by the Trustee, on the advice of Counsel, to enter into a replacement indenture to this indenture on substantially the same terms as this indenture, which replacement indenture will authorize the issuance of bonds in replacement of the Bonds, and to execute and deliver all such deeds and documents, including opinions, as the Trustee may be advised by Counsel are necessary or advisable in such circumstances.

ARTICLE 12
INVESTMENT OF TRUST MONEYS

Section 12.1

Unless provided to the contrary herein, any moneys held by the Trustee which under the trust hereof may or ought to be invested or which may be on deposit with the Trustee or which may be in the control of the Trustee, may, upon receipt of a written direction of the Company, be invested and reinvested in the name or under the control of the Trustee in Permitted Investments. Any direction from the Company to the Trustee will be in writing and will be provided to the Trustee no later than 9:00 a.m. on the day on which the investment is to be made. Any such direction received by the Trustee after 9:00 a.m. or received on a non-business day, will be deemed to have been given prior to 9:00 a.m. the next business day. For the purpose of this Section, "business day" will not include any day on which banks are not open for business in Toronto, Ontario. No such Permitted Investments may have a maturity greater than 24 months from the date of such investment therein. Pending such investment such moneys may be placed by the Trustee on deposit in any Permitted Financial Institution against demand deposit certificates or with its or an Affiliated Entity's deposit department. The Trustee will, at

any time and from time to time, on the Written Request of the Company, invest such monies in Permitted Investments as are directed by the Company, demand payment of the moneys evidenced by any such certificate or sell such Permitted Investments (unless the Trustee is of the opinion that such action would be prejudicial to the interests of the bondholders). The Trustee will allow interest at the current rate for similar deposits of money remaining on deposit with it and credit the Company with interest and other income received on moneys deposited and other depositaries and all moneys invested as herein provided.

In addition to any written direction to invest cash in a Permitted Investment, the Trustee may hold cash balances and may, but need not invest same in its deposit department or the deposit department of an Affiliated Entity of the Trustee; but the Trustee and each Affiliated Entity of the Trustee will not be liable to account for any profit to any parties to this indenture or to any other person or entity other than at a rate, if any, established from time to time by the Trustee or an Affiliated Entity of the Trustee for similar amounts held on deposit. For the purpose of this Section, "Affiliated Entity" means affiliated companies within the meaning of the *Business Corporations Act* (Ontario) ("OBCA"); and in the case of the Trustee, includes Canadian Imperial Bank of Commerce, CIBC Mellon Global Securities Services Company and Mellon Bank, N.A. and each of their affiliates within the meaning of the OBCA.

The Trustee will not be held liable for any losses incurred in the investment of any funds in Permitted Investments.

ARTICLE 13
SUITS BY BONDHOLDERS AND TRUSTEE

Section 13.1 Bondholders May Not Sue

Subject to Section 13.3, no holder of any Bond has the right to institute any suit, action or proceeding or to exercise any other remedy authorized by this indenture or available at law for the purpose of enforcing any right under this indenture, any Security Agreement or Bond on behalf of the bondholders or for the execution of any trust or power hereunder or for the appointment of a liquidator or Receiver or for a receiving order under the *Bankruptcy and Insolvency Act* (Canada) or to have the Company wound up or to file or prove a claim in any liquidation or bankruptcy proceedings, unless an Extraordinary Resolution to this effect has been passed in accordance with the terms of this indenture and such Extraordinary Resolution, along with any indemnity and funding commitment required by the Trustee, has been delivered to the Trustee and there is compliance with the provisions of Section 17.7, and the Trustee has failed to act within 30 days. If the Trustee has so failed to act, but not otherwise, any bondholder acting on behalf of all Senior Bonds or Subordinate Bonds, as applicable, will be entitled to take any of the proceedings that the Trustee might have taken hereunder. No bondholder has any right in any manner whatsoever to effect, disturb or prejudice the rights hereby created by its action or to enforce any right hereunder or under any Bond, except subject to the conditions and in the manner herein provided. Any money received as a result of a proceeding taken by any bondholder hereunder must be forthwith paid to the Trustee and will be distributed in accordance with the terms of this indenture.

Section 13.2 Bondholders May Waive Default

In case any action, suit or other proceeding has been brought by the Trustee or by any bondholder after failure of the Trustee to act, the holders of Senior Bonds and Subordinate Bonds (where permitted pursuant to Section 3.9, Article 9, Article 10 and Section 16.2) may by Extraordinary Resolution direct the Trustee or the bondholder bringing any such action, suit or other proceeding to waive the Event of Default in respect of which any such action, suit or other proceeding has been brought upon payment of the costs, charges and expenses incurred by the Trustee or the bondholder, as the case may be, in connection therewith, and to stay or discontinue or otherwise deal with any such action, suit or other proceeding, and the Trustee or such bondholder, as the case may be, will thereupon do so.

Section 13.3 Unconditional Right of Bondholders to Receive Principal and Interest

Each bondholder will have the right on the terms stated herein, which is absolute and unconditional (but subject to Section 3.9 in the case of Subordinate Bonds), to receive payment of the principal of, and interest on, such Bond when due as expressed in such Bond, and, subject to compliance with Section 13.1 and Section 3.9 (in the case of holders of Subordinate Bonds), to institute suit for the enforcement of any such payment, except if and to the extent that the institution or prosecution of such claim or the entry of judgment therein would result in the surrender, impairment, waiver or loss of the Security or any part thereof.

Section 13.4 Payment Free from Equities

The Bonds will be paid by the Company, and may be assigned by each holder of a Bond, absolutely free and clear of all equities, rights of set-off, claims, defences, counterclaims, rights or other matters whatsoever (collectively, "**Claims**"), whether existing between a holder and the Company and/or any third parties or intermediate holders, and whether now existing or hereafter arising (before or after notice of any assignment to the Company) which could impair or adversely affect in any way the entitlement of any present or future holder to enforce the Bonds strictly in accordance with the terms and provisions hereof and of the Bonds, and the Company hereby agrees not to assert, as against any assignee or any present or future holder, any Claims arising out of this indenture or any Bond that it had against a predecessor holder (other than the defence that obligations hereunder have been performed or observed by the Company). For greater certainty, but without limiting the generality of the foregoing, the foregoing will apply:

(a) notwithstanding that such Claim arises due to any act or omission of any holder of a Bond or any intermediate holder of a Bond or any other party;

(b) regardless of how closely or inseparately connected such Claim is to the obligations or whether it flows out of dealings or transactions related thereto; and

(c) notwithstanding actual or constructive notice to any assignee or any present or future holder of a Bond, or to any intermediate holder of a Bond or any other third party of such Claim, regardless of when received or deemed to be received.

The foregoing will be without prejudice to the right of the Company to subsequently assert any Claim as against the assignor.

ARTICLE 14
APPOINTMENT OF NEW TRUSTEE

Section 14.1 Resignation, etc. and Appointment of New Trustee

The Trustee may resign its trust after giving 90 days' notice in writing to the Company and the bondholders and will resign in the event that a material conflict of interest arises in its role as a fiduciary under this indenture and is not eliminated within 90 days after ascertaining that it has such a material conflict of interest and in either case the Trustee will be discharged from all further duties and liabilities hereunder.

In the event of the Trustee resigning or being removed by the bondholders by Extraordinary Resolution or being dissolved, becoming bankrupt, going into liquidation or otherwise becoming incapable of acting hereunder, the Company must forthwith appoint a new trustee; failing such appointment by the Company, the bondholders may by Ordinary Resolution appoint a replacement trustee. If neither the Company nor the bondholders so appoint a replacement trustee, the retiring Trustee or any bondholder may apply to an Ontario court of competent jurisdiction at the Company's expense, on such notice as such court may direct, for the appointment of a new trustee; but any new trustee so appointed by the Company or by the Court will be subject to removal as aforesaid by the bondholders.

Any successor Trustee so appointed must be a trust company qualified and authorized to carry on trust business in the Provinces of Canada, as necessary and applicable, and there must not exist a material conflict of interest in its role as a fiduciary under this indenture. On any new appointment the new Trustee will be vested with the same estates, properties, rights, powers, duties, trusts and responsibilities as its predecessor as if it had been originally named as Trustee, without any further assurance, conveyance, act or deed, but there will be immediately executed, at the expense of the Company, all such instruments (if any) as the new Trustee may be advised by Counsel are necessary or advisable.

Upon payment to the retiring Trustee of all amounts owing or due to the retiring Trustee hereunder, the retiring Trustee will duly assign, transfer and deliver to the new Trustee all property, collateral and money held and all records kept by the retiring Trustee.

Should any deed, conveyance or instrument in writing from the Company be required by any new Trustee for more fully and certainly vesting in and confirming to it such estates, properties, rights, powers and trusts, then any and all such deeds, conveyances and instruments in writing will, on request of said new Trustee, be made, executed, acknowledged and delivered by the Company.

Any company into which the Trustee may be merged or with which it may be consolidated or amalgamated, or any company resulting from any merger, consolidation or amalgamation to which the Trustee is a party, will be the successor Trustee under this indenture without the execution of any instrument or any further act unless in the Opinion of Counsel such

action would be prudent, provided that the Trustee shall give written notice to the Company and the bondholders of any such consolidation, amalgamation or succession..

ARTICLE 15
NOTICES

Section 15.1 Notice to Company

Any notice to the Company under the provisions hereof must be given by delivery or by facsimile or by registered letter addressed to the Company at:

2 Sackville Road
Sault Ste. Marie, Ontario
P6B 6J6

Facsimile No.: (705) 941-5600
Attention: President

with a copy to:

Suite 300
Brookfield Place
181 Bay street
Toronto, Ontario
M5J 2T3

Facsimile No.: (416) 363-2856
Attention: Chairman of the Board

and if so delivered, will be deemed to have been given on the first business day following the date of delivery, if so mailed will, subject to Section 15.4, be deemed to have been given on the fifth business day following such mailing, and if sent by facsimile transmission, will be deemed to have been delivered on the first business day following such facsimile transmission. The Company may from time to time notify the Trustee of a change in address or facsimile number as the case may be in accordance with Section 15.3.

Section 15.2 Notice to Bondholders

Any notice to the holder of any Bond under the provisions hereof must be given by delivery or by first class letter addressed to such holder at its post office address appearing in the register of bondholders and if so delivered, will be deemed to have been given on the first business day following the date of delivery and if so mailed, subject to Section 15.4, will be deemed to have been given on the fifth business day following such mailing. Accidental error or omission in giving notice or accidental failure to mail notice to any holder will not invalidate any action or proceeding founded thereon.

Section 15.3 Notice to the Trustee

Any notice to the Trustee under the provisions hereof must be given by delivery or by facsimile or by registered letter addressed to the Trustee as follows:

(a) if mailed or delivered, at:

320 Bay Street
P.O. Box 1
Toronto, Ontario
M5H 4A6

Facsimile No.: (416) 643-5570
Attention: Executive Director, Corporate Trust Services

and if so delivered, will be deemed to have been given on the first business day following the date of delivery, if so mailed will, subject to Section 15.4, be deemed to have been given on the fifth business day following such mailing and if so facsimiled will be deemed to have been given on the first business day following such facsimile. The Trustee may from time to time notify the Company of a change in address in accordance with Section 15.1.

Section 15.4 Postal Interruption

Notwithstanding the foregoing provisions of this Article 15, a notice may not be sent by first-class or registered mail but must be delivered by hand (or, if applicable, sent by telecopy) if a strike or lockout of postal employees then in effect or generally known to be pending would delay or would be reasonably likely to delay the receipt of such notice by the party to which it is addressed and any such communication sent by registered mail in such circumstances will be deemed not to have been given.

ARTICLE 16
BONDHOLDERS' MEETINGS

Section 16.1 Conduct of Meetings

Meetings of bondholders will be convened, held and conducted in the following manner:

(a) **Calling of Meetings:** At any time and from time to time the Trustee or the Company may, and the Trustee will on being served with a Bondholders' Request, convene a meeting of the Senior Bonds and/or Subordinate Bonds, depending on who made the request. In the event of the Trustee failing to convene a meeting after a meeting is requested by such a Bondholders' Request or by the Company, the bondholders who made the Bondholders' Request or the Company (as applicable) may themselves convene such meeting and the notice calling such meeting may be signed by such person as such bondholders or the Company (as applicable) may specify. Every such meeting will be held at the City of Toronto or at such other place as the Trustee may, acting reasonably, in

any case determine or approve. A meeting of bondholders may be held by means of such telephone, electronic or other communication facilities as permit all persons participating in the meeting to communicate with each other simultaneously and instantaneously, and each bondholder will be permitted, if it so notifies the Trustee and complies with the requirements of Section 1.7 and provided that such bondholder provides sufficient proof to the Trustee that it is a holder of Bonds or a duly appointed proxy therefor, to participate in any meeting of bondholders by any of the foregoing means as it may elect.

(b) **Notice of Meetings:** At least 21 days' notice of such meeting must be given to the applicable bondholders and such notice must state the time when, and the place where and the means by which, said meeting is to be held and must specify in general terms the nature of the business to be transacted thereat, but it will not be necessary to specify in the notice the text of the resolutions to be passed.

(c) **Quorum:** At any meeting of the holders of the Senior Bonds or Subordinate Bonds or all Bonds, as the case may be, subject as herein provided, a quorum will consist of persons present or represented by proxy holding either personally or as proxies for holders not less than 50% in principal amount of the Senior Bonds or Subordinate Bonds or all Bonds, as applicable, then outstanding. In the event of a quorum not being present on the date for which the meeting is called within 30 minutes after the time fixed for the holding of such meeting, the meeting will be adjourned to be held at a place and upon a date and at an hour to be fixed by the Trustee who will give not less than 7 days' notice of the date and time to which such meeting is adjourned and of the place where such adjourned meeting is to be held, and at such adjourned meeting, a quorum will consist of the bondholders there present or represented by proxy.

(d) **Chairman:** Some person, who need not be a bondholder, nominated in writing by the Trustee, will be Chairman of the meeting but, if no person is so nominated or if the person so nominated is not present within 25 minutes after the time fixed for the holding of the meeting, the bondholders present or represented by proxy will choose some person present to be Chairman.

(e) **Voting:** Subject to the provisions of Section 16.4, every question submitted to a meeting of holders of the Senior Bonds or Subordinate Bonds or all Bonds, except an Extraordinary Resolution or a Unanimous Resolution, will be decided in the first place by a majority of the votes given on a show of hands or, if any of the bondholders are present by telephone, electronic or other acceptable communication facilities, by any other means by which the vote of such holder may be registered, and will be binding on all bondholders holding Senior Bonds or Subordinate Bonds or all Bonds, as applicable. Upon the request of any bondholder present at a meeting in person or by proxy, a question will be determined by a poll. A poll will be taken on every Extraordinary Resolution. On a poll, each bondholder present or represented at the meeting will have one vote for every $1,000 principal amount of Bonds of which he is the holder. Votes may be given in person or by proxy and a proxy need not be a bondholder.

(f) **Regulations:** The Trustee may, from time to time, make and vary such regulations as it thinks fit providing for and governing the conduct at meetings of bondholders.

(g) **Declaration by Chairman of Result of Vote**: At any meeting of the bondholders, in cases where no poll is required or requested, a declaration made by the Chairman that a resolution has been carried, or carried by a particular majority, or lost, will be conclusive evidence thereof.

Section 16.2 Extraordinary Resolution

An Extraordinary Resolution, adopted in accordance with the provisions hereof, will be binding upon all the holders of Senior Bonds or Subordinate Bonds or all Bonds, as applicable, and the Trustee will be bound to give effect thereto accordingly.

The term "Extraordinary Resolution" when used in this indenture in respect of the Senior Bonds, the Subordinate Bonds or all Bonds, means (subject to the provisions of Section 16.5 and as hereinafter provided) a resolution adopted at a meeting of the holders of such Bonds then outstanding, duly convened and held in accordance with the provisions herein contained, upon a poll by the affirmative vote of not less than 66⅔% of the principal amount of such Bonds present in person or by proxy then outstanding; provided that no Extraordinary Resolution or Ordinary Resolution may be adopted, without the consent or affirmative vote of 100% of the votes of the holders of the applicable Bonds, which purports to:

(a) waive a default in the payment of the principal of or interest on such Bonds, release any material part of the Security, or change the stated maturity of or the payment for any instalment of interest and/or principal on such Bonds, or reduce the principal amount thereof or the rate of interest payable thereon, or change the currency in which any such Bond or the interest thereon is payable, or the Redemption Price of any such Bonds, or any change that would permit the Company to create Senior Bonds or Subordinate Bonds in excess than that permitted in Section 2.1 hereof, or to repay any principal under any such Bonds sooner than permitted by the terms of the indenture, or

(b) reduce the percentage in principal amount of such outstanding Bonds the consent of whose holders is required for any Ordinary Resolution, Extraordinary Resolution or Unanimous Resolution or any modification or amendment to this indenture or to the terms and conditions of such Bonds, or for any waiver of compliance therewith, or reduce the requirements for voting and quorum at any meeting of bondholders at which a resolution is to be adopted, or

(c) modify, amend or waive Section 3.9, Section 5.11, Section 6.2(i), Section 6.2(ii), Section 6.2(iii), Section 6.8(ii), Section 6.8(iii), Section 6.22, Section 6.24 or Section 10.6 or the definitions of EBITDA, Distribution, Indebtedness, Debt Service or Secured Assets.

Except as otherwise provided for herein, no action will be taken at a meeting of the bondholders which changes any provision of this indenture or changes or prejudices the

exercise of any right of any bondholder except by Extraordinary Resolution as hereinbefore provided or by resolution or written instrument as hereafter provided.

The Company agrees that it will, upon receipt from the Trustee of any Unanimous Resolution of the holders of Senior Bonds or Subordinate Bonds, deliver a copy of such resolution or instrument to the Rating Agency.

Section 16.3 Powers Exercisable by Extraordinary Resolution

(1) The holders of all Bonds (except where otherwise provided herein) will, in addition to any powers hereinbefore given, have the following powers which will be exercisable from time to time by Extraordinary Resolution only (except where otherwise provided herein) and will be subject to the terms of this indenture (including Section 3.9 and Section 9.3):

(a) power to sanction any change whatsoever in any of the provisions of this indenture and any modification, waiver, abrogation, alteration, compromise or arrangement of the rights of the bondholders against the Company or against the Secured Assets whether such rights arise under this indenture or the Bonds or otherwise and to authorize the Trustee to concur in and execute any indenture supplemental to this indenture embodying any such change, modification, waiver, abrogation, alteration, compromise or arrangement;

(b) power to sanction any scheme for the reorganization or recapitalization of the Company into or with any other person, or for the transferring, selling or leasing of the Secured Assets or any part thereof, where the consent of the holders of Bonds may be required thereto;

(c) power by the holders of Subordinate Bonds to sanction the exchange of the Subordinate Bonds for, or the conversion of the Subordinate Bonds into, shares debentures, bonds or any other securities of the Company or any other person formed or to be formed;

(d) power to assent to any compromise or arrangement with any creditor or creditors or any class or classes of creditors, whether secured or otherwise, and with holders of any shares or securities of the Company;

(e) power to instruct the Trustee to waive any Event of Default or other Default hereunder or cancel any declaration made pursuant to Section 9.2 either unconditionally or on such terms as are specified in the Extraordinary Resolution (except, for greater certainty, with respect to any Default or Event of Default as defined in and created by any indenture supplemental hereto for the benefit of a holder of any particular series of Additional Bonds or Subordinate Bonds, which will be dealt with as prescribed by such supplemental indenture);

(f) power to restrain any holder of any Bond from taking or instituting any action or other proceeding for the execution of any trust or power hereunder or for the appointment of a liquidator or Receiver where Section 3.9 or Article 13 have not been complied with, and to require such holder of any Bond to waive any Default

or Event of Default by the Company on which any action or proceeding is founded where such waiver is approved in accordance with this indenture; and, in case any action or other proceeding has been brought by any holder or holders of any Bonds pursuant to Section 13.1 after failure of the Trustee to act, power to direct such holder or holders and the Trustee to waive the Default or Event of Default in respect of which such action or other proceeding has been brought where such waiver is approved in accordance with this indenture, upon payment of the costs, charges and expenses incurred in connection therewith, and to stay or discontinue or otherwise deal with any such action or other proceeding;

(g) power to require the Trustee to exercise or refrain from exercising any of the powers, rights or authority conferred upon the Trustee under this indenture or to waive any Default or Event of Default on the part of the Company in accordance with Section 9.3 and Article 13, upon such terms as may be provided in the Extraordinary Resolution;

(h) power to remove the Trustee and to appoint a new Trustee to take the place of the Trustee so removed;

(i) power to approve any sale, transfer or encumbrance of all or any part of the Secured Assets and any purchaser thereof, where the consent of the holders of Bonds may be required thereto pursuant to this indenture;

(j) power to consent to a release by the Trustee of the Company hereunder, where the consent of the holders of Bonds may be required thereto; and

(k) power by the holders of Senior Bonds or the holders of Subordinate Bonds from time to time to appoint a committee with power and authority (subject to such limitations, if any, as may be prescribed in the resolution) to exercise on behalf of the holders of Senior Bonds or Subordinate Bonds, as applicable, such of the powers of such bondholders as are exercisable by Extraordinary Resolution or other resolution as are included in such appointment. The resolution making such appointment may provide for payment of the expenses and disbursements of and remuneration of such committee and of the Trustee. Such committee will consist of such number of persons as may be prescribed in the resolution appointing it, and the members need not be themselves holder of Bonds. Every such committee may elect its chairman, and may make regulations respecting its quorum, the calling of its meetings, the filling of vacancies occurring in its number, and its procedure generally. Such regulations may provide that the committee may act a meeting at which a quorum is present or may act by written resolutions signed by a number of members thereof necessary to constitute a quorum. All acts of any such committee within the authority delegated to it will be binding upon all applicable bondholders and the Company and the Trustee will be entitled to rely on actions taken by such committee. Neither the committee nor any member thereof will be liable for any loss arising from or in connection with any action taken or omitted to be taken by them in good faith. The bondholders creating

such committee will advise the Trustee and the Company of its creation as soon as practicable following its creation.

(2) The foregoing powers will be deemed to be several and cumulative and not dependent on each other and the exercise of any one or more of such powers, or any combination of such powers from time to time will not be deemed to exhaust the rights of the bondholders to exercise such power or powers, or combination of powers, thereafter from time to time. No powers exercisable by Extraordinary Resolution pursuant to this Section will derogate in any way from any rights of the Company under or pursuant to this indenture.

Section 16.4 Serial Meetings

(1) If any business to be transacted at a meeting of bondholders especially affects the rights of the holders of Senior Bonds or Subordinate Bonds (as applicable) of one or more series (and for the purposes of this Article 16, the word "series" will be deemed, unless the contest otherwise requires, to mean any series and also any part of a series) in a manner or to an extent substantially differing from that in or to which it affects the rights of the holders of the other Senior Bonds or Subordinate Bonds (as applicable) of any other series (as to which an Opinion of Counsel will be binding on all bondholders, the Trustee and the Company for all purposes hereof) then:

(a) reference to such fact, indicating each series so especially affected, must be made in the notice of such meeting and the meeting will be and is herein called a "serial meeting"; and

(b) the holders of Bonds of a series so especially affected will not be bound by any action taken at a serial meeting unless in addition to compliance with the other provisions of this Article 16 at such meeting:

(i) there are represent in person or by proxyholders of at least 50% in principal amount of the outstanding Bonds of such series; and

(ii) the resolution is passed by votes of more than 50% (or in the case of an Extraordinary Resolution not less than 66⅔%) of the principal amount of the Bonds of such series then outstanding.

(2) If in the Opinion of Counsel any business to be transacted at any meeting of bondholders does not affect the rights of the holders of Senior Bonds or Subordinate Bonds (as applicable) of one or more series, the provisions of this Article 16 will apply with respect to such business as if the Bonds of such series were not outstanding and no notice need be given to the holders of Bonds of such series.

(3) Without limiting the generality of the foregoing, a proposal (i) to accelerate or to extend the maturity of Bonds of any particular series or reduce the principal amount thereof or the rate of interest or any Redemption Price thereof, (ii) to modify or terminate any covenant or agreement which by its terms is effective only so long as Bonds of a particular series are outstanding, or (iii) to reduce with respect to holders of Bonds of any particular series any percentage (or corresponding percentage required by an Extraordinary Resolution) stated in

Section 16.1 or Section 16.2 hereof or in this Section 16.4 will be deemed to affect the rights of the holders of Bonds of such series in a manner substantially differing from that in which it affects the rights of holders of Bonds of any other series, whether or not a similar extension, reduction, modification or termination is proposed with respect to Bonds of any or all other series.

Section 16.5 Signed Instruments

Any resolution or instrument signed in one or more counterparts by the holders of a given percentage of the aggregate principal amount of the Senior Bonds, Subordinate Bonds or any series of Bonds if especially affected, as the case may be, then outstanding will have the same force and effect as a resolution duly passed at a meeting of the bondholders by the affirmative vote of such percentage of the votes given upon a poll, subject to the same conditions and requirements, as hereinbefore provided, for a meeting of the bondholders.

ARTICLE 17
THE TRUSTEE

Section 17.1 Duty of Trustee

In the exercise of the powers, rights, duties and obligations prescribed or conferred by the terms of this indenture, the Trustee must exercise that degree of care, diligence and skill that a reasonably prudent trustee would exercise in comparable circumstances.

Section 17.2 Trustee May Deal in Bonds

Subject to Section 17.5 and Trust Indenture Legislation, the Trustee may buy, lend upon and deal in the Bonds either with the Company or otherwise, and generally contract and enter into financial transactions with the Company or otherwise, without being liable to account for any profit made thereby.

Section 17.3 Trustee Not Required to Give Security

The Trustee will not be required to give security for the execution of the trusts or its conduct or administration hereunder.

Section 17.4 Protection of Trustee

By way of supplement to the provisions of any law for the time being relating to trustees, it is expressly declared and agreed as follows:

(a) the Trustee will not be liable for or by reason of any statements of facts or recitals in this indenture or in the Bonds (except the representation contained in Section 17.5 and in the certificate of the Trustee on the Bonds) or required to verify the same, but all such statements or recitals are deemed to be made by the Company;

(b) the Trustee will have no obligation to calculate the amount due on any interest payment date for any Bonds; in this regard, if at any time the Trustee is asked and

if it agrees to make any interest payment, the Company covenants to provide to the Trustee an Officers' Certificate detailing the amount due to each bondholder on the relevant interest payment date, no later than 7 business days prior to the interest payment due date, and it will be able to rely absolutely upon the accuracy and completeness of such Officers' Certificate;

(c) the Trustee will not be liable for any reason for failure or default of the Company to remove any Lien upon the assets of the Company or for failure to take any action necessary to constitute, perfect or maintain the priority of the Security or for any failure of the Security or any defect in the Security or for the sufficiency, correctness, genuineness, or validity of the Security;

(d) nothing herein contained will impose any obligation on the Trustee to see or to require evidence of registration or filing (or renewals thereof) of this indenture or any instrument ancillary or supplemental hereto;

(e) the Trustee will not be bound to give any notice of the execution hereof;

(f) the Trustee will not incur any liability or responsibility whatever or be in any way responsible for the consequence of any breach on the part of the Company of any of the covenants herein contained or of any act of the agents or servants of the Company;

(g) upon receipt of reports and financial statements furnished to the Trustee hereunder, the Trustee will, while such reports and statements are current, maintain custody of same and deliver copies to the holders of the Bonds upon request;

(h) the Trustee will not be obligated to analyze financial statements, auditors' reports or other information relating to the business or financial condition of the Company or the Transmission Business which may come into the Trustee's possession, or to evaluate, at any time in any manner whatsoever, the performance of the Company or the Transmission Business;

(i) the Trustee will not be required to analyze or evaluate the insurance coverages of the Company; nothing herein will be deemed to hold the Trustee responsible for failure by the Company to maintain insurance coverage or for any loss arising out of any want, defect or insufficiency in any insurance policy, or because of failure of any insurer to pay the full amount of any loss or damage insured against; the Trustee will be entitled to request and rely absolutely upon an Officers' Certificate stating that the Company is in compliance with its covenant in Section 6.12 to maintain adequate insurance coverage; no duty with respect to effecting or maintaining insurance coverage will rest with the Trustee;

(j) the Trustee will incur no liability with respect to the delivery or non-delivery of any certificate or certificates whether delivered by hand, mail or other means;

(k) the duties and obligations of the Trustee will be determined solely by the provisions hereof and, accordingly, the Trustee will not be responsible except for the performance of such duties and obligations as it has undertaken herein;

(l) the Trustee will retain the right not to act and will not be held liable for refusing to act unless it has received clear and reasonable documentation which complies with the terms of this indenture; such documentation must not require the exercise of any discretion or independent judgment;

(m) in the event of any disagreement arising regarding the terms of this indenture, the Trustee will be entitled at its option to refuse to comply with any or all demands whatsoever until the dispute is settled either by agreement amongst the various parties or by a court of competent jurisdiction; and

(n) the Trustee will not have any liability whatsoever for maintaining, supervising or reviewing any records relating to beneficial ownership interests in the Bonds.

Section 17.5 Conflict of Interest

The Trustee represents to the Company and the bondholders that at the time of the execution and delivery hereof no material conflict of interest exists in the Trustee's role as a fiduciary hereunder and agrees that in the event of a conflict of interest arising hereafter, it will, forthwith upon ascertaining that it has such conflict of interest, either eliminate the same or resign its trust hereunder. If at any time a material conflict of interest in the Trustee's role as a fiduciary hereunder arises, the Trustee must, forthwith upon ascertaining that it has such a conflict, either eliminate such conflict or resign in the manner and with the effect specified in Section 14.1.

Section 17.6 Indemnification of Trustee

The Trustee, in both its individual and trustee capacity and its directors, officers, employees and agents, will at all times be indemnified and saved harmless by the Company from and against all claims, demands, losses, actions, causes of action, costs, charges, expenses, damages and liabilities whatsoever, and, without limiting the generality of the foregoing, such indemnity must include a full indemnity referable to any and all environmental liability, (except to the extent caused by the gross negligence or wilful misconduct of the Trustee, its agents, employees, contractors, representatives, directors or officers) arising in connection with this indenture, including, without limitation, those arising out of or related to actions taken or omitted to be taken by the Trustee contemplated hereby, legal fees and disbursements on a solicitor and client basis and costs and expenses incurred in connection with the enforcement of this indemnity, which the Trustee may suffer or incur, whether at law or in equity, in any way caused by or arising, directly or indirectly, in respect of any act, deed, matter or thing whatsoever made, done, acquiesced in or omitted in or about or in relation to the execution of its duties as Trustee and including any deed, matter or thing in relation to the registration, perfection, release or discharge of the Security. The foregoing provisions of this Section 17.6 do not apply to the extent that in any circumstances there has been a failure by the Trustee or its employees or agents to act honestly and in good faith or to discharge the Trustee's obligations under Section

17.1. This indemnity will survive the termination or discharge of this indenture and the resignation or removal of the Trustee.

Section 17.7 Conditions Precedent to Trustee's Obligation to Act

The Trustee will not be bound to give any notice or do or take any act, action or proceeding by virtue of the powers conferred on it hereby unless and until it has been required so to do under the terms hereof; nor will the Trustee be required to take any notice of any Default or Event of Default hereunder, other than in payment of any monies required by any provision hereof to be paid to it, unless and until notified in writing of such Default or Event of Default, which notice must distinctly specify the Default or Event of Default desired to be brought to the attention of the Trustee and, in the absence of any such notice, the Trustee may for all purposes of this indenture conclusively assume that the Company is not in default hereunder and that no Default or Event of Default has been made with respect to the payment of principal of or costs, fees, charges, expenses or interest on the Bonds or in the observance or performance of any of the covenants, agreements or conditions contained herein. Any such notice or request will in no way limit any discretion herein given to the Trustee to determine whether or not the Trustee will take any action with respect to any Default or Event of Default or take action without any such request.

The obligation of the Trustee to commence or continue any act, action or proceeding for the purpose of enforcing any rights of the Trustee or the bondholders hereunder will be conditional upon the bondholders furnishing, when required by notice in writing by the Trustee, (i) sufficient funds to commence or continue such act, action or proceeding and (ii) an indemnity satisfactory to the Trustee to protect and hold harmless the Trustee against the costs, charges and expenses and liabilities arising directly or indirectly by reason therefor or to be incurred thereby and any loss and damage it may suffer by reason thereof (save and except for loss or damage resulting from the Trustee's gross negligence or wilful misconduct) and, without limiting the generality of the foregoing, such indemnity must include a full indemnity referable to any and all environmental liability. The holders of Subordinate Bonds must provide or deliver, as applicable, their *pro rata* share of such funds and/or indemnity, as applicable, as is also provided by the holders of Senior Bonds in connection with any proposed enforcement or realization of the Security.

None of the provisions contained in this indenture will require the Trustee to expend or risk its own funds or otherwise incur financial liability in the performance of any of its duties or in the exercise of any of its rights or powers.

Section 17.8 Employ Agents

The Trustee may employ such agents and other assistants as it may reasonably require for the proper discharge of its duties hereunder, and may pay reasonable remuneration for all services performed for it in the discharge of the trusts hereof. All costs incurred therein will be payable on demand and are hereby declared to be secured hereby and to be a charge upon the Secured Assets prior to the charge of the Bonds.

Section 17.9 Reliance on Evidence of Compliance

In the exercise of its rights, duties and obligations the Trustee may, if it is acting in good faith, rely, as to the truth of the statements and the accuracy of the opinions expressed therein, upon statutory declarations, opinions, reports or certificates furnished pursuant to any covenant, condition or other requirement of this indenture or required by the Trustee to be furnished to it in the exercise of its rights and duties under this indenture where such statutory declarations, opinions, reports or certificates comply with the requirements of this indenture and the Trustee examines such evidence and determines that such evidence indicates compliance with the applicable requirements of this indenture.

Section 17.10 Provision of Evidence of Compliance to Trustee

In addition to any other provisions of this indenture, the Company will furnish to the Trustee evidence of compliance with the conditions precedent provided for in this indenture relating to:

(a) the certification and delivery of Bonds applied for under any supplemental indenture;

(b) the release or release and substitution of property subject to any Lien created by the Security;

(c) the satisfaction and discharge of this indenture; and

(d) the taking of any other action or step to be taken by the Trustee at the request of or on the application of the Company.

Section 17.11 Contents of Evidence of Compliance

Evidence of compliance required by Section 17.10 will consist of:

(a) an Officers' Certificate (unless otherwise specifically provided) stating that such conditions precedent have been complied with in accordance with the terms of this indenture;

(b) in the case of conditions precedent compliance with which are, by this indenture, made subject to review or examination by a solicitor, an Opinion of Company Counsel that such conditions precedent have been complied with in accordance with the terms of this indenture; and

(c) in the case of conditions precedent compliance with which are subject to the review or examination by auditors or accountants, an opinion or report of a Chartered Accountant or a Chartered Accountant's Certificate that such conditions precedent have been complied within accordance with the terms of this indenture.

Section 17.12 General Provisions as to Certificates, Opinions, Etc.

Each Officers' Certificate, each Opinion of Counsel, each Opinion of Company Counsel, each Investment Dealer's Certificate and each Chartered Accountant's Certificate required under this indenture or furnished in connection with any application, Written Order, Written Request or Written Consent made to the Trustee or any bondholder pursuant to any provisions of this indenture must specify the Section under which such application, Written Order, Written Request or Written Consent is being made and must include a statement that the person signing such certificate or giving such opinion has read and is familiar with those provisions of this indenture relating to the conditions precedent with respect to compliance with which such evidence is being given. Each such certificate and opinion will, in addition include:

(a) a brief statement of the nature and scope of the examination or investigation upon which the statements or opinions contained in the evidence are based;

(b) a statement that, in the belief of the person giving the evidence, he has made such examination or investigation as is necessary to enable him to make the statements or give the opinions contained or expressed therein;

(c) a statement whether in the opinion of such person the conditions precedent, if any, with respect to compliance with which such evidence is being given have been complied with or satisfied; provided that a Chartered Accountant or an Investment Dealer need not include such a statement; and

(d) a statement that (unless the context otherwise requires) in the case of an Officers' Certificate, so far as known to the signers after having made due enquiry pursuant to this Section 17.12, no Default or Event of Default has occurred and is continuing, or if a Default or an Event of Default has occurred and is continuing, specifying the same.

Whenever the delivery of a certificate, opinion or report is a condition precedent to the taking of any action by the Trustee hereunder, the truth and accuracy of the facts and opinions stated in such certificate, opinion or report will in each case be conditions precedent to the right of the Company to have such action taken.

Any application, written demand, statement, request, notice, designation, direction, nomination or other instrument to be made by the Company under any of the provisions hereof will unless otherwise provided, be deemed sufficiently made and executed if executed by any two of the Chairman of the Board, Chief Financial Officer, Chief Executive Officer, the President, a Vice-President, the Treasurer, the Secretary, an Assistant Treasurer or an Assistant Secretary, or any two directors of the Company. The Trustee will accept a certificate signed by the Secretary or an Assistant Secretary of the Company as sufficient evidence of the passage of any resolution of the directors or of the shareholders of the Company.

The same officer, officers or any directors of the Company, or the same Chartered Accountant, Investment Dealer or other person, as the case may be, may, but need not, certify as to all the matters required to be certified under any provision of this indenture, but different officers, directors, Chartered Accountants, Investment Dealers or other persons may certify to

different facts, respectively. Where any person or persons are required to make, give or execute two or more orders, requests, certificates, statutory declarations, opinions or other instruments under this indenture, any such orders, requests, certificates, statutory declarations, opinions or other instruments may but need not be consolidated and form one instrument. Whenever any Officers' Certificate or other certificate is required to state that the Company is not in default hereunder or to state any such Default or Event of Default, the signers of such certificate may make such statement upon the basis of their best knowledge and belief after reasonable inquiry.

Any Chartered Accountant's Certificate may be based upon such examination of the accounting procedures and records of the Company as such Chartered Accountant considers appropriate in the circumstances and which must be in accordance with generally accepted accounting principles.

Any certificate or Opinion of Counsel or Opinion of Company Counsel may be based, insofar as it relates to factual matters or information in the possession of the Company or another person, upon the certificate or opinion of or representations by an officer or officers of the Company or such other person, unless such Counsel or Company Counsel knows that the certificate or opinion or representations with respect to the matters upon which his certificate or opinion may be based as aforesaid are erroneous.

The Trustee may, where it is reasonable in the circumstances so to do, request an Opinion of Counsel or Opinion of Company Counsel hereunder.

Counsel or Company Counsel in giving any opinion hereunder may rely in whole or in part upon the opinion of other counsel provided that Counsel or Company Counsel, as applicable, considers such other counsel as one upon whom he may properly rely.

Counsel or Company Counsel is giving any opinion hereunder, as to matters of interpretation and fact not within the professional competence of Counsel or Company Counsel, as applicable, may rely upon other experts' certificates.

Any certificate of any expert, insofar as it relates to matters outside of such expert's competence or responsibility, may be based upon a certificate or opinion of or upon representations by Counsel or Company Counsel or some other qualified expert, unless such first-mentioned expert knows that the certificate or opinion or representations with respect to the matters upon which his certificate may be based as aforesaid are erroneous, or in the exercise of reasonable care should have known that the same were erroneous.

ARTICLE 18
ACCEPTANCE OF TRUSTS BY THE TRUSTEE

Section 18.1 General

The Trustee hereby accepts the trust in this indenture declared and provided and agrees to perform the same upon the terms and conditions hereinbefore set forth.

ARTICLE 19
INDEMNIFICATION AND LIABILITIES OF THE COMPANY AND OTHERS

Section 19.1 Company's General Indemnity

Without in any way limiting the generality of Section 17.6, the Company agrees to indemnify, protect, save and keep harmless the bondholders and the Trustee and their respective beneficiaries, officers, directors, employees, agents and their successors, assigns, heirs, executors and personal representatives (each of the same being an "**Indemnitee**"), from and against any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses, including reasonable legal expenses, of whatsoever kind and nature (but excluding in relation to environmental matters), imposed on, incurred by or asserted against any Indemnitee or imposed on or with respect to the Transmission Business, in any way, either directly or indirectly, relating to, arising out of or connected with:

(a) any claim for personal injury, death, property damage or other loss or liability that may arise by reason of, result from, be caused by, or relate to the operation of the Transmission Business;

(b) any fine or penalty arising out of the operation of the Transmission Business in violation of any Applicable Law;

(c) any claim for infringement of patent, trade mark, industrial design, copyright or other intellectual property right arising out of the operation of the Transmission Business;

(d) the Company's ownership of the Transmission Business;

(e) any non-compliance with the terms of any Operative Document; or

(f) any event of default under any Operative Document,

the whole to the complete exoneration of the Indemnitee, but excluding any and all liabilities, obligations, losses, damages, penalties, claims, actions, suits, costs and expenses arising out of the gross negligence or wilful misconduct of an Indemnitee; provided that the gross negligence or wilful misconduct of an Indemnitee will not prejudice this indemnity as it applies to any other Indemnitee. The indemnity contained herein as it applies to bondholders is subject to the terms of Section 10.1.

Section 19.2 Environmental Indemnity

Without in any way limiting the generality of Section 17.6, the Company will indemnify the Indemnitees against and hold them harmless from any claims, actions, Orders, remediation orders, abatement orders, prevention orders and suits, administrative or other proceedings made or brought by any person, any loss, expense, judgment, liability or asserted liability (including strict liability except to the extent caused or contributed to by the negligence or wilful misconduct of the Indemnitees) and including, without limitation, (i) costs and expenses of abatement and remediation of any Release of Hazardous Substances, (ii) liabilities of

the Indemnitees to any person (including any Governmental Authority) in respect of bodily injuries, property damage, damage to or impairment of the environment or any other injury or damage, (iii) liabilities of the Indemnitees to any person (including any Governmental Authority) for its foreseeable and unforeseeable consequential damages; and (iv) the liability of an Indemnitee for court costs, expenses of alternative dispute resolution proceedings and fees and disbursements of expert consultants and legal counsel on a solicitor and client basis, incurred as a result of:

(a) the administration of the trusts created hereby;

(b) the exercise by the Trustee of any rights under the Security;

(c) the Release or presence of any Hazardous Substances or the presence of any Hazardous Substances by any means and for any reason on, above or below the Lands, the Future Sites, or the Improvements, any other property which is subject to the Security, whether or not the Release or presence of any Hazardous Substance is located on, above or below or originates or emanates from the Lands, the Future Sites, or the Improvements or any other real property owned, previously owned or under the care, control and management of the Company;

(d) any presence of Hazardous Substances on, above or below or Release of Hazardous Substances from or to any property that is contiguous to the Lands, the Future Sites, or the Improvements or any other real property owned or controlled or operated by the Company;

(e) any costs of removal or remediation or reclamation with respect to the Transmission Business (including well or facility abandonment obligations);

(f) any non-compliance by the Company under any Environmental Law with respect to the Power Assets or the Transmission Business;

(g) any step taken by any person to enforce compliance with or to collect or impose penalties, fines, administrative, civil or other sanctions provided by any Environmental Law with respect to the Transmission Business;

(h) all environmental, health, reclamation and clean-up costs and obligations associated with or pertaining to the closure, abandonment or reclamation of the Power Assets or other locations upon which operations pertaining thereto are conducted, including any wells, facilities, buildings, fixtures or equipment located thereon or therein or utilized in respect thereof; or

(i) any other activity affecting the Power Assets or the Transmission Business within the jurisdiction of any Governmental Authority pursuant to Environmental Laws.

The indemnity contained herein as it applies to bondholders will be subject to the terms of Section 10.1.

Section 19.3 Survival

The provisions of this Article 19 will survive the termination or discharge of this indenture and the payment of all indebtedness arising in respect to the Bonds.

ARTICLE 20
EXECUTION

Section 20.1 Counterparts

This indenture may be executed in several counterparts, each of which so executed will be deemed to be an original, and such counterparts together will constitute one and the same instrument.

Section 20.2 Successors and Assigns

The protective provisions of this indenture will enure to the benefit of, and be binding upon, the parties and their respective successors and, in the case of the Trustee, assigns, including any company that acquires all or substantially all of the corporate trust business of the Trustee and assumes its obligations hereunder and under the Security Agreements. Any assignment by the Trustee, subject to Section 14.1 will be effective without the necessity for any further notice or advice to or approval of the parties hereto and without any further act or formality whatsoever.

IN WITNESS WHEREOF the parties hereto have executed this Indenture.

GREAT LAKES POWER LIMITED

By: _____

Name: Patricia Bood

Title: Vice-President and Secretary

By: _____

Name:

Title:

CIBC MELLON TRUST COMPANY

By: _____
Authorized Signatory

By: _____
Authorized Signatory

SCHEDULE "A"
To Deed of Trust
Transmission Property Rights - fee simple

THIRD LINE SUBSTATION (TARENTORUS 19)

1. **PIN 31563-0092(LT)** - Lot 66, Registrar's Compiled Plan H739, Tarentorus Section 19, Sault Ste. Marie.

FOURTH LINE PROPERTY

2. **PIN 31564-0058(LT)** - Part of Lot 38, Registrar's Compiled Plan H741, Tarentorus Section 18, as in T220780 (Schedule A 14thly), Sault Ste. Marie.

FIFTH LINE PROPERTY (TARENTORUS 18)

3. **PIN 31564-0101(LT)** - Lot 54, Registrar's Compiled Plan H741, Tarentorus Section 18, together with T220780, Sault Ste. Marie.

TARENTORUS - SECTION 21

4. **PIN 31506-0125(LT)** - Parcel 3329, Algoma West Section, being Part of Section 21, Tarentorus, as in LT29593 amended by LT32324, except LT30035 and Lots 1, 4 and 6, Expropriation Plan M-258, subject to LT40165 and LT70999, Sault Ste. Marie.

5. **PIN 31506-0126(LT)** - Parcel 3385, Algoma West Section, being Part of Section 21, Tarentorus, as in LT30035, except Lot 2, Expropriation Plan M-258, Sault Ste. Marie.

PENNEFATHER

6. **PIN 31350-0100(LT)** - Part of Section 24, Township of Pennefather as in T220780.

FENWICK

7. **PIN 31346-0082(LT)** - Lot 21, Registrar's Compiled Plan H-812, subject to RB640 and T-15805, District of Algoma.

TILLEY

8. **PIN 31302-0339(LT)** - Part of Section 36 Tilley, designated as Part 1 on Plan 1R-3450, subject to BC97, District of Algoma

D.A. WATSON TRANSMISSION STATION HIGH FALLS SUBSTATION

9. **PIN 31176-0002(LT)** - Parcel 423, Algoma Central Railway Lands, Township of Naveau, designated as Parts 1, 2 and 3, Plan 1R-9587 except an area of land containing 11 acres more or less being a right-of-way for power transmission line of the Great Lakes Power Company; subject to LT68364, LT26454 and LT113588, Michipicoten.

GARTSHORE TRANSMISSION STATION

10. **PIN 31231-0019(LT)** - Surface rights only, all of location CL 13852, designated as Part 1, Plan 1R-11005, Township of Peever, District of Algoma as in Crown Patent AL18166.

ECHO RIVER TRANSMISSION STATION

11. **PIN 31473-0101(LT)** - Part of Lots 24 and 37, RCP H766, as in T266124 and Parts 1 and 2, Plan 1R-5849, Macdonald, Meredith, Aberdeen Additional.

SCHEDULE B

MATERIAL CONTRACTS

1. Reciprocal Agreement.

2. Operation, Maintenance and Administration Agreement.

3. Connection Facilities Agreement between Hydro One Networks Inc. and Great Lakes Power Limited Transmission Division dated July 1, 2002.

SCHEDULE "C"

SUBORDINATION AND POSTPONEMENT AGREEMENT

THIS SUBORDINATION AND POSTPONEMENT AGREEMENT is made as of the • day of • in favour of CIBC Mellon Trust Company, as trustee for and on behalf of each of the holders of Bonds from time to time under the Trust Indenture (the "Trustee"), by Great Lakes Power Limited (including its successors by amalgamation or otherwise, the "Debtor") and • **[Note: identify Affiliate]** (including its successors by amalgamation or otherwise, the "Subordinate Creditor");

WHEREAS pursuant to a deed of trust dated as of March ___, 2008 (such deed of trust and all further amendments, supplements (including all supplemental indentures), modifications, restatements and replacements entered into from time to time being referred to herein as the "Trust Indenture") between the Debtor and the Trustee, the Trustee is empowered and directed to hold the benefit of the Senior Security for and on behalf of the holders of Bonds;

AND WHEREAS the Subordinate Creditor has agreed to unconditionally and irrevocably subordinate and postpone the Subordinate Obligations (as hereinafter defined) to the indefeasible repayment in full by the Debtor of the Senior Debt (as hereinafter defined);

NOW THEREFORE for good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the parties hereto make the following covenants, acknowledgments and agreements.

1. **Defined Terms:** Capitalized terms used but not defined elsewhere in this Agreement (including the recitals hereto) shall have the following meanings and if not defined in this Section 1, shall have the meanings ascribed to them in the Trust Indenture:

(a) "Senior Debt" means all indebtedness, liabilities and obligations, of any nature or kind, present or future, direct or indirect, absolute or contingent, whether as primary debtor or surety, matured or not and at any time owing by the Debtor to the Senior Lenders pursuant to the Trust Indenture and the Senior Security;

(b) "Senior Security" means all liens, charges, pledges, security interests and other security agreements of any nature or kind, now or hereafter granted by the Debtor to the Senior Lenders through assignment or otherwise which secures payment of the Senior Debt;

(c) "Senior Lenders" means, collectively, the Trustee and the holders of Bonds (whether Senior Bonds or Subordinate Bonds); and

(d) "Subordinate Obligations" means all indebtedness, liabilities and obligations, of any nature or kind, present or future, matured or not and at any time owing by the Debtor to the Subordinate Creditor in respect of • **[Note: Contractual agreements to be identified.]**.

2. **Subordination and Postponement**: Except as provided in Section 3 below, the Debtor and the Subordinate Creditor hereby covenant and agree that all Subordinate Obligations are hereby unconditionally and irrevocably deferred, postponed and subordinated in all respects to the prior indefeasible repayment in full by the Debtor of all the Senior Debt.

Without limiting the generality of the foregoing, the deferment, postponement and subordination of the Subordinate Obligations contained herein shall be effective notwithstanding:

(a) the dates of any advances secured by the Senior Security;

(b) the dates of default or the date or dates of crystallization of any floating charge under the Senior Security; and

(c) the rules of priority established under applicable law.

3. **Repayment of Subordinate Obligations**: Until the Senior Debt has been indefeasibly paid in full and the Trust Indenture has been terminated, no direct or indirect, distribution, payment (including, but not limited to, principal, interest and fees), prepayment or repayment on account of, or other distribution in respect of, the Subordinate Obligations shall be made by, or on behalf of, the Debtor or received by, or on behalf of, the Subordinate Creditor, except for those payments expressly permitted in this Section 3. Notwithstanding the foregoing, the Debtor may (i) make payments on the Subordinated Obligations, or (ii) exercise rights of set-off in respect of the Subordinate Obligations, or (iii) make payments on the Subordinate Obligations by way of issuance of shares in the Debtor, so long as in each case any such payment constitutes a Distribution that is permitted to be made pursuant to the terms of the first sentence of Section 6.21 of the Trust Indenture.

4. **Restriction on Enforcement**: The Subordinate Creditor shall not take any steps or actions of any nature or kind to enforce payment of the Subordinate Obligations (including, without limitation, notice of default, demand for payment, rights of set-off (subject to set-off being permitted if exercised in accordance with the terms of the last sentence of Section 3 hereof), commencement of bankruptcy proceedings, foreclosure, sale, power of sale, taking of possession, giving in payment, appointing or making application to a court for an order appointing an agent or a receiver or receiver-manager by any other means of enforcement thereof) unless the Senior Debt has been indefensibly paid in full and the Trust Indenture has been terminated.

5. **Subordinate Security**: The Subordinate Creditor and the Debtor each acknowledges that the Subordinate Creditor has not been granted any security from the Debtor to secure the Subordinated Debt. The Subordinate Creditor covenants in favour of the Senior Lenders that during the term of this Agreement it will not take from the Debtor security for the payment of or performance of obligations in respect of the Subordinate Obligations. The Debtor covenants in favour of the Senior Lenders that during the term of this Agreement, it will not deliver to the Subordinate Creditor any security for the payment of or performance of obligations in respect of the Subordinate Obligations.

6. **No Objection**: The Subordinate Creditor shall not take, or cause or permit any other person to take on its behalf, any steps whatsoever whereby the priority or validity of any of the Senior Security or the rights of the Senior Lenders hereunder or under the Trust Indenture shall be

delayed, defeated, impaired or diminished, and without limiting the generality of the foregoing, the Subordinate Creditor shall not challenge, object to, compete with or impede in any manner any act taken or proceeding commenced by the Senior Lenders in connection with the enforcement by the Senior Lenders of the Senior Security.

7. **Application of Proceeds**: The Subordinate Creditor and the Debtor acknowledge that all and every part of the Senior Security is held by the Senior Lenders as security for all and every part of the Senior Debt and the Senior Lenders may apply as a permanent reduction any monies received, whether from the enforcement of and realization upon any or all of the Senior Security or otherwise, to any part of the Senior Debt as the Senior Lenders, in their sole discretion, may determine appropriate.

8. **Liquidation, Dissolution, Bankruptcy, etc.**:

(a) In the event of distribution, division or application, partial or complete, voluntary or involuntary, by operation of law or otherwise, of all or any part of the assets of the Debtor, or the proceeds thereof, to creditors in connection with the bankruptcy, liquidation or winding-up of the Debtor or in connection with any composition with creditors or scheme of arrangement to which the Debtor is a party, the Senior Lenders shall be entitled to receive payment in full (including interest accruing to the date of receipt of such payment at the applicable rate whether or not allowed as a claim in any such proceeding) of the Senior Debt before the Subordinate Creditor is entitled to receive any direct or indirect payment or distribution of any cash or other assets of the Debtor on account of the Subordinate Obligations, and the Senior Lenders shall be entitled to receive directly, for application in payment of such Senior Debt (to the extent necessary to pay all Senior Debt in full after giving effect to any substantially concurrent payment or distribution to the Senior Lenders in respect of the Senior Debt), any payment or distribution of any kind or character, whether in cash or other assets, which shall be payable or deliverable upon or with respect to the Subordinate Obligations. To the extent any payment of Senior Debt (whether by or on behalf of the Debtor, as proceeds of security or enforcement of any right of set-off or otherwise) is declared to be a fraudulent preference or otherwise preferential, set aside or required to be paid to a trustee, receiver or other similar person under any bankruptcy, insolvency, receivership or similar law, then if such payment is recoverable by, or paid over to, such trustee, receiver or other person, the Senior Debt or part thereof originally intended to be satisfied shall be deemed to be reinstated and outstanding as if such payment had not occurred.

(b) In order to enable the Senior Lenders to enforce their rights hereunder in any of the actions or proceedings described in this Section 8, upon the failure of the Subordinate Creditor to make and present on a timely basis a proof of claim against the Debtor on account of the Subordinate Obligations or other motion or pleading as may be expedient or proper to establish the Subordinate Creditor's entitlement to payment of any Subordinate Obligations, the Trustee for and on behalf of the other Senior Lenders is hereby irrevocably authorized and empowered, in its discretion and at its sole expense, to make and present for and on behalf of the Subordinate Creditor such proofs of claims or other motions or pleadings and to demand, receive and collect

any and all dividends or other payments or disbursements made thereon in whatever form the same may be paid or issued and to apply the same on account of the Senior Debt. The Subordinate Creditor hereby covenants and agrees not to exercise any voting right or other privilege that it may have from time to time in any of the actions or proceedings described in this Section 8 in favour of any plan, proposal, compromise, arrangement or similar transaction that would defeat: (i) the right of the Senior Lenders to receive payments and distributions otherwise payable or deliverable upon or with respect to the Subordinate Obligations so long as any Senior Debt remains outstanding; or (ii) the obligation of the Subordinate Creditor to receive, hold in trust, and pay over to the Senior Lenders certain payments and distributions as contemplated by Section 9.

9. **Payments Received by the Subordinate Creditor**: If, prior to the indefeasible payment in full of the Senior Debt, the Subordinate Creditor or any person on its behalf shall receive any payment from or distribution of assets of the Debtor or on account of the Subordinate Obligations in contravention of Section 3, then the Subordinate Creditor shall, and shall cause such other person to, receive and hold such payment or distribution in trust for the benefit of the Senior Lenders and promptly pay the same over or deliver same to the Trustee in precisely the form received by the Subordinate Creditor or such other person on its behalf (except for any necessary endorsement or assignment) and such payment or distribution shall be applied by the Trustee to the repayment of the Senior Debt in such manner as it shall see fit.

10. **Senior Lenders' Rights**: The Subordinate Creditor agrees that the Senior Lenders shall be entitled to deal with the Senior Security as they see fit and nothing herein shall prevent, restrict or limit the Senior Lenders in any manner from exercising all or any part of their rights and remedies otherwise permitted by applicable law upon any default under the Senior Security, and without limiting the generality of the foregoing, the Subordinate Creditor agrees that:

(a) the Senior Lenders, in their absolute discretion or in the absolute discretion of any authorized officer or agent, and without diminishing the obligations of the Subordinate Creditor hereunder, may grant time or other indulgences to the Debtor and any other person or persons now or hereafter liable to the Senior Lenders in respect of the payment of the Senior Debt, and may give up, modify, vary, exchange, renew or abstain from taking advantage of the Senior Security in whole or in part and may discharge any part or parts of or accept any composition or arrangements or realize upon the Senior Security when and in such manner as the Senior Lenders or any authorized officer or agent thereof may think expedient, and in no such case shall the Senior Lenders be responsible for any neglect or omission with respect to the Senior Security or any part thereof;

(b) the Subordinate Creditor shall not be released or exonerated from its obligations hereunder by extension of time periods or any other forbearance whatsoever agreed to be the Senior Lenders, whether as to time, performance or otherwise or by any release, discharge, loss or alteration in or dealing with all or any part of the Senior Debt and the Senior Security or any part thereof or by any failure or delay in giving any notice required under this Agreement, the Trust Indenture, Senior Debt or Senior Security or any part thereof, the waiver by the Senior Lenders of compliance with

any conditions precedent to any advance of funds, or by any modification or alteration of the Trust Indenture, Senior Debt or Senior Security or any part thereof, or by anything done, suffered or permitted by the Senior Lenders, or as a result of the method or terms of payment under the Senior Debt or Senior Security or any part thereof or any assignment or other transfer of all or any part of the Trust Indenture, Senior Debt or Senior Security or any part thereof;

(c) the Senior Lenders shall not be bound to seek or exhaust any recourse against the Debtor or any other person or against the property or assets of the Debtor or any other person or against any security, guarantee or indemnity before being entitled to the benefit of the Subordinate Creditor's obligations hereunder and the Senior Lenders may enforce the various remedies available to them and may realize upon the various security documents, guarantees and indemnities or any part thereof, held by them in such order as the Senior Lenders may determine appropriate;

(d) the Subordinate Creditor is fully responsible for acquiring and updating information relating to the financial condition of the Debtor and all circumstances relating to the payment or non-payment of the Subordinate Obligations;

(e) the Senior Lenders shall not be required to marshall in favour of the Subordinate Creditor or any other person the Senior Security or any other securities or any moneys or other assets which the Senior Lenders may be entitled to receive or upon which the Senior Lenders may have a claim; and

(f) the Senior Lenders shall be entitled to advance their own monies as they see fit in order to preserve or protect the assets of the Debtor or any part thereof, and all such sums advanced pursuant to the Trust Indenture or the Senior Security or any other agreement between the Debtor and the Senior Lenders to the extent reasonably advanced to preserve and protect the assets of the Debtor or any part thereof, shall constitute part of the Senior Debt and shall be secured by the Senior Security.

11. **No Waiver of Subordination Provisions:** No right of the Senior Lenders to enforce the subordination as provided in this Agreement shall at any time in any way be prejudiced or impaired by any act or failure to act on the part of the Debtor or by any act or failure to act by the Senior Lenders or any agent of or trustee for the Senior Lenders, or by any non-compliance by the Debtor with any of the agreements or instruments relating to the Subordinate Obligations or the Senior Debt, regardless of any knowledge thereof which the Senior Lenders may have or be otherwise charged with. Without limitation of the foregoing, but in no way relieving the Debtor of its obligations under this Agreement, the Senior Lenders may, at any time and from time to time, without the consent of the Subordinate Creditor and without impairing or releasing the subordination and other benefits provided in this Agreement or the obligations hereunder of the Subordinate Creditor to the Senior Lenders, do any one or more of the following:

(a) amend, supplement, modify, restate or replace the Trust Indenture or any of the Senior Security;

(b) sell, exchange, release, surrender, realize upon, enforce or otherwise deal with in any manner any assets pledged or mortgaged for or otherwise securing the Senior Debt or

any liability of the Debtor or any liability incurred directly or indirectly in respect thereof;

(c) settle or compromise any Senior Debt or any other liability of the Debtor (other than the Subordinate Obligations) or any security thereof or any liability incurred directly or indirectly in respect thereof, and apply any sums by whomsoever paid and however realized to the Senior Debt in any manner or order; and

(d) fail to take or to record or otherwise perfect or to preserve the perfection of any liens or security interest securing the Senior Debt, exercise or delay in or refrain from exercising any right or remedy against the Debtor and elect any remedy and otherwise deal freely with the Debtor.

No loss of or in respect of any of the Senior Security or otherwise or any carelessness or neglect by the Senior Lenders in asserting their rights or any other thing whatsoever, including without limitation the loss by operation of law of any right of the Senior Lenders against the Debtor or the loss or destruction of any security, shall in any way impair or release the subordination and other benefits provided by this Agreement.

12. **Waivers of the Subordinate Creditor**: The Subordinate Creditor agrees that the Senior Lenders have made no representations or warranties with respect to the due execution, legality, validity, completeness or enforceability of any agreement or instrument relating to the Trust Indenture or the Senior Debt or the collectibility of the Senior Debt, that the Senior Lenders shall be entitled to manage and supervise their indebtedness and other financial accommodation to the Debtor in accordance with applicable law and their usual practices, modified from time to time as they deem appropriate under the circumstances, or otherwise, without regard to the existence of any rights that the Subordinate Creditor may now or hereafter have in or to any of the assets of the Debtor, and that the Senior Lenders shall have no liability to the Subordinate Creditor for, and the Subordinate Creditor hereby waives any claims which the Subordinate Creditor may now or hereafter have against the Senior Lenders out of, any and all actions which the Senior Lenders take or omit to take (including, without limitation, actions with respect to the creation, perfection or continuation of liens or security interest in any assets at any time securing payment of the Senior Debt, actions with respect to the occurrence of any default under any agreement or instrument relating to the Senior Debt, action with respect to the release or depreciation of, or failure to realize upon, any assets securing payment of the Senior Debt and actions with respect to the collection of any claims or all or any part of the Senior Debt from any account debtor, guarantor or any other person) with respect to the Senior Debt and any agreement or instrument related thereto or with respect to the collection of the Senior Debt or the valuation, use, protection or release of any assets securing payment of the Senior Debt.

13. **No Release**: This Agreement shall remain in full force and effect without regard to, and the obligations of the Subordinate Creditor hereunder shall not be released or otherwise affected or impaired by:

(a) any exercise or non-exercise by the Senior Lenders of any right, remedy, power or privilege in the Trust Indenture or the Senior Security;

(b) any waiver, consent, extension, indulgence or other action, inaction or omission by the Senior Lenders under or in respect of this Agreement, the Trust Indenture or the Senior Security;

(c) any default by the Debtor under, any limitation on the liability of the Debtor on the method or terms of payment under, or any irregularity or other defect in, the Trust Indenture, the Senior Security, other than to the extent of any invalidity or unenforceability of any Senior Security;

(d) the lack of authority or revocation hereof by any other party;

(e) the failure of the Senior Lenders to file or enforce a claim of any kind;

(f) any defence based upon an election of remedies by the Senior Lenders which destroys or otherwise impairs the subrogation rights of the Subordinate Creditor or the right of the Subordinate Creditor to proceed against the Debtor for reimbursement, or both;

(g) any merger, consolidation or amalgamation of the Subordinate Creditor or the Debtor into or with any other person; or

(h) any insolvency, bankruptcy, liquidation, reorganization, arrangement, composition, winding-up, dissolution or similar proceeding involving or affecting the Subordinate Creditor or the Debtor.

14. **No Rights to Debtor:** Nothing in this Agreement shall create any rights in favour of, or obligations to the Debtor and the covenants and agreements of the Senior Lenders and the Subordinate Creditor shall not be enforceable by the Debtor. No consent of the Debtor shall be necessary for any amendment to this Agreement by the Senior Lenders and the Subordinate Creditor affecting the covenants between the Senior Lenders and the Subordinate Creditor, provided that the Debtor shall not be bound to give effect to any such amendments until the Debtor receives a copy thereof signed by the Subordinate Creditor and acknowledged by the Trustee and the Debtor shall have no liability for any distributions or payments that are permitted under this Agreement but are not permitted under any such amendment where any such distributions or payments are made prior to actual receipt of any such amendment.

15. **Further Assurances**: The parties hereto shall forthwith, and from time to time, execute and do all deeds, documents and things which may be necessary or advisable, in the reasonable opinion of the Senior Lenders' counsel, to give full effect to the postponement and subordination of the Subordinate Obligations, and the rights and remedies of the Subordinate Creditor thereunder to the Senior Debt and the Senior Security, and the rights and remedies of the Senior Lenders thereunder, in accordance with the intent of this Agreement.

16. **Successors and Assigns**:

(a) This Agreement is binding upon the Senior Lenders, the Subordinate Creditor and the Debtor and their respective successors and assigns and, subject to subsection

16(b) below, shall enure to the benefit of the Senior Lenders, the Subordinate Creditor, the Debtor, and their respective successors and permitted assigns.

(b) The Subordinate Creditor shall not be entitled to assign all or any part of its rights and obligations under this Agreement or the Subordinate Obligations unless any prospective assignee enters into an assumption agreement in which it agrees to be bound by the terms of this Agreement as if an original party thereto.

Except in accordance with subsections 16(a) and 16(b) hereof, third parties shall have no rights or benefits under this Agreement.

17. **Rights Accruing to Bondholders.** All rights and benefits provided to the Senior Lenders under this Agreement shall be for the benefit of the holders of the Bonds (along with the Trustee) despite such bondholders not being signatories to this Agreement.

18. **Entire Agreement; Severability:** This Agreement contains the entire subordination agreement among the parties hereto with respect to the obligations, liabilities and assets of the Debtor. If any of the provisions of this Agreement shall be held invalid or unenforceable by any court having jurisdiction, this Agreement shall be construed as if not containing those provisions, and the rights and obligations of the parties hereto should be construed and enforced accordingly.

19. **Acknowledgement**: The Debtor hereby acknowledges receipt of a copy of this Agreement and accepts and further agrees with the Senior Lenders to give effect to all of the provisions of this Agreement subject to Section 14 hereof.

20. **Governing Law**: This Agreement shall be governed and construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

21. **Termination**: This Agreement shall otherwise terminate upon the earlier of:

(a) the repayment in full of the Senior Debt; and

(b) the written agreement of the Trustee and the Subordinate Creditor.

22. **Counterparts**: This Agreement may be executed in any number of counterparts, which when taken together shall constitute one and the same agreement.

IN WITNESS WHEREOF the parties hereto have executed this agreement as of the date first written above.

[AFFILIATE]

By: _____
Name:
Title:

By: _____
Name:
Title:

GREAT LAKES POWER LIMITED

By: _____

By: _____

SCHEDULE "D"
to Deed of Trust

TRANSMISSION PROPERTY RIGHTS

PART I – Unregistered Leases, Rights-of-Way, Rights of Occupation:

Each of the following agreements as renewed, amended, assigned, assumed, restated and/or replaced from time to time:

1. Memorandum of Agreement for Electrical Transmission Facilities dated January 1, 2001 between Her Majesty The Queen in right of the Province of Ontario, as represented by the Minister of Natural Resources, and Great Lakes Power Limited.

2. License Agreement made as of November 1, 1994 between Algoma Central Corporation and Great Lakes Power Limited, which was assigned by Algoma to The Corporation of the City of Sault Ste. Marie.

3. Lease of Right-of-Way dated September 1, 1937 between The Algoma Central and Hudson Bay Railway Company, as lessor, and Great Lakes Power Company Limited, as lessee.

4. Lease of Right-of-Way dated May 1, 1956 between The Algoma Central and Hudson Bay Railway, as lessor, and Great Lakes Power Company Limited, as lessee.

5. Lease of Right-of-Way dated September 1, 1957 between The Algoma Central and Hudson Bay Railway Company, as lessor, and Great Lakes Power Corporation Limited, as lessee.

6. Lease of a Right-of-Way dated March 1, 1958 between The Algoma Central and Hudson Bay Railway Company, as lessor, and Great Lakes Power Corporation Limited, as lessee.

7. Lease of Right-of-Way dated May 1, 1987 between Algoma Central Railway, as lessor, and Great Lakes Power Limited, as lessee.

8. Power Transmission Line Amending Agreement – Transferred Lands dated as of November 12, 2002 between 3011650 Nova Scotia Limited, 2016596 Ontario Inc. and Great Lakes Power Limited.

9. Power Transmission Line Amending Agreement – Transferred Lands dated October 27, 2004 between 3011650 Nova Scotia Limited, Interior Fibre Management Inc. and Great Lakes Power Limited.

10. Agreement dated January 1, 1981 between Algoma Central Railway and Great Lakes Power Limited permitting transmission line on railway property in Sault Ste. Marie in respect of transmission line from Clergue GS to Patrick St. TS.

11. License between Algoma Central Corporation and Great Lakes Power Limited dated as of February 1, 1998.

12. License between Barbara Ellen McLeod and David Foster Hales and Great Lakes Power Limited dated as of January 1, 2001.

13. Agreement/Permit dated July 25th, 1984 between Her Majesty the Queen in right of Canada, as represented by the Minister of Indian Affairs and Northern Development, and Great Lakes Power Corporation Limited in respect of constructing, operating and maintaining transmission lines on lands in Rankin Location Indian Reserve No. 15D.

14. 230 KV Right-of-Way Permit effective January 1, 1997 between Her Majesty The Queen in Right of Canada, 1228185 Ontario Limited and Great Lakes Power Limited in respect of transmission lines on lands in Garden River Indian Reserve No. 14.

15. All permits and agreements owned by the Company relating to the crossing by the Transmission Assets over lands, including wire crossing permits authorizing aerial crossings over railway lands, rivers and roads.

