AGREEMENT FOR

LICENCED OCCUPANCY OF POWER UTILITY DISTRIBUTION POLES



THIS AGREEMENT FOR LICENSED OCCUPANCY OF POWER I made in duplicate this 1 st day of January, 2005 (the "Effective Date").	U TILITY I	DISTRIBUTION	POLES
BETWEEN:			

LAKELAND POWER DISTRIBUTION LTD.

OF THE FIRST PART,

-AND-

HYDRO ONE NETWORKS INC.

OF THE SECOND PART.

WHEREAS the Parties hereto desire to establish Joint Use of their respective poles when and where Joint Use is of mutual advantage, in accordance with the principles and values outlined in Schedule "A" attached hereto;

AND WHEREAS the conditions determining the desirability of Joint Use depend in each case upon the respective requirements of each of the Parties for safety, service, and economy, and each Party is to be the sole judge as to whether these requirements are best met by Joint Use in respect of its own poles.

NOW THEREFORE in consideration of the mutual covenants, agreements, terms and conditions herein and other good and valuable consideration, the receipt and sufficiency of which is hereby irrevocably acknowledged, the Parties agree as follows:

ARTICLE 1 - TERRITORY AND SCOPE OF AGREEMENT

1.1 This Agreement shall cover all such poles and Attachments for the purpose of overhead power distribution of each Party now existing or hereafter erected as may be brought under this Agreement in accordance with the Joint Use procedures hereinafter provided which are the subject of this Agreement.

ARTICLE 2 - DEFINITIONS

For the purposes of this Agreement, the following terms, when used herein, unless the context indicates otherwise, shall have the following meanings:

- 2.1 "Agreement" means this Agreement for Licensed Occupancy of Power Utility Distribution Poles between the Parties and shall include Schedules "A" and "B" attached hereto and any amendments to the body of this Agreement or to the Schedules.
- 2.2 "Anchorage" means all the physical components and their association, one with the other, used for anchoring the Joint Use Pole.
- 2.3 "Attach(ing)" means the placing of Attachments directly on or supported by the Joint Use Poles.
- 2.4 "Attachment" means any Electrical Equipment, but for greater certainty does not include Telecommunications Attachments.
- 2.5 "Contract Administration Guide" ("CAG") means the administrative and operating practices and processes outlined in Schedule "B" attached hereto.
- 2.6 "CPI" means the Consumer Price Index for August for Ontario in a given year as determined by Statistics Canada, for use commencing January 1 of the following year.
- 2.7 "Customer" shall mean a Person to which a Party distributes electricity.
- 2.8 "Electrical Equipment" shall have the meaning ascribed to it in the Ontario Electrical Safety Code, as amended.
- 2.9 "Emergency" means a situation in which there is an imminent or existing interruption of electrical service, the condition of the Joint Use Poles and/or Attachments on the Joint Use Poles pose an imminent danger or threat to the safety, property, security or welfare of an individual or the public or the environment, and/or a situation declared as such by a public safety government authority.
- 2.10 "Governing Body" means a government authority having jurisdiction over highways or other public places, including municipalities, acting under legislative authority to carry out duties in maintaining and improving public highways or other public places.
- 2.11 "Hazardous Condition" means a structural/mechanical or electrical condition that has the potential to cause harm or injury to persons or property and which requires specific work methods to be carried out for the condition to be removed.
- 2.12 "Joint Anchorage" means a common anchoring system to which guy wires of either Party are attached, each guy wire providing guying for one Party's conductors and related equipment including Attachments on a Joint Use Pole.
- 2.13 "Joint Use" means the use or intended use for support on a Joint Use Pole that is owned by either Party of the Attachments of both Parties.
- 2.14 "Joint Use Pole" means a pole which supports, or is intended to support, the Attachments of both Parties.

- 2.15 "Licensee" means the Party making or applying for permission to make, Joint Use of the Owner's pole.
- 2.16 "Line Clearing" means the provision of adequate clearance from all vegetation for all Attachments carried on or supported by Joint Use Poles and includes items such as underbrush control, tree removals, cabling or guying of trees, pruning or trimming, treatment of cuts and disposal of debris.
- 2.17 "Make Ready Work" means (i) work that is necessary and required solely for the purpose of accommodating the Licensee's Attachments that the Licensee wishes to attach to the Owner's poles and includes, but is not limited to, initial Line Clearing, any changes or additions to or Rearrangement of the Owner's poles or the Owner's Attachments and (ii) work on the Owner's poles or Attachments which the Owner decides to carry out in advance of the Owner's schedule to carry out such work as a result of the Licensee's desire to place its Attachments on the Owner's poles and "Make Ready" shall have the corresponding meaning. Without restricting the generality of the foregoing, Make Ready Work does not include the costs of repairing any pole such that it meets the Standard prior to permitting the Licensee to place its Attachments on the said Joint Use Pole.
- 2.18 "Normal Pole" has the meaning ascribed to it in Schedule "B", Exhibit 2, Clause 1.1.
- 2.19 "Owner" means the Party having sole ownership of a pole in respect of which application for Joint Use is made by the other Party.
- 2.20 "Party" and "Parties" means and includes, respectively, only a Party or Parties to this Agreement.
- 2.21 "Permit" means the approved Request for Licensed Occupancy of Poles form as evidenced by the signature of a duly authorized employee or designate of the Owner.
- 2.22 "Permit Fee" means the annual fee paid by the Licensee for the privileges granted by the Owner in accordance with the terms and conditions of this Agreement.
- 2.23 "Person" means a natural person, corporation, firm, partnership, limited liability company, joint venture or other form of association or entity.
- 2.24 "Pole Line Location" means a line of poles generally paralleling a roadway or laneway, and the location of said line shall comprise the space between the centre line of the road and the limit of the road allowance as it may exist now or at any time in the future.
- 2.25 "Primary Conductor" means a conductor operating in excess of 750 volts.
- "Qualified Contractor" means a worker who is competent and has the requisite certification, licensing, training, education, experience and familiarity with the safety rules, procedures and hazards associated with high voltage electrical systems.
- 2.27 "Rearrange(ing)" means the removal of Attachments from one position on a Joint Use Pole and the placing of the same Attachments in another position on the same Joint Use Pole.
- 2.28 "Request for Licensed Occupancy of Poles" means the written application in the form attached hereto as Exhibit 1 to Schedule "B", the format of which may be revised from time to time and in the sole and absolute discretion of the Owner, to be completed and submitted to the Owner by the Licensee in order to obtain permission to place its Attachments onto the Owner's poles.
- 2.29 "Residual Value" means the monetary value ascribed to a pole at the time it is removed, as determined by Table 1, of Exhibit 4 of Schedule "B" attached to this Agreement.
- 2.30 "Secondary Conductor" means a conductor operating at 750 volts or less.

- 2.31 "Standard" means the Canadian Standards Association (CSA) Standard CAN/CSA C22.3 No. 1, "Overhead Systems".
- 2.32 "Telecommunications Attachments" means any material, apparatus, equipment or facility used for the purpose of providing Telecommunications Service.
- 2.33 "Telecommunications Service" has the meaning ascribed to it in the *Telecommunications Act* (Canada).
- 2.34 "Third Party" means a Person who is not a party to this Agreement.
- 2.35 "Transfer(ring)" means the removal of Attachments from one Joint Use Pole and the placing of the same Attachments on another Joint Use Pole.

ARTICLE 3 - ESTABLISHING JOINT USE OF POLES

- 3.1 Whenever the Licensee desires to place or alter the number, size or nature of its Attachments on poles, it shall make application to the Owner in accordance with Schedule "B" attached hereto and the Owner shall reply to such application in the manner specified in Schedule "B" attached hereto within 30 days after receipt of said application.
- 3.2 The Licensee may, due to Emergency situations and without prior application to the Owner, place or Rearrange its Attachments on the poles of the Owner. When said Attachment(s) is on a non-Joint Use Pole, application for Joint Use shall be made within 30 days after the placing or Rearranging of said Attachments, subject to the terms of this Agreement.

ARTICLE 4 – STANDARDS

4.1 The Licensee represents and warrants that on the Effective Date the Attachments which form the subject of Existing Permits (as defined in clause 16.2 below) comply with the Standard and all other applicable laws, statutes, regulations, by-laws, standards, and codes, including, without limitation, Ontario Regulation 22/04 passed under the Electricity Act, 1998, as amended and that the Attachments which form the subject of Permits that are not Existing Permits shall, at the time the Joint Use is established for said Attachments, comply with the then current Standard or the Owner's then current Distribution Standards, whichever is more stringent, as well as all other applicable laws, statutes, regulations, by-laws, standards and codes, including, without limitation, Ontario Regulation 22/04 passed under the Electricity Act, 1998, as amended. Subject to the foregoing, the Licensee represents and warrants and covenants that at the Licensee's sole risk and expense, during the Term of this Agreement, the Attachments which form the subject of Existing Permits (as defined in clause 16.2 below) shall comply with the Standard and all other applicable laws, statutes, regulations, by-laws, standards and codes, including, without limitation, Ontario Regulation 22/04 passed under the Electricity Act, 1998, as they may be amended from time to time and the Attachments which form the subject of Permits that are not Existing Permits shall comply with the then current Standard or the Owner's then current Distribution Standards, whichever is more stringent, as well as all other applicable laws, statutes, regulations, by-laws, standards and codes, including, without limitation, Ontario Regulation 22/04 passed under the Electricity Act, 1998, as they may be amended from time to time.

ARTICLE 5- RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS

5.1 The Licensee shall be responsible for obtaining any and all easements, rights of way, licenses, privileges, authorizations, permissions, or other land rights from Third Parties, including but not limited to, authorization or permission to locate on municipal or provincial road allowances or any other applicable authorization or permission required from any municipal, provincial or federal government or any agency, body or board thereof having jurisdiction, as may be necessary for the placement, operation, maintenance, Line Clearing and removal of its Attachments upon and along the Joint Use Poles provided for in a Permit (individually "Right of Way", collectively "Rights of Way") and if the Licensee fails to comply with the provisions of this clause, subject to clause 18.2 below, it shall indemnify the Owner from and against any and all claims or demands or other liability resulting from such failure.

- 5.2 The Owner gives no warranty of permission from property owners, municipalities or others for the use of the Owner's poles by the Licensee, and if objection is made thereto and the Licensee is unable to remedy the matter satisfactorily within thirty (30) days, the Owner may then, by notice in writing at any time, require the Licensee to remove its Attachments from the Joint Use Poles involved, and the Licensee shall, at its own expense, remove its Attachments from such Joint Use Poles within ninety days (90) days after receipt of said notice unless the Licensee is legally required to remove its Attachments by a shorter time period in which case the Licensee shall remove its Attachments from such Joint Use Poles during such shorter period of time.
- 5.3 Nothing in this Article shall be deemed to confer on the Licensee any authority to maintain its Attachments on the Owner's poles for the said period of ninety (90) days, or any portion thereof, or otherwise to infringe upon any legal rights of such property owners, municipalities or other Third Parties.
- 5.4 If both Parties agree, one Party may obtain any required Right of Way for both Parties. Upon such agreement, each Party shall share equally the cost of obtaining the Right of Way, including reasonable compensation paid to the property owner.

ARTICLE 6 - MAINTENANCE OF JOINT USE POLES AND ATTACHMENTS

- 6.1 Each Party shall maintain its Joint Use Poles and its Attachments on Joint Use Poles in a safe and serviceable condition, in accordance with the placement and safety practices and specifications set out in the CAG, all applicable laws, statutes, regulations, by-laws, guidelines and codes of every governmental authority which may be applicable including, without limitation, the Work Protection Code and good work practices.
- 6.2 Each Party will be responsible for installing and maintaining its own separate anchoring system. Where mutually agreeable, Joint Anchorages may be considered but such installations should not be construed as the normal practice.
- 6.3 Subject to clause 6.5 below, the Owner shall replace any of its Joint Use Poles that it deems defective and the costs of any such replacements shall not be considered as Make Ready costs for new Joint Use. The Licensee shall replace its Attachments on Joint Use Poles as soon as they deteriorate or become defective or unsafe.
- In the event that the Owner determines that there is a Hazardous Condition posed by its Joint Use Poles or its Attachments thereon, which includes, but is not limited to, deteriorated or defective Joint Use Poles, the Owner shall (i) notify the Licensee in writing of the potential safety risk and the nature of the Hazardous Condition as soon as reasonably possible, (ii) mark or band the Joint Use Poles where the Hazardous Condition exists in accordance with the CAG and (iii) correct the Hazardous Condition as soon as possible after discovering the Hazardous Condition, but in any event not later than 30 days after discovering the Hazardous Condition. Until such time that the Owner has remedied the Hazardous Condition, the Owner shall offer protection to the Licensee, its employees and contractors and its equipment at no cost.
- 6.5 Both Parties acknowledge and agree that if the Licensee proceeds to work on its Attachments located on the applicable Joint Use Pole(s) where a Hazardous Condition exists after receiving such notification by the Owner pursuant to clause 6.4 and prior to the Owner having rectified, replaced or provided adequate protection from the said Hazardous Condition, the Licensee shall do so at its own risk and shall assume all risk of damage, loss or injury to its Attachments, to the Owner's Attachments and to Attachments of Third Parties and to its employees, servants, agents, representatives, contractors and other persons acting on its behalf in performing the work and to any other Person.

- In the event that the Licensee determines that there is a Hazardous Condition posed by any Joint Use Poles or by its Attachments on the Joint Use Poles, the Licensee shall (i) notify the Owner in writing of the potential safety risk and the nature of the Hazardous Condition as soon as reasonably possible, (ii) mark or band the Joint Use Poles where the Hazardous Condition exists in accordance with Section 9.0 of the CAG and (iii) if the Hazardous Condition relates to the Licensee's Attachments, correct the Hazardous Condition as soon as possible after discovering the Hazardous Condition, but in any event not later than 30 days after discovering the Hazardous Condition. If the Hazardous Condition relating to the Licensee's Attachments is not so corrected by the Licensee, the Owner may remove the Licensee's Attachments at the Licensee's sole expense and risk of damage to the Licensee's Attachments and the Owner shall be reimbursed by the Licensee for the said costs of removal within thirty (30) days of issuance of an invoice by the Owner. Until such time that the Licensee has remedied the Hazardous Condition relating to the Licensee's Attachments, the Licensee shall offer protection to the Owner, its employees and contractors and its equipment at no cost.
- 6.7 In the event that either the Owner or the Licensee suspects a problem with any Joint Use Poles or any Attachments thereon, such Party shall notify the other of said problem. If the Owner is of the opinion that said problem does not constitute a potential or actual Hazardous Condition, it shall so notify the Licensee, following which any remedial work associated with the said suspected problem that the Licensee wishes the Owner to provide to the Licensee for purposes of the Licensee working on its Attachments on any said Joint Use Pole shall be at the sole cost and risk of the Licensee except as otherwise specified in any applicable law.