SCHEDULE "D"
to Deed of Trust
Land Titles Pins

Part II - Registered Easements, Leases, Rights-of-Way and Rights of Occupation

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
		115 KV LINE	
		MCMURRAY/LENDRUM	
1.	31169-2205(LT) 31169-2206(LT) 31170-0051(LT)	(a) Instrument LT114012 registered August 13, 1981 is an application to rectify and amend 22697 over Parcel 2236, AWS (b) Caution LT22697 registered April 1, 1939 is an easement from Algoma Ore Properties, Limited to Great Lakes Power Company Limited rectified to be an easement by Instrument LT114012 registered August 13, 1981 over part of mining claim SSM10530 being Part of Part 1, Plan 1R-11226, McMurray	LT113588; LT22697
		NAVEAU	
2.	31176-0001(LT)	Instrument LT56393 registered August 17, 1964 is a lease and grant of right dated December 1, 1963 between The Algoma Central and Hudson Bay Railway Company and Great Lakes Power Corporation Limited over Part of Parcel 12, ACRL	
3.	31176-0001(LT)	(a)Instrument LT114012 registered August 13, 1981 is an application rectifying caution LT26454 to be an easement; (b)Caution LT26454 is ACRL lease and easement dated September 1, 1937 affects Part of Parcel 12, ACRL	LT26454; LT113588
4.	31176-0001(LT)	Instrument number LT218245 registered June 5, 1998 is an easement from Middle North Contracting Ltd. to Great Lakes Power Limited over Part of Parcel 12, ACRL	

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
		NEBONAIONQUET	
5.	31177-0001(LT)	(a) Instrument LT114012 registered August 13, 1981 is an application rectifying caution LT26454 to be an easement; (b) Caution LT26454 is ACRL lease and easement dated September 1, 1937 affects Part of Parcel 37, ACRL	LT113588; LT26454
6.	31177-0015(LT)	Instrument LT29914 registered June 5, 1952 is an easement from Olaf Palmgren to Great Lakes Power Corporation Limited over Part of Parcel 1700, AWS, Nebonaionquet	LT113588
		RESTOULE	
7.	31186-0001(LT)	(a) Instrument LT114012 registered August 13, 1981 is an application rectifying caution LT26454 to be an easement; (b) Caution LT26454 is ACRL lease and easement dated September 1, 1937 affects Part of Parcel 9, ACRL	LT113588; LT26454
		BULLOCK	
8.	31209-0001(LT)	(a) Instrument LT114012 registered August 13, 1981 is an application rectifying caution LT26454 to be an easement; (b) Caution LT26454 is ACRL lease and easement dated September 1, 1937 affects Part of Parcel 38, ACRL	LT113588; LT26454
		GREENWOOD	
9.	31218-0001(LT)	(a) Instrument LT114012 registered August 13, 1981 is an application rectifying caution LT26454 to be an easement; (b) Caution LT26454 is ACRL lease and easement dated September 1, 1937 affects Part of Parcel 11, ACRL	LT113588; LT26454
		LARSON	
10.	31223-0020(LT)	(a) Instrument LT114012 registered August 13, 1981 is an application rectifying caution LT26454 to be an easement; (b) Caution LT26454 is ACRL lease and easement dated September 1, 1937 over Part of Index Plan ACR 25 and 26 being part of the Township of Larson as in LT26454	LT26454; LT113588

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
		HOME	
11.	**31230-0001(LT)**	(a) Instrument LT114012 registered August 13, 1981 is an application rectifying caution LT26454 to be an easement; (b) Caution LT26454 is ACRL lease and easement dated September 1, 1937 affects Part of Parcel 24, ACRL	**LT26454; LT113588**
		TOLMONEN	
12.	**31234-0001(LT)**	(a) Instrument LT114012 registered August 13, 1981 is an application rectifying caution LT26454 to be an easement; (b) Caution LT26454 is ACRL lease and easement dated September 1, 1937 affects Part of Parcel 30, ACRL	**LT113588; LT26454**
		TRONSEN	
13.	**31235-0001(LT)**	(a) Instrument LT114012 registered August 13, 1981 is an application rectifying caution LT26454 to be an easement; (b) Caution LT26454 is ACRL lease and easement dated September 1, 1937 affects Part of Parcel 28, ACRL	**LT113588; LT26454**
		ARCHIBALD:	
14.	**31301-0053(LT)**	Instrument CG12 registered October 1, 1931 is an easement from Wells-Higman Company to The Algoma District Power Company Limited over part of Lot 12, Concession 4, Archibald.	**T220780; T445270**
15.	**31301-0053(LT)**	Instrument CG13 registered July 10, 1934 is an easement from Thomas J. McCauley and Sarah M. McCauley to The Algoma District Power Company Limited over Part of Lots 11 and 12, Concession 6 and Part of Lot 12, Concession 5, Archibald.	**T220780; T445270**
16.	**31301-0053(LT)**	Instrument T10631 registered June 25, 1957 is an easement from Belco Timber Co. Limited to Great Lakes Power Corporation Limited over Part Lot 12, Concession 5, Archibald.	**T220780; T445270**

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
17.	31301-0053(LT)	Instrument T10632 registered June 25, 1957 is an easement from Belco Timber Co. Limited to Great Lakes Power Corporation Limited over part of Lot 11, Concession 6, Archibald.	T220780; T445270
18.	31301-0053(LT)	Instrument T10633 registered June 25, 1957 is an easement from Belco Timber Co. Limited to Great Lakes Power Corporation Limited over Part of Lot 12, Concession 6, Archibald.	T220780; T445270
19.	31301-0053(LT)	Instrument T39697 registered July 13, 1961 is an easement from Roddis Lumber and Veneer Co. of Canada Limited to Great Lakes Power Corporation Limited over Part Lot 12, Concession 4, Archibald.	T220780; T445270
		TILLEY:	
20.	31302-0393(LT)	Instrument BC78 registered October 1, 1931 is an easement from Wells-Higman, Company to The Algoma District Power Company Limited over Part of Sections 13 and 24, Tilley.	T220780; T445270
21.	31302-0208(LT) 31302-0396(LT)	Instrument BC79 registered October 1, 1931 is an easement from Christina S. Seymour to The Algoma District Power Company Limited over Part of the S½ of the SW¼ of Section 25, Tilley.	T220780; T445269; T445270
22.	31302-0209(LT)	Instrument KB1170 registered July 10, 1934 is an easement from Thomas J. McCauley and Sarah M. McCauley to The Algoma District Power Company Limited over Part of Section 25 (known as the Begley Copper location), Tilley.	T220780; T445269; T445270
23.	31302-0208(LT)	Instrument BC96 registered August 24, 1934 is an easement from William Jackson Torrance and Isabelle Mary Torrance to Great Lakes Power Company Limited over Part N ½ of the NW¼ of Section 25, Tilley.	T220780; T445269; T445270
24.	31302-0333(LT) 31302-0334(LT) 31302-0335(LT) 31302-0338(LT) 31302-0340(LT)	Instrument BC97 registered October 1, 1934 is an easement from John B. Cochrane Executor of J.C.T. Cochrane to The Algoma District Power Company Limited over Part of Section 36, Tilley.	T220780; T445269; T445270

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
25.	31302-0209(LT)	Instrument T12284 registered September 23, 1957 is an easement from Ethel H. Holgate to Great Lakes Power Corporation Limited over Part of the Begley Copper Location within Section 25, Tilley.	T445269; T445270
26.	31302-0393(LT)	Instrument T39698 registered July 13, 1961 is an easement from Roddis Lumber and Veneer Co. of Canada Limited to Great Lakes Power Corporation Limited over Part of Section 24, Tilley.	T445269; T445270
27.	31302-0393(LT)	Instrument T39699 registered July 13, 1961 is an easement from Roddis Lumber and Veneer Co. of Canada Limited to Great Lakes Power Corporation Limited over Part of Section 13, Tilley.	T445269; T445270
28.	31302-0396(LT) 31302-0208(LT)	Instrument T48442 registered August 10, 1962 is an easement from William Jackson Torrance and Isabelle Mary Torrance to Great Lakes Power Corporation Limited over Part N½ of the NW¼ of Section 25, and Part of the south Part of Section 25, Tilley.	T445269; T445270
29.	31302-0340(LT) 31302-0338(LT) 31302-0333(LT) 31302 0334(LT) 31302-0335(LT)	Instrument T91892 registered February 13, 1968 is an easement from Canada Permanent Trust Company, Executor of the Estate of J.C.T. Cochrane to Great Lakes Power Corporation Limited over Part of Section 36, Tilley.	T445269; T445270
		HAVILLAND:	
30.	31306-0374(LT)	Instrument XC226 registered November 30, 1951 is an easement from Humphrey S. Gray and Eleanor Goodenough Gray to Great Lakes Power Company, Limited over part of Broken Section 1, Havilland.	T220780; T445270
31.	31306-0370(LT)	Instrument T12798 registered October 24, 1957 is an easement from Orvil Calvert and Ada M. Calvert to Great Lakes Power Corporation Limited over part of Lot 4, Plan H-413, Havilland.	T445269; T445270
32.	31306-0368(LT)	Instrument T12840 registered October 28, 1957 is an easement from Stanley Kosek and Helena Kosek to Great Lakes Power Corporation Limited over Part of the N½ of Lot 2, Plan H-413, Havilland.	T445269; T445270

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
33.	31306-0367(LT)	Instrument T13187 registered November 19, 1957 is an easement from Arthur J. Valenti and Virginia Valenti to Great Lakes Power Corporation Limited over Part of Lot 1, Plan H-413, Havilland.	T445269; T445270
34.	31306-0372(LT)	Instrument T13371 registered December 3, 1957 is an easement from Eber Charles Roberts and Elizabeth Roberts to Great Lakes Power Corporation Limited over Part of Lot 6, Plan H-413, Havilland.	T445269; T445270
35.	31306-0374(LT)	Instrument T13647 registered December 24, 1957 is an easement from Virginia Hetler Globensky and Herbert E. McCauley to Great Lakes Power Corporation Limited over parts of Block D, Plan H-413, Havilland.	T445269; T445270; T467856
36.	31306-0374(LT)	Instrument T13648 registered December 24, 1957 is an easement from Virginia Hetler Globensky and Herbert E. McCauley to Great Lakes Power Corporation Limited over Part of Section 1, Havilland.	T445269; T445270
37.	31306-0366(LT)	Instrument T13649 registered December 24, 1957 is an easement from Virginia Hetler Globensky and Herbert E. McCauley to Great Lakes Power Corporation Limited over Part of Block A, Plan H-413, Havilland.	T445269; T445270
38.	31306-0369(LT) 31306-0370(LT)	Instrument T13839 registered January 9, 1958 is an easement from Leslie W. Gump and Irma O. Gump to Great Lakes Power Corporation Limited over part of Lot 3, Plan H -413, Havilland.	T445269; T445270
39.	31306-0371(LT)	Instrument T17130 registered July 17, 1958 is an easement from Richard N. Heywood and Orpha Heywood to Great Lakes Power Corporation Limited over part of Lot 5, Plan H-413, Havilland.	T445269; T445270
40.	31306-0368(LT)	Instrument T47082 registered June 19, 1962 is an easement from Thomas Stocco and Rina Stocco to Great Lakes Power Corporation Limited over part of the S½ of Lot 2, Plan H-413, Havilland.	T445269; T445270

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
		TUPPER:	
41.	31307-0061(LT)	Instrument TU12 registered October 1, 1931 is an easement from Samuel Bennett to The Algoma District Power Company Limited over Part S½ of the S½ of Lot 11, Concession 1, Tupper.	T220780; T445269; T445270
42.	31307-0060(LT)	Instrument TU13 registered July 10, 1934 is an easement from Wells-Higman Company to The Algoma District Power Company Limited over Part of Lots 11 and 12, Concession 3 and a part of Lot 12 in the 4th, 5th & 6th Concessions, Tupper.	T220780; T445270
43.	31307-0061(LT)	Instrument TU14 registered August 22, 1934 is an easement from Elmer E. Weed, Lizzie Weed, Joseph E. Devine, Alice E. Devine, Henry J. Vinkemulder, Belle B. Vinkemulder, Thomas J. McCauley and Sarah M. McCauley to Great Lakes Power Company Limited over part of the N½ of S½ and the N½ of Lot 11, Concession 1 and part of Lot 11, Concession 2, Tupper.	T220780; T445269; T445270
44.	31307-0061(LT)	Instrument T12292 registered September 23, 1957 is an easement from Frank M. Lasook and William Smith and Doreen E. Lasook and Annie Smith to Great Lakes Power Corporation Limited over Part of the S½ of the S½ of Lot 11, Concession 1, Tupper.	T445269; T445270
45.	31307-0061(LT)	Instrument T34321 registered November 7, 1960 is an easement from Algoma Forest Products Limited to Great Lakes Power Corporation Limited over part of the N½ of the NW¼ of Section 6, part of Lot 11, Concession 1, and part of Lot 11, Concession 2, Tupper.	T445269; T445270
46.	31307-0060(LT)	Instrument T39695 registered July 13, 1961 is an easement from Roddis Lumber and Veneer Co. of Canada Limited to Great Lakes Power Corporation Limited over part of Lot 12, Concession 3, Tupper.	T445269; T445270
47.	31307-0060(LT)	Instrument T39696 registered July 13, 1961 is an easement from Roddis Lumber and Veneer Co. of Canada Limited to Great Lakes Power Corporation Limited over part of Lot 11, Concession 3, Tupper.	T445269; T445270

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
48.	31307-0060(LT)	Instrument T39700 registered July 13, 1961 is an easement from Roddis Lumber and Veneer Co. of Canada Limited to Great Lakes Power Corporation Limited over part of Lot 12, Concession 6, Tupper.	T445269; T445270
49.	31307-0060(LT)	Instrument T39701 registered July 13, 1961 is an easement from Roddis Lumber and Veneer Co. of Canada Limited to Great Lakes Power Corporation Limited over Part of Lot 12, Concession 4, Tupper.	T445269; T445270
50.	31307-0060(LT)	Instrument T39702 registered July 13, 1961 is an easement from Roddis Lumber and Veneer Co. of Canada Limited to Great Lakes Power Corporation Limited over Part of Lot 12, Concession 5, Tupper.	T445269; T445270
		VAN KOUGHNET:	
51.	31344-0143(LT) 31344-0144(LT) 31344-0145(LT) 31344-0151(LT)	Instrument LC276 registered July 10, 1934 is an easement from James Nelson McAuley and Robina McAuley to The Algoma District Power Company Limited over Part of the NW¼ of Section 18, Van Koughnet.	T220780; T445270
52.	31344-0135(LT) 31344-0134(LT)	(a) Instrument LC277 registered July 10, 1934 is an easement from Thomas J. McCauley and Sarah M. McCauley to Great Lakes Power Corporation Limited over Part of the N½ of the NW¼ of Section 6, Van Koughnet. (b) Instrument LC277 registered July 10, 1934 is an easement from Thomas J. McCauley and Sarah M. McCauley Great Lakes Power Corporation Limited over Part of the W½ of the SW¼ of Section 18, Van Koughnet.	T220780; T445270
53.	31344-0162(LT) 31344-0163(LT)	Instrument LC278 registered July 10, 1934 is an easement from Peter A. Jones, Agness Jones and Francis McKie to The Algoma District Power Company Limited over part of the W½ of the SW¼ of Section 7, Van Koughnet.	T220780; T445270
54.	NOT PINNED	Instrument LC281 registered August 22, 1934 is an easement from Elmer E. Weed, Lizzie Weed, Joseph E. Devine, Alice E. Devine, Henry J. Vinkemulder, Belle B. Vinkemulder, Thomas J. McCauley and Sarah M. McCauley to Great Lakes Power Company Limited over part of the NW corner of the E½ of Section 6, Van Koughnet.	T220780; T445270

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
55.	31344-0176(LT)	Instrument LC411 registered May 18, 1949 is an easement from Thomas Twancheek to The Algoma District Power Company Limited over part of the W½ of the NW¼ of Section 7, Van Koughnet.	T220780; T445270
56.	31344-0162(LT) 31344-0163(LT)	Instrument T8554 registered February 15, 1957 is an easement from Vaino Nikolai Gronroos Green and Margaret Ann Green to Great Lakes Power Corporation Limited over Part of the W½ of the SW¼ of Section 7, Van Koughnet.	T445269; T445270
57.	31344-0143(LT) 31344-0144(LT) 31344-0151(LT)	Instrument T16212 registered June 6, 1958 is an easement from Stanley Belkosky and Cassie Belkosky to Great Lakes Power Corporation Limited over Part of the W½ of the NW¼ of Section 18, Van Koughnet.	T220780; T445270
58.	31344-0176(LT)	Instrument T29147 registered March 15, 1960 is an easement from Stif (Steve) Korytko and Rose Annma Korytko to Great Lakes Power Corporation Limited over Part of the W½ of the NW¼ of Section 7, Van Koughnet.	T445269; T445270
59.	31344-0134(LT) 31344-0135(LT)	Instrument T61246 registered February 26, 1964 is an easement from Lena Johnston (note: Holowachuk) to Great Lakes Power Corporation Limited over Part of the W½ of the SW¼ of Section 18, Van Koughnet.	T220780; T445270
		FENWICK:	
60.	31346-0069(LT) 31346-0070(LT) 31346-0087(LT) 31346-0084(LT) 31346-0308(LT)	Instrument RB480 registered March 5, 1932 is an easement from Lovina Theresa Emily James and Daniel W. James to The Algoma District Power Company Limited over Part N½ of the SE¼ of Section 13, Fenwick.	T220780; T445270
61.	31346-0297(LT) 31346-0298(LT) 31346-0299(LT)	Instrument RB532 registered July 10, 1934 is an easement from Fred Elliott and Laura M. Elliott to The Algoma District Power Company Limited over part of the NE¼ of Section 25, Fenwick.	T220780; T445270
62.	Not PINNED	Instrument RB533 registered July 10, 1934 is an easement from Sylvester T. de Forest, Trustee to Great Lakes Power Company Limited over part of the SE¼ Section 25, Fenwick.	T445269; T445270
63.	31620-0131(LT)	Instrument RB534 registered July 10, 1934 is an easement from Andrew Moskil and Martha Moskil to The Algoma District Power Company Limited over Part of the N½ of the SE¼ of Section 12, Fenwick.	T445269; T445270

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
64.	**not PINNED**	Instrument RB535 registered July 10, 1934 is an easement from Hugh M. Dignam and E. Kathleen Dignam to The Algoma District Power Company Limited over Part of the S½ of the SE¼ of Section 36, Fenwick	**T220780; T445270**
65.	**not PINNED**	Instrument RB540 registered November 7, 1934 is an Order granting an easement from Isadore Rosenstein and Sarah Rosenstein to Great Lakes Power Company Limited over Part of the NE¼ and the N½ of the SE¼ of Section 36, Fenwick	**T220780; T445270**
66.	**31346-0087(LT)** **31346-0078(LT)** **31346-0079(LT)** **31346-0080(LT)** **31346-0081(LT)**	Instrument RB640 registered January 23, 1942 is an easement from Nephen Joseph and Nancy Joseph to The Algoma District Power Company Limited over part of the NE¼ of Section 13, Fenwick.	**T220780; T445270**
67.	**31346-0065(LT)**	Instrument RB813 registered May 18, 1949 is an easement from Robert H. Somes to The Algoma District Power Company Limited over Part of the S½ of the SE¼ of Section 13, Fenwick.	**T220780; T445270**
68.	**31620-0358(LT)**	Instrument RB814 registered May 18, 1949 is an easement from Peter Ossachuck to The Algoma District Power Company Limited over Part of the S½ of the SE¼ of Section 12, Fenwick.	**T220780; T445270**
69.	**31346-0084(LT)** **31346-0091(LT)** **31346-0093(LT)** **31346-0097(LT)**	Instrument RB815 registered May 18, 1949 is an easement from Mary Bye, Executrix of the estate of Henry Bye, Mary Bye, William Bye and Alfred Bye to The Algoma District Power Company Limited over Part of the W½ of the E½ of Section 24, Fenwick.	**T220780; T445270**
70.	**31346-0070(LT)** **31346-0069(LT)** **31346-0084(LT)** **31346-0087(LT)** **31346-0308(LT)**	Instrument RB816 registered May 18, 1949 is an easement from Daniel W. James to The Algoma District Power Company Limited over Part of the N½ of the SE¼ of Section 13, Fenwick.	**T220780; T445270**
71.	**31346-0065(LT)**	Instrument T8390 registered January 31, 1957 is an easement from Joseph F. Hill and Doris Hill to Great Lakes Power Corporation Limited over Part of the S½ of the SE¼, Section 13, Fenwick.	**T220780; T445270**

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
72.	31620-0358(LT)	Instrument T10248 registered June 6, 1957 is an easement from John Melanchuck and Sally Melanchuck to Great Lakes Power Corporation Limited over part of the S½ of SE¼ of Section 12, Fenwick.	T220780; T445270
73.	31346-0070(LT) 31346-0084(LT) 31346-0087(LT)	Instrument T11899 registered August 30, 1957 is an easement from Melville D. James, Devisee of the late Daniel William James to Great Lakes Power Corporation Limited over Part of the NW¼ of the SE¼ of Section 13, Fenwick.	T220780; T445270
74.	31620-0131(LT)	Instrument T12016 registered September 9, 1957 is an easement from Michael Moskal, Stafford Moskal and Eileen Moskal to Great Lakes Power Corporation Limited over Part of the N½ of the SE¼ of Section 12, Fenwick.	T220780; T445269; T445270
75.	31620-0134(LT)	Instrument T12293 registered September 23, 1957 is an easement from William Smith and Annie Smith to Great Lakes Power Corporation Limited over part of the NE¼ of Section 12, Fenwick.	T220780; T445270
76.	31346-0079(LT) 31346-0078(LT) 31346-0080(LT) 31346-0081(LT) 31346-0087(LT)	Instrument T15805 registered May 20, 1958 is an easement from Nancy Joseph to Great Lakes Power Corporation Limited over Part of the NE¼ of Section 13, Fenwick.	T220780; T445270
77.	31346-0084(LT) 31346-0091(LT) 31346-0093(LT) 31346-0097(LT)	Instrument T15841 registered May 21, 1958 is an easement from Amelia Nardi to Great Lakes Power Corporation Limited over Part of the W½ of the E½ of Section 24, Fenwick.	T220780; T445270
78.	31346-0297(LT) 31346-0299(LT)	Instrument T15842 registered May 22, 1958 is an easement from Amelia Nardi to Great Lakes Power Corporation Limited over Part of the NW¼ of Section 25, Fenwick.	T220780; T445270; T467856
79.	31346-0297(LT) 31346-0298(LT) 31346-0299(LT)	Instrument T15918 registered May 26, 1958 is an easement from Claude Elliott, Thomas Elliott, Harold Elliott, Carl Elliott, Andrew Shearer, Marjorie Elliott, Astrid Elliott, Blanche Elliott, Ivy Elliott and Eleanor Shearer to Great Lakes Power Corporation Limited over Part of the NE¼ of Section 25, Fenwick.	T220780; T445270

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
		PENNEFATHER:	
80.	31350-0104(LT)	Instrument AC162 registered October 1, 1931 is an easement from Elizabeth J. Dunseath to The Algoma District Power Company Limited over Part of the SE¼ of Section 25, Pennefather	T220780; T445270; T467856
81.	31350-0090(LT) 31350-0079(LT)	Instrument AC164 registered March 15, 1932 is an easement from R.J. Loewenthal and Bertha H. Loewenthal to Great Lakes Power Company Limited over Part SE¼ of Section 1 and a portion of the E½ of Section 12, Pennefather	T220780; T445270
82.	31350-0092(LT)	Instrument AC174 registered July 10, 1934 is an easement from Sophia Stewart and George Stewart to Great Lakes Power Company Limited over Part of the N½ of the NE¼ of Section 13, Pennefather.	T220780; T445269; T445270
83.	31350-0097(LT) 31350-0096(LT)	Instrument No. AC176 registered July 10, 1934 is an easement from Thomas J. McCauley and Sarah M. McCauley to The Algoma District Power Company over Part of the S½ of the SE¼ of Section 13 and part of the N½ of the NE¼ of Section 24, Pennefather.	T445270
84.	31350-0105(LT)	Instrument AC185 registered November 24, 1934 is an easement from Fred W. McDowell and Ellen McDowell to The Algoma District Power Company Limited over part of the W½ of the NE¼ of Section 36, Pennefather.	T220780; T445270
85.	31350-0093(LT)	Instrument AC282 registered February 29, 1952 is an easement from Robert J. Running to Great Lakes Power Corporation Limited over Part of the S½ of the NE¼ of Section 13, Pennefather.	T220780; T445270
86.	31350-0105(LT)	Instrument T10287 registered June 7, 1957 is an easement from Norman Scott and Mary Scott to Great Lakes Power Corporation Limited over Part of the W½ of the NE¼ of Section 36, Pennefather.	T220780; T445270
87.	31350-0090(LT)	Instrument T11857 registered August 28, 1957 is an easement from Frank G. Miller, Frank P. Miller, Marion L. Miller and Sidney Miller to Great Lakes Power Corporation Limited over part of the NE¼ of Section 12, Pennefather.	T220780; T445270

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
88.	31350-0090(LT)	Instrument T11858 registered August 28, 1957 is an easement from Frank G. Miller, Frank P. Miller, Marion L. Miller and Sidney Miller to Great Lakes Power Corporation Limited over Part of the SE¼ of Section 12, Pennefather.	T220780; T445270
89.	31350-0093(LT)	Instrument T12349 registered September 25, 1957 is an easement from George W. Running to Great Lakes Power Corporation Limited over part of the S½ of the NE¼ of Section 13, Pennefather.	T220780; T445270
90.	31350-0079(LT)	Instrument T18479 registered September 19, 1958 is an easement from Esther Schwartz and Hugo Schwartz to Great Lakes Power Corporation Limited over part of the SE¼ of Section 1, Pennefather.	T220780; T445270
91.	31350-0097(LT)	Instrument T37036 registered March 13, 1961 is an easement from Bernard Clay and Annie Clay to Great Lakes Power Corporation Limited over part of the N½ of the NE¼ of Section 24, Pennefather.	T220780; T445270
92.	31350-0096(LT)	Instrument T42924 registered November 23, 1961 is an easement from Howard Percy Lethbridge in favour of Great Lakes Power Corporation Limited over part of the E½ of the S½ of the S½ of Section 13, Pennefather.	T220780; T445270
93.	31350-0092(LT)	Instrument T44361 registered February 8, 1962 is an easement from Earl Stewart and Esther M. Stewart to Great Lakes Power Corporation Limited over part of the N½ of the NE¼ of Section 13, Pennefather.	T220780; T445269; T445270

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
		TARENTORUS, SECTION 6:	
94.	31508-0020(LT)	(a) Instrument LT114012 registered August 13, 1981 is an application to rectify caution LT19719 to be an easement. (b) Instrument LT19719 registered January 7, 1932 being a caution giving notice of an interest in land pursuant to memorandum of agreement/grant of right of way from Dan Wierzbicki and Annie Wierzbicki to The Algoma District Power Company Limited over Part of the S½ of the NW¼ of Section 6, Tarentoru being Part of Parcel 145, AWS, Tarentorus.	LT113588; LT114012; LT19719
95.	31508-0054(LT)	Instrument B2804 registered July 24, 1934 is an easement from George H. Farmer and Mary J. Farmer to The Algoma District Power Company Limited over Part of the S½ of the SW¼ of Section 6, Tarentorus.	T220780; T445270
96.	31508-0054(LT)	Instrument T8215 registered January 14, 1957 is an easement from Wesley James Farmer and Margaret Farmer to Great Lakes Power Corporation Limited over Part S½ of the SW¼ of Section 6, Tarentorus.	T220780; T445270
97.	31508-0020(LT)	Instrument LT44922 registered February 9, 1960 is an easement from Finlay J. Heacock and Eileen Heacock to Great Lakes Power Corporation Limited over part of the S½ of the NW¼ of Section 6 being Part of Parcel 145, AWS, Tarentorus.	LT113588
98.	31508-0019(LT)	Instrument LT44973 registered February 16, 1960 is an easement from Robert Reid to Great Lakes Power Corporation Limited over part of the N½ of the NW¼ of Section 6 being Part of Parcel 225 Algoma West Section, Tarentorus.	LT113588
99.	31508-0021(LT)	Instrument LT46812 registered October 17, 1960 is an easement from Filicano Manzzutti to Great Lakes Power Corporation Limited over part of the N½ of the SW¼ of Section 6 being Part of Parcel 1323, AWS, Tarentorus.	LT113588

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
		TARENTORUS, SECTION 7:	
100.	**31508-0048(LT)**	(a) Instrument LT114012 registered August 13, 1981 is an application to rectify caution LT19717 to be an easement. (b) Instrument number LT19717 registered January 7, 1933 being a caution giving notice of an interest in land pursuant to memorandum of agreement/ grant of right of way from Robert J. Money and Christien Money to The Algoma District Power Company Limited over part of the N½ of the S½ of the NW¼ of Section 7, Part of Parcel 1869 AWS, Tarentorus.	**LT113588; LT114012**
101.	**31508-0057(LT) 31508-0058(LT) 31508-0059(LT)**	Instrument B2790 registered July 24, 1934 is an easement from William J. Money and Elizabeth Money to The Algoma District Power Company Limited over Part of N½ of the NW¼ of Section 7, Tarentorus.	**T220780; T445270; T467856**
102.	**31508-0077(LT) 31508-0161(LT)**	Instrument B2805 registered July 24, 1934 is an easement from Henry Selin, John Selin, Anna Selin and Mary Selin to The Algoma District Power Company Limited over part of the W½ of the NE¼ of the SW¼ of Section 7, Tarentorus.	**T220780; T445270**
103.	**31508-0073(LT) 31508-0074(LT) 31508-0075(LT) 31508-0076(LT) 31508-0161(LT)**	Instrument B2809 registered August 27,1934 is an easement from Jane Farquhar executrix and sole devisee of the estate of William Farquhar to The Algoma District Power Company Limited over Part S½ of the E½ of the SW¼ of Section 7, Tarentorus.	**T220780; T445270**
104.	**31508-0057(LT) 31508-0058(LT)**	Instrument 8995 registered March 21, 1957 is an easement from Melvin E. Daynard to Great Lakes Power Corporation Limited over Part of N½ of the N½ of the NW¼ of Section 7, Tarentorus.	**T220780; T445270**
105.	**31508-0077(LT)**	Instrument T9068 registered March 27, 1957 is an easement from Leonard Gamble to Great Lakes Power Corporation Limited over Part of the W½ of the NE¼ of the SW¼ of Section 7, Tarentorus.	**T220780; T445270**
106.	**31508-0073(LT) 31508-0074(LT) 31508-0075(LT) 31508-0076(LT)**	Instrument T20202 registered December 19, 1958 is an easement from Louis Lefebvre and Ida Lefebvre to Great Lakes Power Corporation Limited over Part of the S½ of the E½ of the SW¼ of Section 7, Tarentorus.	**T220780; T445270**

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
107.	31508-0077(LT) 31508-0161(LT)	Instrument T20203 registered December 19, 1958 is an easement from Louis Lefebvre and Ida Lefebvre to Great Lakes Power Corporation Limited over Part of the W½ of the NE¼ of the SW¼ of Section 7, Tarentorus.	T220780; T445270
108.	31508-0048(LT)	Instrument LT45375 registered April 19, 1960 is an easement from Russell Ashmore to Great Lakes Power Corporation Limited over part of the N½ of the S½ of the NW¼ of Section 7, Part of Parcel 1869 AWS, Tarentorus.	LT113588
109.	31508-0059(LT)	Instrument T44017 registered January 22, 1962 is an easement from Mary Ernestine Hagen (formerly Mary Ernestine Hillier) to Great Lakes Power Corporation Limited over Part of the N½ of the N½ of the NW¼ of Section 7, Tarentorus.	T220780; T445270
110.	31508-0058(LT)	Instrument T45316 registered March 29,1962 is an easement from Mose J. Ouellette and Lena Ouellette to Great Lakes Power Corporation Limited over Part of the N½ of the N½ of the NW¼ of Section 7, Tarentorus.	T220780; T445270
111.	31508-0052(LT) 31508-0049(LT) 31508-0051(LT)	Instrument LT51638 registered July 18, 1962 is an easement from William Lamarche and Loretta Lamarche to Great Lakes Power Corporation Limited over Part of the S½ of the S½ of the NW¼ being Part of Parcel 1077 Algoma, Tarentorus.	LT113588
		TARENTORUS, SECTION 18:	
112.	31564-0027(LT)	Instrument B2791 registered June 3, 1929 is an easement from August Saari and Marie Saari to The Algoma District Power Company Limited over part of the N½ of the SW¼ of Section 18, Tarentorus.	T220780; T445270
113.	31564-0033(LT)	Instrument B2796 registered July 24, 1934 is an easement from John Kaunista and Selina Kaunista to The Algoma District Power Company Limited over part of the S½ of the SW¼ of Section 18, Tarentorus.	T220780; T445270; T467856
114.	31564-0059(LT)	Instrument B2800 registered July 24, 1934 is an easement from William H. Palmer and Ellen Palmer to The Algoma District Power Company Limited over part of the SE¼ of the SW¼ of Section 18, Tarentorus.	T220780; T445270

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
115.	31564-0012(LT)	Instrument B2803 registered July 24, 1934 is an easement from Yalmar Maki and Elina Maki to The Algoma District Power Company Limited over part of the E½ of the NW¼ of Section 18, Tarentorus.	T220780; T445270
116.	31564-0028(LT)	Instrument B2812 registered October 1, 1934 is an easement from Gilbert H. Johnston and Lila May Johnston to The Algoma District Power Company Limited over part of the S½ of the SW¼ of Section 18, Tarentorus.	T220780; T445270; T467856
117.	31564-0012(LT)	Instrument T21846 registered April 16, 1959 is an easement from The Director, The Veterans' Land Act to Great Lakes Power Corporation Limited over part of the NW¼ of Section 18, Tarentorus.	T220780; T445270
118.	31564-0033(LT)	Instrument T21880 registered April 17, 1959 is an easement from The Director, The Veterans' Land Act to Great Lakes Power Corporation Limited over part of the SW¼ of Section 18, Tarentorus.	T220780; T445270; T467856
119.	31564-0028(LT)	Instrument T21411 registered May 16, 1959 is an easement from Elizabeth Mathieu to Great Lakes Power Corporation Limited over Part of the S½ of the SW¼ of Section 18, Tarentorus.	T220780; T445270; T403360
120.	31564-0060(LT)	Instrument T77424 registered February 25, 1966 is an easement from W.E. Muncaster to Great Lakes Power Corporation Limited over part of the SE¼ of Section 18, Tarentorus.	
121.	31564-0027(LT)	Instrument T92083 registered February 19, 1968 is an easement from the Montreal Trust Company executors and trustees of the estate of Harold Herbert Moeser to Great Lakes Power Corporation Limited over Part of the SW¼ of Section 18, Tarentorus.	T220780; T445270
		TARENTORUS, SECTION 19:	
122.	31563-0093(LT)	Instrument B2691 registered October 1, 1931 is an easement from Charles Morrison to The Algoma District Power Company Limited over part of the E Part of the SE¼ of the SW¼ of Section 19, Tarentorus.	T220780; T445270
123.	31563-0052(LT)	Instrument B2799 registered July 24, 1934 is an easement from John H. Dumond to The Algoma District Power Company Limited over part of the E½ of the NW¼ of Section 19, Tarentorus.	T220780; T445270

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
124.	31563-0093(LT)	Instrument T9388 registered April 17, 1957 is an easement from Mike Swazich to Great Lakes Power Corporation Limited over part of the E½ of the E portion of the SE¼ of the SW¼ Section 19, Tarentorus.	T220780; T445270
125.	31563-0052(LT)	Instrument 15756 registered May 16, 1958 is an easement from Andrew Stilin and Enola Ann Stilin to Great Lakes Power Corporation Limited over Part of the E½ of the NW¼ of Section 19, Tarentorus.	T220780; T445270
126.	31563-0093(LT)	Instrument T92084 registered February 27, 1968 is an easement from Mike Swazich to Great Lakes Power Corporation Limited over part of the SW¼ of Section 19, Tarentorus.	T220780; T445270
		TARENTORUS, SECTION 30:	
127.	31561-0118(LT)	Instrument B2783 registered July 12, 1934 is an easement from George A. Dods and Edna Dods to The Algoma District Power Company Limited over part of the S½ of the N½ of the SE¼ of Section 30, Tarentorus, being part of Lot 22, RCP H-744.	T220780; T445270
128.	31561-0090(LT)	Instrument B2788 registered July 24, 1934 is an easement from David W. Euler and Mary Euler to The Algoma District Power Company Limited over part of the N½ of the S½ and the S½ of the N½ of the NE¼ of Section 30, Tarentorus, being part of Lots 1 and 9, RCP H-744.	T220780; T445270
129.	31561-0037(LT) 31561-0041(LT) 31561-0035(LT)	Instrument B2789 registered July 24, 1934 is an easement from Alfred E. Taylor and Elizabeth Taylor to The Algoma District Power Company Limited over part of the N½ of the NW¼ of the SE¼ of Section 30, Tarentorus, being part of Lots 20 and 21, RCP H-744.	T220780; T445270
130.	31561-0090(LT)	Instrument B2792 registered July 24, 1934 is an easement from Wilfred E. Palmer and Lily M. Palmer to The Algoma District Power Company Limited over part of the N½ of the N½ of the NE¼ of Section 30, Tarentorus, being part of Lot 1, RCP H-744.	T220780; T445270
131.	31561-0122(LT)	Instrument B2793 registered July 24, 1934 is an easement from Emma B. Reynolds to Great Lakes Power Company Limited over Part of the S½ of the S½ of the NE¼ Section 30, Tarentorus, being part of Lot 11, RCP H-744.	T220780; T445270

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
132.	31561-0009(LT) 31561-0008(LT) 31561-0004(LT) 31561-0006(LT) 31561-0003(LT) 31561-0001(LT)	Instrument B2797 registered July 24, 1934 is an easement from Charles Wigmore and Alma Wigmore to The Algoma District Power Company Limited over Part N½ of the S½ of the SE¼ of Section 30, Tarentorus, being part of Lot 33, RCP H-744.	T220780; T445270
133.	31561-0003(LT)	Instrument B2798 registered July 24, 1934 is an easement from Charles Wigmore and Alma Wigmore to The Algoma District Power Company Limited over part of the S½ of the S½ of the SE¼ of Section 30, Tarentorus, being part of Lot 35, RCP H-744.	T220780; T445270
134.	31561-0122(LT)	Instrument T10313 registered June 10, 1957 is an easement from Valentine D. Euler to Great Lakes Power Corporation Limited over Part of the S½ of the S½ of the NE¼ of Section 30, Tarentorus, being part of Lot 11, RCP H-744.	T220780; T445270
135.	31561-0090(LT)	Instrument T10314 registered June 10, 1957 is an easement from Abbie Chappell to Great Lakes Power Corporation Limited over part of the N½ of the S½ of the NE¼ of Section 30, Tarentorus being part of Lots 1 and 9 , RCP H-744.	T220780; T445270
136.	31561-0090(LT)	Instrument T10315 registered June 10, 1957 is an easement from Abbie Chappell to Great Lakes Power Corporation Limited over part of the S½ of the N½ of the NE¼ of Section 30, Tarentorus, being part of Lot 1, RCP H-744.	T220780; T445270
137.	31561-0037(LT) 31561-0041(LT) 31561-0035(LT)	Instrument T15757 registered May 16, 1958 is an easement from Henry Forsythe and Dorothy Forsythe to Great Lakes Power Corporation Limited over part of the NW¼ of the SE¼ of Section 30, Tarentorus, being part of Lots 20 and 21, RCP H-744.	T220780; T445270
138.	31561-0118(LT)	Instrument T15768 registered May 16, 1958 is an easement from Robert Reid and Viola Reid to Great Lakes Power Corporation Limited over Part of the S½ of the NW¼ of the SE¼ of Section 30, Tarentorus, being part of Lot 22, RCP H-744.	T220780; T445270
139.	31561-0009(LT) 31561-0008(LT) 31561-0004(LT) 31561-0006(LT) 31561-0003(LT)	Instrument T16210 registered June 6, 1958 is an easement from Wesley Willoughby and Margaret Willoughby to Great Lakes Power Corporation Limited over part of the N½ of the SW¼ of the SE¼ of Section 30, Tarentorus, being part of Lots 33, 34 and 35, RCP H-744.	T220780; T445270

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
140.	31561-0003(LT)	Instrument T16211 registered June 6,1958 is an easement from Wesley Willoughby and Margaret Willoughby to Great Lakes Power Corporation Limited over part of the S½ of the SW¼ of the SE¼ of Section 30, Tarentorus, being part of Lot 35, RCP H-744.	T220780; T445270
141.	31561-0090(LT)	Instrument T17213 registered July 22, 1958 is an easement from Wilfred E. Palmer and Lilly Palmer to Great Lakes Power Corporation Limited over part of the N½ of the N½ of the NE¼ of Section 30, Tarentorus, being part of Lot 1 and part of Third Line Road, RCP H-744.	T220780; T445270
142.	31561-0090(LT)	Instrument 93708 registered May 23, 1968 is an easement from Wilfred Earl Palmer to Great Lakes Power Corporation Limited over part of the NE¼ of Broken Section 30, Tarentorus, being part of Lot 1, RCP H-744.	T220780; T445270
		TARENTORUS, SECTION 31	
143.	31559-0065(LT) 31559-0069(LT) 31559-0070(LT) 31559-0087(LT)	Instrument B2938 registered August 24, 1939 is an easement from John Joseph Hussey and Evelyn Hussey to Great Lakes Power Company Limited over parts of Lots 94, 95 and 96, RCP H732 being part of the North West Subdivision of Broken Section 31, Tarentorus	T220780; T445269; T445270
144.	31559-0058(LT) 31559-0059(LT) 31559-0060(LT) 31559-0061(LT) 31559-0062(LT) 31559-0063(LT)	Instrument No. B2939 registered August 24, 1939 is an easement from A.H. Huckson and Zelia Huckson to Great Lakes Power Company Limited over Part of the North West Subdivision of Broken Section 31, Tarentorus, Lots 88, 90, 91, 92 and 93, RCP H732	T220780; T445269; T445270
145.	31559-0070(LT)	Instrument No. T79693 registered June 17, 1966 is an easement from Antonio Calcagnini and Linda Calcagnini to Great Lakes Power Corporation Limited over part of the W½ of Broken Section 31, Part of Lot 96, RCP H732, Tarentorus.	T220780; T445269; T445270
146.	31559-0013(LT)	Instrument T75851 registered November 29, 1965 is an easement from Hollingsworth Investments Limited to Great Lakes Power Corporation Limited over part of Lots 14 and 15, Plan H-565, Commerce Park Subdivision (formerly part of W½ of Tarentorous 31), Sault Ste. Marie.	AL26445

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
		KORAH, SECTION 1:	
147.	**31599-0063(LT)**	Instrument LT29721 registered March 1, 1952 is an easement from Joseph Alfred Jackson to Great Lakes Power Corporation Limited over part of the SE¼ of the NE¼ of Section 1, being Part of Parcel 3347 AWS, Korah.	**LT113588**
148.	**31582-0005(LT)** **31582-0006(LT)** **31582-0007(LT)**	Instrument T7193 registered October 29, 1956 is an easement from Malcolm Harold Dickinson and Lenore Dickinson to Great Lakes Power Corporation Limited over part of Lot 19, Laura Wesley Subdivision 2, Plan 12898	**T220780**
149.	**31582-0003(LT)** **31582-0214(LT)**	Instrument T7194 registered October 29, 1956 is an easement from Samuel B. Dickinson to Great Lakes Power Corporation Limited over part of Lot 19, Laura Wesley Subdivision 2, Korah, Plan 12898	**T220780**
150.	**31582-0008(LT)**	Instrument T7828 registered December 6, 1956 is an easement from Attilio Berardinelli to Great Lakes Power Corporation Limited over part of Lot 19, Laura Wesley Subdivision 2, Korah, Plan 12898	**T220780**
151.	**31568-0094(LT)**	Instrument T-8773 registered March 5, 1957 is an easement from William Yureychuk and Rose Yureychuk to Great Lakes Power Corporation Limited over part of Block 14, Stewart Survey, Korah	**T220780**
152.	**31568-0094(LT)**	Instrument T-21136 registered February 25, 1959 is an easement from Fred Lawko and Mary Lawko to Great Lakes Power Corporation Limited over part of Block 14, Stewart Survey, Korah	**T220780**
153.	**31584-0126(LT)** **31566-0258(LT)**	Instrument T39694 registered July 13, 1961 is an easement from Roddis Lumber and Veneer Co. of Canada Limited to Great Lakes Power Corporation Limited over Part of the S½ of the SW¼ of Section 24	**T220780**
154.	**31599-0059(LT)**	Instrument LT50016 registered December 27, 1961 is an easement from Vilis Karklins and Elgin Karklins to Great Lakes Power Corporation Limited over part of the N½ of the N½ of the NE¼ of Section 1, Part Parcel 2976 AWS, Korah.	**LT113588**

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
155.	**31599-0051(LT)**	Instrument LT50356 registered February 12, 1962 is an easement from Marion M. Pavelich and Bruna Rose Pavelich to Great Lakes Power Corporation Limited over part of the S½ of the N½ of the NE¼ of Section 1, Part Parcel 1280 AWS, Korah.	**LT113588**
156.	**31570-0210(LT)** **31570-0212(LT)** **31570-0215(LT)**	Instrument T-113556 registered January 5, 1971 is an easement from Lyons Fuel Hardware and Supplies Limited to Great Lakes Power Corporation Limited over all of Lots 58, 98, 215 and 229, Plan 1703; Part of Lot 346, Plan 1703; Part of 30 foot laneway closed by by-law 293, Plan 1703; Part of Lennox Avenue closed by by-law 293, Plan 1703; Part of Shafer Avenue closed by by-law 293, Plan 1703; Part of 12 foot lane between Shafer Avenue and Peoples Road; Part of 12 foot lane between Shafer Avenue and Lennox Avenue	**T220780**
157.	**31609-0104(LT)** **31609-0049(LT)** **31609-0048(LT)** **31609-0047(LT)** **31609-0046(LT)** **31609-0045(LT)** **31609-0044(LT)** **31609-0038(LT)** **31609-0034(LT)** **31609-0001(LT)** **31592-0280(LT)** **31592-0283(LT)** **31613-0308(LT)** **31613-0352(LT)** **31613-0353(LT)**	Instrument LT216273 (Land Titles) and T393141 (Registry) both registered January 20, 1998 is a transfer of easement from Algoma Steel Inc. to Great Lakes Power Limited over Parts 1 and 2, Plan 1R-9347; Parts 1-8 and 15, Plan 1R-9346; Parts 1-11, Plan 1R-9345; Parts 18-27, Plan 1R-9346; Parts 3, 4, 5, 6 and 8-13, Plan 1R-9347, Korah, Sault Ste. Marie, District of Algoma (see Schedule "B" PIN 31609-0176(R) for remaining Registry lands not converted to land titles qualified. **PATRICK STREET TO G.P. FLAKEBOARD**	
158.	**31568-0025(LT)**	Instrument T403789 registered March 30, 1999 is an easement from Rosario Coccimiglio and Mario Coccimiglio to Great Lakes Power Limited over Part of Blocks 13 and 14, Stewart Survey of the Korah Block, Sault Ste. Marie, District of Algoma, described as Part 1, Plan 1R-9735.	**T444270**

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
159.	31592-0280(LT)	Instrument AL9664 registered November 15, 2006 is an easement in gross granted by Algoma Steel Inc. to Great Lakes Power Limited over Part of Section 36, Korah; Part of Lots 19, 20, 21, 22 and 23 (now Part of Carleton Avenue, relocated by By-law 1444, as in Instrument 500); Part of a 14 foot lane and Part of St. Patrick Street, closed by By-law 1444, as in instrument 500, Block 4, Plan 402; designated as Parts 1 to 10 on Plan 1R-11240; Sault Ste. Marie	
		CLERGUE SUBSTATION TO PATRICK STREET SUBSTATION	
160.	31576-0025(LT) 31576-0024(LT) 31578-0250(LT)	Instrument T241680 registered December 19, 1983 is an easement from The Algoma Steel Corporation, Limited to Great Lakes Power Limited over part of Portage Street, Original Town Plot, now described as Part 1, Plan 1R-4611 and part of Portage Street, Original Town Plot, now described as Part 11, Plan 1R-4514	
161.	31592-0280(LT) 31579-0071(LT)	Instrument T241681 registered December 19, 1983 is an easement from The Algoma Steel Corporation, Limited to Great Lakes Power Limited over Part of the Broken South West Quarter of Section 36, Korah, now designated as Parts 4, 5, 6, 7 and 8 on Plan 1R-4612; Sault Ste. Marie	
		KEHOE & COZENS	
162.	31579-0071(LT)	Instrument T241679 registered December 19, 1983 is an easement from Algoma Central Railway to Great Lakes Power Limited over Parts 1, 2 and 3, Plan 1R-4612, Kehoe and Cozens Subdivision.	

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
		ST. MARYS PAPER - BLOCK 31577	
163.	**31577-0012(LT)**	Instrument T454942 registered January 27, 2005 is an easement from St. Marys Paper Ltd. to Great Lakes Power Limited over Part of Hudson's Bay Company's lands, south side of Portage Street, Plan Town Plot of Sault Ste. Marie designated as Parts 1 and 3, Plan 1R-4290; Part of Parcel 1023, AWS	
164.	**31577-0035(LT)**	Instrument LT254163 registered January 27, 2005 is an easement from St. Marys Paper Ltd. to Great Lakes Power Limited on Part of Hudson's Bay Company's lands, south side of Portage Street, Plan Town Plot of Sault Ste. Marie designated as Part 1 and 3, Plan 1R-4290; Part of Parcel 1023, AWS	
165.	**31577-0025(LT)**	Instrument T136132E registered July 31, 1985 is a transfer from Great Lakes Power Limited to The Corporation of the City of Sault Ste. Marie which reserves an easement over Part 4, Plan 1R-5809	
166.	**31577-0043(LT)**	Instrument T136133E registered July 31, 1985 is a transfer from Great Lakes Power Limited to The Corporation of the City of Sault Ste. Marie which reserves an easement over Parts 1 & 4, Plan 1R-5709	
167.	**31577-0019(LT)**	Instrument T257669E registered July 31, 1985 is a transfer from Great Lakes Power Limited to The Corporation of the City of Sault Ste. Marie which reserves an easement over Parts 2 & 3, Plan 1R-5709	
168.	**31577-0019(LT)**	Instrument T257670E registered July 31, 1985 is a transfer from Great Lakes Power Limited to The Corporation of the City of Sault Ste. Marie which reserves an easement over Part 11, Plan 1R-5809	

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
		230kV TRANSMISSION LINES - THIRD LINE SUB TO MISSISSAGI T. S.	
		TARENTORUS, SECTION 19:	
169.	**31563-0082(LT)** **31563-0083(LT)**	Instrument T17131 registered July 15, 1958 is an easement from Valentine Euler (Valentine David Euler) to Great Lakes Power Corporation Limited over part of the SE¼ of the SE¼ of Section 19, Tarentorus.	**T220780; T445270**
170.	**31563-0093(LT)**	Instrument T21301 registered March 9, 1959 is an easement from Mike Swazich to Great Lakes Power Corporation Limited over part of the SE¼ of the SW¼ of Section 19, Tarentorus.	**T220780; T445270**
171.	**31563-0078(LT)**	Instrument T169294 registered July 15, 1976 is an easement from Doran's Northern Ontario Breweries Limited to Great Lakes Power Corporation Limited over part of the S½ of the N½ of the SE¼ of Section 19, Part of Lot 60, RCP H739, designated as Part 1, Plan 1R-2569, Tarentorus.	**T220780; T445270**
172.	**31563-0082(LT)**	Instrument T172116 registered September 30, 1976 is an easement from Bruce L. Walker and Margaret Walker to Great Lakes Power Corporation Limited over part of the SE¼ of the SE¼ of Section 19, Part of Lot 61, RCP H739, being Part 2, Plan 1R-2569, Tarentorus.	**T220780; T445270**
173.	**31563-0078(LT)**	Instrument T211932 registered July 16, 1980 is an easement from Northern Breweries Ltd. to Great Lakes Power Corporation Limited over Part of Lot 60, RCP H-739 being Part 1 on Plan 1R-3800, Section 19, Tarentorus	**T445270 T301943**
		TARENTORUS, SECTION 20:	
174.	**31510-0094(LT)**	Instrument T17855 registered August 26, 1958 is an easement from Lorne C. Palmer and Isabel Palmer to Great Lakes Power Corporation Limited over part of the SE¼ of the SW¼ of Section 20, being Part of Lot 45, RCP H737, Tarentorus.	**T220780; T445270**
175.	**31510-0112(LT)** **31510-0113(LT)**	Instrument T17856 registered August 26, 1958 is an easement from Lorne C. Palmer and Isabel Palmer to Great Lakes Power Corporation Limited over part of the SW¼ of the SW¼ of Section 20, being Part of Lot 38, RCP H737, Tarentorus.	**T220780 ; T445270**

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
176.	31510-0110(LT)	Instrument T21412 registered March 16, 1959 is an easement from John Delbert Caul and Alice Marie Caul to Great Lakes Power Corporation Limited over part of SE¼ of the SE¼ of Section 20, being Part of Lot 55, RCP H737, Tarentorus.	T220780; T445270
177.	31510-0099(LT)	Instrument T21598 registered March 31, 1959 is an easement from Lloyd Avery and Mildred Avery to Great Lakes Power Corporation Limited over part of the S½ of Section 20, being Part of Lot 47, RCP H737, Tarentorus	T220780; T445270
178.	31510-0109(LT)	Instrument T21599 registered March 31, 1959 is an easement from Lloyd Avery and Mildred Avery to Great Lakes Power Corporation Limited over part of the SW¼ of the SE¼ and part of the SE¼ of the SE¼, Section 20, being Part of Lot 56, RCP H737, Tarentorus Township.	T220780; T445270
179.	31510-0102(LT) 31510-0103(LT)	Instrument T21600 registered March 31, 1959 is an easement from C. Seaburn Weeks and Margaret Weeks to Great Lakes Power Corporation Limited over Part of Section 20, being Parts of Lots 48 and 50, RCP H737, Tarentorus	T220780; T403337; T445270
180.	31510-0049(LT) 31510-0054(LT) 31510-0057(LT)	Instrument T21667 registered April 2, 1959 is an easement from Edward Yadivisiak and Margaret Yadivisiak to Great Lakes Power Corporation Limited over part of the SE¼ of the SE¼ of Section 20, being Part of 1M-461, Tarentorus	T220780; T445270
181.	31510-0094(LT)	Instrument T169293 registered July 15, 1976 is an easement from Isabel Palmer to Great Lakes Power Corporation Limited over part of the SE¼ of the SW¼, Section 20, being Part of Lot 45, RCP H737, designated as Part 1, Plan 1R-2568, Tarentorus	T220780; T445270
182.	31510-0102(LT)	Instrument T169295 registered July 15, 1976 is an easement from Defazio Enterprises Incorporated to Great Lakes Power Corporation Limited over part of the S½ of the SE¼ of Section 20, being Part 4 on Plan 1R-2568, being Part of Lot 48, RCP H737, Tarentorus.	T22078; T445270
183.	31510-0051(LT) 31510-0052(LT) 31510-0057(LT)	Instrument T169296 registered July 15, 1976 is an easement from Henry Ansel Wightman and Irma Sylvia Wightman to Great Lakes Power Corporation Limited over part of the E part of the N½ of the SE¼ of Section 20, being Part 9, Plan 1R-2568, being Part of Lot 57, RCP H737, Part of 1M-461	T220780; T445270

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
184.	**31510-0099(LT)**	Instrument T169878 registered July 29, 1976 is an easement from Kenneth Norman Watkiss and Rosemary Watkiss to Great Lakes Power Corporation Limited over part of the S½ of the SW¼ of Section 20, being Part 3, Plan 1R-2568, being Part of Lot 47, RCP H737, Tarentorus	**T220780; T445270**
185.	**31510-0110(LT)**	Instrument T170070 registered August 4, 1976 is an easement from John Delbert Caul and Alice Marie Caul to Great Lakes Power Corporation Limited over part of the S½ of the SE¼ of Section 20, being Part 8, Plan 1R-2568, being Part of Lot 55, RCP H737, Tarentorus.	**T220780; T445270**
186.	**31510-0103(LT)**	Instrument T170426 registered August 12, 1976 is an easement from Paul Defazio and Carolynn Defazio to Great Lakes Power Corporation Limited over part of the SE¼ of Section 20, now Part 5, Plan 1R-2568, being Part of Lot 50, RCP H737, Tarentorus.	**T220780; T445270**
187.	**31510-0050(LT) 31510-0053(LT) 31510-0057(LT)**	Instrument T170759 registered August 23, 1976 is an easement from Gertrud Eisbrenner to Great Lakes Power Corporation Limited over part of the S½ of the SE¼ of Section 20, being Part 7, Plan 1R-2568, being Part of Lot 54, RCP H737, Part of 1M-461,Tarentorus.	**T220780; T445270**
188.	**31510-0111(LT)**	Instrument T283398 registered December 10, 1987 and Instrument T280873 registered September 24, 1987 correct Instrument T172565 registered October 14, 1976 being an easement from Raymond Belkosky and Kenneth Pierman to Great Lakes Power Corporation Limited over part of the N½ of the SW¼, Section 20, being Part of Lot 37, RCP H737, being Part 10, Plan 1R-2568, Tarentorus.	**T220780; T445270; T280873; T283398**
189.	**31510-0112(LT)**	Instrument T294046 registered October 27, 1988 corrects Instrument T172736 registered October 19, 1976 being an easement from J.H. Ernest Ballentine to Great Lakes Power Corporation Limited over part of the S½ of the SW¼ and SE¼ of Section 20, part of Lot 38, RCP H737 being Part 1, Plan 1R-2568, Tarentorus.	**T220780; T445270**
190.	**31510-0109(LT)**	Instrument T172737 registered October 19, 1976 is an easement from Lloyd Avery Contracting Limited to Great Lakes Power Corporation Limited over part of the S½ of the SE¼ of Section 20, being part of Lot 56, RCP H736 designated as Part 6, Plan 1R-2568, Tarentorus.	**T220780; T445270**

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
		TARENTORUS, SECTION 21: (RCP H-736)	
191.	**31506-0149(LT)** **31506-0146(LT)** **31506-0134(LT)**	Instrument LT39805 registered July 30, 1958 is an easement from John P. Dunn and Blossom Dunn to Great Lakes Power Corporation Limited over part of the S½ of SE¼ of Section 21, Part of Parcel 3760, AWS, Tarentorus.	**LT113588; LT248702**
192.	**31506-0050(LT)**	Instrument T17800 registered August 15, 1958 is an easement from Clair Robert Armstrong and Elsie A. Armstrong to Great Lakes Power Corporation Limited over part of the SW¼ of Section 21, Tarentorus.	**T220780; T445270**
193.	**31506-0038(LT)** **31506-0039(LT)**	Instrument T17802 registered August 22, 1958 is an easement from Alec Wallenius and Beata Wallenius to Great Lakes Power Corporation Limited over part of the SW¼ of Section 21, Tarentorus	**T220780; T445270**
194.	**31506-0045(LT)**	Instrument T17920 registered August 29, 1958 is an easement from Arvo Groondhal to Great Lakes Power Corporation Limited over part of the SW¼ of Section 21, Tarentorus.	**T220780; T445270**
195.	**31506-0134(LT)**	Instrument LT64249 registered March 4, 1968 is an easement from John P. Dunn and Blossom Dunn to Great Lakes Power Corporation Limited over part of the SE¼ of Section 21, part of Parcel 3760, Section 21, Tarentorus.	**LT113588**
196.	**31506-0039(LT)**	Instrument T169297 registered July 15, 1976 is an easement from Beata Wallenius to Great Lakes Power Corporation Limited over part of the SW¼ of Section 21, Part of Lot 27, RCP H736, being Part 4 on Plan 1R-2567, Tarentorus.	**T220780; T445270**
197.	**31506-0038(LT)**	Instrument T170015 registered August 3, 1976 is an easement from Olive Marie Young to Great Lakes Power Corporation Limited over part of the SW¼ of Section 21, part of Lot 26, RCP H736, being Part 3, Plan 1R-2567, Tarentorus.	**T220780; T445270**
198.	**31506-0050(LT)**	Instrument T170657 registered August 20, 1976 is an easement from Donald John Van Daele and Gloria Alice Van Daele to Great Lakes Power Corporation Limited over part of the W½ of the W½ of the SW¼ of Section 21, Part of Lot 37, RCP H736, being Part 1, Plan 1R-2567, Tarentorus.	**T220780; T445270**

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
199.	**31506-0149(LT)** **31506-0134(LT)**	Instrument LT87619 registered September 10, 1976 is an easement from John P. Dunn and Blossom Dunn to Great Lakes Power Corporation Limited over part of the S½ of SE¼ of Section 21, being Parts 3 and 5, Plan 1R-2856, Part of Parcel 3760, AWS, Tarentorus.	**LT113588; LT248702**
200.	**31506-0045(LT)**	Instrument T280599 registered September 15, 1987 corrects a Planning Act problem in Instrument T173683 registered November 17, 1976 being an easement from Arvo Groondhal and Anne Groondhal to Great Lakes Power Corporation Limited over part of the SW¼ Section 21, part of Lot 33, RCP H736, being Part 2, Plan 1R-2567, Tarentorus.	**T220780; T445270**
201.	**31506-0121(LT)**	Instrument LT149735 registered April 30, 1987 corrects a Planning Act problem in Instrument 89942 registered February 28, 1977 being an easement from The Director, The Veterans' Land Act (Stanley Dominic Fisher) to Great Lakes Power Corporation Limited over part of the SE¼ of Section 21, being Part 4, Plan 1R-2586, Part of Parcel 2652 AWS, Tarentorus.	**LT113588**
202.	**31506-0146(LT)**	Instrument LT101116 registered April 12, 1979 is an easement from Charles Dunn and Evelyn Dunn to Great Lakes Power Corporation Limited over part of Parcel 4842 AWS, being Part 2, Plan 1R-2586, Tarentorus.	**LT113588**

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
209.	31473-0097(LT) 31473-0107(LT)	Instrument T21278 registered March 6, 1959 is an easement from Robert H. Corboy and Kathleen I. Corboy to Great Lakes Power Corporation Limited over part of the S½ of the NE¼ of Section 3, MacDonald, Part Lot 10, RCP H766, Part of Lot 36 RCP H766	T220780; T445270 T403359
210.	31473-0097(LT) 31473-0103(LT)	Instrument T21319 registered March 11, 1959 is an easement from James T. Moss and Clara E. Moss to Great Lakes Power Corporation Limited over part of the S½ of the NW¼, Section 2, MacDonald, Part Lot 20, RCP H766, part of Lot 36 RCP H766	T220780; T445270 T403341
211.	31473-0077(LT)	Instrument T21320 registered March 11, 1959 is an easement from William Cliffe to Great Lakes Power Corporation Limited over part of the S½ of the NE¼ of Section 3 and part of the S½ of the NW¼ of Section 3, MacDonald, Part Lot 9, RCP H766	T220780; T445270 T403358
212.	31473-0098(LT)	Instrument T21352 registered March 12, 1959 is an easement from Robert John Cliffe to Great Lakes Power Corporation Limited over part of the S½ of the NE¼ of Section 2, MacDonald, Part Lot 21, RCP H766	T220780; T445270 T403357
213.	31473-0003(LT)	Instrument LT44594 registered December 18, 1959 is an easement from Edgar L. Arsenault to Great Lakes Power Corporation Limited over part of the S½ of the NW¼ of Section 1, Part of Parcel 4234 AWS, MacDonald.	LT113588
214.	31473-0014(LT) 31473-0016(LT)	Instrument LT46495 registered September 12, 1960 is an easement from Tracey E. Carmichael, Administrator of the estate of Bernice B. Bushong to Great Lakes Power Corporation Limited over part of the S½ of the NE¼ of Section 1, Part of Parcel 947 AWS, Section 1, MacDonald, part of Parcel 4762, Sec AWS SRO	LT113588; LT248072
215.	31473-0097(LT) 31473-0103(LT)	Instrument T85854 registered April 28, 1967 is an easement from James T. Moss and Clara E. Moss to Great Lakes Power Corporation Limited over part of the S½ of the NW¼, Section 2, MacDonald, Part Lot 20, RCP H766, part of Lot 36 RCP H766	T220780; T445270
216.	31473-0003(LT)	Instrument LT61793 registered May 2, 1967 is an easement from Rosa Dupuis to Great Lakes Power Corporation Limited over part of the S½ of the NE¼ of Section 1, Part of Parcel 4234 AWS, Section 1, MacDonald.	LT113588

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
217.	**31473-0097(LT)** **31473-0107(LT)**	Instrument T86024 registered May 5, 1967 is an easement from Francis Leon Lewis to Great Lakes Power Corporation Limited over part of the S½ of the NE¼ of Section 3, MacDonald, Part Lot 10, RCP H766, part of Lot 36 RCP H766	**T220780; T445270**
218.	**31473-0098(LT)**	Instrument T90924 registered September 11, 1967 is an easement from Lorne Bain and Edna Bain to Great Lakes Power Corporation Limited over part of the S½ of the NE¼ of Section 2, MacDonald Part Lot 21, RCP H766	**T220780; T445270**
219.	**31473-0014(LT)**	Instrument LT63937 registered January 12, 1968 is an easement from L.H. Shay Veneer of Canada Limited to Great Lakes Power Corporation Limited over part of the S½ of the NE¼ of Section 1, Parcel 4762 AWS, SRO, MacDonald	**LT113588**
220.	**31473-0077(LT)**	Instrument T94415 registered June 25, 1968 is an easement from Morley Edward Trotter to Great Lakes Power Corporation Limited over part of the S½ of the broken NW¼ of Section 3, and part of the S½ of NE¼, Section 3, MacDonald, Part Lot 9, RCP H766	**T220780; T445270**
221.	**31473-0103(LT)**	Instrument T270703 registered October 23, 1986 is an easement from Graham Nelder and Margaret Nelder to Great Lakes Power Limited over part of Lot 20, RCP H-766, being Part 1, Plan 1R-6605, Section 2, MacDonald	

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
		MEREDITH:	
222.	**31474-0183(LT)**	Instrument T17214 registered July 22, 1958 is an easement from Sawyer-Stoll Lumber Company of Canada Limited to Great Lakes Power Corporation Limited over Part of Section 4, Meredith.	**T220780; T445270**
223.	**31474-0183(LT)**	Instrument T17215 registered July 22, 1958 is an easement from Sawyer-Stoll Lumber Company of Canada Limited to Great Lakes Power Corporation Limited over a strip between the Township East Line and the East Line of Section 4, Eastern fraction or Gore, Meredith.	**T220780; T445270**
224.	**31474-0074(LT)**	Instrument LT46495 registered September 12, 1960 is an easement from Tracey B. Carmichael administrator of the estate of Bernice B. Bushong to Great Lakes Power Corporation Limited over part of the S½ of the NE¼ of Section 1 and parts of Sections 5 and 6, Part of Parcel 948 AWS, Meredith, Part Parcel 4761 AWS, SRO	**LT113588; LT248702**
225.	**31474-0183(LT)**	Instrument T86023 registered May 5, 1967 is an easement from Sawyer-Stoll Lumber Company of Canada Limited to Great Lakes Power Corporation Limited over Part of Section 4 and Part of a strip laying immediately E of Section 4, Eastern fraction or Gore, Meredith.	**T220780; T445270**
226.	**31474-0074(LT)**	Instrument LT63938 registered January 15, 1968 is an easement from L.H. Shay Veneer of Canada Limited to Great Lakes Power Corporation Limited over part of the S½ of the N½ of Section 5 and part of the S½ of the N½ of Section 6, part of Parcel 4761 AWS, Meredith.	**LT113588**
		ABERDEEN:	
227.	**31386-0329(LT)**	Instrument LT42095 registered March 16, 1959 is an easement from Daniel Haines to Great Lakes Power Corporation Limited over part of the N½ of Lot 10, Concession 4, Part of Parcel 168 ACS, Aberdeen.	**LT113588**
228.	**31386-0325(LT)**	Instrument LT42501 registered April 30, 1959 is an easement from Martin George Jones and Pearl A. Jones to Great Lakes Power Corporation Limited over part of the N½ of Lot 11, Concession 4, Part of Parcel 275 ACS, Aberdeen.	**LT113588**

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
229.	31386-0279(LT)	Instrument LT42502 registered April 30, 1959 is an easement from David White and Lillian White to Great Lakes Power Corporation Limited over part of the N½ of Lot 12, Concession 4, Part of Parcel 1412 ACS, Aberdeen.	LT113588
230.	31386-0248(LT)	Instrument LT42503 registered April 30, 1959 is an easement from Charles Gordon Wing and Beatrice Maud Wing to Great Lakes Power Corporation Limited over part of the S½ of the S½ of Lot 4, Concession 4, Part of Parcel 3032 ACS, SRO, Aberdeen.	LT113588
231.	31386-0345(LT)	Instrument LT42619 registered May 13, 1959 is an easement from Lydia Rates to Great Lakes Power Corporation Limited over part of Lot 2, Concession 4, Part of Parcel 1286, Aberdeen	LT113588
232.	31386-0301(LT)	Instrument LT42620 registered May 13, 1959 is an easement from Lydia Rates to Great Lakes Power Corporation Limited over part of the S part of Lot 2, Concession 4, Part of Parcel 833 ACS, Aberdeen	LT113588
233.	31386-0447(LT)	Instrument T22926 registered June 3, 1959 is a Right of Way from Minnie May Cort to Great Lakes Power Corporation Limited over part of the S½ of Lot 1, Concession 4, ACS, Aberdeen, part of Parcel 1403, AWS	T220780; T445270
234.	31386-0325(LT)	Instrument LT62044 registered June 16, 1967 is an easement from Martin George Jones and Pearl Aleene Jones to Great Lakes Power Corporation Limited over part of the N½ of Lot 11, Concession 4, Part of Parcel 275 ACS, Aberdeen.	LT113588
235.	31386-0301(LT) 31386-0345(LT)	Instrument LT62114 registered June 28, 1967 is an easement from Lydia Rates to Great Lakes Power Corporation Limited over part of the S½ of Lot 2, Concession 4, Parcel 833 and Part of Parcel 1286, ACS, Aberdeen	LT113588
236.	31386-0329(LT)	Instrument LT62149 registered July 6, 1967 is an easement from Ethel McClelland to Great Lakes Power Corporation Limited over part of the N½ of Lot 10, Concession 4, Part of Parcel 168 ACS, Aberdeen	LT113588
237.	31386-0279(LT)	Instrument LT62304 registered August 3, 1967 is an easement from Harvey James White to Great Lakes Power Corporation Limited over part of the N½ of Lot 12, Concession 4, Part of Parcel 1412 ACS, Aberdeen	LT113588

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
238.	31386-0248(LT)	Instrument LT64432 registered April 2, 1968 is an easement from Charles Gordon Wing to Great Lakes Power Corporation Limited over part of the S½ of the S½ of Lot 4, Concession 4, Part of Parcel 3032 ACS, SRO, Aberdeen	LT113588
		GALBRAITH:	
239.	31387-0014(LT)	Instrument LT42846 registered June 3, 1959 is an easement from Minnie May Cort to Great Lakes Power Corporation Limited over part of the S½ of Lot 12, Concession 4, Part of Parcel 668 ACS, Galbraith	LT113588
240.	31387-0147(LT)	Instrument LT42965 registered June 17, 1959 is an easement from Russell Hunter and Eileen Hunter to Great Lakes Power Corporation Limited over part of the N½ of Lot 4, Concession 3, Pt of Parcel 233 Algoma, Galbraith	LT113588
241.	31387-0243(LT) 31387-0244(LT)	Instrument T23265 registered June 17, 1959 is an easement from Robert John Hunter and Ruby Hunter to Great Lakes Power Corporation Limited over part of the N½ of Lot 5, Concession 3, Galbraith.	T220780; T445270
242.	31387-0237(LT)	Instrument T23406 registered June 23, 1959 is an easement from Charles Mitchell to Great Lakes Power Corporation Limited over part of Lot 3, Concession 3, Galbraith.	T220780; T445270
243.	31387-0106(LT) 31387-0046(LT)	Instrument LT43021 registered June 24, 1959 is an easement from Cedric Stone and Edith M. Stone to Great Lakes Power Corporation Limited over part of the S½ of Lot 10, Concession 4, Part of Parcel 1108 ACS, Galbraith, now Parcel 4939, ACS, SRO.	LT113588; LT248702
244.	31387-0045(LT)	Instrument LT43036 registered June 25, 1959 is an easement from Fred Daniel Martin to Great Lakes Power Corporation Limited over part of the N½ of Lot 8, Concession 3, Part of Parcel 1063 ACS, Galbraith.	LT113588
245.	31387-0038(LT)	Instrument LT43845 registered September 28, 1959 is an easement from Frederick William Cort and Minnie May Cort to Great Lakes Power Corporation Limited over part of S½ of Lot 9, Concession 4, Part of Parcel 1005 Algoma Central Section, Galbraith.	LT113588
246.	31387-0146(LT)	Instrument LT44665 registered December 29, 1959 is an easement from Murray Bean to Great Lakes Power Corporation Limited over part of the S½ of Lot 1, Concession 3, Part of Parcel 23 ACS, Galbraith	LT113588

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
247.	31387-0243(LT) 31387-0244(LT)	Instrument T27849 registered December 30, 1959 is an easement from Donald W. Hagerty executor of the estate of Charles Henry Trower to Great Lakes Power Corporation Limited over part of the N½ of Lot 5, Concession 3, Galbraith	T220780; T445270
248.	31387-0047(LT)	Instrument LT44883 registered February 5, 1960 is an easement from James MacLeod, Mildred Mary MacLeod and Charles Shultz to Great Lakes Power Corporation Limited over part of S½ of Lot 11, Concession 4, Part of Parcel 1160 Algoma Central Section, Galbraith	LT113588
249.	31387-0146(LT)	Instrument LT62506 registered August 23, 1967 is an easement from Murray Bean to Great Lakes Power Corporation Limited over part of S½ of Lot 1, Concession 3, Part of Parcel 23 ACS, Galbraith	LT113588
250.	31387-0243(LT) 31387-0244(LT)	Instrument T89369 registered September 28, 1967 is an easement from Charles H. Kulpinski to Great Lakes Power Corporation Limited over part of the N½ of Lot 5, Concession 3, Galbraith.	T220780; T445270
251.	31387-0237(LT)	Instrument T89549 registered October 4, 1967 is an easement from Heinrich Janssen to Great Lakes Power Corporation Limited over part of Lot 3, Concession 3, Galbraith.	T220780; T445270
252.	31387-0147(LT)	Instrument LT63372 registered December 1, 1967 is an easement from Eileen Sarah Hunter to Great Lakes Power Corporation Limited over part of the N½ of Lot 4, Concession 3, Part of Parcel 233 Algoma, Galbraith	LT113588
253.	31387-0045(LT)	Instrument LT63596 registered December 5,1967 is an easement from John Roderick McKenzie and Gertrude May McKenzie to Great Lakes Power Corporation Limited over part of the N½ of Lot 8, Concession 3, Part of Parcel 1063 ACS, Galbraith.	LT113588
254.	31387-0047(LT)	Instrument LT63784 registered December 20, 1967 is an easement from Harvey James MacLeod and Mildred Mary MacLeod to Great Lakes Power Corporation Limited over part of the S½ of Lot 11, Concession 4, Part of Parcel 1160 Algoma Central Section, Galbraith	LT113588

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
255.	31387-0106(LT)	Instrument LT64137 registered February 12, 1968 is an easement from Sydney Delaney and Marjorie Ann Delaney to Great Lakes Power Corporation Limited over part of the S½ of Lot 10, Concession 4, Part of Parcel 4939 Algoma Central Section, SRO, Galbraith	LT113588
256.	31387-0038(LT)	Instrument LT64980 registered June 17, 1968 is an easement from Howard Erkine McEwen to Great Lakes Power Corporation Limited over part of the S½ of Lot 9, Concession 4, Part of Parcel 1005 ACS, Galbraith	LT113588
		HAUGHTON:	
257.	31388-0009(LT)	Instrument LT45264 registered March 31, 1960 is an easement from Percy Edwin Hamilton to Great Lakes Power Corporation Limited over part of the S½ of Lot 5, Concession 2, Part of Parcel 922 ACS, Haughton	LT113588
258.	31388-0009(LT)	Instrument LT66442 registered December 31, 1968 is an easement from Robert McCort Hamilton and Eva May Hamilton, Executors of the Estate of Percy Edwin Hamilton, to Great Lakes Power Corporation Limited over part of the S½ of Lot 5, Concession 2, Part of Parcel 922 ACS, Haughton	LT113588
		GOULD:	
259.	NOT PINNED	Instrument LT43070 registered June 30, 1959 is an easement from John Stanley William Burrows to Great Lakes Power Corporation Limited over part of the S½ of Lot 10, Concession 1, Gould, Part of Parcel 2125, Section ACS	
260.	31389-0013(LT)	Instrument LT47847 registered March 29, 1961 is an easement from Margaret E. Foster to Great Lakes Power Corporation Limited over part of the N½ of Lot 11, Concession 1, Part of Parcel 1841 ACS, Gould.	LT113588
261.	NOT PINNED	Instrument LT62169 registered July 10, 1967 is an easement from John Stanley William Burrows to Great Lakes Power Corporation Limited over part of the S½ of Lot 10, Concession 1, Gould, Part of Parcel 2125, Section ACS	

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
262.	31389-0013(LT)	Instrument LT63866 registered December 29, 1967 is an easement from Gene Montagnaro and Virginia Stewart McEachern Montagnaro to Great Lakes Power Corporation Limited over part of the N½ of Lot 11, Concession 1, Part of Parcel 1841, ACS, Gould	LT113588
		WELLS:	
263.	31410-0106(LT) 31410-0108(LT)	Instrument LT43645 registered September 2, 1959 is an easement from Douglas Gulley to Great Lakes Power Corporation Limited over part of the N part of Lot 7, Concession 6, part of Parcel 5295 ACS, Wells	LT113588
264.	31410-0181(LT)	Instrument LT60266 registered August 2, 1966 is an easement from Herbert Henry Garrod and Mary L. Garrod to Great Lakes Power Corporation Limited over part of the NE¼ of Lot 8, Concession 6, Part of Parcel 1598 Algoma, Wells	LT113588
265.	31410-0003(LT)	Instrument LT60267 registered August 2, 1966 is an easement from Herbert Henry Garrod and Mary L. Garrod to Great Lakes Power Corporation Limited over part of the NW½ of the N½ of Lot 8, Concession 6, Part of Parcel 65 ACS, Wells	LT113588
266.	31410-0003(LT) 31410-0181(LT)	Instrument LT63597 registered December 5, 1967 is an easement from Herbert Henry Garrod and Mary L. Garrod to Great Lakes Power Corporation Limited over part of the N½ of Lot 8, Concession 6, Part of Parcel 65 and Part of Parcel 1598 ACS, Wells	LT11358
267.	31410-0106(LT) 31410-0108(LT)	Instrument LT64240 registered March 1, 1968 is an easement from Douglas Gulley to Great Lakes Power Corporation Limited over part of the E½ of Lot 7, Concession 6, Part of Parcel 5295 ACS, Wells	LT113588
268.	31410-0181(LT)	Instrument LT69743 registered May 22, 1970 is an easement from Herbert Henry Garrod to Great Lakes Power Corporation Limited over Part of Parcel 1598 Algoma, being Part 1, AR972, Wells.	LT113588
269.	31410-0106(LT)	Instrument LT70960 registered December 9, 1970 is an easement from Douglas Gulley and Verna E. Gulley to Great Lakes Power Corporation Limited over Part of Parcel 5295, ACS, being Part 1, AR972, Wells	LT113588

SCHEDULE "D"
to Deed of Trust
Registry Pins

Part II - Registered Easements, Leases, Rights-of-Way and Rights of Occupation

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
		HAVILLAND	
270.	31306-0373(R)	Instrument T13647 registered December 24, 1957 is an easement from Virginia Hetler Globensky and Herbert E. McCauley to Great Lakes Power Corporation Limited over parts of Block D, Plan H-413, Havilland.	T445269; T445270; T467856
		VAN KOUGHNET	
271.	31344-0164(R)	Instrument LC278 registered July 10, 1934 is an easement from Peter A. Jones, Agness Jones and Francis McKie to The Algoma District Power Company Limited over part of the W½ of the SW¼ of Section 7, Van Koughnet.	T220780; T445270
272.	31344-0188(R)	Instrument LC282 registered November 7, 1934 is an easement from Isadore Rosenstein and Sarah Rosenstein to Great Lakes Power Company Limited over part of the S½ of the NW¼ and part of E½ of the SW¼ of Section 6, Van Koughnet.	T445270; T467856
273.	31344-0188(R)	Instrument LC412 registered May 18, 1949 is an easement from Lynch Timber Company to Great Lakes Power Corporation Limited over part of the E½ of the NW¼ of Section 7, Van Koughnet.	T220780; T445270; T467856
274.	31344-0164(R)	Instrument T8554 registered February 15, 1957 is an easement from Vaino Nikolai Gronroos Green and Margaret Ann Green to Great Lakes Power Corporation Limited over Part of the W½ of the SW¼ of Section 7, Van Koughnet.	T445269; T445270
275.	31344-0188(R)	Instrument T34321 registered November 7, 1960 is an easement from Algoma Forest Products Limited to Great Lakes Power Corporation Limited over part of the N½ of the NW¼ of Section 6, Van Koughnet.	T445269; T445270; T467886;
		FENWICK	
276.	31346-0292(R)	Instrument T15842 registered May 22, 1958 is an easement from Amelia Nardi to Great Lakes Power Corporation Limited over Part of the NW¼ of Section 25, Fenwick.	T220780; T445270; T467856

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
		PENNEFATHER	
277.	**31350-0233(R)**	Instrument AC162 registered October 1, 1931 is an easement from Elizabeth J. Dunseath to The Algoma District Power Company Limited over Part of the SE¼ of Section 25, Pennefather	**T220780; T445270; T467856**
278.	**31350-0232(R)**	Instrument AC163 registered March 1, 1932 is an easement from Alfred Benninghaus and Estella Benninghaus to Great Lakes Power Company Limited over Part of the S½ of the NE¼ and the N½ of the SE¼ of Section 24, Pennefather	**T220780; T445270; T467856**
279.	**31350-0230(R)**	Instrument No. AC175 registered July 10, 1934 is an easement from Thomas John McCauley and Sarah M. McCauley to Great Lakes Power Company Limited over Part of the NE¼of Section 1, Pennefather.	**T220780; T445269; T445270; T467856**
280.	**31350-0233(R)**	Instrument AC183 registered November 7, 1934 is an easement from Isadore Rosenstein and Sarah Rosenstein to Great Lakes Power Company Limited over part of the S½ of the NE¼ of Section 25, Pennefather.	**T445270; T220780; T467856**
281.	**31350-0235(R)**	Instrument AC185 registered November 24, 1934 is an easement from Fred W. McDowell and Ellen McDowell to The Algoma District Power Company Limited over part of the W½ of the NE¼ of Section 36, Pennefather.	**T220780; T445270; T467886;**
		TARENTORUS, SECTION 7	
282.	**31508-0062(R) 31508-0063(R)**	Instrument B2790 registered July 24, 1934 is an easement from William J. Money and Elizabeth Money to The Algoma District Power Company Limited over Part of N½ of the NW¼ of Section 7, Tarentorus.	**T220780; T445270; T467856**
283.	**31508-0062(R) 31508-0063(R)**	Instrument T11483 registered August 12, 1957 is an easement from Hector C. Maitland and Thelma V. Maitland to Great Lakes Power Corporation Limited over part of the S½ of N½ of the NW¼ of Section 7, Tarentorus.	**T220780; T445270; T467856**
		TARENTORUS, SECTION 18	
284.	**31564-0029(R)**	Instrument B2796 registered July 24, 1934 is an easement from John Kaunista and Selina Kaunista to The Algoma District Power Company Limited over part of the S½ of the SW¼ of Section 18, Tarentorus.	**T220780; T445270; T467856**

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
285.	31564-0029(R)	Instrument B2812 registered October 1, 1934 is an easement from Gilbert H. Johnston and Lila May Johnston to The Algoma District Power Company Limited over part of the S½ of the SW¼ of Section 18, Tarentorus.	T220780; T445270; T467856
286.	31564-0029(R)	Instrument T21880 registered April 17, 1959 is an easement from The Director, The Veterans' Land Act to Great Lakes Power Corporation Limited over part of the SW¼ of Section 18, Tarentorus.	T220780; T445270; T467856
287.	31564-0029(R)	Instrument T43217 registered December 7, 1961 is an easement from Frank Larivicre and Wilhemina Lariviere to Great Lakes Power Corporation Limited over Part of the S½ of the SW¼ of Section 18, Tarentorus.	T220780; T445270; T467856
288.	31564-0029(R)	Instrument T83602 registered December 7, 1966 is a right-of-way from Clifford L. Corbett and Shirley A. Corbett to Great Lakes Power Corporation Limited over part of the S¼ of Section 18, Tarentorus	
		TARENTORUS, SECTION 19	
289.	31563-0038(R)	Instrument B2801 registered July 24, 1934 is an easement from George H. Farmer, Wesley J. Farmer, Margaret I. Farmer and Mary J. Farmer to The Algoma District Power Company Limited over Part N½ of the SW¼ of Section 19, Tarentorus.	T220780; T445270; T467856
290.	31563-0038(R)	Instrument T10417 registered June 14, 1957 is an easement from Wesley J. Farmer and Margaret I. Farmer to Great Lakes Power Corporation Limited over part of the N½ of the SW¼ of Section 19, Tarentorus.	T220780; T445270; T467856

	PIN	EASEMENT NUMBERS AND PARTICULARS	Related Instruments
		KORAH	
291.	31582-0010(R) 31582-0011(R)	Instrument T7682 registered November 28, 1956 is an easement from Alistair Royce Dickinson and Theressa Mary Dickinson to Great Lakes Power Corporation Limited over Part of Lot 19, Laura Wesley Subdivision 2, Plan 12898, Korah	T220780; T467887; T467888 (as to 31582-0010 only) and T467898 (as to 31582-0011 only)
292.	31582-0036(R)	Instrument T7194 registered October 29, 1956 is an easement from Samuel B. Dickinson to Great Lakes Power Corporation Limited over part of Lot 19, Laura Wesley Subdivision 2, Korah, Plan 12898	T220780; T467887; T467888
293.	31609-0176(R)	Instrument T-393141 registered January 20, 1998 is an easement from Algoma Steel Inc. to Great Lakes Power Limited over Parts 9, 10, 11, 12, 13, 14, 16 and 17, Plan 1R-9346 and registered in the Algoma Land Titles division against certain absolute and qualified land titles lands as in instrument LT216273.	
294.	31609-0176(R)	Instrument LT216273 registered January 20, 1998 is an easement from Algoma Steel Inc. to Great Lakes Power Limited over Parts 9, 10, 11, 12, 13, 14, 16 and 17, Plan 1R-9346.	
		GALBRAITH	
295.	31387-0239(R)	Instrument T23264 registered June 17, 1959 is an easement from William C. Foster and Margaret Foster to Great Lakes Power Corporation Limited over part of the S½ of Lot 4, Concession 3 Galbraith.	T220780; T445270
296.	31387-0239(R)	Instrument T90667 registered November 27, 1967 is an easement from William C. Foster to Great Lakes Power Corporation Limited over part of the S½ of Lot 4, Concession 3, Galbraith.	T220780; T445270

SCHEDULE E

CONFIDENTIALITY AGREEMENT

THIS CONFIDENTIALITY AGREEMENT is made as of •, 20• between **GREAT LAKES POWER LIMITED** (the "Company") and •, (the "Recipient").

WHEREAS the Recipient is the holder or the agent of a holder of a Bond issued under and entitled to the benefit of a deed of trust dated as of March __, 2008 (the **"Original Deed of Trust"**, and, as supplemented by the first supplemental trust indenture dated as of March __, 2008 and as each such document may from time to time be amended, modified, supplemented, revised, restated or replaced, collectively, the **"Deed of Trust"**) between the Company and CIBC Mellon Trust Company as trustee;

AND WHEREAS pursuant to Section 6.22 of the Original Deed of Trust, the Recipient has certain rights of inspection over the records of the Company, subject, at the Company's request, to signing a confidentiality agreement in the form of this Agreement;

AND WHEREAS the Recipient desires to exercise its rights of inspection and the Company has requested that the Recipient enter into this Agreement;

NOW THEREFORE, in consideration of the premises and the covenants and agreements herein contained, the parties agree as follows:

1. The following terms shall have the meanings herein set forth:

"Agreement" means this agreement, including its recitals, as amended or replaced from time to time.

"Confidential Information" means information provided to the Recipient by or on behalf of the Company specifically in connection with the rights of inspection contemplated by the recitals hereto or otherwise pursuant to this Agreement that is proprietary in nature and that is identified as being confidential information of the Company, provided that such term does not include information that:

(a) was publicly known or otherwise known to the Recipient prior to the time of such disclosure,

(b) subsequently becomes publicly known through no act or omission by the Recipient or any person acting on the Recipient's behalf;

(c) otherwise becomes known to the Recipient other than through disclosure by the Company; or

(d) constitutes financial statements delivered to the Recipient that are otherwise publicly available.

2. The Recipient will maintain the confidentiality of Confidential Information in accordance with procedures adopted by the Recipient in good faith to protect confidential information of third parties delivered to it, provided that the Recipient may deliver or disclose Confidential Information to:

   (a) the directors, officers, employees, agents, lawyers and affiliates of the Recipient;

   (b) its financial advisors and other professional advisors who agree to hold in confidence the Confidential Information substantially in accordance with the terms of this Section 2;

   (c) any holder of any Bond;

   (d) any person to which the Recipient sells or offers to sell such Bond or any part thereof or any participation therein (if such person has agreed in writing prior to its receipt of such Confidential Information to be bound by the provisions of this Section 2);

   (e) any federal, state or provincial regulatory authority having jurisdiction over the Recipient;

   (f) the National Association of Insurance Commissioners or any similar organization; or

   (g) any other person to which such delivery or disclosure may be necessary or required as a matter of law.

3. Nothing contained herein will be deemed to create any partnership, joint venture or relationship of principal and agent between the parties or to provide either party with the right, power or authority, whether express or implied, to create any duty or obligation on behalf of the other party.

4. This Agreement will enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties.

5. This Agreement is governed by and will be construed in accordance with the laws of the Province of Ontario and the laws of Canada applicable therein.

6. This Agreement may be executed in any number of counterparts, each of which will be deemed to be an original and all of which taken together will be deemed to constitute one and the same instrument.

7. Delivery of an executed signature page to this Agreement by any party by electronic transmission will be as effective as delivery of a manually executed copy of the Agreement by such party.

IN WITNESS WHEREOF the parties have executed this Agreement.

GREAT LAKES POWER LIMITED

Per: _____
(Authorized Signatory)

Per: _____
(Authorized Signatory)

•

Per: _____
(Authorized Signatory)

Per: _____
(Authorized Signatory)

SCHEDULE "F"
to Deed of Trust
Exceptions as to Title

1. The following Transmission Property Rights which have not been assigned by GLPT but are held by GLPL in trust pending obtaining the necessary consents to assignment:

   (a) Agreement dated July 25, 1984 between Her Majesty the Queen in Right of Canada, as represented by the Minister of Indian Affairs and Northern Development, and Great Lakes Power Corporation Limited;

   (b) License originally between Algoma Central Corporation (now Three Lakes Land Company) and GLPL dated as of February 1, 1998; and

   (c) Certain road, railway and wire crossing permits, licenses or agreements.

2. A proposed sublicense to be granted by GLPL in favour of GLPT of certain lands licensed to GLPL pursuant to a License of Occupation dated January 1, 1989, originally between Algoma Central Railway and GLPL, as assigned, amended, supplemented and restated from time to time (which proposed sublicense may require consent that has not been obtained).

3. Proposed sublicenses from 3011651 Nova Scotia Limited (as successor to Algoma Central Corporation) under Non-Exclusive License Agreements dated February 1, 1993 and September 1, 1988 and all consents required for the creation of such sublicenses and the charging of such sublicenses that have not been obtained.

4. A new license agreement is required to replace the License originally between 3011650 Nova Scotia Limited and GLPL dated as of July 1, 1999 (which will be pursued from the current owner of the affected lands).

5. Other easements, licenses or rights forming part of the Transmission Property Rights which may have issues affecting their validity provided that such issues have not resulted in and do not result in an interruption in GLPT's access to and use of such Transmission Property Rights or GLPT's ability to operate the Transmission Business and provided that neither GLPL nor GLPT has received notice from any other person contesting the validity of thereof.

6. Instrument No. AC176 registered July 10, 1934 is an easement from Thomas J. McCauley and Sarah M. McCauley to The Algoma District Power Company over Part of the S½ of the SE¼ of Section 13 and part of the N½ of the NE¼ of Section 24, Pennefather.

7. Instrument T77424 registered February 25, 1966 is an easement from W.E. Muncaster to Great Lakes Power Corporation Limited over part of the SE¼ of Section 18, Tarentorus.

8. Instrument T83602 registered December 7, 1966 is a right-of-way from Clifford L. Corbett and Shirley A. Corbett to Great Lakes Power Corporation Limited over part of the S¼ of Section 18, Tarentorus.

9. Other easements, licenses or rights forming part of the Transmission Property Rights which may have issues affecting their validity provided that such issues have not resulted in and do not result in an interruption in GLPT's ability to operate the Transmission Business and provided that neither GLPL nor GLPT has received notice from any other person contesting the validity of thereof.

SCHEDULE G
CALCULATIONS

Calendar Month	EBITDA/Projected EBITDA	Debt Service	Coverage
Total			

Senior Debt	
Term	• years
Principal	•
Interest	•%
Subordinate Debt	
Term	• years
Principal	•
Interest	•%
	Annual
Senior Debt	•
Subordinate Debt	•

ASSIGNMENT, ASSUMPTION AND RELEASE AGREEMENT

THIS AGREEMENT is made as of the 12th day of March, 2008.

AMONG:

GREAT LAKES POWER LIMITED, a corporation incorporated under the laws of the Province of Ontario

(hereinafter called the "**Assignor**")

- and -

GREAT LAKES POWER TRANSMISSION LP, a limited partnership formed under the laws of the Province of Ontario

(hereinafter called the "**Assignee**")

- and -

CIBC MELLON TRUST COMPANY, in its capacity as trustee for and on behalf of the bondholders (in such capacity, hereinafter called the "**Trustee**")

BACKGROUND:

A. The Assignor is indebted and otherwise obligated to perform certain obligations to the Trustee and the bondholders pursuant to a deed of trust made as of March 12, 2008 between the assignor and the Trustee, as supplemented by a first supplemental indenture dated as of March 12, 2008 (collectively, the "**Indenture**") pursuant to which the Assignor has issued Series 1 Senior Bonds in the aggregate principal amount of Cdn. $120,000,000 (collectively the "**Bonds**").

B. The Assignor is party to certain of the Operative Documents, including certain of the Security Agreements, pursuant to which the Assignor has provided certain security to the Trustee in respect of the Assignor's obligations under the Indenture and the Bonds (collectively, the "**Obligations**").

C. The Assignor proposes to transfer to the Assignee the Power Assets, including its rights under the Indenture and the Operative Documents to which the Assignor is a party, and to have the Assignee assume the Obligations and certain of the Assignor' obligations pursuant to a purchase and sale agreement between the Assignor and the Assignee dated as of December 11, 2007 (the "**Purchase Agreement**").

D. This Agreement is intended to reflect the agreement amongst the parties hereto with respect to such assignment and assumption.

NOW THEREFORE in consideration of the mutual obligations contained herein and for other consideration, the receipt and sufficiency of which are hereby acknowledged, the parties agree as follows:

1. INTERPRETATION

1.1 Defined Words

Words which are defined or given extended meanings in the Indenture and are not otherwise defined herein are used in this Agreement with the same respective defined or extended meanings. The Operative Documents, other than the Material Contracts, are hereinafter referred to as the "**Indenture Documents**".

1.2 References to Agreements

Each reference in this Agreement to any agreement (including this Agreement and any other defined term that is an agreement) shall be construed so as to include such agreement (including any attached schedules) and each change made to it at or before the time in question.

1.3 Headings and Titles, etc.

The division of this Agreement into Articles and Sections and the insertion of headings and titles are for convenience of reference only and shall not affect the construction or interpretation of this Agreement. The terms "this Agreement", "hereof", "hereunder" and similar expressions refer to this Agreement and not to any particular Article, Section, Subsection, paragraph, subparagraph, clause or other portion of this Agreement.

1.4 Number and Gender

In this Agreement, words in the singular (including defined terms) include the plural and vice-versa (the necessary changes being made to fit the context) and words in one gender include all genders.

2. ASSIGNMENT, ASSUMPTION, CONSENT AND RELEASE

As of and from the date hereof and subject to the terms and conditions herein contained:

(a) the Assignor hereby assigns to the Assignee all of the rights of the Assignor under the Indenture Documents (herein called the "**Assigned Rights**");

(b) the Assignee hereby assumes obligations identical to the Obligations owing by the Assignor to the Trustee and each bondholder (herein called the "**Transferred Obligations**") and agrees to be bound by the Indenture Documents to which the Assignor and the Trustee are parties in the place and stead of the Assignor, and the

Assignee agrees to perform and be responsible for the Transferred Obligations, as well as all other Obligations which are now and may hereafter become due or owing by the Assignee under the Indenture Documents to the Trustee and the bondholders, (such Obligations together with the Transferred Obligations, the "**Secured Obligations**") as if the Assignee were named in the Indenture Documents to which the Assignor is party as an original party thereto in substitution for the Assignor in respect of such Secured Obligations;

(c) the Trustee on its own behalf and on behalf of the bondholders, hereby consents to the Assignor's assignment to the Assignee of the Power Assets and the Assigned Rights and the Assignee's assumption of the Secured Obligations pursuant to this Agreement and agrees to accept the Assignee as party to the Indenture Documents as party thereto in the place and stead of the Assignor;

(d) the Assignor hereby releases and forever discharges the Trustee and the bondholders of and from all obligations and losses and expenses arising under, by reason of, or otherwise in connection with the Assigned Rights and the Secured Obligations; and

(e) except as provided in Section 3 below, the Trustee hereby releases and forever discharges the Assignor of and from any and all obligations, covenants, liabilities, losses and expenses arising under, by reason of, or otherwise in connection with the Assigned Rights, the Indenture Documents and the Secured Obligations, such release to take effect immediately after the assumption by the Assignee of the Secured Obligations takes effect under paragraph (b) above.

3. TRANSFER OF SECURITY

Nothing in this Agreement is intended by the parties to, and shall not constitute, a discharge, satisfaction, release or novation of any Lien created in favour of the Trustee under the Security Agreements. The Assignee hereby confirms the validity and effect of the Liens created under the Security Agreements and agrees that such Liens continue in full force and effect and bind the Secured Assets transferred to the Assignee in accordance with the terms of the Security Agreements, and that such Liens shall secure the Secured Obligations.

4. REGRANT OF SECURITY

To secure the payment and performance of the Secured Obligations, the Assignee hereby mortgages, charges, assigns and grants a hypothec and security interest in all Secured Assets in which the Assignee now or hereinafter has rights to the Trustee pursuant to the Security Agreements, including its rights under the undertaking dated as of the date hereof provided to the Assignee by the Assignor, to the same extent, in identical terms and subject to the same conditions as the mortgages, charges, assignments and grants of hypothecs and security interests contained in each such Security Agreement, with references therein to obligations of the Assignor owing to the Trustee being construed as references to the Secured Obligations owing by the Assignee to the Trustee and the bondholders, together with such other changes thereto as may be necessary to reflect the substitution of the Assignee for the Assignor under such Security Agreements.

5. REPRESENTATIONS AND WARRANTIES

(a) The Assignee represents and warrants to each other party hereto that this Agreement constitutes a legal, valid and binding obligation on its part which is enforceable by each such other party against the Assignee in accordance with its terms, subject, however, to bankruptcy, insolvency, fraudulent conveyance and similar laws affecting creditors' rights generally, and general principles of equity (regardless of whether the application of such principles is considered in a proceeding in equity or at law).

(b) The Assignor represents and warrants to each other party hereto that this Agreement constitutes a legal, valid and binding obligation on its part which is enforceable by each such other party against the Assignor in accordance with its terms, subject, however, to bankruptcy, insolvency, fraudulent conveyance and similar laws affecting creditors' rights generally, and general principles of equity (regardless of whether the application of such principles is considered in a proceeding in equity or at law).

6. FURTHER ASSURANCES

Each of the Assignor, the Assignee and the Trustee agrees to do all acts and things and execute all agreements, instruments and other documents as may reasonably be requested by any other party hereto from time to time for the purposes of giving effect to the intent and purpose of this Agreement, including, without limitation, the release of the Assignor contemplated hereby, provided that in the case of the Trustee, the doing of all such acts and things shall be at the expense of the Assignor.

7. ENTIRE AGREEMENT

There are no representations, warranties, conditions, other agreements or acknowledgments whether direct or collateral, express or implied that form part of or affect this Agreement other than as expressed herein.

8. INVALIDITY

If any provision of this Agreement is determined to be invalid or unenforceable by a court of competent jurisdiction from which no further appeal lies or is taken, that provision shall be deemed to be severed herefrom, and the remaining provision of this Agreement shall not be affected thereby and shall remain valid and enforceable. Each of the Assignee and the Assignor, at the request of any other party hereto, shall enter into good faith negotiations to replace any invalid or unenforceable provision contained in this Agreement with a valid and enforceable provision which has the commercial effect as close as possible to that of the invalid or unenforceable provision, to the extent permitted by law.

9. TIME OF THE ESSENCE

Time is of the essence of each provision of this Agreement.

10. GOVERNING LAW

This Agreement shall be governed by, and construed and interpreted in accordance with, the laws in force in the Province of Ontario, including the federal laws of Canada applicable therein (excluding any conflict of laws rule or principle which might refer such construction to the laws of another jurisdiction).

11. COUNTERPARTS

This Agreement may be executed in any number of counterparts and by the different parties hereto in separate counterparts each of which when executed and delivered shall constitute an original but all the counterparts shall together constitute but one and the same instrument. Transmission of an executed signature page of this Agreement by facsimile transmission or by e-mail in pdf format shall be effective as delivery of a manually executed counterpart hereof.

[REMAINDER OF PAGE INTENTIONALLY LEFT BLANK]

IN WITNESS WHEREOF the parties hereto have executed this Agreement as of the day and year first above written.

GREAT LAKES POWER LIMITED,
as Assignor

By: _____
Name: Patricia Boodl
Title: Vice President and Secretary

By: _____
Name:
Title:

GREAT LAKES POWER TRANSMISSION LP, by its General Partner
Great Lakes Power Transmission Inc.
as Assignee

By: _____
Name: Patricia Boodl
Title: Secretary, Vice President of Legal Services and General Counsel

By: _____
Name:
Title:

CIBC MELLON TRUST COMPANY, as Trustee

By: _____
Name:
Title: EUGENIA PETRYLA
ACCOUNT MANAGER

By: _____
Name:
Title:

FIRST SUPPLEMENTAL TRUST INDENTURE

Made as of March 12, 2008

Between

GREAT LAKES POWER LIMITED
as issuer

and

CIBC MELLON TRUST COMPANY
as trustee

Supplementing the Deed of Trust

made as of March 12, 2008

and

providing for the issue of

$120,000,000 aggregate principal amount of 6.60% Senior Bonds
due June 16, 2023 (Series 1)

TABLE OF CONTENTS

FIRST SUPPLEMENTAL TRUST INDENTURE

THIS FIRST SUPPLEMENTAL TRUST INDENTURE dated as of March 12, 2008,

B E T W E E N:

GREAT LAKES POWER LIMITED
a corporation incorporated under the laws of Ontario (the "**Company**")

and

CIBC MELLON TRUST COMPANY
a trust company existing under the laws of Canada (the "**Trustee**")

RECITALS

WHEREAS the Company has entered into a deed of trust (the "**Indenture**" or "**Trust Indenture**") with the Trustee dated as of March 12, 2008 which provides for the issuance of one or more series of Bonds of the Company by way of supplemental indentures;

AND WHEREAS pursuant to Section 3.7 of the Indenture, the Company and the Trustee may enter into supplemental trust indentures providing for the issue of Bonds of any one or more series and for establishing the terms, provisions and conditions of a particular series of Bonds;

AND WHEREAS this First Supplemental Trust Indenture is entered into for the purpose of providing for the issuance of $120,000,000 aggregate principal amount of Series 1 Senior Bonds (the "**Series 1 Senior Bonds**") pursuant to the Indenture and establishing the terms, provisions and conditions of the Series 1 Senior Bonds;

AND WHEREAS all necessary resolutions of the directors and shareholders of the Company have been duly enacted and passed and other proceedings taken to make this First Supplemental Trust Indenture a valid and binding indenture; and

AND WHEREAS the foregoing recitals are made as representations and statements of fact by the Company and not by the Trustee;

NOW THEREFORE THIS FIRST SUPPLEMENTAL TRUST INDENTURE WITNESSES and it is hereby covenanted, agreed and declared as follows:

SECTION 1INTERPRETATION

1.1 To Be Read With Deed of Trust

This First Supplemental Trust Indenture is a supplemental indenture to the Indenture. The Indenture and this First Supplemental Trust Indenture will be read together and will have effect as though all the provisions of both indentures were contained in one instrument.

1.2 Headings etc.

The division of this First Supplemental Trust Indenture into Sections and clauses, the provision of a table of contents and the insertion of headings are for convenience of reference only and will not affect the interpretation thereof. Unless the context otherwise requires, the expression "Section" and "Schedule" followed by a number, letter or combination of numbers and letters refer to the specified Section of or Schedule to this First Supplemental Trust Indenture.

1.3 Definitions

All terms which are defined in the Indenture and used but not defined in this First Supplemental Trust Indenture have the meanings ascribed to them in the Indenture, as such meanings may be amended or supplemented by this First Supplemental Trust Indenture. In the event of any inconsistency between the meaning given to a term in the Indenture and the meaning given to the same term in this First Supplemental Trust Indenture, the meaning given to the term in this First Supplemental Trust Indenture shall prevail to the extent of the inconsistency. Subject to the foregoing, in this First Supplemental Trust Indenture and in the Series 1 Senior Bonds, the following terms have the following meanings:

(1) **"Canada Yield Price"** means a price for any Series 1 Senior Bonds to be redeemed, calculated at 10:00 a.m. (Toronto time) on the Redemption Price Determination Date, to provide a yield from the Redemption Date to maturity of the Series 1 Senior Bonds equal to the Government of Canada Yield plus (i) 0.40% until June 16, 2021, and 0.25% thereafter in the case of Series 1 Senior Bonds redeemed pursuant to Section 2.5 hereof, and (ii) 1.75% in the case of Series 1 Senior Bonds redeemed pursuant to Section 2.8 hereof.

(2) **"Date of Conversion"** means the March 12, 2008.

(3) **"Government of Canada Yield"** means, on any date, the then current mid-market yield to maturity on such date expressed as a rate per annum, assuming semi-annual compounding, which a non-callable Government of Canada Bond would yield if issued on such date in Canadian dollars in Canada at 100% of its principal amount on such date with a remaining term to maturity equal to the average life of the Series 1 Senior Bonds being redeemed. The Government of Canada Yield will be determined by two Investment Dealers selected by the Company.

(4) **"Indemnified Tax"** means Tax under Part XIII of the *Income Tax Act* (Canada) (as the same may be amended, supplemented or replaced) or any successor provisions (for instance in accordance with Section 803 of the Regulations to the *Income Tax Act* (Canada)) or any similar

tax imposed by any jurisdiction into which the Company continues or re-domiciles or in which the Company is or becomes organized resident or carries on business to the extent that the Tax is in respect of a payment by the Company to a holder of a Series 1 Senior Bond who, at the time of the payment, is a resident of the United States for purposes of the Canada-United States Income Tax Convention (as the same may be amended, supplemented or replaced) and holds in excess of $3,125,000 principal amount of Series 1 Senior Bonds, in respect of Series 1 Senior Bonds acquired by such holder otherwise than by way of a transfer, after a change in law, or the interpretation thereof, giving rise to the obligation of the Company to pay the additional amounts or the indemnity, as the case may be, from another holder of a Series 1 Senior Bond that is not a resident of the United States for purposes of the Canada-United States Income Tax Convention (as the same may be amended, supplemented or replaced). Notwithstanding the foregoing, no Indemnified Tax will be payable in respect of any Series 1 Senior Bonds in respect of which a waiver pursuant to Section 2.8 (a)(ii) has been made.

(5) **"Maturity Date"** means June 16, 2023.

(6) **"Original Indenture"** means the deed of trust dated June 16, 2003 between the Company and CIBC Mellon Trust Company, as trustee thereunder, as supplemented by a First Supplemental Trust Indenture dated as of June 16, 2003, a Second Supplemental Trust Indenture dated as of July 31, 2003, a Third Supplemental Trust Indenture dated as of June 30, 2006 and a Fourth Supplemental Trust Indenture dated as of March 12, 2008.

(7) **"Redemption Price"** means, in respect of any Series 1 Senior Bond being redeemed, the greater of the outstanding principal amount thereof to be redeemed and the Canada Yield Price of the principal amount thereof to be redeemed, together with accrued and unpaid interest up to but excluding the date fixed for redemption.

(8) **"Redemption Price Determination Date"** means the date of the determination of the Canada Yield Price for the Series 1 Senior Bonds to be redeemed which will be three business days prior to the Redemption Date following the date of the delivery of a pricing notice to the bondholders.

(9) **"Series 1 Original Senior Bonds"** means the 6.60% Senior Bonds due June 16, 2023 (Series 1) created pursuant to the Original Indenture.

(10) **"Series 1 Senior Bonds"** has the meaning given to that term in the recitals hereto.

(11) **"Series 1 Senior Bond Interest Rate"** means a rate of 6.60% per annum.

(12) **"Taxes"** means any taxes, duties, assessments, imposts, levies and other similar charges imposed by any Governmental Authority in Canada or the United States, including all interest, penalties, fines, additions to tax or other additional amounts imposed by any Governmental Authority in Canada or the United States in respect thereof, and including those levied on, or measured by, or referred to as, income, gross receipts, profits, capital, transfer, land transfer, sales, goods and services, harmonized sales, use, value-added, excise, withholding, business, property, occupancy, employer health, payroll, employment, health, social services, education and social security taxes, all surtaxes, all customs duties and import and export taxes, countervail

and anti-dumping and all employment insurance, health insurance and Canada, Québec and other government pension plan premiums or contributions.

SECTION 2SERIES 1 SENIOR BONDS – FORM AND TERMS

2.1 Conditions Precedent to the Creation of the Series 1 Senior Bonds

(1) The creation, issuance and execution by the Company and the certification by the Trustee of the Series 1 Senior Bonds to be issued upon the conversion of the Series 1 Original Senior Bonds will be subject to the satisfaction of each of the following conditions:

(a) The Company having delivered to the Trustee a title insurance policy (from the same insurer and providing the same coverage and endorsements as the title insurance policy originally delivered in respect of the Series 1 Original Senior Bonds) insuring the priority of the Security against the Power Real Estate in an amount equal to $120,000,000 (representing the aggregate outstanding principal amount of the Series 1 Senior Bonds);

(b) Compliance by the Company with the conditions precedent set out in the Indenture with respect to the creation, issuance and execution by the Company, and the certification by the Trustee, of the Series 1 Senior Bonds and the execution and delivery by the Company, the Nominee and 1228185 Ontario Limited, of the Security Agreements;

(c) Compliance by the Company with the conditions precedent set out in the Original Indenture and the Fourth Supplemental Trust Indenture (as referred to in the definition of "Original Indenture") with respect to the creation, issuance and execution by the Company, and the certification by the trustee thereunder of $264,000,000 aggregate principal amount of Series 2 Senior Bonds and $115,000,000 aggregate principal amount of Series 2 Subordinate Bonds pursuant thereto;

(d) The Company having furnished to the Trustee (i) a Written Order for the certification and delivery of Series 1 Senior Bonds having an aggregate principal amount of $120,000,000 and (ii) a Certified Resolution authorizing the entering into of this First Supplemental Trust Indenture and the creation, issuance and execution of the Series 1 Senior Bonds in the aggregate principal amount of $120,000,000, having the attributes set out in this First Supplemental Trust Indenture;

(e) Receipt by the Trustee of an Opinion of Company Counsel dated the date of such Written Order to the effect that (i) all of the conditions precedent provided for in Section 2.1(1) relating to the authorization, execution, certification and delivery of the Series 1 Senior Bonds have been complied with in accordance with the terms of this First Supplemental Trust Indenture , and (ii) the Series 1 Senior Bonds to be issued upon the conversion of the Series 1 Original Senior Bonds have been duly authorized and executed by the Company and, upon certification

by the Trustee and delivery thereof by the Trustee or the Company, will be valid and legally binding obligations of the Company and will be secured by the Security, subject to customary qualifications and assumptions;

(f) Receipt by the Trustee of an Officers' Certificate stating that (i) all of the conditions precedent provided for in this Section 2.1(1) relating to the authorization, execution, certification and delivery of the Series 1 Senior Bonds have been complied with in accordance with the terms of this First Supplemental Trust Indenture, and (ii) so far as is known to the signers, after having made due enquiry pursuant to section 17.12 of the Indenture, no Default or Event of Default has occurred and is continuing or will result from the making or granting of the Written Order; and

(g) The Trustee shall have delivered a certificate signed by an authorized officer of the Trustee to the effect that: (i) the Trustee has performed and complied with all of its obligations under the Indenture in connection with the issuance of the Series 1 Senior Bonds; and (ii) the following representations are true and correct on and with respect to the Date of Conversion and shall survive the conversions of the Series 1 Original Senior Bonds and the issuance of the Series 1 Senior Bonds:

(i) at the date thereof, no winding up, liquidation, dissolution, insolvency, bankruptcy, amalgamation, reorganization or continuation proceedings have been commenced or are being contemplated by the Trustee and the Trustee has no knowledge of any such proceedings having been commenced or being contemplated in respect of the Trustee by any other person;

(ii) compliance by the Trustee with all of the provisions of the Indenture will not conflict with or result in any breach of any of the terms, conditions or provisions of, or constitute a default under the Letters Patent of the Trustee;

(iii) there is no conflict of interest between the Trustee's role as a trustee under the Indenture and its role in any other capacity (including its capacity as trustee under the Original Indenture) which would in any way affect it in performing its duties under the Indenture; and

(iv) the Trustee has duly certified the Series 1 Senior Bonds in accordance with Section 2.5 of the Indenture.

(2) Upon the issuance of the Series 1 Senior Bonds, the Trustee will provide to each bondholder a copy of this First Supplemental Trust Indenture along with all other documentation referred to in this Section 2.1.

2.2 Creation and Designation

The initial Series 1 Senior Bonds shall consist of and, exclusive of the Series 1 Senior Bonds issued upon any transfer of or any exchange or substitution for or by way of replacement of any Series 1 Senior Bonds previously issued, be limited to, Bonds in the aggregate principal amount not in excess of $120,000,000 to be designated as 6.60% Senior Bonds due June 16, 2023 (Series 1), to be issued upon the conversion of the Series 1 Original Senior Bonds.

2.3 Date of Issue and Maturity

The Series 1 Senior Bonds shall be dated the Date of Conversion and any Series 1 Senior Bond issued in substitution for or upon exchange or transfer of any Series 1 Senior Bond, as provided in Section 2.7 or 2.10 of the Indenture, will be dated the same date. The Series 1 Senior Bonds will become due and payable, together with all accrued interest and unpaid interest thereon, on the Maturity Date.

2.4 Principal and Interest

The principal amount of the Series 1 Senior Bonds will bear interest from the Date of Conversion at a rate per annum equal to the Series 1 Senior Bond Interest Rate (and, in the case of default, interest on all amounts overdue including overdue interest) calculated semi-annually in arrears. Interest shall be payable on June 16 and December 16 in each year commencing on June 16, 2008 and ending on the Maturity Date. Commencing on December 16, 2013, payments of principal will be paid semi-annually in accordance with the payment schedule attached hereto as Schedule "3" such that there will be paid on the Series 1 Senior Bonds equal blended semi-annual payments of principal and interest calculated on the basis of a 25 year amortization period. Upon any partial redemption of a Series 1 Senior Bond in accordance with the terms hereof, the equal semi-annual blended payments of principal and interest payable under such Series 1 Senior Bonds will be recalculated by the Company to reflect such redemption and the amount of principal payable on each payment date will be reduced proportionately. All payments of principal and interest due in respect of the Series 1 Senior Bonds will be paid in Canadian Dollars.

2.5 Redemption of Series 1 Senior Bonds

(a) The Series 1 Senior Bonds may be redeemed, at the option of the Company in whole at any time or in part from time to time, on not less than 30 days' and not more than 60 days' written notice (but for greater certainty only *pro rata* as among the holders of the Series 1 Senior Bonds) upon payment of the Redemption Price for the Series 1 Senior Bonds to be redeemed and otherwise in accordance with Article 5 of the Indenture. The written notice of redemption will be delivered to the holders of Series 1 Senior Bonds and will include, in addition to the requirements contained in Section 5.3 of the Indenture, a description of the method of calculating the Redemption Price as well as a sample calculation. On the date that is three business days before redemption, the Company must give to the Trustee and the holders of Series 1 Senior Bonds so to be redeemed notice of

the actual Redemption Price showing in reasonable detail the computation of the Redemption Price for the Series 1 Senior Bonds.

(b) Upon the redemption of the Series 1 Senior Bonds as provided for hereunder and in the Indenture, notwithstanding anything to the contrary in the Indenture, the holder of a Series 1 Senior Bond will not be obligated to surrender such Series 1 Senior Bond to the Trustee or any other person except on receipt by such holder of the Redemption Price in respect to such Series 1 Senior Bond. This Section 2.5(b) constitutes a home office payment agreement for the purposes of Section 2.11 of the Indenture.

2.6 Government of Canada Yield

For the purposes of the determination of the Government of Canada Yield on a given date, the two Investment Dealers selected by the Company will confer with respect to such determination and will jointly report to the Company, the Trustee and each of the bondholders holding Bonds being redeemed the percentage figure they have determined for the Government of Canada Yield or, if the determinations are not the same, the arithmetic average (rounded to 4 decimal places) of the respective percentages and figures determined by each and such agreed percentage or average, as the case may be, will be the Government of Canada Yield for the purposes hereof.

2.7 Payment on Series 1 Senior Bonds Net of Withholding Imposts

(a) All payments by the Company under any Series 1 Senior Bond, whether in respect of principal, Make-Whole Amount (if any), interest, interest on overdue interest, fees or any other payment obligations, will be made in full, free and clear of and without any deduction or withholding for or on account of any present or future Taxes or duties of whatsoever nature unless the Company is required by Applicable Law to so deduct or withhold, in which event the Company will:

(i) forthwith pay to each holder of a Series 1 Senior Bond such additional amount so that the net amount received by the holder of such Series 1 Senior Bond after any deduction or withholding for or on account of any Indemnified Tax (including any deduction or withholding for or on account of any Indemnified Tax on additional amounts payable under this Section 2.7(a)(i)) will equal the full amount which would have been received by it had no such deduction or withholding for or on account of Indemnified Tax been made, and pay to such holder of such Series 1 Senior Bond such additional amounts so as to hold such bondholder harmless on an after-Tax basis from any Taxes payable by reason of the additional amounts payable pursuant to this Section 2.7(a)(i);

(ii) make the deduction or withholding required by Applicable Law (including any deduction or withholding from any additional amount paid pursuant to Section 2.7(a)(i));

(iii) pay to the relevant taxation or other authorities within the period for payment permitted by Applicable Law the full amount of the deduction or withholding (including the full amount of any deduction or withholding from any additional amount paid pursuant to Section 2.7(a)(i)); and

(iv) furnish to each holder of such Series 1 Senior Bond promptly, as soon as available, an official receipt of the relevant taxation or other authorities involved for all amounts deducted or withheld as aforesaid.

Any reference in the Indenture (including this supplemental indenture) to principal, Make-Whole Amount, interest, interest on overdue interest, fees or any other payment obligation of the Company will be deemed also to refer to any additional amounts payable pursuant to Section 2.7(a)(i).

(b) If as a result of any payment by the Company under any Series 1 Senior Bond, whether in respect of principal, Make-Whole Amount (if any), interest, interest on overdue interest, fees or other payment obligations, any holder of a Series 1 Senior Bond is required to pay any Indemnified Tax, then the Company will, upon demand by any such bondholder, and whether or not such Indemnified Taxes are correctly or legally asserted, indemnify each such bondholder for the payment of any such Indemnified Taxes, together with any interest, penalties and expenses in connection therewith, and for any Taxes on such indemnity payment. All such amounts shall be payable by the Company on demand and shall bear interest at the rate of interest per annum applicable to the Series 1 Senior Bonds per annum calculated from the date incurred by the bondholder to the date paid by the Company.

(c) If the Company is required to pay any additional amount to a holder of Series Senior 1 Bonds in respect of Taxes (other than Indemnified Taxes) under Section 2.7(a), then if such holder realizes any savings of any Taxes (by way of credit (including foreign tax credit), deduction, refund, exclusion from income or otherwise, which Tax savings were not taken into account in calculating the additional amount) as a result of the Taxes giving rise to the payment of any such additional amount, then if and to the extent of any such additional amount, the holder will, at the time it realizes such Tax savings, repay the amount of such Tax savings to the Company, together with the amount of any Tax savings resulting from payment under this section.

2.8 Optional Prepayment with Modified Make-Whole Amount

(a) If the Company is required to make payments to any holder of a Series 1 Senior Bond pursuant to Section 2.7(a)(i) hereof or make any indemnity payment to any holder of a Series 1 Senior Bond pursuant to Section 2.7(b) hereof, and, in each case, the Company would have been required to make such payments on the Series 1 Bonds even if the transactions contemplated by Section 2.1 hereof and by Section 2.1 of the Fourth Supplemental Indenture (as referred to in the definition

of "Original Indenture") relating to the conversion of the Series 1 Original Senior Bonds and the transfer to the Company of the Transmission Business had not occurred, then the Company shall be entitled to redeem the Series 1 Senior Bonds so affected in whole upon payment of the Redemption Price for the Series 1 Senior Bonds to be redeemed, provided that:

(i) the Company's right to redeem under this Section 2.8(a) will terminate if the Company has not given notice of redemption under Section 2.8(b) on or before the later of (A) 9 months after the date that the Company is first called upon by any holder of a Series 1 Senior Bond to honour its payment or indemnity obligations under Section 2.7(a)(i) or (b), respectively, or (B) 9 months after the date that any legislation requiring the Company to make any deduction or withholding under Section 2.7(a)(i) hereof, or requiring any holder of a Series 1 Senior Bond to pay any Indemnified Tax as contemplated in Section 2.7(b) hereof, comes into force; and

(ii) the Company shall not be entitled to redeem under this Section 2.8(a) any Series 1 Senior Bond in respect of which the holder of such Bond thereof has, within 10 business days of receipt of a redemption notice made in accordance with Section 2.8(b), waived in writing the future obligations of the Company under Section 2.7(a)(i) or (b) hereof in respect to such deduction or withholding or indemnity for Taxes (without prejudice to accrued obligations thereunder).

(b) The Company will give each holder of a Series 1 Senior Bond whose Series 1 Senior Bonds it has elected to redeem pursuant to Section 2.8(a) irrevocable written notice of any redemption pursuant to Section 2.8(a) not less than 10 business days nor more than 60 business days prior to the Redemption Date, specifying (i) the Series 1 Senior Bonds to be prepaid, (ii) the Redemption Date (which shall be a business day), (iii) the total principal amount of the Series 1 Senior Bonds, and of the Series 1 Senior Bonds held by such holder, to be redeemed on such date, and (iv) stating that such redemption is to be made pursuant to Section 2.8(a). Notice of redemption having been given as aforesaid, the applicable Redemption Price, shall become due and payable on such Redemption Date.

2.9 Form of Series 1 Senior Bonds

(a) The Series 1 Senior Bonds will be substantially in the form set out in Schedule "1" hereto and shall bear such distinguishing letters and numbers as the Trustee shall approve.

(b) The Trustee understands and acknowledges that the Series 1 Senior Bonds have not been and will not be registered under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"). Each Series 1 Senior Bond originally issued in the United States or to a U.S. Person will be represented by a definitive

certificate in the form set out in Schedule "2" hereto which definitive certificate, and each Series 1 Senior Bond certificate issued in exchange therefor or in substitution thereof, shall bear the following legend:

"THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, UNDERSTANDS AND ACKNOWLEDGES FOR THE BENEFIT OF GREAT LAKES POWER LIMITED (THE "COMPANY") THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO THE COMPANY, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT, (C) PURSUANT TO THE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 OR RULE 144A THEREUNDER OR (D) PURSUANT TO ANOTHER EXEMPTION FROM REGISTRATION, PROVIDED THAT IN THE CASE OF A TRANSFER PURSUANT TO (C) OR (D) ABOVE, A LEGAL OPINION SATISFACTORY TO THE COMPANY MUST FIRST BE PROVIDED.

A NEW CERTIFICATE BEARING NO LEGEND, MAY BE OBTAINED FROM CIBC MELLON TRUST COMPANY UPON DELIVERY OF THIS CERTIFICATE AND A DULY EXECUTED DECLARATION, IN A FORM SATISFACTORY TO CIBC MELLON TRUST COMPANY AND THE COMPANY, TO THE EFFECT THAT THE SALE OF THE SECURITIES REPRESENTED HEREBY IS BEING MADE IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT";

If any Series 1 Senior Bonds are being sold or transferred outside the United States in compliance with the requirements of Rule 904 of Regulation S under the U.S. Securities Act, the legend may be removed by providing a declaration to the Trustee to the following effect (or as the Company may prescribe from time to time),

"The undersigned (A) acknowledges that the sale of the securities to which this declaration relates is being made in reliance upon Rule 904 of Regulation S under the United States Securities Act of 1933, as amended (the "U.S. Securities Act"), and (B) certifies that (1) it is not an "affiliate" (as defined in Rule 405 under the U.S. Securities Act) of Great Lakes Power Limited, (2) the offer of such securities was not made to a person in the United States and either (a) at the time the buy order was originated, the buyer was outside the United States, or the seller and any person acting on its behalf reasonably believe that the buyer was outside the United States or (b) the transaction was executed on or through the facilities of the Toronto Stock Exchange and neither the seller nor any person on its behalf knows that the transaction has been prearranged with a buyer in the United States, (3) neither the seller nor any person acting on its behalf has engaged or will engage in any directed selling efforts in connection with the offer and sale of such securities,

(4) the sale is bona fide and not for the purpose of "washing off" the resale restrictions imposed because the securities are "restricted securities" (as that term is defined in Rule 144(a)(3) under the U.S. Securities Act), (5) the seller does not intend to replace the securities sold in reliance on Rule 904 of Regulation S with fungible unrestricted securities, and (6) the contemplated sale is not a transaction, or part of a series of transactions which, although in technical compliance with Regulation S, is part of a plan or scheme to evade the registration provisions of the U.S Securities Act. Terms used herein have the meaning given to them by Regulation S."

If any Series 1 Senior Bonds are being sold or transferred pursuant to Rule 144 of the U.S. Securities Act, the legend may be removed by delivery to the Trustee of a written opinion of Counsel reasonably satisfactory to the Company to the effect that such legend is no longer required under applicable requirements of the U.S. Securities Act or state securities laws.

Prior to the issuance of Series 1 Senior Bonds, the Company will notify the Trustee, in writing, concerning which Series 1 Senior Bonds are to be certificated and are to bear the legend described above. The Trustee will thereafter maintain a list of all registered holders from time to time of legended Series 1 Senior Bonds.

2.10 Signatures on Series 1 Senior Bonds

The Series 1 Senior Bonds will be signed in accordance with the provisions of Section 2.4 of the Trust Indenture.

2.11 Certification

The certificate of the Trustee on any Series 1 Senior Bond will not be construed as a representation or warranty by the Trustee as to the validity of this First Supplemental Trust Indenture or of the Series 1 Senior Bonds (except the due certification thereof and any other warranties implied by law) and the Trustee will in no respect be liable or answerable for the use made of the Series 1 Senior Bonds or any of them or the proceeds thereof.

SECTION 3- MISCELLANEOUS

3.1 Acceptance of Trust

The Trustee accepts the trusts in this First Supplemental Trust Indenture and agrees to carry out and discharge the same upon the terms and conditions set out in this First Supplemental Trust Indenture and in accordance with the Indenture.

3.2 Confirmation of Trust Indenture

The Trust Indenture as amended and supplemented by this First Supplemental Trust Indenture is in all respects confirmed.

3.3 Indemnification of the Trustee

The Company indemnifies and saves harmless the Trustee and its officers, directors, employees and agents from and against any and all liabilities, losses, costs, claims, actions or demands whatsoever brought against the Trustee which it may suffer or incur as a result of or arising out of the performance of its duties and obligations under this First Supplemental Trust Indenture, including any and all legal fees and disbursements of whatever kind or nature, save only in the event of the negligent action, the negligent failure to act, or the wilful misconduct or bad faith of the Trustee. It is understood and agreed that this indemnification shall survive the termination or discharge of this First Supplemental Trust Indenture or resignation or removal of the Trustee. The Company hereby constitutes the Trustee as a trustee for the Trustee's officers, directors, employees and agents for the purposes of obtaining the benefit of this Section 3.3.

3.4 Counterparts

This First Supplemental Trust Indenture may be executed in counterparts, each of which so executed will be deemed to be original and such counterparts together will constitute one and the same instrument.

[SIGNATURE PAGE FOLLOWS]

IN WITNESS WHEREOF the parties hereto have executed this First Supplemental Trust Indenture under the hands of their proper signatories in that behalf:

GREAT LAKES POWER LIMITED

By: _____
Name: Patricia Bood
Title: Vice-President and Secretary

By: _____
Name:
Title:

CIBC MELLON TRUST COMPANY

By: _____

EUGENIA PETRYLA
ACCOUNT MANAGER

By: _____

LEN[illegible]T
ASSO[illegible]

Schedule 1 – FORM OF SERIES 1 SENIOR BOND

No. S1-001

GREAT LAKES POWER LIMITED
(Incorporated under the laws of Ontario)
6.60% SENIOR BONDS DUE JUNE 16, 2023 (SERIES 1)

Issue Date •, 2008

Maturity Date June 16, 2023

Interest Rate Per Annum 6.60%

Interest Payment Dates June 16 and December 16 in each year

Initial Interest Payment Date June 16, 2008

Principal Payment Dates June 16 and December 16 in each year commencing December 16, 2013 based on a 25 year amortization period

Principal Amount $●

GREAT LAKES POWER LIMITED (the "**Company**") for value received hereby promises to pay to [name of bondholder/ the registered holder] hereof on June 16, 2023 (the "Maturity Date"), or on such earlier date as the Principal Amount (or a portion thereof) may become due in accordance with the provisions of the Trust Indenture (as defined below), this 6.60% Senior Bond due June 16, 2023 (Series 1) (the "**Series 1 Senior Bond**"), the Principal Amount in lawful money of Canada at the office of the Trustee (as defined below) at 320 Bay Street, Toronto, Ontario, and to pay (i) during the period from the Issue Date until and including June 16, 2013, semi-annual payments of interest only on the Principal Amount outstanding at the Interest Rate Per Annum; and (ii) during the period from June 16, 2013 until and including the Maturity Date, equal blended semi-annual payments of principal and interest on the Principal Amount outstanding at the Interest Rate Per Annum, such amount to be calculated on the basis of a 25 year amortization period, at the address of the registered holder hereof appearing on the register of Series 1 Senior Bonds maintained by or at the direction of the Trustee (the "**Register**"). The remaining outstanding principal hereof will be due and payable on the Maturity Date. Interest will be payable semi-annually in arrears with the first such payment to be payable on the Initial Interest Payment Date, and if the Company at any time defaults in the payment of any principal or interest, to pay interest on the amount in default at the same rate, in like money, on demand, at the address of the registered holder hereof appearing on the Register. The Company will, at the request of the registered holder hereof, on the date on which principal and interest becomes due (or if such date is not a business day, the first business day preceding such day), (i) forward or cause to be forwarded by prepaid post to the address of the registered holder, or, in the case of joint holders, to one of such joint holders, one or more cheques (drawn on a Canadian chartered bank) for such principal or interest (less any tax required to be deducted

or withheld plus any gross up required to be paid pursuant to any supplemental indenture) payable to the order of such holder or holders or, (ii) effect a wire transfer to the holder or, in the case of joint holders, to one of such joint holders, based on the wire transfer instructions provided by any such holder to the Company in the amount of such principal or interest (less any tax required to be deducted or withheld plus any gross up required to be paid pursuant to any supplemental indenture), in each case in immediately available funds for receipt not later than 12:00 (noon) Toronto time on the date such payment is due.

This Series 1 Senior Bond is one of an authorized issue of bonds designated as 6.60% Senior Bonds due June 16, 2023 (Series 1) and forming the series of bonds created and issued under a first supplemental trust indenture made as of March 12, 2008 (the "**First Supplemental Trust Indenture**") to a deed of trust (the "**Indenture**") made as of March 12, 2008, between the Company and CIBC Mellon Trust Company (the "**Trustee**"), as Trustee (the First Supplemental Trust Indenture and the Indenture collectively referred to herein as the "**Trust Indenture**"). The Trust Indenture specifies the terms and conditions upon which the Series 1 Senior Bonds are created and issued or may be created, issued and held and the rights of the registered holders of the Series 1 Senior Bonds, the Company and the Trustee, all of which terms and conditions are incorporated by reference in this Series 1 Senior Bond and to each of which the registered holder of this Series 1 Senior Bond, by acceptance hereof, agrees. Capitalized terms used but not defined herein shall have the meanings specified in the Trust Indenture.

The aggregate principal amount of Series 1 Senior Bonds that may be created and issued under the Trust Indenture is limited to $120,000,000 in lawful money of Canada.

The Series 1 Senior Bonds are direct secured obligations of the Company and will rank equally with each other and with all other Senior Bonds of every other series from time to time issued and outstanding pursuant to the Trust Indenture.

This Series 1 Senior Bond is redeemable, at the option of the Company, provided that no Default or Event of Default is continuing, in whole at any time or in part from time to time, subject to the terms and conditions set forth in the Trust Indenture, at a price equal to the Redemption Price (as defined in the First Supplemental Trust Indenture).

At any time when the Company is not in default under the Trust Indenture, the Company may, subject to the terms and conditions set forth in the Trust Indenture, purchase Series 1 Senior Bonds in the open market, by tender or by private contract, at any price. Series 1 Senior Bonds purchased by the Company will be cancelled and not reissued.

The Principal Amount may become or be declared due before the Maturity Date on the conditions, in the manner, with the effect and at the times set forth in the Trust Indenture.

The Trust Indenture contains provisions for the holding of meetings of registered holders of Bonds issued by the Company pursuant to the Trust Indenture and the making of resolutions at such meetings and the creation of instruments in writing signed by the registered holders of a specified majority of Bonds issued and outstanding pursuant to the Trust Indenture. Such

resolutions and instruments will be binding on and may affect the rights and entitlements of all holders of Bonds issued by the Company pursuant to the Trust Indenture, subject to the provisions of the Trust Indenture.

This Series 1 Senior Bond may be transferred only upon compliance with the conditions prescribed in the Trust Indenture and upon compliance with such reasonable requirements as the Trustee or other registrar may prescribe, and such transfer will be duly noted hereon by the Trustee or other registrar.

Recourse against the Company in respect to its obligations under this Series 1 Senior Bond is limited as provided for in the Trust Indenture.

This Series 1 Senior Bond will not become obligatory for any purpose until it shall have been certified by the manual signature of the Trustee in accordance with the Trust Indenture.

IN WITNESS WHEREOF GREAT LAKES POWER LIMITED has caused this Series 1 Senior Bond to be signed by its duly authorized signing officers.

GREAT LAKES POWER LIMITED

By: _____
Name:
Title:

By: _____
Name:
Title:

(FORM OF TRUSTEE'S CERTIFICATE)

TRUSTEE'S CERTIFICATE

This Bond is one of the Series 1 Senior Bonds referred to in the Trust Indenture referred to above.

CIBC MELLON TRUST COMPANY, Trustee

By: _____
Authorized Signatory

(FORM OF REGISTRATION PANEL)

(NO WRITING HEREON EXCEPT BY THE TRUSTEE OR OTHER REGISTRAR)

DATE OF REGISTRATION	IN WHOSE NAME REGISTERED	SIGNATURE OF TRUSTEE OR OTHER REGISTRAR

Schedule 2 – U.S. FORM OF DEFINITIVE SERIES 1 SENIOR BOND

THE SECURITIES REPRESENTED HEREBY HAVE NOT BEEN REGISTERED UNDER THE UNITED STATES SECURITIES ACT OF 1933, AS AMENDED (THE "SECURITIES ACT") OR STATE SECURITIES LAWS. THE HOLDER HEREOF, BY PURCHASING SUCH SECURITIES, UNDERSTANDS AND ACKNOWLEDGES FOR THE BENEFIT OF GREAT LAKES POWER LIMITED (THE "COMPANY") THAT SUCH SECURITIES MAY BE OFFERED, SOLD OR OTHERWISE TRANSFERRED ONLY (A) TO COMPANY, (B) OUTSIDE THE UNITED STATES IN ACCORDANCE WITH RULE 904 OF REGULATION S UNDER THE U.S. SECURITIES ACT, (C) PURSUANT TO THE EXEMPTION FROM REGISTRATION UNDER THE SECURITIES ACT PROVIDED BY RULE 144 OR RULE 144A THEREUNDER OR (D) PURSUANT TO ANOTHER EXEMPTION FROM REGISTRATION, PROVIDED THAT IN THE CASE OF A TRANSFER PURSUANT TO (C) OR (D) ABOVE, A LEGAL OPINION SATISFACTORY TO THE COMPANY MUST FIRST BE PROVIDED.

A NEW CERTIFICATE BEARING NO LEGEND, MAY BE OBTAINED FROM CIBC MELLON TRUST COMPANY UPON DELIVERY OF THIS CERTIFICATE AND A DULY EXECUTED DECLARATION, IN A FORM SATISFACTORY TO CIBC MELLON TRUST COMPANY AND THE COMPANY, TO THE EFFECT THAT THE SALE OF THE SECURITIES REPRESENTED HEREBY IS BEING MADE IN COMPLIANCE WITH RULE 904 OF REGULATION S UNDER THE SECURITIES ACT.

No. S1-001

GREAT LAKES POWER LIMITED
(Incorporated under the laws of Ontario)
6.60% SENIOR BONDS DUE JUNE 16, 2023 (SERIES 1)

Issue Date •, 2008

Maturity Date June 16, 2023

Interest Rate Per Annum 6.60%

Interest Payment Dates June 16 and December 16 in each year

Initial Interest Payment Date June 16, 2008

Principal Payment Dates June 16 and December 16 in each year commencing December 16, 2013 based on a 25 year amortization period

Principal Amount $●

GREAT LAKES POWER LIMITED (the "**Company**") for value received hereby promises to pay to [name of bondholder/ the registered holder] hereof on June 16, 2023 (the "Maturity Date"), or on such earlier date as the Principal Amount (or a portion thereof) may become due in accordance with the provisions of the Trust Indenture (as defined below), this

6.60% Senior Bond due June 16, 2023 (Series 1) (the "**Series 1 Senior Bond**"), the Principal Amount in lawful money of Canada at the office of the Trustee (as defined below) at 320 Bay Street, Toronto, Ontario, and to pay (i) during the period from the Issue Date until and including June 16, 2013, semi-annual payments of interest only on the Principal Amount outstanding at the Interest Rate Per Annum; and (ii) during the period from June 16, 2013 until and including the Maturity Date, equal blended semi-annual payments of principal and interest on the Principal Amount outstanding at the Interest Rate Per Annum, such amount to be calculated on the basis of a 25 year amortization period, at the address of the registered holder hereof appearing on the register of Series 1 Senior Bonds maintained by or at the direction of the Trustee (the "**Register**"). The remaining outstanding principal hereof will be due and payable on the Maturity Date. Interest shall be payable semi-annually in arrears with the first such payment to be payable on the Initial Interest Payment Date, and if the Company at any time defaults in the payment of any principal or interest, to pay interest on the amount in default at the same rate, in like money, on demand, at the address of the registered holder hereof appearing on the Register. The Company shall, at the request of the registered holder hereof, on the date on which principal and interest becomes due (or if such date is not a business day, the first business day preceding such day), (i) forward or cause to be forwarded by prepaid post to the address of the registered holder, or, in the case of joint holders, to one of such joint holders, one or more cheques (drawn on a Canadian chartered bank) for such principal or interest (less any tax required to be deducted or withheld plus any gross up required to be paid pursuant to any supplemental indenture) payable to the order of such holder or holders or, (ii) effect a wire transfer to the holder or, in the case of joint holders, to one of such joint holders, based on the wire transfer instructions provided by any such holder to the Company in the amount of such principal or interest (less any tax required to be deducted or withheld plus any gross up required to be paid pursuant to any supplemental indenture), in each case in immediately available funds for receipt not later than 12:00 (noon) Toronto time on the date such payment is due.

This Series 1 Senior Bond is one of an authorized issue of bonds designated as 6.60% Senior Bonds due June 16, 2023 (Series 1) and forming the series of bonds created and issued under a first supplemental trust indenture made as of March 12, 2008 (the "**First Supplemental Trust Indenture**") to a deed of trust (the "**Indenture**") made as of March 12, 2008, between the Company and CIBC Mellon Trust Company (the "**Trustee**"), as Trustee (the First Supplemental Trust Indenture and the Indenture collectively referred to herein as the "**Trust Indenture**"). The Trust Indenture specifies the terms and conditions upon which the Series 1 Senior Bonds are created and issued or may be created, issued and held and the rights of the registered holders of the Series 1 Senior Bonds, the Company and the Trustee, all of which terms and conditions are incorporated by reference in this Series 1 Senior Bond and to each of which the registered holder of this Series 1 Senior Bond, by acceptance hereof, agrees. Capitalized terms used but not defined herein have the meanings specified in the Trust Indenture.

The aggregate principal amount of Series 1 Senior Bonds that may be created and issued under the Trust Indenture is limited to $120,000,000 in lawful money of Canada.

The Series 1 Senior Bonds are direct secured obligations of the Company and will rank equally with each other and with all other Senior Bonds of every other series from time to time issued and outstanding pursuant to the Trust Indenture.

This Series 1 Senior Bond is redeemable, at the option of the Company, provided that no Default or Event of Default is continuing, in whole at any time or in part from time to time, subject to the terms and conditions set forth in the Trust Indenture, at a price equal to the Redemption Price (as defined in the First Supplemental Trust Indenture).

At any time when the Company is not in default under the Trust Indenture, the Company may, subject to the terms and conditions set forth in the Trust Indenture, purchase Series 1 Senior Bonds in the open market, by tender or by private contract, at any price. Series 1 Senior Bonds purchased by the Company shall be cancelled and not reissued.

The Principal Amount may become or be declared due before the Maturity Date on the conditions, in the manner, with the effect and at the times set forth in the Trust Indenture.

The Trust Indenture contains provisions for the holding of meetings of registered holders of Bonds issued by the Company pursuant to the Trust Indenture and the making of resolutions at such meetings and the creation of instruments in writing signed by the registered holders of a specified majority of Bonds issued and outstanding pursuant to the Trust Indenture. Such resolutions and instruments will be binding on and may affect the rights and entitlements of all holders of Series 1 Senior Bonds issued by the Company pursuant to the Trust Indenture, subject to the provisions of the Trust Indenture.

This Series 1 Senior Bond may be transferred only upon compliance with the conditions prescribed in the Trust Indenture, and upon compliance with such reasonable requirements as the Trustee or other registrar may prescribe, and such transfer will be duly noted hereon by the Trustee or other registrar.

Recourse against the Company in respect to its obligations under this Series 1 Senior Bond is limited as provided for in the Trust Indenture.

This Series 1 Senior Bond shall not become obligatory for any purpose until it shall have been certified by the manual signature of the Trustee in accordance with the Trust Indenture.

IN WITNESS WHEREOF GREAT LAKES POWER LIMITED has caused this Series 1 Senior Bond to be signed by its duly authorized signing officers.

GREAT LAKES POWER LIMITED

By: _____
Name:
Title:

By: _____
Name:
Title:

(FORM OF TRUSTEE'S CERTIFICATE)

TRUSTEE'S CERTIFICATE

This Bond is one of the Series 1 Senior Bonds referred to in the Trust Indenture referred to above.

CIBC MELLON TRUST COMPANY, Trustee

By: _____
Authorized Signatory

(FORM OF REGISTRATION PANEL)

(NO WRITING HEREON EXCEPT BY THE TRUSTEE OR OTHER REGISTRAR)

DATE OF REGISTRATION	IN WHOSE NAME REGISTERED	SIGNATURE OF TRUSTEE OR OTHER REGISTRAR

Schedule 3 – REPAYMENT SCHEDULE

See attached.

Transmission Bonds

$	120,000,000	0.3125
	6.60%	

Date	Interest	Principal	Total payment	Amount outstanding
June 16, 2003				
December 16, 2003	3,960,000	-	3,960,000	120,000,000
June 16, 2004	3,960,000	-	3,960,000	120,000,000
December 16, 2004	3,960,000	-	3,960,000	120,000,000
June 16, 2005	3,960,000	-	3,960,000	120,000,000
December 16, 2005	3,960,000	-	3,960,000	120,000,000
June 16, 2006	3,960,000	-	3,960,000	120,000,000
December 16, 2006	3,960,000	-	3,960,000	120,000,000
June 16, 2007	3,960,000	-	3,960,000	120,000,000
December 16, 2007	3,960,000	-	3,960,000	120,000,000
June 16, 2008	3,960,000	-	3,960,000	120,000,000
December 16, 2008	3,960,000	-	3,960,000	120,000,000
June 16, 2009	3,960,000	-	3,960,000	120,000,000
December 16, 2009	3,960,000	-	3,960,000	120,000,000
June 16, 2010	3,960,000	-	3,960,000	120,000,000
December 16, 2010	3,960,000	-	3,960,000	120,000,000
June 16, 2011	3,960,000	-	3,960,000	120,000,000
December 16, 2011	3,960,000	-	3,960,000	120,000,000
June 16, 2012	3,960,000	-	3,960,000	120,000,000
December 16, 2012	3,960,000	-	3,960,000	120,000,000
June 16, 2013	3,960,000	-	3,960,000	120,000,000
December 16, 2013	3,960,000	972,950	4,932,950	119,027,050
June 16, 2014	3,927,893	1,005,058	4,932,950	118,021,992
December 16, 2014	3,894,726	1,038,225	4,932,950	116,983,767
June 16, 2015	3,860,464	1,072,486	4,932,950	115,911,281
December 16, 2015	3,825,072	1,107,878	4,932,950	114,803,403
June 16, 2016	3,788,512	1,144,438	4,932,950	113,658,965
December 16, 2016	3,750,746	1,182,204	4,932,950	112,476,761
June 16, 2017	3,711,733	1,221,217	4,932,950	111,255,543
December 16, 2017	3,671,433	1,261,518	4,932,950	109,994,026
June 16, 2018	3,629,803	1,303,148	4,932,950	108,690,878
December 16, 2018	3,586,799	1,346,151	4,932,950	107,344,727
June 16, 2019	3,542,376	1,390,574	4,932,950	105,954,153
December 16, 2019	3,496,487	1,436,463	4,932,950	104,517,690
June 16, 2020	3,449,084	1,483,867	4,932,950	103,033,823
December 16, 2020	3,400,116	1,532,834	4,932,950	101,500,989
June 16, 2021	3,349,533	1,583,418	4,932,950	99,917,571
December 16, 2021	3,297,280	1,635,670	4,932,950	98,281,901
June 16, 2022	3,243,303	1,689,648	4,932,950	96,592,253
December 16, 2022	3,187,544	1,745,406	4,932,950	94,846,848
June 16, 2023	3,129,946	94,846,848	97,976,793	-

Court File No. 06-CV-310517 PD2

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

COMSTOCK CANADA LTD.

Plaintiff

- and -

BROOKFIELD POWER CORPORATION/CORPORATION ENERGIE BROOKFIELD, GREAT LAKES POWER LIMITED, BRETON, BANVILLE & ASSOCIES S.E.N.C.,

Defendants

FRESH AS AMENDED STATEMENT OF CLAIM

(Notice of Action Issued May 1, 2006)

AMENDED THIS May 29/08 PURSUANT TO
MODIFIÉ CE CONFORMÉMENT À
☐ RULE/LA RÈGLE 26.02 (b)
☐ THE ORDER OF
L'ORDONNANCE DU
DATED / FAIT LE
L. Saubour
REGISTRAR GREFFIER
SUPERIOR COURT OF JUSTICE COUR SUPÉRIEURE DE JUSTICE

INDEX TO STATEMENT OF CLAIM

CLAIM

1. The Plaintiff, Comstock Canada Ltd., claims:

(a) as against the Defendants, Brookfield Power Corporation/Corporation Energie Brookfield and Great Lakes Power Limited, on a joint and several basis:

(i) damages in the sum of $36,000,000.00, plus G.S.T.;

(ii) in the alternative, payment of $36,000,000.00, plus G.S.T. on a *quantum meruit* basis;

(iii) indemnification with respect to the claim of RSW Inc., as hereinafter described;

(iv) a declaration that the said Defendants, Brookfield Power Corporation/Corporation Energie Brookfield and Great Lakes Power Limited, are not entitled to retain or set off liquidated damages from the monies currently due and owing to Comstock Canada Ltd. under the terms of the Design-Build Contract, as defined below;

(v) judgment for payment of all monies which the said Defendants have purported to retain or set off as liquidated damages out of the monies currently due and owing to Comstock Canada Ltd.;

(vi) payment of interest on the said sums referred to above, calculated daily at the rate of 1% above the prime rate per annum, and compounded monthly from the date payment became due until the date of payment, pursuant to Article 5 and GC.22.1.1 of the Design-Build Contract, as defined below;

(vii) in the alternative to subparagraph (ix) above, payment of pre-judgment and post-judgment interest on the above-noted sums pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43;

(b) as against the Defendants, Breton, Banville & Associes S.E.N.C.