<u>ARTICLE 7 - PLANNED REMOVAL OF ATTACHMENTS - TERMINATION OF THE JOINT USE OF POLES</u>

- 7.1 Nothing in this Agreement shall be considered as a restriction upon the right of either Party to remove at any time any of its Attachments, except Joint Anchorages, from Joint Use Poles. Such Joint Anchorages shall automatically become the property of the Owner of the Joint Use Poles when said Attachments have been removed.
- 7.2 If the Owner desires, or is required, to discontinue the use of a Joint Use Pole, the Owner shall give the Licensee notice in writing of the cancellation of the Joint Use. Provided that the Owner would not be in breach of a provision in a prior agreement with a Third Party, the Owner shall give the Licensee an option to either purchase the said Joint Use Pole in accordance with the Residual Value Table 1 of Exhibit 4 of Schedule "B" or remove the Licensee's Attachments within 90 days after receipt of notification of the removal or abandonment unless the Parties agree to such other time. In the case where the Licensee decides to purchase the said Joint Use Pole, existing rights of Third Parties will continue to be respected per Article 11.
- 7.3 The Licensee may at any time abandon the use of a Joint Use Pole by removing therefrom all its Attachments, except Joint Anchorages or common neutrals, and by giving due notice thereof in writing to the Owner. The Licensee shall in such case pay to the Owner the full Permit Fee for each Attachment on said Joint Use Pole for the then current year ending on the last day of December of the said year.
- 7.4 When either Party has discontinued or abandoned the use of a Joint Use Pole(s), the Permit for occupation of the said Joint Use Pole(s) shall be cancelled, in accordance with the procedure set out in Section 4.0 of Schedule "B".

ARTICLE 8 - LINE CLEARING

Subject to the provisions of this Article 8 and Exhibit 3 of Schedule "B" and provided the Licensee complies with its obligations in clause 5.1 above, the Owner is responsible for carrying out Line Clearing (whether Make Ready Line Clearing or maintenance Line Clearing) on its Joint Use Poles.

- 8.2 In performing Line Clearing, the Owner shall:
 - a) provide vegetation clearances for both Parties where new Joint Use Pole lines are constructed; and
 - provide that clearances are maintained around the Attachments of both Parties in accordance with the Standard.
- 8.3 Where the Licensee wishes to establish new Joint Use and the Owner is agreeable to such new Joint Use, the Owner shall determine if any Make Ready Line Clearing is required pursuant to clause 1.1 of Exhibit 3 to Schedule "B" and if so, the Owner shall notify the Licensee of the required Make Ready Line Clearing and the costs thereof. The Licensee shall pay for the costs of such required Make Ready Line Clearing before the Owner is obligated to provide the Make Ready Line Clearing.
- 8.4 Emergency Line Clearing required due to storm damage or unforeseen trees falling onto either Party's Attachments shall be the responsibility of each Party and shall be at that Party's sole risk and expense.

ARTICLE 9 - ANNUAL PERMIT FEES AND RATES

- 9.1 The Licensee shall, during the Term of this Agreement, pay to the Owner, the applicable Permit Fee per Licensee Attachment on each Joint Use Pole in accordance with the terms and conditions herein.
- 9.2 During the first quarter of each year, an invoice shall be prepared by the Owner to the Licensee indicating the amounts payable for the calendar year immediately preceding, in accordance with Schedule "B", Clause 3.1.
- 9.3 Any Attachment that has been placed on or removed from any Joint Use Pole during the course of the year shall be charged the full Permit Fee for the full year.
- 9.4 In October of each year, the Owner will calculate the amounts for the forthcoming calendar year using the formula set forth in Clause 9.5 below.
- 9.5 Subject to clause 9.6 below, the following formula shall be used by the Owner in each year of the Term of this Agreement to determine the Permit Fee payable by the Licensee for the following calendar year:

$$R_t = R_{t-1} * 1 + \begin{bmatrix} \underline{CPI_{t-1} - \underline{CPI_{t-2}}} \\ \underline{CPI_{t-2}} \end{bmatrix}$$

Where:

R_t is the Permit Fee for the next year

R_{t-1} is the Permit Fee for the current year

CPI_{t-1} is the Consumer Price Index for Ontario for August of the current year CPI_{t-2} is the Consumer Price Index for Ontario for August of the previous year

Notes:

- 1. CPI is based on "all items for Ontario".
- 9.6 The formula specified in clause 9.5 shall apply for purposes of determining the Permit Fees payable after 2005 only. The Parties agree that the applicable Permit Fee payable by the Licensee for the year 2005 is \$28.61 unless the OEB mandates a different rate or rate methodology. Such mandated rate or rate methodology shall automatically apply as soon as it has been implemented by the OEB without any need for an amendment to this Agreement.

9.7 If the Owner, acting reasonably, determines that the Licensee has not had a previous satisfactory business relationship with the Owner, the Owner may, in its sole and absolute discretion, require that the Licensee deposit with the Owner, security in an amount and in a form satisfactory to the Owner, securing the due performance of the obligations of the Licensee as provided for in this Agreement. The security shall be maintained in good standing by the Licensee for a period of three years from the date that it is first placed with the Owner; provided, however, that it shall be maintained for a longer period if the Owner, acting reasonably, determines that the business relationship with the Licensee requires the continuation of the security.

ARTICLE 10 - INVOICES AND PAYMENT FOR WORK

- 10.1 Upon completion of work performed by one Party, the expense of which is to be borne wholly or in part by the other Party as specified in this Agreement, the Party performing such work shall, after its completion, render to the other Party an itemized invoice for labour, materials and other expenses in accordance with Exhibit 4 of Schedule "B". Payment of such invoices shall be made by the Party owing same within thirty (30) days after the invoice has been rendered.
- 10.2 Whenever under this Agreement it is considered advisable by both Parties, in the interest of economy, to use unit charges as representing the cost of certain operations, nothing in the foregoing terms of this Article shall preclude the practice of so doing.
- All Third Party requests for moving, removing, or altering a Joint Use Pole or for the Transferring or Rearranging of Attachments thereon are to be governed by Exhibit 2, Schedule "B". Notwithstanding the provisions of Section 2.0 of Exhibit 2, Schedule "B" to this Agreement, whenever a Third Party requires the moving, removing or altering of a Joint Use Pole, or the Transferring or Rearranging of Attachments thereon, and the said Third Party is to bear all or any part of the expenses incurred as a result thereof, each of the Parties shall conclude its own arrangements with the Third Party in regard to payment for the alterations involving its Joint Use Pole or Attachments. Reconstruction or Rearrangements shall not proceed without concurrence of both Parties.
- 10.4 Except where expressly provided in this Agreement, both Parties acknowledge and agree that the costs involved in erecting, placing, maintaining and otherwise dealing with the Joint Use Poles and Attachments in specified circumstances shall be borne by each Party or divided between the Parties respectively as outlined in Exhibit 2 of Schedule "B" attached hereto.
- 10.5 In the event that the Licensee fails to pay any amount payable hereunder when due, such unpaid amount shall bear interest from the payment due date until the date the Owner receives such payment at a rate of 1.5% per month compounded monthly (19.56 per cent per year).

ARTICLE 11 - RIGHTS OF THIRD PARTIES

- 11.1 If the Owner has granted rights or privileges to a Third Party to use poles not covered by this Agreement, then nothing herein contained shall be construed as affecting such rights or privileges, if and when this Agreement is made applicable to such poles. The Owner shall have the right to continue and extend such existing rights or privileges, it being expressly understood, however, that for the purpose of this Agreement, the attachments of any such Third Party shall be treated as Attachments of the Owner.
- 11.2 Nothing in this Agreement shall prevent or limit the Owner of any Joint Use Pole from permitting the affixing of Third Party attachments to such Joint Use Poles.
- Where the Licensee acquires ownership of Joint Use Poles, it shall also assume those existing obligations of the Owner under this Agreement vis-à-vis Third Parties.

ARTICLE 12 - ASSIGNMENT OF RIGHTS

12.1 Except as otherwise provided in this Agreement, the Licensee shall not assign this Agreement, or any of its rights, obligations or interests hereunder to any Person without the prior written consent of the Owner. Notwithstanding the foregoing, nothing herein contained shall prevent or limit the right of either Party to make a general mortgage or any sale of any or all of its property, rights, privileges and franchises or to enter into any merger or consolidation, and, in the case of the foreclosure of such mortgage or sale under power of sale contained therein, or in the case of such lease, transfer, assignment, merger or consolidation, the Party shall cause its rights and obligations hereunder to pass to and be acquired and assumed by the mortgagee on foreclosure or the purchaser at such sale, or the transferee, lessee, assignee or the merged or consolidated company, as the case may be. Subject to the foregoing, this Agreement shall extend to, be binding upon and to the benefit of the Parties hereto and their respective successors and permitted assigns.

ARTICLE 13 - WAIVER OF TERMS AND PROVISIONS

13.1 The failure of either Party hereto to enforce at any time any of the provisions of this Agreement or to exercise any right, power or option which is herein provided shall in no way be construed to be a waiver of such provision or any other provision nor in any way affect the validity of this Agreement or any part hereof or the right of either Party to enforce thereafter each and every provision and to exercise any right or option. The waiver of any breach of this Agreement shall not be held to be a waiver of any other or subsequent breach. Nothing shall be construed as or have the effect of a waiver except an instrument in writing signed by a duly authorized officer of the Party which expressly waives a right, power or option under this Agreement.

ARTICLE 14 - CONTRACTORS

- Only Qualified Contractors may be used by the Parties to do any work in connection with their respective Attachments on the Joint Use Poles. Each Party is responsible for retaining its own Qualified Contractors and for ensuring compliance by the Qualified Contractors with the terms and conditions set out in this Agreement, including the CAG.
- 14.2 Each Party shall ensure that its employees, agents, representatives, contractors, Qualified Contractors and subcontractors in the performance of the said Party's obligations and the exercise of the said Party's rights under this Agreement:
 - a) comply with the Standard and all applicable laws, statutes, regulations, by-laws, guidelines and codes
 of every governmental authority which may be applicable and as well as the requirements of the
 Electrical Safety Authority;
 - b) comply with the placement, safety practices and specifications set out in the CAG;
 - c) are competent and qualified to deal with electrical hazards in accordance with the requirements of the Occupational Health & Safety Act (Ontario) as amended and all applicable regulations thereunder including, without limitation, Construction Projects O. Reg. 213/91 or Part 11 of the Canada Labour Code, R.S.C. 1985, c. L.2, as amended and all applicable regulations thereunder, whichever is more stringent.
- 14.3 Neither Party shall direct or supervise the employees, agents, representatives, contractors, Qualified Contractors or subcontractors of the other Party. Notice of violation or non-compliance given to a contractor, subcontractor or Qualified Contractor shall also be provided at the same time or as soon as possible thereafter to an authorized representative of the Party responsible for the contractor, subcontractor or Qualified Contractor, as the case may be.
- 14.4 The Owner may request the Licensee to provide, and within 30 days after receipt of such request, the Licensee shall provide, to the Owner, documentation in respect of processes and procedures that the Licensee and its Qualified Contractors, contractors and subcontractors have in place to ensure that work on the Joint Use Poles is completed in a competent and safe manner.

14.5 The Party engaging a contractor or Qualified Contractor is entirely responsible for ensuring, and if necessary, for providing to the contractor or Qualified Contractor, as the case may be, electrical hazards awareness training necessary to demonstrate the appropriate level of skill and competence to work in proximity to an electrical environment.

ARTICLE 15 - SERVICE OF NOTICES

Any notice or other writing required or permitted to be given under this Agreement or for the purpose of it shall be in writing and shall be deemed to have been properly given on the date of actual delivery if delivered by hand, five business days after dispatch by registered or certified mail, one day after dispatch by facsimile transmission, addressed to the Party to whom it was sent at the address, or facsimile number, of such Party set forth below or at such other address or facsimile number as the Party shall subsequently designate to the other Party by notice given in accordance with this paragraph.

To Lakeland Power Distribution Ltd.: 5-45 Cairns Crescent
Huntsville, On P1H 2M2
Attention: Manager of Operations
Fax: (705) 645-4667

To: Hydro One Networks Inc.

185 Clegg Road, Markham Ontario. L6G 1B7 Attention: Joint Use Manager Fax: (905) 946-6215

ARTICLE 16 - TERM

- Subject to the provisions of Article 20 hereof and the termination rights in this clause 16.1, this Agreement shall be of full force and effect for an initial period of five (5) years from January 1, 2005 (the "Initial Term") and shall thereafter be automatically renewed for successive periods of one (1) year each (the Initial Term and renewal periods collectively referred to as the "Term"); provided, however that either Party may terminate this Agreement effective at any time after the expiration of the Initial Term by providing the other Party with six (6) months' prior written notice.
- 16.2 The Parties acknowledge and agree that any permits or authorizations that were previously in force prior to the Effective Date and which authorize Joint Use, whether in the form of a Permit or otherwise, including without limitation, verbal authorizations or permissions (collectively, "Existing Permits"), shall, except for purposes of clause 4.1, be deemed to be Permits under the terms and conditions of this Agreement.

ARTICLE 17 - RESOLUTION PROCESS

17.1 Any controversy, dispute, difference, question or claim arising between the Parties in connection with the interpretation, performance, construction or implementation of this Agreement that cannot be resolved by a director or manager from each of the said Parties (collectively "Dispute") shall be settled in accordance with this clause. The aggrieved Party shall send the other Party written notice identifying the Dispute, the amount involved, if any, and the remedy sought, and invoking the procedures of this Clause. The Presidents of the Parties shall confer in an effort to resolve the Dispute. If the Presidents are unable to resolve the Dispute within 5 business days after receipt of the written notice of the Dispute, then the Parties may submit the Dispute to mediation. If the Parties submit the Dispute to mediation and are unable to resolve the said Dispute through mediation, the Parties may pursue any other remedies available to them at law.