(i) damages in the sum of $25,000,000.00, plus G.S.T.;

(ii) indemnification with respect to the claim of RSW Inc., as hereinafter described;

(iii) payment of pre-judgment and post-judgment interest on the above-noted sum pursuant to the *Courts of Justice Act*, R.S.O. 1990, c. C.43;

(c) as against all of the Defendants:

(i) costs of this action on a substantial indemnity scale; and

(ii) such further and other relief as this Honourable Court may deem just.

Parties

2. The Plaintiff, Comstock Canada Ltd. (hereinafter referred to as "Comstock"), is a corporation incorporated pursuant to the laws of the Province of Ontario, having its registered office in the City of Burlington in the Province of Ontario. At all material times, Comstock carried on business throughout Canada as a mechanical, electrical and industrial contractor.

3. The Defendant, Brookfield Power Corporation/Corporation Energie Brookfield (formerly known as "Brascan Power Corporation", and hereinafter referred to as "Brookfield Power"), is a corporation incorporated pursuant to the laws of the Province of Ontario, having its registered office in the City of Toronto in the Province of Ontario. At all material times, Brookfield Power's business included the development and operation of electrical transmission and distribution facilities throughout Ontario and elsewhere.

4. The Defendant, Great Lakes Power Limited (hereinafter referred to as "Great Lakes Power"), is a corporation incorporated pursuant to the laws of the Province of Ontario, having its registered office in the City of Toronto in the Province of Ontario. At all material times, Great Lakes Power was a wholly-owned subsidiary of Brookfield Power. Furthermore, at all material times, Great Lakes Power's business included the development and operation of electrical transmission and distribution facilities throughout Ontario.

5. The Defendant, Breton, Banville & Associes S.E.N.C. (hereinafter referred to as "BBA"), is a société en nom collectif, or a general partnership, which was established under the laws of the Province of Quebec, having its registered office in the City of Mont-Saint-Hilaire in the Province of Quebec. At all material times, BBA carried on the business of providing civil, electrical, telecommunication, and other engineering consulting services throughout Canada under the firm names and styles "Breton, Banville & Associates", "Breton, Banville & Associates (BBA)", "Breton, Banville & Associes", "Breton, Banville & Associés (BBA)", and "BBA".

6. Insofar as the status and liabilities of BBA is concerned, Comstock pleads and relies upon the provisions of the *Civil Code of Québec* and, in particular, but without limitation, Articles 2215, 2221 and 2225 thereof.

Overview Of Claim

7. In general terms, this action consists of claims by Comstock against Great Lakes Power, Brookfield Power and BBA, for substantial losses, expenses and damages arising out of and relating to the supply of services and materials by Comstock to Great Lakes Power and Brookfield Power in connection with the replacement, in two phases, of two existing 115-kilovolt electrical transmission lines, extending from Wawa, Ontario, to Sault Ste. Marie, Ontario, with one new 230-kilovolt electrical transmission line.

8. Comstock's claims in this action generally include, without limitation:

(a) claims for payment of losses, expenses and damages for extended duration, delay, acceleration costs, and impact costs;

(b) claims for payment for extra work, some of which the Defendant BBA has refused or neglected to approve or certify, and all of which the Defendants Great Lakes Power and Brookfield Power have refused or neglected to pay;

(c) claims for payment of material escalation costs (particularly relating to Western Red Cedar wood poles, steel, and fuel), all of which the Defendant BBA has refused to approve or certify, and all of which the Defendants Great Lakes Power and Brookfield Power have refused or neglected to pay; and

(d) other claims, particulars of which are set out below.

The Contract and The Project

9. Great Lakes Power, as "Owner" entered into a design-build contract with Comstock, as "Contractor", dated February 25, 2004 (hereinafter referred to as the "Design-Build Contract"), pursuant to which Comstock, in consideration of the agreed price of $37,724,722.00 (including P.S.T., but excluding G.S.T.), agreed to provide design, engineering, procurement, construction labour, plant and materials, and commissioning services for the reconstruction of an electrical transmission line, in two phases, from Wawa, Ontario, to Sault Ste. Marie, Ontario (hereinafter the "Project").

10. The Project consisted of the replacement of:

(i) two existing 115-kilovolt, single circuit wood pole H-Frame electrical transmission lines ("Anjigami 1" and "Anjigami 2") between the Anjigami Transformer Station (at Wawa, Ontario) and the MacKay Transformer Station (at Montreal River, Ontario) (hereinafter sometimes referred to as either "Phase I of the Project" or the "Anjigami Line"), and

(ii) two existing 115-kilovolt single-circuit wood pole H-Frame electrical transmission lines ("Sault 1" and "Sault 2") between the MacKay Transformer Station (at Montreal River, Ontario) and the Third Line Transformer Station (at Sault Ste. Marie, Ontario) (hereinafter sometimes referred to as either "Phase II of the Project" or the "Sault Line"),

with:

one new 230-kilovolt single-circuit wood pole H-Frame electrical transmission line, to be built in two sections (the first being Phase I or the Anjigami Line, and the second being Phase II or the Sault Line), equipped with OPGW (fibre optic shield wire), between the Wawa Transformer Station (located adjacent to the Anjigami Transformer Station) and the Third Line Transformer Station, tapped at the MacKay Transformer Station.

11. At all material times and in all respects, Great Lakes Power contracted and acted on its own behalf, or, in the alternative, as trustee for, or in the further alternative, as agent for, or in the further alternative, as the *alter ego* of, or in the further alternative, in partnership with, or in the further alternative, as a joint venturer with, or in the further alternative, otherwise in concert with, Brookfield Power with respect to the Project and the Design-Build Contract.

History of The Project

12. Prior to the Design-Build Contract, and on a date or dates unknown to Comstock, Hydro One Inc., which at all material times operated the largest electricity transmission and distribution system in Ontario and whose mandate included the maintenance of the Anjigami Line and the Sault Line, was asked by Great Lakes Power or Brookfield Power (or one of their related companies not known to Comstock) to submit a proposal for the replacement of the two 115-kilovolt electrical transmission lines, along the Anjigami and Sault Lines, with one 230-kilovolt electrical transmission line.

13. In the course of preparing its proposal, Hydro One Inc. gathered information and documents and undertook various engineering, feasibility, and other studies and investigations (hereinafter collectively referred to as the "Hydro One Studies"), which were provided to Great Lakes Power or Brookfield Power (or to one of their related companies not known to Comstock).

14. At the same time, Great Lakes Power or Brookfield Power (or one of their related companies not known to Comstock), and consultants retained by them, also gathered information and documents and undertook various engineering, feasibility, and other studies and investigations (hereinafter collectively referred to as the "Brookfield Studies").

15. Ultimately, Hydro One Inc. submitted a proposal for the work described above, with a proposed price in the approximate range of $80-$90 million. Great Lakes Power or Brookfield Power rejected Hydro One Inc.'s proposal.

16. Neither the Hydro One Studies, nor the Brookfield Studies, nor any part of either of them, was provided to Comstock at the time Comstock was preparing its bid for the Project, or at any time.

17. Both the Hydro One Studies and the Brookfield Studies contained critical information which would have assisted Comstock, prior to submitting its bid, in understanding and assessing, without limitation:

(i) the nature and extent of the risks involved in undertaking the work on the Project;

(ii) the nature, extent and scope of the work required;

(iii) the nature of the terrain and physical conditions of the Project site;

(iv) procurement requirements and issues;

(v) design requirements and issues;

(vi) scheduling requirements and issues;

(vii) issues regarding construction means, methods and techniques of construction;

(viii) issues regarding permits;

(ix) planning, administration and coordination issues;

(x) labour requirements and issues;

(xi) equipment requirements and issues;

(xii) financial and cost planning issues;

(xiii) weather issues; and

(xiv) other critical issues.

18. Great Lakes Power's and Brookfield Power's failure to disclose to Comstock the critical information contained in the Hydro One Studies and the Brookfield Studies, or to provide Comstock with copies of or access to the Hydro One Studies and the Brookfield Studies, constitutes an actionable negligent misrepresentation which has caused Comstock to incur substantial losses, expenses and damages.

19. Additionally, in or about early 2003, Great Lakes Power issued a call for expressions of interest for the engineering, procurement and construction management (hereinafter referred to as "EPCM") of the Project.

20. Subsequently, on or about July 8, 2003, Great Lakes Power revised the EPCM call to a call for expressions of interest for the engineering, procurement and construction (hereinafter referred to as "EPC") of the Project.

21. In the context of assessing and reviewing both project delivery systems, Great Lakes Power or Brookfield Power (or one of their related companies not known to Comstock), and consultants retained by them, also gathered information and documents and undertook various engineering, feasibility, and other studies and investigations (hereinafter collectively referred to as the "EPCM / EPC Studies").

22. Neither the EPCM / EPC Studies, nor any part of them, was provided to Comstock at the time Comstock was preparing its bid for the Project, or at any time.

23. The EPCM / EPC Studies contained critical information which would have assisted Comstock, prior to submitting its bid, in understanding and assessing, without limitation, the same types of risks, requirements, issues and factors which are set out in paragraph 21 above.

24. Great Lakes Power's and Brookfield Power's failure to disclose to Comstock the critical information contained in the EPCM / EPC Studies, or to provide Comstock with copies of or access to the EPCM / EPC Studies, constitutes an actionable negligent misrepresentation which has caused Comstock to incur substantial losses, expenses and damages.

Breton, Banville & Associes S.E.N.C.

25. BBA, which was defined in GC.1 of the Design-Build Contract as the "Owner's Representative", was appointed by, was the agent of, and had the authority to act and in fact acted on behalf of, Great Lakes Power and Brookfield Power for the purposes of the Project and in connection with the administration of the Design-Build Contract, including the authority, without limitation:

- to act on behalf of Great Lakes Power and Brookfield Power in the preparation of the tender documents for the Project and in the solicitation of tenders
- to interpret the Design-Build Contract and to define its intent and meaning
- to inspect the quality of the work, including the design
- to determine whether the work, including the design, was in accordance with the Design-Build Contract
- to determine the amount payable to Comstock under the Design-Build Contract
- to determine amounts of extra cost and the time to be allowed for changes or additional work required by Great Lakes Power and Brookfield Power.

RSW Inc.

26. The tender documents for the Project provided that Great Lakes Power had selected and pre-qualified specific design consultants for the Project.

27. The tender documents also provided that Great Lakes Power would only accept tenders from invited pre-qualified contractors.

28. It was Great Lakes Power's intent, and a requirement of the tender documents, that the selected, pre-qualified design consultants would form individual contractual relationships with pre-qualified contractors. However, the tender documents also provided that a pre-qualified contractor could form a contractual relationship with only one pre-qualified design consultant for the purpose of submitting a tender.

29. For the purpose of preparing and submitting its tender, Comstock entered into a contractual relationship with RSW Inc. (hereinafter referred to as "RSW"), one of Great Lakes Power's selected pre-qualified design consultants, pursuant to which RSW agreed to supply professional engineering services to Comstock for the design of the Project.

30. By reason of the fact that RSW was selected, pre-qualified and expressly nominated by Great Lakes Power as one of the specified design consultants for the Project, it was an implied term of the tender contract between Comstock and Great Lakes Power that RSW and its personnel had the resources, staffing, skill, training, experience, expertise, competence and capability to carry out all of its professional engineering responsibilities for the Project in a timely and reasonably competent manner, and in accordance with the applicable standard of care.

31. SC.25 of the Design-Build Contract set out the scope of professional services which were to be supplied by RSW, as Comstock's design consultant for the Project.

Schedule for Phase I of the Project

32. Phase I of the Project, which was approximately 73 kilometers in length, included the replacement of the Anjigami 1 and Anjigami 2 electrical transmission lines, along a right-of-way from the Anjigami Transformer Station at Wawa, south to the MacKay Transformer Station at Montreal River, with a new electrical transmission line.

33. According to its Preliminary Tender Schedule, Comstock planned to commence its work on Phase I of the Project on or about January 19, 2004, and to commission and demobilize on or about November 19, 2004. Under the terms of the Design-Build Contract, Comstock was required to have obtained a Certificate of Acceptance for Phase I of the Project on or before November 22, 2004.

34. The critical path, as set out in Comstock's Preliminary Tender Schedule, included proposed timeline milestones for, among other things, completion of line design; material procurement; mobilization; line survey; salvaging of the existing transmission lines; drilling and blasting; framing the new transmission line; stringing; fibre installation; testing; commissioning; and demobilizing.

35. The Design-Build Contract required Comstock, within ten (10) days of contract award, to submit a more detailed Critical Path Method ("CPM") schedule to Great Lakes Power for approval. On or about February 20, 2004, Comstock submitted its CPM schedule to Great Lakes Power for approval, which, after having been approved on or before March 31, 2004, became the Contract Schedule (hereinafter referred to as the "Approved Baseline Schedule").

Right-Of-Way Requirements

36. Prior to entering into the Design-Build Contract, Great Lakes Power had performed an aerial survey of the Project in order to attempt to ascertain some of the details with respect to the right-of-way (hereinafter sometimes referred to as "R-O-W") along which the electrical transmission lines were to be constructed, and Great Lakes Power provided a copy of such aerial survey, in digital videodisc (DVD) format, as well as other topographical information, directly to RSW.

37. The term "right-of-way" was not defined in either the "Definitions" section (i.e., GC.1) of the General Conditions nor elsewhere in the Design-Build Contract.

38. OR.6 of the Design-Build Contract purported to establish, in approximate and general terms, the R-O-W requirements for the Project.

39. OR.6.5 of the Design-Build Contract provided:

"The No. 1 Anjigami line is on the West side of the No. 2 Anjigami line."

40. OR.6.6 of the Design-Build Contract provided:

"The No. 1 Sault Line is on the West side of the No. 2 Sault line . . ."

41. OR.6.7 of the Design-Build Contract provided:

"The location for the construction of the new 230 kV Line will be as close as possible to the side of the Right-of-Way where the No. 1 lines where (sic) *located* [i.e., on the west side of the R-O-W] *giving due consideration to required electrical clearances."*

and

"Where guys are used they shall remain within the confines of the Right-Of-Way."

42. During the initial design phase of the Project, Comstock and its design consultant, RSW, were advised and directed by Great Lakes Power and BBA that the centerline of the R-O-W was the mid-point between the two existing electrical transmission lines. Comstock pleads that Great Lakes Power and BBA were negligent in providing that advice and direction in that that information, it was later determined, was misleading and incorrect, and was the effective or a contributing cause of part of Comstock's claims for substantial losses, expenses and damages in this action.

43. In preparing its design, RSW used the aerial survey of the Project, as well as other site information provided by Great Lakes Power (including those items which were listed in Section 16 of the Design-Build Contract), in order to spot or locate the positions of the wood pole transmission line structures.

44. At all material times, Great Lakes Power and BBA intended and knew that the advice, information, directives and guidelines, set out in the two preceding paragraphs, would be relied upon by RSW in designing the Project, and in establishing the centerline and the boundary limits of the R-O-W. RSW, in preparing its design for the Project, did in fact reasonably rely upon such advice, information, directives and guidelines.

45. Great Lakes Power and BBA also instructed and directed Comstock that all of the construction elements of the electrical transmission lines (e.g., wood poles, guy wires, anchors, etc.) must be constructed within the boundary limits of the R-O-W.

46. By letter dated February 26, 2004, BBA, on its own behalf and as authorized agent for Great Lakes Power, provided Comstock with the following unequivocal directive (hereinafter referred to as the "February 26, 2004 Directive"):

> " . . . [Y]*ou should assume for the Anjigami section, up to the diversion, that the two existing lines are centered on a 150 ft. wide ROW. This will allow* (sic) *to determine exactly the ROW limits. Under no circumstances will any work be allowed to extend outside of the ROW.*"

47. The February 26, 2004 Directive indicated to Comstock that the eastern and western boundary limits of the R-O-W could be ascertained by virtue of the fact that the centerline of the R-O-W coincided with the centerline of the two Anjigami Lines. Unfortunately, though, the February 26, 2004 Directive was premised upon Great Lakes Power's and BBA's incorrect assumption that Anjigami 1 and Anjigami 2 ran parallel to each other, and that the centerline of the R-O-W coincided with the centerline of the two Anjigami Lines.. This was clearly wrong. Since Anjigami 1 was constructed without the benefit of a survey and was not in fact parallel to Anjigami 2, the centerline between Anjigami 1 and Anjigami 2 fluctuated, and was therefore not reliable as a baseline for determining the boundary limits of the R-O-W.

48. Once survey work on Phase I of the Project commenced, and problems with the location and boundary limits of the R-O-W were encountered, it was concluded that the February 26, 2004 Directive was clearly wrong. On or about June 3, 2004, Comstock's surveyor, D. S. Urso Surveying Ltd., advised RSW and Comstock as to the actual eastern and western boundary limits of the R-O-W, indicating that the centerline of the R-O-W was twenty-five feet (25') west of Anjigami 2, because Anjigami 2 was the only consistent and reliable point of reference for determining the R-O-W boundary limits.

49. As indicated in OR.3.3 and OR.6.7 of the Design-Build Contract, and as expressly required by Great Lakes Power and BBA, the new electrical transmission line was to be as close as possible to the western boundary of the R-O-W. This requirement, particularly in light of Great Lakes Power's and BBA's error regarding the establishment of the boundary limits and the centerline of the R-O-W, gave rise to a requirement for RSW to carry out additional re-design work and checking in order to ensure that the wood pole transmission line structures, and their guy wires and anchors, fell within the boundary limits of the newly established R-O-W.

50. Due to the additional re-design work which RSW was required to perform, and as a result of the establishment of new boundary limits for the R-O-W, Comstock was obliged to postpone the commencement of its excavation work and its setting of wood poles until July 26, 2004. Furthermore, due to the re-design, Comstock was obliged to order different lengths of wood poles, and to redistribute the wood poles which were already on the Project site.

51. In the Approved Baseline Schedule, Comstock had planned to start excavation and wood pole installation on May 18, 2004. However, as a result of the required re-design, the commencement of wood pole installation was delayed sixty-nine (69) calendar days to July 26, 2004. This, in turn, contributed to an extension of the scheduled completion of Phase I of the Project seventy-nine (79) calendar days, from November 22, 2004 to February 9, 2005, of which, Comstock pleads, seventy (70) calendar days of delay are compensable.

52. Comstock pleads that this critical path delay in the Approved Baseline Schedule, as described above, was caused by Great Lakes Power's and BBA's negligent provision of erroneous information regarding the boundary limits and the centerline of the R-O-W, and Comstock therefore claims to be entitled to compensation for all of the substantial losses, expenses and damages which it incurred in respect thereof.

53. Comstock pleads that the February 26, 2004 Directive constituted an actionable negligent misrepresentation on the part of both Great Lakes Power and BBA, upon which Comstock reasonably relied to its detriment.

The Lang And Ross Survey Drawings and Legal Description

54. At all material times, Great Lakes Power had in its possession a complete set of accurate and comprehensive survey drawings for the Project, dating back to April 1929 (hereinafter referred to as the "Lang and Ross Survey Drawings").

55. However, Great Lakes Power intentionally or negligently failed to disclose the Lang and Ross Survey Drawings to Comstock.

56. The Lang and Ross Survey Drawings would have indicated to Comstock and its design consultant, RSW, that the February 26, 2004 Directive was incorrect. They would also have indicated to Comstock and RSW that the eastern and western boundary limits of the R-O-W were not established by virtue of the centerline of the R-O-W coinciding with the centerline of Anjigami 1 and Anjigami 2, and the Lang and Ross Survey Drawings would have disclosed the fact that Anjigami 1 and Anjigami 2 were not parallel to each other.

57. Comstock pleads that Great Lakes Power's failure to provide the Lang and Ross Survey Drawings to Comstock constituted an intentional, or in the alternative negligent, misrepresentation which caused Comstock to incur substantial losses, expenses and damages.

Contract Requirements For Western Red Cedar Wood Poles

58. OR.16.2 of the Design-Build Contract provided that all wood poles supplied by Comstock were to be Western Red Cedar, which were to meet or exceed the requirements of CSA 015 (Canadian Standards Association), and which were to be treated according to a designated specification for timber quality and dimension.

59. OR.5.1.3 and Article 7 of Exhibit Q of the Design-Build Contract specified the use of Western Red Cedar wood poles for the cross-braced H-frame tangent structure, the running angle structures, and the dead-end structures of the Project.

60. On or about December 5, 2003, prior to entering into the Design-Build Contract, Comstock issued a Request for Quotation for the supply of the specified Western Red Cedar wood poles for use in connection with the Project, and received several price quotations, the only compliant one of which was from Guelph Utility Pole Company Ltd. (hereinafter referred to as "Guelph Pole"), a subsidiary of Stella-Jones Inc. (hereinafter referred to as "Stella-Jones").

61. At the time of Great Lakes Power's tender call, and to the knowledge of Great Lakes Power, there was only one company in Canada with the capabilities and facilities to meet the specific requirements for wood pole treatment set out in the Design-Build Contract, namely Stella-Jones.

62. However, only after Comstock entered into the Design-Build Contract did it became apparent that treated Western Red Cedar wooden poles were in extremely short supply in Canada.

63. On or about March 1, 2004, Stella-Jones' subsidiary, Guelph Pole, advised Comstock that it was unable to honour, and therefore was withdrawing, its price quotation.

64. By reason of the foregoing, Comstock was obliged to order treated Western Red Cedar wood poles from another supplier, thereby (i) incurring compensable delays in the Project, due to unforeseen problems and issues regarding supply, treatment, delivery and other logistical

problems, (ii) incurring material escalation costs, and (iii) suffering substantial losses, expenses and damages.

65. There were no provisions or specifications in the Design-Build Contract for alternatives or substitutions, "equal" or otherwise, or any other mechanism to avoid or to mitigate Great Lakes Power's use of a "proprietary specification" – namely, a specification requiring the provision of only a single type of item (i.e., treated Western Red Cedar wood poles), available from only a single favored supplier (i.e., Stella-Jones).

66. Great Lakes Power was unwilling to accept any reasonable alternate or substitution for Western Red Cedar wood poles, such as Douglas Fir wood poles, notwithstanding the lack of availability of Western Red Cedar wood poles.

67. Comstock pleads that its performance of its obligations under the Design-Build Contract, in accordance with the proprietary specification described above, should not have been made impossible to achieve.

68. By its proprietary requirements, Great Lakes Power expressly or impliedly represented and warranted in the tender documents, and subsequently in the Design-Build Contract, that Western Red Cedar wood poles, of the quality, dimensions, sizes, types, and quantity required for the Project, were readily available, and could be procured, treated and delivered in an expeditious fashion in order to support the planned construction of the Project and to achieve the timely completion of the work.

69. Comstock, to its detriment, and with the knowledge of Great Lakes Power, reasonably relied upon Great Lakes Power's express or implied representations and warranties, in both the tender documents and the Design-Build Contract, as to the availability of Western Red Cedar wood poles, which representations and warranties turned out to be false and misleading. Comstock further pleads that the said representations constituted actionable negligent misrepresentations on the part of Great Lakes Power.

70. Comstock also pleads that Great Lakes Power, by virtue of (i) its prior business relationship with Stella-Jones, (ii) the extensive prior and recent experience and dealings of both Great Lakes Power and Brookfield Power in the construction and management of other electrical distribution and transmission lines, and (iii) its superior knowledge of the electrical transmission industry in Canada, knew or ought to have known that there was a shortage in the availability of Western Red Cedar wood poles. Therefore, by specifying the exclusive use of only Western Red Cedar wood poles in the Design-Build Contract, with no alternates or substitutes permitted, Great Lakes Power impliedly warranted to Comstock that the Western Red Cedar wood poles were commercially available.

71. By breaching its implied warranty to Comstock as to the commercial availability of Western Red Cedar wood poles, Great Lakes Power caused Comstock to incur compensable delays in the Project, material escalation costs, and substantial losses, expenses and damages.

72. The intransigence of Great Lakes Power, in refusing to permit any alternatives or substitutions for treated Western Red Cedar wood poles, caused or contributed to the delay of the Project in that the supply and delivery of wood poles could not be made in a manner required to support the construction of the electrical transmission lines in the sequence set forth in the Approved Baseline Schedule, which called for the continuous erection of wood poles, in specific numbers, sequences and sizes, commencing May 18, 2004.

73. Due to the additional re-design work which RSW was required to perform as a result of the new boundary limits for the R-O-W, as described in paragraph 54 above, which contributed to the consequent delay in Comstock commencing its excavation work and its setting of wood poles, the location and lengths of the wood poles for the Project had to be reviewed and changed as their actual locations were moved over the rugged terrain.

74. The delivery of wood poles commenced on June 10, 2004, and their installation commenced on July 26, 2004.

75. By reason of the delayed commencement of the installation of the wood poles on July 26, 2004, Comstock should have been able to commence the stringing of the wood poles on or about August 30, 2004 (representing a reasonable adjustment to the schedule for the prior delays referred to above). However, as a result of further R-O-W issues and delays in the design of the wood pole structures, the commencement of the stringing work was delayed fourteen (14) calendar days, until September 13, 2004.

76. Once the stringing work commenced on September 13, 2004, it was critical that the wood poles be correctly set within the boundary limits of the R-O-W, and that the installation of the wood pole structures be well ahead of the oncoming stringing work so that the stringing could proceed in an uninterrupted manner. However:

(a) in order to meet permit requirements to allow the electrical transmission lines to cross railroad rights-of-way located on the Project, Great Lakes Power was to have entered into an agreement with Canadian National Railways. Although Great Lakes Power's authorized agent, BBA, was informed of this requirement on or about November 12, 2004, Great Lakes Power took no steps to fulfill this requirement until one month later, on December 15, 2004. This impacted upon the coordination and sequencing of Comstock's work, and caused delays to the Project; and

(b) the relocation or re-design of a large number of transmission line structures, resulting from ongoing revisions to R-O-W coordinates, slowed the progress of both the wood pole installation and the surveying work which proceeded in advance of the installation. Such ongoing R-O-W issues, the cause of which consisted of the breaches, negligence and negligent misrepresentations of Great Lakes Power and BBA, as hereinbefore set forth, impacted upon the coordination of Comstock's work and caused delays to the Project.

77. Comstock claims to be entitled to compensation for all of the losses, expenses and damages which it incurred in respect of the impacts and delays referred to in the preceding two paragraphs, representing an additional seven (7) calendar days of compensable delay.

78. Comstock completed Phase I of the Project on February 22, 2005, but only by means of a massive acceleration effort. The acceleration effort, though, was somewhat compromised by weather conditions and ongoing R-O-W issues, which, among other things, disrupted the completion of the stringing. But for having to work in extremely cold and snowy winter conditions over rough terrain, as well as ongoing R-O-W issues, Comstock's acceleration efforts would have resulted in achieving completion of Phase I of the Project on or about January 7, 2005.

79. Since the actions of Great Lakes Power and BBA, as described herein, were the effective or a contributing cause of the delays to Phase I of the Project, Comstock claims to be entitled to compensation for all of the expenses and damages which it incurred in respect of its acceleration of its work.

Phase I of the Project: 77 Calendar Days of Compensable Delay

80. By reason of the foregoing, Comstock was not able to complete Phase I of the Project until February 22, 2005, representing a delay of 92 calendar days, 77 calendar days of which are compensable. This delay resulted in additional costs and damages to Comstock, including, without limitation, lost labour productivity, additional overtime premium cost, additional indirect labour cost, additional subcontractor costs, material escalation costs, additional job expense, and additional equipment expense.

81. Furthermore, RSW has submitted a detailed claim to Comstock for extra costs associated with its provision of additional engineering services arising out of, without limitation, the R-O-W issues described above, which additional services are alleged to have been outside of the original scope of its subcontract for design consulting services. Comstock pleads that, by reason of the breaches, negligence and negligent misrepresentations described above, Great Lakes Power and BBA were responsible for the circumstances giving rise to the requirement for such additional engineering services by RSW, and are required to indemnify Comstock in respect thereof.

82. Particulars of Comstock's delay analysis for Phase I of the Project, as well as particulars of its losses, expenses and damages, have been provided to Great Lakes Power, which has disclosed them to Brookfield Power and BBA.

Phase II of the Project

83. Phase II of the Project, which was approximately 91 kilometers in length, included the replacement of the Sault 1 and Sault 2 electrical transmission lines, along a R-O-W from the Third Line Transformer Station at Sault Ste. Marie, north to the MacKay Transformer Station at Montreal River, with a new electrical transmission line.

84. Phase II of the Project also included construction work in the Batchewana Swamp, which could only be performed during the winter months.

85. Comstock had planned to complete the Batchewana Swamp work from February 7 to March 31, 2005.

86. According to Comstock's Tender Schedule, Comstock planned to commence its Phase II work (other than the Batchewana Swamp work) on or about May 2, 2005, and to commission and demobilize on or about November 18, 2005. Under the terms of the Design-Build Contract, Comstock was required to have obtained a Certificate of Acceptance for Phase II of the Project on or before November 22, 2005.

87. On or about November 9, 2005, BBA certified that the Design-Build Contract, with respect to Phase II of the Project, had been substantially performed earlier than required, on October 31, 2005. The Certificate of Substantial Performance was published in the *Daily Commercial News* on November 16, 2005.

88. By reason of continued R-O-W problems, delays and other factors caused by the breaches, negligence and negligent misrepresentations of Great Lakes Power and BBA, Comstock incurred substantial cost overruns with respect to its work on Phase II of the Project,

including, without limitation, lost labour productivity, additional overtime premium cost, additional indirect labour cost, additional subcontractor costs, material escalation costs, additional job expense, and additional equipment expense, as well as other losses, expenses and damages for delay, acceleration costs, and impact costs. Particulars of these losses, costs, expenses and damages are not available as at the date of this pleading, but will be provided prior to trial.

89. In addition to the continued R-O-W problems and other delays caused by Great Lakes Power and BBA, Comstock incurred further damages and losses as a result of the escalation of material costs with respect to its work on Phase II of the Project, which are more particularly described in paragraphs 105 to 109 hereof.

Fire Hazard Delay

90. Comstock also experienced significant delays and changes with respect to its work on Phase II of the Project as a result of extraordinary weather conditions, which constituted a *force majeure* event during the summer months of 2005, which gave rise to low, to high, to extreme forest fire hazard warnings (the "Fire Hazard") at the location of the Project.

91. As a result of the extremely dry weather which gave rise to the Fire Hazard, Comstock was required by the Ministry of Natural Resources ("MNR") to stop work entirely on the Project from July 13, 2005 to July 22, 2005 (the "Shutdown Period"). Throughout the duration of the Shutdown Period, Comstock was prevented from performing any work other than low risk, non-productive activities on the Project, which resulted in Comstock demobilizing its forces from the Project.

92. Comstock promptly advised BBA that the Fire Hazard constituted a *force majeure* event and that Comstock would be seeking an equitable adjustment in the Contract Price, the Schedule of Payments and the Contract Schedule pursuant to GC 49.2 of the Design-Build Contract.

93. BBA admitted that a weather related *force majeure* event had occurred on the Project and had classified the delay as a compensable event.

94. Comstock submitted to BBA a limited claim in relation to the Fire Hazard (the "Limited Claim"). However, Comstock advised that the said claim was limited in scope due to the fact that at the time of submission, Comstock was not in a position to claim the full impact that the *force majeure* event had on the Project.

95. On further analysis, the Fire Hazard resulted in restricted working conditions, changes in sequence and additional lost man hours, costs, expenses and damages during the Shutdown Period, the particulars of which lost hours, costs, expenses and damages have been provided to BBA and GLP and further particulars of which will be provided prior to trial.

96. In addition, the Fire Hazard resulted in two additional periods of inefficiency that took place outside of the Shutdown Period. These two periods of inefficiency ran between June 5, 2005 to June 12, 2005 and July 23, 2005 to October 1, 2005. During these two timeframes, Comstock was advised by the MNR of the varying fire watch status.

97. During each of the said two timeframes, Comstock lost additional hours of production, was required to shorten its shifts, and was required to re-sequence its work. As a result of the reduced hours, shortened shifts and changes in sequence, Comstock incurred costs, expenses and damages as a result of the *force majeure* event for which it is entitled to be compensated by GLP. The particulars of the costs, expenses and damages have been provided to BBA and GLP and further particulars of the costs, expenses and damages will be provided prior to trial.

Substation Extra Work

98. The Design-Build Contract provided in OR3.10 that:

"All station Work required for the Project except for the temporary termination of the Anjigami line into existing 115 kV switchyards and slack span termination of the Sault line onto the new 230 kV MacKay and Third Line station portals is excluded from the Work."

99. However, during the course of the Work on the Project, Comstock was required to connect the 230 kV transmission line with the existing transfer bus ducts at three step- down transformer stations. This Work entailed dropping power lines from Comstock's new pole structures, running those lines into the existing transformer buildings and proceeding with the interconnection work.

100. This work was changed or additional work or was outside of the scope of the Work as set out in the Design-Build Contract and therefore constitutes an extra to the said Contract for which Comstock requires and is entitled to compensation. The particulars of the extra work and the costs associated therewith are within the knowledge of BBA and GLP and further particulars of which will be provided by Comstock prior to trial.

101. In the alternative, Comstock pleads that it performed the interconnection work at the three step-down substations at the request of and for the direct benefit of BBA and GLP and therefore Comstock pleads that it is entitled to receive payment for its extra work in relation to the interconnection work at the said three step-down substations on the basis of *quantum meruit.*

102. In addition, Comstock pleads and relies on the doctrine of unjust enrichment in support of its claim for payment in relation to the said interconnection work.

Gartshore Dam Delay

103. In addition, in October of 2005, Comstock was required to perform changed or additional work in and around the Gartshore Dam. Once again, the changed or additional work and *force majeure* events impeded Comstock's progress, requiring Comstock to accelerate its work in order to complete the Project in accordance with the Approved Baseline Schedule.

104. Comstock pleads that it is entitled to compensation in relation to the delays experienced and acceleration costs incurred by Comstock and in relation to the changed and additional work performed by Comstock in relation to the work at the Gartshore Dam.

Comstock's Claim For Material Escalation Costs:

(a) Western Red Cedar Poles

105. As indicated in paragraph 58 above, the Design-Build Contract provided that all wood poles supplied by Comstock were to be Western Red Cedar, which were to meet or exceed Canadian Standards Association standards, and which were to be treated according to a designated specification for timber quality and dimension. Also, as indicated in paragraph 62 above, only after Comstock entered into the Design-Build Contract did it became apparent that treated Western Red Cedar wooden poles were in extremely short supply in Canada.

106. The cost of Western Red Cedar wood poles escalated dramatically over the course of the Project due to a number of reasons, including, without limitation, *force majeure* events such as the diminution in suppliers' inventories of wood poles due to forest fires in areas of the West Coast where such poles are sourced; the Canada / U.S. softwood lumber dispute, which resulted in the U.S. closing its border for the export of untreated wood; a significant increase in transmission line construction throughout North America due to hurricanes and other natural disasters; and the bankruptcy of a major Alberta steel pole producer. Despite the fact that Comstock made enormous efforts to mitigate this cost escalation, Comstock incurred $3,534,483.96 (plus Provincial Sales Tax) in additional, unforeseen expenses.

(b) Steel

107. The cost of steel escalated dramatically over the course of the Project due to a number of reasons, including, without limitation, *force majeure* events such as increased global demand for steel products in China and Asia, and the concomitant decrease in available supply. In this regard, Comstock incurred $855,928.70 (plus Provincial Sales Tax) in additional, unforeseen expenses.

(c) Fuel

108. The cost of fuel escalated dramatically over the course of the Project due to a number of reasons, including, without limitation, *force majeure* events such as a variety of geo-political and

natural factors such as increased international tensions engendered by events following the September 11, 2001 attacks on the World Trade Center and the Pentagon, and Acts of God such as hurricanes and other natural disasters. In this regard, Comstock incurred $217,136.61 in additional, unforeseen expenses.

109. Particulars of Comstock's claim for material escalation costs have been provided to Great Lakes Power, which has disclosed them to Brookfield Power and BBA.

(d) Justification for Compensation

Force Majeure

110. GC.49 of the Design-Build Contract provides that, if a *force majeure* event should prevent Comstock from performing its obligations under the Design-Build Contract, or should otherwise affect Comstock's ability to meet the Approved Baseline Schedule, "*an equitable adjustment in the Contract Price, the Schedule of Payments and the Contract Schedule shall be made by agreement of the Owner and the Contractor*".

111. Comstock pleads that, over the course of the Project, there were a number of *force majeure* events (some of which have been described in paragraphs 106 – 108 above), outside of Comstock's control, which could not have been overcome by due diligence or by commercially reasonable efforts, and which resulted in delays and extra costs to the Project. These delays effectively caused or contributed to Comstock's claim for material escalation costs, in that Comstock was obliged to purchase Western Red Cedar wood poles, steel and fuel at points in time when the cost of those products had escalated, and Comstock had to use commercially unreasonable efforts, and had to incur a crushing financial burden, in order to overcome the impact of the delays on the cost of materials.

112. Comstock pleads that Great Lakes Power is contractually responsible for compensating Comstock for the impact that the *force majeure* events had on the escalation of the cost of these materials.

113. By reason of GC.49 of the Design-Build Contract, Comstock is entitled to "*an equitable adjustment in the Contract Price*", representing the impact of the *force majeure* events on the cost of Western Red Cedar wood poles, steel and fuel.

Change in Law

114. GC.58.1 of the Design-Build Contract provides that, if, subsequent to the date of execution of the Design-Build Contract, there is a change in the applicable law which causes an increase in the cost of, and schedule impact on, Comstock's work, BBA is required to issue a Change Order to reflect that increased cost.

115. Comstock pleads that a compensable change in the applicable law did in fact occur, which caused delay and an escalation in the cost of the Western Red Cedar wood poles. In particular, when Stella-Jones' subsidiary, Guelph Pole, advised Comstock that it could not honour, and then withdrew, its price quotation (see paragraph 63 above), Comstock arranged to have McFarland-Cascade (hereinafter referred to as "McF-Cascade"), of Tacoma, Washington, supply the wood poles. However, McF-Cascade was unable to provide the stipulated treatment for the wood poles. At that time, Stella-Jones (with facilities in Vancouver, British Columbia) was the only company capable of providing the treatment which could comply with the proprietary specification set out in the Design-Build Contract. Accordingly, Comstock had to arrange for McF-Cascade to ship untreated Western Red Cedar wood poles from Tacoma, Washington, to Stella-Jones' facility in Vancouver, British Columbia, for treatment, and then to arrange for the delivery of the treated wood poles to the Project site in Northern Ontario. However, in 2004, the U.S. government implemented a change in the enforcement of certain tariff laws relating to the export of untreated lumber, such that McF-Cascade was no longer permitted to ship untreated wood poles across the border to Stella-Jones, as this would have violated a tariff law that forbade the export of untreated lumber. As a result of the change in the tariff law, McF-Cascade constructed a facility in the U.S. that had the capability of treating the Western Red Cedar wood poles. The cost of constructing this facility was passed on to

Comstock, in the form of increased costs for the supply of treated Western Red Cedar wood poles.

116. By reason of GC.58.1 of the Design-Build Contract, Comstock is entitled to compensation for the delay and the impact of the change in the applicable law in escalating the price of the treated Western Red Cedar wood poles.

Superior Knowledge of Market and Proprietary Specification

117. Comstock also claims to be entitled to additional compensation for its material escalation costs based upon the express and implied warranties and representations pleaded at paragraphs 68-71 above, which Comstock repeats and adopts, and upon which it relies.

Impact Of Actions Of Owner And Its Consultant

118. The breaches, negligence and negligent misrepresentations of Great Lakes Power and BBA, as described above in this pleading, also caused delays and extra costs to the Project.

119. Comstock claims to be entitled to additional compensation for its material escalation costs based upon the said allegations, which Comstock repeats and adopts, and upon which it relies.

120. Great Lakes Power and Brookfield Power, acting in breach of the Design-Build Contract and in breach of their duty of good faith to Comstock, express or implied, under the Design-Build Contract, have refused or neglected to pay any or all of these material cost escalation amounts claimed by Comstock.

Comstock's Claim For Extras To The Design-Build Contract

121. Comstock supplied services and materials to the Project which were either outside of the scope of the Design-Build Contract, or were otherwise extra to it in accordance with its terms.

Those additional services and materials, and Comstock's claims for extras in respect thereof, are as follows:

(a)	July 13, 2005 weather-related *force majeure* event	$ 534,422.44
(b)	BBA instruction to install aerial markers at Montreal River (50% compromise on cost by Comstock) (October 14-15, 2005)	$ 30,996.83
(c)	BBA instruction to expose the pole and anchor installation at Structure 284 (October 16, 2005)	$ 916.35
(d)	October 9-10, 2005 extra work at MacKay Substation over Thanksgiving holiday long weekend	$ 17,266.20
(e)	extra work at Goulais Substation re work protection cancellation (September 30, 2005)	$ 7,720.30
	TOTAL	$ 591,322.44

122. Full particulars of Comstock's claim for extras to the Design-Build Contract (the earliest of which dates back almost a year, and the most recent of which dates back more than seven (7) months, from the date of this pleading) have been provided to Great Lakes Power, which has disclosed them to Brookfield Power and BBA

123. In its letter to Comstock dated August 19, 2005, BBA admitted that "(w)*e have reviewed and accept your claim that a weather related force majeure event did occur and forced you to halt operations . . . . A claim for reasonable costs incurred by Comstock Canada as a result of this interruption may be submitted for review and approval by BBA*"

124. To the extent that BBA may in fact have authorized the provision of those additional services or materials, and may have approved payment therefor, Great Lakes Power and Brookfield Power, acting in breach of the Design-Build Contract, and in breach of their duty of

good faith to Comstock, express or implied, under the Design-Build Contract, have refused or neglected to pay any or all of these amounts.

125. To the extent that BBA has refused or neglected to approve payment for those additional services or materials, BBA was acting in a biased, arbitrary, capricious, unreasonable and unprofessional manner, and not in good faith.

Comstock's Claim For Release of Statutory Holdback Monies Improperly Withheld

126. In its Certificate of Substantial Performance dated October 17, 2005, BBA purported to certify that Phase 1 of the Project was substantially performed, in accordance with the provisions of the *Construction Lien Act*, on October 12, 2005.

127. In its second Certificate of Substantial Performance dated November 9, 2005, BBA purported to certify that Phase II of the Project was substantially performed, in accordance with the provisions of the *Construction Lien Act*, on October 31, 2005.

128. The two Certificates of Substantial Performance, referred to in the two preceding paragraphs, were published in the *Daily Commercial News*, in accordance with the provisions of the *Construction Lien Act*, on October 25 and November 16, 2005, respectively.

129. The sum of $3,714,371.45 plus GST., for a total of $3,974,377.45, represents the amount calculated by BBA to be the statutory holdback under the Design-Build Contract, in accordance with the provisions of the *Construction Lien Act.*

130. The said total sum of $3,974,377.45 was due and owing by Great Lakes Power and Brookfield Power to Comstock since on or about January 1, 2006, being the 46th day next following the date of publication of the Certificate of Substantial Performance for Phase II of the Project in the *Daily Commercial News.*

131. Notwithstanding the absence of any statutory, contractual or other right, entitlement or justification for continuing to retain the said holdback monies, Great Lakes Power and Brookfield Power refused or neglected to release them to Comstock until June 2006.

132. In refusing, for no apparent or stated reason, to release improperly retained statutory holdback monies to Comstock, particularly in circumstances where BBA has certified substantial performance of the Project in accordance with the provisions of the *Construction Lien Act*, Great Lakes Power and Brookfield Power are in breach of the Design-Build Contract, and, having acted arbitrarily and capriciously, are also in breach of their duty of good faith which is owed to Comstock, expressly or impliedly, under the Design-Build Contract.

Liquidated Damages

133. GC.11 of the Design-Build Contract provides, in part, as follows:

> ***"FAILURE TO MEET FINAL ACCEPTANCE DATE***
>
> *The Contractor acknowledges that time is of the essence and that failure of the Contractor to complete the Work by the dates set forth in Exhibit G of Form of Tender (Date of issue of Certificate of Final Acceptance), or agreed to extensions of time, shall cause injury to the Owner, and the Contractor agrees that the Contractor shall pay to the Owner, as liquidated damages, not as a penalty, the sum of five thousand Dollars ($5,000) for each day or a part thereof that the Work is delivered to the Owner, installed, or commissioned later than the dates indicated in Exhibit G of Form of Tender, up to a maximum of ten percent (10%) of the Contract Price."*

134. By letter dated May 10, 2006, being more than six (6) months after the total completion of the Project, counsel representing Great Lakes Power and Brookfield Power, for the first time ever, without prior notice or discussion, and without any supporting facts, allegations, documents or evidence, and without any legitimate justification or rationale, purported to put forward a set-off claim against Comstock for "estimated" liquidated damages in the sum of $460,000.00.

135. With respect to GC.11 of the Design-Build Contract, Comstock pleads as follows:

(a) GC.11 is ambiguous, imprecise, vague and unclear, and as such is unenforceable;

(b) The sum of $5,000.00 per day for liquidated damages, as set out in GC.11, is not a genuine pre-estimate of Great Lakes Power's damages which the parties might reasonably anticipate to be sustained by Great Lakes Power as a result of a hypothetical breach of contract by Comstock, and as such is therefore, in law, a penalty, which is unenforceable;

(c) Great Lakes Power has not alleged, and would be unable to establish, that Comstock was in breach of the Design-Build Contract;

(d) Great Lakes Power has not alleged, and would be unable to establish, that Comstock failed to meet the threshold date for final completion of the Design-Build Contract;

(e) Comstock did in fact complete its work under the Design-Build Contract on or about October 31, 2005, being almost three (3) weeks prior to the November 18, 2005 demobilization date set out in the Approved Baseline Schedule, and more than three (3) weeks prior to the November 22, 2005 Certificate of Acceptance date set out in the Design-Build Contract;

(f) the said sum of $460,000.00, at the rate of $5,000.00 per day, appears to represent ninety-two (92) days. There is no allegation, and no truth to the implied allegation, though, that Comstock was late by ninety-two (92) days, or at all, in achieving its "Final Acceptance Date"; and

(g) to the extent that there were any delays to the schedule for completion of the Project, such delays were not caused by Comstock, but rather, as set out above, were caused by the breaches, negligence and negligent misrepresentations of Great Lakes Power and BBA.

136. In purporting to assert a fabricated and unsubstantiated claim for liquidated damages in the circumstances described above, Great Lakes Power and Brookfield Power are in breach of the

Design-Build Contract, and further, are in breach of their duty of good faith which is owed to Comstock, expressly or impliedly, under the Design-Build Contract.

137. Comstock therefore pleads that Great Lakes Power and Brookfield Power are not entitled to retain or set off liquidated damages, in the said sum of $460,000.00, or in any sum at all, from the monies which are currently due and owing to Comstock.

Quantum Meruit

138. In the alternative to the claims for breach of the Design-Build Contract set out above, Comstock pleads that it is entitled to recover judgment for and payment of its losses, expenses and damages on the basis of the doctrine of *quantum meruit*.

Interest

139. Article 5 and GC.22.1.1 of the Design-Build Contract provide that all monies owing thereunder shall bear interest calculated daily at the rate of 1% above the prime rate per annum, and compounded monthly from the date payment became due until the date of payment.

Negligence Act

140. Comstock pleads and relies upon the provisions of the *Negligence Act*, R.S.O. 1990, Chapter N.1, as amended, and, in particular, sections 1 and 4 thereof.

Service Out Of The Jurisdiction Of Ontario

141. The Defendant BBA, herein may be served with this Statement of Claim out of Ontario, pursuant to the provisions of Rule 17.02 of the *Rules of Civil Procedure*, R.R.O. 1990, Reg. 194, on the basis that this action consists of a claim or claims:

(a) in respect of torts committed in Ontario;

(b) in respect of damage sustained in Ontario arising from a tort, wherever committed;

(c) where the said Defendant carries on business in Ontario;

(d) where the said Defendant is a necessary or proper party to a proceeding, which is properly brought against other Defendants in Ontario; and

(e) in respect of a contract where (i) the contract was made in Ontario, and (ii) the contract provides that it is to be governed by or interpreted in accordance with the law of Ontario.

142. Comstock proposes that the trial of this action take place in the City of Toronto in the Province of Ontario.

April , 2008

McLauchlin & Associates
Barristers & Solicitors
200-155 University Avenue
Toronto, Ontario M5H 3B7

W. A. McLauchlin (LSUC # 14890J)
Andrew Gurlesky (LSUC # 22742D)
Robert J. Kennaley (LSUC # 40892B)
Tel: (416) 368-2555
Fax: (416) 368-2599

Solicitors for the Plaintiff

COMSTOCK CANADA LTD.
PLAINTIFF

v.

BROOKFIELD POWER CORPORATION, et al.
DEFENDANTS

(Short title of proceeding)

Court file no. 06-CV-310517 PD2

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at TORONTO

FRESH AS AMENDED STATEMENT OF CLAIM

We hereby accept service of the Fresh as Amended Statement of Claim herein on behalf of the Defendants Brookfield Power Corporation/Corporation Energie Brookfield and Great Lakes Power Limited this 16th day of June 2008.
Ogilvy Renault LLP
per _____
William W. McNamara

McLauchlin & Associates
Barristers & Solicitors
155 University Avenue, Suite 200
Toronto, Ontario M5H 3B7

W. A. McLauchlin (LSUC # 14890J)
Andrew Gurlesky (LSUC # 22742D)
Robert J. Kennaley (LSUC # 40892B)
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Barristers for the Plaintiff

Court File No. 06-CV-310517 PD2

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

COMSTOCK CANADA LTD.

Plaintiff

- and -

BROOKFIELD POWER CORPORATION/CORPORATION ENERGIE BROOKFIELD, GREAT LAKES POWER LIMITED, BRETON, BANVILLE & ASSOCIES S.E.N.C.

Defendants

STATEMENT OF DEFENCE OF THE DEFENDANT BRETON, BANVILLE & ASSOCIES S.E.N.C.

1. The Defendant, Breton, Banville & Associés S.E.N.C. (hereinafter "BBA"), admits the allegations contained in paragraphs 5, 9, 10, 26, 27, 28, 29, 31, 32, 33, 37, 39, 40, 45, 46 except as it pertains to BBA on its own behalf, 58, 59, 82, 83, 85, 86, 87, 91, 92, 93, 98, the first sentence of paragraph 105, 109, 110, 122 (save as set out below), 123, 133 and 139 of the Fresh as Amended Statement of Claim.

2. BBA denies the allegations contained in paragraphs 6, 7, 8, 17, 18, 23, 24, 25, 30, 34, 35, 38, 41, 42, 43, 44, 46 as it pertains to BBA on its own behalf, 47, 48, 49, 50, 51, 52, 53, 54, 55, 56, 57, 61, 62, 63, 64, 65, 66, 67, 68, 69, 70, 71, 72, 73, 74, 75, 76, 77, 78, 79, 80, 81, 84, 88, 89, 90, 94, 95, 96, 97, 99, 100, 101, 102, 103, 104, the second sentence of paragraph 105, 106, 107, 108, 111, 112, 113, 114, 115, 116, 117, 118, 119, 120, 124, 125, 126, 127, 128, 129, 130, 131, 132, 134, 135, 136, 137, 138, 140 and 141 of the Fresh as Amended Statement of Claim. BBA further denies that the Plaintiff is entitled to the relief claimed in paragraph 1 of the Fresh as Amended Statement of Claim and puts it to the strict proof thereof.

3. BBA has no knowledge, or insufficient knowledge, in respect of the allegations contained in paragraphs 2, 3, 4, 11, 12, 13, 14, 15, 16, 19, 20, 21, 22, 36 and 60 of the Fresh as Amended Statement of Claim.

4. BBA admits the allegations contained in paragraphs 91 and 121 of the Fresh as Amended Statement of Claim, with the exception that the amount the Plaintiff claims for the weather related *force majeure* event referred to therein actually relates to a work suspension which started on July 14, 2005, not July 13, 2005, and ended on July 22, 2005. Consequently, the claimed amount of $534,422.44 for this event should be reduced as only eight days, not nine, are compensable.

5. Except where otherwise provided herein, BBA denies that the Plaintiff has sustained any damages, losses, or incurred any expenses as alleged and puts it to the strict proof thereof.

6. BBA denies that any acts or omissions on its part or on the part of its servants, employees or agents caused or contributed to any damages, losses or expenses alleged by the Plaintiff.

Background and Parties

7. This action relates to a design-build contract entered into on February 25, 2004 between Great Lakes Power Limited ("GLP") as "Owner" and Comstock Inc. as "Contractor" for the "Design, procurement and construction of the Anjigami and Sault 230 kV Line Reconstruction" (the "Agreement").

8. BBA provides engineering consulting services. BBA was appointed by, and acted on behalf of, GLP as "Owner's Representative" in connection with the Agreement.

9. For the purposes of the Project, BBA had certain authority pursuant to a project consultancy contract dated September 17, 2003 between it and GLP as well as GC.4 of the Agreement. BBA acted at all material times in relation to the Project as agent for the Defendants GLP and/or Brookfield Power Corporation/Corporation Energie Brookfield ("Brookfield Power"), not on its own behalf or in any other capacity.

10. BBA denies that it owed any duty of care to the Plaintiff, as any duties and responsibilities on the part of BBA in relation to the Project were governed solely by BBA's contract with GLP and/or Brookfield Power.

11. In the alternative, if it is determined that BBA did in fact owe a duty of care to the Plaintiff, BBA performed the consulting services required of it with reasonable and proper care, skill and diligence, and in accordance with the accepted standards of its profession for providing consulting services for a project of the type and scale described in the Agreement.

12. GLP issued a request for tender on October 17, 2003. The request for tender incorporated by reference additional documents which collectively comprised the "Contract Documents". The Contract Documents governed the relationship between Comstock as Contractor and GLP as Owner.

13. Comstock assumed complete responsibility for the design, procurement, and construction of the Anjigami and Sault lines on time and on budget pursuant to the Contract Documents.

The Plaintiff's Design Consultant, RSW Inc. ("RSW")

14. Comstock engaged RSW, an engineering consulting firm, for the purpose of assisting Comstock in performing its obligations under the Agreement. In this regard, the Plaintiff's Tender provided that the Plaintiff was "*agreeable to entering into a binding contractual relationship with a single Pre-qualified Design Consultant*", RSW.

15. In a letter to GLP dated December 23, 2003 enclosing its tender package for the Project, the Plaintiff stated that "*We believe that, in association with our design engineer (RSW Inc.), we can contribute significantly to the success of this project.*"

16. IT.7.1 of the Instructions to Tenderers, which forms part of the Contract Documents, states that "*The Owner's selection of the Pre-qualified Design Consultants in no way diminishes the Contractor's responsibility and liability for the Work of the Contractor's Design Consultant; the Contractor acknowledges complete liability therefor...*"

17. GC.16.3 provides that "*The Contractor shall be fully responsible to the Owner for the acts and omissions of its Subcontractors arising out of or resulting from the performance of the Work or breach of its obligations hereunder and the Contractor shall not be relieved from responsibility if the Work that is subcontracted is not performed to the satisfaction of the Owner's Representative.*"

18. BBA states that the scope of work RSW was engaged to provide to the Plaintiff in relation to the Project was too narrow and confined having regard to the nature, scope and level of complexity of the Project.

19. BBA states that as a result of the foregoing, the Plaintiff is not entitled to claim against it, GLP or Brookfield Power for any additional expenses or costs incurred as a result of the narrow scope of work contracted to RSW, and that the Plaintiff is responsible for any losses, expenses, delays or cost overruns stemming from the acts or omissions of RSW in relation to the Project.

The Right-of-Way ("ROW") Issues

20. By letter dated December 1, 2003 addressed to RSW, BBA clarified SC.4.1 of the Agreement as follows: "*The existing line locations are shown on the PLS-CADD files provided earlier. The alignment of the new line will be as per Owner's Requirements. The Owner does not plan to provide any survey control.*"

21. The Contract Documents state at Article 6: "*The Contractor has independently familiarized itself with the nature and extent of the Contract Documents, the Work, Site, locality, and all local conditions, including the Access to Areas of the Work, seasonal and hydrological conditions of the Access and Laws and regulations and the nature and extent of difficulties, risks and hazards incidental to the performance of the Work that in any manner may affect cost, progress or performance of the Work and has made its own evaluation of the Work and the effect and impact of all such matters on the Work. The Contractor does not rely in any way on the Owner in making such evaluation.*"

22. As such, it was the responsibility of the Plaintiff to satisfy itself as to the proper location of the ROW and the new transmission line.

23. With respect to the allegations contained in paragraph 41 of the Fresh as Amended Statement of Claim, BBA states that the Plaintiff has only cited the first two sentences of OR.6.7 of the Agreement and that the provision reads in its entirety as follows:

> *The location for the construction of the new 230kV line will be as close as possible to the side of the Right-Of-Way where the No. 1 lines [were] located giving due consideration to required electrical clearances. Where guys are used they shall remain within the confines of the Right-Of-Way. Where the existing Anjigami lines divert the new Anjigami Line will follow the Diversion portion. Where the existing Sault lines diverge, just North of Sault Ste. Marie, the new Sault Line will follow the section used by the old No. 1 line.*

24. Contrary to what the Plaintiff pleads at paragraph 42 of the Fresh as Amended Statement of Claim, BBA states that it instructed the Plaintiff on February 26, 2004 that it "*should assume for the Anjigami section, up to the diversion, that the two existing lines are centred on a 150 ft wide ROW.*" (the "February 26, 2004 Instruction")

25. The February 26, 2004 Instruction was provided to the Plaintiff as historically there was no other practical way of determining what the actual centre line of the ROW might be in the absence of monumentation. BBA states that the February 26, 2004 Instruction formed part of a consistent and accurate instruction provided by BBA regarding the location of the ROW.

26. BBA states that the information furnished to the Plaintiff regarding the ROW provided it with a sufficient basis upon which to complete in a timely manner, the design activities, including the locations of points of inflection ("PI"), as well as the survey activities it needed to perform in order to properly plan and implement the Agreement.

27. BBA specifically denies the allegations of the Plaintiff in paragraphs 49 and 50 of the Fresh as Amended Statement of Claim to the effect that the Plaintiff was obliged to postpone the commencement of excavation and setting of poles until July 26, 2004, order

different lengths of wood poles, and redistribute the wood poles already on site due to RSW having been required to perform additional re-design work and checking in order to ensure that the wood pole transmission line structures and their guy wires and anchors fell within what the Plaintiff improperly calls the establishment of "new" boundary limits of the ROW.

28. BBA states that it at no time purported to change its February 26, 2004 Instruction and that the Plaintiff and RSW operated at all material times on the basis thereof. This is evidenced by an email to the Plaintiff dated June 1, 2004 in which RSW stated "*Please make sure your surveyor does the following: Flag limits of the ROW (75 ft. on either side of the centerline defined as the halfway point between the two existing 115 kV lines).*" This correspondence reflects an understanding of the ROW which corresponds exactly to BBA's February 26, 2004 Instruction.

29. An internal e-mail from RSW to Comstock dated July 20, 2004 noted that "*We have based the ROW as 50 ft outside Anjigami #1 and Anjigami #2*". This stated way of defining the ROW width is at variance with BBA's instruction dated February 26, 2004 and RSW specific instruction dated June 1, 2004 as it can lead to a ROW width different from 150 ft. As a result, BBA states that just days before excavation and pole setting actually began on July 26, 2004 the Plaintiff had been ignoring BBA's and RSW's instructions as to the determination of the ROW limits.

30. GC.2.7 provides that "*The Tender Drawings and such other information are provided by the Owner's Representative* ***for reference only****. The Contractor shall be deemed to have confirmed for accuracy any information provided.*" [bolding added]

31. GC.5.10 provides that "*The Contractor is not relying upon any information, documentation or advice provided by the Owner in connection with the carrying out of the Project and the Owner shall not be responsible for any claims suffered or incurred by the Contractor's Design Consultant arising out of or in relation to any inaccuracy or deficiency in any such information, documentation or advice*".

32. GC.2.11 provides that "*If, in the Contractor's opinion, the revised or additional Tender Drawings or Owner's Requirements call for the Work to be more costly than that called for by the Contract or adversely affect the scheduling of the Work, the Contractor shall give written notice to such effect to the Owner's Representative within seven (7) days after the same are delivered. If the Owner's Representative concurs, additional compensation or time or both shall be negotiated...*"

33. GC.27.1 provides that "*The Contractor shall immediately notify the Owner's Representative in writing of any occurrence that has caused or which it anticipates may cause a substantial delay that shall affect the performance of the Work according to the Contract Schedule.*"

34. GC.27.3 states "*If the Contractor considers that the alleged delay was the direct result of the actions or neglect of the Owner, other than actions permitted under the Contract, or by others for whom the Owner is liable, then the Contractor may submit a claim to the Owner's Representative for approval of the reimbursement of the Contractor's Actual Demonstrated Costs, which can be shown to be solely the result of such delay and shall be entitled to such extension to the Contract Schedule as may be required to make up for the time lost solely as a result of such delay as the Owner may decide.*"

35. GC.27.5 states "*Claims under ... GC.27.3 ... may be included in the Contractor's notice of the delay pursuant to clause GC.27.1 or may be submitted to the Owner's Representative in writing at a later date when the extent of the alleged delay has been determined by the Contractor but in any event shall be submitted not later than seven (7) days after the date on which the full extent of the alleged delay or the full amount of the Actual Demonstrated Costs could reasonably be determined.*"

36. As a result, even if the ROW information provided by BBA or GLP were deficient in some way, which is specifically denied, the Plaintiff failed to avail itself of the remedial mechanisms provided for in GC.2.11 and GC.27.3 despite its obligations under the Design-Build Contract to do so. In particular, the Plaintiff failed to notify BBA about ROW-related issues it now complains about at any time between the communication of

the February 26, 2004 Instruction and the issuance of "for construction" drawings by RSW on June 4, 2004.

37. The Plaintiff contracted to complete Phase I of the Project by November 22, 2004, but in fact completed it on February 22, 2005, some 92 days late. For reasons unknown to BBA, the Plaintiff failed to avail itself of the contractual mechanisms available to it by which to seek any cost adjustments or time extensions even though the Design-Build Contract clearly states that time was of the essence thereof.

The Pole Issues

38. GC.5.5 provides that "*The Contract Price shall cover all costs of every kind ...*"

39. The Contract Documents provide in OR.16.2.1 that "*Poles shall be Western Red Cedar. All poles are to be fully CCA treated per CSA Spec 080-1970 produced in accordance with CSA Spec 051-2-1970 for timber quality and dimension...*"

40. Comstock was obliged to investigate all issues relevant to costing its bid, including the availability and sources of required materials, prior to submission of its tender. Comstock failed to obtain firm pricing and delivery commitments for Western Red Cedar poles in a timely fashion at the tender stage or when the contract was awarded.

41. Comstock requested on February 17 and 18, 2004 that Douglas Fir wood poles be substituted in place of the specified Western Red Cedar poles.

42. BBA states that, at all material times, the price of Douglas Fir wood poles was generally known to be significantly lower than the price of Western Red Cedar wood poles. The Plaintiff did not offer GLP a reduction on the contract price in the event that its proposal to substitute Douglas Fir wood poles for Western Red Cedar poles was accepted.

43. BBA informed the Plaintiff, on the instructions of GLP, that the contractual requirements for Western Red Cedar poles were clear and specific, and that, as a result, GLP would not authorize the use of Douglas Fir poles as proposed by the Plaintiff. Moreover, BBA informed the Plaintiff that as the latter had advised GLP that its only concern in relation to the supply of Western Red Cedar poles was the availability thereof at lengths of 90 feet

or greater, GLP was open to a number of actions to alleviate the Plaintiff's concern, including the redesign of the line to eliminate the need for 90 foot poles and the substitution of steel poles in selected areas where it was not possible to redesign and eliminate the need for the longer Western Red Cedar poles.

44. In any event, the Plaintiff's allegations as to the lack of availability of Western Red Cedar poles are inaccurate. Indeed, the Plaintiff wrote in minutes of a March 16, 2004 design review meeting that "*L. Girard [of the Plaintiff] presented an update on the status of the availability of WRC poles for the Anjigami section and stated that the Contractor had now submitted its final list of poles (Anjigami Section Only) to L.D. McFarland and had received confirmation that the required quantities of WRC poles would be delivered according to the Contractor's schedule.*"

45. At a pre-award meeting held on January 13, 2004 with a view to ensuring that the Plaintiff had a full and complete understanding of the Owner's Requirements under the Design-Build Contract, the Plaintiff could have put forth any concerns or suggested any modifications it felt were appropriate in relation to any perceived shortage of Western Red Cedar poles. It failed to do so.

46. On March 23, 2004, the Plaintiff wrote to BBA and stated that it was "*directing our wood pole supplier ... to proceed with the ordering of the materials for the project immediately, so as to secure the current pricing and current delivery commitments.*" The Plaintiff further confirmed in Minutes of Meeting dated April 1, 2004 that formal purchase orders for the supply of poles for the Anjigami section had been issued.

47. The Plaintiff had the ability to obtain all relevant information regarding prevailing market conditions and to stipulate a specific exception to its bid in relation to sourcing of necessary materials. Once again, it failed to do so.

48. GC.5.2 indicates that "*The Contractor shall ... provide and pay for everything necessary for the execution of the Work which without limitation shall include permits, ... materials, supplies ... and any other cost related to the Work.*"

49. On May 18, 2004, the day excavation and pole setting was scheduled to begin, there were approximately 121 poles on site. However, any alleged shortage of poles was not significant since the Plaintiff was not in a position at that time to commence excavating and pole setting, as it would have needed to first install the anchors for all PIs, which it could not do until such time as it obtained an Explosives Permit and a Land Use Permit. These permits were only applied for on July 3, 2004. By the time the permits were obtained on July 22, 2004, approximately 582 poles had been delivered to the site, meaning that pole supply was no longer a practical problem when pole setting actually began on July 26, 2004.

50. In the Plaintiff's June 25, 2004 monthly progress report, it indicated that while procurement of materials was in progress, delivery dates for certain materials were "a major concern". In particular, the Plaintiff indicated that the delivery of wood poles was six weeks behind schedule due to the unavailability of rail cars. Any such delay stemmed from the Plaintiff's failure to contract for the required poles and to arrange delivery to the site in a timely fashion at the outset.

51. In the Plaintiff's monthly progress report dated July 28, 2004, two days after it commenced setting the poles, it issued a revised construction schedule which did not reflect any delay in the Phase I completion date of November 22, 2004.

52. As such, the Plaintiff's claim for compensation in relation to the poles is ill-founded.

Winter Operations

53. SC.18.1 provides that "*the Contractor shall make all necessary provision for winter operation, including for unusual conditions.*"

54. IT.14 of the Instructions to Tenderers provided that "*The Tenderer shall satisfy itself, before submitting its Tender, as to the form and nature of the Site, the quantities and nature of the Work, ... Access to the Site and the seasonal conditions limiting Access to the Site, ... and any other matters that could impact the performance of the Work.*"

55. The Plaintiff's Tender states that "*We further certify that we have visited the Site of the Work, and that we are thoroughly conversant with the Site conditions including the Access to the Site and seasonal variations which may impact on the methods and timing of the construction.*"

56. GC.30.1 similarly provides that "*The Contractor shall be deemed to be familiar with the Site and the adjoining premises and areas, including subsurface conditions, and the access to the Site and seasonal conditions of the access and having made its own evaluation of the facilities available and the difficulties attending the Work. The Contractor shall not rely on the owner advising him in this regard.*"

57. BBA suggested to the Plaintiff, in the early stages of the Project, that it start at the other end of the Anjigami Line so as not to be caught in rough terrain potentially during adverse or winter conditions. In particular, BBA suggested that the Plaintiff complete the southern section of the Anjigami line earlier than planned since that area received much more snow than the more northern section of the line. Ultimately, the Plaintiff did not follow BBA's suggestion in this regard.

The Plaintiff's Lack of Proper Planning, Management and Supervision

58. Any extra costs, expenses or delays, which the Plaintiff now claims, are not recoverable as they were included in the contract price or were entirely attributable to the manner in which Comstock chose to perform the Agreement details of which include:

(a) Comstock failed to hire individuals who had the experience, qualifications and skills necessary to properly manage, plan and supervise the Project, notwithstanding the clear requirement for the Plaintiff to field a strong construction management team;

(b) Comstock failed to properly manage known material supply risks;

(c) Comstock failed or neglected to conform to applicable safety regulations;

(d) Comstock failed to sufficiently review field conditions prior to commencing the work;

(e) Comstock failed to have design consultants and surveyors sufficiently involved pre-construction; and

(f) Comstock failed to indicate a critical path on its Baseline Schedule.

59. While design activities for Phase I of the Project were scheduled to end on April 27, 2004, they in fact ended on June 4, 2004 with the issuance by RSW of signed and sealed "for construction" drawings and a list of structures. This represents a delay of 38 days, which delay was critical given that Comstock was aware that staking and final procurement activities could not commence prior to the issuance of the said documents.

60. In a monthly progress report dated May 31, 2004, Comstock noted that "There has been some delay to the start of work due to delays in the transmission design for Anjigami that was originally scheduled to be completed by the end of April, 2004. Pole deliveries, hardware and structural steel framing material procurement are also behind schedule because of delays (and changes) to the issuance of the design information." As a result, Comstock issued a revised schedule showing that the start of construction (i.e. excavation and setting of poles) was to be delayed 41 days from May 18, 2004 to June 28, 2004. Worse still, pole setting was not actually commenced until July 26, 2004.

61. The choice by Comstock of Gord Smith ("Smith") as its on-site Project Manager was inappropriate based on his lack of transmission line construction experience. This lack of experience became apparent when on May 19, 2004, BBA issued an order to stop work on the removal of conductor and poles because, among other things, it had commenced the work without having submitted work plans and hazard assessments in advance to BBA and proceeded with workers who did not have the requisite training. Comstock's acts or omissions in this regard demonstrate a lack of planning on its part and were in breach of its obligations in relation to safety requirements under the Design-Build Contract.

62. On May 28, 2004, after proper training had been provided to the Plaintiff's personnel and appropriate work plans and hazard assessments had been submitted, BBA authorized the Plaintiff to resume work on the Project. Nevertheless, the Plaintiff relieved on-site Project Manager Smith of his duties on June 10, 2004.

63. The Plaintiff failed to provide any on-site management whatsoever from June 10, 2004 to July 6, 2004, in direct contravention of GC.6.1.1. The new on-site Project Manager it then appointed also had no transmission line construction experience.

64. Before commencing work in relation to the Project, the Plaintiff failed to go on site to survey the terrain it would be dealing with or to verify PI locations, instead limiting itself to using the computer program "PLS_CADD" to prepare "plan and profile drawings" and a list of structures. The verification of PI locations in the field prior to the issuance of construction drawings is a crucial complement to the use of the computer program and was necessary to avoid later problems.

65. In minutes of a design review meeting dated March 16, 2004, Comstock noted that the structure spotting for Phase I of the Project had been completed, but that "The initial spotting of the structure locations [was] made based on the assumption that the ground is flat at each structure site. The position of the structures may have to be revised once the structure survey and staking has been completed, and additional adjustments may be required." The Plaintiff failed to take steps in advance to verify the accuracy of this assumption, which adversely impacted the work schedule.

66. In the period from June 10, 2004 to July 6, 2004 during which Comstock failed to provide any on-site management, four surveyors from D.S. Urso Surveying Ltd. ("Urso") were on site performing legal survey work for the Plaintiff for which no authorization had been granted by GLP and which was redundant for the completion of the work. Instead, the Urso surveyors should have been verifying PI locations and resolving any problems in relation thereto. The failure to have Urso do so contributed to additional delays.

67. When Urso did eventually work on verifying the PI locations, it experienced difficulty in confirming that anchor locations at these structures would stay within the ROW. Urso also had difficulty interpreting RSW's instructions to offset running angle structures. BBA states that the Plaintiff's decision to perform the final positioning of the PI locations immediately prior to beginning construction demonstrates that it seriously underestimated the work required in the field. This decision contributed to a slow-down in pole setting as the production rate was dictated by the rate of progress of the survey crew.

68. There were also erroneous instructions issued to Urso. For example, an internal RSW e-mail dated July 12, 2004 clarified the definition of "offsets" as being "distances along a line perpendicular to the bissectix of the line angle from the centerline of the line to the centerline of the structure" and admitted that "All offsets indicated on the last issue of the construction data sheets are in error. Left should have been right and right, left. ... We will issue a new revision.".

69. The foregoing errors lead to further delays. For example, Comstock's weekly progress report dated July 17, 2004 notes: "Urso Surveying has surveyed structures up to Tabor. However, the first 100 structures will be rechecked to ensure the legitimacy of the marked centerline."; and

70. The foregoing errors on the part of the Plaintiff, rather than any act or omission on the part of BBA or its servants, employees or agents, caused or contributed to any delays or cost overruns the Plaintiff may have experienced.