ARTICLE 18 - LIABILITY AND INDEMNIFICATION AND INSURANCE

A. <u>Liability and Indemnification</u>

- 18.1 The Licensee hereby assumes all risk of damage to or loss of its Attachments howsoever caused, and does for itself and its successors and assigns hereby release and forever discharge the Owner of the Joint Use Poles on which the Licensee's Attachments are placed, its successors and assigns, its employees and agents from all claims and demands with respect thereto, except to the extent that such loss and damage are caused by the Owner's negligence. The Licensee hereby agrees to fully release, indemnify and save harmless the Owner, its successors and assigns, its employees and agents, of, from and against all damage, loss or injury to persons or property which may be suffered or which may hereafter be sustained or incurred by reason of, or in any way relating to, arising from, or based upon the exercise by the Licensee of the rights and other permissions herein granted and/or the performance of or purported performance of or non-performance of the Licensee of any of its obligations or covenants in this Agreement, and all manner of claims, charges, expenses, liabilities, obligations and demands in connection therewith, including, but not limited to, claims from the Licensee or from Third Parties, arising out of power outages or fluctuations that would not have occurred but for the presence of the Licensee's Attachments on the Joint Use Poles, except to the extent that any of the foregoing are caused by the Owner's negligence.
- 18.2 Notwithstanding anything else in this Agreement,
 - (a) the Owner shall not be liable to the Licensee for any claims or demands that may be made against the Licensee by a Third Party insofar as the said claims or demands are for losses and damages that the Licensee, because of section 2.2.2 of Ontario's *Distribution System Code*, is not liable to pay to the said Third Party; and
 - (b) where no claim is made against the Licensee by a Third Party but the Licensee suffers damages to its assets or business under circumstances in which the Owner would, because of clause 18.1 of this Agreement, be liable to the Licensee, the Owner shall not be liable to the Licensee for any of the categories of losses and damages that are enumerated in section 2.2.2 of Ontario's Distribution System Code.
- 18.3 The Parties acknowledge and agree that this Article 18 (A) shall survive termination or expiry of this Agreement.

B. <u>Insurance</u>

- 18.4 The Licensee shall, during the Term of this Agreement, procure and maintain in full force and effect with financially responsible insurance carriers, insurance policies in which the Owner is named as an additional insured in the amount of Five Million Dollars (\$5,000,000.00) against liability due to damage to the Owner's property or property of any other person or persons and against liability due to injury to or death of any person or persons in any one instance. Such policies of insurance shall:
 - a) contain a severability of interest clause and cross liability clause between the Licensee and the Owner;
 - b) be non-contributing with, and shall apply only as primary and not excess to any other insurance available to the Owner:
 - c) provide that it shall not be cancelled or amended so as to reduce or restrict coverage except upon thirty (30) days' prior notice (by registered mail) to the Owner.
- 18.5 The Licensee shall, upon the Owner's request, provide the Owner with a certificate of insurance completed by a duly authorized representative of the Licensee's insurer certifying that coverages required pursuant to clause 18.4 above are in effect.
- 18.6 The Licensee agrees that the insurance described in clause 18.4 herein does not in any way limit the Licensee's liability pursuant to the indemnity provisions of this Agreement.

ARTICLE 19 - FORCE MAJEURE

19.1 Except for the payment of any monies required hereunder, neither Party shall be deemed to be in default of this Agreement where the failure to perform or the delay in performing any obligation is due wholly or in part to a cause beyond its reasonable control, including but not limited to an act of God, act of any federal, provincial, municipal or government authority, civil commotion, strikes, lockouts and other labour disputes, fires, flood, sabotage, earthquake, storm, epidemic, and an inability due to causes beyond the control of the Party. The Party subject to such an event of force majeure shall promptly notify the other Party of its inability to perform or of any delay in performing due to an event of force majeure and shall provide an estimate as soon as practicable when the obligation will be performed. The time for performing the obligation shall be extended for a period equal to the time during which the Party was subject to the event of force majeure. Both Parties shall explore all reasonable avenues available to avoid or resolve events of force majeure in the shortest possible time, but this requirement shall not oblige the Party suffering a strike, lockout or labour dispute to compromise its position in such strike, lockout or labour dispute.

ARTICLE 20 - SUSPENSION OR TERMINATION FOR DEFAULT

- 20.1 The permission granted by any Permit may be terminated by the Owner: (i) if the Joint Use Pole(s) designated by such Permit is abandoned by the Owner; or (ii) if the Owner desires or must discontinue the use of the Joint Use Pole(s), and in either case the Licensee does not wish to purchase the said Joint Use Pole in accordance with clause 7.2 above and in either case of termination, the Owner shall provide the Licensee with at least ninety (90) days prior written notice thereof. If the Joint Use Pole(s) designated by such Permit(s) is sold, the Owner may not transfer any Joint Use Pole unless as a condition of transfer the purchaser agrees to continue to allow the Licensee's Attachment(s) thereon for the remainder of the Term.
- 20.2 If the Licensee defaults at any time in the payment of the Permit. Fee or fails to or neglects at any time to fully perform, observe and comply with all the terms, conditions and covenants herein, then the Owner shall as soon as practicable after becoming aware of the default, notify the Licensee in writing of such default and the Licensee shall correct such default to the Owner's satisfaction within thirty (30) days of the issuance of such notice or within a longer time period if agreeable to the Owner, failing which the Owner may forthwith terminate this Agreement and the privileges herein granted in respect of the Permits affected by the default.
- 20.3 The Owner shall be entitled, at its option, to terminate this Agreement immediately upon written notice to the Licensee upon the Licensee becoming bankrupt or insolvent or upon the Licensee ceasing to carry on business.
- 20.4 The termination of a Permit approved pursuant to this Agreement shall not be deemed to be termination of this Agreement unless such Permit is the last remaining or only Permit approved pursuant to this Agreement in which case the termination of the Permit shall be deemed to be termination of this Agreement.
- 20.5 Upon the termination of this Agreement or of a Permit approved pursuant to this Agreement, the Licensee shall at its sole expense and at the request of the Owner, remove from the Joint Use Poles its Attachment(s) covered by this Agreement or by the terminated Permit respectively within ninety (90) days after receipt of notice thereof or within a shorter period of time in case of an Emergency as may be determined by the Owner, failing which the Owner may, at the Licensee's risk of damage to the Licensee's Attachment(s) and at the expense of the Licensee, remove such Attachment(s). Upon the removal of such Attachment(s) by the Owner, the Owner shall have the right to retain the Attachment(s) so removed until the Licensee pays the cost of removal thereof and if the Licensee fails to pay such costs within thirty (30) days of invoicing then the Owner shall have the further right to sell the Attachment(s) so removed and apply the amount so received against the costs of removing the Attachment(s).

ARTICLE 21 - MISCELLANEOUS

- This Agreement, together with the Schedules attached hereto, constitutes the entire agreement between the Parties with respect to the matter herein and supersedes all prior oral or written representations and agreements concerning the subject matter of this agreement.
- This Agreement shall be construed and enforced in accordance with, and the rights of the Parties shall be governed by, the laws of the Province of Ontario and the federal laws of Canada applicable therein, and the courts of Ontario shall have exclusive jurisdiction to determine all disputes arising out of this Agreement.
- Article headings are not to be considered part of this Agreement and are included solely for convenience of reference only. They are not intended to be a full or accurate description of the content thereof.
- 21.4 Schedules "A" and "B" attached hereto are to be read with and form a part of this Agreement.
- 21.5 Nothing in this Agreement creates the relationship of principal and agent, employer and employee, partnership or joint venture between the Parties. The Parties agree that they are and will at all times remain independent and are not and shall not represent themselves to be the agent, employee, partner or joint venturer of the other. No representations will be made or acts taken by either Party which could establish any apparent relationship of agency, employment, joint venture or partnership and no Party shall be bound in any manner whatsoever by any agreements, warranties or representations made by the other Party to any other person nor with respect to any other action of the other Party.
- 21.6 If any provision of this Agreement is declared invalid or unenforceable by any competent authority such provision shall be deemed severed and shall not affect the validity or enforceability of the remaining provisions of this Agreement, unless such invalidity or unenforceability renders the operation of this Agreement impossible.
- 21.7 This Agreement may be executed in counterparts and the counterparts together shall constitute an original.
- No amendment, modification or supplement to this Agreement shall be valid or binding unless set out in writing and executed by the Parties with the same degree of formality as the execution of this Agreement.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed, as of the date first written above, by their respective representatives duly authorized in that behalf.

HYDRO ONE NETWORKS INC.

Name: X Laura Formusa Title: Secretary

I have the authority to bind the corporation.

LAKELAND POWER DISPRIBUTION INC. LTD.

Name: Chant, tochk

Title: President

I have the authority to bind the corporation

SCHEDULE "A"

PRINCIPLES AND VALUES

This Agreement is based on the mutual desire by both Parties to work together to their respective benefit, and to ensure that Joint Use is planned and implemented where appropriate because it is the right thing to do for each Party's Customers that it serves, its employees and stakeholders.

This Agreement has been put in place to encourage communication between both Parties and to formalize their respective obligations related to Joint Use.

Recognizing that all situations cannot be covered in detail, the following set of Principles and Values has been created to facilitate the creation of new procedures and problem resolution. These Principles and Values are the fundamental framework for the Joint Use relationship and form an essential part of this Agreement, or any modification that may be required from time to time.

Trust

Trust is the most critical success factor in achieving our joint mission. We must be competent, open and trustworthy in our dealings with each other.

Safety and Standards

Our actions and decisions will be based upon a respect for each other's safety and technical standards.

<u>Win/Win</u>
The Joint Use relationship requires understanding of each other's perspective and subsequently choosing actions of mutual benefit.

Reciprocity

Reciprocity is an important consideration in the development and application of this Agreement recognizing that each and every transaction will not necessarily be mutually beneficial.

Value Added

We will emphasize doing the "right things right" and eliminate processes that do not add value to our respective business and the community we serve.

Pride In Partnership

As both Parties are committed to excellence, we take pride in the way we work together and share our resources for the benefit of the communities we serve.

Customer Focus

Our actions and decisions will be driven by the needs of the communities and respective Customers that we both serve.

Environmental Responsibility

Our actions and decisions will be based on respect for each Party's environmental initiatives and concerns.

Our agreement will enable frontline teams to make operational decisions consistent with these principles and values.

Continuous Improvement

We will continuously strive to improve all aspects of our working relationships.

SCHEDULE "B"

CONTRACT ADMINISTRATION GUIDE

1.0 GENERAL

- 1.1 For purposes of this CAG, capitalized words or expressions, unless otherwise defined in this CAG, shall have the meaning given to them in the Agreement for Licensed Occupancy of Power Utility Distribution Poles to which this CAG is attached and of which this CAG forms a part ("the Agreement").
- 1.2 The procedures and forms detailed herein have been prepared to outline, in general, the requirements for authorizing Joint Use under the Agreement.
- 1.3 Each of the Parties have authorized the respective designated representative identified in Clause 15.1 of the Agreement to sign Permits on its behalf. Each Party may change their respective designated representative, or add other designated representatives, by notice in writing to the other Party.
- 1.4 Where practical, field visits shall be made jointly by the Parties to determine the most practical and economical solution for both Parties. However, the Licensee, subject to clause 3.2 of the Agreement, shall not place any Attachments onto the Owner's poles without first obtaining approval in the form of a signed Permit.

2.0 APPLICATION BY THE LICENSEE FOR JOINT USE OF THE OWNER'S POLES

- Whenever the Licensee wishes to place its attachments, or alter the number, size or nature of its Attachments, on the Owner's poles, it shall complete and submit a Request for Licenced Occupancy of Poles form and the Owner shall reply to such form in the manner specified herein. In addition, as part of its application, the Licensee shall submit such other information or material required by the Owner for purposes of the Owner assessing the feasibility of the Licensee placing, affixing or attaching its attachments onto the Owner's poles, including the ability of the Owner to comply with all applicable laws, statutes, regulations, by-laws, standards, and codes in respect of its poles.
- 2.2 Where the Owner deems it necessary, the Owner's representative shall arrange for a joint field visit. At this time, the Owner's representative shall form an opinion as to the feasibility and desirability of the proposed Joint Use.
- 2.3 Notwithstanding any provision herein or in the body of the Agreement, the Owner may in its sole and absolute discretion refuse to grant the permission requested. In such an instance, the Owner will state in writing its reasons for refusing to grant the permission requested. If the Licensee can satisfy the Owner's concerns, then the Licensee may make a new application and resubmit for approval by the Owner.
- 2.4 If the proposed Joint Use is acceptable to both Parties, the Owner's representative will, if necessary, prepare an estimate of Make Ready costs stipulating the cost to be paid by the Licensee should Make Ready Work be required to accommodate the proposed Joint Use. The signed original estimate and one signed copy will be forwarded to the Licensee's representative.
- After receipt of the Owner's estimate and provided the Licensee finds the estimate acceptable, the Licensee's representative will arrange for signing in accordance with the Licensee's authorization practices after which the original estimate shall be signed and returned to the Owner's representative and the copy shall be signed and retained by the Licensee for its records.

- After the signed cost estimate form has been returned to the Owner, the Request for Licensed Occupancy of Poles form attached as Exhibit 1 hereto, shall be prepared by the Licensee's representative and signed by the Licensee's representative. The Licensee is required to specify the location, size, number and nature of the proposed Attachments. Two copies shall be prepared and signed by the Licensee's representative and both copies shall be forwarded to the Owner's representative for approval.
- 2.7 If satisfactory, the Owner's representative will sign both copies of the Request for Licensed Occupancy of Poles form and return the original to the Licensee's representative, thus authorizing the Joint Use.
- 2.8 The Owner will then proceed with the Make Ready Work necessary to accommodate the proposed Joint Use and forward the invoice to the Licensee for the costs of the said Make Ready Work.
- 2.9 The Owner shall, at its sole cost, ensure that its poles and Attachments meet the Standard prior to permitting the Licensee to place any of its Attachments onto the said poles.