71. BBA further states that the failure of the Plaintiff to use a qualified management team for Phase I is the underlying cause of substantially all of the problems the Plaintiff encountered in performing the Work. The Plaintiff replaced the management team for Phase II of the project and was able to largely avoid similar problems in completing Phase II of the Work.

72. BBA further states that if the Plaintiff has indeed sustained any damages or losses or incurred any expenses as alleged in the Fresh as Amended Statement of Claim, which is not admitted but is specifically denied, such damages are exaggerated, unforeseeable, indirect, unmitigated and too remote.

73. BBA pleads and relies upon the provisions of the *Negligence Act*, R.S.O. 1990, c. N.1, as amended.

74. BBA therefore requests that this action be dismissed against it with costs on a substantial indemnity scale.

July 25, 2008

BLANEY McMURTRY LLP
Barristers and Solicitors
1500 - 2 Queen Street East
Toronto, ON M5C 3G5

David S. Wilson (LSUC #20124W)
Tel: (416) 593-3970
Fax: (416) 593-5437

Randy Kramer (LSUC #51717L)
Tel: (416) 596-2882
Fax: (416) 593-5437

Solicitors for the Defendant,
Breton, Banville & Associes S.E.N.C.

TO: **McLAUCHLIN & ASSOCIATES**
Barristers and Solicitors
155 University Avenue, Suite 200
Toronto, ON M5H 3B7

W.A. McLauchlin
Andrew Gurlesky
Robert J. Kennaley
Tel: (416) 368-2555
Fax: (416) 368-2599

Solicitors for the Plaintiff

AND
TO: **OGILVY RENAULT**
Barristers and Solicitors
Royal Bank Plaza, South Tower
Suite 3800 - 200 Bay Street
Toronto, ON M5J 2Z4

William McNamara
Tel: (416) 216-4000
Fax: (416) 216-3930

Solicitors for the Defendants,
Brookfield Power Corporation/Corporation Energie Brookfield
and Great Lakes Power Limited

Court File No. 06-CV-310517PD

COMSTOCK CANADA LTD.
Plaintiff

and

BROOKFIELD POWER CORPORATION/CORPORATION ENERGIE BROOKFIELD et al.
Defendants

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding Commenced at **Toronto**

STATEMENT OF DEFENCE

BLANEY McMURTRY LLP
Barristers and Solicitors
1500 - 2 Queen Street East
Toronto, ON M5C 3G5

David S. Wilson (LSUC #20124W)
Randy Kramer (LSUC #51717L)
Tel: (416) 593-3970
Fax: (416) 593-5437

Solicitors for the Defendant
Breton, Banville & Associes S.E.N.C.

Court File No. 06-CV-310517 PD2

ONTARIO
SUPERIOR COURT OF JUSTICE

BETWEEN:

COMSTOCK CANADA LTD.

Plaintiff

- and -

BROOKFIELD POWER CORPORATION/CORPORATION ENERGIE BROOKFIELD, GREAT LAKES POWER LIMITED, BRETON, BANVILLE & ASSOCIES S.E.N.C. ET AL.

Defendants

STATEMENT OF DEFENCE OF THE DEFENDANTS BROOKFIELD POWER CORPORATION/CORPORATION ENERGIE BROOKFIELD and GREAT LAKE POWER LIMITED

1. The Defendants Brookfield Power Corporation/Corporation Énergie Brookfield (now known as "Brookfield Renewable Power Inc." and referred to herein as "Brookfield") and Great Lakes Power Limited ("GLP") admit the allegations contained in paragraphs 2, 3, 4, and 5 of the Fresh as Amended Statement of Claim.

2. Brookfield and GLP have no knowledge with respect to the allegations contained in paragraph 6 of the Fresh as Amended Statement of Claim.

3. Except where hereinafter expressly admitted, Brookfield and GLP deny the remaining allegations in the Statement of Claim and deny that the Plaintiff is entitled to the relief sought therein.

The Agreement

4. This litigation relates to a contract between GLP as "Owner" and Comstock as "Contractor", entered into on February 25, 2004, for *"the Design, procurement and construction of the Anjigami and Sault 230 kV Line Reconstruction, including a Fibre Optic System"* (the "Agreement").

5. The work to be completed pursuant to the Agreement was comprised of two components or phases, namely, the removal of the two electrical transmission lines from the Anjigami Transformer Station at Wawa south to the MacKay Transformer Station at Montreal River, and the replacement of the two lines in that section with a single new line (the "Anjigami Line"); and the removal of the three electrical transmission lines from the MacKay Transformer Station at Montreal River to the Third Line Transformer Station at Sault Ste. Marie, and the replacement of the three lines in that section with two new lines (the "Sault Line") (the "Work" or "Project").

6. Incorporated by reference into the Agreement were certain additional documents, including Pre-Award correspondence, Instructions to Tenderers, Form of Tender, Special Conditions, General Conditions and Owner's Requirements, all of which (along with the Agreement) comprised the "Contract Documents".

7. The Contract Documents governed the relationship between Comstock as Contractor, and GLP as Owner.

Comstock's Obligations

8. Pursuant to the Contract Documents, Comstock assumed the complete responsibility for the design, procurement and construction of the Anjigami and Sault lines on time and on budget (*i.e.*, without exceeding the contractually stipulated price).

9. The full extent of Comstock's obligations are reflected in numerous provisions of the Contract Documents, including (without limitation) the following:

(a) Comstock was required to satisfy itself, before submitting its tender, *"as to the form and nature of the Site, the quantities and nature of the Work, the labour conditions existing in the area for the work involved, facilities presently on the Site, Access to the Site, the materials necessary for the performance of the Work, the classifications and local restrictions of roads and bridges and any other matters that could impact the performance of the Work"*;

(b) Comstock was responsible and liable for the work of its chosen Design Consultant, RSW Inc. ("RSW"), and that responsibility and liability was *"in no way diminished"* by reason of the Owner's selection of the Pre-qualified Design Consultants;

(c) Comstock was responsible for obtaining all required permits;

(d) Comstock was required to make provision for winter operation, including unusual conditions; and

(e) All new transmission poles were to be Western Red Cedar (the "WRC Poles").

10. The Contract Documents also provided that the new lines were to be located as close as possible to the side of the Right-Of-Way (the "ROW") where the no. 1 lines were previously located, *"giving due consideration for the required electrical clearances"*. Guys were required to remain within the confines of the ROW.

11. The Contract Documents also provided that time was of the essence and that Comstock was required to complete the Anjigami Line by November 22, 2004, and the Sault Line by November 22, 2005, barring any extensions agreed to by GLP.

12. In the event that Comstock failed to achieve these Completion Dates, Comstock acknowledged and agreed to pay to GLP as liquidated damages, and not as penalty, the sum of $5,000 per day, up to 10% of the Contract Price. The Contract Documents further provided that GLP was entitled to set-off any such liquidated damages from any amounts otherwise due to Comstock.

Other Relevant Provisions of the Contract Documents

13. The Contract Documents contained a number of additional provisions which are relevant to the claims now asserted by Comstock. These provisions stated (among other things) that:

(a) Comstock had *"independently familiarized itself [...] with the nature and extent of difficulties, risks and hazards incidental to the performance of the Work that in any manner may affect cost, progress or performance of the Work and has made*

its own evaluation of the Work [...]" and did not *"rely in any way on the Owner in making such evaluation"*;

(b) Comstock acknowledged and agreed that *"the Contract Documents do not indicate every part or detail of the Work"* but that it was the intent of the Contract Documents *"that everything necessary for the proper, fully functional and complete execution and completion of the Work shall be provided by the Contractor [...]"*;

(c) Comstock acknowledged and agreed that it alone was *"responsible for the performance and completion of the Work in all respects [...]"*;

(d) Comstock acknowledged and agreed that the Contract Price included and covered *"all costs of every kind [...] and the performance of all services that may be required for the proper execution and completion of the Work, in accordance with the Contract Documents"*; and

(e) *"The Owner's Representative may make changes in the Work by altering, adding to or deducting from the Work [...] no change shall be made to the Work unless pursuant to a written Change Order from the Owner's Representative and no claim for a change to the Contract Schedule or for an addition to the Contract Process shall be considered or allowed unless so ordered"*.

Comstock's Representations

14. Comstock represented and certified in its Tender that:

(a) It brought *"a wealth of experience in the construction of high voltage transmission lines"* along with its tender package;

(b) It had read the Contract Documents, had visited the Site and was *"thoroughly conversant with Site conditions [...] including seasonal variations which may impact on the methods and timing of the construction"*;

(c) It would, subject to the acceptance of its Tender, *"do all work necessary to complete the Work of the Contract to the satisfaction of the Owner and in the time stipulated [...], all in accordance with the Contract, for the Tender price"* of $37,407,772;

(d) *"[T]he total Tender Price shall constitute the Contract Price for the purpose of the Contract, should the Owner accept the Tenderer's Tender, and that it is firm and not subject to escalation for any reason for the duration of the Contract, except in accordance with the procedures set forth in clause GC.18 (Changes in the Work)*;

(e) It had chosen RSW as its Design Consultant; and

(f) It did not object to any of the technical requirements of the Tender Documents.

15. Comstock made these representations with the full knowledge and intent that they would be relied upon by GLP, as in fact they were.

16. These representations form part of the Contract Documents and became binding on Comstock upon the execution of the Agreement.

Role of RSW Inc.

17. The Instructions to Tenderers (which formed part of the Contract Documents) stated (at para. 6.4) that:

> *It is the Owner's intent and a requirement of the Contract that the Pre-qualified Design Consultants shall form a contractual relationship with a Qualified Construction Contractor that has previously been Pre-qualified by the Owner [...].*

18. However, para. 7.1 of the Instructions to Tenderers provided that:

> *The Owner's selection of the Pre-qualified Design Consultants in no way diminishes the Contractor's responsibility and liability for the Work of the Contractor's Design Consultant; the Contractor acknowledges complete liability therefore [...].*

19. Thus, GLP's pre-qualification of RSW Inc. ("RSW") as a possible Design Consultant for the project in no way diminished Comstock's responsibility and liability for the completion of the Work in accordance with the Contract Documents.

20. Prior to selecting RSW as its Design Consultant, Comstock presumably satisfied itself as to RSW's qualifications and its ability to perform as Comstock's Design Consultant. GLP was not privy to the specific contractual arrangements between Comstock and RSW.

21. The Contract Documents contained a number of additional provisions governing RSW's intended role as Comstock's chosen Design Consultant. For example, Comstock acknowledged and agreed that:

(a) The Tender Drawings provided by GLP were provided for reference only;

(b) It (*i.e.*, Comstock) was *"deemed to have confirmed for accuracy any information provided"* by the Owner's Representative concerning the Work;

(c) It (Comstock) was not *"relying upon any information, documentation or advice provided by the Owner in connection with the carrying out of the Project [...]"*; and

(d) *"The Owner shall not be responsible for any claims suffered or incurred by the Contractor's Design Consultant arising out of or in relation to any inaccuracy or deficiency in any such information, documentation or advice"*.

22. Given these provisions, Comstock is not entitled to now assert (as it appears to do) that the pre-qualification of RSW constitutes a representation by GLP as to RSW's ability to perform as Design Consultant on the Project, or that GLP is responsible for any additional design costs incurred by either RWS or Comstock.

Role of BBA

23. Pursuant to the Contract Documents, the Defendant Breton, Bainville and Associates ("BBA"), as Owner's Representative, was the *"interpreter of first instance of the Contract and the judge of performance under the Contract"*.

24. In essence, in its role as Owner's Representative, BBA administered and directed the Project, and was in direct contact with Comstock throughout.

25. To the best of GLP's knowledge, information and belief, BBA always acted promptly, correctly and fairly in the execution of its duties and responsibilities as Owner's Representative, including without limitation its duties relating to the interpretation of the Contract Documents and claims for extra work submitted by Comstock.

26. GLP pleads and relies on the allegations contained in paragraphs 14 to 71 of BBA's Statement of Defence.

Role of Brookfield

27. Brookfield is not, and never has been, a party to the Agreement, nor did GLP act as trustee, agent, *alter ego* of, or as partner, joint-venturer or in concert with Brookfield in connection with the Agreement, as alleged in paragraph 11 of the Fresh as Amended Statement of Claim.

28. Insofar as Brookfield is concerned, the Agreement is *res inter alios acta*. There is no basis in fact or in law for any claim by Comstock against Brookfield.

Basis for Claim asserted against GLP

29. Comstock's claim, the quantum of which is almost double the Contract Price, is largely based on allegations which can be summarized as follows:

(a) First, that GLP failed to disclose and make available to Comstock during the Tender process the so-called Hydro-One, Brookfield and EPCM/EPC Studies (collectively referred to as the "Studies"), as well as the Lang and Ross 1929

Survey, and that such failure constitutes negligent or intentional misrepresentation;

(b) Second, that GLP, through BBA, provided Comstock with misleading and incorrect information with respect to the centreline of the right-of-way (the "ROW") at the Work site (the "BBA February 26, 2004 Directive"), on which Comstock relied to its detriment;

(c) Third, that GLP made false or misleading representations with respect to the availability or use of Western Red Cedar Poles which were specified by GLP for the Work, on which Comstock relied to its detriment;

(d) Fourth, that certain events which occurred during the execution of the Work constitute events of *Force Majeure* or *Change of Law*, within the meaning of the Agreement, which entitle Comstock to an equitable adjustment of the Contract Price; and

(e) Fifth, that Comstock is entitled to compensation with respect to certain material escalation costs.

30. These allegations fly in the face of Comstock's obligations under the Contract Documents, and are entirely without merit.

GLP did not fail to disclose material information

31. GLP has no knowledge of the Studies to which Comstock refers. Comstock was unable to provide Particulars of the Studies when asked by GLP to do so.

32. In the alternative, GLP further denies that any pre-contractual studies it may have performed or obtained were in any way relevant or would have materially assisted Comstock in the preparation of its Tender or in the execution of the Work.

33. Moreover, and also in the alternative, GLP denies that it was under any obligation to disclose any information other than that which it in fact disclosed during the tender stage. On the contrary, it was a fundamental term of the contract between the parties that Comstock take all steps necessary to inform itself as to site conditions, the scope of the Work, and any other relevant factors, before submitting its Tender, and Comstock represented to GLP in writing that it had in fact done so.

34. In the further alternative, GLP denies that any failure on its part to disclose information other than that which was in fact disclosed during the tender stage constitutes actionable misrepresentation in fact or in law.

35. The Lang and Ross Survey of 1929 pre-dated the construction of the transmission lines which were replaced pursuant to the Agreement. The information the Lang and Ross Survey contained was outdated and would not have materially assisted Comstock in the preparation of its Tender or in the execution of the Work.

36. Comstock cannot now assert that it lacked sufficient information, be it in the form of the Studies or the Lang and Ross Survey of 1929, to complete its contractual obligations.

No Misleading Information *re* the ROW

37. GLP denies that it made any false or misleading representations regarding the centreline of the ROW, either directly or through BBA, on which Comstock relied to its detriment during the execution of the Work.

38. Under the Contract Documents, it was Comstock's obligation (with the assistance of RSW) to properly situate the new transmission lines and transmission poles within the right of way.

39. The Contract Documents also obliged Comstock to determine for itself how best to fulfill this contractual obligation. Comstock at all times represented that it was more that capable of making this determination. Comstock cannot now assert that it was misled by a supposed directive given to it by BBA, even assuming such a directive was incorrect (which is not admitted but specifically denied).

No Misrepresentation *re* availability WRC Poles

40. As appears from various provisions of the Contract Documents referenced above, Comstock specifically agreed to supply WRC Poles. Comstock was aware of this requirement at all material times and never voiced any objections during the Tender stage.

41. GLP denies that its selection of western red cedar as the material to be used for the transmission poles constitutes in fact or law a representation on its part as to the availability or price of WRC Poles, and denies having made any such representation in any event.

42. GLP further denies that WRC Poles were in short supply or not available, and puts Comstock to the strict proof of any allegation to this effect.

43. As events have shown, WRC Poles were in fact available. Whether the price of the WRC Poles was different than the price Comstock expected to pay is simply a part of the commercial risk Comstock assumed when it submitted its Tender and entered into the Agreement.

44. Ensuring the availability and pricing of all materials required for the completion of the Work, including the WRC Poles, was an essential component of Comstock's responsibility pursuant to the terms of the Contract Documents. At that time, as indicated above, Comstock represented (among other things) that it had more than sufficient expertise to successfully complete the Work on time and on budget.

45. Comstock was well aware of its contractual obligations. It cannot now assert that it was entitled to require that GLP modify its contract specifications because the cost of the required WRC Poles was higher than it anticipated (which is not admitted).

No *Force Majeure* Events

46. GLP also denies that any alleged difficulties surrounding the availability of WRC Poles, or any other materials required for the completion of the Work, constituted events of *Force Majeure* as defined in the Contract Documents.

47. The Contract Documents contained provisions which enable Comstock to seek changes to the Contract Schedule or Contract Price on the grounds of *Force Majeure*. The Contract Documents also contained provisions in the event of a dispute between Comstock and BBA regarding whether an event of *Force Majeure* had occurred. GLP states that Comstock failed to avail itself of these provisions on a timely basis or at all, and consequently, is now precluded from asserting that an event or events of *Force Majeure* have occurred.

No *Change in Law* Event

48. GLP denies that any of the events described in the Statement of Claim constitute a *Change of Law* within the meaning of the Contract Documents.

49. GLP adds that Comstock did not avail itself (on a timely basis or at all) of the provisions in the Contract Documents which would have enabled it to seek changes to the Contract Schedule or Contract Price on the grounds of *Change of Law*. Not having availed itself of those provisions on a timely basis, or at all, as it was contractually required to do, Comstock is now precluded from asserting that an event or events of *Change of Law* have occurred.

No Additional Work

50. GLP denies that Comstock was required, or asked, to perform any work outside the scope of the Agreement as described in the Fresh as Statement of Claim.

51. Any work which Comstock believed fell outside the scope of the Contract Documents would not be compensable unless a Change Order authorizing such work was first issued by BBA.

52. The Contract Documents contained provisions which enable Comstock to seek Change Orders from BBA with respect to items of work which it believed to be outside of the scope of the Agreement. The Contract Documents also contained provisions in the event of a dispute between Comstock and BBA regarding the issuance of a Change Order. GLP states that Comstock failed to avail itself of these provisions on a timely basis or at all, and is now precluded from seeking compensation for allegedly extra or out of scope work.

No Basis for Material Escalation Costs

53. GLP also denies that any costs or damages incurred by Comstock by reason of material escalation costs, including WRC Poles, steel and fuel, are compensable under the Contract Documents.

54. As stated above, the Contract Documents clearly provided that the entire cost of the Work was included in the Contract Price.

55. Comstock is not entitled to seek to recover these additional costs (the quantum of which is not admitted) from GLP.

Payment of Holdback and Extras

56. GLP states that all holdback monies have been paid to Comstock.

57. GLP further states that all properly documented extras agreed to have been paid.

58. GLP further denies that its deduction of Liquidated Damages from amounts otherwise payable to Comstock was in any way wrongful. GLP states that such deductions were proper and in accordance with the terms of the Contract Documents.

Comstock the author of its own misfortune

59. Any extra costs, delays or damages incurred by Comstock in the completion of Work (and particularly the Anjigami Line) are not compensable because they were included in the Contract Price or were entirely attributable to the manner in which Comstock chose to execute its contractual obligations, including:

(a) Comstock's failure to initiate procurement on a secure and timely basis;

(b) Comstock's failure to provide adequate management and site supervision, particularly during the initial stages of the Project;

(c) Comstock's failure to provide qualified personnel, particularly during the initial stages of the Project;

(d) Comstock's failure to properly assess site conditions, including the location of the centerline of the ROW;

(e) Comstock's decision to "spot" the transmission poles on the basis of a computer program, rather than on the basis of actual site conditions;

(f) Comstock's failure to properly schedule, sequence and coordinate various aspects of the Work;

(g) Comstock's failure to obtain proper equipment as well as necessary permits and approvals on a timely basis; and

(h) Comstock's failure to maintain adequate site safety procedures, particularly during the initial stages of the Project.

60. As a result of its poor execution, Comstock failed to meet the scheduled completion date for the Anjigami Line of November 22, 2004. In fact, the Anjigami Line was not completed until February 22, 2005, some three months after the scheduled Completion Date.

61. To the extent that Comstock was required to accelerate its work (which is not admitted), it did so in order to complete the Anjigami Line on February 22, 2005 and Comstock alone is responsible for any and all attendant costs, damages and expenses.

62. Comstock has also failed to provide reasonable and adequate particulars of its claim regarding the Sault line.

63. To the extent that Comstock incurred any extra costs, damages or expenses by reason of any acceleration of the Work on the Sault Line (which is not admitted), such costs, damages or expenses are entirely the result of the three month delay incurred by Comstock in connection with the completion of the Anjigami line, and are, therefore, Comstock's responsibility.

64. In the alternative, GLP denies that Comstock has sustained the damages alleged in the Fresh as Amended Statement of Claim, or at all, and puts Comstock to the strict proof thereof.

65. In the further alternative, any injuries or damages sustained by Comstock, which are not admitted but are specifically denied, were caused by the Comstock's own actions or omissions or by the actions or omissions of its subcontractors and suppliers.

66. GLP pleads and relies on the provisions of the *Negligence Act*, R.S.O. 1990, c. N.1.

67. GLP accordingly requests that this action be dismissed against it with costs.

August 5, 2008

OGILVY RENAULT LLP
Royal Bank Plaza, South Tower
3800 - 200 Bay Street
Toronto, Ontario M5J 2Z4

William W. McNamara LSUC#: 23153S
Allison Kuntz LSUC#: 49827H
Tel: (416) 216-4000
Fax: (416) 216-3930

Solicitors for the Defendants
Brookfield Power Corporation/Corporation Énergie
Brookfield and Great Lakes Power Inc.

TO:

McLAUCHLIN & ASSOCIATES
Barristers and Solicitors
155 University Avenue Suite 200
Toronto, ON M5H 3B7

W.A. McLauchlin
Andrew Gurlesky
Robert J. Kennaley

Tel: (416) 368-2555
Fax: (416) 368-2599

Solicitors for the Plaintiff, Comstock Canada Ltd.

AND TO: BLANEY McMURTRY LLP
Barristers and Solicitors
1500 – 2 Queen Street East
Toronto, ON M5C 3G5

David S. Wilson
Randy Kramer
Tel: (416) 593-3970
Fax: (416) 593-5437

Solicitors for the Defendant, Breton, Banville & Associes S.E.N.C.

COMSTOCK CANADA LTD
Plaintiff

and

BROOKFIELD POWER CORPORATION/CORPORATION ENERGIE BROOKFIELD, GREAT LAKES POWER LIMITED, BRETON, BANVILLE & ASSOCIES S.E.N.C. ET AL.
Defendants

Court File No: . 06-CV-310517 PD2

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

STATEMENT OF DEFENCE OF THE DEFENDANTS BROOKFIELD POWER CORPORATION/CORPORATION ENERGIE BROOKFIELD and GREAT LAKE POWER LIMITED

OGILVY RENAULT LLP
Suite 3800
Royal Bank Plaza, South Tower
200 Bay Street
P.O. Box 84
Toronto, Ontario M5J 2Z4

William W. McNamara LSUC#: 23153S
Allison Kuntz LSUC#: 49827H
Tel: (416) 216-4000
Fax: (416) 216-3930

Solicitors for the Defendants
Brookfield Power Corporation/Corporation Énergie Brookfield and Great Lakes Power Inc.

Court File No. 06-CV-310517 PD2

ONTARIO
SUPERIOR COURT OF JUSTICE

MASTER MUIR) MONDAY THE 28th DAY
)
) OF MAY, 2012

BETWEEN:

COMSTOCK CANADA LTD.

Plaintiff

- and -

BROOKFIELD POWER CORPORATION/CORPORATION ENERGIE BROOKFIELD, GREAT LAKES POWER LIMITED, BRETON, BANVILLE & ASSOCIES S.E.N.C.

Defendants

ORDER

THIS MOTION, made by the Plaintiff, Comstock Canada Ltd., for an Order as follows: exempting this action from the requirement to have a mediation scheduled prior to setting the action down for trial, granting the Plaintiff leave to set the action down for trial, forthwith, and permitting the parties hereto to defer the scheduling of the mediation of the action herein, to a date after the action has been set down for trial, was heard this day at the Court House at 393 University Avenue, Toronto, Ontario.

ON READING the Notice of Motion, filed, the Affidavit of Andrew Gurlesky, sworn April 2, 2012, and Exhibits attached thereto and the Consent of the parties by their respective lawyers, filed, and this Order being granted without prejudice to the Defendants' rights to conduct and complete examinations for discovery of the Plaintiff and bring any motions relating thereto:

1. **THIS COURT ORDERS** that the action herein is exempt from the requirement to have a mediation scheduled prior to setting the action down for trial.

2. **THIS COURT FURTHER ORDERS** that the Plaintiff is granted leave to set the action down for trial, forthwith.

3. **THIS COURT FURTHER ORDERS** that the parties are permitted to defer the scheduling of the mediation of the action herein, to a date after the action has been set down for trial.

4. **THIS COURT ORDERS** that a copy of this Order be served, by facsimile, upon the lawyers for Brookfield Power Corporation/Corporation Energie Brookfield, Great Lakes Power Limited, Breton, Banville & Associes S.E.N.C., forthwith after entry.

ENTERED AT / INSCRIT À TORONTO
ON / BOOK NO:
LE / DANS LE REGISTRE NO.:
MAY 28 2012
AS DOCUMENT NO.:
À TITRE DE DOCUMENT NO.:
PER / PAR:

MUIR M.

COMSTOCK CANADA LTD.
PLAINTIFF

v.

BROOKFIELD POWER CORPORATION et al.
DEFENDANT

Court File No. 06-CV-310517 PD2

ONTARIO
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

ORDER

McLauchlin & Associates
Barristers & Solicitors
200-155 University Avenue
Toronto, Ontario M5H 3B7

W. A. McLauchlin (LSUC #14890J)
Andrew Gurlesky (LSUC # 22742D)
Telephone: (416) 368-2555
Facsimile: (416) 368-2599

Lawyers for the Plaintiff,
Comstock Canada Ltd.

Court File No. 06-CV-310517 PD2

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

COMSTOCK CANADA LTD.

Plaintiff

- and -

BROOKFIELD POWER CORPORATION/CORPORATION ENERGIE BROOKFIELD, GREAT LAKES POWER LIMITED, BRETON, BANVILLE & ASSOCIES S.E.N.C.

Defendants

REPLY TO THE STATEMENT OF DEFENCE OF THE DEFENDANT BRETON, BANVILLE & ASSOCIES S.E.N.C.

1. The Plaintiff, repeats and relies on the allegations contained in its Statement of Claim.

2. Except as may be specifically hereinafter admitted or admitted in the Statement of Claim, the Plaintiff denies the allegations contained in the Statement of Defence.

3. In response to the various allegations asserted by the Defendant Breton Banville & Associes S.E.N.C. ("BBA") in its Statement of Defence, the Plaintiff states:

a) all its work was performed in a good and workmanlike manner, in accordance with generally accepted construction standards and met or exceeded its contractual obligations to the extent permitted by the information, directions and approvals provided by the Defendants or on their behalf;

b) all the Plaintiff's work was performed with the authorization, consent and approval of the Defendants, or their employees, agents and consultants, for whom in law they are responsible;

c) the Plaintiff pleads and relies on the full and complete terms and provisions of the Design-Build Contract as amended or varied, for their full meaning and effect;

d) the Design-Build Contract and the provisions, terms and conditions therein were drafted by or on behalf of the Defendants and their agents and as such, any ambiguity, contradiction or error therein should be interpreted against the Defendants in accordance with the principle of *contra proferentem*.

4. In relation to the allegations in paragraphs 32, 33, 34, 35, 36 and 37 of the Statement of Defence, the Plaintiff states that in fact it complied with and followed all applicable provisions relating to the claims made by the Plaintiff in this action,

including those relating to requests for change orders, changes in work, changes in schedule, delays, and extra work, *force majeure* and claims for additional compensation, and gave all required notices in relation to its claims and requests in accordance and in compliance with any applicable requirements of the Design-Build Contract.

5. In the alternative, the Plaintiff states that it gave and the Defendants received actual, constructive or implied notice of its claims and requests and the substance of those claims and requests. The Plaintiff further states that the Defendants knew and at all material times were aware of the circumstances giving rise to the claims and requests of the Plaintiff. The Plaintiff also states that the Defendants by their conduct, as set out herein and in the Statement of Claim, caused or were responsible for the events and circumstances giving rise to the claims and requests made by the Plaintiff, and expressly or impliedly authorized and benefited from the changes, extra work and additional cost and expense giving rise to the claims and requests made by the Plaintiff in this action.

6. In the circumstances the Defendants had sufficient knowledge of the relevant events and their impacts and financial consequences, so as to appreciate the existence of the events giving rise to the Plaintiff's claims and the Plaintiff's intention to claim and request change orders, extensions and additional costs in relation thereto.

7. The Plaintiff further states that it reported promptly to the Defendants the events and circumstances giving rise to the changes in the work, extra work, and delays giving rise to the Plaintiff's claims, as they became known to and appreciated by the Plaintiff.

8. In the further alternative, the Plaintiff states that during the course of the project, the formal approval and notice requirements alleged by the Defendant BBA were expressly or impliedly varied, waived or replaced with more informal requirements, including verbal instructions and authorizations or other informal notice procedures relied upon by the Plaintiff, accepted by the Defendants and which procedures were to the benefit of the Defendants.

9. In the further alternative the Plaintiff states that the Defendants' refusal and rejection of the Plaintiff's formal and informal notices of and requests for change orders or authorizations, additional compensation, and extensions due to delay in many circumstances made clear that any such further claims or requests even if made by the Plaintiff would be rejected and therefore would amount to futile acts.

10. The Plaintiff therefore states that in the circumstances and due to the conduct of the Defendants, the Defendants have waived or are estopped from relying on the alleged failures, if any, of the Plaintiff to comply with the provisions and procedures

of the Design-Build Contract as alleged in paragraphs 32, 33, 34, 35, 36 and 37 of the Statement of Defence of BBA.

11. The Plaintiff states that in any event the Defendants have suffered no prejudice or harm by the alleged failure of the Plaintiffs, if any, as pleaded in paragraphs 32, 33, 34, 35, 36, and 37 of the Statement of Defence and to the extent that the Defendants did suffer any prejudice, they themselves were responsible for same by failing to take reasonable or any steps to protect or mitigate their own position in relation to the events giving rise to the Plaintiff's claims.

12. In relation to the allegations contained in paragraph 10 of the Statement of Defence, the Plaintiff states that the duty of care owed by the Defendant BBA to the Plaintiff extended beyond the terms of the contract between BBA and GLP, and included a duty of care to the Plaintiff arising out its role as consultant on the project under the Design-Build Contract, including the duty of impartiality, the duty to act in a fair and unbiased manner and to take reasonable care in the performance of its work and services in relation to the project so as not to cause damage to the Plaintiff. The Plaintiff in the Statement of Claim has stated that the Defendant BBA negligently and in breach of its obligations to the Plaintiff failed to meet that duty of care and that the Plaintiff did suffer damage as a result.

January 16, 2009

McLauchlin & Associates
Barristers & Solicitors
200-155 University Avenue
Toronto, Ontario M5H 3B7

W. A. McLauchlin (LSUC # 14890J)
Andrew Gurlesky (LSUC # 22742D)
Tel: (416) 368-2555
Fax: (416) 368-2599

Lawyers for the Plaintiff

TO: **BLANEY MCMURTRY LLP**
Barristers and Solicitors
1500 – 2 Queen Street East
Toronto, Ontario M5C 3G5

David S. Wilson (LSUC # 20124W)
Tel: (416) 593-3970
Fax: (416) 593-5437
Randy Kramer (LSUC # 51717L)
Tel: (416) 596-2882
Fax: (416) 593-5437

Lawyers for the Defendant,
Breton, Banville & Associes S.E.N.C.

AND TO: **OGILVY RENAULT LLP**
Royal Bank Plaza, South Tower
3800 – 200 Bay Street
Toronto, Ontario M5J 2Z4

William McNamara (LSUC # 23153S)
Allison Kuntz (LSUC # 49827H)
Tel: (416) 216-4000
Fax: (416) 216-3930

Lawyers for the Defendants,
Brookfield Power Corporation/ Corporation Energie
Brookfield and Great Lakes Power Limited

COMSTOCK CANADA LTD.
PLAINTIFF

v.

BROOKFIELD POWER CORPORATION, et al.
DEFENDANTS

Court file no. 06-CV-310517 PD2

ONTARIO
SUPERIOR COURT OF JUSTICE
Proceeding commenced at TORONTO

REPLY TO THE DEFENCE OF THE DEFENDANT BRETON, BANVILLE & ASSOCIES S.E.N.C.

McLauchlin & Associates
Barristers & Solicitors
155 University Avenue
Suite 200
Toronto, Ontario M5H 3B7

W. A. McLauchlin (LSUC # 14890J)
Andrew Gurlesky (LSUC # 22742D)
Tel.: (416) 368-2555
Fax: (416) 368-2599

Lawyers for the Plaintiff

Court File No. 06-CV-310517 PD2

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

COMSTOCK CANADA LTD.

Plaintiff

- and -

BROOKFIELD POWER CORPORATION/CORPORATION ENERGIE BROOKFIELD, GREAT LAKES POWER LIMITED, BRETON, BANVILLE & ASSOCIES S.E.N.C.

Defendants

REPLY TO THE STATEMENT OF DEFENCE OF THE DEFENDANTS BROOKFIELD POWER CORPORATION/CORPORATION ENERGIE BROOKFIELD and GREAT LAKES POWER LIMITED

1. The Plaintiff, repeats and relies on the allegations contained in its Statement of Claim.

2. Except as may be specifically hereinafter admitted or admitted in the Statement of Claim, the Plaintiff denies the allegations contained in the Statement of Defence.

3. In response to the various allegations asserted by these Defendants in their Statement of Defence, the Plaintiff states that:

a) all its work was performed in a good and workmanlike manner, in accordance with generally accepted construction standards and met or exceeded its contractual obligations to the extent permitted by the information, directions and approvals provided by the Defendants or on their behalf;

b) all the Plaintiff's work was performed with the authorization, consent and approval of the Defendants, or their employees, agents and consultants, for whom in law they are responsible;

c) the Plaintiff pleads and relies on the full and complete terms and provisions of the Design-Build Contract as amended or varied, for their full meaning and effect;

d) the Design-Build Contract and the provisions, terms and conditions therein were drafted by or on behalf of the Defendants and their agents and as such, any ambiguity, contradiction or error therein should be interpreted against the Defendants in accordance with the principle of *contra proferentem*.

4. In relation to the allegations in paragraphs 47, 49, 52 and 62 of the Statement of Defence, the Plaintiff states that in fact it complied with and followed all applicable provisions relating to the claims made by the Plaintiff in this action, including those

relating to requests for change orders, changes in work, changes in schedule, delays, and extra work, *force majeure* and claims for additional compensation, and gave all required notices in relation to its claims and requests in accordance and in compliance with any applicable requirements of the Design-Build Contract.

5. In the alternative, the Plaintiff states that it gave and the Defendants received actual, constructive or implied notice of its claims and requests and the substance of those claims and requests. The Plaintiff further states that the Defendants knew and at all material times were aware of the circumstances giving rise to the claims and requests of the Plaintiff. The Plaintiff also states that the Defendants by their conduct, as set out herein and in the Statement of Claim, caused or were responsible for the events and circumstances giving rise to the claims and requests made by the Plaintiff, and expressly or impliedly authorized and benefited from the changes, extra work and additional cost and expense giving rise to the claims and requests made by the Plaintiff in this action.

6. In the circumstances the Defendants had sufficient knowledge of the relevant events and their impacts and financial consequences, so as to appreciate the existence of the events giving rise to the Plaintiff's claims and the Plaintiff's intention to claim and request change orders, extensions and additional costs in relation thereto.

7. The Plaintiff further states that it reported promptly to the Defendants the events and circumstances giving rise to the changes in the work, extra work, and delays giving rise to the Plaintiff's claims, as they became known to and appreciated by the Plaintiff.

8. In the further alternative, the Plaintiff states that during the course of the project, the formal approval and notice requirements alleged by the Defendants were expressly or impliedly varied, waived or replaced with more informal requirements, including verbal instructions and authorizations or other informal notice procedures relied upon by the Plaintiff, accepted by the Defendants and which procedures were to the benefit of the Defendants.

9. In the further alternative the Plaintiff states that the Defendants' refusal and rejection of the Plaintiff's formal and informal notices of and requests for change orders or authorizations, additional compensation, and extensions due to delay in many circumstances made clear that any such further claims or requests even if made by the Plaintiff would be rejected and therefore would amount to futile acts.

10. The Plaintiff therefore states that in the circumstances and due to the conduct of the Defendants, the Defendants have waived or are estopped from relying on the alleged failures, if any, of the Plaintiff to comply with the provisions and procedures

of the Design-Build Contract as alleged in paragraphs 47, 49, 52 and 62 of the Statement of Defence.

11. The Plaintiff states that in any event the Defendants have suffered no prejudice or harm by the alleged failure of the Plaintiffs, if any, as pleaded in paragraphs 47, 49, 52 and 62 of the Statement of Defence and to the extent that the Defendants did suffer any prejudice, they themselves were responsible for same by failing to take reasonable or any steps to protect or mitigate their own position in relation to the events giving rise to the Plaintiff's claims.

January 16, 2009

McLauchlin & Associates
Barristers & Solicitors
200-155 University Avenue
Toronto, Ontario M5H 3B7

W. A. McLauchlin (LSUC# 14890J)
Andrew Gurlesky (LSUC# 22742D)
Tel: (416) 368-2555
Fax: (416) 368-2599

Lawyers for the Plaintiff

TO: **OGILVY RENAULT LLP**
Royal Bank Plaza, South Tower
3800 – 200 Bay Street
Toronto, Ontario M5J 2Z4

William McNamara (LSUC # 23153S)
Allison Kuntz (LSUC # 49827H)
Tel: (416) 216-4000
Fax: (416) 216-3930

Lawyers for the Defendants,
Brookfield Power Corporation/Corporation Energie
Brookfield and Great Lakes Power Limited

AND TO: **BLANEY MCMURTRY LLP**
Barristers and Solicitors
1500 – 2 Queen Street East
Toronto, Ontario M5C 3G5

David S. Wilson (LSUC # 20124W)
Tel: (416) 593-3970
Fax: (416) 593-5437

Randy Kramer (LSUC # 51717L)
Tel: (416) 596-2882
Fax: (416) 593-5437

Lawyers for the Defendant,
Breton, Banville & Associes S.E.N.C.

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PLAINTIFF

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REPLY TO THE DEFENCE OF THE DEFENDANTS BROOKFIELD POWER CORPORATION/ CORPORATION ENERGIE BROOKFIELD and GREAT LAKES POWER LIMITED

McLauchlin & Associates
Barristers & Solicitors
155 University Avenue
Suite 200
Toronto, Ontario M5H 3B7

W. A. McLauchlin (LSUC # 14890J)
Andrew Gurlesky (LSUC # 22742D)
Tel.: (416) 368-2555
Fax: (416) 368-2599

Lawyers for the Plaintiff

Court File No. 06-CV-310517 PD2

ONTARIO
SUPERIOR COURT OF JUSTICE

B E T W E E N:

COMSTOCK CANADA LTD.

Plaintiff

- and -

BROOKFIELD POWER CORPORATION/CORPORATION ENERGIE BROOKFIELD, GREAT LAKES POWER LIMITED, BRETON, BANVILLE & ASSOCIES S.E.N.C., 6331475 CANADA INC., 6331467 CANADA INC., 3996956 CANADA INC., 3552349 CANADA INC., LES PLACEMENTS BRISSON-JONCAS INC., 2975602 CANADA INC., 3255476 CANADA INC., LES PLACEMENTS BRETON ET DION INC., 2975670 CANADA INC., 3697681 CANADA INC., 4134362 CANADA INC., 4134257 CANADA INC., 2975637 CANADA INC., 3467066 CANADA INC., 4134273 CANADA INC., 3467040 CANADA INC., 4134265 CANADA INC., 4241681 CANADA INC., 4205413 CANADA INC., 3632423 CANADA INC., 2975629 CANADA INC., 3552357 CANADA INC., 4205405 CANADA INC., 3255468 CANADA INC., 4205421 CANADA INC., 4241673 CANADA INC., 3559084 CANADA INC., 3255450 CANADA INC., 3552365 CANADA INC., LES PLACEMENTS BANVILLE-DUBÉ LTÉE, 3856364 CANADA INC., 3467031 CANADA INC., 2975611 CANADA INC., 3364402 CANADA INC., 3856348 CANADA INC., 2975661 CANADA INC., 3697690 CANADA INC., 3997073 CANADA INC., 3856381 CANADA INC., 2975653 CANADA INC., 3459322 CANADA INC., 3997065 CANADA INC., 3459314 CANADA INC., 3996964 CANADA INC., PATRICIA BOOD, BASIL L. CARRUTHERS, COLIN L. CLARK, LAURENT CUSSON, HARRY A. GOLDGUT, EDWARD C. KRESS, RICHARD L. LEGAULT, DONALD TREMBLAY, ALEX G. BALOGH, GILLES LAROCQUE, BRIAN LAWSON, SIDNEY LINDSAY, and RICHARD M. DROUIN

Defendants

NOTICE OF DISCONTINUANCE

The plaintiff, Comstock Canada Ltd., wholly discontinues this action, without costs, as against the defendants, Patricia Bood, Basil L. Carruthers, Colin L. Clark, Laurent

Cusson, Harry A. Goldgut, Edward C. Kress, Richard L. Legault, Donald Tremblay, Alex G. Balogh, Gilles Larocque, Brian Lawson, Sidney Lindsay and Richard M. Drouin.

Date June 13, 2006.

OSLER, HOSKIN & HARCOURT LLP
P.O. Box 50
1 First Canadian Place
Toronto, ON M5X 1B8

Harvey J. Kirsh LSUC No. 13626N
(416) 862-6844
(416) 862-6666 (fax)

Yanir Karov LSUC No. 490450
(416) 862-5936
(416) 862-6666 (Fax)

Solicitors for the Plaintiff.

TO: Ogilvy Renault
Suite 3800
Royal Bank Plaza
South Tower
200 Bay Street
Toronto, Ontario M5J 2Z4

William McNamara, Esq.
Tel: (416) 216-4000
Fax: (416) 216-3930

Solicitors for the Defendants, Brookfield Power Corporation/Corporation Energie Brookfield and Great Lakes Power Limited

NOTE: If there is a counterclaim, the defendant should consider rule 23.02, under which the counterclaim may be deemed to be discontinued.

NOTE: If there is a crossclaim or third party claim, the defendant should consider rule 23.03, under which the crossclaim or third party claim may be deemed to be dismissed.

COMSTOCK CANADA LTD.
Plaintiff

and

BROOKFIELD POWER CORPORATION
ET AL
Defendants

Court File No: 06-CV-310517 PD2

Ontario
SUPERIOR COURT OF JUSTICE

Proceeding commenced at Toronto

NOTICE OF DISCONTINUANCE

Osler, Hoskin & Harcourt LLP
Box 50, 1 First Canadian Place
Toronto, Ontario, Canada M5X 1B8

Harvey J. Kirsh LSUC# 13626N
Tel: (416) 862-6844
Fax: 416.862.6666

Yanir Karov LSCU# 490450
Tel: (416) 862-5936
Fax: (416) 862-6666

Solicitors for the Plaintiff.

Exhibit 10, Tab 4, Schedule 1

Responses to VECC Interrogatories

GLPT's Responses to VECC's IR's in EB-2012-0300

September 21, 2012

Interrogatory 1

Reference: Exhibit 1, Tab 2, Schedule 1, page 3, and footnote1

Preamble: The referenced page states that "*GLPT then used the 2012 OM&A re-allocation as the baseline for its 2013 and 2014 budgets. GLPT applied to this baseline an inflation factor of 3.1%, which is based on the rate used in GLPT's collective agreement (attached at Exhibit 4, Tab 2, Schedule 3, Appendix B) and equal to the percentage change in all-items CPI for Ontario1 for the twelve months ending December 31, 2011.*"

Questions

a) Please confirm that the Statistics Canada table referenced in the footnote shows that the All-items Ontario CPI was 110.8 in 2007 and 120.1 in 2011.

Response

Confirmed.

b) Please confirm that an increase from 110.8 in 2007 to 120.1 in 2011 would occur if the annual increase in the CPI were 2.035% in each year (i.e., compounded).

Response

Confirmed.

c) Please confirm that the year-over-year increase of 3.1% in 2011 over 2010 shown in the Statistics Canada table is the highest year-over-year percentage increase for the period 2007-2011 inclusive.

Response

Confirmed.

d) Please explain why the Ontario CPI <u>for All-items</u> is an appropriate basis on which to project cost escalation for a transmission utility.

Response

As noted on page 2 of Exhibit 4, Tab 2, Schedule 2 of GLPT's Application, and as further clarified in GLPT's response to Energy Probe interrogatory 1(a), over 95% of GLPT's OM&A expenditures occur because of third party contracts, materials and supplies as well as internal labour, all of which are subject to either inflation or wage and benefit changes.

Therefore, as described in Exhibit 1, Tab 2, Schedule 2, GLPT's approach to budgeting its 2013 and 2014 OM&A was to establish a baseline cost and subsequently apply an inflation factor to the entire OM&A budget, since over 95% of the costs are subject to inflationary increases.

GLPT elected to use the Ontario CPI for all-items as the inflation factor as it is the rate that is used in the collective agreement. GLPT believes the collective agreement rate is an appropriate rate, as a significant portion of its costs are driven by labour and benefits (both union and non-union).

e) Please provide the percentages of GLPT's 2013 and GLPT's 2014 total OM&A costs that will be escalated under the provisions of the collective agreement.

Response

	2013 Test Year	2014 Test Year
Union OM&A	$2,784.7	$2,992.2
Total OM&A	$10,715.7	$11,173.4
% of Total OM&A under Provisions of Collective Agreement	26.0%	26.8%

f) Please provide the % increases allowed for 2013 and 2014 under the collective agreement.

Response

Please refer to GLPT's response to SEC Interrogatory 11.

g) Please explain why the other components of OM&A – i.e., the OM&A costs not subject to escalation under the collective agreement – for example materials, services provided to GLPT that are not covered by the collective agreement, supplies, third-party contracts, etc., are expected to escalate at the rate of 3.1%.

Response

As noted in the response to part (d) of this question, and the response to Energy Probe interrogatory 1(a), GLPT's approach to budgeting its 2013 and 2014 OM&A was to establish a baseline cost and subsequently apply an inflation factor

to the entire OM&A budget, since over 95% of the costs are subject to inflationary increases. GLPT elected to use the Ontario CPI for all-items as the inflation factor as it is the rate that is used in the collective agreement. GLPT believes the collective agreement rate is an appropriate proxy for the correct inflation rate, as a significant portion of its costs are driven by labour and benefits.

h) With respect to any and all existing contracts with third parties that will be in effect for 2013 or 2014, please provide a list of all such contracts, identify which ones have an inflationary adjustment, and provide details of the inflationary adjustment.

Response

Please see GLPT's response to Energy Probe interrogatory 1(a).

Interrogatory 2

Reference: Exhibit 2, Tab 1, Schedule 1, pages 4-6 and page 14

Questions

a) Please provide an update with respect to the Algoma Lines Wood Structures Replacements Project and include the actual amount spent in 2012 on a year-to-date basis.

Response

The project is complete for 2012, and the actual amount spent and capitalized in 2012 was $1,345,400.

b) Please explain why GLPT did not foresee the need to start this project in 2012 at its last revenue requirement filing.

Response

GLPTs plan was to implement a structure replacement program in 2013. After assessment of the structures in 2009, GLPT did not believe at the time of filing the rate application EB-2010-0291 that the structures needed replacement within the 2011/12 test years. Upon commencement of the Third Line Redevelopment project, further visual assessment was performed resulting in a decision to replace additional structures due to concerns with structural integrity of the existing poles. For further detail, see GLPT's response to SEC interrogatory 6.

Interrogatory 3

Reference: Exhibit 2, Tab 4, Schedule 1, page 2, Tables 2-4-1 B and 2-4-1 C

a) Please provide the corresponding working capital calculation summary tables underpinning the previous application for 2011 and 2012 and provide a rationale for any significant changes in the current application.

Response

Description	2011 Amounts $s	Revenue Lag Time Days	Expense Lead Time Days	Net Lag Days	Working Capital Factor	Working Capital Requirements $s	(Less) GST/HST	Net Working Capital Requirements $s
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
Payroll and Benefits	5,931,713	35.84	15.94	19.90	5.45%	323,371		
Rents and Leases	661,273	35.84	45.35	(9.51)	-2.61%	(17,237)		
Office Supplies	174,993	35.84	20.98	14.86	4.07%	7,124		
Outside Services	2,079,309	35.84	32.42	3.42	0.94%	19,458		
Property Insurance	216,788	35.84	(156.17)	192.01	52.61%	114,042		
Regulatory Expenses	160,925	35.84	(70.67)	106.50	29.18%	46,957		
Property Taxes	264,655	35.84	(107.41)	143.25	39.25%	103,866		
Total	9,489,655	35.84				597,581	(226,448)	**371,133**

Description	2012 Amounts $s	Revenue Lag Time Days	Expense Lead Time Days	Net Lag Days	Working Capital Factor	Working Capital Requirements $s	(Less) GST/HST	Net Working Capital Requirements $s
(A)	(B)	(C)	(D)	(E)	(F)	(G)	(H)	(I)
Payroll and Benefits	6,080,006	35.84	15.94	19.90	5.44%	330,550		
Rents and Leases	677,804	35.84	45.35	(9.51)	-2.60%	(17,619)		
Office Supplies	179,368	35.84	20.98	14.86	4.06%	7,283		
Outside Services	2,131,292	35.84	32.42	3.42	0.93%	19,890		
Property Insurance	222,207	35.84	(156.17)	192.01	52.46%	116,573		
Regulatory Expenses	164,948	35.84	(70.67)	106.50	29.10%	47,999		
Property Taxes	271,271	35.84	(107.41)	143.25	39.14%	106,172		
Total	9,726,896	35.84				610,847	(347,048)	**263,799**

There is no change in methodology used in calculating the working capital requirements – GLPT simply updated the input information to reflect budgeted 2013 and 2014 figures.

The most significant numerical change in the tables is the GST/HST working capital. The difference is a result of the decrease in the level of investment in 2013 and 2014, which is largely attributable to completion of the Third Line TS 115 kV Redevelopment Project.

Interrogatory 4

Reference: Exhibit 2, Tab 1, Schedule 2, page 1, Table 2-1-2 A – Capital Expenditures

Questions

a) Is the actual 2012 capital expenditure on track with the 2012 forecast at this point?

Response

Yes.

b) Please provide the most recent, available 2012 year-to-date actual capital expenditures along with the actual 2011 capital expenditures over the same period in 2011. For example, if the most recent, available actual 2012 capital expenditures are for the period January-July 2012, please provide the actual 2011 January-July capital expenditures.

Response

GLPT's Capital Expenditures are $8.0M year-to-date at August 31, 2012.
GLPT's Capital Expenditures were $9.1M for year-to-date at August 31, 2011.

Interrogatory 5

Reference: Exhibit 3, Tab 1, Schedule 2, page 1, Table 3-1-2 A – Summary of Other Income

Questions

a) Please provide separately the 2012 actual year-to-date Revenues from Merchandising, Jobbing, Etc., and the Expenses of Merchandising, Jobbing, Etc.

Response

($000's) USofA	Description	2012 YTD Aug 31
4210	Net Rent from Electric Property	(13.8)
4325	Revenues from Merchandising, Jobbing, Etc.	(80.0)
4330	Expenses of Merchandising, Jobbing, Etc.	80.4
4355	Gain on Disposition of Utility and Other Property	-
4360	Loss on Disposition of Utility and Other Property	-
4405	Interest and Dividend Income	-
	Carrying charges	-
	Interest on bank balance	(14.0)
	Total Other Income	**($27.4)**

b) Please provide separately the 2011 actual year-to-date Revenues from Merchandising, Jobbing, Etc., and the Expenses of Merchandising, Jobbing, Etc. corresponding to the same period in 2011 as was used for 2012 in the previous part a).

Response

($000's) USofA	Description	2011 YTD Aug 31
4210	Net Rent from Electric Property	(13.8)
4325	Revenues from Merchandising, Jobbing, Etc.	(110.0)
4330	Expenses of Merchandising, Jobbing, Etc.	95.9
4355	Gain on Disposition of Utility and Other Property	-
4360	Loss on Disposition of Utility and Other Property	-
4405	Interest and Dividend Income	-
	Carrying charges	-
	Interest on bank balance	(19.6)
	Total Other Income	**($47.5)**

Interrogatory 6

Reference: Exhibit 1, Tab 2, Schedule 4

Questions

a) Please provide the most recent, available 2012 year-to-date actual OM&A expenses along with the actual 2011 OM&A spent over the same period in 2011. For example, if the most recent, available actual 2012 OM&A is for the period January-July 2012, please provide the actual 2011 January-July OM&A.

Response

($000's)	2012 YTD Aug 31	2011 YTD Aug 31
Operation, Maintenance & Admin.	6,271.1	5,998.1

b) Please provide the most recent, available 2012 year-to-date actual Revenue from Other Sources along with the actual 2011 Revenue from Other Sources over the same period in 2011. For example, if the most recent, available actual 2012 Revenue from Other Sources is for the period January-July 2012, please provide the actual 2011 January-July Revenue from Other Sources.

Response

Please see the response to VECC interrogatory 5 (a) and (b). Revenue from Other Sources is the same as Revenues from Merchandising, Jobbing, Etc., and the Expenses of Merchandising, Jobbing, etc.

Interrogatory 7

Reference: Exhibit 1, Tab 2, Schedule 7

Question

a) Please provide the sensitivity of the 2013 and 2014 revenue requirements to a 1% decrease in OM&A costs.

Response

A 1% decrease in OM&A costs would decrease 2013 revenue requirement by approximately $107,200, or 0.27%, and would decrease 2014 revenue requirement by approximately $111,700, or 0.28%.

Interrogatory 8

Reference: Exhibit 4, Tab 2, Schedule 1, Appendix B, 1QC Operation Cost Analysis

Questions[1]

a) On page 1 of this report, it states that it had to allocate A&G expenses "for just transmission lines & substations." The allocator used was "(transmission O&M expense/(transmission + distribution + customer service expense))*total A&G expense = transmission portion of A&G expense." Do the expenses in the denominator of the left hand side of the equation, i.e., (transmission + distribution + customer service expense), correspond to transmission O&M expenses plus distribution O&M expenses and customer service O&M expenses?

Response

Yes.

b) Does 1QC have any empirical or theoretical basis for assuming that the allocator referred to in part a) is a reasonable allocator?

Response

Yes, the 1QC team performed an analysis to test the basis during 2005, when they worked for another consulting firm. The team members were convinced by that analysis that the allocation of A&G costs across transmission, distribution, and customer service functions reasonably accurately followed the O&M spending in those areas. It is representative of the way in which most utilities allocate their administrative costs. Subsequent, briefer comparisons on other occasions have confirmed the allocations.

c) Please set out the reasons, theoretical and empirical, why comparisons based on OM&A per gross asset is of practical use.

Response

The goal is to have a benchmark of spending with which to compare utilities. Comparing simply the OM&A would be essentially comparing the sizes of utilities, rather than their performance. By normalizing, the comparisons become meaningful. Normalizing factors could be assets, customers, km of line, kwh transmitted, or perhaps others. Empirical analysis over a span of years has shown that, for Transmission OM&A, the best predictor is the asset value. Gross asset value is slightly superior to net asset value as a predictor.

[1] In preparing the responses to VECC interrogatory 8, GLPT has consulted with First Quartile Consulting.

Please refer to the response to VECC interrogatory 8(b) for additional information.

d) Please explain why the panel of companies used as comparators was thought to be appropriate comparators for GLPT.

Response

An ideal panel would contain companies of the same size, design, service territory demographics, weather patterns, vegetation density, etc. as the subject company. The comparison panel of companies was selected based on similarities on several of those variables. Naturally no comparator will be identical to GLPT, so the goal was to find ones with several of the demographics that are similar. The net result is a group of companies with some similarities that are reasonable comparators, and collectively, the group is a reasonable comparison panel.

e) Referring to page 1, did 1QC use data from <u>all</u> "companies who have provided that data during detailed annual benchmark studies of North American transmission utilities as a basis for comparison against GLPT, augmented by information filed by the companies with FERC" or did 1QC only select a subset of these companies: if the latter, please explain.

Response

Some of the companies in the annual 1QC benchmark study are distribution-only providers, and were removed for this study, since it is focused on a transmission provider. A couple of companies only provided data for the current year, and were removed, since multi-year data was necessary for this study. One company was excluded because of an agreement that their data would not be used in regulatory proceedings for other utilities.

f) From Appendix B to the 1QC report, it appears that there were 11 US comparator entities. Please explain why the regression results shown on pages 6 and 7 show more than 12 data points?

Response

The broader panel of companies in Appendix B is one of a number of datasets 1QC has used in verifying the best normalizing factor for use in studies like this one. This happened to be the most recent large-scale study done by 1QC using publicly available data.

g) Please explain why no Canadian transmitters were included in the comparator panel.

Response

Only one Canadian transmitter provided the requisite data to be included in the study (multiple years of complete transmission data) and they did so under an agreement that their data would not be used in a regulatory proceeding other than one of their own.

h) Were any operating costs analyses done using the same comparator group used by Navigant in its report at Exhibit 4, Tab 2, Schedule 4, Appendix B, page 8?

Response

Due to confidentiality of companies that provide information to 1QC, GLPT is not specifically aware if the companies used by Navigant are also used by 1QC. However given the demographic information supplied in the 1QC benchmarking report located in Exhibit 4, Tab2, Schedule 1, Appendix B it does not appear that the companies used by Navigant are included in the 1QC benchmarking report.

i) Are any other analyses using the comparator panel available, e.g., comparing OM&A costs per FTE?

Response

All information or analysis using the comparator panel has been provided.

Interrogatory 9

Reference: Exhibit 4, Tab 2, Schedule 1, Appendix C, Table 1 – 2013 Test Year and 2014 Test Year Regulatory Costs

Questions

a) Please explain why GLPT expects the OEB Annual Assessment costs to increase by 3.1% in 2014 over 2013.

Response

As indicated in GLPT's response to VECC interrogatory 1(g), GLPT applied an inflation factor to its entire OM&A baseline (for the rationale, see the response to Energy Probe interrogatory 1(a)). The inflation factor used was 3.1%.

GLPT believes that OEB Annual Assessment costs are subject to inflation in the same fashion as other costs that GLPT incurs.

b) Please augment the referenced table by adding in the 2011 and 2012 forecast (per application) and actual 2011 costs and projected 2012 costs for each regulatory cost category.

Response

GLPT has provided the requested information in the table below.

Regulatory Cost Category	Test Year 2013 Forecast	Test Year 2014 Forecast	% Change in Test Year vs. Bridge Year	Test Year 2011	Test Year 2012	2011 Actual	2012 Forecast
1. OEB Annual Assessment	$113,735	$117,261	3.1%	$107,625	$110,316	$106,416	$110,315
2. OEB Hearing Assessments (applicant initiated)	$0	$0	n/a	$0	$0	$26,258	$0
3. OEB Section 30 Costs (OEB initiated)	$0	$0	n/a	$0	$0	$252	$0
4. Expert Witness cost for regulatory matters	$0	$0	n/a	$0	$0	$0	$0
5. Legal costs for regulatory matters	$69,850	$175,115	150.7%	$240,000	$180,000	$81,486	$177,750
6. Consultant costs for regulatory matters	$25,775	$26,574	3.1%	$20,000	$20,000	$0	$20,000
7. Operating expenses associated with staff resources allocated to regulatory matters ***	n/a	n/a	n/a	n/a	n/a	n/a	n/a
8. Operating expenses associated with other resources allocated to regulatory mattters ***	n/a	n/a	n/a	n/a	n/a	n/a	n/a
9. Other regulatory agency fees or assessments - **Canadian Electricity Association**	$56,326	$58,072	3.1%	$53,300	$54,633	$54,600	$54,633
10. Any other costs for regulatory matters	n/a	n/a	n/a	n/a	n/a	n/a	n/a
11. Intervenor Costs	$25,775	$26,574	3.1%	$40,000	$0	$23,454	$20,000

c) Please explain how the 2013 and 2014 costs for legal costs, consultant costs, and intervenor costs were forecasted.

Response

GLPT forecasted its legal, consultant and intervenor costs based primarily on forecasted rate application timing and historical trends.

d) Please explain why GLPT expects consultant costs to increase by 3.1% in 2014.

Response

As indicated in GLPT's response to Energy Probe interrogatory 1(a) and VECC interrogatory 1(g), GLPT applied an inflation factor to its entire OM&A baseline. The inflation factor used was 3.1%.

GLPT believes that consultant costs are subject to inflation in the same fashion as other costs that GLPT incurs because there are inputs into consulting costs that are also subject to inflation.

e) Please explain why GLPT expects other regulatory agency fees to increase by 3.1% in 2014.

Response

As indicated in GLPT's response to VECC interrogatory 1(g), GLPT applied an inflation factor to its entire OM&A baseline. The inflation factor used was 3.1%.

GLPT believes that other regulatory fees are subject to inflation in the same fashion as other costs that GLPT incurs because there are inputs into regulatory fees that are also subject to inflation.

f) Please explain why GLPT expects intervener costs to increase by 3.1% in 2014.

Response

As indicated in GLPT's response to VECC interrogatory 1(g), GLPT applied an inflation factor to its entire OM&A baseline. The inflation factor used was 3.1%.

GLPT believes that intervenor costs are subject to inflation in the same fashion as other costs that GLPT incurs because there are inputs into intervenor costs that are also subject to inflation.

Interrogatory 10

Reference: Exhibit 4, Tab 2, Schedule 2, page 23, lines 7-8, and Exhibit 4, Tab 2, Schedule 4, Appendix B (Navigant Report), page 6, Table 3 and page 7.

Question

a) Please reconcile the figures provided on the first referenced page ($469,717 and $484,278) with the figures shown in the Navigant Report.

Response

	2013		2014
Shared Corporate Costs (per table 3 of Navigant Report)	$ 203,558		$ 209,868
Fixed Executive Oversight (per section 4 of Navigant Report)	148,571		153,176
Variable Executive Oversight (per section 4 of Navigant Report)	117,589		121,234
	$ 469,718	*	**$ 484,278**

* Variance due to rounding in calculations

Exhibit 10, Tab 5, Schedule 1

Responses to Energy Probe Interrogatories

GLPT's Responses to Energy Probe IR's in EB-2012-0300

September 21, 2012

Interrogatory 1

Reference: Exhibit 1, Tab 2, Schedule1, Page 3 &
Exhibit 1, Tab 2, Schedule 4, Page 1, Table 1-2-4 A

GLPT claims that the 2013 and 2014 Revenue Requirements are driven by CPI plus other increases.

Questions

a) How much of GLPTs 2013/2014 revenue requirement is driven by CPI- e.g. Labour costs? Please discuss and provide estimates by component. (Table 1-2-4 A)

Response

As noted on page 2 of Exhibit 4, Tab 2, Schedule 2 of GLPT's Application, 95% of GLPT's OM & A expenditures occur because of third party contracts, materials and supplies as well as internal labour. These are all subject to inflation or wage and benefit changes.

The application of an inflationary factor in GLPT's 2013 and 2014 test year forecasts is a key part of GLPT's top down approach. Instead of ignoring its approved 2012 OM&A amounts and starting from the bottom up without upward limits on its core costs, from an operational and rate filing prospective, GLPT had the objective of working within its approved OM&A amounts for its 2012 bridge year forecast that would inform its test year forecasts. As noted at Exhibit 1, GLPT considered its needs and requirements based on workplans and staffing requirements and then reallocated the 2012 approved OM&A envelope among its various OM&A accounts to ensure it met its safety and reliability requirements.

Using the 2012 OM&A reallocation as the baseline for 2013 and 2014 forecasts, GLPT imposed on itself the rate of inflation as being the upper bound of any increase in its core costs: Having established this threshold, GLPT reviewed its operations to identify operational changes expected in 2013 or 2014 that would not be covered by the inflationary increase These are identified in the OM&A variance analysis in Exhibit 4, Tab 2, Schedule 2.

The implication of GLPT's top down approach is that, in respect of its core costs, GLPT is working within its previously approved OM&A costs subject only to the extraneous factor of inflation. This provides cost control to its core costs which is to the benefit to ratepayers.

GLPT is subject to a variety of inflationary factors in the acquisition of labour, materials and services. As shown below, because labour and benefits (both union and non-union) account for the largest portion of GLPT's core OM&A costs, GLPT selected a proxy inflation rate of 3.1% which reflects the inflation rate

applied to GLPT's collective agreement. Analysis of the impact of inflation on GLPT's core costs is set out below.

The table below provides a breakdown of GLPT's 2012 OM&A forecast (as provided in *Table 4-2-1 A* in Exhibit 4, Tab 2, Schedule 1) into the following components, and provides an explanation on how inflation applies to each component. Each individual cost component in the table affects at least one USofA Account balance, and in many cases there are a number of USofA Account balances impacted by the single component (i.e., labour, which impacts almost all of GLPT's USofA Accounts).

($000's)		**2012**
Cost Component		**Forecast**
Labour & Benefits	$	5,128
Contracts		2,355
Materials		310
Insurance		250
Telephone & Electricity		270
Land Leases		62
Building Lease		180
SCADA & Fibre Lease		395
Corporate Costs		200
Other Miscellaneous		305
Total 2012 OM&A Forecast	**$**	**9,455**

Labour and Benefits – GLPT's labour and benefit costs for both unionized and non-unionized employees are subject to inflation, either through increases that are negotiated in GLPT's collective agreement (union), or through cost of living allowances, general increases and salary progressions (non-union).

Contracts – GLPT's contract costs are subject to inflation. The tables below provide a breakdown of rates charged to GLPT by various contractors over the previous two to three years. The sample contractors below are five of GLPT's most frequently used contractors. These contractors accounted for approximately 50% of GLPT's buildings, stations, lines and vegetation management maintenance costs in 2011 (most recent full year of actual data). As indicated in the tables, rates have increased year-over-year for the most part. In the case of Sample Contractors #2 and #3, the equipment and labour rates for 2012 were held at the same rate as 2011. This was due to the volume of activity for which GLPT engaged these contractors. The rate freeze was not related to a provision within a contract or to inflation, but rather to the volume of work for which GLPT retained

the contractors. Therefore, GLPT does not expect similar rate freezes for 2013 or 2014 for any of its contractors given that the capital projects have ended and the volume of activity is expected to decrease.

Sample Contractor #1 - HVAC Maintenance & Fabrication Services

Position	1-May-09	Change from Prev. Year	1-May-10	Change from Prev. Year	1-May-11	Change from Prev. Year	1-May-12	Change from Prev. Year
Foreman	$ 75.00	NA	$ 75.00	0.000%	Not Used	NA	Not Used	NA
Journeyman	$ 70.00	NA	$ 71.00	1.429%	$ 79.00	11.268%	$ 80.00	1.266%
5th Year Apprentice	$ 63.00	NA	$ 64.00	1.587%	Not Used	NA	Not Used	NA
1st Year Apprentice	$ 35.00	NA	$ 36.00	2.857%	Not Used	NA	Not Used	NA
Fabrication Labour	$ 73.00	NA	$ 74.00	1.370%	Not Used	NA	Not Used	NA
Refrigeration/AC Journeyman	$ 76.50	NA	$ 77.50	1.307%	$ 79.00	1.935%	$ 80.00	1.266%
Electrician	$ 67.00	NA	$ 68.00	1.493%	$ 69.50	2.206%	$ 69.50	0.000%

Sample Contractor #2 - Electrical Maintenance & Equipment Services

Equipment			1-Jan-10	Change from Prev. Year	1-Jan-11	Change from Prev. Year	1-Jan-12	Change from Prev. Year
All-Terrain Forklift			$ 62.84	**NA**	$ 64.73	**3.008%**	$ 64.73	**0.000%**
72' Double Bucket Truck			$ 90.85	**NA**	$ 93.58	**3.005%**	$ 93.58	**0.000%**
Hydraulic Boom			$ 71.66	**NA**	$ 73.81	**3.000%**	$ 73.81	**0.000%**
60' Aerial Work Platform			$ 65.63	**NA**	$ 67.60	**3.002%**	$ 67.60	**0.000%**
45' Aerial Work Platform			$ 52.50	**NA**	$ 54.08	**3.010%**	$ 54.08	**0.000%**
Tensioning Machine			$ 76.07	**NA**	$ 78.35	**2.997%**	$ 78.35	**0.000%**

Sample Contractor #3 - Electrical Construction & Maintenance

Position			1-May-10	Change from Prev. Year	1-May-11	Change from Prev. Year	1-May-12	Change from Prev. Year
General Foreman			$ 86.45	NA	$ 88.50	**2.371%**	$ 88.50	**0.000%**
Foreman			$ 83.40	NA	$ 85.50	**2.518%**	$ 85.50	**0.000%**
TEGG Technician			$ 89.35	NA	$ 120.00	**34.303%**	$ 120.00	**0.000%**
Project Manager			$ 95.20	NA	$ 95.35	**0.158%**	$ 95.35	**0.000%**
Fiber-Optic Technician			$ 78.35	NA	$ 80.00	**2.106%**	$ 80.00	**0.000%**
Electrician			$ 78.35	NA	$ 80.00	**2.106%**	$ 80.00	**0.000%**

Sample Contractor #4- Utilities Contractor

Position	1-May-09	Change from Prev. Year	1-May-10	Change from Prev. Year	1-May-11	Change from Prev. Year	1-May-12	Change from Prev. Year
Foreman	$ 99.89	NA	$ 101.97	**2.077%**	$ 104.04	**2.035%**	$ 107.90	**3.710%**
Journeyman Lineman	$ 86.10	NA	$ 87.92	**2.114%**	$ 89.74	**2.070%**	$ 93.08	**3.722%**
Apprentice Lineman	$ 79.01	NA	$ 80.71	**2.152%**	$ 82.41	**2.106%**	$ 85.49	**3.737%**
Equipment Operator	$ 79.01	NA	$ 80.71	**2.152%**	$ 82.41	**2.106%**	$ 85.49	**3.737%**
Groundman	$ 71.93	NA	$ 73.50	**2.183%**	$ 75.07	**2.136%**	$ 77.89	**3.756%**

Sample Contractor #5 - Vegetation Management

	1-Jan-08	Change from Prev. Year	1-Jan-09	Change from Prev. Year	1-Jan-10	Change from Prev. Year	1-Jan-11	Change from Prev. Year
Foreman/Supervisor	$ 77.00	**NA**	$ 78.83	**2.377%**	$ 79.75	**1.161%**	$ 80.66	**1.147%**
Journeyman Forester	$ 71.30	**NA**	$ 72.99	**2.370%**	$ 73.84	**1.158%**	$ 74.68	**1.144%**
Apprentice Forester	$ 60.28	**NA**	$ 61.71	**2.372%**	$ 62.43	**1.159%**	$ 63.14	**1.145%**
Heavy Equipment Operator	$ 54.60	**NA**	$ 55.90	**2.381%**	$ 56.55	**1.163%**	$ 57.20	**1.149%**
Labourer	$ 44.63	**NA**	$ 45.69	**2.375%**	$ 46.22	**1.160%**	$ 46.75	**1.147%**

GLPT's contract cost component provided in the table also includes professional fees related to audits, consulting, legal fees, etc., all of which are subject to inflationary pressures.

Materials – Material costs are subject to inflation. GLPT typically procures its materials on an as-needed basis in order to re-stock inventory or purchase materials for maintenance-type activities. While GLPT often has price lists with vendors that are effective for a specified period of time (typically no more than one year), the material costs are not fixed on a year-to-year basis.

Insurance – Insurance premiums are subject to inflation.

Telephone & Electricity – GLPT's telephone and electricity costs are subject to inflation. GLPT is putting measures in place to mitigate cost increases, however the base costs that exist are subject to general increases.

Land Leases – GLPT's land leases are primarily held with the MNR. GLPT's contract with the MNR (covering 2012 through 2015) states specifically that the fee includes "An annual increase to the base rent for 2012-2015 inclusive based on the annual average Consumer Price Index".

Building Lease – GLPT's building lease has a specific provision stating that the annual lease fee shall be "increased by the percentage amount of any increase in the CPI for the immediately preceding Lease Year".

SCADA & Fibre Lease – GLPT's SCADA and Fibre leases are primarily based on depreciation costs recorded on a straight-line basis. As a result, with the exception of the OM&A component of the fibre lease, these costs are largely not subject to inflation.

Corporate Costs – As demonstrated in GLPT's response to Board staff Interrogatory #30, the corporate costs shared by GLPT are made up primarily of labour and benefit costs, which are subject to inflationary increases reflecting cost of living allowances and general increases.

Other Miscellaneous – The costs included here are primarily relative to travel, accommodations, membership fees to various organizations, and training costs, among other things. These are all costs that are subject to market pressures and inflationary impacts.

b) Please provide an update of the latest StatsCan Ontario All Items CPI for 2011 August-2012 August.

Response

The average CPI in 2011 was 3.1%. The average CPI from July 2011 to July 2012 was 2.2%. The August 2012 CPI is not available at this time, so the August 2011 to August 2012 average cannot yet be calculated.

c) Comment on the change from the 3.1% in the reference.

Response

The Average CPI for July 2011 to July 2012 has decreased related to the average in 2011. However, GLPT notes that this decrease is heavily influenced by the most recent three months of data (May – July 2012), which ranged from 0.7% to 1.2%. It is not clear whether these are outliers. Employing a more balanced perspective, the average CPI for the 19 months period from January 2011 is approximately 2.6%.

d) Hydro One Transmission is Forecasting CPI increases for 2013 and 2014 of about 2% based on Consensus Forecasts (EB-2012-0031 Exhibit A, Tab 13, Schedule 1 Appendix A). Please comment on the use of Consensus Forecasts instead of historic CPI.

Response

According to Appendix A of Exhibit A, Tab 13, Schedule 1 of Hydro One's filing, it is noted that the CPI Ontario is based on the IHS Global Insight April 2011 forecast. This forecast is not included in the filing and it is not clear as to the nature of the CPI used. However, GLPT does note that the forecast is an April 2011 forecast and is not current to 2012. GLPT believes its use of the historical CPI rate is more informative in this case given GLPT's experience as a business and where costs are trending.

e) Please provide a copy of the latest GLPT Business Plan(s) approved by its Board.

Response

Please see Appendix SEC 3.

f) What is the sensitivity of GLPT's proposed 2013 and 2014 revenue requirements to a 100 basis point change in CPI (Note: Please exclude any impact on ROE or short-term interest rates used in determining the cost of capital)

Response

On a stand-alone basis, a 100 basis point change in CPI would change 2013 revenue requirement by approximately $105,000, or 0.27%, and would change 2014 revenue requirement by approximately $110,000, or 0.27%.

If the CPI rate is changed for both years, the cumulative impact on 2014 revenue requirement would be approximately 215,000, or 0.54%.

Interrogatory 2

Reference: Exhibit A, Tab 2, Schedule 1 &
Exhibit 8, Tab 2, Schedule 1, Section 3.0

Questions

a) Please provide a schedule that shows the proposed bill impacts for 2013 and 2014.

Response

The proposed bill impacts are outlined in Tables 8-2-1 F and 8-2-1 G at Exhibit 8, Tab 2, Schedule 1. For a residential customer consuming 1,000 kWh per month, the estimated bill impact for 2013 is $0.02 per month, and for 2014 is $0.01 per month.

b) Please provide a schedule that shows the impact on a typical residential LDC customer consuming 500 and 1000 kWh/month.

Response

The proposed bill impacts on a typical residential LDC customer consuming 1,000 kWh/month are outlined in Tables 8-2-1 F and 8-2-1 G at Exhibit 8, Tab 2, Schedule 1, and are described in the response to part (a) of this question. The proposed bill impacts on a typical residential LDC customer consuming 500 kWh/month are outlined in the tables below. The estimated bill impact for 2013 is $0.01 per month, and for 2014 is $0.00 per month.

2013 Rate Impacts		**Per Unit**	**Per Month**
Monthly Consumption	500 kWh		
Electricity	per kWh	$0.080	$40.00
Monthly Service Charge	per month	8.81	8.81
Distribution Charge	per kWh	0.0154	7.70
Transmission Network Charge	***per kWh***	***0.0066***	***3.30***
RPP Admin (Standard Service Supply)	per month	0.25	0.25
Wholesale Market Services	per kWh	0.0063	3.15
Debt Retirement Charge	per kWh	0.0020	1.00
Total Monthly Bill			**$64.21**
Amount of Bill Related to Transmission Rates			$3.30
Percentage Increase in Transmission Rates - 2012 to 2013			0.24%
Monthly $ Increase Resulting from Transmission Rate Change			**$0.01**
% Bill Increase Resulting from Transmission Rate Change			**0.012%**

Rates effective May 1, 2012

2014 Rate Impacts		**Per Unit**	**Per Month**
Monthly Consumption	500 kWh		
Electricity	per kWh	$0.080	$40.00
Monthly Service Charge	per month	$8.810	8.81
Distribution Charge	per kWh	$0.015	7.70
Transmission Network Charge	***per kWh***	$0.007	***3.30***
RPP Admin (Standard Service Supply)	per month	$0.250	0.25
Wholesale Market Services	per kWh	$0.006	3.15
Debt Retirement Charge	per kWh	$0.002	1.00
Total Monthly Bill			**$64.21**
Amount of Bill Related to Transmission Rates			$3.30
Percentage Increase in Transmission Rates - 2013 to 2014			0.08%
Monthly $ Increase Resulting from Transmission Rate Change			**$0.00**
% Bill Increase Resulting from Transmission Rate Change			**0.004%**

Rates effective May 1, 2012

Interrogatory 3

Reference: Exhibit 2, Tab 1, Schedule 1, Page 10

This page describes the Watson TS oil containment project.

Questions

a) Please describe the differences between the original containment structure built in 1997 and the proposed containment structure.

Response

Existing Construction:

There are two containment systems at this station. The construction consists of perimeter concrete walls, concrete collector sump and concrete imbiber sump. Within the perimeter concrete walls for the main containment area there is a HDPE liner laid on a sand base. There is no concrete base in this containment. This liner was installed in sheets; heat welded together and fastened to the top inside edge of the perimeter walls. Over the years the HDPE liner has deteriorated, increasing the risk that a leak within the containment could occur. There is washed stone within the containment that is installed flush with the top of the perimeter curbs.

New Construction:

The existing perimeter concrete walls, concrete collector sump and concrete imbiber sump will remain. These walls will be parged to repair any concrete imperfections. A new concrete floor will be installed complete with rebar, Volclay water seal between new and existing concrete surfaces and new rebar core drilled into the existing walls to tie into the new floor construction. This will create a new concrete enclosure. This will then be covered with Vulkem water-proofing material, primer, base coat and top coat. New structural steel and grating will be installed over the entire footprint flush with the top of the perimeter curb. Removal of the stone and installation of the grating will allow for improved visual inspection within the containment and easier cleaning of the containment. It will also increase worker safety while accessing and working on the transformer.

b) Why did the old structure deteriorate so quickly?

Response

It is not a case of the structure deteriorating but rather the existing HDPE liner failing. Once the liner failed there was no way to keep the water contained as the liner was installed on a sand base rather than a concrete floor.

Interrogatory 4

Reference Exhibit 2, Tab 1, Schedule 1, Pages 4 and 11

Question

a) These pages describe the Algoma Lines Wood structure replacements 2013 and 2014. The expenditure for 13 structures in 2013 is estimated at $1,710,000 for an average unit cost of $131,538. The 2014 program is to replace 18 structures at a cost of $3,183,500 for an average unit cost of $176,861. Please explain the increase in cost per structure between the two years.

Response

Please refer to GLPT's response to Board staff interrogatory 41.

Interrogatory 5

Reference: Exhibit 2, Tab 1, Schedule 1, Pages 15-16 and App. B

These pages discuss the cost increases for the Third Line TS project related to foundation design changes.

Questions

a) Please confirm that the Golder Associates geotechnical report included at App. B was the report used for preliminary design and specifications referred to on Page 16 lines 3-4 of the exhibit.

Response

The Golder Associates soil report for Third Line TS was sent to the structure design engineering firm for their use in developing the design and specifications.

b) Please describe the "free standing mono pole structures" referred to on Page 15 and explain their function in the station.

Response

Free standing mono pole structures are a 12 sided 14mm bottom section and 10 mm thick top section approximately 20 m long built by Trinity Utility Structures. They are bolted to an anchor bolt cage embedded in the 20m deep caisson. See the Steel Pole Drawing attached at Appendix EP 5.

The main purpose for using free standing structures is that they do not require the use of guy wires for corner / dead end structures. These structures are extremely useful where limited space is available and the use of guy wires is physically not possible.

c) What specific geotechnical information in the Golder report was relied on for the initial design specification for the pole foundations?

Response

The Golder report was a soils report prepared to support the design specifications for the upcoming construction activity. The Golder report was sent to an engineering firm for use in the design of the structures. The engineering firm then used the soil information within the report to design the foundations for the mono pole structures.

d) The Golder report refers to "conventional strip and spread footings … at a depth of 1.8 m below grade" on Page 5 of the report. What were these footings intended to support?

Response

The "conventional strip and spread" footings were intended to support the structures for the station equipment.

e) How did GLPT determine that 10m deep caissons were the appropriate foundation for the poles if the Golder report appears to have made no mention of caissons or mono pole structures?

Response

The Golder report is simply a soils report and was not prepared to provide detail on foundation design. As stated in response to part (c) above, the Golder report was sent to an engineering firm for use in the design of the structures. The engineering firm then used the soil information within the report to design the foundations for the mono pole structures.

Interrogatory 6

Reference: Exhibit 2, Tab 1, Schedule 1, Pages 15-16 and App. C

Lines 5-11 of Page 16 refer to poorer than anticipated soil conditions once construction started on the project and the subsequent need to reevaluate the geotechnical conditions of the soil.

Questions

a) Was the MRW Geotechnical Report commissioned in response to the discovery of poorer than expected soil conditions?

Response

Yes.

b) Please describe the events that led to the retaining of MRW to reassess soil conditions.

Response

After the structure/foundation design was completed by the engineering firm, work unrelated to the Third Line Redevelopment project was done by the City of Sault Ste. Marie nearby, south of Third Line TS. GLPT and the GLPT structure installation contractor approached the crews and inquired about soil conditions. At that point in time it was noted that the surface soils "jiggled like jello" with the movement of heavy equipment on the surface. Given this information, the GLPT structure installation contractor calculated the total weight of each structure and asked the structure design engineering firm if there were concerns with the weight and soil conditions noted. The engineering firm said based on the soils data available to them, the footings should hold. Given this uncertainty based on local observation, GLPT determined the prudent course of action was to engage another firm to conduct a second soil study on specific locations.

c) Please provide a copy of any written direction to or correspondence with MRW concerning the scope of the work to be performed by the consultant and the reasons for that work.

Response

The correspondence between the line installation contractor and MRW requesting geotechnical services is attached at Appendix EP 6. We have redacted the portions of Appendix EP 6 that specify MRW's fees. These fees are commercially sensitive to MRW and are not relevant to this interrogatory. If any

party wishes to see the fees, they can request that GLPT file them in confidence in accordance with the Board's *Practice Direction*.

Based on verbal conversation with the structure foundation design engineering firm, GLPT representatives and the GLPT structure installation contractor, it was agreed to hire MRW to perform additional soil analysis. The structure installation contractor then requested a quote for the services of MRW to perform further geotechnical studies. The new results were then used by the engineering firm to analyze conditions and re-work the design.

d) How did the geotechnical analysis and recommendations of the MRW report vary from the analysis and recommendations in the Golder report?

Response

In simple terms, the soil analysis in the MRW report went to a depth greater than that of the Golder report. This was the primary reason to have additional soils testing done. Moreover, the MRW soils results were also dissimilar due to the fact that the test holes drilled were in different locations from the ones used to determine soils conditions in the Golder report.

Interrogatory 7

Ref: Exhibit 2, Tab 1, Schedule 1, Page 16, Line 19

Question

a) This page describes the need to relocate fibre optic cables to incorporate Third Line TS with subsequent costs not included in the original estimate of the project. Please explain why the need to relocate the fibre optic cables was not identified at the preliminary stage of the project.

Response

The scope of work relating to the relocation of the fiber optic cables was contemplated at the outset of the project. At that time it was anticipated that this work would be relatively small. However, once the Third Line TS project commenced, it became clear that the relocation of the cable would be more involved than what was originally planned.

Interrogatory 8

Reference: Exhibit 2, Tab 1, Schedule 1, Page 21

This page describes the Land Transfer Tax payable on assets acquired from GLPL in the 2008 reorganization.

Questions

a) At the time the Asset Purchase Agreement was concluded between GLPT and GLPL was GLPT aware that land transfer tax would be payable?

Response

Pursuant to the Asset Purchase Agreement, GLPT was aware that the land transfer tax was payable by it in connection with its acquisition of the transmission assets. To mitigate the impact of this tax, a deferral under the *Land Transfer Tax Act* (Ontario) was sought. This deferral would mean the tax would no longer be payable if GLPT and GLPL remained affiliates for 36 months, which GLPT reasonably expected to be the case. GLPT was not aware at the time of the Asset Purchase Agreement that the affiliate relationship between it and GLPL would be severed due to an indirect transfer of shares and other units companies that hold GLPT directly or indirectly. GLPT had no control over those decisions, and accordingly had no expectation that the tax would eventually become payable by GLPT.

b) Was the Board made aware of the transfer tax obligation in EB-2007-0647? If yes, did the Board approve the future addition to rate base of the land transfer tax amount? If not, please explain why GLPT did not bring the land transfer tax obligation to the attention of the Board.

Response

As explained in Energy Probe Interrogatory 8 (a) above, while GLPT was aware of the obligation we did not believe this was an issue as GLPT expected to remain affiliates with GLPL for the 36 month period noted above, in which case the tax would no longer be payable. GLPT was and continues to be isolated from generation activities.

Interrogatory 9

Ref: Exhibit 2, Tab 1, Schedule 1, Page 21

Reference is made in Line 7 to the 36 month deferral period for payment of the land transfer tax.

Questions

a) What were the starting and ending dates of this 36 month period?

Response

This period commenced on the closing date of the Asset Purchase Agreement (March 12, 2008) and ended March 12, 2011.

b) What options were open to GLPT to remain affiliated with GLPL until the 36 month period in the LTTA expired and rendered the tax non payable?

Response

GLPT had no control over the indirect transfers of shares or other units by any of the companies that hold GLPT directly or indirectly, and accordingly had no expectation that the tax would eventually become payable by GLPT. GLPT was and continues to be isolated from any generation activities and had no control over the reorganization of generation entities.

What was the date on which GLPT ceased to be an affiliate of GLPL? What event(s) triggered that status change?

Response

On closing of the Asset Purchase Agreement, Brookfield Asset Management Inc. indirectly owned more than 50% of the voting securities of both GLPL and GLPT's partners, thereby making them affiliates for purposes of the Land Transfer Tax Act. On or about August of 2009, Brookfield Asset Management Inc. sold its shares of GLPL to Brookfield Renewable Power Fund (a publicly traded entity), and on or about July of 2010, Brookfield Asset Management Inc. sold down its interest in Brookfield Renewable Power Fund to below 50% (at which point GLPL and GLPT ceased being affiliates). GLPT did not realize that it had become liable to pay the land transfer tax until the early part of 2011.

Interrogatory 10

Reference: Exhibit 2, Tab 1, Schedule 1, Page 21

Question

Lines 10-13 on Page 21 appear to suggest that affiliate status is a function of GLPT's activities as a transmitter and not as a result of corporate ownership. Please explain.

Response

GLPT confirms the loss of affiliate status is as a result of corporate reorganization beyond GLPT's control. The information provided at Ref Exhibit 2, Tab 1, Schedule 1, Page 21 is meant to highlight that GLPT management activities is limited to transmission activities and thus had no input or influence on the corporate reorganization.

Interrogatory 11

Reference: Exhibit 2, Tab 1, Schedule 1, Page 22

Lines 1-4 on Page 22 state that the payment of land transfer tax "was required to effectuate the transfer of the assets".

Question

a) How did the deferral of land transfer tax affect the passing of title to the assets between GLPL and GLPT?

Response

When land and improvements located in Ontario are sold from one legal entity to another, the transaction is subject to land transfer tax payable by the purchaser. The deferral had no impact on the transfer of title to the lands; it simply affected the payment of the land transfer tax.

b) Please show the calculation of the land transfer tax and provide documentation of its payment to the Minister of Finance.

Response

The relevant land transfer tax in Ontario for non-residential property is calculated as follows:

$0-$55,000 of the value of consideration at 0.5%
$55,000-$250,000 of the value of consideration at 1.0%
Amount of value of consideration over $250,000 at 1.5%

A copy of the cover letter enclosed with the payment to the Minister of Finance is attached at Appendix EB 11(b). This cover letter also sets out the calculation of the applicable land transfer tax payable.

c) Do IFRS and CGAAP provide any flexibility for treating the transfer tax as an operating expense rather than a capital cost? If yes, and if the Board approves the expenditure, would GLPT agree to expense the tax rather than capitalize it?

Response

There is no flexibility offered for the treatment of the transfer tax under IFRS or CGAAP.

Interrogatory 12

Reference: Exhibit 2, Tab 1, Schedule 1, Page 22

Question

a) **This page refers to the Sackville Building HVAC replacement variance of $100,400 and explains it as due to activities not included in the estimate provided to the Board in EB-2010-0291. Line 15 notes that these activities "were required as part of project preparation and are a normal part of GLPT's capital planning process". Please explain why the cost was not included in the project estimate provided to the Board in EB-2010-0291.**

Response

The pre-engineering cost was incurred prior to the previous rate application (EB-2010-0291) but as a result of an oversight was unfortunately not included in the project estimate that was provided to the Board. Pre-engineering costs are, and will continue to be, a normal part of GLPT's capital planning process. GLPT included these types of costs in the project estimates provided to the Board for 2012-2014.

Interrogatory 13

Ref: Exhibit 2, Tab 2, Schedule1, Page 3 and Page 13, Table 2-1-1 D

Questions

a) Please provide a financial schedule for 2012 projects that were reviewed in EB-2010-0291. Include the 2013 Rate Base and Revenue Requirement impact of increased costs.

Response:

Year Approved	Project reviewed in EB-2010-02	Approved Spending	2012 Forecast	Variance (Rate Base Impact)	Cost of Capital	Cost of Capital Impact	Depreciation	Revenue Requirement Impact
2012	Master SCADA System Replacem	$ 3,818,500	$ 3,821,534	$ 3,034	7.59%	$ 230	$ 202	$ 433
2012	Third Line Redevelopment Project	22,470,000	24,661,395	2,191,395	7.59%	166,327	48,698	215,025
2012	Goulais TS Civil Refurbishment	489,000	-	(489,000)	7.59%	(37,115)	(9,780)	(46,895)
2012	Work Management System Conve	387,900	-	(387,900)	7.59%	(29,442)	(77,580)	(107,022)
2012	Other Miscellaneous Projects	2,171,200	2,876,110	704,910	7.59%	53,503	46,994	100,497
	Total	**$ 29,336,600**	**$ 31,359,039**	**$ 2,022,439**		**$ 153,503**	**$ 8,534**	**$ 162,037**

b) Please provide a List of 2012 Miscellaneous Projects totaling $2,876,100. Omit those below $100,000.

Response:

2012 Miscellaneous Projects	
Roof for Sackville Building	$ 234,850
Signage & Guy Guards	119,051
Anjigami TS Oil Containment	134,350
Third Line Waterline Install	165,967
Steelton TS Protection Upgrades	125,366
SF6 Gas Reclaimation Unit	130,380
Other Misc Projects under $100k	1,966,136
	$ 2,876,100

One of the projects included in the list above is greater than GLPT's materiality threshold. The budget for this project was drawn from GLPT's "Building Upgrades" budget, which for 2012 was approximately $255,000. This budget is typically used for individual projects that are below GLPT's materiality

threshold, and as specific needs arise the budget is managed to address these needs. In 2012, the need to replace the roof at GLPT's office facility at 2 Sackville Rd was identified, and the forecasted capital expenditure related to this roof replacement is $235,000. The building was constructed in 1966 with a "Tar and Gravel" roof. This roof has far exceeded its original life expectancy of 30 years.

c) For new 2013/2014 Capital projects please provide an indication of the level of contingency included in the budgets

Response

Contingency included in budgets for 2013/2014 Capital projects is 10%.

Interrogatory 14

Reference: Exhibit 2, Tab 2, Schedule 4, Page 22

Questions

a) Please provide the details of the Land Transfer Amount calculation and a copy of the Invoice.

Response

Please refer to the response to Energy Probe interrogatory 11(b)

b) Why should ratepayers pay the Land Transfer Tax amount? Comment on the alternative that this liability was incurred as a result of corporate reorganization and should be paid by the shareholder.

Response

As stated in the pre-filed evidence Exhibit 2, Tab 1, Sch 1, Section 5 of GLPT's application, GLPT was required to become compliant with Section 71 of the *Ontario Energy Board Act, 1998* (the "OEB Act"). In order to become compliant with section 71 of the OEB Act, GLPL had to transfer the assets to GLPT and as such the transaction was subject to land transfer tax.

c) Provide an explanation of the regulatory treatment of the Land Transfer Tax and whether this is a Capital Asset/Ratebase item or should be expensed/amortized.

Response

Article 410 in the OEB Accounting Procedures Handbook revised July 31, 2007, references CICA HB Section 3061 to support the determination of asset costs. On the basis of CICA HB Section 3061 it was determined that this land transfer tax was required to facilitate the acquisition of the assets by GLPT and allowed GLPT to ultimately have access to the property under their own control. By this it was determined that it should be considered a benefit to GLPT. Further, based on the fact that the land transfer tax allowed GLPT access to all its land, buildings and structures then it should be accounted for on a pro-rata basis according to the values assigned to those assets. In GLPT's 2011 audited financial statements, this amount is recorded as a capital asset.

Interrogatory 15

Reference: Exhibit 2, Tab 5, Schedule 1, Pages 1-9, Table 2-5-1 A

Questions

a) Please provide the latest ACA Planning Document(s) covering the period 2012 forward.

As part of its asset management procedures, GLPT has prepared asset condition assessments that cover nearly all of GLPT's assets, including its poles and stations. There are over 3,000 pages of assessments, most of which relate to assets that GLPT is not proposing to replace or update as part of this application. For the relevant assessment relating to the replacement of wood poles, see the response to (b) below.

b) Please provide the external consulting report that resulted in acceleration of the Wood Pole replacement Program.

Response

Please see the Pole Care International Inc. report attached at Appendix EP 15(b). Note that the Pole Care report did not result in acceleration of the Wood Pole replacement program. As discussed in the response to SEC interrogatory 6, the Pole Care report was the basis for the replacement program, but it was field assessments undertaken subsequent to the report that resulted in the decision to accelerate the program by one year.

c) Please provide any reports on fleet asset management including replacement schedules.

Response

GLPT's 2013 and 2014 replacement plans are as follows:

2013 plan: GLPT plans to replace two ½ ton trucks, one suburban, three snowmobiles, one ORV and four trailers with similar makes and models.

2014 Plan: GLPT plans to replace one ¾ ton truck, two SUVs, two snowmobiles, one ORV and three trailers with similar makes and models.

Please also see the Fleet Management Procedure attached at Appendix EP 15(c).

Interrogatory 16

Reference: No Reference.

Questions

a) Please provide T-SAIFI and T-SAIDI data for 2004-2011A and Forecast for 2013-14 F.

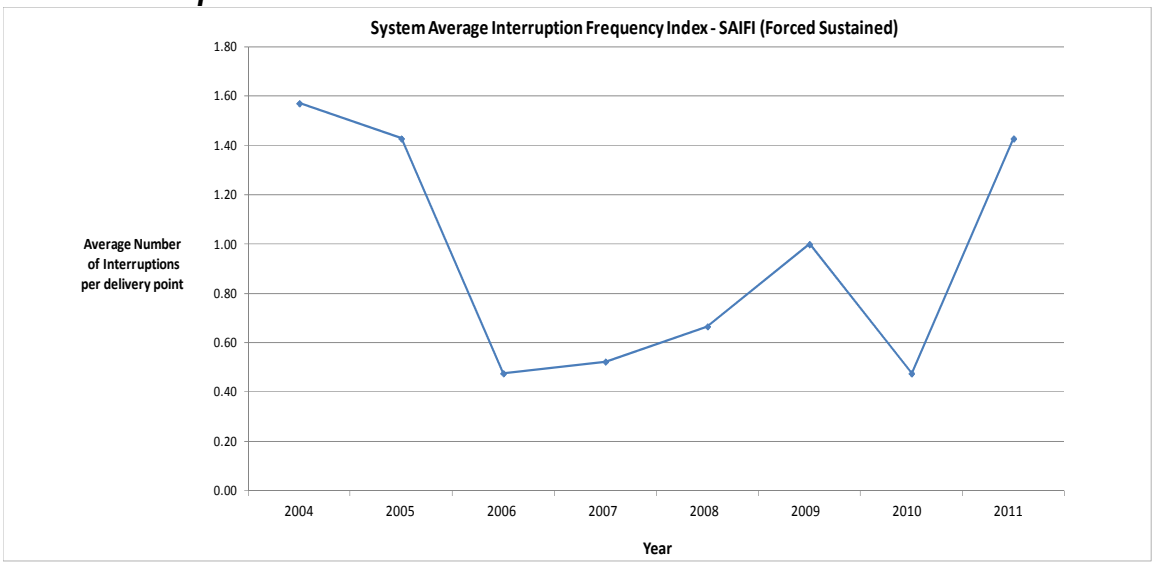
Response

GLPT has provided the data for 2004-2011. GLPT does not forecast the data for future years.

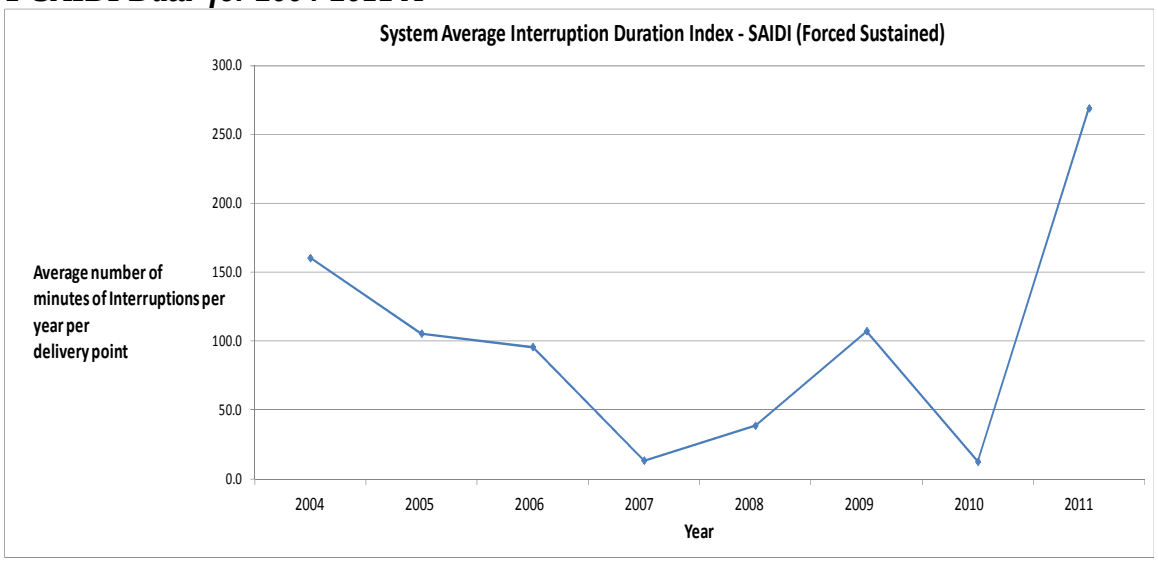
Regarding the SAIFI data, the increase in frequency of interruptions in 2011 is primarily due to weather related outages.

Regarding the SAIDI data, the increase in the duration of interruptions in 2011 is primarily due to a component failure in the old portion of Third Line TS of which has now been replaced.

T-SAIFI Data for 2004-2011 A



T-SAIDI Data for 2004-2011 A



Interrogatory 17

Reference: Exhibit 2, Tab 4, Schedule 1, Pages 1-2, Tables 2-4-1 B and C &
Exhibit 2, Tab 4, Schedule 1, Page 3

Questions

a) Please Provide the Equivalent LL Tables for 2011 and 2012.

Response

Please see GLPT's response to VECC interrogatory 3(a).

b) Please provide the Inventory amounts for 2010-2014.

Response

Dec 31, 2010 Actual - $244,500
Dec 31, 2011 Actual - $223,000
Dec 31, 2012 Forecast - $350,000
Dec 31, 2013 Forecast - $350,000
Dec 31, 2014 Forecast - $350,000

c) Please indicate where the 2011 and 12 amounts were approved- Settlement/Decision.

Response

The working capital allowance for 2011 and 2012 amounts were approved as part of the Settlement Agreement. Specifically, in Section 1.4 of Appendix A of Exhibit 1, Tab 1, Schedule 8, the parties agreed to settle the issue.

d) Please provide a calculation showing the Total Working Capital amounts for 2013 and 2014 as shown in Table 2-4-1 A. Provide references to the other tables.

Response

In responding to this question, GLPT is assuming that Energy Probe is requesting the calculations for 2011 and 2012 since the 2013 and 2014 figures are incorporated within Table 2-4-1 A. The table below provides the same calculations for the 2011 and 2012 test years, as approved in EB-2010-0291. Similar to the 2013-2014 calculation, the Lead Lag Working Capital is found in the lower right section of the tables found in GLPT's response to VECC Interrogatory #3(a) (Tables 2-4-1 B and C for 2013 and 2014).

($000's)	**2011**	**2012**
Lead Lag Working Capital	$371.1	$263.8
Materials and Supplies	250.0	250.0
Total Working Capital Requirement	**$621.1**	**$513.8**

Interrogatory 18

Reference: Exhibit 2, Tab 1, Schedule 1, Pages 22-23

Under IFRS, only costs deemed directly attributable to bringing assets to their locations and the working conditions related to their intended use are to be capitalized.

Questions

a) Please provide a copy of GLPT Capitalization Policy for 2012 pre and post IFRS.

Response

Please see GLPT's "Capital Asset Management Procedures" document attached at Appendix Board Staff 2(a). The procedures attached there are premised under Canadian GAAP. GLPT has done all the preparatory work to update the Capitalization procedure to reflect IFRS, and has applied the updated methodology to the 2013-14 test year information. However, GLPT is still in the process of finalizing the formal, written update to the procedure itself. See also the response to Board staff interrogatory 2(a).

b) Please provide a schedule that shows the amounts and percentage of total O&M capitalized in 2011A, 2012 E and 2013/2014 F. Explain any material differences.

Response

As described in its Capital Asset Management Procedures, GLPT does not capitalize O&M costs.

Interrogatory 19

Reference: Exhibit 3, Tab 1, Schedule 1, Page 2 Tables 3-1-1 A and B &
Exhibit 8, Tab 1, Schedule 1, Page 3, Tables 8-1-1 B

Questions

a) Please provide the actual/forecast of GLPT charge determinants for 2012 A, 2013 and 2014 F for each asset pool.

Response

The actual/forecast of GLPT charge determinants for 2013 and 2014 can be found in the confidential filing in EB-2012-0300. These forecasts were based on historical data for the years 2007-2011 and consistent with the methodology used in EB-2010-0291. GLPT did not calculate a 2012 charge determinant forecast.

b) Has any allowance for CDM impact for 2012-2014.been included? If so how much and what is the Source of this estimate (OPA or customer).

Response

GLPT did not include an allowance for CDM impact.

Interrogatory 20

Ref: Exhibit 4, Tab 1, Schedule 1, Page 1, Table 4-1-1 &
Exhibit 4, Tab 1, Schedule 2, Page 3, Table 4-2-1 B &
Exhibit 4, Tab 2, Schedule 1, Page 10, Table 2

Questions

a) Provide a table that shows by category, the allocation of OM&A before and after budget reallocation. Discuss the material changes/shifts that resulted.

Response:

($000's) USofA	Description	2012 Approved	2012 Forecast	Variance
	Transmission Expenses - Operation			
4805	Operation Supervision and Engineering	$390.6	$521.1	$130.5
4810	Load Dispatching	1,569.0	1,341.0	(228.0)
4815	Station Buildings and Fixtures Expense	852.8	871.8	19.0
4820	Transformer Station Equipment - Labour	384.7	261.3	(123.4)
4825	Transformer Station Equipment - Supplies and Exp.	86.3	99.7	13.3
4830	Overhead Line Expenses	164.9	216.2	51.3
4845	Miscellaneous Transmission Expenses	484.4	475.2	(9.2)
4850	Rents	85.0	69.8	(15.2)
	Transmission Expenses - Maintenance			
4910	Mtce of Transformer Station Buildings and Fixtures	96.5	71.8	(24.6)
4916	Mtce of Transformer Station Equipment	452.6	642.0	189.3
4930	Mtce of Poles, Towers, and Fixtures	19.4	11.7	(7.8)
4935	Mtce of Overhead Conductors and Devices	192.1	163.5	(28.5)
4940	Mtce of Overhead Lines - Right of Way	1,260.8	1,262.4	1.6
4945	Mtce of Overhead Lines - Roads and Trails Repairs	115.6	113.9	(1.6)
	Administrative and General Expenses			
5605	Executive Salaries and Expenses	957.3	771.0	(186.3)
5615	General Administrative Salaries and Expenses	972.6	1,188.8	216.3
5620	Office Supplies and Expenses	179.4	230.1	50.8
5630	Outside Services Employed	742.1	670.0	(72.1)
5635	Property Insurance	222.2	250.0	27.8
5655	Regulatory Expenses	164.9	164.9	0.0
5665	Miscellaneous General Expenses	38.3	38.3	(0.0)
5680	Electrical Safety Authority Fees	24.2	21.0	(3.2)
	Subtotal Operations	4,017.7	3,856.1	(161.6)
	Subtotal Maintenance	2,136.9	2,265.3	128.4
	Subtotal A&G	3,301.0	3,334.3	33.2
	Total OM&A	**$9,455.6**	**$9,455.6**	**$0.0**

As described in Exhibit 1, Tab 2, Schedule 2, GLPT completed a comprehensive review of the needs and requirements of the organization, including staffing requirements. With this information, costs were allocated to the various USofA OM&A accounts to ensure that resources were allocated appropriately to address GLPT's needs and requirements without sacrificing safety, reliability or the environment. As demonstrated in the subtotals within the table, the overriding theme was an allocation from operations into maintenance.

As a result of the reallocation, there are a number of changes at an account by account level that are minor in nature. GLPT has provided commentary below to summarize the variances that are material, i.e. where a USofA account has changed by more than $100,000.

Account 4805 – The costs in this account are forecasted to be higher than the approved figures. The approved numbers reflect the 2010 Board-approved amounts increased by 2.5%. This means that the capitalization of labour costs related to engineering and asset management staff reflected in the 2012 approved column in the above table reflects the assumptions of 2010. However, the forecasted labour capitalization related to engineering and asset management staff for 2012 is different from the 2010 Approved figures, as evidenced in the increase in this account for the 2012 forecast.

Account 4810 – The costs in this account are forecasted to be lower than the approved figures due primarily to a reduction in the staffing of the control centre. GLPT had a staff member retire in 2010 and is not planning on replacing this staff member until 2014 as a part of its succession planning (as described under Cost Driver 3 for Account 4810 in Exhibit 4, Tab 2, Schedule 2). GLPT is able to manage the same level of productivity through schedule management, re-allocation of tasks and the use of overtime. In addition, due to a change in the forecasted labour capitalization related to staff of the system control room (similar to that described above under Account 4805), the costs in this account are also forecasted to be lower than the approved figures. Additional information on capitalization of labour related to the Master SCADA Replacement project is provided under Cost Driver 1 for Account 4810 in Exhibit 4, Tab 2, Schedule 2.

Account 4820 – The costs in account 4820 are forecasted to be lower primarily as a result of a re-allocation to account 4916. As indicated on page 10 of Exhibit 4, Tab 2, Schedule 2, the nature of the activities in these two accounts (plus account 4825) are quite similar and, therefore, GLPT combines them and describes any variances as though they were derived in a single account.

Account 4916 – As noted above, the costs in account 4916 are forecasted to be higher primarily as a result of a re-allocation from account 4820. On a combined basis, the net variance is approximately $66,000.

Account 5605 – GLPT has forecasted a decrease in costs in account 5605 as a result of a change in staff resourcing and cost allocations in comparison to the figures approved in the EB-2010-0291 application.

Account 5615 – The costs in account 5615 are forecasted to increase primarily as a result of two drivers:

1. GLPT added a Senior Accountant in 2010 to assist in the management of IFRS, and support succession planning. A portion of the cost related to this position was allocated to GLPT's deferral account related IFRS transition costs in 2010 and 2011, however the full OM&A cost has been included in GLPT's 2012 forecast.

2. As described in GLPT's response to SEC Interrogatory #10, GLPT hired a service desk technician on a contract basis in 2011. This has resulted in an increase in costs as compared to the 2012 approved amounts.

b) Please confirm that the Collective Agreement COLA floor of 3% (not 3.1%) is for 2012 and that 2013 and 2014 CAs have not been negotiated. If they have been negotiated then please provide the COLA clauses.

Response

GLPT agrees the COLA floor is 3% and it is for 2012 not 2013 or 2014. In addition GLPT confirms the collective agreements for 2013 and 2014 have not been negotiated.

Interrogatory 21

Reference: Exhibit 4, Tab 2, Schedule 1, Appendix B, FQC Report

Page 2 "Note that the values for years 2012 to 2014 are projected based upon 2007 to 2011 actual data for all companies other than GLPT"

Questions[1]

a) What factors were used to project 2012-2014 data for each of the peer group and GLPT?

Response

For GLPT, the consultants simply used the forecast provided by GLPT. For the other companies, the forecasts were made by extrapolating trends based on the earlier period, using essentially a straight-line extrapolation of actual spending.

b) What other benchmarks apart from those in appendix A were assessed and why were these rejected?

Response

None. Benchmarks considered include the same cost elements (e.g. O&M, OM&A, and A&G only), normalized by km of line and by customers. The selected benchmarks were chosen because of the superior predictive ability of the asset base as a normalizing factor.

c) Does FCQ have data on T-SAIFI and T-SAIDI for the sample and could a comparative analysis be made?

Response

The firm has some limited T-SAIFI and T-SAIDI data (i.e. not from all companies). A comparative analysis has not been executed.

[1] In preparing the responses to this Energy Probe interrogatory 21, GLPT has consulted with First Quartile Consulting.

Interrogatory 22

Reference: Exhibit 4, Tab 2, Schedule 1, Page 28, Appendix C, Table 1

Questions

a) Please explain the Balances in Column 2 of the Table. e.g. are these the actual or projected amounts in the Account at year end 2011A or 2012?

Responses

The balances in Column 2 of the table described above are the projected total amounts to be recorded in each USoA account for the 2014 test year. The balances can be cross referenced to the "2014 Test Year" column of Table 4-2-1 C, found on page 6 of Exhibit 4, Tab 2, Schedule 1.

b) Are any of these balances subject to deferral account treatment? If so, indicate which accounts and the amounts at the end of 2011A and 2012?

Response

None of these balances are subject to deferral account treatment, they are merely the forecasted total amounts to be recorded in each account in the 2014 test year.

Interrogatory 23

Ref: Exhibit 4, Tab 2, Schedule 2, Pages 1-22

Questions

a) For each of the listed accounts please provide the 2011 amounts.

Response

The 2011 amounts for each of the accounts provided in Exhibit 4, Tab 2, Schedule 2 can be found in Table 4-2-1 under the heading "2011 Actual". Table 4-2-1 can be found on page 6 of Exhibit 4, Tab 2, Schedule 1.

b) For internal labour allocations indicate if this is the gross amount or the amount after capitalization.

Response

The internal labour allocation variances are the net impact on GLPT's OM&A as a result in a change in the mix between capital and O&M work. As an example, if the total labour capitalization (including benefits and direct overheads) decreased from $200,000 to $150,000 for a particular group of employees, the net impact reflected in GLPT's OM&A would be $50,000.

c) Does "labour capitalization" mean the amount is gross or net?

Response

We are unclear as to what is meant by gross or net with respect to labour capitalization. "Labour capitalization" refers to the directly attributable wages, benefits and overhead costs incurred.

d) Provide a list of incremental cost drivers and amounts and indicate those that are expensed and those that are capitalized (if both, amount capitalized).

Response

GLPT is not clear on the request in the question above. GLPT has listed all of the incremental cost drivers for the 2013 and 2014 test years, all of which are items that are expensed in OM&A. GLPT has not included any costs in its proposed OM&A that will be capitalized in any year.

e) Are the capitalized amounts in the 2013/2014 Ratebase?

Response

GLPT capitalizes internal labour costs (including benefits and direct overheads) related to work done on capital projects. These costs are included in the rate base additions in the year in which each capital project is completed. For example, the internal labour costs that are charged to Phase 1 of the Master SCADA Replacement project in 2012 are included as rate base additions for 2012 when the project is put into service.

Interrogatory 24

Ref: Exhibit 4, Tab 2, Schedule 2, Pages 22-35

Questions

a) With regard to account 5605 (p22), please confirm that Corporate Costs have not been explicitly approved and was part of an overall OM&A amount from prior years.

Response

Corporate Costs were specifically identified in EB-2010-0291 and formed part of the evidence that made up the total approved 2011 and 2012 OM&A per the EB-2010-0291 Settlement Agreement.

b) With regard to Executive costs of $550,000, please confirm these are part of base O&M in prior years.

Response

The Executive costs of $550,000 do not form part of the base O&M in prior years. As described in GLPT's response to Board staff interrogatory 11 in the EB-2010-0291 proceeding, GLPT achieved cost savings in this account by allocating some of its development-related costs to its green energy deferral account, approved in EB-2009-0409. As a result, these costs were not reflected in GLPT's approved OM&A for the 2011 or 2012 test years.

c) Please explain what will happen in 2013. What costs will be transferred to the EWTDA?

Response

GLPT is assuming EWTDA stands for the East West Tie Deferral Account. GLPT anticipates that the OEB hearing portion of the designation phase of EWTDA will occur during the first three quarters of 2013. Once the OEB has determined the successful applicant, the development phase of EWTDA will commence, which GLPT anticipates will be in the 4th quarter.

GLPT expects that its Vice President / General Manager, Vice-President, Regulatory and Legal, and its Director of Administration will spend and allocate approximately one third of their time, while its Vice President, Project Development will spend and allocate 100% of available time to EWT Line activities in 2013. In addition, GLPT anticipates that there are incremental travel,

consulting and administrative costs of approximately $100,000 that will be allocated to EWT LP. The total costs expected to be transferred are $550,000. To the extent the actual costs transferred are lower than $550,000, the difference will be accounted for as a debit to this account. To the extent they are higher, a credit will be established in the EWTDA for the benefit of rate payers.

d) Is there an actual requirement for backfilling while staff are doing EWT work, or is this an accounting issue?

Response

GLPT did not budget for additional resources while staff is doing EWT work. It will be the expectation that GLPT management staff put forward incremental efforts above their normal workload to ensure that GLPT continues to run a safe, reliable, environmentally responsible and cost-efficient transmission operation.

e) If the EWTDA operated as a deferral account for backfill staff costs, discuss how this could work to keep ratepayers and company whole.

Response

Please refer to GLPT's response to Energy Probe interrogatory 24(d). GLPT does not believe that there will be a requirement to backfill staff.

f) With regard to IT Admin, breakdown these into staff costs and other e.g. consulting and licensing fees. How much of the staff costs are one time/one year costs and again, is backfilling required?

Response

It is unclear as to how Account 5615 relates to backfilling. As it relates to IT Admin costs, with the exception of inflationary increases as defined in Cost Driver 2 of Account 5615, none of the incremental costs from 2012 to the 2013 test year are related to staff costs. GLPT believes it has sufficient IT staff in place to address the needs of the organization in the 2013 and 2014 test years.

Interrogatory 25

Reference: Exhibit 4, Tab 2, Schedule 1, Page 2 &
Exhibit 9, Tab 2, Schedule 1, Page 4

Table 4-2-1 A on Page 2 of the exhibit shows increasing OM&A costs for 2012, 2013 and 2014. Page 4 of Ex 9-2-1 states that the estimated costs of participating in the E-W Tie Line designation process, amounting to $550 k in 2013 and $340 k in 2014, have been deducted from OM&A costs for those years.

Questions

a) Please confirm that the figures in Table 4-2-1 A reflect those deductions.

Response

Confirmed.

b) If the table does reflect the deductions, is it fair to conclude that the effective increase in OM&A costs in 2013 and 2014 would be the figures noted in the table plus the amount of deductions for the E-W Tie Line involvement (ie.$1810.1 k in 2013 and $797.6 k in 2014)? If not, please explain why it is not correct to draw this conclusion.

Response

GLPT agrees with the conclusion drawn above.

Interrogatory 26

Ref: Exhibit 4, Tab 2, Schedule 2, Page 2

Line 3 on this page refers to inflation factor of 3.1% based "on the rate used in GLPT's collective agreement attached at Ex 4-2-3 App B."

Questions

a) Please identify where in the collective agreement this inflation factor can be found.

Response

Clause 21.4 of the collective agreement addresses the CPI for Ontario. The union and GLPT have historically utilized the Consumer Price Index (All Items) – Ontario when calculating CPI.

b) Given the economic recession and the growing trend in labour negotiations toward wage freezes, why is GLPT forecasting an increase in wages of 3.1% for the test years?

Response

GLPT believes that in order to maintain a skilled work force they need to remain competitive within the labour market place. GLPT is not forecasting an increase in excess of the most recent CPI used for purposes of clause 21.4 of the collective agreement.

Interrogatory 27

Reference: Exhibit 4, Tab 2, Schedule 2, Page 5

Question

a) The variance explanation for Acct 4805 cites $60 k in payments to standards bodies and professional groups. Please explain what these payments are for and whether or not they are discretionary.

Response

Please refer to GLPT's response to Board staff interrogatory 11(a).

Interrogatory 28

Reference: Exhibit 4, Tab 2, Schedule 2, Page 5

Question

a) This page also refers to plans to update transmission line/structure profile drawings. Please explain what changes have occurred to these lines/structures that require the update and why the updates are not done at the time the changes to the lines/structures are made.

Response

Changes / projects have been completed in the GLPT system (for example, the Transmission Reinforcement Project) prior to GLPT using Lidar technology for use with its vegetation management program. Another use of the Lidar technology is to use the data collected, inherent to the vegetation data collection process, to update transmission line plan and profile drawings.

Interrogatory 29

Reference: Exhibit 4, Tab 2, Schedule 2, Page 9

Question

a) Acct 4815 variance explanation states that road maintenance costs are lower because maintenance at Mackay TS will decrease in 2013 and 2014. Please explain why maintenance will decrease in those years and whether it will increase again after the test years.

Response

The forecast for maintenance costs will decrease for 2013-2014 relative to 2011-2012 because it is anticipated that summer road maintenance activities will decrease marginally in 2013 and 2014. The road maintenance is unrelated to the maintenance at Mackay TS. GLPT is unable to confidently state whether the maintenance costs will increase or decrease in years beyond the test periods. Being a gravel road, the maintenance requirements rely heavily on weather conditions and the resultant deterioration of the road.

Interrogatory 30

Ref: Exhibit 4, Tab 2, Schedule 2, Page 16

Account 4845 shows an increase in fibre lease costs amounting to $72,000 annually starting in 2013.

Questions

a) Please confirm that the reason for the $36,000 allocation in 2013 is because the higher lease payment starts mid-year.

Response

Confirmed.

b) Please explain why the higher cost in 2014 is only $36,000 if the annual increase is $72,000.

Response

The $36,000 incremental amount included in 2014 is the amount that is incremental to the 2013 forecast, as the 2013 forecast already includes a $36,000 increment (as described above). The $36,000 included in the 2013 forecast plus the incremental amount of $36,000 in 2014 provides for the total incremental amount of $72,000.

Interrogatory 31

Reference: Exhibit 4, Tab 2, Schedule 4, Table 4-2-4 A and Appendix A

Questions

a) Please provide metrics on the total floor space and other common facilities (Garage, Warehouse, Parking etc).

Response

GLPT rents the entire space from GLPL and as such all space and facilities are allocated to GLPT and no costs are allocated to GLPL. GLPT in turn subleases office space to a non-affiliated tenant, Algoma Power Inc. ("API"). The allocation percentages between GLPT and API are as follows:

	Total Sq. Ft	GLPT Sq. Ft	API Sq. Ft
Main Office	24,572	11,440	13,132
Basement	18,216	11,650	6,566
Industrial 1 (Garage)	8,020	4,010	4,010
Industrial 2 (Stores)	3,200	-	3,200
Vacant Land	100%	90%	10%

b) How are costs allocated between affiliates? Please specify all cost driver/allocators, including other facilities driver/allocators and allocation of 2012 operating costs to each affiliate. (2012 is the same year used by NCI)

Response

Please refer to Energy Probe interrogatory 31(a) for additional information related to the sharing of costs between GLPT and GLPL with respect to the building.

With regard to the other shared service costs incurred by GLPT, please refer to Exhibit 4, Tab 2, Schedule 4 for details related to cost allocation drivers.

Interrogatory 32

Reference: Exhibit 4, Tab 2, Schedule 4, Appendix B

Questions[2]

a) Please provide a Table that lists the Cost Driver Metrics for the Affiliates included in the Study as well as the Corporate head Office.

Response

The Navigant study only allocated cost associated with the leadership of the Utility Group at Brookfield. Most services are provided by GLPT staff. Therefore, the Cost Driver Metrics are the number of employees, gross assets and revenue allocators used in this study. The quantification of the metrics is provided in GLPT's response to Board staff interrogatory 31.

b) Of the services listed in Table 1, please indicate if these are all the services and costs associated with Head Office or is there a portion retained by head office? For example, costs for 'Minding the Investment"?

Response

The services listed in Table 1 are all the services and costs associated with the leadership of the "Utility Group" at Brookfield.

c) Corporate Cost Allocation best practices are that a *direct allocation* is based on cost accounting (e.g. insurance costs) or in the case of staff-related service costs, a time study-based fully burdened cost allocation. An indirect allocation uses Cost drivers FCER, ACER, FTE etc. based on cost causality principles. Has Navigant followed these best practices? Please discuss in some detail and refer to recent studies accepted by the Board, including Hydro One (Rudden/Black and Veatch), Enbridge Gas Distribution (Myers Norris Penny).

Response

Navigant has advised that it believes the approach used in its study is appropriate for GLPT and in keeping with past practices of the OEB. As described in Section 3 of the Navigant report, GLPT operates autonomously, which is a significantly different model than Hydro One or Enbridge uses in that many of GLPT's services are provided by GLPT staff, not by an affiliate. The Corporate Cost

[2] In preparing the responses to this Energy Probe interrogatory 32, GLPT has consultant with Navigant Consulting.

Allocation is only associated with the leadership of the Utility Group at Brookfield.

d) Please provide a version of Table 1 that clearly shows which costs and services in the Budget Expense Table are allocated to each of Head Office, each affiliate based on a direct allocation and which costs are allocated by cost driver(s) (specify drivers). Please reconcile to page 20.

Response

Please refer to GLPT's response to Board staff interrogatory 31.

e) Why were the indirect cost driver/allocators chosen? Please provide the cost causality rationale for each cost driver as related to each service item/budget. Specifically:

i. Why was Assets (FCER) used rather than ACER for some allocations[3]?
ii. Why was Revenue chosen?

Response

Navigant has advised that it believes the approach used in its study is appropriate for GLPT and in keeping with past practices of the OEB. The Revenue and Asset allocators were used because they are commonly accepted in the industry and comparable between the investments in the Utility Group. The Utility Group has investments in four countries and two continents with differences in accounting systems (e.g. IFRS versus US GAAP). Therefore, delineating between FCER and ACER would not be possible.

[3] Financing Capital Employed Ratio (FCER) is used when the common activities are considered to benefit all affiliates in which the parent, maintains an investment, including minority equity investments. Adjusted Capital Employed Ratio (ACER) represents the respective percentage of capital employed by the parent in all affiliates for which the parent is responsible for day to day operations. ACER has a smaller denominator than FCER to reflect only those affiliates that benefit directly from specific services. The rationale for using ACER is linked to cost incurrence. If the affiliate does not need the service, it is not part of the denominator over which costs are allocated. (MNP 2012 CCA Report for EGD)

Interrogatory 33

Reference: Exhibit 4, Tab 2, Schedule 4, Appendix B

Question

a) Please explain how Section 2.02 of the SLA (*and* the absence of a Schedule of Services and Costs) complies with the ARC?

Response

We assume this interrogatory is with respect to the Services Agreement located at Exhibit 4, Tab 2, Schedule 4, Appendix C, which concerns the provision of shared corporate services.

According to section 2.3.5.1 of the ARC, for shared corporate services, fully-allocated cost-based pricing (calculated in accordance with sections 2.3.4.1 and 2.3.4.2) may be applied between a utility and an affiliate in lieu of transfer pricing, provided that that the utility shall obtain from the affiliate, from time to time as required to keep the information current, a detailed breakdown of the affiliate's fully-allocated cost of providing the service. In accordance with this requirement, as indicated in section 2.01 of GLPT's Services Agreement, the Partnership shall pay the Service Provider for the services provided under the agreement a fee reflecting cost. According to section 2.02 of the Services Agreement, the Partnership shall reimburse the Service Provider for any extraordinary costs in providing shared corporate services. In accordance with the ARC, GLPT shall obtain from time to time as required a detailed breakdown of the Service Provider's fully allocated cost of providing the service, including with respect to any extraordinary expenses. GLPT has provided this detailed breakdown for the 2013/14 test years in response to Board staff interrogatory 30.

Interrogatory 34

Reference: Exhibit 4, Tab 2, Schedule 6, Page 5, Tables 4-2-6 D and G

Questions

a) What were the changes in 2012 depreciation as a result of componentizing the asset groups to IFRS? Reconcile to 2011 actual and 2012 restated depreciation expense

Response

The changes in 2012 depreciation that resulted from componentizing the asset groups for IFRS can be found in Table 4-2-6 G. The changes are equal to the difference between the column titled "2012 Forecast CGAAP" and "2012 Forecast IFRS".

Interrogatory 35

Reference: Exhibit 4, Tab 2, Schedule 3, Page 2 Table 4-2-3 A

Questions

a) Please modify the referenced table part 1 to provide a breakdown the data for "Non-Union" into payroll groups e.g. Management and Executive

See the table provided in b) below. GLPT has only 3 employees that it would classify as executive, and as a result it has aggregated the executive and management categories into a single category. GLPT believes that it has satisfied the Board's requirements in regard to disclosure of employee compensation breakdowns, and provided sufficient variance analyses related to the 2013 and 2014 test years where applicable.

b) Include a Section on Incentive Pay and add this to the total

Response:

	2010 Actual	2011 Actual	2012 Approved	2012 Forecast	2013 Test Year	2014 Test Year
Number of FTE's (Incl. Part Time)						
Union	24.2	24.5	28.2	25.6	25.6	26.6
Management & Executive	9.0	9.0	9.0	9.0	9.0	9.0
Non-Union	15.4	17.1	16.5	17.8	17.8	17.8
Total	**48.6**	**50.7**	**53.7**	**52.4**	**52.4**	**53.4**
Number of Part Time Employees						
Union	0.7	0.3	0.5	-	-	-
Management & Executive	-	-	-	-	-	-
Non-Union	3.7	1.9	0.5	1.8	1.8	1.8
Total	**4.3**	**2.3**	**1.0**	**1.8**	**1.8**	**1.8**
Total Salary & Wages ($000's)						
Union	$1,841.7	$1,940.6	$2,169.6	$2,082.1	$2,146.7	$2,296.5
Mgmt & Exec (Excludes Incentive Pay)	$868.8	$949.2	$950.0	$974.1	$1,004.3	$1,035.4
Non-Union (Excludes Incentive Pay)	$991.6	$1,028.4	$1,084.0	$1,098.7	$1,132.7	$1,167.8
Total	**$3,702.1**	**$3,918.2**	**$4,203.6**	**$4,154.9**	**$4,283.7**	**$4,499.7**
Current Benefits ($000's)						
Union	$306.4	$287.6	$361.1	$317.3	$335.6	$361.6
Management & Executive	$123.9	$117.9	$125.0	$130.2	$134.2	$138.4
Non-Union	$161.7	$193.0	$216.2	$218.7	$225.4	$232.4
Total	**$592.0**	**$598.5**	**$702.3**	**$666.1**	**$695.2**	**$732.4**
Accrued Pension & Post-Retirement Benefits ($000's)						
Union	$502.3	$528.7	$440.0	$459.7	$473.9	$508.7
Management & Executive	$209.3	$222.1	$180.0	$221.4	$228.2	$235.3
Non-Union	$173.3	$203.5	$164.0	$236.3	$243.6	$251.2
Total	**$884.9**	**$954.3**	**$784.0**	**$917.3**	**$945.8**	**$995.2**
Total Benefits ($000's)						
Union	$808.7	$816.4	$801.1	$776.9	$809.5	$870.3
Management & Executive	$333.2	$340.0	$305.0	$351.6	$362.5	$373.7
Non-Union	$335.1	$396.5	$380.2	$455.0	$469.1	$483.6
Total	**$1,477.0**	**$1,552.9**	**$1,486.3**	**$1,583.5**	**$1,641.0**	**$1,727.6**
Total Incentive Pay ($000's)						
Union	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
Management & Executive	$222.4	$272.5	$170.0	$173.9	$179.3	$184.9
Non-Union	$40.3	$86.5	$77.5	$97.5	$100.5	$103.7
Total	**$262.8**	**$359.0**	**$247.5**	**$271.5**	**$279.9**	**$288.5**
Total Compensation ($000's) (Salary, Wages & Benefits)						
Union	$2,650.4	$2,757.0	$2,970.7	$2,859.1	$2,956.2	$3,166.9
Mgmt & Exec (Includes Incentive Pay)	$1,424.4	$1,561.7	$1,425.0	$1,499.6	$1,546.0	$1,594.0
Non-Union (Includes Incentive Pay)	$1,367.0	$1,511.4	$1,541.7	$1,651.2	$1,702.3	$1,755.1
Total	**$5,441.8**	**$5,830.1**	**$5,937.4**	**$6,009.8**	**$6,204.5**	**$6,515.9**

c) With respect to part 2 please provide a row that calculates the percentage of Total Compensation Capitalized

Response:

	2010 Actual	2011 Actual	2012 Approved	2012 Forecast	2013 Test Year	2014 Test Year
Compensation - Average Yearly Base Wages ($000's)						
Union	$72.5	$74.2	$73.0	$75.7	$78.1	$80.4
Mgmt & Exec (Excludes Incentive Pay)	$96.5	$105.5	$105.6	$108.2	$111.6	$115.0
Non-Union (Excludes Incentive Pay)	$64.5	$60.0	$65.7	$61.7	$63.6	$65.6
Compensation - Average Yearly Overtime ($000's)						
Union	$7.1	$9.4	$8.9	$9.4	$9.7	$9.8
Management & Executive	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
Non-Union	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
Compensation - Average Incentive Pay ($000's)						
Union	$0.0	$0.0	$0.0	$0.0	$0.0	$0.0
Management & Executive	$24.7	$30.3	$18.9	$19.3	$19.9	$20.5
Non-Union	$2.6	$5.0	$4.7	$5.5	$5.6	$5.8
Compensation - Average Yearly Benefits ($000's)						
Union	$33.4	$33.3	$30.2	$30.4	$31.6	$32.7
Management & Executive	$37.0	$37.8	$33.9	$39.1	$40.3	$41.5
Non-Union	$21.8	$23.1	$23.0	$25.6	$26.4	$27.2
Grand Total						
Total Compensation	**$5,441.8**	**$5,830.1**	**$5,937.4**	**$6,009.8**	**$6,204.5**	**$6,515.9**
Total Compensation charged to OM&A	**$4,958.8**	**$5,049.5**	**$5,234.1**	**$5,214.1**	**$5,599.9**	**$5,892.5**
Total Compensation Capitalized	**$483.1**	**$780.6**	**$703.4**	**$795.7**	**$604.6**	**$623.4**
Percentage of Compensation Capitalized	**8.9%**	**13.4%**	**11.8%**	**13.2%**	**9.7%**	**9.6%**

d) Compare the resultant percentage capitalization rates to Hydro One Tx as filed in EB-2012-0031

Response

It appears that Hydro One Tx capitalizes labour costs at a rate in the range of 50% to 60%, according to evidence filed on line 40 of appendix A in Exhibit C1, Tab 7, Schedule 2 of EB-2012-0031.

GLPT's labour capitalization rates are significantly lower than those of Hydro One Tx. GLPT's internal staff tend to focus primarily on scheduled operations and maintenance activities, while capital work is typically undertaken by contractors. This is due to the relatively small staff complement at GLPT.

Interrogatory 36

Ref. Exhibit 5, Tab 1, Schedule 1, Page 1 Cost of Equity

Questions

a) Why wouldn't GLPT retain the 2013 ROE Placeholder of 9.16% for 2014 rather than adopting Hydro One Tx" forecast 9.44%?

Response

GLPT's intent was to provide consistency with Hydro One. GLPT understands that this number is only a placeholder as it will be set once the cost of capital parameters for 2014 are known and published by the Board.

b) What would be the difference to the Cost of Capital and Revenue requirement?

Response

GLPT's Weighted Average Cost of Capital would be reduced from 7.74% to 7.63%.

GLPT's 2013 base revenue requirement would decrease from $39,949,000 to $39,608,500.

Interrogatory 37

Reference: Exhibit 5, Tab 1, Schedule 1, Pages 2 and 3, Table 5-1-1 A &B

Questions

a) Please confirm that the cost of debt will be the same for 2013 and 2014.

Response

Confirmed, GLPT's deemed debt rate will be the same for 2013 and 2014.

b) Please provide a schedule of the principal repayments on the affiliate debt.

Response

All funds invested in GLPT by its partners have been invested in the form of equity. GLPT does not have outstanding affiliate debt.

c) How will GLPT replace the Maturing affiliate debt?

Response

As noted in response to part (b) of this question, GLPT does not have affiliate debt.

Interrogatory 38

Reference: Exhibit 9, Tab 1, Schedule 3, Page 6, Table 9-1-3 A

Questions

a) Why should the costs of litigation against Comstock ($1,792,177) be disbursed to customers when the Court may rule in favour of GLPT?

Response

The costs GLPT has incurred to date to defend the Comstock claim are material, and therefore GLPT is requesting that the Board approve disbursal of the audited December 31, 2011 balance. GLPT will ensure that the collection of Comstock litigation costs will be tracked separately, and in the event that the Court rules in favour of GLPT and awards recovery of litigation costs that have been funded by the ratepayer, GLPT will refund theses costs to the ratepayer.

b) Please review and comment on prior Decisions of the Board regarding similar Litigation situations.

Response

GLPT is aware of two Board decisions regarding the recovery of litigation costs in rate applications. EB-2010-0295 related to a proceeding initiated by the Board to determine the recoverability of costs and damages incurred by electricity distributors in settling a class action brought by THESL for restitution of LPPs. EB-2007-0731 related to an application by Enbridge to vary the rates charged to customers, in response to the settlement of a similar class action launched by Gordon Garland. In both decisions, the Board allowed the application to recover the cost of settlement through rate increases. This recovery included both the settlement amounts and legal costs.

Although the facts in the decisions above are not entirely analogous to those at hand, at a basic level, the standard of analysis used by the Board in both proceedings was whether the expenses were prudently incurred. In particular, the issue in question was whether there was benefit to ratepayers, and whether the costs incurred in defending the action and negotiating the settlement were incurred on behalf of and for the benefit of ratepayers.

The Transmission Reinforcement Project to which the Comstock matter relates was found to be in the public interest. GLPT submits that the costs it has incurred to date have been prudently incurred because they will ultimately benefit the ratepayers. As set out in the pleadings attached at Appendix SEC 38(b) to the responses to the SEC interrogatories, the plaintiff Comstock Canada Ltd. is

claiming, among other things, damages in the sum of $36,000,000, plus applicable taxes and interest. In GLPT's view, the claims are without merit and GLPT's current legal strategy is necessary to mitigate GLPT's financial exposure, and the exposure of ratepayers, relating to the transmission reinforcement project.

Interrogatory 39

Reference: Exhibit 9, Tab2, Schedule 1, Pages 1-5

Questions

a) Other than the EWTDA, please provide more information on the proposed deferral accounts relative to the Board's Criteria for Deferral accounts.

Response:

Bulk Electric System Deferral Account – As stated on page 2 of Exhibit 9, Tab 2, Schedule 1, GLPT's management does not have the ability to control any proposed expenditures due to the fact that the changing requirements are driven by NERC and IESO compliance. In addition, GLPT states that the costs to be incurred may be material amounts. At the time of disbursing the balance of the account, GLPT will be required to justify the prudency of the costs incurred.

Please see GLPT's response to Board Staff interrogatories 54 and 55.

Interrogatory 40

Reference: Exhibit 7, Tab 1, Schedule 1, Page 2, Tables 7-1-1 C and D

Questions

a) Please provide the Charge determinants underpinning the Cost Allocations to the TX pools.

Response

As described at Exhibit 7, Tab 1, Schedule 1, GLPT has apportioned its revenue requirement to the three TX pools based on the existing cost allocation used by HONI. In the event that the Board approves an updated cost allocation for HONI's revenue requirement, GLPT will re-allocate its revenue requirement to the TX pools to remain consistent with HONI.

b) If Hydro One Networks Revenue Requirements for 2013 and 2014 are either not approved by the Board or the Board's Decision is not available until 2013, what does GLPT propose regarding 2013 rates? Please be clear in your explanation under these Scenarios.

Response

While GLPT's first choice would be to have its revenue requirement implemented on January 1, 2013, GLPT understands that it may be more efficient to have both HONI and GLPT's rate changes implemented at the same time. Therefore, in the event that HONI's revenue requirement for 2013 is not approved by the Board or the Board's Decision is not available until 2013, GLPT would be prepared to use a deferral account to capture any revenue deficiencies that may occur between the effective date and the implementation date of GLPT's 2013 revenue requirement, as stated under point 7 on page 2 of Exhibit 1, Tab 1, Schedule 2 of this application. In any case, GLPT is requesting that its proposed 2013 revenue requirement be made effective as of January 1, 2013.

Interrogatory 41

Reference: Exhibit 8, Tab 1, Schedule 1, Page 3, Table*-1-1-B

Questions

a) Please provide support for the charge determinant change in the referenced table.

Response

Please refer to GLPT's response to Energy Probe interrogatory 19(a).

b) What is the sensitivity of the revenue requirements 2013/2014 of a 1% change in the forecast for each asset pool?

Response

A change in the charge determinants would not impact GLPT's revenue requirements in either 2013 or 2014.

c) What is the sensitivity of the UTR to a 1% change in the charge determinant forecast for 2013/2014?

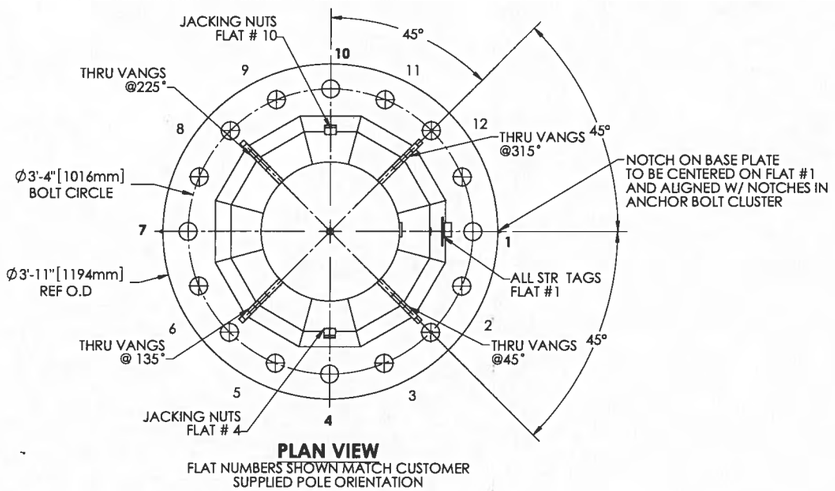
Response

GLPT has provided the sensitivity of the UTR to a 1% change in only GLPT's charge determinant forecast for 2013/2014, and not for the province-wide charge determinant forecast for those years. GLPT's position is that this proceeding will only establish what GLPT's charge determinant forecast is, and will not affect the charge determinant forecasts of the other three transmitters.

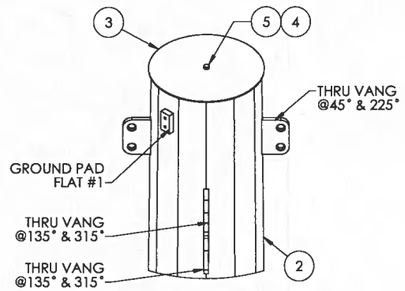
A 1% change in GLPT's charge determinant forecast would not change any of the UTR rates in any of the three TX pools in 2013 or 2014.

Exhibit 10, Tab 5, Schedule 1

Appendices to Responses to Energy Probe Interrogatories

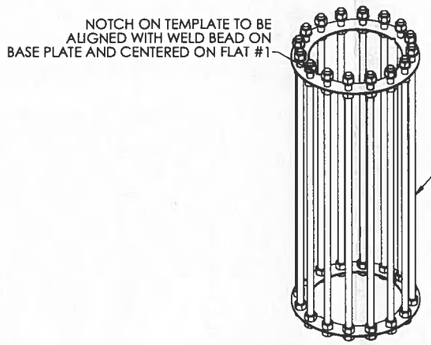


PLAN VIEW
FLAT NUMBERS SHOWN MATCH CUSTOMER SUPPLIED POLE ORIENTATION

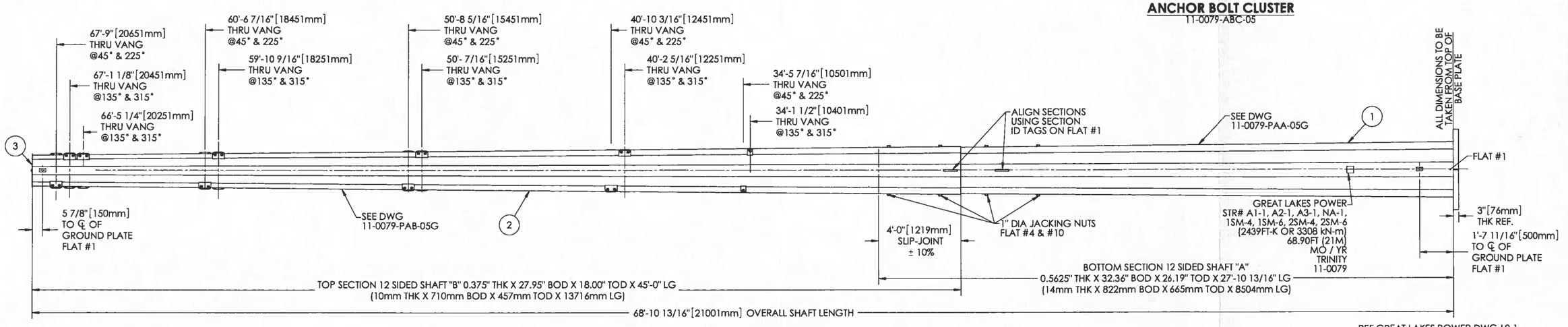


POLE SECTION CAP

ITEM NO.	QTY.	PART NUMBER	DESCRIPTION	MATERIAL	WT EA.	EXT. WT.
1	1	11-0079-PAA-05G	POLE ASSEMBLY, SECTION "A"	(GALV)	6088.53	6088.53
2	1	11-0079-PAB-05G	POLE ASSEMBLY, SECTION "B"	(GALV)	4579.52	4579.52
3	1	PCA-188-1950G	POLE SECTION CAP 3/16" THK X19 1/2" DIA	A36	15.56	15.56
4	1	063-80081	WASHER, LOCK, HARDENED, 1/2, F436 GALVANIZED	F436 (GALV)	0.01	0.01
5	1	063-80085	BOLT, HVY HEX, 1/2-13UNC-2A X 1-1/2 LG, A325 GALVANIZED	A325 (GALV)	0.15	0.15
6	1	11-0079-ABC-05	ANCHOR BOLT CAGE STR# SC-DE-90	(GALV)	2493.14	2493.14
					TOTAL WEIGHT	13176.91

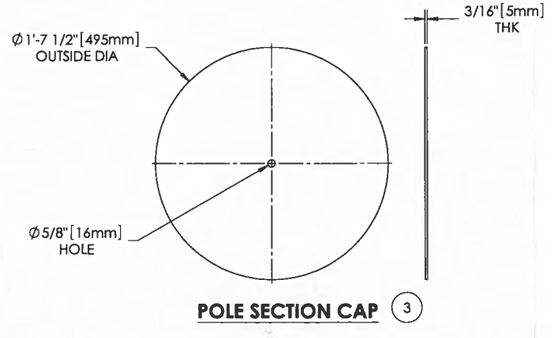


ANCHOR BOLT CLUSTER
11-0079-ABC-05



STRUCTURE ELEVATION

REF GREAT LAKES POWER DWG-L0-1
STR# SC-DE-90
THERE IS A TOTAL OF (8) STRUCTURES PER THIS DWG



POLE SECTION CAP (3)

STR (XXX)	LINE ANGLE (YYY)
A1-1:	-89.8°
A2-1:	-89.7°
A3-1:	-89.9°
NA-1:	-90.1°
1SM-4:	-98.0°
1SM-6:	87.2°
2SM-4:	-86.7°
2SM-6:	92.4°

NOTE:
(+) L.A. INDICATES RIGHT LINE ANGLE
(-) L.A. INDICATES LEFT LINE ANGLE

GENERAL NOTES:

1. POLE DESIGNED TO ASCE/SEI CUSTOMER SPECIFIED LOADING CRITERIA.
2. HOT DIP GALVANIZING PER ASTM A123, HARDWARE PER ASTM A153
3. ALL WELDING DONE PER AWS D1.1
4. MILL TEST REPORTS ARE TO BE PROVIDED FOR ALL MATERIAL.