3.0 ANNUAL INVOICING AND AUDITS

- 3.1 During the first quarter (1/4) of each year, each Owner shall prepare a summary invoice indicating the total number of Licensee Attachments on each Joint Use Pole and amount owing including the applicable taxes, in accordance with the provisions of Article 9 of the Agreement.
- 3.2 (a) In order to ensure the accuracy and completeness of existing Joint Use Permits, a joint field inspection shall be made at least once every six years during the Term of the Agreement (the six-year period commencing on the year of the Effective Date) at a time and day to be mutually agreed upon. Audit costs shall be equally borne by both Parties. If the Parties cannot agree on a time and day with a minimum of 3 months' advance notice for an audit, then the Owner shall conduct the audit and the audit costs shall be equally borne by both Parties. If the Parties agree to a time and day for an audit and one of the Parties cannot or does not attend, then the other Party can carry out the audit and the audit costs shall be equally borne by both Parties. Any discrepancies will be corrected and new Permits cancelling or superseding the previous Permits shall be signed by both Parties within 30 days after the relevant Joint Use inspection to reflect the actual Joint Use pole count. If at any time during the Term of the Agreement an Attachment(s) is attached to any of the Owner's poles or Joint Use Poles without a Permit(s) being approved by or on behalf of the Owner for such Attachment(s), the Licensee shall remove the said unauthorized Attachment(s) as requested by the Owner. In the event the Licensee fails to remove the said unauthorized Attachment(s), the Owner shall have the right to forthwith remove any and all unauthorized Attachment(s) placed on its poles or Joint Use Poles and to charge the Licensee for all costs incurred by the Owner as a result of the removal of such unauthorized Attachment(s). Where it is determined by the Owner, in its sole and absolute discretion, to be feasible to do so, the Licensee may submit a revised or new Request for Licensed Occupancy of Poles form to reflect the Attachment(s). In the event the revised or new Request for Licensed Occupancy of Poles form is approved by the Owner, the said Attachment(s) become(s) authorized and may remain on the poles or Joint Use Poles subject to the terms and conditions of this Agreement.
 - b) In addition to the Permit Fees and other applicable fees payable for authorized Attachment(s) and the costs identified in clause 3.2(a) above, the Licensee agrees to pay to the Owner the total Permit Fees for any unauthorized Attachment(s) for the years during which the unauthorized Attachment(s) are placed on the poles or Joint Use Poles or for a period of five years, whichever amount is less, or (ii) for a period of five years where the date upon which the unauthorized Attachment(s) are placed on the poles or Joint Use Poles cannot be established, the total Permit Fees being calculated by using the Permit fee for the current year in which the calculation is being made. The Parties agree that the total Permit Fees herein provided shall be deemed to be fair and just in the circumstances and shall be treated as liquidated damages and not as a penalty. Should the number of unauthorized Attachment(s)

exceed 2% of the number of Attachments for which Permits have been granted, the Licensee will also pay to the Owner its labour costs associated with the audit inspection wherein the Owner discovered the unauthorized Attachment(s).

4.0 REVISION AND CANCELLATION OF PERMITS

- 4.1 For changes in the number or nature of a Licensee Attachment(s) already on the Owner's Joint Use Pole, a "Superseding" Permit is required to be approved by the Owner before the change can be made. A revised Permit shall be prepared by the Licensee in a manner similar to that for "New" Joint Use as outlined in Section 2 above and the Licensee shall ensure that the existing Permit number that is being "Superseded" is shown in the appropriate block and that the new number of Joint Use Poles is shown in the "Rental Poles" block.
- 4.2 For the termination or cancellation of any Permits, a new Permit number is not required. The word "Cancellation" or "Termination" will be typed in the space normally used for the Permit number and the Permit number to be "Cancelled" shall be shown in the "Location" block noting the reason for cancellation.

5.0 PURCHASE/SALE OF EXISTING JOINT USE POLES

5.1 a) When the Owner discontinues the use of a Joint Use Pole(s) and the Licensee has agreed to purchase the said pole(s), as per Article 7, Clause 7.2 of the Agreement, the sale/purchase price for each Joint Use Pole shall be calculated as follows:

P = R - C

Where:

P = Sale/Purchase Price

R = Residual Value from Exhibit 4 hereto, Table 1

C = Cost of Pole Removal from Exhibit 4 hereto, Table 2 For the individual Joint Use Pole to be sold, where the cost of removal exceeds the Residual Value of the said Joint Use Pole, a nominal price of \$1.00 will apply.

b) The act of purchasing installed Joint Use Poles does not transfer a Right of Way, therefore, it will be the responsibility of the new Owner to ensure that any required Rights of Way are first obtained pursuant to Article 5 of the Agreement in order for the purchase of poles to be effective.

6.0 NOTIFICATION OF NEW LINES

6.1 Whenever either Party is intending to reconstruct its existing Joint Use Poles, extend its services in the vicinity of existing Joint Use Poles or in such other situations where the other Party might reasonably be affected, notice shall be provided to the other Party stating the location of such new work. The other Party shall reply within 14 days as to whether or not Joint Use will be desirable. Should the Licensee desire space on the new poles, a new Request for Licensed Occupancy of Poles form must be submitted by the Licensee to the Owner for approval pursuant to Section 2.0 of this CAG.

7.0 REBUILD, REPLACEMENT OR RELOCATION OF POLES

7.1 If, at any time, the Owner deems it necessary to remove, replace or change the location of any Joint Use Pole designated by a Permit as supporting Attachments of the Licensee, the Owner shall

notify the Licensee in writing, including conceptual pole plans, as far in advance of the start of work as is possible but in any event not less than 90 days in advance of the start of work by the Owner. Once the Owner's work is completed, the Licensee shall be informed of the requirement to remove or relocate its Attachments within a further 60 days. If, due to the complexity or timing of the Licensee's work, the 60 day period cannot reasonably be met, a mutually agreed to completion time period will be negotiated and confirmed in writing by both Parties. In both cases, the Licensee's completion period shall commence from the date written notification from the Owner to the Licensee is given. Within this time, the Licensee shall, at its sole risk and expense, remove its Attachments from the relevant Joint Use Pole and, except when the notice specifies to the contrary, may transfer the Attachments to the Joint Use Pole in the new location or to the new pole, as the case may be. In either case, the terms and conditions of the Agreement shall continue to apply to the Attachments so transferred.

- 7.2 The Licensee agrees to Rearrange (or remove) temporarily and at its sole risk and expense any of its Attachments placed on Joint Use Poles of the Owner, whenever notified to do so by the Owner for purposes of the Owner carrying out work on its Joint Use Poles within a time limit to be determined mutually by the two Parties, failing which by no later than 60 days after the date of the notice from the Owner.
- 7.3 In case of Emergency, the Owner may give such shorter notice as the Owner deems expedient regarding removal, rearrangement, replacement or transfer of the Licensee's Attachments, and the notice may be given orally or by fax.
- 7.4 In instances where plant adjustments are initiated as a result of work being done by a municipality or other Governing Body in Ontario pursuant to the *Public Service Works on Highways Act*, as amended, all conditions of notification and scheduling of work indicated in clause 7.1, and 7.2 above shall be superseded and dictated by the requirements of the Municipality or Governing Body in Ontario, where such requirements exist.
- 7.5 a) If the Licensee fails to comply with a notice given pursuant to any of clauses 7.1, 7.2, or 7.3 above, then the Owner, unless agreement is reached with the Licensee with regard to an alternative method of compliance, shall be entitled to a delayed removal charge of \$100 per Joint Use Pole per month commencing on the month during which the Licensee was to comply with the Owner's notice, until such time as the Licensee has fully complied with the Owner's notice.
 - b) If the Owner fails to comply with the notification periods or mutually agreed to completion periods, as the case may be, pursuant to any of the clauses 7.1, 7.2 or 7.3 above, the Owner shall not be entitled to a delayed removal charge until notification according to paragraph 7.1 is executed.
 - c) The Owner and the Licensee will consider opportunities to perform work operations for each other to minimize delays and costs associated with the rebuild, replacement and relocation of Joint Use Poles. The Licensee will initiate discussion regarding alternatives at the initial time of notification.

8.0 POLE LINE LOCATIONS

- 8.1 Neither Party shall place a pole in a Pole Line Location already occupied by a pole or pole line of the other Party, regardless of whether the existing pole or pole line is Joint Use or not, without the written consent of the owner of the existing pole or pole line.
- 8.2 Neither Party shall add, remove or replace a pole in a pole line belonging to the other party without the written consent of the other Party. Any such pole so placed shall become the property of the other Party. All costs incurred by the other party associated with a pole so placed or replaced by the first Party will be the responsibility of the first Party.

8.3 Pole markings shall be placed on all of the Owner's Joint Use Poles to clearly indicate ownership, placement year, and pole test and treatment date as shown in the diagram below or some other mutually acceptable practice. The Joint Use Poles may also be marked with pole tag insignia to denote pole number, switch number, transformer location and other information. Any additional markings desired by the Licensee must be first approved by the Owner. It should be noted the dating nails are installed at or near the brand height. For Joint Use Poles 55 ft (16.8M) or less, the brands is 10ft (3M) from the butt. For Joint Use Poles over 55 ft, the brand is 14 ft (4 M) from the butt.



Note: Top diagram depicts nail with treatment year. Bottom diagram depicts nail with installation year.



9.0 MARKING AND CORRECTION OF HAZARDOUS CONDITIONS

- 9.1 When either Party discovers a Hazardous Condition on a Joint Use Pole, it shall notify the other Party and shall mark the Joint Use Pole as follows:
 - a) Electrical hazards: Red belted tag holder with tag
 - Structural hazards: 2 Yellow bands for emergency or where the pole will be changed within 6 months;

any one or more of the following:

- 1/2 inch or less shell remaining of sound wood at each of the test drill locations.
- The shell rot at ground-line is greater than 1 1/4 inch average all around the pole.
- Within the first 6 feet above ground, a "chunk" greater than 30% of the cross section is
 missing. (This would normally be the result of an impact from a snow plow or farm
 equipment.)
- The pole is in a condition considered to be a severe and immediate risk to public safety. (Example, a broken pole, or a pole leaning severely with a transformer attached to it.)

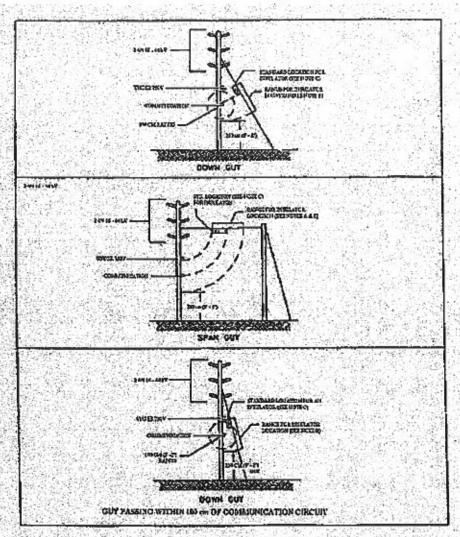
A single yellow band if pole change will be done in subsequent planned work releases)

1 yellow band indicates any one or more of the following:

- If the pole has less than 2 inches average shell thickness, or has "SEVERE" damage, or both,
- bands to be placed (4 feet to 5 feet above ground line.)
- 9.2 In the event that either Party has marked a Joint Use Pole with a red belted tag holder for work protection, under no circumstances shall anyone work above the red band.

10.0 STRAIN INSULATORS

10.1 Strain insulators of the appropriate mechanical strength and voltage rating shall be installed on all down guys. The location of the guy strain insulator on Networks guys is specified in the diagram below. Strain insulators on the Licensee's guys must be installed between 2.5m and 3.5 metres (8 to 12 feet) above ground by the Licensee. The Licensee's insulators must be maintained in safe working condition at all times.



NOTES

- (A) A standard insulator is required if power circuit of a separate line is crossing above or below span guy. This second insulator should be located so as to insulate the section of the span guy which is exposed to the crossing circuit.
- (B) The insulator should fall below all power attachments (including neural) under broken guy conditions and it should be a minimum of 200 cm (where possible) from the pole attachment.
- (C) If communication (telephone or cable TV) connections are on pole, guy insulator must be in the standard location as shown.

Notes:

Primary Phase conductor is defined in the Standard as a circuit having phase to phase voltage above 750 Volts.

The insulator shall be located below all primary and neutral conductors under broken guy conditions and should be a minimum of 2.0 meters (6 feet), where possible from the point of attachment at the Owner's Joint Use Pole.

One insulator may be used to meet both requirements, provided it is located below all primary and neutral conductors and it insulates or isolates the section of guy that is within 1.0 metre of the Licensee's Attachment from the top portion of the guy.

11.0 GUYING AND ANCHORING:

- Each party shall provide guys and anchors with sufficient capacity to support its own Attachments and shall ensure that any such guys (except those used to support Attachments that form the subject of Existing Permits) are a minimum 3/8 of an inch thick.
- Suitable anchoring and guying that is required to accommodate unbalanced or additional loads due to the Licensee's Attachments, shall be installed by the Licensee at the Licensee's expense.
- Should the Licensee be unable to supply and install a suitable anchor, the Owner may, at the Licensee's request and expense, act as contractor for the Licensee to install an anchor.
- 11.4 The Licensee's anchors must be placed with a minimum separation of 1.5 metres (5 feet) from the Owner's anchor.
- Where separate anchoring is undesirable, the parties may cooperate to jointly study the feasibility of and, if agreeable to the Owner, implement Joint Anchorage. If the Owner agrees to such Joint Anchorage, the Owner will install such Joint Anchorage at the Licensee's expense.
- When adding or changing guys and anchors, the installing party shall not affect the existing tension on the other party's guys or disturb existing anchors.
- 11.7 Crossing guy wires is undesirable, however, where it is unavoidable, the minimum clearance between crossing guys (the point at which two guys cross) shall be 80 millimetres (3 inches).

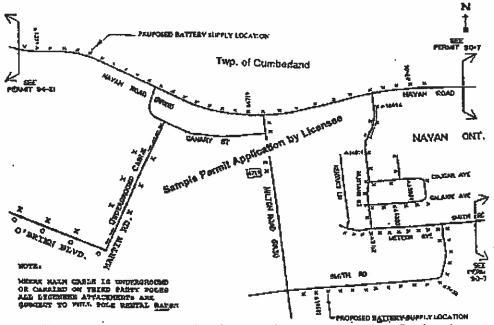
EXHIBIT 1 - REQUEST FOR LICENSED OCCUPANCY OF POLES FORM

APPLICATION FOR LICENSED OCCUPANCY OF POLES

(draft completed example)

*Please complete all boxes above the dotted line.

To be attached to and form part of	of the agreement effective:	Licensee's project name/re	fer#
		Supercedes Permit No., "1	New" or "Cancel"
Permission is requested by Name of company	Signature: (by authorized company	Print Name and Title:	
To place attachments as follows:	(note specific quantity, size and nature of p		
Note Company Division	Detail # of conductors, Size, e, sketch should show any transfo		с.
Lot no. (in or between) Lots 7 - 11	Conc./Street or Road Names Con. 9 & 10	Township/village or town of Village of Navan	County/Municipality Ottawa-Carleton



* Please orient sketch to the north, show occasional Owner transformer numbers and adjacent Permit numbers

Approved Signature (Owner)	Legend O = Third Party	No. of full rental poles 95
Name and Title (please print)	Pole	
Operations manager or designate Operations/ Front Line Manager	X = Joint Use Pole	
Operations Centre Winchester SC	Permit no.	-1
Date	Other internal project YES	NO

APPLICATION FOR LICENSED OCCUPANCY OF POLES

*Please complete all boxes above the dotted line.

To be attached to and form part	of the agreement effective:		Licensee's project name/re	fer#
			Supercedes Permit No., "N	lew" or "Cancel"
Permission is requested by	Signature:		Name and Title: (please pr	int)
'o place attachments as follow	s: (note specific quantity, size and natu	ire of proposed atta	chment(s)	
o puod atutominata as tono	s. (note specime quantity, once and main	no or proposed and	-74	
Company Division		External Perm	uit Number	
ot no. (in or between)	Conc./Street or Road names	Tow	nship/Village or town of	County/Municipality
			*	
Please orient sketch to the nor	th, show occasional Owner transform	er numbers and adj	acent Permit numbers	
or Internal Use Only		······································	<u></u>	***
pproved Signature (Owner)			Legend	No. of full rental pol
ame and Title (please print)	-			
perations manager or designat	е		1	
perations Centre		<u> </u>	Permit no.	.2
ate			Other internal project	300

EXHIBIT 2 - DIVISION OF COSTS

1.0 POLE COSTS

1.1 A Normal Pole shall be a pole having length of up to and including 15.2 m (50 feet) and having other dimensions, which meet the strength and other requirements for Joint Use in accordance with the Standard.

The space which each Party will utilize on a Normal Pole shall be considered as follows:

Power Space: All that space above the separation space.

Separation Space: The space between the Power Space and the Telecommunication Space, a minimum

1.0 m (40 in.) measured at the pole.

Telecommunication Space: Any 0.6 m space above the Clearance Space that adheres to the clearance

specifications in the Standard having regard to sag considerations.

Clearance Space: Height of Telecommunications Attachments, including conductors and other related

equipment, that adheres to the clearance specifications in the Standard having regard to

sag considerations.

Variations in the above space allotments may be adopted in any location where shorter poles can be economically used for Joint Use. In-span clearances between Telecommunications Attachments and the Attachments subject to the Agreement will, as a minimum, adhere to the Standard.

1.2 When a pole taller than 15.2m is required by one Party, that Party shall pay the extra height costs as outlined in Table 2 of Exhibit 4 in addition to the Residual Value of the existing 15.2 m pole determined in the Residual Cost Table 1 of Exhibit 4.

When the extra height is due to the requirements of both Parties, such as grading, the Licensee shall pay the Owner a sum equal to one half of the Residual Value of the existing pole as outlined in the Residual Value Table 1 of Exhibit 4 and one half of the extra height costs as outlined in Table 2 of Exhibit 4.

- When a pole or Joint Use Pole is erected to replace another, solely because such other pole is insufficient in size and strength to provide for the Licensee's requirements, the Licensee shall pay to the Owner, the Residual Value of the existing pole as determined by Table 1 of Exhibit 4 and extra height costs for pole above 15.2 (50feet) as outlined in Table 2 of Exhibit 4. The cost of removing the replaced pole or Joint Use Pole shall be borne by the Owner and ownership of the replaced pole or Joint Use Pole shall be retained by the Owner.
- 1.4 When an existing pole in a pole line requires replacement to provide for a common pole crossing or guying facility of the other Party, such pole shall be replaced by the Owner, and the Licensee shall pay to the Owner a sum of money equal to the Residual Value of the replaced pole as determined by Table 1 of Exhibit 4, plus the incremental costs for extra pole height as outlined in Table 2 of Exhibit 4.
- Where an additional pole must be erected in the existing pole line of the Owner to provide means for a common pole crossing or guying facility of the Licensee, the total cost for such a pole shall be paid by the Licensee. Notwithstanding any other provision of the Agreement, such additional poles may be sold to the Licensee at the nominal charge of \$1.00 each, if the Owner abandons its Pole Line in this location.
- 1.6 The cost of maintaining or replacing deteriorated or defective Joint Use Poles shall be borne by the Owner of the Joint Use Poles. In such cases each Party shall be responsible for the costs of transferring its Attachments.

2.0 TRANSFER, ATTACHING AND REARRANGEMENT COSTS

- 2.1 Where the Owner, in order to establish new Joint Use or adding to existing Joint Use on the pole, is required to Transfer or Rearrange its Attachments on the pole, then the cost of such Transfer or Rearrangement shall be borne by the Licensee.
- 2.2 Where Transferring or Rearranging involves the replacement of existing Joint Use Poles to provide additional height or strength to meet the requirements of the Licensee, the Licensee shall pay the costs of Transferring or Rearranging the Attachments of the Owner. Payment for additional height shall be made as described in Table 2 of Exhibit 4. This payment must be noted on the Permit to avoid future incremental costs for additional height.
- 2.3 Where a change in the pole line required by the Owner of the poles causes the Licensee to remove or make a change to its Attachments, the Licensee shall bear all of its own costs involved whether or not a pole is replaced.
- Where a change to the Attachments by the Licensee on Joint Use Poles causes the Owner to make a change to its Attachments or Joint Use Poles, the Licensee shall bear the cost of the changes incurred by the Owner whether or not a pole is replaced.
- 2.5 Each Party shall bear its own costs where Transferring or Rearranging is required due to the replacement of a Joint Use Pole in the same location for maintenance necessary in the opinion of the Joint Use Pole Owner.
- Where Transferring or Rearranging involves the replacement of a Joint Use Pole requested by a property owner or Governing Body, each Party hereto shall be responsible for its own costs of Transferring or Rearranging its Attachments. Each Party shall, at its option, be responsible for recovering all or part of its costs from the initiating Third Party. Reconstruction of the existing Joint Use Pole line shall not proceed without the approval of both Parties.
- 2.7 Where Attaching, Transferring or Rearranging is required to accommodate the Attachments of a Third Party, such costs shall be identified and borne by the Third Party and recovered by the Joint Use Pole Owner.
- 2.8 Where the Transferring or Rearranging of Attachments on an existing non-Joint Use Pole line is required to accommodate an overbuild in the same Pole Line Location by the other Party, the original Party's transfer costs and Residual Value costs will be the responsibility of the other Party overbuilding the existing non-Joint Use Pole line in the manner specified in clauses 8.1 and 8.2 of this CAG.

EXHIBIT 3 – LINE CLEARING

1.0 GENERAL

- 1.1 Line Clearing on all Joint Use Pole lines will be carried out in accordance with the Standard and the specifications provided in Section 3.0 below.
- 1.2 The costs for maintenance Line Clearing are part of the Permit Fee payable by the Licensee and which Permit Fee is subject to escalation as per Article 9, Clause 9.5 of the Agreement.
- 1.3 One Party may engage the other Party to perform Line Clearing as required and share the costs as agreed.

2.0 RATIONALE

The costs for maintenance Line Clearing embedded in the Permit Fee are based upon and recognizes the following:

- The Owner's incremental costs to manoeuvre in and around the Licensee's Attachments as part of routine Line Clearing of Joint Use Pole lines
- Benefits, in the context of avoided costs, derived by the Licensee through costs incurred by the Joint Use Pole Owner in clearing around its Attachments in the upper position on the Joint Use Pole.
- Maintenance Line Clearing reduces subsequent Line Clearing costs for new or added installations and reduces both Parties' exposure to Third Party liability.

3.0 SPECIFICATION FOR MAINTENANCE LINE CLEARING

- 3.1 Where trees exist near supply line conductors, they shall be trimmed, where practicable, so that neither the movement of the trees nor the swinging or increased sagging of the conductors in the wind, in ice storms, or at high temperatures will result in contact between the conductors and the trees. Where trimming is impracticable, the conductors shall be protected as necessary to prevent damage and electrical hazards.
- 3.2 If the Licensee's Attachments are in particular conflict with sensitive Third Party -owned vegetation, then the Licensee shall address the issue with the Third Party.
- 3.3 All pruner and saw cuts are to be performed to a professional standard.
- 3.4 All side or overhanging limbs, including dead wood, that could come into contact with conductors either by wind or by the weight of ice or snow, shall be shortened or removed.
- 3.5 All danger trees, where possible, shall be removed.
- 3.6 The Party performing Line Clearing will obtain any required municipal or private property approvals and be accountable for any damage or liability claims resulting from its operations and endeavor to manage public relations issues appropriately.
- 3.7 The Party conducting Line Clearing is responsible for clean up, removal of debris, and restoration of the site.

EXHIBIT 4 - INVOICES AND COST INFORMATION

1.0 GENERAL

- 1.1 Engineering charges shall not be charged by either Party for matters relating to Joint Use of poles under this Agreement provided that work is started within 6 months after the engineered charges are approved by a Permit. In the event no Permit is submitted or the project is cancelled, the applicant will be responsible for engineering costs incurred.
- 1.2 The Residual Value Table 1 and the Unit Transfer or Rearrangement Costs Table 2, both of which are attached to this Exhibit 4 shall be updated by the Owner annually using 100% of the change in the CPI for August for Ontario, for use commencing January 1 of the following year.

2.0 RESIDUAL VALUE TABLE

- 2.1 The Residual Values specified in Table 1 to this Exhibit 4 represent the value in place of a pole in accordance with the age of the pole. These costs are based on a class 3-pole strength in all soil conditions.
- 2.2 Table 1 attached to this Exhibit 4 may be used to determine the Residual Value where a pole is replaced prematurely or when a pole is sold. A deduction shall be allowed for a previous payment made for extra height where noted on existing Permits.

3.0 UNIT TRANSFER OR REARRANGEMENT COSTS TABLE

- 3.1 In accordance with Clause 10.2 of the Agreement, flat rate charges outlined in the Unit Transfer or Rearrangement Costs Table 2 to this Exhibit 4 may be used in invoicing between the Parties. Accordingly, an invoice may be prepared, using the unit costs outlined in Table 2.
- 3.2 The attached Unit Transfer or Rearrangement Costs Table 2 represents the average cost of Transferring Attachments from an existing Joint Use Pole to a new pole. This Table represents an average of all costs that could be incurred when Transferring or Rearranging excluding material unless otherwise noted. If there is an instance where costs are not defined in the Table, then actual costs shall be used.
- 3.3 Table 2 attached to this Exhibit 4 may be used for estimating purposes and invoicing.
- 3.4 The Unit Transfer or Rearrangement Costs Table 2 may be used where the work involves only Attaching or only removing a Joint Use Pole, by taking 50% of the amount indicated. For purposes of the Agreement, the value indicated in the Residual Value Table attached to this Exhibit shall be used to determine additional height charges for each 1.5m (5ft) difference in pole height to 50 feet. The amount determined shall be used for charges to the Licensee for height in excess of a Normal Pole. E.g only. (figures used are not from tables). The Licensee requests a 55' pole. Value of a 50' pole is \$2101, Value of a 55' pole is \$2795, Subtract the difference, the Licensee pays additional height charges of \$694.00. (Calculations will be done using the Tables attached to this Exhibit 4)

4.0 INVOICING FOR JOINT USE WORK

- 4.1 The Parties agree that the costs charged for any work carried out in relation to Joint Use shall be those specified in Table 2 to this Exhibit 4 where applicable and shall contain the following:
 - a) total cost of labour, together with transport and work equipment, plus overhead in accordance with the practices of the Party carrying out the work; and

- b) other miscellaneous expenses, such as Make Ready Line Clearing, advertising, Permit Fees, special work equipment, switching or contract work.
- 4.2 The Party carrying out any work in relation to Joint Use for the other Party shall provide the other Party with an estimate of the project cost prior to commencing the work and shall only be obligated to perform the work if agreed to by the other Party. The Party that has carried out the work for the other Party shall issue an invoice to the other Party upon completion of the work and shall provide a written explanation to the other Party in the event that the amount payable pursuant to the invoice is in excess of 10% of the estimate.