REV	BY	DATE	REVISION

TRINITY
UTILITY STRUCTURES

DRAWN	JAY	07/27/11
CHKD	RWK/JR	08/11/11
APPD.	RWK	08/11/11
1st FILE	11-0079	
NLA		
WT	105403.84 lbmass	

GENERAL ARRGT
STRUCTURE # SC-DE-90
GREAT LAKES POWER

DRAWING NO:	SHEET	REV	SIZE
11-0079-ETS-05G	1 OF 1	D	D

Consulting Engineers
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MRW Reference P11310

October 28, 2011

Mr. Michael Krueger, Director of Operations
PowerTel Utilities Contractors Limited
150 Regional Road 10
Whitefish, ON
P0M 3E0
(705) 866-2825

Sent via email : mkrueger@powertel.ca

Re: Geotechnical Evaluation Cost Estimate
Great Lakes Power, Third Line Egress Renovations Project
Sault Ste. Marie, Ontario

1.0 INTRODUCTION

As requested, M. R. Wright & Associates Co. Ltd. (MRW) is pleased to submit the following cost estimate to perform a geotechnical evaluation and provide subsequent geotechnical design recommendations for Great Lakes Power, Third Line Egress Renovations Project in Sault Ste. Marie, Ontario.

This geotechnical cost estimate is based on the following Geotechnical Testing Specification by Power Engineers:

- *"Great Lakes Power, Third Line Egress Renovations Project, Geotechnical Testing Specification"*, Power Engineers Project Number 121912, dated September 6, 2011.

2.0 GEOTECHNICAL EVALUATION

The following geotechnical evaluation is based on advancing four 50 foot sampled boreholes to evaluate the subsurface conditions.

All boreholes will be advanced with the use of geotechnical soil sampling equipment. The drilling equipment is equipped with conventional geotechnical soil sampling equipment consisting of 6 inch diameter continuous flight hollow stem augers, standard 2 inch outside diameter split-spoon sampler, AW rods, field vanes and cone penetration testing equipment as necessary.

Soil samples will be recovered with a 2 inch outside diameter split spoon barrel in conjunction with Standard Penetration Tests (SPT), "N" values (ASTM D1586) at 2.5 foot intervals in the upper 10 feet and 5 foot intervals thereafter. The SPT "N" values will be used to give a qualitative evaluation of the compactness condition of the soil and soil stratification. If cohesive soils are encountered, field vane measurements will be performed to determine the materials undrained shear strength properties in accordance with ASTM D2573-72. Thin walled Shelby tubes will be retrieved within cohesive soils. Upon completion of each borehole, the groundwater level will be recorded.

If required, bedrock cores will be advance with an NQ sized core barrel in accordance with ASTM D2113. The bedrock type and RQD will be evaluated immediately upon core retrieval. A photograph of each rock core will be taken in the field.

If soft/loose soil conditions are encountered during the borehole investigation, the borehole will be advanced to a competent soil stratum, identified as a minimum of 5 SPT blows per foot.

The recovered soil samples and rock cores will be evaluated and logged in the field by an experienced MRW geotechnical technologist, in accordance with the Unified Soil Classification System (USCS) by ASTM D2487. Details of the soil strata and groundwater elevation will be transcribed onto borehole logs. The soil samples will then be carefully transported to our laboratory for further visual and tactile examination by a geotechnical engineer.

At the completion of the subsurface evaluation, the boreholes shall be loosely backfilled with auger cuttings and sealed with bentonite pellets to match the existing ground surface.

Routine laboratory analysis will be completed on select soil samples to determine natural moisture contents, grain size distribution, and Atterberg limits to obtain soil engineering properties in accordance with the latest ASTM standards.

In the event the soils consist of soft compressible silty clay material and the proposed design requires the existing grades to be increased, obtained Shelby tubes will be left intact to perform consolidation testing at a future date to estimate primary consolidation settlement magnitudes with the increase in effective stress.

The soil/rock samples will be stored for a 1 year period following completion of the field work.

The borehole's spatial locations and geodetic elevations will be provided by the client.

3.0 ENGINEERING ANALYSIS AND REPORTING

Upon completion of the geotechnical evaluation, MRW will prepare a geotechnical engineering report in accordance with the "Geotechnical Testing Specification", dated September 6, 2011.

The final engineering report will be signed and sealed by a licensed Professional Engineer registered in the Province of Ontario.

4.0 COST ESTIMATE

MRW is prepared to complete a geotechnical evaluation for an estimated fee of [redacted]. The following is a detailed breakdown of our estimated fees and disbursements required to complete the geotechnical evaluation:

Task	Scope of work	Estimated Fees	Estimated Disbursements
Geotechnical Technologists	• Borehole supervision and subsurface logging of four boreholes • Mobilization and demobilization • Obtain groundwater level readings 24 hours after completion of drilling • Mileage	[redacted]	[redacted]
Laboratory Testing	• Natural water contents (30 tests)	[redacted]	[redacted]
	• Grain size distribution (12 tests)	[redacted]	[redacted]
	• Atterberg limits (10 tests)	[redacted]	[redacted]

	• Water soluble sulfates and pH of soil	[redacted]	[redacted]
Geotechnical Engineer	• Project management and coordination	[redacted]	[redacted]
	• Visual and tactile review of soil samples and rock cores	[redacted]	[redacted]
	• Geotechnical evaluation and report	[redacted]	[redacted]
AutoCAD Specialist	• Borehole logs and associated drawings	[redacted]	[redacted]
Drilling Contractor (Sudbury, ON)	• Advance boreholes • Supply and install monitoring wells • Supply Shelby tubes and rock core boxes	[redacted]	[redacted]
Water Truck	• Supply water for rock coring		[redacted]
SUBTOTAL		[redacted]	[redacted]
TOTAL FEES AND DISBURSMENTS		[redacted]	

The above estimate is based on refusal depths on probable bedrock at 50 feet below the existing grade. If refusal is encountered above 50 feet, the "Geotechnical Testing Specification" requires a minimum 10 feet long bedrock core. If a 10 foot bedrock core is required an additional cost of [redacted] per rock core would be required for supervision during coring operations, logging and tactile evaluation.

The above estimate does not include Triaxial Compression Tests (UU, CH or CUPP), Consolidation Testing, or Uniaxial Compression of Bedrock. If the foundation design engineer requires this information the following unit rates would apply:

- Triaxial Testing - [redacted]
- Consolidation Testing – [redacted]
- Uniaxial Compression of Bedrock - [redacted]

If the above laboratory testing is not performed, MRW can provide accurate estimates of the information that would be obtained from the above testing. However, if there is a potential for a grade raise in excess of 600 mm we recommend consolidation testing be performed.

If Interpretation and reporting is required for consolidation testing an additional [redacted] would apply to the cost estimate.

The cost estimate is also based on the following terms:

- Prior to site mobilization, site access for drilling equipment will be provided;
- Permission to access the site will be provided by the client;
- Underground service locates supplied by client will be valid for the time the work will be performed and a copy will be provided to us;
- The borehole locations will be laid out in the field prior to site mobilization;
- An AutoCAD drawing will be provide to depict our borehole locations;
- There will be no delays caused by access constraints as a result of a third party and all parties will be are aware of the investigation prior to our site mobilization and will cooperate as required to allow for a relatively smooth normal operation.

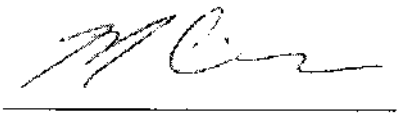
The following is a breakdown of the unit rates that may apply if additional geotechnical investigation work is required due to soft soils encountered below 50 feet:

- Senior Technologist - [redacted]
- Intermediate Technologist - [redacted]
- Senior Geotechnical Engineer - [redacted]
- Geotechnical Engineer - [redacted]
- Geotechnical Drill Rig – [redacted]
- Rock coring with NQ sized diamond core barrel - [redacted]
- Drillers Meals and Accommodations - [redacted]
- Technologist Mileage - [redacted]

5.0 CLOSURE

We trust the above information is complete and satisfactory for your requirements and we thank you for the opportunity to provide engineering/consulting services. Should you have any questions, please do not hesitate to contact the undersigned.

Respectively submitted,



Maurice Corriveau, P.Eng.
Geotechnical Engineer

LIMITATION OF LIABILITY

The services performed and outlined in our geotechnical evaluation report, will be based, in part, upon the Terms of Reference, which may include, but are not limited to, visual observations of soil samples, laboratory analyses, groundwater observations and soil bearing capacity information. Our opinion cannot be extended to portions of the site that are unavailable for direct observations, reasonably beyond the control of MRW.

It is the responsibility of the Client to disclose all known issues and information pertaining to the site prior to conducting the geotechnical evaluation. MRW cannot assume responsibility for investigations resulting from unknown issues or information, which were not brought to our attention prior to the commencement of the assignment. The possibility remains that unexpected subsurface conditions may be encountered at the site in locations not specifically investigated. Parties interpreting the geotechnical report may wish to carry out more extensive investigations. Any use which a third party makes of the geotechnical report, or any reliance on or decisions to be made based upon it, are the responsibility of such third parties. The services provided will not be subject to any expressed or implied warranties.

The total amount of all claims the client may have against MRW or any present or former partners, executive officers, directors, shareholders or employees thereof under this engagement, including but not limited to claims for negligence, negligent misrepresentation and breach of contract, shall be strictly limited to the lesser of MRW's professional fees for this assignment or $50,000. MRW shall not be liable for indirect, incidental or consequential damages such as loss of use, loss of profit, business interruption or delay as a result of the performance of the services rendered. No claim may be brought against MRW in contract or in tort more than two (2) years after the Services were completed or terminated under this agreement. This limit applies to all services on this project, whether provided under this or subsequent agreements, unless modified in writing, agreed to and signed by authorized representatives of both parties. Completion of services shall be deemed to be the last dated on any invoice issued by MRW for services provided and as such will constitute as the stature of limitations.

AUTHORIZATION TO PROCEED

By acknowledging this document through signature and date, I, the Client, hereby authorize M.R. Wright & Associates Co. Ltd. to commence with a geotechnical evaluation as identified in the preceding cost estimate, P11310 for estimated fees and disbursements of [redacted].

Signature

Date

Name

Organization

Notes:

Please sign and return this authorization to proceed form to MRW by either:

- Fax: 705-949-3026
- E-mail: m.corriveau@mrweng.ca
- Mail or in person: 71 Black Road – Unit #8, Sault Ste. Marie, Ontario, P6B 0A3

Please make cheques payable to M.R. Wright & Associates Co. Ltd.

All invoices are payable upon receipt. Interest will be charged at 2% per month (24% per annum) on any balance after 30 days from date of invoice.

TORYS LLP

Suite 3000
79 Wellington St. W.
Box 270, TD Centre
Toronto, Ontario
M5K 1N2 Canada
Tel 416.865.0040
Fax 416.865.7380

www.torys.com

May 10, 2011

delivered

Ministry of Revenue
Audit, Inspection and Resource Taxes Branch
Compliance Programs Division
33 King Street West
Oshawa, ON L1H 8H9

Attention: Patricia Hicks

Dear Ms. Hicks:

Re: Great Lakes Power Limited (transferor) - Brookfield Infrastructure Holdings (Canada) Inc. and Great Lakes Power Transmission Inc. - multiple properties (land, leasehold, easements, rights-of-way)
LTT account #753718 Case ID 1-746-676-736 (ML #1080)
LTT account #5040415 Case ID 1-707-774-464 (ML #1081)
Our File 01179-2053

We confirm the transferor and the transferee corporation, Great Lakes Power Transmission LP (by its general partner Great Lakes Power Transmission Inc.) are no longer under the common control of Brookfield Asset Management Inc.

We enclose a bank draft in the amount of $1,765,008.64 together with our firm cheque in the amount of $8.25 in payment of the applicable land transfer tax as indicated below.

Name:	Disposition Date	Original value of consideration	Original LTT exigible	Interest to May 11/2011	Total payable
Brookfield Infrastructure Holdings (Canada) Inc LTT Acct 753718	12-Mar-08	96,774,321.60	1,450,089.82	314,918.82	1,765,008.64
Great Lakes Power Transmission Inc. LTT Acct 5040415	12-Mar-08	9,678.40	48.39	8.25	8.25

Please arrange for the return of the letters of credit at your earliest convenience.

Yours truly,

Leslie Stacey Taylor
Law Clerk
Tel 416.865.7542
Fax 416.865.7380
lstacey@torys.com
LST/ak
encls

12028441.1
01179-2053

PoleCare International Inc.

NON-DESTRUCTIVE TESTING OF WOOD TRANSMISSION POLES

Third Line TS to St. Patrick St. TS
Great Lakes Power

November 2009

Table 5A: Poles with Extensive Mechanical Damage and Feathering

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 3 Algoma	17	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Joint Use	RG Tested Ok	117
# 3 Algoma	20	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use, Pole in water	Replace in 2010	120
# 3 Algoma	21	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use	Replace in 2010	121
# 3 Algoma	32	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	123

Table 5A: Poles with Extensive Mechanical Damage and Feathering

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 1 Algoma	1 Centre	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight	Dip	RG Tested Ok	2
# 1 Algoma	4	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	21
# 1 Algoma	6	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	29
# 1 Algoma	7	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Dip	RG Tested Ok	33
# 1 Algoma	8	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Bend in Pole	RG Tested Ok	37
# 1 Algoma	13	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	57
# 2 Algoma	6	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	30
# 2 Algoma	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate	Bend in Pole	RG Tested Ok	34
# 2 Algoma	9	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	42
# 2 Algoma	10	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	46

Table 5A: Poles with Extensive Mechanical Damage and Feathering

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 2 Algoma	11	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Bend in Pole	RG Tested Ok	50
# 2 Algoma	12	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	54
# 2 Algoma	13	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight, Guying (slack, broken, buried) - extensive	Bend in Pole	RG Tested Ok	58
# 3 Algoma	2	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	15
# 3 Algoma	3	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Guy guard required	RG Tested Ok	19
# 3 Algoma	5	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	27
# 3 Algoma	6	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	31
# 3 Algoma	7	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	35
# 3 Algoma	8	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	39

Table 5A: Poles with Extensive Mechanical Damage and Feathering

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 3 Algoma	9	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	43
# 3 Algoma	10	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	47
# 3 Algoma	11	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	51
# 3 Algoma	13	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	59
# 3 Algoma	14	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	61
# 3 Algoma	15	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	RG Tested, Replace in 2010	63
3 1 Algoma	12	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	53
Northern Ave	1 Right	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight		RG Tested Ok	10
Northern Ave	1 Centre	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	11
Northern Ave	1 Left	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	12
Northern Ave	3	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Internal Decay - Slight	Guy guard required	RG Tested Ok	20

Table 5A: Poles with Extensive Mechanical Damage and Feathering

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
Northern Ave	4	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Internal Decay - Slight	Guy guard required, Slack Guy Wire	RG Tested Ok	24
Northern Ave	5	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Internal Decay - Slight		RG Tested Ok	28
Northern Ave	6	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	32
Northern Ave	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	36
Northern Ave	8	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	40
Northern Ave	9	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	44
Northern Ave	10	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate, Guying (slack, broken, buried) - extensive		RG Tested Ok	48
Northern Ave	11	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	52
Northern Ave	12	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	56

Table 5A: Poles with Extensive Mechanical Damage and Feathering

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
Northern Ave	14	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	62
Northern Ave	15	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	RG Tested, Replace in 2010	64
Northern Avenue	13	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	60

NOTICE

It is recommended that wood poles are inspected and tested every 5 years. The final recommendations made in this report are based on the assumption that the 5-year inspection cycle will be adhered to by the utility. In other words, the conclusions and recommendations contained in the report are valid only for a five-year period form the year in which the poles were tested.

In analyzing the poles the effects of external load such as wind and ice are not considered; only the pole strength and mechanical condition of the poles are used. In other words the client requested no engineering analysis and none was done.

All the measurements and observations are done from the ground level and no climbing of the poles was involved.

Neither PoleCare International Inc., nor Great Lakes Power, nor any other person acting on their behalf makes any warranty, express or implied, or assumes any legal responsibility for the information presented in this report or accepts liability resulting from its use.

EXECUTIVE SUMMARY

A total of 124 in-service transmission poles were inspected to assess their structural integrity. The inspection and the analysis were done in two Parts.

Part A: Sixty four poles between 3rd Line TS and 2nd Line were tested and treated with boron rods, copper napthenate or insecticide, as required by the condition of the poles, to prevent further damage from carpenter ants.

Part B: Sixty poles between 2nd Line and Patrick St. TS were tested and treated, as required, with boron rods, copper napthenate or insecticide. No poles were treated with pole wrap because none was found with below ground-line decay.

The residual strengths of these poles were measured by using non-destructive testing equipment called Poletest.

Based on the preliminary assessment of the information gathered for each pole, a number of poles were reassessed using a Resistograph that is capable of determining the extent of degradation in wood poles.

Based on a systematic analysis of the field data, the following conclusions are made:

Part A (3rd Line TS – 2nd Line):

Number of poles recommended for replacement	7
Number of poles with carpenter ants damage	25
Number of poles with internal decay	58
Number of poles with excessive top feathering and/or excessive mechanical damage	42
Number of poles treated	58
Number of poles with limited remaining life	19

Part B (2nd Line – St. Patrick St TS):

Number of poles recommended for replacement	4
Number of poles with carpenter ants damage	12
Number of poles with internal decay	16
Number of poles with excessive top feathering and/or excessive mechanical damage	4
Number of poles treated	60
Number of poles with limited remaining life	5

The detailed analysis procedure and the results are discussed in detail in the report.

To:

Great Lakes Power, Sault Ste. Marie

NON-DESTRUCTIVE TESTING OF WOOD TRANSMISSION POLES FOR GREAT LAKES POWER

INTRODUCTION

In the summer 2009, as part of its pole management program, Great Lakes Power tested a total of about 124 in-service wood transmission poles. The inspection/testing were done in two parts.

Part A: Sixty four poles between 3rd Line TS and 2nd Line were tested and treated with boron rods, copper napthenate or insecticide, as required by the condition of the poles, to prevent further damage from carpenter ants.

Part B: Sixty poles between 2nd Line and Patrick St. TS were tested and treated, as required, with boron rods, copper napthenate or insecticide. No poles were treated with pole wrap because none was found with below ground-line decay.

TESTING TECHNIQUES

A non-destructive testing (NDT) technique was utilized as a key component of the program. The NDT equipment, POLETEST ™, originally developed by Electric Power Research Institute (EPRI) and marketed by Engineering Data Management (EDM), was used. A Resistograph, capable of measuring the relative density of wood, was used to determine the extent of degradation in selected poles.

The following is a list of major data gathered on each pole:

- Pole strength at or closer to ground line
- Physical condition at ground line area
  - Ground line rot
  - Below ground line rot
  - Carpenter ants damage
  - Surface rot etc.
  - Wood pecker damage
- Overall physical condition of pole (poor, fair or good)
- Equipment mounted on to poles
- Other related information

The information gathered was analyzed to identify the condition of each pole and sort out the poles that need replacement and treatment.

The **EDM non-destructive testing technique** applies the principles of sonic spectral wave analysis. The sonic test signal, obtained from applying the NDT technique to a wood pole, is analyzed and compared to a machine-stored database relating the sonic signal and pole strength. The sonic signal varies depending on the type of pole species, the degree of mechanical

degradation as well as other parameters that affect the material properties. By comparing the received signal to that of the stored database for the pole species, a measure of the pole strength is determined. The equipment that incorporates this technique is marketed under the name POLETEST™. The equipment is data dependent and uses a database established by EDM

The **Resistograph** is a special type of drill with a drill bit of approximately 2 mm in diameter and about 400 mm in length. The instrument is battery operated and self-powered to eliminate any external influence on the measurements. The instrument provides a measure of relative density of wood by measuring its resistance. The results are presented in a graphic form showing the relative density of wood across the pole cross section. The graph could be used to assess qualitatively the amount of degradation in the pole.

FIELD MEASUREMENTS AND OBSERVATIONS

STEP 1: The EDM Poletest was used in assessing pole strength:

- Sound the pole for weak points at various pole heights.
- Take strength reading at GL (Ground Line), perpendicular to line direction.
- If strength reading at GL is good then take readings at suspected weak points.
- If no strength reading or a very low reading is obtained then take readings at various orientations at GL.
- If a reading can't be obtained at GL then take more readings at locations above GL.
- Take as many readings as necessary for a good assessment.
- Check pole for decay, rot, mechanical damage etc.
- Using a shovel check for any decay below GL

STEP 2: After completion of testing with EDM Poletest, poles that showed marginal mechanical strength and poles for which the results were not conclusive were tested with the Resistograph

PRESENTATION OF FIELD DATA

The strength and other information gathered in the field along with some typical results are summarized below:

- The line in which the pole is located
- Pole ID Number
- Pole species (from information stamped on poles)
- Pole diameter (from measurements)
- Pole strength (from measurements)
- Pole mechanical condition (from observations)
- Comments
- Recommendations
- Probable remaining life

DATA ANALYSIS

Based on a systematic analysis procedure the following conclusions are arrived at:

Part A (3rd Line TS – 2nd Line):

- **Summary of analysis of poles inspected (Table 1A.):**

Information on the 64 poles tested/inspected along with analysis done is summarized in Table 1A.

- **Poles recommended for replacement (Table 2A)**

A total of 7 poles need replacement. These poles have varying degree of extensive degradation, both visible and hidden, at or below ground line.

- **Poles with carpenter ants infestation (Table 3A)**

A total of 25 poles were identified as having various stages of carpenter ants infestation.

- **Poles to which remedial treatment applied (Table 4A)**

Since the section of the line between the 3rd Line TS and the 2nd Line is scheduled to be replaced in a couple of years, it was decided to treat the poles to protect them from insects such as carpenter ants. Therefore the treatment applied, as required by the condition of a pole, was limited to boron rods, copper napthenate and insecticide. A total of 58 poles were treated and no pole wrap was applied to any of them.

- **Poles with extensive feathering and mechanical damage (Table 5A)**

Extensive pole top feathering and or mechanical damage were noticed in about 42 poles. These poles need a closer inspection by line crew.

- **Poles with internal decay (Table 6A)**

A total of 58 poles were identified with varying degree of internal decay.

- **Poles with limited remaining life (Table 7A)**

There are 19 poles for which the calculated probable remaining life is about 2 years. These poles are not in any immediate danger. However, in case of severe storms these 19 poles may not be safe.

Therefore it is advisable to take some measures to strengthen these structures.

- **Individual pole records (Table 8A)**

An electronic record for each of the 64 poles tested is given.

Part B (2nd Line – St. Patrick St TS):

- **Summary of analysis of poles inspected (Table 1B.):**

Information on the 60 poles tested/inspected along with analysis done is summarized in Table 1B.

- **Poles recommended for replacement (Table 2B)**

A total of 4 poles need replacement. These poles have varying degree of extensive degradation, both visible and hidden, at or below ground line.

- **Poles with carpenter ants infestation (Table 3B)**

A total of 12 poles were identified as having various stages of carpenter ants infestation.

- **Poles to which remedial treatment applied (Table 4B)**

Since the section of the line between the 2nd Line and St. Patrick St. TS is relatively new it was decided to treat the poles as required by the condition of each pole. However, each pole was treated with boron rods to provide them added protection. Therefore the treatment applied, as required by the condition of a pole, was limited to boron rods, copper napthenate and insecticide. No pole wrap was applied to any of the 60 poles treated.

- **Poles with extensive feathering and mechanical damage (Table 5B)**

Extensive pole top feathering and or mechanical damage were noticed in about 4 poles. These poles need a closer inspection by line crew.

- **Poles with internal decay (Table 6B)**

A total of 16 poles were identified with varying degree of internal decay.

- **Poles with limited remaining life (Table 7B)**

There are 5 poles for which the calculated probable remaining life is about 2 years. These poles are not in any immediate danger. However, in case of severe storms these 5 poles may not be safe.

Therefore it is advisable to take some measures to strengthen these structures.

- **Individual pole records (Table 8B)**

An electronic record for each of the 60 poles tested is given.

Part C (3rd line TS – St. Patrick St. TS)

A combined database for the two sections tested is given in Part C.

Note 1: The individual pole record provides all the information collected for each pole and the results of the analysis done.

Note 2: It should be noted that a number of poles appear under different categories because these poles have multiple mechanical defects

Because of the unpredictable nature of the external influences that would affect the remaining life of a pole it is recommended that any life prediction beyond 5 years be used with caution. It is also recommended that the poles be tested on a 5-year cycle to maintain the necessary reliability and safety.

In analyzing the poles the effects of external load such as wind and ice are not considered; only the pole strength and mechanical condition of the poles are used. In other words the client requested no engineering analysis and none was done.

COMPREHENSIVE DATABASE

- **Separate databases for Part A (3rd Line TS – 2nd Line) and Part B (2nd Line – St. Patrick St TS), containing all the information discussed in this report, are provided in MS Access format.**
- **Also attached to this report are the first pages of all the tables (except Tables 2DB and 2WA, which are given in full). All the tables in their entirety are included in the MS Database.**
- **A combined database for the two sections of the line tested is also given in MS Access format.**

NOTATIONS USED IN THE REPORT

Part A: **3rd Line TS – 2nd Line**

Part B: **2nd Line – St. Patrick St TS**

Part C: **3rd line TS – St. Patrick St. TS**

Part A: 3rd Line TS – 2nd Line

Table 1A: Summary of Pole Data

Line Number	Pole ID	Pole Strength GL (psi)	Mechanical Condition	Comments	Recommendations	Probable Remaining Life (Yrs)	Record Number
# 1 Algoma	1 Right	4210	Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Internal Decay - Moderate	Guy guard required, Slack Guy Wire	RG Tested Ok	8	1
# 1 Algoma	1 Centre	4450	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight	Dip	RG Tested Ok	12	2
# 1 Algoma	1 Left	5260	Cracks - Slight, Decay pockets at GL - Slight, Internal Decay - Slight, Guying (slack, broken, buried) - slight		RG Tested Ok	12	3
# 1 Algoma	2		Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010		13
# 1 Algoma	3	4900	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight, Guying (slack, broken, buried) - moderate	Bend in Pole, Guy guard required	RG Tested Ok	5	17
# 1 Algoma	4	4600	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	2	21
# 1 Algoma	5	5120	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Moderate, Guying (slack, broken, buried) - slight		RG Tested Ok	2	25
# 1 Algoma	6	4660	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	5	29
# 1 Algoma	7	4770	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Dip	RG Tested Ok	8	33

Table 2A: Poles for Replacement

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 1 Algoma	2	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	13
# 2 Algoma	2	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	14
# 3 Algoma	2	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	15
# 3 Algoma	7	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	35
# 3 Algoma	15	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	RG Tested, Replace in 2010	63
Northern Ave	12	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	56
Northern Ave	15	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	RG Tested, Replace in 2010	64

Table 3A: Poles Affected by Carpenter Ants

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 1 Algoma	2	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	13
# 1 Algoma	4	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	21
# 1 Algoma	5	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Moderate, Guying (slack, broken, buried) - slight		RG Tested Ok	25
# 2 Algoma	2	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	14
# 2 Algoma	5	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	26
# 2 Algoma	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate	Bend in Pole	RG Tested Ok	34
# 2 Algoma	10	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	46
# 3 Algoma	2	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	15
# 3 Algoma	3	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Guy guard required	RG Tested Ok	19

Table 4A: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 1 Algoma	1 Right	Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Internal Decay - Moderate	Guy guard required, Slack Guy Wire	Yes	Yes	Yes	No	1
# 1 Algoma	1 Centre	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight	Dip	Yes	Yes	Yes	No	2
# 1 Algoma	1 Left	Cracks - Slight, Decay pockets at GL - Slight, Internal Decay - Slight, Guying (slack, broken, buried) - slight		Yes	Yes	Yes	No	3
# 1 Algoma	2	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Yes	No	Yes	Yes	13
# 1 Algoma	3	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight, Guying (slack, broken, buried) - moderate	Bend in Pole, Guy guard required	Yes	Yes	Yes	No	17

Table 5A: Poles with Extensive Mechanical Damage and Feathering

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 1 Algoma	1 Centre	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight	Dip	RG Tested Ok	2
# 1 Algoma	4	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	21
# 1 Algoma	6	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	29
# 1 Algoma	7	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Dip	RG Tested Ok	33
# 1 Algoma	8	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Bend in Pole	RG Tested Ok	37
# 1 Algoma	13	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	57
# 2 Algoma	6	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	30
# 2 Algoma	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate	Bend in Pole	RG Tested Ok	34
# 2 Algoma	9	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	42
# 2 Algoma	10	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	46

Table 6A: Poles with Internal Decay

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 1 Algoma	1 Right	Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Internal Decay - Moderate	Guy guard required, Slack Guy Wire	RG Tested Ok	1
# 1 Algoma	1 Centre	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight	Dip	RG Tested Ok	2
# 1 Algoma	1 Left	Cracks - Slight, Decay pockets at GL - Slight, Internal Decay - Slight, Guying (slack, broken, buried) - slight		RG Tested Ok	3
Northern Ave	1 Right	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight		RG Tested Ok	10
Northern Ave	1 Centre	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	11
Northern Ave	1 Left	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	12
# 1 Algoma	2	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	13
# 2 Algoma	2	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	14
# 3 Algoma	2	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	15
Northern Ave	2	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	16
# 1 Algoma	3	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight, Guying (slack, broken, buried) - moderate	Bend in Pole, Guy guard required	RG Tested Ok	17
# 2 Algoma	3	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Slight		RG Tested Ok	18

Table 7A: Poles with Limited Remaining Life

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Remaining life (yrs)	Record Number
# 1 Algoma	4	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	21
# 1 Algoma	5	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Moderate, Guying (slack, broken, buried) - slight		RG Tested Ok	Remaining life 2 years	25
# 1 Algoma	11	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Extensive, Surface Rot below GL - Moderate, Internal Decay - Slight	Climbing Inspection Required	RG Tested Ok	Remaining life 2 years	49
# 2 Algoma	5	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	26
# 2 Algoma	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate	Bend in Pole	RG Tested Ok	Remaining life 2 years	34

Table 8A: Individual Pole Records

Line #:	# 1 Algoma	Test Date:	10-Nov-09	Record No.:	1	Pole ID:	1 Right
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	1964	Pole species:	WC	Treatment Length:	Full	Treatment Type:	Penta
Overall Pole Condition:	Good	Pole Diameter (in):	17	Pole Strength at GL (psi):	4210		
Mechanical Condition:	Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/splitting - Slight, Internal Decay - Moderate						
# of broken/chipped insulators:	0	# of small wood pecker holes:	5	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Guy guard required, Slack Guy Wire						
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:							

Part B: 2nd Line – St. Patrick St TS

Table 1B: Summary of Pole Data

Line Number	Pole ID	Pole Strength GL (psi)	Mechanical Condition	Comments	Recommendations	Probable Remaining Life (Yrs)	Record Number
# 1 Algoma	27R	5130	Cracks - Slight		No RG Required, Pole OK	36	65
# 1 Algoma	27L	4650	Carpenter ants damage - Slight, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	6	66
# 1 Algoma	28R	5220	Cracks - Slight		No RG Required, Pole OK	35	67
# 1 Algoma	28L	5090	Cracks - Slight		No RG Required, Pole OK	39	68
# 1 Algoma	29	4710	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Bend in Pole	RG Tested Ok	4	69
# 1 Algoma	29L	5100	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	4	70
# 1 Algoma	30	5370	Cracks - Slight		No RG Required, Pole OK	37	71
# 1 Algoma	31	5120	Cracks - Slight	Bend in Pole, Dip, Joint Use, Lights on Pole	RG Tested Ok	32	72
# 1 Algoma	32	5280		Dip, Joint Use	No RG Required, Pole OK	38	73
# 1 Algoma	33	5140	Cracks - Slight	Bend in Pole, Dip, Joint Use	No RG Required, Pole OK	38	74
# 1 Algoma	34	5330		Joint Use	No RG Required, Pole OK	38	75

Table 2B: Poles for Replacement

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 3 Algoma	18	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Ground Guard Required, Joint Use, Pole in water	Replace in 2010	118
# 3 Algoma	19	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Joint Use, Pole in water	Replace in 2010	119
# 3 Algoma	20	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use, Pole in water	Replace in 2010	120
# 3 Algoma	21	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use	Replace in 2010	121

Table 3B: Poles Affected by Carpenter Ants

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 1 Algoma	27L	Carpenter ants damage - Slight, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	66
# 1 Algoma	29	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Bend in Pole	RG Tested Ok	69
# 1 Algoma	29L	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	70
# 1 Algoma	45	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Joint Use, Lights on Pole	RG Tested Ok	84
# 2 & 3 Algoma	57	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	94
# 2 Algoma	29	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	114
# 3 Algoma	18	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Ground Guard Required, Joint Use, Pole in water	Replace in 2010	118
# 3 Algoma	19	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Joint Use, Pole in water	Replace in 2010	119
# 3 Algoma	20	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use, Pole in water	Replace in 2010	120
# 3 Algoma	21	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use	Replace in 2010	121
# 3 Algoma	22	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Moderate	Joint Use	RG Tested Ok	122

Table 4B: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 1 Algoma	27R	Cracks - Slight		Yes	Yes	No	No	65
# 1 Algoma	27L	Carpenter ants damage - Slight, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	66
# 1 Algoma	28R	Cracks - Slight		Yes	Yes	No	No	67
# 1 Algoma	28L	Cracks - Slight		Yes	Yes	No	No	68
# 1 Algoma	29	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Bend in Pole	Yes	Yes	Yes	Yes	69
# 1 Algoma	29L	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	70
# 1 Algoma	30	Cracks - Slight		Yes	Yes	No	No	71
# 1 Algoma	31	Cracks - Slight	Bend in Pole, Dip, Joint Use, Lights on Pole	Yes	Yes	No	No	72
# 1 Algoma	32		Dip, Joint Use	Yes	Yes	No	No	73
# 1 Algoma	33	Cracks - Slight	Bend in Pole, Dip, Joint Use	Yes	Yes	No	No	74
# 1 Algoma	34		Joint Use	Yes	Yes	No	No	75

Table 5B: Poles with Extensive Mechanical Damage and Feathering

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 3 Algoma	17	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Joint Use	RG Tested Ok	117
# 3 Algoma	20	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use, Pole in water	Replace in 2010	120
# 3 Algoma	21	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use	Replace in 2010	121
# 3 Algoma	32	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	123

Table 6B: Poles with Internal Decay

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 1 Algoma	27L	Carpenter ants damage - Slight, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	66
# 1 Algoma	29	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Bend in Pole	RG Tested Ok	69
# 1 Algoma	29L	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	70
# 1 Algoma	45	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Joint Use, Lights on Pole	RG Tested Ok	84
# 2 & 3 Algoma	57	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	94
# 2 & 3 Algoma	46	Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Guy guard required	RG Tested Ok	98
# 2 Algoma	35	Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	108
# 2 Algoma	29	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	114
# 3 Algoma	17	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Joint Use	RG Tested Ok	117
# 3 Algoma	18	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Ground Guard Required, Joint Use, Pole in water	Replace in 2010	118
# 3 Algoma	19	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Joint Use, Pole in water	Replace in 2010	119
# 3 Algoma	20	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use, Pole in water	Replace in 2010	120

Table 7B: Poles with Limited Remaining Life

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Remaining life (yrs)	Record Number
# 1 Algoma	45	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Joint Use, Lights on Pole	RG Tested Ok	Remaining life 2 years	84
# 2 & 3 Algoma	57	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	94
# 2 Algoma	29	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	114
# 3 Algoma	22	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Moderate	Joint Use	RG Tested Ok	Remaining life 2 years	122
# 3 Algoma	32	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	123

Table 8B: Individual Pole Records

Line #:	# 1 Algoma	Test Date:	11-Nov-09	Record No.:	65	Pole ID:	37R
Private Property:	No	Pole Class:	2	Pole Ht (ft):	75		
Install Date	1994	Pole species:	WC	Treatment Length:	Full	Treatment Type:	CCA
Overall Pole Condition:	Fair	Pole Diameter (in):	19	Pole Strength at GL (psi):	5130		
Mechanical Condition:	Cracks - Slight						
# of broken/chipped insulators:	0	# of small wood pecker holes:	1	# of large wood pecker holes:	4		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:							

Part C: 3rd line TS – St. Patrick St TS

A combined database for the two sections (Part A and Part B) is given in MS Access format

Table 1C: Summary of Pole Data

Line Number	Pole ID	Pole Strength GL (psi)	Mechanical Condition	Comments	Recommendations	Probable Remaining Life (Yrs)	Record Number
# 1 Algoma	1 Right	4210	Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Internal Decay - Moderate	Guy guard required, Slack Guy Wire	RG Tested Ok	8	1
# 1 Algoma	1 Centre	4450	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight	Dip	RG Tested Ok	12	2
# 1 Algoma	1 Left	5260	Cracks - Slight, Decay pockets at GL - Slight, Internal Decay - Slight, Guying (slack, broken, buried) - slight		RG Tested Ok	12	3
# 1 Algoma	2		Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010		13
# 1 Algoma	3	4900	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight, Guying (slack, broken, buried) - moderate	Bend in Pole, Guy guard required	RG Tested Ok	5	17
# 1 Algoma	4	4800	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	2	21
# 1 Algoma	5	5120	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Moderate, Guying (slack, broken, buried) - slight		RG Tested Ok	2	25
# 1 Algoma	6	4880	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	8	29
# 1 Algoma	7	4770	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Dip	RG Tested Ok	8	33

Table 1C: Summary of Pole Data

Line Number	Pole ID	Pole Strength GL (psi)	Mechanical Condition	Comments	Recommendations	Probable Remaining Life (Yrs)	Record Number
# 1 Algoma	8	5090	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Bend in Pole	RG Tested Ok	7	37
# 1 Algoma	9	5000	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight	Bend in Pole	RG Tested Ok	5	41
# 1 Algoma	10	5090	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Slight, Internal Decay - Slight		RG Tested Ok	7	45
# 1 Algoma	11	4820	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Extensive, Surface Rot below GL - Moderate, Internal Decay - Slight	Climbing Inspection Required	RG Tested Ok	2	49
# 1 Algoma	13	5060	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	7	57
# 1 Algoma	27R	5130	Cracks - Slight		No RG Required, Pole OK	38	65
# 1 Algoma	27L	4650	Carpenter ants damage - Slight, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	6	66
# 1 Algoma	28R	5220	Cracks - Slight		No RG Required, Pole OK	35	67
# 1 Algoma	28L	5090	Cracks - Slight		No RG Required, Pole OK	36	68
# 1 Algoma	29	4710	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Bend in Pole	RG Tested Ok	4	69
# 1 Algoma	29L	5100	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	4	70

Table 1C: Summary of Pole Data

Line Number	Pole ID	Pole Strength GL (psi)	Mechanical Condition	Comments	Recommendations	Probable Remaining Life (Yrs)	Record Number
# 1 Algoma	30	5370	Cracks - Slight		No RG Required, Pole OK	37	71
# 1 Algoma	31	5120	Cracks - Slight	Bend in Pole, Dip, Joint Use, Lights on Pole	RG Tested Ok	32	72
# 1 Algoma	32	5290		Dip, Joint Use	No RG Required, Pole OK	38	73
# 1 Algoma	33	5140	Cracks - Slight	Bend in Pole, Dip, Joint Use	No RG Required, Pole OK	38	74
# 1 Algoma	34	5330		Joint Use	No RG Required, Pole OK	38	75
# 1 Algoma	35	4980	Cracks - Slight	Dip, Joint Use	No RG Required, Pole OK	38	76
# 1 Algoma	36	5200	Cracks - Slight	Joint Use	No RG Required, Pole OK	38	77
# 1 Algoma	37	5420	Cracks - Slight	Dip, Joint Use	No RG Required, Pole OK	38	78
# 1 Algoma	38	5110	Cracks - Slight	Joint Use	No RG Required, Pole OK	38	79
# 1 Algoma	39	4820	Cracks - Slight	Dip, Joint Use	No RG Required, Pole OK	38	80
# 1 Algoma	40	5060	Cracks - Slight	Dip, Joint Use	No RG Required, Pole OK	38	81

Table 1C: Summary of Pole Data

Line Number	Pole ID	Pole Strength GL (psi)	Mechanical Condition	Comments	Recommendations	Probable Remaining Life (Yrs)	Record Number
# 1 Algoma	43	5240	Cracks - Slight		No RG Required, Pole OK	35	82
# 1 Algoma	44	5360	Cracks - Slight	Joint Use, Lights on Pole	No RG Required, Pole OK	37	83
# 1 Algoma	45	4770	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Joint Use, Lights on Pole	RG Tested Ok	2	84
# 1 Algoma	46	5380	Cracks - Slight	Joint Use, Lights on Pole	No RG Required, Pole OK	38	85
# 1 Algoma	47	5100	Cracks - Slight	Joint Use, Lights on Pole	No RG Required, Pole OK	38	86
# 1 Algoma	48	4860	Cracks - Slight	Joint Use, Lights on Pole	No RG Required, Pole OK	38	87
# 1 Algoma	49	5420	Cracks - Slight	Joint Use, Lights on Pole	No RG Required, Pole OK	38	88
# 1 Algoma	50	5050	Cracks - Slight	Joint Use, Lights on Pole	No RG Required, Pole OK	38	89
# 1 Algoma	51	5260	Cracks - Slight	Dip, Joint Use, Lights on Pole	No RG Required, Pole OK	38	90
# 1 Algoma	52	5400	Cracks - Slight	Joint Use, Lights on Pole	No RG Required, Pole OK	38	91
# 1 Algoma	53	5240	Cracks - Slight	Joint Use, Lights on Pole	No RG Required, Pole OK	36	92
# 2 & 3 Algoma	58	4910	Cracks - Slight		RG Tested Ok	34	93

Table 1C: Summary of Pole Data

Line Number	Pole ID	Pole Strength GL (psi)	Mechanical Condition	Comments	Recommendations	Probable Remaining Life (Yrs)	Record Number
# 2 & 3 Algoma	57	4820	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	2	94
# 2 & 3 Algoma	51	5070	Cracks - Slight		RG Tested Ok	34	95
# 2 & 3 Algoma	49	5010	Cracks - Slight		RG Tested Ok	34	96
# 2 & 3 Algoma	48	4790	Cracks - Slight		RG Tested Ok	34	97
# 2 & 3 Algoma	46	4920	Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Guy guard required	RG Tested Ok	11	98
# 2 & 3 Algoma	45	5120			RG Tested Ok	34	99
# 2 & 3 Algoma	44	5040	Cracks - Slight, Ground wire (slack, broken, buried) - extensive	Slack Guy Wire	RG Tested Ok	34	100
# 2 & 3 Algoma	43	4930	Cracks - Slight		RG Tested Ok	34	101
# 2 & 3 Algoma	42	4990	Cracks - Slight	Bend in Pole	RG Tested Ok	34	102
# 2 & 3 Algoma	41	5240	Cracks - Slight	Guy guard required, Slack Guy Wire	RG Tested Ok	33	103
# 2 & 3 Algoma	40	5370	Cracks - Slight		RG Tested Ok	33	104
# 2 & 3 Algoma	39	5150	Cracks - Slight	Guy guard required	RG Tested Ok	34	105
# 2 & 3 Algoma	38	5300	Cracks - Slight		RG Tested Ok	33	106

Table 1C: Summary of Pole Data

Line Number	Pole ID	Pole Strength GL (psi)	Mechanical Condition	Comments	Recommendations	Probable Remaining Life (Yrs)	Record Number
# 2 Algoma	1 Right	5340			No RG Required, Pole OK	40	4
# 2 Algoma	1 Centre	4920			No RG Required, Pole OK	41	5
# 2 Algoma	2		Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010		14
# 2 Algoma	3	5180	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Slight		RG Tested Ok	7	18
# 2 Algoma	4	5110	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Slight		RG Tested Ok	7	22
# 2 Algoma	5	4340	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	2	26
# 2 Algoma	6	4970	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	8	30
# 2 Algoma	7	4990	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate	Bend in Pole	RG Tested Ok	2	34

Table 1C: Summary of Pole Data

Line Number	Pole ID	Pole Strength GL (psi)	Mechanical Condition	Comments	Recommendations	Probable Remaining Life (Yrs)	Record Number
# 2 Algoma	8	5220	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	7	38
# 2 Algoma	9	5190	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	7	42
# 2 Algoma	10	4860	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	2	46
# 2 Algoma	11	4880	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Bend in Pole	RG Tested Ok	8	50
# 2 Algoma	12	4600	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	9	54
# 2 Algoma	13	5170	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight, Guying (slack, broken, buried) - extensive	Bend in Pole	RG Tested Ok	7	58
# 2 Algoma	36	4900	Cracks - Slight		RG Tested Ok	34	107
# 2 Algoma	35	4780	Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	11	108
# 2 Algoma	34	5080	Cracks - Slight		RG Tested Ok	34	109
# 2 Algoma	33	5270	Cracks - Slight		RG Tested Ok	33	110

Table 1C: Summary of Pole Data

Line Number	Pole ID	Pole Strength GL (psi)	Mechanical Condition	Comments	Recommendations	Probable Remaining Life (Yrs)	Record Number
# 2 Algoma	32	5160	Cracks - Slight		RG Tested Ok	34	111
# 2 Algoma	31	4940	Cracks - Moderate, Pole top feathering/split/rot - Slight	Dip	RG Tested Ok	33	112
# 2 Algoma	30	5200	Cracks - Slight		RG Tested Ok	33	113
# 2 Algoma	29	4520	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	2	114
# 2 Algoma	28	5330	Cracks - Slight		No RG Required, Pole OK	37	115
# 2 Algoma	27	5030	Cracks - Moderate	Pole in water	RG Tested Ok	34	116
# 2Algoma	1 Left	5120			No RG Required, Pole OK	40	6
# 3 Algoma	1 Right	5100			No RG Required, Pole OK	40	7
# 3 Algoma	1 Centre	4870			No RG Required, Pole OK	41	8
# 3 Algoma	1 Left	5090			No RG Required, Pole OK	40	9
# 3 Algoma	2		Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010		15

Table 1C: Summary of Pole Data

Line Number	Pole ID	Pole Strength GL (psi)	Mechanical Condition	Comments	Recommendations	Probable Remaining Life (Yrs)	Record Number
# 3 Algoma	3	4790	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Guy guard required	RG Tested Ok	2	19
# 3 Algoma	4	4770	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate, Guying (slack, broken, buri		RG Tested Ok	2	23
# 3 Algoma	5	4000	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	2	27
# 3 Algoma	6	4160	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	2	31
# 3 Algoma	7		Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010		35
# 3 Algoma	8	4870	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	2	39
# 3 Algoma	9	4130	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	2	43

Table 1C: Summary of Pole Data

Line Number	Pole ID	Pole Strength GL (psi)	Mechanical Condition	Comments	Recommendations	Probable Remaining Life (Yrs)	Record Number
# 3 Algoma	10	4910	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	8	47
# 3 Algoma	11	4550	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	9	51
# 3 Algoma	12	4120	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	2	55
# 3 Algoma	13	4990	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	2	59
# 3 Algoma	14	4800	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	8	61
# 3 Algoma	15		Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	RG Tested, Replace in 2010		63
# 3 Algoma	17	4410	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Joint Use	RG Tested Ok	4	117

Table 1C: Summary of Pole Data

Line Number	Pole ID	Pole Strength GL (psi)	Mechanical Condition	Comments	Recommendations	Probable Remaining Life (Yrs)	Record Number
# 3 Algoma	18		Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Ground Guard Required, Joint Use, Pole in water	Replace in 2010		118
# 3 Algoma	19		Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Joint Use, Pole in water	Replace in 2010		119
# 3 Algoma	20		Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use, Pole in water	Replace in 2010		120
# 3 Algoma	21		Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use	Replace in 2010		121
# 3 Algoma	22	4840	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Moderate	Joint Use	RG Tested Ok	2	122
# 3 Algoma	32	4370	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	2	123
# 3 Algoma	33	5020	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Internal Decay - Slight		RG Tested Ok	14	124
3 1 Algoma	12	4980	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	8	53

Table 1C: Summary of Pole Data

Line Number	Pole ID	Pole Strength GL (psi)	Mechanical Condition	Comments	Recommendations	Probable Remaining Life (Yrs)	Record Number
Northern Ave	1 Right	4780	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight		RG Tested Ok	12	10
Northern Ave	1 Centre	4640	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	9	11
Northern Ave	1 Left	4810	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	8	12
Northern Ave	2	5060	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	5	16
Northern Ave	3	5010	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Internal Decay - Slight	Guy guard required	RG Tested Ok	7	20
Northern Ave	4	5130	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Internal Decay - Slight	Guy guard required, Slack Guy Wire	RG Tested Ok	7	24
Northern Ave	5	4730	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Internal Decay - Slight		RG Tested Ok	8	28
Northern Ave	6	4010	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	2	32
Northern Ave	7	4560	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	2	36

Table 1C: Summary of Pole Data

Line Number	Pole ID	Pole Strength GL (psi)	Mechanical Condition	Comments	Recommendations	Probable Remaining Life (Yrs)	Record Number
Northern Ave	8	4400	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	2	40
Northern Ave	9	4680	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	8	44
Northern Ave	10	4770	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate, Guying (slack, broken, buried) - extensive		RG Tested Ok	2	48
Northern Ave	11	4670	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	8	52
Northern Ave	12		Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010		56
Northern Ave	14	4670	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	2	62
Northern Ave	15		Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	RG Tested, Replace in 2010		64

Table 1C: Summary of Pole Data

Line Number	Pole ID	Pole Strength GL (psi)	Mechanical Condition	Comments	Recommendations	Probable Remaining Life (Yrs)	Record Number
Northern Avenue	13	5010	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	7	60

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	65	Pole ID:	27R
Private Property:	No	Pole Class:	2	Pole Ht (ft):	75		
Install Date	1994	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Fair	Pole Diameter (in)	19	Pole Strength at GL (psi)	5130		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	1	# of large wood pecker holes:	4		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	66	Pole ID:	27L
Private Property:	No	Pole Class:	2	Pole Ht (ft):	75		
Install Date	1994	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Fair	Pole Diameter (in)	17	Pole Strength at GL (psi)	4650		
Mechanical Condition	Carpenter ants damage - Slight, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	9		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	6						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	67	Pole ID:	28R
Private Property:	No	Pole Class:	2	Pole Ht (ft):	75		
Install Date	1986	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5220		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	2		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	35						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	68	Pole ID:	28L
Private Property:	No	Pole Class:	2	Pole Ht (ft):	75		
Install Date	1986	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Fair	Pole Diameter (in)	17	Pole Strength at GL (psi)	5090		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	6		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	36						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	69	Pole ID:	29
Private Property:		Pole Class:	4	Pole Ht (ft):	65		
Install Date	1993	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	ir to Pc	Pole Diameter (in)	17	Pole Strength at GL (psi)	4710		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate						
# of broken/chipped insulators	0	# of small wood pecker holes:	1	# of large wood pecker holes:	1		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:	Bend in Pole						
Probable Remaining Life (yrs):	4						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	70	Pole ID:	29L
Private Property:	No	Pole Class:	4	Pole Ht (ft):	65		
Install Date	1993	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	ir to Pc	Pole Diameter (in)	15	Pole Strength at GL (psi)	5100		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	4						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	71	Pole ID:	30
Private Property:	No	Pole Class:	2	Pole Ht (ft):	75		
Install Date	1994	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	19	Pole Strength at GL (psi)	5370		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	2	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	37						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	72	Pole ID:	31
Private Property:	No	Pole Class:	3	Pole Ht (ft):	90		
Install Date	1973	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	17	Pole Strength at GL (psi)	5120		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Bend in Pole, Dip, Joint Use, Lights on Pole						
Probable Remaining Life (yrs):	32						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	73	Pole ID:	32
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	17	Pole Strength at GL (psi)	5290		
Mechanical Condition							
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Dip, Joint Use						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	74	Pole ID:	33
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5140		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Bend in Pole, Dip, Joint Use						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	75	Pole ID:	34
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5330		
Mechanical Condition							
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Joint Use						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	76	Pole ID:	35
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	16	Pole Strength at GL (psi)	4980		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Dip, Joint Use						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	77	Pole ID:	36
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	17	Pole Strength at GL (psi)	5200		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Joint Use						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	78	Pole ID:	37
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5420		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Dip, Joint Use						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	79	Pole ID:	38
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	17	Pole Strength at GL (psi)	5110		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Joint Use						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	80	Pole ID:	39
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	16	Pole Strength at GL (psi)	4820		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Dip, Joint Use						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	81	Pole ID:	40
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	17	Pole Strength at GL (psi)	5060		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Dip, Joint Use						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	82	Pole ID:	43
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1985	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	22	Pole Strength at GL (psi)	5240		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	35						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	83	Pole ID:	44
Private Property:	No	Pole Class:	2	Pole Ht (ft):	90		
Install Date	1994	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	20	Pole Strength at GL (psi)	5360		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Joint Use, Lights on Pole						
Probable Remaining Life (yrs):	37						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	84	Pole ID:	45
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1972	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	ir to Pc	Pole Diameter (in)	17	Pole Strength at GL (psi)	4770		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:	Joint Use, Lights on Pole						
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	85	Pole ID:	46
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	17	Pole Strength at GL (psi)	5380		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Joint Use, Lights on Pole						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	86	Pole ID:	47
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5100		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Joint Use, Lights on Pole						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	87	Pole ID:	48
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	16	Pole Strength at GL (psi)	4860		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Joint Use, Lights on Pole						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	88	Pole ID:	49
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5420		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Joint Use, Lights on Pole						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	89	Pole ID:	50
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	19	Pole Strength at GL (psi)	5050		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Joint Use, Lights on Pole						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	90	Pole ID:	51
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5260		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Dip, Joint Use, Lights on Pole						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	91	Pole ID:	52
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5400		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Joint Use, Lights on Pole						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	92	Pole ID:	53
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1992	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	22	Pole Strength at GL (psi)	5240		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Joint Use, Lights on Pole						
Probable Remaining Life (yrs):	36						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	93	Pole ID:	58
Private Property:	Yes	Pole Class:	1	Pole Ht (ft):	80		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	23	Pole Strength at GL (psi)	4910		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	94	Pole ID:	57
Private Property:	Yes	Pole Class:	1	Pole Ht (ft):	80		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	ir to Pc	Pole Diameter (in)	23	Pole Strength at GL (psi)	4820		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Modera						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	95	Pole ID:	51
Private Property:	Yes	Pole Class:	1	Pole Ht (ft):	80		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	19	Pole Strength at GL (psi)	5070		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	96	Pole ID:	49
Private Property:	No	Pole Class:	1	Pole Ht (ft):	80		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	22	Pole Strength at GL (psi)	5010		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	97	Pole ID:	48
Private Property:	No	Pole Class:	1	Pole Ht (ft):	80		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	22	Pole Strength at GL (psi)	4790		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	98	Pole ID:	46
Private Property:	No	Pole Class:	1	Pole Ht (ft):	80		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Fair	Pole Diameter (in)	22	Pole Strength at GL (psi)	4920		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:	Guy guard required						
Probable Remaining Life (yrs):	11						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	99	Pole ID:	45
Private Property:	No	Pole Class:	1	Pole Ht (ft):	90		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	24	Pole Strength at GL (psi)	5120		
Mechanical Condition							
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	100	Pole ID:	44
Private Property:	No	Pole Class:	1	Pole Ht (ft):	80		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5040		
Mechanical Condition	Cracks - Slight, Ground wire (slack, broken, buried) - extensive						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Slack Guy Wire						
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	101	Pole ID:	43
Private Property:	No	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	23	Pole Strength at GL (psi)	4930		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	102	Pole ID:	42
Private Property:	No	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	22	Pole Strength at GL (psi)	4990		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Bend in Pole						
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	103	Pole ID:	41
Private Property:	No	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	19	Pole Strength at GL (psi)	5240		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Guy guard required, Slack Guy Wire						
Probable Remaining Life (yrs):	33						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	104	Pole ID:	40
Private Property:	No	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5370		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	33						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	105	Pole ID:	39
Private Property:	No	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5150		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Guy guard required						
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	106	Pole ID:	38
Private Property:	No	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	19	Pole Strength at GL (psi)	5300		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	33						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	11-Nov-09	Record No.:	107	Pole ID:	36
Private Property:	No	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	4900		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	11-Nov-09	Record No.:	108	Pole ID:	35
Private Property:	No	Pole Class:	1	Pole Ht (ft):	80		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Fair	Pole Diameter (in)	20	Pole Strength at GL (psi)	4780		
Mechanical Condition	Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	11						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	11-Nov-09	Record No.:	109	Pole ID:	34
Private Property:	No	Pole Class:	1	Pole Ht (ft):	90		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	22	Pole Strength at GL (psi)	5080		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	11-Nov-09	Record No.:	110	Pole ID:	33
Private Property:	No	Pole Class:	1	Pole Ht (ft):	90		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	22	Pole Strength at GL (psi)	5270		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	33						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	11-Nov-09	Record No.:	111	Pole ID:	32
Private Property:	No	Pole Class:	1	Pole Ht (ft):	90		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	23	Pole Strength at GL (psi)	5160		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	11-Nov-09	Record No.:	112	Pole ID:	31
Private Property:	No	Pole Class:	1	Pole Ht (ft):	80		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Fair	Pole Diameter (in)	23	Pole Strength at GL (psi)	4940		
Mechanical Condition	Cracks - Moderate, Pole top feathering/split/rot - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Dip						
Probable Remaining Life (yrs):	33						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	11-Nov-09	Record No.:	113	Pole ID:	30
Private Property:	No	Pole Class:	1	Pole Ht (ft):	70		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5200		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	33						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	11-Nov-09	Record No.:	114	Pole ID:	29
Private Property:	No	Pole Class:	1	Pole Ht (ft):	70		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	ir to Pc	Pole Diameter (in)	22	Pole Strength at GL (psi)	4520		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Modera						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	11-Nov-09	Record No.:	115	Pole ID:	28
Private Property:	No	Pole Class:	2	Pole Ht (ft):	75		
Install Date	1994	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	17	Pole Strength at GL (psi)	5330		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	1		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	37						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 7A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	11-Nov-09	Record No.:	116	Pole ID:	27
Private Property:	No	Pole Class:	1	Pole Ht (ft):	85		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Fair	Pole Diameter (in)	22	Pole Strength at GL (psi)	5030		
Mechanical Condition	Cracks - Moderate						
# of broken/chipped insulators	0	# of small wood pecker holes:	3	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Pole in water						
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	11-Nov-09	Record No.:	117	Pole ID:	17
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1960	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	20	Pole Strength at GL (psi)	4410		
Mechanical Condition	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Joint Use						
Probable Remaining Life (yrs):	4						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	11-Nov-09	Record No.:	118	Pole ID:	18
Private Property:	Yes	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1955	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	20	Pole Strength at GL (psi)			
Mechanical Condition	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	No	Copper used?	Yes	Insecticide used?	Yes
Comments:	Ground Guard Required, Joint Use, Pole in water						
Probable Remaining Life (yrs):							
Other Comments:	Transformer on pole						
Recommendations:	Replace in 2010						

Table 7A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	11-Nov-09	Record No.:	119	Pole ID:	19
Private Property:	Yes	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1955	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	20	Pole Strength at GL (psi)			
Mechanical Condition	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot -						
# of broken/chipped insulators	0	# of small wood pecker holes:	7	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	No	Copper used?	Yes	Insecticide used?	Yes
Comments:	Joint Use, Pole in water						
Probable Remaining Life (yrs):							
Other Comments:	Transformer on pole						
Recommendations:	Replace in 2010						

Table 7A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	11-Nov-09	Record No.:	120	Pole ID:	20
Private Property:	Yes	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1955	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	20	Pole Strength at GL (psi)			
Mechanical Condition	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	No	Copper used?	Yes	Insecticide used?	Yes
Comments:	Dip, Joint Use, Pole in water						
Probable Remaining Life (yrs):							
Other Comments:							
Recommendations:	Replace in 2010						

Table 7A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	11-Nov-09	Record No.:	121	Pole ID:	21
Private Property:	No	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1955	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	20	Pole Strength at GL (psi)			
Mechanical Condition	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	1		
Treatment required ?	Yes	Rods used ?	No	Copper used?	Yes	Insecticide used?	Yes
Comments:	Dip, Joint Use						
Probable Remaining Life (yrs):							
Other Comments:	Transformer on pole						
Recommendations:	Replace in 2010						

Table 7A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	11-Nov-09	Record No.:	122	Pole ID:	22
Private Property:	No	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1955	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	20	Pole Strength at GL (psi)	4840		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:	Joint Use						
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	11-Nov-09	Record No.:	123	Pole ID:	32
Private Property:	No	Pole Class:	2	Pole Ht (ft):	75		
Install Date	1955	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	16	Pole Strength at GL (psi)	4370		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	11-Nov-09	Record No.:	124	Pole ID:	33
Private Property:	Yes	Pole Class:	3	Pole Ht (ft):	75		
Install Date	1972	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Fair	Pole Diameter (in)	16	Pole Strength at GL (psi)	5020		
Mechanical Condition	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Internal Decay - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	14						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 7A: Individual Pole Records

Table 8A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	1	Pole ID:	1 Right
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	1964	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	17	Pole Strength at GL (psi)	4210		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Internal Decay - Moderate						
# of broken/chipped insulators	0	# of small wood pecker holes:	5	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Guy guard required, Slack Guy Wire						
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	2	Pole ID:	1 Centre
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	1964	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Fair	Pole Diameter (in)	14	Pole Strength at GL (psi)	4450		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Dip						
Probable Remaining Life (yrs):	12						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	3	Pole ID:	1 Left
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	1964	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Fair	Pole Diameter (in)	14	Pole Strength at GL (psi)	5260		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Internal Decay - Slight, Guying (slack, broken, buried) - slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	12						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	4	Pole ID:	1 Right
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	2005	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	16	Pole Strength at GL (psi)	5340		
Mechanical Condition							
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	No	Rods used ?		Copper used?		Insecticide used?	
Comments:							
Probable Remaining Life (yrs):	40						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	5	Pole ID:	1 Centre
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	2005	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	16	Pole Strength at GL (psi)	4920		
Mechanical Condition							
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	No	Rods used ?		Copper used?		Insecticide used?	
Comments:							
Probable Remaining Life (yrs):	41						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8A: Individual Pole Records

Line #:	# 2Algoma	Test Date	10-Nov-09	Record No.:	6	Pole ID:	1 Left
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	2005	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	17	Pole Strength at GL (psi)	5120		
Mechanical Condition							
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	No	Rods used ?		Copper used?		Insecticide used?	
Comments:							
Probable Remaining Life (yrs):	40						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	7	Pole ID:	1 Right
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	2005	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	16	Pole Strength at GL (psi)	5100		
Mechanical Condition							
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	No	Rods used ?		Copper used?		Insecticide used?	
Comments:							
Probable Remaining Life (yrs):	40						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	8	Pole ID:	1 Centre
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	2005	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	15	Pole Strength at GL (psi)	4870		
Mechanical Condition							
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	No	Rods used ?		Copper used?		Insecticide used?	
Comments:							
Probable Remaining Life (yrs):	41						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	9	Pole ID:	1 Left
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	2005	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition		Pole Diameter (in)	16	Pole Strength at GL (psi)	5090		
Mechanical Condition							
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	No	Rods used ?		Copper used?		Insecticide used?	
Comments:							
Probable Remaining Life (yrs):	40						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8A: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	10	Pole ID:	1 Right
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	1964	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition		Pole Diameter (in)	14	Pole Strength at GL (psi)	4780		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	12						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	11	Pole ID:	1 Centre
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	1960	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	15	Pole Strength at GL (psi)	4640		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	9						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	12	Pole ID:	1 Left
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	1960	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	16	Pole Strength at GL (psi)	4810		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	13	Pole ID:	2
Private Property:	No	Pole Class:	2	Pole Ht (ft):	65		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	16	Pole Strength at GL (psi)			
Mechanical Condition	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot -						
# of broken/chipped insulators	0	# of small wood pecker holes:	3	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	No	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):							
Other Comments:							
Recommendations:	Replace in 2010						

Table 8A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	14	Pole ID:	2
Private Property:	No	Pole Class:	2	Pole Ht (ft):	65		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	16	Pole Strength at GL (psi)			
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	2	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	No	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):							
Other Comments:							
Recommendations:	Replace in 2010						

Table 8A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	15	Pole ID:	2
Private Property:	No	Pole Class:	2	Pole Ht (ft):	65		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	15	Pole Strength at GL (psi)			
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	No	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):							
Other Comments:							
Recommendations:	Replace in 2010						

Table 8A: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	16	Pole ID:	2
Private Property:	No	Pole Class:	2	Pole Ht (ft):	65		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Fair	Pole Diameter (in)	16	Pole Strength at GL (psi)	5060		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Modera						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	5						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	17	Pole ID:	3
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	16	Pole Strength at GL (psi)	4900		
Mechanical Condition	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Bend in Pole, Guy guard required						
Probable Remaining Life (yrs):	5						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	18	Pole ID:	3
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Fair	Pole Diameter (in)	15	Pole Strength at GL (psi)	5180		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight,						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	7						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	19	Pole ID:	3
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	16	Pole Strength at GL (psi)	4790		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot						
# of broken/chipped insulators	0	# of small wood pecker holes:	6	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:	Guy guard required						
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	20	Pole ID:	3
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Fair	Pole Diameter (in)	16	Pole Strength at GL (psi)	5010		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slig						
# of broken/chipped insulators	0	# of small wood pecker holes:	8	# of large wood pecker holes:	2		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Guy guard required						
Probable Remaining Life (yrs):	7						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	21	Pole ID:	4
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	4800		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	22	Pole ID:	4
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Fair	Pole Diameter (in)	18	Pole Strength at GL (psi)	5110		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight,						
# of broken/chipped insulators	0	# of small wood pecker holes:	3	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	7						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	23	Pole ID:	4
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	19	Pole Strength at GL (psi)	4770		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot						
# of broken/chipped insulators	0	# of small wood pecker holes:	2	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	24	Pole ID:	4
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Fair	Pole Diameter (in)	18	Pole Strength at GL (psi)	5130		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slig						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Guy guard required, Slack Guy Wire						
Probable Remaining Life (yrs):	7						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	25	Pole ID:	5
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	5120		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	26	Pole ID:	5
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	19	Pole Strength at GL (psi)	4340		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	3	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	27	Pole ID:	5
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	4000		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot						
# of broken/chipped insulators	0	# of small wood pecker holes:	10	# of large wood pecker holes:	7		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	28	Pole ID:	5
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	18	Pole Strength at GL (psi)	4730		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slig						
# of broken/chipped insulators	0	# of small wood pecker holes:	2	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	29	Pole ID:	6
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	16	Pole Strength at GL (psi)	4880		
Mechanical Condition	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	30	Pole ID:	6
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	17	Pole Strength at GL (psi)	4970		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	3	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	31	Pole ID:	6
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	17	Pole Strength at GL (psi)	4160		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	4	# of large wood pecker holes:	1		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	32	Pole ID:	6
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	4010		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot						
# of broken/chipped insulators	0	# of small wood pecker holes:	10	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	33	Pole ID:	7
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	4770		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	4	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Dip						
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	34	Pole ID:	7
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	4990		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	3	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:	Bend in Pole						
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	35	Pole ID:	7
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	18	Pole Strength at GL (psi)			
Mechanical Condition	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot -						
# of broken/chipped insulators	0	# of small wood pecker holes:	7	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	No	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):							
Other Comments:	Moderate wood loss/shell rot						
Recommendations:	Replace in 2010						

Table 8A: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	36	Pole ID:	7
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	17	Pole Strength at GL (psi)	4560		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	2	# of large wood pecker holes:	1		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	37	Pole ID:	8
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	5090		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Bend in Pole						
Probable Remaining Life (yrs):	7						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	38	Pole ID:	8
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Fair	Pole Diameter (in)	19	Pole Strength at GL (psi)	5220		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Modera						
# of broken/chipped insulators	0	# of small wood pecker holes:	2	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	7						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	39	Pole ID:	8
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	19	Pole Strength at GL (psi)	4870		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	40	Pole ID:	8
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	16	Pole Strength at GL (psi)	4400		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	4	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	41	Pole ID:	9
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	17	Pole Strength at GL (psi)	5000		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Bend in Pole						
Probable Remaining Life (yrs):	5						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	42	Pole ID:	9
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	19	Pole Strength at GL (psi)	5190		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	2	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	7						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	43	Pole ID:	9
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	4130		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	4	# of large wood pecker holes:	1		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	44	Pole ID:	9
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	19	Pole Strength at GL (psi)	4680		
Mechanical Condition	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	45	Pole ID:	10
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition		Pole Diameter (in)	17	Pole Strength at GL (psi)	5090		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Slight, Internal Decay - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	2	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	7						
Other Comments:	Pole in pavement, Moderate wood loss/shell rot						
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	46	Pole ID:	10
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	19	Pole Strength at GL (psi)	4860		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Moderate wood loss/shell rot, Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	47	Pole ID:	10
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	4910		
Mechanical Condition	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	8						
Other Comments:	Pole in pavement						
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	48	Pole ID:	10
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	20	Pole Strength at GL (psi)	4770		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Pole in pavement, Moderate wood loss/shell rot, Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	49	Pole ID:	11
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	19	Pole Strength at GL (psi)	4820		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Extensive, Surface Rot below GL - Moderat						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Climbing Inspection Required						
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	50	Pole ID:	11
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	4880		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Bend in Pole						
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	51	Pole ID:	11
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	4550		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	9						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	52	Pole ID:	11
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	4670		
Mechanical Condition	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	3 1 Algoma	Test Date	10-Nov-09	Record No.:	53	Pole ID:	12
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	17	Pole Strength at GL (psi)	4980		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	54	Pole ID:	12
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	17	Pole Strength at GL (psi)	4600		
Mechanical Condition	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	9						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	55	Pole ID:	12
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	21	Pole Strength at GL (psi)	4120		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	56	Pole ID:	12
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	19	Pole Strength at GL (psi)			
Mechanical Condition	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	No	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):							
Other Comments:							
Recommendations:	Replace in 2010						

Table 8A: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	57	Pole ID:	13
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	5060		
Mechanical Condition	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	7						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	58	Pole ID:	13
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	19	Pole Strength at GL (psi)	5170		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Bend in Pole						
Probable Remaining Life (yrs):	7						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	59	Pole ID:	13
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	17	Pole Strength at GL (psi)	4990		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	Northern Avenue	Test Date	10-Nov-09	Record No.:	60	Pole ID:	13
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	5010		
Mechanical Condition	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	7						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	61	Pole ID:	14
Private Property:	No	Pole Class:	2	Pole Ht (ft):	90		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	21	Pole Strength at GL (psi)	4800		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	62	Pole ID:	14
Private Property:	No	Pole Class:	2	Pole Ht (ft):	90		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	4670		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8A: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	63	Pole ID:	15
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	18	Pole Strength at GL (psi)			
Mechanical Condition	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	No	Copper used?	Yes	Insecticide used?	Yes
Comments:	Guy guard required						
Probable Remaining Life (yrs):							
Other Comments:							
Recommendations:	RG Tested, Replace in 2010						

Table 8A: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	64	Pole ID:	15
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	19	Pole Strength at GL (psi)			
Mechanical Condition	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	No	Copper used?	Yes	Insecticide used?	Yes
Comments:	Guy guard required						
Probable Remaining Life (yrs):							
Other Comments:							
Recommendations:	RG Tested, Replace in 2010						

Table 8A: Individual Pole Records

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	1	Pole ID:	1 Right
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	1964	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	17	Pole Strength at GL (psi)	4210		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Internal Decay - Moderate						
# of broken/chipped insulators	0	# of small wood pecker holes:	5	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Guy guard required, Slack Guy Wire						
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	2	Pole ID:	1 Centre
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	1964	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Fair	Pole Diameter (in)	14	Pole Strength at GL (psi)	4450		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Dip						
Probable Remaining Life (yrs):	12						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	3	Pole ID:	1 Left
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	1964	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Fair	Pole Diameter (in)	14	Pole Strength at GL (psi)	5260		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Internal Decay - Slight, Guying (slack, broken, buried) - slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	12						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	4	Pole ID:	1 Right
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	2005	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	16	Pole Strength at GL (psi)	5340		
Mechanical Condition							
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	No	Rods used ?		Copper used?		Insecticide used?	
Comments:							
Probable Remaining Life (yrs):	40						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	5	Pole ID:	1 Centre
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	2005	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	16	Pole Strength at GL (psi)	4920		
Mechanical Condition							
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	No	Rods used ?		Copper used?		Insecticide used?	
Comments:							
Probable Remaining Life (yrs):	41						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 2Algoma	Test Date	10-Nov-09	Record No.:	6	Pole ID:	1 Left
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	2005	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	17	Pole Strength at GL (psi)	5120		
Mechanical Condition							
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	No	Rods used ?		Copper used?		Insecticide used?	
Comments:							
Probable Remaining Life (yrs):	40						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	7	Pole ID:	1 Right
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	2005	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	16	Pole Strength at GL (psi)	5100		
Mechanical Condition							
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	No	Rods used ?		Copper used?		Insecticide used?	
Comments:							
Probable Remaining Life (yrs):	40						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	8	Pole ID:	1 Centre
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	2005	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	15	Pole Strength at GL (psi)	4870		
Mechanical Condition							
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	No	Rods used ?		Copper used?		Insecticide used?	
Comments:							
Probable Remaining Life (yrs):	41						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	9	Pole ID:	1 Left
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	2005	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition		Pole Diameter (in)	16	Pole Strength at GL (psi)	5090		
Mechanical Condition							
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	No	Rods used ?		Copper used?		Insecticide used?	
Comments:							
Probable Remaining Life (yrs):	40						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	10	Pole ID:	1 Right
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	1964	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition		Pole Diameter (in)	14	Pole Strength at GL (psi)	4780		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	12						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	11	Pole ID:	1 Centre
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	1960	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	15	Pole Strength at GL (psi)	4640		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	9						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	12	Pole ID:	1 Left
Private Property:	No	Pole Class:	2	Pole Ht (ft):	60		
Install Date	1960	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	16	Pole Strength at GL (psi)	4810		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	13	Pole ID:	2
Private Property:	No	Pole Class:	2	Pole Ht (ft):	65		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	16	Pole Strength at GL (psi)			
Mechanical Condition	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot -						
# of broken/chipped insulators	0	# of small wood pecker holes:	3	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	No	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):							
Other Comments:							
Recommendations:	Replace in 2010						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	14	Pole ID:	2
Private Property:	No	Pole Class:	2	Pole Ht (ft):	65		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	16	Pole Strength at GL (psi)			
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	2	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	No	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):							
Other Comments:							
Recommendations:	Replace in 2010						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	15	Pole ID:	2
Private Property:	No	Pole Class:	2	Pole Ht (ft):	65		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	15	Pole Strength at GL (psi)			
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	No	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):							
Other Comments:							
Recommendations:	Replace in 2010						