EXHIBIT 4

TABLE 1 – RESIDUAL VALUE TABLE

Revis	ed/Issued: Ja	nuary 2005		1 18 174		A STATE OF S			
AGE	CONDITION	30 FT	35 FT	40 FT	45 FT	50 FT	55 FT	60 FT	65 FT
0	100.00%	\$ 1,303	\$ 1,327	\$ 1,511	\$ 1,675	\$ 1,806	\$ 2,505	\$ 3,197	\$ 3,476
1	98.00%	\$ 1,277	\$ 1,300	\$ 1,481	\$ 1,642	\$ 1,770	\$ 2,455	\$ 3,133	\$ 3,406
2	96.00%	\$ 1,251	\$ 1,274	\$ 1,451	\$ 1,608	\$ 1,734	\$ 2,405	\$ 3,069	\$ 3,337
3	94.00%	\$ 1,225	\$ 1,247	\$ 1,420	\$ 1,575	\$ 1,698	\$ 2,355	\$ 3,005	\$ 3,267
4	92.00%	\$ 1,199	\$ 1,221	\$ 1,390	\$ 1,541	\$ 1,662	\$ 2,305	\$ 2,941	\$ 3,198
5	90.00%	\$ 1,173	\$ 1,194	-	\$ 1,508	\$ 1,625	\$ 2,255	\$ 2,877	\$ 3,128
6	88.00%	\$ 1,147	\$ 1,168		\$ 1,474	\$ 1,589	\$ 2,204	\$ 2,813	\$ 3,059
7	86.00%	\$ 1,121	\$ 1,141		\$ 1,441	\$ 1,553	\$ 2,154	\$ 2,749	\$ 2,989
8	84.00%	\$ 1,095	\$ 1,115		\$ 1,407	\$ 1,517	\$ 2,104	\$ 2,685	\$ 2,920
9	82.00%	\$ 1,068	\$ 1,088		\$ 1,374	\$ 1,481	\$ 2,054	\$ 2,622	\$ 2,850
10	80.00%	\$ 1,042	\$ 1,062		\$ 1,340	\$ 1,445	\$ 2,004	\$ 2,558	\$ 2,781
11	78.00%	\$ 1,016	\$ 1,035		\$ 1,307	\$ 1,409	\$ 1,954	\$ 2,494	\$ 2,711
12	76.00%	\$ 990	\$ 1,009	· · · · · · · · · · · · · · · · · · ·	\$ 1,273	\$ 1,373	\$ 1,904	\$ 2,430	\$ 2,642
13	74.00%	\$ 964	\$ 982		\$ 1,240	\$ 1,336	\$ 1,854		\$ 2,572
14	72.00%	\$ 938	\$ 955		\$ 1,206	\$ 1,300	\$ 1,804	\$ 2,302	\$ 2,503
15	70.00%	\$ 912	\$ 929	-	\$ 1,173	\$ 1,264	\$ 1,754	\$ 2,238	\$ 2,433
16	68.00%	\$ 886	\$ 902		\$ 1,139	\$ 1,228	\$ 1,703		\$ 2,364
17	66.00%	\$ 860	\$ 876	\$ 997	\$ 1,106	\$ 1,192	\$ 1,653	\$ 2,110	\$ 2,294
18	64.00%	\$ 834	\$ 849	\$ 967	\$ 1,072	\$ 1,156	\$ 1,603	\$ 2,046	
19	62.00%	\$ 808	\$ 823	\$ 937	\$ 1,039	\$ 1,120	\$ 1,553	\$ 1,982	\$ 2,155
20	60.00%	\$ 782	\$ 796	\$ 907	\$ 1,005	\$ 1,084	\$ 1,503	\$ 1,918	\$ 2,086
21	58.00%	\$ 756	\$ 770	\$ 876	\$ 972	\$ 1,047	\$ 1,453	\$ 1,854	\$ 2,016
22	56.00%	\$ 730	\$ 743	\$ 846	\$ 938	\$ 1,011	\$ 1,403	\$ 1,790	\$ 1,947
23	54.00%	\$ 704	\$ 717	\$ 816	\$ 905	\$ 975	\$ 1,353	\$ 1,726	
<u> 24</u>	52.00%	\$ 678	\$ 690	\$ 786	\$ 871	\$ 939	\$ 1,303	\$ 1,662	
25	50.00%	\$ 652	\$ 664	\$ 756	\$ 838	\$ 903	\$ 1,253		\$ 1,738
26	48.00%	\$ 625	\$ 637	\$ 725	\$ 804	\$ 867	\$ 1,202	\$ 1,535	+
<u> 27</u>	46.00%	\$ 599	\$ 610	\$ 695	\$ 771	\$ 831	\$ 1,152	\$ 1,471	\$ 1,599
<u></u> 28	44.00%	\$ 573	\$ 584	\$ 665	\$ 737	\$ 795	\$ 1,102	\$ 1,407	\$ 1,529
29	42.00%	\$ 547	\$ 557	\$ 635	\$ 703	\$ 759	\$ 1,052	\$ 1,343	\$ 1,460
30	40.00%	\$ 521	\$ 531	\$ 604	\$ 670	\$ 722	\$ 1,002	\$ 1,279	\$ 1,390
31	38.00%	\$ 495	\$ 504	+	\$ 636	\$ 686	\$ 952	\$ 1,215	+
32	36.00%	\$ 469	\$ 478	\$ 544	\$ 603	\$ 650	\$ 902	\$ 1,151	
33	34.00%	\$ 443	\$ 451	\$ 514	\$ 569	\$ 614	\$ 852	\$ 1,087	
34	32.00%	\$ 417	\$ 425	\$ 484	\$ 536	\$ 578	\$ 802	\$ 1,023	+
35	30.00%	\$ 391	\$ 398	\$ 453	\$ 502	\$ 542	\$ 751	\$ 959	\$ 1,043
36	28.00%	\$ 365	\$ 372	\$ 423	\$ 469	\$ 506	\$ 701	\$ 895	\$ 973
37	26.00%	\$ 339	\$ 345	\$ 393	\$ 435	\$ 470	\$ 651	\$ 831	\$ 904
38	24.00%	\$ 313	\$ 318	\$ 363	\$ 402	\$ 433	\$ 601	\$ 767	\$ 834
39	22.00%	\$ 287	\$ 292	\$ 332	\$ 368	\$ 397	\$ 551	\$ 703	\$ 765
40	20.00%	\$ 261	\$ 265	\$ 302	\$ 335	\$ 361	\$ 501	\$ 639	\$ 695
41	18.00%	\$ 235	\$ 239	\$ 272	\$ 301	\$ 325	\$ 451	\$ 575	\$ 626
42	16.00%	\$ 208	\$ 212	\$ 242	\$ 268	\$ 289	\$ 401	\$ 512	\$ 556
43	14.00%	\$ 182	\$ 186	\$ 212	\$ 234	\$ 253	\$ 351	\$ 448	\$ 487
44	12.00%	\$ 156	\$ 159	\$ 181	\$ 201	\$ 217	\$ 301	\$ 384	\$ 417
45	10.00%	\$ 130	\$ 133	\$ 151	\$ 167	\$ 181	\$ 250	\$ 320	\$ 348
46	8.00%	\$ 104	\$ 106	\$ 121	\$ 134	\$ 144	\$ 200	\$ 256	\$ 278
47	6.00%	\$ 78	\$ 80	\$ 91	\$ 100	\$ 108	\$ 150	\$ 192	\$ 209

48	4.00%	\$ 52	\$ 53	\$ 60	\$ 67	\$ 72	\$ 100	\$	\$ 139
49	2.00%	\$ 26	\$ 27	\$ 30	\$	\$ 36	\$ 50	\$ 64	\$ 70
50	0.00%	\$ -	\$ •	\$ -	\$ •	\$ -	\$ -	\$ -	\$ - 1

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AGE	CONDITION		FT		FT	40	FT	45	FT	5	0 FT	5!	5 FT	6	0 FT	6	5 FT
0	100.00%	\$	559	\$	582	\$	767	\$	931	\$	1,078	\$	1,442	\$	2,134	\$	2,413
1	97.20%	\$	548	\$	570	\$	752	\$	912	\$	1,056	\$	1,413	\$	2,091	\$	2,365
2	94.40%	\$	537	\$	559	\$	736	\$	894	\$	1,035	\$	1,384	\$	2,049	\$	2,316
3	91.70%	\$	525	\$	547	\$	721	\$	875	\$	1,013	\$	1,355	\$	2,006	\$	2,268
4	88.90%	\$	514	\$	535	\$	706	\$	857	\$	992	\$	1,327	\$	1,963	\$	2,220
5	86.10%	\$	503	\$	524	\$	690	\$	838	\$	970	\$	1,298	\$	1,921	\$	2,172
6	83.34%	\$	492	\$	512	\$	675	\$	819	\$	949	\$	1,269	\$	1,878	\$	2,123
7	80.80%	\$	481	\$	501	\$	660	\$	801	\$	927	\$	1,240	\$	1,835	\$	2,075
8	78.20%	\$	470	\$	489	\$	644	\$	782	\$	906	\$	1,211	\$	1,793	\$	2,027
9	75.70%	\$	458	\$	477	\$	629	\$	763	\$	884	\$	1,182	\$	1,750	\$	1,979
10	73.30%	\$	447	\$	466	\$	614	\$	745	\$	862	\$	1,154	\$	1,707	\$	1,930
11	70.90%	\$	436	\$	454	\$	598	\$	726	\$	841	\$	1,125	\$	1,665	\$	1,882
12	68.60%	\$	425	\$	442	\$	583	\$	708	\$	819	\$	1,096	\$	1,622	\$	1,834
13	66.30%	\$	414	\$	431	\$	568	\$	689	\$	798	\$	1,067	\$	1,579	\$	1,786
14	64.10%	\$	402	\$	419	\$	552	\$	670	\$	776	\$	1,038	\$	1,536	\$	1,737
15	62.00%	\$	391	\$	407	\$	537	\$	652	\$	755	\$	1,009	\$	1,494	\$	1,689
16	59.90%	\$	380	\$	396	\$	522	\$	633	\$	733	\$	981	\$	1,451	\$	1,641
17	57.80%	\$	369	\$	384	\$	506	\$	614	\$	711	\$	952	\$	1,408	\$	1,593
18	55.80%	\$	358	\$	372	\$	491	\$	596	\$	690	\$	923	\$	1,366	\$	1,544
19	53.90%	\$	347	\$	361	\$	476	\$	577	\$	668	\$	894	\$	1,323	\$	1,496
20	52.00%	\$	335	\$	349	\$	460	\$	559	\$	647	\$	865	\$	1,280	\$	1,448
21	50.10%	\$	324	\$	338	\$	445	\$	540	\$	625	\$	836	\$	1,238	\$	1,400
22	48.30%	\$	313	\$	326	\$	430	\$	521	\$	604	\$	808	\$	1,195	\$	1,351
23	46.50%	\$	302	\$	314	\$	414	\$	503	\$	· 582	\$	779	\$	1,152	\$	1,303
24	44.70%	\$	291	\$	303	\$	399	\$	484	\$	561	\$	750	\$	1,110	\$	1,255
25	43.00%	\$	280	\$	291	\$	384	\$	466	\$	539	\$	721	\$	1,067	\$	1,207
26	41.30%	\$	268	\$	279	\$	368	\$	447	\$	517	\$	692	\$	1,024	\$	1,158
27	39.60%	\$	257	\$	268	\$	353	\$	428	\$	496	\$	663	\$	982	\$	1,110
28	37.90%	\$	246	\$	256	\$	337	\$	410	\$	474	\$	634	\$	939	\$	1,062
29	36.30%	\$	235	\$	244	\$	322	\$	391	\$	453	\$	606	\$	896	\$	1,013
30	34.70%	\$	224	\$	233	\$	307	\$	372	\$	431	\$	577	\$	854	\$	965
31	33.10%	\$	212	\$	221	\$	291	\$	354	\$	410	\$	548	\$	811	\$	917
32	31.50%	\$	201	\$	210	\$	276	\$	335	\$	388	\$	519	\$	768	\$	869
33	29.90%	\$	190	\$	198	\$	261	\$	317	\$	367	\$	490	\$	726	\$	820
34	28.40%	\$	179	\$	186	\$	245	\$	298	\$	345	\$	461	\$	683	\$	772
35	26.90%	\$	168	\$	175	\$	230	\$	279	\$	323	\$	433	\$	640	\$	724
36	25.30%	\$	157	\$	163	\$	215	\$	261	\$	302	\$	404	\$		\$	676
37	23.80%	\$	145	\$	151	\$	199	\$	242	\$	280	\$	375	\$		\$	627
38	22.30%	\$	134	\$	140	\$	184	\$	223	\$	259	\$	346	\$		\$	579
39	20.80%	\$	123	\$	128	\$	169	\$	205	\$	237	\$	317	\$		\$	531
40	19.30%	\$	112	\$	116	\$	153	\$	186	\$	216	\$	288	\$	427	\$	483
41	17.80%	\$	101	\$	105	\$	138	\$	168	\$	194	\$	260	\$	384	\$	434
42	16.30%		89	\$	93	\$	123	\$	149	_\$	172	\$	231	\$		\$	386
43	14.80%	\$	78	\$	81	\$	107	\$	130	\$	151	\$	202	\$		\$	338
44	13.30%	\$	67	\$	70	\$	92	\$	112	\$	129	\$	173	\$		\$	290
45	11.80%	\$	56	\$	58	\$	77	\$	93	\$	108	\$	144	\$		\$	241
46	10.30%	\$	45	\$	47	\$	61	\$	74	\$	86	\$	115	\$		\$	193
47	8.80%	\$	34	\$	35	\$	46	\$	56	\$	65	\$	87	\$		\$	145
48	7.30%	\$_	22	\$	23	\$	31	\$	37	\$	43	\$	58	\$		\$	97
49	5.80%	\$	11	\$	12	\$	15	\$	19	\$	22	\$	29	\$		\$	48
50	4.30%	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-

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0	100.00%	\$	856	\$	880	\$	1,064	\$	1,228	\$	1,359	\$	1,741	\$	2,433	\$	2,71
1	98.00%	\$	839	\$	862	\$	1,043	\$	1,203		1,332	\$	1,706		2,384	\$	2,65
2	96.00%	\$	822	\$	845	\$	1,021	\$	1,179		1,305	\$	1,671		2,336	\$	2,60
3	94.00%	\$	805	\$	827	\$	1,000	\$	1,154		1,277	\$	1,637		2,287		2,54
4	92.00%	\$	788	\$	810	\$	979	\$	1,130		1,250	\$	1,602		2,238	_	2,49
5	90.00%	\$	770	\$	792	\$	958	\$	1,105		1,223	\$	1,567		2,190		2,44
6	88.00%	\$	753	\$	774	\$	936	\$	1,081		1,196	\$	1,532		2,141	\$	2,38
7	86.00%	\$	736	\$	757	\$	915	\$	1,056	\$	1,169	\$	1,497	\$	2,092	\$	2,33
8	84.00%	\$	719	\$	739	\$	894	\$	1,032	\$	1,142	\$	1,462	\$	2,044	\$	2,27
9	82.00%	\$	702	\$	722	\$	872	\$	1,007		1,114	\$	1,428	\$	1,995	\$	2,22
10	80.00%	\$	685	\$	704	\$	851	\$	982		1,087	\$	1,393		1,946		2,17
11	78.00%	\$	668	\$	686	\$	830	\$	958		1,060	\$	1,358		1,898	_	2,11
12	76.00%	\$	651	\$	669	\$	809	\$	933		1,033	\$	1,323	\$	1,849		2,08
13	74.00%	\$	633	\$	651	\$	787	\$	909		1,006	\$	1,288	\$	1,800		2,00
14	72.00%	\$	616	\$	634	\$	766	\$	884	\$	978	\$	1,254	\$	1,752	\$	1,95
15	70.00%	\$	599	\$	616	\$	745	\$	860	\$	951	\$	1,219	\$	1,703	\$	1,89
16	68.00%	\$	582	\$	598	\$	724	\$	835	\$	924	\$	1,184	\$	1,654	\$	1,84
17	66.00%	\$	565	\$	581	<u>\$</u>	702	\$	810	\$	897	\$	1,149	\$	1,606	<u> </u>	1,79
18	64.00%	\$	548	\$	563	\$	681	\$	786	\$	870	\$	1,114	\$	1,557	\$	1,73
19	62.00%	\$	531	\$	546	\$		\$	761	\$	843	\$	1,079	\$	1,508	\$	1,68
20	60.00%	<u>\$</u>	514	\$	528	\$		\$	737	\$	815	\$	1,045		1,460	<u> </u>	1,6
21	58.00%	<u>\$</u>	496	\$	510	- \$	617	\$	712	- \$	788	\$	1,010	\$	1,411	\$	1,5
22	56.00%	Ψ	479	\$	493	<u>Ψ</u>	596	\$	688	\$	761	\$	975	\$	1,362	\$	1,5
23	54.00%	Ψ	462	\$	475	— \$	575	\$	663	\$	734	\$	940	\$	1,314	\$	1,4
24	52.00%	\$	445	\$	458	<u>Ψ</u> \$	-	- \$	639	- \$	707	\$	905	\$	1,265	_	1,4
		**	428	\$	440	\$		\$	614	- \$	680	*	871		1,217	\$	1,3
25 26	50.00% 48.00%	\$	411	\$	422	_ \$		<u>\$</u>	589	- \$	652	\$	836	\$	1,168		1,3
27	46.00%	\$	394	\$	405	\$		- \$	565	\$	625	<u>\$</u>	801	\$	1,119		1,2
28	44.00%	 \$	377	<u>Ψ</u> \$	387	\$		- \$	540	\$	598	\$	766	\$	1,071	\$	1,1
		\$	360	\$	370	- \$		\$	516	\$	571	\$	731	\$	1,022	\$	1,1
29 30	42.00%	\$	342	<u>Ф</u>	352	<u>Ψ</u>	426	- 	491	\$	544	<u>Ψ</u>	696	<u> </u>	973		1,0
	40.00%		\rightarrow					\$	467	\$	516	\$	662	\$	925	-	1,0
31	38.00%	\$	325	\$	334	\$			442	\$	489	\$	627	<u>Ψ</u>	876		9
32	36.00%	\$	308	\$	317	\$		\$	418		462	\$	592	\$	827	\$	9
33	34.00%	\$	291	\$	299	\$		\$	393	<u>\$</u>	435	\$	557	φ \$	779	\$	8
34	32.00%	\$	274	\$	282	\$	_	\$	368	\$	408	\$	522	\$	730	<u> </u>	8
35	30.00%	\$	257	\$	264	\$		\$	344	<u>\$</u>	381	\$	487	\$	681	\$	7
36	28.00%	\$	240	\$	246	\$		\$	319		353	э \$	453	\$	633	\$	7
37	26.00%	\$	223	\$	229	\$		\$		\$_		_			584	_	6
38	24.00%	\$	205	\$	211	\$		\$	295	\$	326	\$	418	\$	535		<u>_</u> 5
39	22.00%	\$	188	\$	194	\$		\$	270	\$	299	\$	383 348	\$	487	-	<u>5</u>
40	20.00%	\$	171	\$	176	\$		\$	246	\$	272	\$ \$	348	\$	438	\$ \$	5
41	18.00%	\$	154	\$	158	\$		\$	221	\$	245	_	279		389		4
42	16.00%	\$	137	\$	141	\$		\$	196	\$	217	\$		\$	341	-	3
43	14.00%	\$	120	\$	123	\$		\$	172	\$	190	\$	244	\$		\$	3
44	12.00%	\$	103	\$	106	\$		\$	147	\$	163	\$	209	\$	292		2
45	10.00%	\$	86	\$	88	\$		\$	123	\$	136		174	\$	243	_	
46	8.00%	\$	68	\$_	70	_		\$	98	\$	109	\$	139	\$	195	_	_
47	6.00%	\$	51	\$	53	_		\$	74	\$	82	\$	104	_	146	-	
48	4.00%	\$	34 17	\$ \$	35 18	-		\$ \$		\$ \$	54 27	\$	70 35	1 -	97 49	<u> </u>	
49	2.00%																

THE PROPERTY.	K MOUNT SET	with the beautiful of				a)			
ALL DESIGNATION OF THE PERSON NAMED IN COLUMN TWO IS NOT THE PERSON NAMED IN COLUMN TWO IS NAMED	ed/Issued: Janu	CHARLE STREET,	-0868		4.5				
AGE	CONDITION	30 FT	35 FT	40 FT	45 FT	50 FT	55 FT	60 FT	65 FT
0	100.00%	\$ 2,367	\$ 2,828	\$ 3,006		\$ 3,885	\$ 4,240	\$ 4,925	\$ 5,19
1	98.00%	\$ 2,320		\$ 2,946		\$ 3,807	\$ 4,155	\$ 4,827	\$ 5,09
2	96.00%	\$ 2,272		\$ 2,886		\$ 3,730	\$ 4,070	\$ 4,728	\$ 4,98
3	94.00%	\$ 2,225		\$ 2,826	\$ 2,973	\$ 3,652	\$ 3,986	\$ 4,630	\$ 4,88
4	92.00%	\$ 2,178		\$ 2,766	\$ 2,910	\$ 3,574	\$ 3,901	\$ 4,531	\$ 4,78
5	90.00%	\$ 2,130		\$ 2,705	\$ 2,847	\$ 3,497	\$ 3,816	\$ 4,433	\$ 4,67
6	88.00%	\$ 2,083		\$ 2,645	\$ 2,783	\$ 3,419	\$ 3,731	\$ 4,334	\$ 4,57
7	86.00%	\$ 2,036		\$ 2,585		\$ 3,341	\$ 3,646	\$ 4,236	\$ 4,46
8	84.00%	\$ 1,988		\$ 2,525		\$ 3,263	\$ 3,562	\$ 4,137	\$ 4,36 \$ 4,26
9 10	82.00%	\$ 1,941 \$ 1,894	\$ 2,319 \$ 2,262	\$ 2,465 \$ 2,405		\$ 3,186	\$ 3,477	\$ 4,039 \$ 3,940	+
11	80.00% 78.00%	\$ 1,846		\$ 2,405 \$ 2,345		\$ 3,108 \$ 3,030	\$ 3,392 \$ 3,307		-
12		\$ 1,799		\$ 2,285				\$ 3,842 \$ 3,743	\$ 4,05 \$ 3,94
13	76.00% 74.00%	\$ 1,752		\$ 2,224	\$ 2,404	\$ 2,953 \$ 2,875	\$ 3,222 \$ 3,138	\$ 3,645	\$ 3,84
14	72.00%	\$ 1,704				\$ 2,797	\$ 3,138	\$ 3,546	\$ 3,74
15	70.00%	\$ 1,657	\$ 1,980	\$ 2,104	\$ 2,214	\$ 2,720	\$ 2,968	\$ 3,448	\$ 3,63
16	68.00%	\$ 1,610		\$ 2,044		\$ 2,642	\$ 2,883	\$ 3,349	\$ 3,53
17	66.00%	\$ 1,562		\$ 1,984	\$ 2,088	\$ 2,564	\$ 2,798	\$ 3,251	\$ 3,42
18	64.00%	\$ 1,515		\$ 1,924	\$ 2,024	\$ 2,486	\$ 2,714	\$ 3,152	\$ 3,32
19	62.00%	\$ 1,468		\$ 1,864		\$ 2,409	\$ 2,629	\$ 3,054	\$ 3,22
20	60.00%	\$ 1,420		\$ 1,804	\$ 1,898	\$ 2,331	\$ 2,544	\$ 2,955	\$ 3,11
21	58.00%	\$ 1,373		\$ 1,743	\$ 1,835	\$ 2,253	\$ 2,459	\$ 2,857	\$ 3,01
22	56.00%	\$ 1,326		\$ 1,683	\$ 1,771	\$ 2,176	\$ 2,374	\$ 2,758	\$ 2,91
23	54.00%	\$ 1,278	\$ 1,527	\$ 1,623	\$ 1,708	\$ 2,098	\$ 2,290	\$ 2,660	\$ 2,80
24	52.00%	\$ 1,231	\$ 1,471	\$ 1,563	\$ 1,645	\$ 2,020	\$ 2,205	\$ 2,561	\$ 2,70
25	50.00%	\$ 1,184		\$ 1,503	\$ 1,582	\$ 1,943	\$ 2,120	\$ 2,463	\$ 2,59
26	48.00%	\$ 1,136		\$ 1,443	\$ 1,518	\$ 1,865	\$ 2,035	\$ 2,364	\$ 2,49
27	46.00%	\$ 1,089	\$ 1,301			\$ 1,787	\$ 1,950	\$ 2,266	\$ 2,39
28	44.00%	\$ 1,041	\$ 1,244	\$ 1,323	\$ 1,392	\$ 1,709	\$ 1,866	\$ 2,167	\$ 2,28
29	42.00%	\$ 994	· · · · · · · · · · · · · · · · · · ·	\$ 1,263	\$ 1,328	\$ 1,632	\$ 1,781	\$ 2,069	\$ 2,18
30	40.00%	\$ 947	\$ 1,131	\$ 1,202	\$ 1,265	\$ 1,554	\$ 1,696	\$ 1,970	\$ 2,07
31	38.00%	\$ 899			\$ 1,202	\$ 1,476	\$ 1,611	\$ 1,872	\$ 1,97
32	36.00%	\$ 852		\$ 1,082		\$ 1,399	\$ 1,526	\$ 1,773	\$ 1,87
33	34.00%	\$ 805		\$ 1,022		\$ 1,321	\$ 1,442	\$ 1,675	\$ 1,76
34	32.00%	\$ 757		\$ 962	\$ 1,012	\$ 1,243	\$ 1,357	\$ 1,576	\$ 1,66
35	30.00%	\$ 710	\$ 848	\$ 902	\$ 949	\$ 1,166	\$ 1,272	\$ 1,478	\$ 1,5
36	28.00%	\$ 663	\$ 792	\$ 842	\$ 886	\$ 1,088	\$ 1,187	\$ 1,379	\$ 1,45
37	26.00%	\$ 615	\$ 735	\$ 782	\$ 822	\$ 1,010	\$ 1,102	\$ 1,281	\$ 1,35
38	24.00%	\$ 568	\$ 679	\$ 721	\$ 759	\$ 932	\$ 1,018	\$ 1,182	\$ 1,24
39	22.00%	\$ 521		\$ 661	\$ 696	\$ 855	\$ 933	\$ 1,084	\$ 1,14
40	20.00%	\$ 473		\$ 601	\$ 633	\$ 777	\$ 848	\$ 985	\$ 1,03
41	18.00%	\$ 426		\$ 541	\$ 569	\$ 699	\$ 763	\$ 886	\$ 93
42	16.00%	\$ 379		\$ 481	\$ 506	\$ 622	\$ 678	\$ 788	\$ 83
43	14.00%	\$ 331	\$ 396	\$ 421	\$ 443	\$ 544	\$ 594	\$ 689	\$ 72
44	12.00%	\$ 284		\$ 361	\$ 380	\$ 466	\$ 509	\$ 591	\$ 62
45	10.00%	\$ 237		\$ 301	\$ 316	\$ 388	\$ 424	\$ 492	\$ 52
46	8.00%	\$ 189		\$ 240	\$ 253	\$ 311	\$ 339	\$ 394_	\$ 41
47	6.00%	\$ 142		\$ 180	\$ 190	\$ 233	\$ 254	\$ 295	\$ 31
48	4.00%	\$ 95		\$ 120	\$ 127	\$ 155	\$ 170	\$ 197	\$ 20
49	2.00%	\$ 47		\$ 60	\$ 63	\$ 78	\$ 85	\$ 98	\$ 10
50	0.00%	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$ -	\$