Table 8C: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	16	Pole ID:	2
Private Property:	No	Pole Class:	2	Pole Ht (ft):	65		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Fair	Pole Diameter (in)	16	Pole Strength at GL (psi)	5060		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Modera						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	5						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	17	Pole ID:	3
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	16	Pole Strength at GL (psi)	4900		
Mechanical Condition	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Bend in Pole, Guy guard required						
Probable Remaining Life (yrs):	5						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	18	Pole ID:	3
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Fair	Pole Diameter (in)	15	Pole Strength at GL (psi)	5180		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight,						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	7						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	19	Pole ID:	3
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	16	Pole Strength at GL (psi)	4790		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot						
# of broken/chipped insulators	0	# of small wood pecker holes:	6	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:	Guy guard required						
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	20	Pole ID:	3
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Fair	Pole Diameter (in)	16	Pole Strength at GL (psi)	5010		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slig						
# of broken/chipped insulators	0	# of small wood pecker holes:	8	# of large wood pecker holes:	2		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Guy guard required						
Probable Remaining Life (yrs):	7						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	21	Pole ID:	4
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	4800		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	22	Pole ID:	4
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Fair	Pole Diameter (in)	18	Pole Strength at GL (psi)	5110		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight,						
# of broken/chipped insulators	0	# of small wood pecker holes:	3	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	7						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	23	Pole ID:	4
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	19	Pole Strength at GL (psi)	4770		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot						
# of broken/chipped insulators	0	# of small wood pecker holes:	2	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	24	Pole ID:	4
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1964	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Fair	Pole Diameter (in)	18	Pole Strength at GL (psi)	5130		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slig						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Guy guard required, Slack Guy Wire						
Probable Remaining Life (yrs):	7						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	25	Pole ID:	5
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	5120		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	26	Pole ID:	5
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	19	Pole Strength at GL (psi)	4340		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	3	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	27	Pole ID:	5
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	4000		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot						
# of broken/chipped insulators	0	# of small wood pecker holes:	10	# of large wood pecker holes:	7		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	28	Pole ID:	5
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	18	Pole Strength at GL (psi)	4730		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slig						
# of broken/chipped insulators	0	# of small wood pecker holes:	2	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	29	Pole ID:	6
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	16	Pole Strength at GL (psi)	4880		
Mechanical Condition	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	30	Pole ID:	6
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	17	Pole Strength at GL (psi)	4970		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	3	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	31	Pole ID:	6
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	17	Pole Strength at GL (psi)	4160		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	4	# of large wood pecker holes:	1		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	32	Pole ID:	6
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	4010		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot						
# of broken/chipped insulators	0	# of small wood pecker holes:	10	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	33	Pole ID:	7
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	4770		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	4	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Dip						
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	34	Pole ID:	7
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	4990		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	3	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:	Bend in Pole						
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	35	Pole ID:	7
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	18	Pole Strength at GL (psi)			
Mechanical Condition	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot -						
# of broken/chipped insulators	0	# of small wood pecker holes:	7	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	No	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):							
Other Comments:	Moderate wood loss/shell rot						
Recommendations:	Replace in 2010						

Table 8C: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	36	Pole ID:	7
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	17	Pole Strength at GL (psi)	4560		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	2	# of large wood pecker holes:	1		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	37	Pole ID:	8
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	5090		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Bend in Pole						
Probable Remaining Life (yrs):	7						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	38	Pole ID:	8
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Fair	Pole Diameter (in)	19	Pole Strength at GL (psi)	5220		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Modera						
# of broken/chipped insulators	0	# of small wood pecker holes:	2	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	7						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	39	Pole ID:	8
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	19	Pole Strength at GL (psi)	4870		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	40	Pole ID:	8
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	16	Pole Strength at GL (psi)	4400		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	4	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	41	Pole ID:	9
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	17	Pole Strength at GL (psi)	5000		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Bend in Pole						
Probable Remaining Life (yrs):	5						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	42	Pole ID:	9
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	19	Pole Strength at GL (psi)	5190		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	2	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	7						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	43	Pole ID:	9
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	4130		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	4	# of large wood pecker holes:	1		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	44	Pole ID:	9
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	19	Pole Strength at GL (psi)	4680		
Mechanical Condition	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	45	Pole ID:	10
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition		Pole Diameter (in)	17	Pole Strength at GL (psi)	5090		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Slight, Internal Decay - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	2	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	7						
Other Comments:	Pole in pavement, Moderate wood loss/shell rot						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	46	Pole ID:	10
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	19	Pole Strength at GL (psi)	4860		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Moderate wood loss/shell rot, Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	47	Pole ID:	10
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	4910		
Mechanical Condition	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	8						
Other Comments:	Pole in pavement						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	48	Pole ID:	10
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	20	Pole Strength at GL (psi)	4770		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Pole in pavement, Moderate wood loss/shell rot, Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	49	Pole ID:	11
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	19	Pole Strength at GL (psi)	4820		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Extensive, Surface Rot below GL - Moderat						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Climbing Inspection Required						
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	50	Pole ID:	11
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	4880		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Bend in Pole						
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	51	Pole ID:	11
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	4550		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	9						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	52	Pole ID:	11
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	4670		
Mechanical Condition	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	3 1 Algoma	Test Date	10-Nov-09	Record No.:	53	Pole ID:	12
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	17	Pole Strength at GL (psi)	4980		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	54	Pole ID:	12
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	17	Pole Strength at GL (psi)	4600		
Mechanical Condition	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	9						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	55	Pole ID:	12
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	21	Pole Strength at GL (psi)	4120		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	56	Pole ID:	12
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	19	Pole Strength at GL (psi)			
Mechanical Condition	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	No	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):							
Other Comments:							
Recommendations:	Replace in 2010						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	10-Nov-09	Record No.:	57	Pole ID:	13
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	5060		
Mechanical Condition	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	7						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	10-Nov-09	Record No.:	58	Pole ID:	13
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	19	Pole Strength at GL (psi)	5170		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Bend in Pole						
Probable Remaining Life (yrs):	7						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	59	Pole ID:	13
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	17	Pole Strength at GL (psi)	4990		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	Northern Avenue	Test Date	10-Nov-09	Record No.:	60	Pole ID:	13
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	5010		
Mechanical Condition	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	7						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	61	Pole ID:	14
Private Property:	No	Pole Class:	2	Pole Ht (ft):	90		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	21	Pole Strength at GL (psi)	4800		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Mo						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	8						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	62	Pole ID:	14
Private Property:	No	Pole Class:	2	Pole Ht (ft):	90		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	18	Pole Strength at GL (psi)	4670		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	10-Nov-09	Record No.:	63	Pole ID:	15
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	18	Pole Strength at GL (psi)			
Mechanical Condition	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	No	Copper used?	Yes	Insecticide used?	Yes
Comments:	Guy guard required						
Probable Remaining Life (yrs):							
Other Comments:							
Recommendations:	RG Tested, Replace in 2010						

Table 8C: Individual Pole Records

Line #:	Northern Ave	Test Date	10-Nov-09	Record No.:	64	Pole ID:	15
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1963	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	19	Pole Strength at GL (psi)			
Mechanical Condition	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	No	Copper used?	Yes	Insecticide used?	Yes
Comments:	Guy guard required						
Probable Remaining Life (yrs):							
Other Comments:							
Recommendations:	RG Tested, Replace in 2010						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	65	Pole ID:	27R
Private Property:	No	Pole Class:	2	Pole Ht (ft):	75		
Install Date	1994	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Fair	Pole Diameter (in)	19	Pole Strength at GL (psi)	5130		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	1	# of large wood pecker holes:	4		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	66	Pole ID:	27L
Private Property:	No	Pole Class:	2	Pole Ht (ft):	75		
Install Date	1994	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Fair	Pole Diameter (in)	17	Pole Strength at GL (psi)	4650		
Mechanical Condition	Carpenter ants damage - Slight, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	9		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	6						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	67	Pole ID:	28R
Private Property:	No	Pole Class:	2	Pole Ht (ft):	75		
Install Date	1986	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5220		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	2		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	35						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	68	Pole ID:	28L
Private Property:	No	Pole Class:	2	Pole Ht (ft):	75		
Install Date	1986	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Fair	Pole Diameter (in)	17	Pole Strength at GL (psi)	5090		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	6		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	36						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	69	Pole ID:	29
Private Property:		Pole Class:	4	Pole Ht (ft):	65		
Install Date	1993	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	ir to Pc	Pole Diameter (in)	17	Pole Strength at GL (psi)	4710		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate						
# of broken/chipped insulators	0	# of small wood pecker holes:	1	# of large wood pecker holes:	1		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:	Bend in Pole						
Probable Remaining Life (yrs):	4						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	70	Pole ID:	29L
Private Property:	No	Pole Class:	4	Pole Ht (ft):	65		
Install Date	1993	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	ir to Pc	Pole Diameter (in)	15	Pole Strength at GL (psi)	5100		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	4						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	71	Pole ID:	30
Private Property:	No	Pole Class:	2	Pole Ht (ft):	75		
Install Date	1994	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	19	Pole Strength at GL (psi)	5370		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	2	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	37						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	72	Pole ID:	31
Private Property:	No	Pole Class:	3	Pole Ht (ft):	90		
Install Date	1973	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	17	Pole Strength at GL (psi)	5120		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Bend in Pole, Dip, Joint Use, Lights on Pole						
Probable Remaining Life (yrs):	32						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	73	Pole ID:	32
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	17	Pole Strength at GL (psi)	5290		
Mechanical Condition							
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Dip, Joint Use						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	74	Pole ID:	33
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5140		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Bend in Pole, Dip, Joint Use						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	75	Pole ID:	34
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5330		
Mechanical Condition							
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Joint Use						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	76	Pole ID:	35
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	16	Pole Strength at GL (psi)	4980		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Dip, Joint Use						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	77	Pole ID:	36
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	17	Pole Strength at GL (psi)	5200		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Joint Use						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	78	Pole ID:	37
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5420		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Dip, Joint Use						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	79	Pole ID:	38
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	17	Pole Strength at GL (psi)	5110		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Joint Use						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	80	Pole ID:	39
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	16	Pole Strength at GL (psi)	4820		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Dip, Joint Use						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	81	Pole ID:	40
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	17	Pole Strength at GL (psi)	5060		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Dip, Joint Use						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	82	Pole ID:	43
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1985	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	22	Pole Strength at GL (psi)	5240		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	35						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	83	Pole ID:	44
Private Property:	No	Pole Class:	2	Pole Ht (ft):	90		
Install Date	1994	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	20	Pole Strength at GL (psi)	5360		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Joint Use, Lights on Pole						
Probable Remaining Life (yrs):	37						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	84	Pole ID:	45
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1972	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	ir to Pc	Pole Diameter (in)	17	Pole Strength at GL (psi)	4770		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:	Joint Use, Lights on Pole						
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	85	Pole ID:	46
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	17	Pole Strength at GL (psi)	5380		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Joint Use, Lights on Pole						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	86	Pole ID:	47
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5100		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Joint Use, Lights on Pole						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	87	Pole ID:	48
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	16	Pole Strength at GL (psi)	4860		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Joint Use, Lights on Pole						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	88	Pole ID:	49
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5420		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Joint Use, Lights on Pole						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	89	Pole ID:	50
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	19	Pole Strength at GL (psi)	5050		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Joint Use, Lights on Pole						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	90	Pole ID:	51
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5260		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Dip, Joint Use, Lights on Pole						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	91	Pole ID:	52
Private Property:	No	Pole Class:	2	Pole Ht (ft):	80		
Install Date	1995	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5400		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Joint Use, Lights on Pole						
Probable Remaining Life (yrs):	38						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 1 Algoma	Test Date	11-Nov-09	Record No.:	92	Pole ID:	53
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1992	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	22	Pole Strength at GL (psi)	5240		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Joint Use, Lights on Pole						
Probable Remaining Life (yrs):	36						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	93	Pole ID:	58
Private Property:	Yes	Pole Class:	1	Pole Ht (ft):	80		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	23	Pole Strength at GL (psi)	4910		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	94	Pole ID:	57
Private Property:	Yes	Pole Class:	1	Pole Ht (ft):	80		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	ir to Pc	Pole Diameter (in)	23	Pole Strength at GL (psi)	4820		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Modera						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	95	Pole ID:	51
Private Property:	Yes	Pole Class:	1	Pole Ht (ft):	80		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	19	Pole Strength at GL (psi)	5070		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	96	Pole ID:	49
Private Property:	No	Pole Class:	1	Pole Ht (ft):	80		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	22	Pole Strength at GL (psi)	5010		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	97	Pole ID:	48
Private Property:	No	Pole Class:	1	Pole Ht (ft):	80		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	22	Pole Strength at GL (psi)	4790		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	98	Pole ID:	46
Private Property:	No	Pole Class:	1	Pole Ht (ft):	80		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Fair	Pole Diameter (in)	22	Pole Strength at GL (psi)	4920		
Mechanical Condition	Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:	Guy guard required						
Probable Remaining Life (yrs):	11						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	99	Pole ID:	45
Private Property:	No	Pole Class:	1	Pole Ht (ft):	90		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	24	Pole Strength at GL (psi)	5120		
Mechanical Condition							
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	100	Pole ID:	44
Private Property:	No	Pole Class:	1	Pole Ht (ft):	80		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5040		
Mechanical Condition	Cracks - Slight, Ground wire (slack, broken, buried) - extensive						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Slack Guy Wire						
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	101	Pole ID:	43
Private Property:	No	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	23	Pole Strength at GL (psi)	4930		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	102	Pole ID:	42
Private Property:	No	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	22	Pole Strength at GL (psi)	4990		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Bend in Pole						
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	103	Pole ID:	41
Private Property:	No	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	19	Pole Strength at GL (psi)	5240		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Guy guard required, Slack Guy Wire						
Probable Remaining Life (yrs):	33						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	104	Pole ID:	40
Private Property:	No	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5370		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	33						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	105	Pole ID:	39
Private Property:	No	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5150		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Guy guard required						
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 & 3 Algoma	Test Date	11-Nov-09	Record No.:	106	Pole ID:	38
Private Property:	No	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	19	Pole Strength at GL (psi)	5300		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	33						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	11-Nov-09	Record No.:	107	Pole ID:	36
Private Property:	No	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	4900		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	11-Nov-09	Record No.:	108	Pole ID:	35
Private Property:	No	Pole Class:	1	Pole Ht (ft):	80		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Fair	Pole Diameter (in)	20	Pole Strength at GL (psi)	4780		
Mechanical Condition	Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	11						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	11-Nov-09	Record No.:	109	Pole ID:	34
Private Property:	No	Pole Class:	1	Pole Ht (ft):	90		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	22	Pole Strength at GL (psi)	5080		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	11-Nov-09	Record No.:	110	Pole ID:	33
Private Property:	No	Pole Class:	1	Pole Ht (ft):	90		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	22	Pole Strength at GL (psi)	5270		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	33						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	11-Nov-09	Record No.:	111	Pole ID:	32
Private Property:	No	Pole Class:	1	Pole Ht (ft):	90		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	23	Pole Strength at GL (psi)	5160		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	11-Nov-09	Record No.:	112	Pole ID:	31
Private Property:	No	Pole Class:	1	Pole Ht (ft):	80		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Fair	Pole Diameter (in)	23	Pole Strength at GL (psi)	4940		
Mechanical Condition	Cracks - Moderate, Pole top feathering/split/rot - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Dip						
Probable Remaining Life (yrs):	33						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	11-Nov-09	Record No.:	113	Pole ID:	30
Private Property:	No	Pole Class:	1	Pole Ht (ft):	70		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Good	Pole Diameter (in)	18	Pole Strength at GL (psi)	5200		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	33						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	11-Nov-09	Record No.:	114	Pole ID:	29
Private Property:	No	Pole Class:	1	Pole Ht (ft):	70		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	ir to Pc	Pole Diameter (in)	22	Pole Strength at GL (psi)	4520		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Modera						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	11-Nov-09	Record No.:	115	Pole ID:	28
Private Property:	No	Pole Class:	2	Pole Ht (ft):	75		
Install Date	1994	Pole species:	WC	Treatment Length:	Full	Treatment Type	CCA
Overall Pole Condition	Good	Pole Diameter (in)	17	Pole Strength at GL (psi)	5330		
Mechanical Condition	Cracks - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	1		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	37						
Other Comments:							
Recommendations:	No RG Required, Pole OK						

Table 8C: Individual Pole Records

Line #:	# 2 Algoma	Test Date	11-Nov-09	Record No.:	116	Pole ID:	27
Private Property:	No	Pole Class:	1	Pole Ht (ft):	85		
Install Date	1977	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Fair	Pole Diameter (in)	22	Pole Strength at GL (psi)	5030		
Mechanical Condition	Cracks - Moderate						
# of broken/chipped insulators	0	# of small wood pecker holes:	3	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:	Pole in water						
Probable Remaining Life (yrs):	34						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	11-Nov-09	Record No.:	117	Pole ID:	17
Private Property:	No	Pole Class:	2	Pole Ht (ft):	85		
Install Date	1960	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	20	Pole Strength at GL (psi)	4410		
Mechanical Condition	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	No
Comments:	Joint Use						
Probable Remaining Life (yrs):	4						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	11-Nov-09	Record No.:	118	Pole ID:	18
Private Property:	Yes	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1955	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	20	Pole Strength at GL (psi)			
Mechanical Condition	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	No	Copper used?	Yes	Insecticide used?	Yes
Comments:	Ground Guard Required, Joint Use, Pole in water						
Probable Remaining Life (yrs):							
Other Comments:	Transformer on pole						
Recommendations:	Replace in 2010						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	11-Nov-09	Record No.:	119	Pole ID:	19
Private Property:	Yes	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1955	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	20	Pole Strength at GL (psi)			
Mechanical Condition	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot -						
# of broken/chipped insulators	0	# of small wood pecker holes:	7	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	No	Copper used?	Yes	Insecticide used?	Yes
Comments:	Joint Use, Pole in water						
Probable Remaining Life (yrs):							
Other Comments:	Transformer on pole						
Recommendations:	Replace in 2010						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	11-Nov-09	Record No.:	120	Pole ID:	20
Private Property:	Yes	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1955	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	20	Pole Strength at GL (psi)			
Mechanical Condition	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	No	Copper used?	Yes	Insecticide used?	Yes
Comments:	Dip, Joint Use, Pole in water						
Probable Remaining Life (yrs):							
Other Comments:							
Recommendations:	Replace in 2010						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	11-Nov-09	Record No.:	121	Pole ID:	21
Private Property:	No	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1955	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	Poor	Pole Diameter (in)	20	Pole Strength at GL (psi)			
Mechanical Condition	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot -						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	1		
Treatment required ?	Yes	Rods used ?	No	Copper used?	Yes	Insecticide used?	Yes
Comments:	Dip, Joint Use						
Probable Remaining Life (yrs):							
Other Comments:	Transformer on pole						
Recommendations:	Replace in 2010						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	11-Nov-09	Record No.:	122	Pole ID:	22
Private Property:	No	Pole Class:	1	Pole Ht (ft):	75		
Install Date	1955	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	20	Pole Strength at GL (psi)	4840		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	Yes	Insecticide used?	Yes
Comments:	Joint Use						
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	11-Nov-09	Record No.:	123	Pole ID:	32
Private Property:	No	Pole Class:	2	Pole Ht (ft):	75		
Install Date	1955	Pole species:	WC	Treatment Length:	Butt	Treatment Type	Creo
Overall Pole Condition	ir to Pc	Pole Diameter (in)	16	Pole Strength at GL (psi)	4370		
Mechanical Condition	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	2						
Other Comments:	Remaining life 2 years						
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Line #:	# 3 Algoma	Test Date	11-Nov-09	Record No.:	124	Pole ID:	33
Private Property:	Yes	Pole Class:	3	Pole Ht (ft):	75		
Install Date	1972	Pole species:	WC	Treatment Length:	Full	Treatment Type	Penta
Overall Pole Condition	Fair	Pole Diameter (in)	16	Pole Strength at GL (psi)	5020		
Mechanical Condition	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Internal Decay - Slight						
# of broken/chipped insulators	0	# of small wood pecker holes:	0	# of large wood pecker holes:	0		
Treatment required ?	Yes	Rods used ?	Yes	Copper used?	No	Insecticide used?	No
Comments:							
Probable Remaining Life (yrs):	14						
Other Comments:							
Recommendations:	RG Tested Ok						

Table 8C: Individual Pole Records

Table 2A: Poles for Replacement

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 1 Algoma	2	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	13
# 2 Algoma	2	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	14
# 3 Algoma	2	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	15
# 3 Algoma	7	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	35
# 3 Algoma	15	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	RG Tested, Replace in 2010	63
Northern Ave	12	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	56
Northern Ave	15	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	RG Tested, Replace in 2010	64

Table 2A: Poles for Replacement

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 3 Algoma	18	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Ground Guard Required, Joint Use, Pole in water	Replace in 2010	118
# 3 Algoma	19	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Joint Use, Pole in water	Replace in 2010	119
# 3 Algoma	20	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use, Pole in water	Replace in 2010	120
# 3 Algoma	21	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use	Replace in 2010	121

Table 2C: Poles for Replacement

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 1 Algoma	2	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	13
# 2 Algoma	2	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	14
# 3 Algoma	2	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	15
# 3 Algoma	7	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	35
# 3 Algoma	15	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	RG Tested, Replace in 2010	63
# 3 Algoma	18	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Ground Guard Required, Joint Use, Pole in water	Replace in 2010	118
# 3 Algoma	19	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Joint Use, Pole in water	Replace in 2010	119

Table 2C: Poles for Replacement

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 3 Algoma	20	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use, Pole in water	Replace in 2010	120
# 3 Algoma	21	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use	Replace in 2010	121
Northern Ave	12	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	56
Northern Ave	15	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	RG Tested, Replace in 2010	64

Table 3A: Poles Affected by Carpenter Ants

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 1 Algoma	2	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	13
# 1 Algoma	4	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	21
# 1 Algoma	5	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Moderate, Guying (slack, broken, buried) - slight		RG Tested Ok	25
# 2 Algoma	2	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	14
# 2 Algoma	5	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	26
# 2 Algoma	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate	Bend in Pole	RG Tested Ok	34
# 2 Algoma	10	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	46
# 3 Algoma	2	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	15
# 3 Algoma	3	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Guy guard required	RG Tested Ok	19

Table 3A: Poles Affected by Carpenter Ants

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 3 Algoma	4	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate, Guying (slack, broken, buri		RG Tested Ok	23
# 3 Algoma	5	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	27
# 3 Algoma	6	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	31
# 3 Algoma	7	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	35
# 3 Algoma	8	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	39
# 3 Algoma	9	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	43
# 3 Algoma	12	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	55
# 3 Algoma	13	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	59
# 3 Algoma	15	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	RG Tested, Replace in 2010	63
Northern Ave	6	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	32

Table 3A: Poles Affected by Carpenter Ants

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
Northern Ave	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	36
Northern Ave	8	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	40
Northern Ave	10	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate, Guying (slack, broken, buried) - extensive		RG Tested Ok	48
Northern Ave	12	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	56
Northern Ave	14	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	62
Northern Ave	15	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	RG Tested, Replace in 2010	64

Table 3A: Poles Affected by Carpenter Ants

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 1 Algoma	27L	Carpenter ants damage - Slight, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	66
# 1 Algoma	29	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Bend in Pole	RG Tested Ok	69
# 1 Algoma	29L	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	70
# 1 Algoma	45	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Joint Use, Lights on Pole	RG Tested Ok	84
# 2 & 3 Algoma	57	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	94
# 2 Algoma	29	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	114
# 3 Algoma	18	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Ground Guard Required, Joint Use, Pole in water	Replace in 2010	118
# 3 Algoma	19	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Joint Use, Pole in water	Replace in 2010	119
# 3 Algoma	20	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use, Pole in water	Replace in 2010	120
# 3 Algoma	21	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use	Replace in 2010	121
# 3 Algoma	22	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Moderate	Joint Use	RG Tested Ok	122

Table 3A: Poles Affected by Carpenter Ants

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 3 Algoma	32	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	123

Table 3C: Poles Affected by Carpenter Ants

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 1 Algoma	2	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	13
# 1 Algoma	4	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	21
# 1 Algoma	5	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Moderate, Guying (slack, broken, buried) - slight		RG Tested Ok	25
# 1 Algoma	27L	Carpenter ants damage - Slight, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	66
# 1 Algoma	29	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Bend in Pole	RG Tested Ok	69
# 1 Algoma	29L	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	70
# 1 Algoma	45	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Joint Use, Lights on Pole	RG Tested Ok	84
# 2 & 3 Algoma	57	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	94
# 2 Algoma	2	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	14
# 2 Algoma	5	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	26
# 2 Algoma	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate	Bend in Pole	RG Tested Ok	34

Table 3C: Poles Affected by Carpenter Ants

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 2 Algoma	10	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	46
# 2 Algoma	29	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	114
# 3 Algoma	2	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	15
# 3 Algoma	3	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Guy guard required	RG Tested Ok	19
# 3 Algoma	4	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate, Guying (slack, broken, buri		RG Tested Ok	23
# 3 Algoma	5	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	27
# 3 Algoma	6	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	31
# 3 Algoma	7	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	35
# 3 Algoma	8	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	39
# 3 Algoma	9	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	43

Table 3C: Poles Affected by Carpenter Ants

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 3 Algoma	12	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	55
# 3 Algoma	13	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	59
# 3 Algoma	15	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	RG Tested, Replace in 2010	63
# 3 Algoma	18	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Ground Guard Required, Joint Use, Pole in water	Replace in 2010	118
# 3 Algoma	19	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Joint Use, Pole in water	Replace in 2010	119
# 3 Algoma	20	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use, Pole in water	Replace in 2010	120
# 3 Algoma	21	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use	Replace in 2010	121
# 3 Algoma	22	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Moderate	Joint Use	RG Tested Ok	122
# 3 Algoma	32	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	123
Northern Ave	6	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	32

Table 3C: Poles Affected by Carpenter Ants

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
Northern Ave	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	36
Northern Ave	8	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	40
Northern Ave	10	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate, Guying (slack, broken, buried) - extensive		RG Tested Ok	48
Northern Ave	12	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	56
Northern Ave	14	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	62
Northern Ave	15	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	RG Tested, Replace in 2010	64

Table 4A: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 1 Algoma	1 Right	Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Internal Decay - Moderate	Guy guard required, Slack Guy Wire	Yes	Yes	Yes	No	1
# 1 Algoma	1 Centre	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight	Dip	Yes	Yes	Yes	No	2
# 1 Algoma	1 Left	Cracks - Slight, Decay pockets at GL - Slight, Internal Decay - Slight, Guying (slack, broken, buried) - slight		Yes	Yes	Yes	No	3
# 1 Algoma	2	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Yes	No	Yes	Yes	13
# 1 Algoma	3	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight, Guying (slack, broken, buried) - moderate	Bend in Pole, Guy guard required	Yes	Yes	Yes	No	17

Table 4A: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 1 Algoma	4	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	21
# 1 Algoma	5	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Moderate, Guying (slack, broken, buried) - slight		Yes	Yes	Yes	Yes	25
# 1 Algoma	6	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	29
# 1 Algoma	7	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Dip	Yes	Yes	Yes	No	33
# 1 Algoma	8	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Bend in Pole	Yes	Yes	Yes	No	37

Table 4A: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 1 Algoma	9	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight	Bend in Pole	Yes	Yes	Yes	No	41
# 1 Algoma	10	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Slight, Internal Decay - Slight		Yes	Yes	Yes	No	45
# 1 Algoma	11	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Extensive, Surface Rot below GL - Moderate, Internal Decay - Slight	Climbing Inspection Required	Yes	Yes	Yes	No	49
# 1 Algoma	13	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	57
# 2 Algoma	2	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Yes	No	Yes	Yes	14

Table 4A: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 2 Algoma	3	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Slight		Yes	Yes	Yes	No	18
# 2 Algoma	4	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Slight		Yes	Yes	Yes	No	22
# 2 Algoma	5	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	26
# 2 Algoma	6	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	30
# 2 Algoma	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate	Bend in Pole	Yes	Yes	Yes	Yes	34

Table 4A: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 2 Algoma	8	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	38
# 2 Algoma	9	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	42
# 2 Algoma	10	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	46
# 2 Algoma	11	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Bend in Pole	Yes	Yes	Yes	No	50
# 2 Algoma	12	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	54

Table 4A: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 2 Algoma	13	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight, Guying (slack, broken, buried) - extensive	Bend in Pole	Yes	Yes	Yes	No	58
# 3 Algoma	2	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Yes	No	Yes	Yes	15
# 3 Algoma	3	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Guy guard required	Yes	Yes	Yes	Yes	19
# 3 Algoma	4	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate, Guying (slack, broken, buri		Yes	Yes	Yes	Yes	23

Table 4A: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 3 Algoma	5	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	27
# 3 Algoma	6	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	31
# 3 Algoma	7	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Yes	No	Yes	Yes	35
# 3 Algoma	8	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	39

Table 4A: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 3 Algoma	9	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	43
# 3 Algoma	10	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	47
# 3 Algoma	11	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	51
# 3 Algoma	12	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	55

Table 4A: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 3 Algoma	13	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	59
# 3 Algoma	14	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	61
# 3 Algoma	15	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	Yes	No	Yes	Yes	63
3 1 Algoma	12	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	53
Northern Ave	1 Right	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	10

Table 4A: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
Northern Ave	1 Centre	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	11
Northern Ave	1 Left	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	12
Northern Ave	2	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	16
Northern Ave	3	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Internal Decay - Slight	Guy guard required	Yes	Yes	Yes	No	20
Northern Ave	4	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Internal Decay - Slight	Guy guard required, Slack Guy Wire	Yes	Yes	Yes	No	24
Northern Ave	5	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Internal Decay - Slight		Yes	Yes	Yes	No	28

Table 4A: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
Northern Ave	6	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	32
Northern Ave	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	36
Northern Ave	8	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	40
Northern Ave	9	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	44

Table 4A: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
Northern Ave	10	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate, Guying (slack, broken, buried) - extensive		Yes	Yes	Yes	Yes	48
Northern Ave	11	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	52
Northern Ave	12	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Yes	No	Yes	Yes	56
Northern Ave	14	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	62

Table 4A: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
Northern Ave	15	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	Yes	No	Yes	Yes	64
Northern Avenue	13	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	60

Table 4A: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 1 Algoma	27R	Cracks - Slight		Yes	Yes	No	No	65
# 1 Algoma	27L	Carpenter ants damage - Slight, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	66
# 1 Algoma	28R	Cracks - Slight		Yes	Yes	No	No	67
# 1 Algoma	28L	Cracks - Slight		Yes	Yes	No	No	68
# 1 Algoma	29	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Bend in Pole	Yes	Yes	Yes	Yes	69
# 1 Algoma	29L	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	70
# 1 Algoma	30	Cracks - Slight		Yes	Yes	No	No	71
# 1 Algoma	31	Cracks - Slight	Bend in Pole, Dip, Joint Use, Lights on Pole	Yes	Yes	No	No	72
# 1 Algoma	32		Dip, Joint Use	Yes	Yes	No	No	73
# 1 Algoma	33	Cracks - Slight	Bend in Pole, Dip, Joint Use	Yes	Yes	No	No	74
# 1 Algoma	34		Joint Use	Yes	Yes	No	No	75

Table 4A: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 1 Algoma	35	Cracks - Slight	Dip, Joint Use	Yes	Yes	No	No	76
# 1 Algoma	36	Cracks - Slight	Joint Use	Yes	Yes	No	No	77
# 1 Algoma	37	Cracks - Slight	Dip, Joint Use	Yes	Yes	No	No	78
# 1 Algoma	38	Cracks - Slight	Joint Use	Yes	Yes	No	No	79
# 1 Algoma	39	Cracks - Slight	Dip, Joint Use	Yes	Yes	No	No	80
# 1 Algoma	40	Cracks - Slight	Dip, Joint Use	Yes	Yes	No	No	81
# 1 Algoma	43	Cracks - Slight		Yes	Yes	No	No	82
# 1 Algoma	44	Cracks - Slight	Joint Use, Lights on Pole	Yes	Yes	No	No	83
# 1 Algoma	45	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Joint Use, Lights on Pole	Yes	Yes	Yes	Yes	84
# 1 Algoma	46	Cracks - Slight	Joint Use, Lights on Pole	Yes	Yes	No	No	85
# 1 Algoma	47	Cracks - Slight	Joint Use, Lights on Pole	Yes	Yes	No	No	86
# 1 Algoma	48	Cracks - Slight	Joint Use, Lights on Pole	Yes	Yes	No	No	87
# 1 Algoma	49	Cracks - Slight	Joint Use, Lights on Pole	Yes	Yes	No	No	88
# 1 Algoma	50	Cracks - Slight	Joint Use, Lights on Pole	Yes	Yes	No	No	89

Table 4A: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 1 Algoma	51	Cracks - Slight	Dip, Joint Use, Lights on Pole	Yes	Yes	No	No	90
# 1 Algoma	52	Cracks - Slight	Joint Use, Lights on Pole	Yes	Yes	No	No	91
# 1 Algoma	53	Cracks - Slight	Joint Use, Lights on Pole	Yes	Yes	No	No	92
# 2 & 3 Algoma	58	Cracks - Slight		Yes	Yes	No	No	93
# 2 & 3 Algoma	57	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	94
# 2 & 3 Algoma	51	Cracks - Slight		Yes	Yes	No	No	95
# 2 & 3 Algoma	49	Cracks - Slight		Yes	Yes	No	No	96
# 2 & 3 Algoma	48	Cracks - Slight		Yes	Yes	No	No	97
# 2 & 3 Algoma	46	Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Guy guard required	Yes	Yes	Yes	Yes	98
# 2 & 3 Algoma	45			Yes	Yes	No	No	99
# 2 & 3 Algoma	44	Cracks - Slight, Ground wire (slack, broken, buried) - extensive	Slack Guy Wire	Yes	Yes	No	No	100
# 2 & 3 Algoma	43	Cracks - Slight		Yes	Yes	No	No	101
# 2 & 3 Algoma	42	Cracks - Slight	Bend in Pole	Yes	Yes	No	No	102

Table 4A: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 2 & 3 Algoma	41	Cracks - Slight	Guy guard required, Slack Guy Wire	Yes	Yes	No	No	103
# 2 & 3 Algoma	40	Cracks - Slight		Yes	Yes	No	No	104
# 2 & 3 Algoma	39	Cracks - Slight	Guy guard required	Yes	Yes	No	No	105
# 2 & 3 Algoma	38	Cracks - Slight		Yes	Yes	No	No	106
# 2 Algoma	36	Cracks - Slight		Yes	Yes	No	No	107
# 2 Algoma	35	Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	No	108
# 2 Algoma	34	Cracks - Slight		Yes	Yes	No	No	109
# 2 Algoma	33	Cracks - Slight		Yes	Yes	No	No	110
# 2 Algoma	32	Cracks - Slight		Yes	Yes	No	No	111
# 2 Algoma	31	Cracks - Moderate, Pole top feathering/split/rot - Slight	Dip	Yes	Yes	No	No	112
# 2 Algoma	30	Cracks - Slight		Yes	Yes	No	No	113
# 2 Algoma	29	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	114
# 2 Algoma	28	Cracks - Slight		Yes	Yes	No	No	115
# 2 Algoma	27	Cracks - Moderate	Pole in water	Yes	Yes	No	No	116

Table 4A: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 3 Algoma	17	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Joint Use	Yes	Yes	Yes	No	117
# 3 Algoma	18	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Ground Guard Required, Joint Use, Pole in water	Yes	No	Yes	Yes	118
# 3 Algoma	19	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Joint Use, Pole in water	Yes	No	Yes	Yes	119
# 3 Algoma	20	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use, Pole in water	Yes	No	Yes	Yes	120

Table 4A: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 3 Algoma	21	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use	Yes	No	Yes	Yes	121
# 3 Algoma	22	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Moderate	Joint Use	Yes	Yes	Yes	Yes	122
# 3 Algoma	32	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		Yes	Yes	No	No	123
# 3 Algoma	33	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Internal Decay - Slight		Yes	Yes	No	No	124

Table 4C: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 1 Algoma	1 Right	Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Internal Decay - Moderate	Guy guard required, Slack Guy Wire	Yes	Yes	Yes	No	1
# 1 Algoma	1 Centre	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight	Dip	Yes	Yes	Yes	No	2
# 1 Algoma	1 Left	Cracks - Slight, Decay pockets at GL - Slight, Internal Decay - Slight, Guying (slack, broken, buried) - slight		Yes	Yes	Yes	No	3
# 1 Algoma	2	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Yes	No	Yes	Yes	13
# 1 Algoma	3	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight, Guying (slack, broken, buried) - moderate	Bend in Pole, Guy guard required	Yes	Yes	Yes	No	17

Table 4C: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 1 Algoma	4	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	21
# 1 Algoma	5	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Moderate, Guying (slack, broken, buried) - slight		Yes	Yes	Yes	Yes	25
# 1 Algoma	6	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	29
# 1 Algoma	7	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Dip	Yes	Yes	Yes	No	33
# 1 Algoma	8	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Bend in Pole	Yes	Yes	Yes	No	37

Table 4C: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 1 Algoma	9	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight	Bend in Pole	Yes	Yes	Yes	No	41
# 1 Algoma	10	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Slight, Internal Decay - Slight		Yes	Yes	Yes	No	45
# 1 Algoma	11	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Extensive, Surface Rot below GL - Moderate, Internal Decay - Slight	Climbing Inspection Required	Yes	Yes	Yes	No	49
# 1 Algoma	13	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	57
# 1 Algoma	27R	Cracks - Slight		Yes	Yes	No	No	65
# 1 Algoma	27L	Carpenter ants damage - Slight, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	66
# 1 Algoma	28R	Cracks - Slight		Yes	Yes	No	No	67
# 1 Algoma	28L	Cracks - Slight		Yes	Yes	No	No	68

Table 4C: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 1 Algoma	29	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Bend in Pole	Yes	Yes	Yes	Yes	69
# 1 Algoma	29L	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	70
# 1 Algoma	30	Cracks - Slight		Yes	Yes	No	No	71
# 1 Algoma	31	Cracks - Slight	Bend in Pole, Dip, Joint Use, Lights on Pole	Yes	Yes	No	No	72
# 1 Algoma	32		Dip, Joint Use	Yes	Yes	No	No	73
# 1 Algoma	33	Cracks - Slight	Bend in Pole, Dip, Joint Use	Yes	Yes	No	No	74
# 1 Algoma	34		Joint Use	Yes	Yes	No	No	75
# 1 Algoma	35	Cracks - Slight	Dip, Joint Use	Yes	Yes	No	No	76
# 1 Algoma	36	Cracks - Slight	Joint Use	Yes	Yes	No	No	77
# 1 Algoma	37	Cracks - Slight	Dip, Joint Use	Yes	Yes	No	No	78
# 1 Algoma	38	Cracks - Slight	Joint Use	Yes	Yes	No	No	79
# 1 Algoma	39	Cracks - Slight	Dip, Joint Use	Yes	Yes	No	No	80
# 1 Algoma	40	Cracks - Slight	Dip, Joint Use	Yes	Yes	No	No	81

Table 4C: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 1 Algoma	43	Cracks - Slight		Yes	Yes	No	No	82
# 1 Algoma	44	Cracks - Slight	Joint Use, Lights on Pole	Yes	Yes	No	No	83
# 1 Algoma	45	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Joint Use, Lights on Pole	Yes	Yes	Yes	Yes	84
# 1 Algoma	46	Cracks - Slight	Joint Use, Lights on Pole	Yes	Yes	No	No	85
# 1 Algoma	47	Cracks - Slight	Joint Use, Lights on Pole	Yes	Yes	No	No	86
# 1 Algoma	48	Cracks - Slight	Joint Use, Lights on Pole	Yes	Yes	No	No	87
# 1 Algoma	49	Cracks - Slight	Joint Use, Lights on Pole	Yes	Yes	No	No	88
# 1 Algoma	50	Cracks - Slight	Joint Use, Lights on Pole	Yes	Yes	No	No	89
# 1 Algoma	51	Cracks - Slight	Dip, Joint Use, Lights on Pole	Yes	Yes	No	No	90
# 1 Algoma	52	Cracks - Slight	Joint Use, Lights on Pole	Yes	Yes	No	No	91
# 1 Algoma	53	Cracks - Slight	Joint Use, Lights on Pole	Yes	Yes	No	No	92
# 2 & 3 Algoma	58	Cracks - Slight		Yes	Yes	No	No	93

Table 4C: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 2 & 3 Algoma	57	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	94
# 2 & 3 Algoma	51	Cracks - Slight		Yes	Yes	No	No	95
# 2 & 3 Algoma	49	Cracks - Slight		Yes	Yes	No	No	96
# 2 & 3 Algoma	48	Cracks - Slight		Yes	Yes	No	No	97
# 2 & 3 Algoma	46	Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Guy guard required	Yes	Yes	Yes	Yes	98
# 2 & 3 Algoma	45			Yes	Yes	No	No	99
# 2 & 3 Algoma	44	Cracks - Slight, Ground wire (slack, broken, buried) - extensive	Slack Guy Wire	Yes	Yes	No	No	100
# 2 & 3 Algoma	43	Cracks - Slight		Yes	Yes	No	No	101
# 2 & 3 Algoma	42	Cracks - Slight	Bend in Pole	Yes	Yes	No	No	102
# 2 & 3 Algoma	41	Cracks - Slight	Guy guard required, Slack Guy Wire	Yes	Yes	No	No	103
# 2 & 3 Algoma	40	Cracks - Slight		Yes	Yes	No	No	104
# 2 & 3 Algoma	39	Cracks - Slight	Guy guard required	Yes	Yes	No	No	105
# 2 & 3 Algoma	38	Cracks - Slight		Yes	Yes	No	No	106

Table 4C: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 2 Algoma	2	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Yes	No	Yes	Yes	14
# 2 Algoma	3	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Slight		Yes	Yes	Yes	No	18
# 2 Algoma	4	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Slight		Yes	Yes	Yes	No	22
# 2 Algoma	5	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	26
# 2 Algoma	6	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	30

Table 4C: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 2 Algoma	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate	Bend in Pole	Yes	Yes	Yes	Yes	34
# 2 Algoma	8	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	38
# 2 Algoma	9	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	42
# 2 Algoma	10	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	46
# 2 Algoma	11	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Bend in Pole	Yes	Yes	Yes	No	50

Table 4C: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 2 Algoma	12	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	54
# 2 Algoma	13	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight, Guying (slack, broken, buried) - extensive	Bend in Pole	Yes	Yes	Yes	No	58
# 2 Algoma	36	Cracks - Slight		Yes	Yes	No	No	107
# 2 Algoma	35	Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	No	108
# 2 Algoma	34	Cracks - Slight		Yes	Yes	No	No	109
# 2 Algoma	33	Cracks - Slight		Yes	Yes	No	No	110
# 2 Algoma	32	Cracks - Slight		Yes	Yes	No	No	111
# 2 Algoma	31	Cracks - Moderate, Pole top feathering/split/rot - Slight	Dip	Yes	Yes	No	No	112
# 2 Algoma	30	Cracks - Slight		Yes	Yes	No	No	113
# 2 Algoma	29	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	114

Table 4C: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 2 Algoma	28	Cracks - Slight		Yes	Yes	No	No	115
# 2 Algoma	27	Cracks - Moderate	Pole in water	Yes	Yes	No	No	116
# 3 Algoma	2	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Yes	No	Yes	Yes	15
# 3 Algoma	3	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Guy guard required	Yes	Yes	Yes	Yes	19
# 3 Algoma	4	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate, Guying (slack, broken, buri		Yes	Yes	Yes	Yes	23

Table 4C: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 3 Algoma	5	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	27
# 3 Algoma	6	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	31
# 3 Algoma	7	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Yes	No	Yes	Yes	35
# 3 Algoma	8	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	39

Table 4C: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 3 Algoma	9	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	43
# 3 Algoma	10	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	47
# 3 Algoma	11	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	51
# 3 Algoma	12	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	55

Table 4C: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 3 Algoma	13	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	59
# 3 Algoma	14	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	61
# 3 Algoma	15	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	Yes	No	Yes	Yes	63
# 3 Algoma	17	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Joint Use	Yes	Yes	Yes	No	117

Table 4C: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 3 Algoma	18	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Ground Guard Required, Joint Use, Pole in water	Yes	No	Yes	Yes	118
# 3 Algoma	19	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Joint Use, Pole in water	Yes	No	Yes	Yes	119
# 3 Algoma	20	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use, Pole in water	Yes	No	Yes	Yes	120
# 3 Algoma	21	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use	Yes	No	Yes	Yes	121

Table 4C: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
# 3 Algoma	22	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Moderate	Joint Use	Yes	Yes	Yes	Yes	122
# 3 Algoma	32	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		Yes	Yes	No	No	123
# 3 Algoma	33	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Internal Decay - Slight		Yes	Yes	No	No	124
3 1 Algoma	12	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	53
Northern Ave	1 Right	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	10

Table 4C: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
Northern Ave	1 Centre	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	11
Northern Ave	1 Left	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	12
Northern Ave	2	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	16
Northern Ave	3	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Internal Decay - Slight	Guy guard required	Yes	Yes	Yes	No	20
Northern Ave	4	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Internal Decay - Slight	Guy guard required, Slack Guy Wire	Yes	Yes	Yes	No	24
Northern Ave	5	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Internal Decay - Slight		Yes	Yes	Yes	No	28

Table 4C: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
Northern Ave	6	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	32
Northern Ave	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	36
Northern Ave	8	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	40
Northern Ave	9	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	44

Table 4C: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
Northern Ave	10	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate, Guying (slack, broken, buried) - extensive		Yes	Yes	Yes	Yes	48
Northern Ave	11	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	52
Northern Ave	12	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Yes	No	Yes	Yes	56
Northern Ave	14	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		Yes	Yes	Yes	Yes	62

Table 4C: Poles for Remedial Treatment

line #	Pole ID	Mech Condition	Comments	Treatment required ?	Rodes used ?	Copper used ?	Insecticide used ?	Record Number
Northern Ave	15	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	Yes	No	Yes	Yes	64
Northern Avenue	13	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		Yes	Yes	Yes	No	60

Table 5A: Poles with Extensive Mechanical Damage and Feathering

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 3 Algoma	17	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Joint Use	RG Tested Ok	117
# 3 Algoma	20	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use, Pole in water	Replace in 2010	120
# 3 Algoma	21	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use	Replace in 2010	121
# 3 Algoma	32	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	123

Table 5C: Poles with Extensive Mechanical Damage and Feathering

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 1 Algoma	1 Centre	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight	Dip	RG Tested Ok	2
# 1 Algoma	4	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	21
# 1 Algoma	6	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	29
# 1 Algoma	7	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Dip	RG Tested Ok	33
# 1 Algoma	8	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Bend in Pole	RG Tested Ok	37
# 1 Algoma	13	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	57
# 2 Algoma	6	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	30
# 2 Algoma	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate	Bend in Pole	RG Tested Ok	34
# 2 Algoma	9	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	42
# 2 Algoma	10	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	46

Table 5C: Poles with Extensive Mechanical Damage and Feathering

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 2 Algoma	11	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Bend in Pole	RG Tested Ok	50
# 2 Algoma	12	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	54
# 2 Algoma	13	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight, Guying (slack, broken, buried) - extensive	Bend in Pole	RG Tested Ok	58
# 3 Algoma	2	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	15
# 3 Algoma	3	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Guy guard required	RG Tested Ok	19
# 3 Algoma	5	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	27
# 3 Algoma	6	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	31
# 3 Algoma	7	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	35
# 3 Algoma	8	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	39

Table 5C: Poles with Extensive Mechanical Damage and Feathering

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 3 Algoma	9	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	43
# 3 Algoma	10	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	47
# 3 Algoma	11	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	51
# 3 Algoma	13	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	59
# 3 Algoma	14	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	61
# 3 Algoma	15	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	RG Tested, Replace in 2010	63
# 3 Algoma	17	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Joint Use	RG Tested Ok	117
# 3 Algoma	20	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use, Pole in water	Replace in 2010	120
# 3 Algoma	21	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use	Replace in 2010	121

Table 5C: Poles with Extensive Mechanical Damage and Feathering

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 3 Algoma	32	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	123
3 1 Algoma	12	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	53
Northern Ave	1 Right	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight		RG Tested Ok	10
Northern Ave	1 Centre	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	11
Northern Ave	1 Left	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	12
Northern Ave	3	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Internal Decay - Slight	Guy guard required	RG Tested Ok	20
Northern Ave	4	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Internal Decay - Slight	Guy guard required, Slack Guy Wire	RG Tested Ok	24
Northern Ave	5	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Internal Decay - Slight		RG Tested Ok	28
Northern Ave	6	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	32
Northern Ave	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	36

Table 5C: Poles with Extensive Mechanical Damage and Feathering

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
Northern Ave	8	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	40
Northern Ave	9	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	44
Northern Ave	10	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate, Guying (slack, broken, buried) - extensive		RG Tested Ok	48
Northern Ave	11	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	52
Northern Ave	12	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	56
Northern Ave	14	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	62
Northern Ave	15	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	RG Tested, Replace in 2010	64
Northern Avenue	13	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	60

Table 6A: Poles with Internal Decay

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 1 Algoma	1 Right	Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Internal Decay - Moderate	Guy guard required, Slack Guy Wire	RG Tested Ok	1
# 1 Algoma	1 Centre	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight	Dip	RG Tested Ok	2
# 1 Algoma	1 Left	Cracks - Slight, Decay pockets at GL - Slight, Internal Decay - Slight, Guying (slack, broken, buried) - slight		RG Tested Ok	3
Northern Ave	1 Right	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight		RG Tested Ok	10
Northern Ave	1 Centre	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	11
Northern Ave	1 Left	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	12
# 1 Algoma	2	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	13
# 2 Algoma	2	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	14
# 3 Algoma	2	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	15
Northern Ave	2	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	16
# 1 Algoma	3	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight, Guying (slack, broken, buried) - moderate	Bend in Pole, Guy guard required	RG Tested Ok	17
# 2 Algoma	3	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Slight		RG Tested Ok	18

Table 6A: Poles with Internal Decay

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 3 Algoma	3	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Guy guard required	RG Tested Ok	19
Northern Ave	3	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Internal Decay - Slight	Guy guard required	RG Tested Ok	20
# 1 Algoma	4	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	21
# 2 Algoma	4	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Slight		RG Tested Ok	22
# 3 Algoma	4	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate, Guying (slack, broken, buri		RG Tested Ok	23
Northern Ave	4	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Internal Decay - Slight	Guy guard required, Slack Guy Wire	RG Tested Ok	24
# 1 Algoma	5	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Moderate, Guying (slack, broken, buried) - slight		RG Tested Ok	25
# 2 Algoma	5	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	26
# 3 Algoma	5	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	27
Northern Ave	5	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Internal Decay - Slight		RG Tested Ok	28
# 1 Algoma	6	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	29

Table 6A: Poles with Internal Decay

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 2 Algoma	6	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	30
# 3 Algoma	6	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	31
Northern Ave	6	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	32
# 1 Algoma	7	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Dip	RG Tested Ok	33
# 2 Algoma	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate	Bend in Pole	RG Tested Ok	34
# 3 Algoma	7	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	35
Northern Ave	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	36
# 1 Algoma	8	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Bend in Pole	RG Tested Ok	37
# 2 Algoma	8	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	38
# 3 Algoma	8	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	39
Northern Ave	8	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	40

Table 6A: Poles with Internal Decay

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 1 Algoma	9	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight	Bend in Pole	RG Tested Ok	41
# 2 Algoma	9	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	42
# 3 Algoma	9	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	43
Northern Ave	9	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	44
# 1 Algoma	10	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Slight, Internal Decay - Slight		RG Tested Ok	45
# 2 Algoma	10	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	46
# 3 Algoma	10	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	47
Northern Ave	10	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate, Guying (slack, broken, buried) - extensive		RG Tested Ok	48
# 1 Algoma	11	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Extensive, Surface Rot below GL - Moderate, Internal Decay - Slight	Climbing Inspection Required	RG Tested Ok	49
# 2 Algoma	11	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Bend in Pole	RG Tested Ok	50
# 3 Algoma	11	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	51
Northern Ave	11	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	52
3 1 Algoma	12	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	53

Table 6A: Poles with Internal Decay

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 2 Algoma	12	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	54
# 3 Algoma	12	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	55
Northern Ave	12	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	56
# 1 Algoma	13	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	57
# 2 Algoma	13	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight, Guying (slack, broken, buried) - extensive	Bend in Pole	RG Tested Ok	58
# 3 Algoma	13	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	59
Northern Avenue	13	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	60
# 3 Algoma	14	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	61
Northern Ave	14	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	62
# 3 Algoma	15	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	RG Tested, Replace in 2010	63
Northern Ave	15	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	RG Tested, Replace in 2010	64

Table 6A: Poles with Internal Decay

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 1 Algoma	27L	Carpenter ants damage - Slight, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	66
# 1 Algoma	29	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Bend in Pole	RG Tested Ok	69
# 1 Algoma	29L	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	70
# 1 Algoma	45	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Joint Use, Lights on Pole	RG Tested Ok	84
# 2 & 3 Algoma	57	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	94
# 2 & 3 Algoma	46	Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Guy guard required	RG Tested Ok	98
# 2 Algoma	35	Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	108
# 2 Algoma	29	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	114
# 3 Algoma	17	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Joint Use	RG Tested Ok	117
# 3 Algoma	18	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Ground Guard Required, Joint Use, Pole in water	Replace in 2010	118
# 3 Algoma	19	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Joint Use, Pole in water	Replace in 2010	119
# 3 Algoma	20	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use, Pole in water	Replace in 2010	120

Table 6A: Poles with Internal Decay

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 3 Algoma	21	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use	Replace in 2010	121
# 3 Algoma	22	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Moderate	Joint Use	RG Tested Ok	122
# 3 Algoma	32	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	123
# 3 Algoma	33	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Internal Decay - Slight		RG Tested Ok	124

Table 6C: Poles with Internal Decay

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 1 Algoma	1 Right	Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Internal Decay - Moderate	Guy guard required, Slack Guy Wire	RG Tested Ok	1
# 1 Algoma	1 Centre	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight	Dip	RG Tested Ok	2
# 1 Algoma	1 Left	Cracks - Slight, Decay pockets at GL - Slight, Internal Decay - Slight, Guying (slack, broken, buried) - slight		RG Tested Ok	3
Northern Ave	1 Right	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Internal Decay - Slight		RG Tested Ok	10
Northern Ave	1 Centre	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	11
Northern Ave	1 Left	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	12
# 1 Algoma	2	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	13
# 2 Algoma	2	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	14
# 3 Algoma	2	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	15
Northern Ave	2	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	16
# 1 Algoma	3	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight, Guying (slack, broken, buried) - moderate	Bend in Pole, Guy guard required	RG Tested Ok	17
# 2 Algoma	3	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Slight		RG Tested Ok	18

Table 6C: Poles with Internal Decay

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 3 Algoma	3	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Guy guard required	RG Tested Ok	19
Northern Ave	3	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Internal Decay - Slight	Guy guard required	RG Tested Ok	20
# 1 Algoma	4	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	21
# 2 Algoma	4	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Slight		RG Tested Ok	22
# 3 Algoma	4	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate, Guying (slack, broken, buri		RG Tested Ok	23
Northern Ave	4	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Internal Decay - Slight	Guy guard required, Slack Guy Wire	RG Tested Ok	24
# 1 Algoma	5	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Moderate, Guying (slack, broken, buried) - slight		RG Tested Ok	25
# 2 Algoma	5	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	26
# 3 Algoma	5	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	27
Northern Ave	5	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Internal Decay - Slight		RG Tested Ok	28
# 1 Algoma	6	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	29

Table 6C: Poles with Internal Decay

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 2 Algoma	6	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	30
# 3 Algoma	6	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	31
Northern Ave	6	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	32
# 1 Algoma	7	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Dip	RG Tested Ok	33
# 2 Algoma	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate	Bend in Pole	RG Tested Ok	34
# 3 Algoma	7	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	35
Northern Ave	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	36
# 1 Algoma	8	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Bend in Pole	RG Tested Ok	37
# 2 Algoma	8	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	38
# 3 Algoma	8	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	39
Northern Ave	8	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	40

Table 6C: Poles with Internal Decay

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 1 Algoma	9	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Moderate, Internal Decay - Slight	Bend in Pole	RG Tested Ok	41
# 2 Algoma	9	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	42
# 3 Algoma	9	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	43
Northern Ave	9	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	44
# 1 Algoma	10	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Slight, Internal Decay - Slight		RG Tested Ok	45
# 2 Algoma	10	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	46
# 3 Algoma	10	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	47
Northern Ave	10	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate, Guying (slack, broken, buried) - extensive		RG Tested Ok	48
# 1 Algoma	11	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Extensive, Surface Rot below GL - Moderate, Internal Decay - Slight	Climbing Inspection Required	RG Tested Ok	49
# 2 Algoma	11	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Bend in Pole	RG Tested Ok	50
# 3 Algoma	11	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	51
Northern Ave	11	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	52
3 1 Algoma	12	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	53

Table 6C: Poles with Internal Decay

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 2 Algoma	12	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	54
# 3 Algoma	12	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	55
Northern Ave	12	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Extensive		Replace in 2010	56
# 1 Algoma	13	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	57
# 2 Algoma	13	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight, Guying (slack, broken, buried) - extensive	Bend in Pole	RG Tested Ok	58
# 3 Algoma	13	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	59
Northern Avenue	13	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	60
# 3 Algoma	14	Cracks - Slight, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight		RG Tested Ok	61
Northern Ave	14	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	62
# 3 Algoma	15	Carpenter ants damage - Extensive, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	RG Tested, Replace in 2010	63
Northern Ave	15	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Extensive, Internal Decay - Extensive	Guy guard required	RG Tested, Replace in 2010	64

Table 6C: Poles with Internal Decay

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 1 Algoma	27L	Carpenter ants damage - Slight, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	66
# 1 Algoma	29	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Bend in Pole	RG Tested Ok	69
# 1 Algoma	29L	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	70
# 1 Algoma	45	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Joint Use, Lights on Pole	RG Tested Ok	84
# 2 & 3 Algoma	57	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	94
# 2 & 3 Algoma	46	Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Guy guard required	RG Tested Ok	98
# 2 Algoma	35	Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	108
# 2 Algoma	29	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	114
# 3 Algoma	17	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Joint Use	RG Tested Ok	117
# 3 Algoma	18	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Ground Guard Required, Joint Use, Pole in water	Replace in 2010	118
# 3 Algoma	19	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Extensive	Joint Use, Pole in water	Replace in 2010	119
# 3 Algoma	20	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use, Pole in water	Replace in 2010	120
# 3 Algoma	21	Carpenter ants damage - Extensive, Cracks - Slight, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Extensive	Dip, Joint Use	Replace in 2010	121

Table 6C: Poles with Internal Decay

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Record Number
# 3 Algoma	22	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Moderate	Joint Use	RG Tested Ok	122
# 3 Algoma	32	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	123
# 3 Algoma	33	Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Slight, Internal Decay - Slight		RG Tested Ok	124

Table 6A: Poles with Limited Remaining Life

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Remaining life (yrs)	Record Number
# 1 Algoma	45	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Joint Use, Lights on Pole	RG Tested Ok	Remaining life 2 years	84
# 2 & 3 Algoma	57	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	94
# 2 Algoma	29	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	114
# 3 Algoma	22	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Moderate	Joint Use	RG Tested Ok	Remaining life 2 years	122
# 3 Algoma	32	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	123

Table 6A: Poles with Limited Remaining Life

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Remaining life (yrs)	Record Number
# 1 Algoma	4	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	21
# 1 Algoma	5	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Moderate, Guying (slack, broken, buried) - slight		RG Tested Ok	Remaining life 2 years	25
# 1 Algoma	11	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Extensive, Surface Rot below GL - Moderate, Internal Decay - Slight	Climbing Inspection Required	RG Tested Ok	Remaining life 2 years	49
# 2 Algoma	5	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	26
# 2 Algoma	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate	Bend in Pole	RG Tested Ok	Remaining life 2 years	34

Table 6A: Poles with Limited Remaining Life

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Remaining life (yrs)	Record Number
# 2 Algoma	10	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Moderate wood loss/shell rot, Remaining life 2 years	46
# 3 Algoma	3	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Guy guard required	RG Tested Ok	Remaining life 2 years	19
# 3 Algoma	4	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate, Guying (slack, broken, buri		RG Tested Ok	Remaining life 2 years	23
# 3 Algoma	5	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	27
# 3 Algoma	6	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	31

Table 6A: Poles with Limited Remaining Life

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Remaining life (yrs)	Record Number
# 3 Algoma	8	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	39
# 3 Algoma	9	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	43
# 3 Algoma	12	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	55
# 3 Algoma	13	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	59
Northern Ave	6	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	32

Table 6A: Poles with Limited Remaining Life

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Remaining life (yrs)	Record Number
Northern Ave	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	36
Northern Ave	8	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	40
Northern Ave	10	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate, Guying (slack, broken, buried) - extensive		RG Tested Ok	Pole in pavement, Moderate wood loss/shell rot.	48
Northern Ave	14	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	62

Table 7C: Poles with Limited Remaining Life

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Remaining life (yrs)	Record Number
# 1 Algoma	4	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	21
# 1 Algoma	5	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Internal Decay - Moderate, Guying (slack, broken, buried) - slight		RG Tested Ok	Remaining life 2 years	25
# 1 Algoma	11	Cracks - Slight, Decay pockets at GL - Slight, Surface Rot above GL - Extensive, Surface Rot below GL - Moderate, Internal Decay - Slight	Climbing Inspection Required	RG Tested Ok	Remaining life 2 years	49
# 1 Algoma	45	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Internal Decay - Moderate	Joint Use, Lights on Pole	RG Tested Ok	Remaining life 2 years	84
# 2 & 3 Algoma	57	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	94
# 2 Algoma	5	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	26

Table 7C: Poles with Limited Remaining Life

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Remaining life (yrs)	Record Number
# 2 Algoma	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate	Bend in Pole	RG Tested Ok	Remaining life 2 years	34
# 2 Algoma	10	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Extensive, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Moderate wood loss/shell rot, Remaining life 2 years	46
# 2 Algoma	29	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	114
# 3 Algoma	3	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Slight, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Slight	Guy guard required	RG Tested Ok	Remaining life 2 years	19
# 3 Algoma	4	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate, Guying (slack, broken, buri		RG Tested Ok	Remaining life 2 years	23

Table 7C: Poles with Limited Remaining Life

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Remaining life (yrs)	Record Number
# 3 Algoma	5	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	27
# 3 Algoma	6	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	31
# 3 Algoma	8	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	39
# 3 Algoma	9	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	43
# 3 Algoma	12	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	55

Table 7C: Poles with Limited Remaining Life

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Remaining life (yrs)	Record Number
# 3 Algoma	13	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	59
# 3 Algoma	22	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Slight, Surface Rot above GL - Moderate, Internal Decay - Moderate	Joint Use	RG Tested Ok	Remaining life 2 years	122
# 3 Algoma	32	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Slight, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	123
Northern Ave	6	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	32
Northern Ave	7	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	36

Table 7C: Poles with Limited Remaining Life

Line #	Pole ID	Mechanical Conditions	Comments	Recommendations	Remaining life (yrs)	Record Number
Northern Ave	8	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	40
Northern Ave	10	Carpenter ants damage - Moderate, Cracks - Moderate, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Internal Decay - Moderate, Guying (slack, broken, buried) - extensive		RG Tested Ok	Pole in pavement, Moderate wood loss/shell rot.	48
Northern Ave	14	Carpenter ants damage - Moderate, Cracks - Slight, Decay pockets at GL - Moderate, Pole top feathering/split/rot - Moderate, Surface Rot above GL - Moderate, Surface Rot below GL - Moderate, Internal Decay - Moderate		RG Tested Ok	Remaining life 2 years	62

Fleet Management Procedure

1.0 Purpose

The purpose of this procedure is to define the factors involved in managing the fleet of transportation and work equipment (T&WE) at Great Lakes Power Transmission (GLPT) including assessment criteria for current and new T&WE, and the criteria for the acquisition, replacement and retirement of T&WE.

2.0 Scope

This procedure applies to all current and new T&WE at GLPT and to all employees at GLPT as they are affected by this procedure or decisions guided by this procedure.

3.0 Definitions

Change Analysis: A management decision-making tool designed to assist management and workers to analyze the implications of a change. When undertaking such an analysis, it helps to break down the work process into the elements of the people involved in the work, the procedures to be employed, and the hardware, tools or equipment involved.

Fleet: Fleet refers to *all* of the transportation and work equipment owned by GLPT regardless of assignment. Additionally, transportation and work equipment that has not been assigned to a specific department's use may be termed a "fleet vehicle" as it is assigned to the fleet in general.

Transportation and Work Equipment (T&WE): Refers to all passenger vehicles, snowmachines, off-road vehicles, trailers, bucket trucks, truck caps and on vehicle storage devices.

Vehicle: Refers to both passenger vehicles as well as snowmachines and off-road vehicles.

4.0 Responsibilities

Under the direction of the General Manager, the Field Services Manager is responsible for the implementation and maintenance of this procedure and associated tasks.

5.0 Procedure

5.1 Inspection and Maintenance

All T&WE will be inspected in accordance with established 3 month, 6 month and annual inspection requirements. The Planner will ensure that vehicles are scheduled for inspections in accordance with the requirements and will produce the necessary work orders and checklists. Seasonal use vehicles, such as snowmachines and off-road vehicles do not require 3 month inspections during their “off seasons”.

All T&WE will be scheduled for regular maintenance every 3 months. Every attempt will be made to ensure inspections and maintenance are scheduled concurrently.

5.2 Fleet Assessment:

The acquisition, retirement and replacement of T&WE will depend on the following assessment factors:

5.2.1 Assessment of Current Transportation and Work Equipment

- **Safety:** All safety devices pertinent to the T&WE must remain in good working order (seat belts, air bags, etc.) and T&WE must remain ergonomically sound (seats, pedals, etc.). The T&WE must be mechanically safe and reliable (tires, brakes, etc.) and pose no risk to employees or the public. Any deficiencies in T&WE safety must be noted in the monthly inspections completed by employees and in the quarterly and annual inspections completed when T&WE maintenance is performed by pre-qualified automotive repair and maintenance facilities.

- **Environment:** All current T&WE must pass emission tests and be maintained regularly to achieve optimal efficiency for the specific make and model. Any irregular emissions or leaks must be repaired as soon as possible.

- **Reliability:** T&WE reliability is of utmost importance as many employees must access remote areas to complete work. Any T&WE that has demonstrated poor reliability or excessive need for repair and maintenance should be considered for replacement as soon as possible.

- **Suitability:** All current T&WE must be suitable for the work and tasks expected (towing ability for crew trucks, passenger capacity, cargo capacity etc.). Changing requirements of employees and work groups may necessitate the need

for T&WE to be assigned to a different department or for T&WE to be replaced. The tools must fit the job.

- **Operating and Maintenance Costs:** All T&WE will be regularly assessed to determine if the operating costs are considered to be within the expected range, or are over the expected range. The operating costs of a T&WE are determined by the amount of fuel purchased and the mileage driven in a given period. Poor gas mileage can be an indicator of other mechanical issues affecting, safety, environment and reliability performance. Maintenance costs (fluid and filter changes, etc.) are an expected expense to ensure optimal performance for all T&WE.

- **Repair Costs:** All repair costs will be tracked for T&WEs and assessed regularly. T&WEs which demonstrate a high need for repair due to mechanical or general build issues (excluding those caused by operators or caused by external factors) may have subsequent safety, environment and reliability performance concerns. T&WE with greater than expected repair costs may need to be assessed for replacement sooner than the scheduled retirement date.

- **Mileage of T&WE:** Mileage of all T&WE will be tracked on a monthly and quarterly basis through inspections. T&WE showing high mileage may be swapped with another similar T&WE of similar age within the fleet that has lower mileage (i.e. Forestry half ton has high mileage, Civil half ton has low mileage) or, it may be monitored and assessed for replacement sooner than scheduled.

- **Expected Life of T&WE:** All T&WE have an expected life of 5 years at GLPT as the rate of depreciation and operating and maintenance expenses past this point indicate a lack of efficiency. The Fleet Management plan will help to ensure the budgeting for T&WE rotation and replacement on a 5 year basis. T&WE that are not expected to meet the expected life (due to high operating costs or issues compromising safety, environmental and reliability performance) may be assessed for replacement sooner than scheduled.

- **Value of T&WE at Retirement:** At the conclusion of the 5 year expected life, T&WE has no retained book value for GLPT and will be retired. Retired Fleet may be internally auctioned or sold, but there is no set or expected value.

- **Company Image:** GLPT passenger vehicles have a distinctive and recognizable branding in the community. All trucks will be clearly marked with the Great Lakes Power Transmission logo and a unit number. Every effort will be made to ensure trucks are red in colour. All T&WE must be well maintained and in good working condition to maintain the corporate image.

5.2.2 Assessment of New Transportation and Work Equipment

- **Safety:** All new T&WEs purchased by GLPT must meet at minimum the transportation safety standards for Canada at the time of purchase. T&WE should be assessed during the procurement process for historical safety performance as well as current safety testing results. Design, included safety devices and the ergonomic fit of the T&WE for the intended driver(s) will be considered during the decision making process. All T&WE must safely meet the requirements of the intended purpose.

- **Environment:** Fuel efficiency and environmental foot print will be a primary consideration in the procurement of all new T&WE. Idle limiters will be considered at the time of purchase for installation on all new passenger vehicles.

- **Reliability:** New T&WE reliability can be assessed through historical data pertaining to the manufacturer and model being considered as well as through independent third party reports (i.e. consumer reports, car and driver, etc.).

- **Suitability:** Employees and work groups will have input into the purchase of new T&WE to ensure T&WE meets their needs and are suitable for the necessary work. When T&WE are not replaced with “like for like” a change analysis will be completed.

- **Purchase Cost**: The purchase price of T&WE will be a consideration in the procurement process, but may not be the deciding factor when balanced with other considerations. Unnecessary options that do not affect safety, environmental and reliability performance may not be considered.

- **Operation and Maintenance Costs**: Expected gas mileage for new T&WE and ongoing maintenance requirements (based on manufacturer’s expectations) will be a consideration for all new T&WE purchases as they comprise the primary operating expenditures.

- **Repair Costs:** In the procurement process, new T&WE may be assessed for expected repair costs (i.e. availability and cost of replacement parts and labour for specific manufacturers and models).

- **Expected Life of Vehicle/ Equipment:** The expected life for all T&WE at GLPT is 5 years as the rate of depreciation and operating and maintenance expenses past this point indicate lack of efficiency. The Fleet Management plan will help to ensure the budgeting for T&WE rotation and replacement on a 5 year basis.

- **Value of Vehicle/ Equipment at Retirement:** At the conclusion of the 5 year expected life, T&WE has no retained book value for GLPT and will be retired. Retired Fleet may be internally auctioned or sold, but there is no set or expected value.

- **Company Image:** GLPT passenger vehicles have a distinctive and recognizable branding in the community. All trucks will be clearly marked with the Great Lakes Power Transmission logo and a unit number. Every effort will be made to ensure trucks are red in colour when they are purchased.

5.3 Fleet Management Plan

While a detailed fleet plan has been developed for the next 6 years, the changing needs of the business and employees as well as new vehicle developments and technologies may impact the plan. Regular assessments of Transportation and Work Equipment is needed to ensure that the employee needs are being met and that the fleet is operating efficiently.

5.4 Transportation and Work Equipment Acquisition:

While all T&WE purchases are acquisitions, for these purposes a new T&WE acquisition indicates an addition to the Great Lakes Power Transmission fleet that is not a replacement for retired T&WE. A new T&WE acquisition would be completed to meet increased long term demand for additional T&WE (i.e. department or company growth, T&WE availability for current crews is unsatisfactory, etc.).

5.5 Transportation and Work Equipment Retirement:

All T&WE are planned for retirement 5 years after purchase. While it is expected that most T&WE will follow the retirement schedule, regular fleet assessments will indicate if T&WE will need to be retired sooner than anticipated. T&WE may also be retained longer than anticipated if necessary (i.e. short term needs, etc.).

5.6 Transportation and Work Equipment Replacement:

T&WE Replacement refers to the replacement of current T&WE that is scheduled or assessed for retirement. The replacement of T&WEs and transport equipment is determined by the needs of the organization and the employees. T&WE may be replaced with updated versions that meet the same needs (i.e. like for like) or they may be replaced with T&WE that meet new needs and requirements.