THE PERSON NAMED IN	AMP SET POL Sed: January	PARTY OF THE		Pinte.							1000年100年12 1000年10日	10.10			3,052,0 3,052,0	是此	
AGE	CONDITION	200000	FT	3	5 FT	4	0 FT	4	5 FT	50	FT	5	5 FT	60	FT	6	5 FT
0	100.00%	\$	2,509	\$	2,533	\$	2,717	\$	2,881	\$	3,012	\$	3,432	\$	4,124	\$	4,40
1	98.00%		2,459	\$	2,482	\$	2,663	\$	2,823	\$	2,952	\$	3,363	\$	4,042	-	4,31
2	96.00%		2,409	\$	2,432	\$	2,608	\$	2,766	\$	2,892	\$	3,295	\$	3,959	\$	4,22
3	94.00%		2,358	\$	2,381	\$	2,554	\$	2,708		2,831	\$	3,226	\$	3,877	\$	4,14
4	92.00%		2,308	\$	2,330	\$	2,500	\$	2,651	\$	2,771	\$	3,157	\$	3,794	\$	4,05
5	90.00%		2,258	\$	2,280	\$	2,445	\$	2,593	\$	2,711	\$	3,089	\$	3,712	\$	3,96
6	88.00%	\$	2,208	\$	2,229	\$	2,391	\$	2,535	\$	2,651	\$	3,020	\$	3,629	\$	3,87
7	86.00%	\$	2,158	\$	2,178	\$	2,337	\$	2,478	\$	2,590	\$	2,952	\$	3,547	\$	3,78
8	84.00%	\$	2,108	\$	2,128	\$	2,282	\$	2,420	\$	2,530	\$	2,883	\$	3,464	\$	3,69
9	82.00%	\$	2,057	\$	2,077	\$	2,228	\$	2,362	\$	2,470	\$	2,814	\$	3,382	\$	3,61
10	80.00%	\$	2,007	\$	2,026	\$	2,174	\$	2,305	\$	2,410	\$	2,746	\$	3,299	\$	3,52
11	78.00%	\$	1,957	\$	1,976	\$	2,119	\$	2,247	\$	2,349	\$	2,677	\$	3,217	\$	3,43
12	76.00%	\$	1,907	\$	1,925	\$	2,065	\$	2,190	\$	2,289	\$	2,608	\$	3,134	\$	3,347
13	74.00%	\$	1,857	\$	1,874	\$	2,011	\$	2,132	\$	2,229	\$	2,540	\$	3,052	\$	3,25
14	72.00%	\$	1,806	\$	1,824	\$	1,956	\$	2,074	\$	2,169	\$	2,471	\$	2,969	\$	3,17
15	70.00%	\$	1,756	\$	1,773	\$	1,902	\$	2,017	\$	2,108	\$	2,402	\$	2,887	\$	3,083
16	68.00%	\$	1,706	\$	1,722	\$	1,848	\$	1,959	\$	2,048	\$	2,334	\$	2,804	\$	2,99
17	66.00%	\$	1,656	\$	1,672	\$	1,793	\$	1,901	\$	1,988	\$	2,265	\$	2,722	\$	2,90
18	64.00%	\$	1,606	\$	1,621	\$	1,739	\$	1,844	\$	1,928	\$	2,196	\$	2,639	\$	2,819
19	62.00%	\$	1,556	\$	1,570	\$	1,685	\$	1,786	\$	1,867	\$	2,128	\$	2,557	\$	2,73
20	60.00%	\$	1,505	\$	1,520	\$	1,630	\$	1,729	\$	1,807	\$	2,059	\$	2,474	\$	2,64
21	58.00%	\$	1,455	\$	1,469	\$	1,576	\$	1,671	\$	1,747	\$	1,991	\$	2,392	\$	2,554
22	56.00%	\$	1,405	\$	1,418	\$	1,522	\$	1,613	\$	1,687	\$	1,922	\$	2,309	\$	2,46
23	54.00%	\$	1,355	\$	1,368	\$	1,467	\$	1,556	\$	1,626	\$	1,853	\$	2,227	\$	2,37
24	52.00%	\$	1,305	\$	1,317	\$	1,413	\$	1,498	\$	1,566	\$	1,785	\$	2,144	\$	2,29
25	50.00%	\$	1,255	\$	1,267	\$	1,359	\$	1,441	\$	1,506	\$	1,716	\$	2,062	\$	2,20
26	48.00%	\$	1,204	\$	1,216	\$	1,304	\$	1,383	\$	1,446	\$	1,647	\$	1,980	\$	2,114
27	46.00%	\$	1,154	\$	1,165	\$	1,250	\$	1,325	\$	1,386	\$	1,579	\$	1,897	\$	2,02
28	44.00%	\$	1,104	\$	1,115	\$	1,195	\$	1,268	\$	1,325	\$	1,510	\$	1,815	\$	1,93
29	42.00%	\$	1,054	\$	1,064	\$	1,141	\$	1,210	\$	1,265	\$	1,441	\$	1,732	\$	1,85
30	40.00%	\$	1,004	\$	1,013	\$	1,087	\$	1,152	\$	1,205	\$	1,373	\$	1,650	\$	1,76
31	38.00%	\$	953	\$	963	\$	1,032	\$	1,095	\$	1,145	\$	1,304	\$	1,567	\$	1,67
32	36.00%	\$	903	\$	912	\$	978	\$	1,037	\$	1,084	\$	1,236	\$	1,485	\$	1,58
33	34.00%	\$	853	\$	861	\$	924	\$	980	\$	1,024	\$	1,167	\$	1,402	\$	1,49
34	32.00%	\$	803	\$	811	\$	869	\$	922	\$	964	\$	1,098	\$	1,320	\$	1,40
35	30.00%	\$	753	\$	760	\$	815	\$	864	\$	904	\$	1,030	\$	1,237	\$	1,32
36	28.00%	\$	703	\$	709	\$	761	\$	807	\$	843	\$	961	\$	1,155	\$	1,23
37	26.00%	\$	652	\$	659	\$	706	\$	749	\$	783	\$	892	\$	1,072	\$	1,14
38	24.00%	\$	602	\$	608	\$	652	\$	691	\$	723	\$	824	\$	990	\$	1,05
39	22.00%	\$	552	\$	557	\$	598	\$		\$	663	\$	755	\$	907	\$	96
40	20.00%	\$	502	\$	507	\$	543	\$		\$	602	\$	686	\$	825		88
41	18.00%	\$	452	\$	456	\$	489	\$		\$	542	\$		\$	742	\$	79
42	16.00%	\$	401	\$	405	\$	435	\$		\$	482	\$	549	\$	660	\$	70
43	14.00%	\$	351	\$	355	\$	380	\$		\$	422	\$	480	\$	577	\$	61
44	12.00%	\$	301	\$	304	\$	326	\$		\$	361	\$	412	\$	495	\$	52
45	10.00%	\$	251	\$	253	\$	272	\$		\$	301	\$		\$	412	\$	44
46	8.00%	\$	201	\$	203	\$	217	\$		\$	241	\$	$\overline{}$	\$	330	\$	35
47	6.00%	\$	151	\$	152	\$	163	\$		\$	181	\$		\$	247	\$	26
48	4.00%	\$	100	\$	101	\$	109	\$		\$	120	\$		\$	165		17
49	2.00%	\$	50	\$	51	\$	54	\$		\$	60	\$	69	\$	82	\$	8
50	0.00%	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	-	\$	

SMERSON COLUMN	STED SET PO	Service and	2005			EXE.				True and			AR TO		11 10 ES 2 27	in the	
United Style	d/Issued: Jan	CONTROL OR	The second second second			ESCAL.	1,399	計劃體									THE ST
AGE	CONDITION		FT		FT		0 FT		5 FT) FT		5 FT		5 225		5 FT 5,779
0	100.00%	<u>\$</u>	2,645	\$	3,036 2,975	\$	3,178	\$	3,511	\$	3,919 3,841	<u>\$</u>	4,457 4,368	<u>\$</u>	5,325 5,219	<u>\$</u>	5,663
1	98.00%	\$_	2,592			\$	3,114	\$	3,441	\$	3,762	\$	4,279	<u>φ</u> \$	5,112	<u>φ</u>	5,548
2	96.00%	\$_	2,539	\$	2,915	\$	3,051	\$	3,371			\$	4,279	\$	5,006	\$	5,432
3	94.00%	\$	2,486	\$	2,854	\$	2,987	\$	3,300	\$	3,684	- 	4,190	<u>Ф</u>	4,899	\$	5,432
4	92.00%	\$	2,433	<u>\$</u>	2,793 2,732	<u>\$</u>	2,924 2,860	<u>\$</u> \$	3,230 3,160	<u>\$</u>	3,605 3,527	\$	4,011	\$	4,793	\$	5,201
5	90.00%	<u>\$</u>	2,328	\$	2,672	\$	2,797	\$	3,090	\$	3,449	\$	3,922	\$	4,686	\$	5,086
7	86.00%	— ▼	2,275		2,611	\$	2,733	\$	3,019	\$	3,370	\$	3,833	\$	4,580	\$	4,970
8	84.00%	<u>φ</u> \$	2,222		2,550	\$	2,670	\$	2,949	\$	3,292	<u>\$</u>	3,744	\$	4,473	\$	4,854
9	82.00%	\$	2,169		2,490	\$	2,606	\$	2,879		3,214	\$	3,655	\$	4,367	\$	4,739
10	80.00%	<u>\$</u>	2,116		2,429	\$	2,542	\$	2,809	\$	3,135	\$	3,566	\$	4,260	\$	4,623
11	78.00%	- \$	2,063		2,368	\$	2,479	\$	2,739	\$	3,057	\$	3,476	\$	4,154	\$	4,508
12	76.00%	\$	2,010		2,307	\$	2,415	\$	2,668	\$	2,978	\$	3,387	\$	4,047	\$	4,392
	74.00%	<u>Ψ</u>	1,957		2,247	\$	2,352	\$	2,598		2,900	\$	3,298	\$	3,941	\$	4,276
13		\$	1,904		2,186	\$	2,288	\$	2,528		2,822	\$	3,209	\$	3,834	\$	4,161
14 15	72.00% 70.00%	<u> </u>	1,852		2,125	\$	2,225	\$	2,458		2,743	\$	3,120	\$	3,728	\$	4,045
		\$	1,799		2,064	\$	2,161	\$	2,387	\$	2,665	\$	3,031	\$	3,621	\$	3,930
16 17	68.00% 66.00%	<u> </u>	1,746		2,004	\$	2,097	\$	2,317	\$	2,587	\$	2,942	\$	3,515	\$	3,814
18	64.00%	\$	1,693	- \$	1,943	\$	2,034	\$	2,247	\$	2,508	\$	2,852	\$	3,408	\$	3,699
19	62.00%	<u> </u>	1,640	\$	1,882	\$	1,970	\$	2,177		2,430	\$	2,763	\$	3,302	\$	3,583
20		 \$	1,587	\$	1,822	\$	1,907	\$	2,107		2,351	<u>\$</u>	2,674	\$	3,195	\$	3,467
21	60.00%	 \$	1,534	\$	1,761	\$	1,843	\$	2,036	\$	2,273	\$	2,585	\$	3,089	\$	3,352
$\overline{}$	58.00%	- \$	1,481	\$	1,700	\$	1,780	- \$	1,966	\$	2,195	\$	2,496	\$	2,982	\$	3,236
22	56.00% 54.00%	 \$	1,428	\$	1,639	\$	1,716	\$	1,896	\$	2,116	\$	2,407	\$	2,876	\$	3,121
23	52.00%	_ - \$	1,375	\$	1,579	\$	1,653	\$	1,826		2,038	\$	2,318	\$	2,769	\$	3,005
25	50.00%	\$	1,323	\$	1,518	\$	1,589	\$	1,756	\$	1,960	\$	2,229	- \$	2,663	\$	2,890
		<u>Ф</u>	1,270	\$	1,457	\$	1,525	\$	1,685	\$	1,881	\$	2,139	\$	2,556	\$	2,774
26 27	48.00% 46.00%	 \$	1,217	<u>\$</u>	1,397	\$	1,462	\$	1,615	\$	1,803	\$	2,050	\$	2,450	\$	2,658
28	44.00%	<u>Ψ</u>	1,164	\$	1,336	\$	1,398	\$	1,545	\$	1,724	\$	1,961	\$	2,343	\$	2,543
29	42.00%	<u> </u>	1,111	\$	1,275	\$	1,335	- \$	1,475	\$	1,646	\$	1,872	\$	2,236	\$	2,427
30	40.00%		1,058	\$	1,214		1,271	\$	1,404	\$	1,568		1,783	\$	2,130	\$	2,312
31	38.00%	<u>φ</u> _	1,005	\$	1,154	\$	1,208	\$	1,334	\$	1,489	\$	1,694	\$	2,023	\$	2,196
32	36.00%	\$	952	\$	1,093	<u> </u>	1,144	\$	1,264	\$	1,411	\$	1,605	\$	1,917	\$	2,080
33	34.00%	\$	899	\$	1,032		1,081	\$	1,194	\$	1,332	\$	1,515	\$	1,810	\$	1,965
34	32.00%	 \$	846	\$	972	\$	1,017	\$	1,124	\$	1,254	\$	1,426	\$	1,704	\$	1,849
35	30.00%	\$	793	\$	911	\$	953	\$	1,053	\$	1,176	\$	1,337	\$	1,597	\$	1,734
36	28.00%	— \$	741	\$	850	\$	890	\$	983	\$	1,097	\$	1,248	\$	1,491	\$	1,618
37	26.00%	\$	688	\$	789	<u>Ψ</u>	826	\$	913	\$	1,019	\$	1,159	\$	1,384	\$	1,500
38	24.00%	<u>Ψ</u>	635	\$	729	\$	763	\$	843	\$	941	\$	1,070	\$	1,278	\$	1,387
39	22.00%	- \$	582	\$	668	\$	699	\$	772	\$	862	\$	981	\$	1,171	\$	1,27
40	20.00%	\$	529	\$	607	\$	636	\$	702	\$	784	\$	891	\$	1,065	\$	1,150
41	18.00%	\$	476	\$	546	- \$	572	\$	632	\$	705	\$	802	\$	958	\$	1,040
42	16.00%	<u>Ψ</u>	423	\$	486	\$	508	\$	562	\$	627	\$	713	\$		\$	925
43	14.00%	 \$	370	\$	425	- \$	445	\$	492	\$	549	\$	624	\$		- \$	809
44	12.00%	<u>φ</u>	317	\$	364	\$	381	\$	421	\$	470	\$	535	\$		\$	693
45	10.00%	\$	264	\$	304	\$	318	\$	351	\$	392	\$	446	\$		\$	578
46	8.00%	\$	212	\$	243	\$	254	\$	281	\$	314	\$	357	\$		\$	462
47	6.00%	 \$	159	\$	182	\$	191	\$	211	\$	235	\$	267	\$		\$	347
48	4.00%	- \$	106	\$	121	\$	127	\$	140	\$	157	\$	178	\$		\$	
49	2.00%	\$	53	\$	61	\$	64	_	70	\$	78	\$	89	\$	_	\$	
マジ	0.00%	\$		\$		\$		\$		\$		\$		\$		\$	

TABLE 2 – UNIT TRANSFER AND REARRANGEMENT COSTS TABLE

Unit Transfer or Rear	angement costs 20	55				
Crossarm	Single, (wood) ea.	STATE STATE STATE S			\$	20
Crossarm	Double, (wood) ea				\$	46
Crossarm	Triple, (wood) ea.	<u>'</u>			\$	59
Crossarm	(steel)				\$	33
0.0000	ea.				Ψ	33
Secondary Rack	or				\$	8
	Bracket			t	*	•
Pole Top Pin ea.					\$	9
Saddle Clamp, ea.				· · · · · · · · · · · · · · · · · · ·	\$	8
Spool Bolt or 1 Pt. Rac	k, ea.				\$	7:
Post Type Insulator -	ea. up to 14KV				\$	11.
Post Type Insulator -	ea, over 14KV	<u> </u>			\$	133
Conductor Dead End	Drimani Da anausi				_	
Conductor Dead End	Primary, De-energi				\$	258
Conductor Dead End	Primary, Live up to				\$	383
CONTROL DASS EUG	Primary, Live over	14KV, 6a.			\$	433
Conductor Dead End	Secondary per Bus	(1 Rack)	T		\$	326
Conductor Dead End	Secondary per Wire		i oint Backe)		\$	198
Conductor Dead Lind	Joecondary per vviii	s (Sirigie F	URIL MACKS)			190
Splices	Primary ea. Condu	ctor Live	T		\$	314
Splices	Primary ea. Condu		raized .		\$	246
Splices	Secondary ea. Con		il gizeu	<u> </u>	\$	82
<u> </u>	Occordary ea. Con	adotoi			Ψ	- 02
Conductor Semi Strain	Primary, De-energi	zed ea	<u> </u>		\$	264
Conductor Semi Strain	Primary, Live up to				\$	344
Conductor Semi Strain	Primary, Live over				\$	389
	i may, Erro ovor	i titt, ou.			Ψ	303
Line Wire	Primary De-energiz	ed Tang		·	\$	98
	ea.	ou, rung,			Ψ	30
Line Wire	Primary Live up to	14 KV, Tang	j. ea.	*	\$	133
Line Wire	Primary Live over 1				\$	155
Line Wire	Primary De-energiz				\$	98
	ea.				•	
_ine Wire	Primary Live up to 1	14 KV, Angl	e. ea.		\$	133
_ine Wire	Primary Live over 1	4 KV, Angle	ea.		\$	155
_ine Wire	Secondary ea.				\$	69
Spun Secondary	Tangent or Small A	ngle	(0-30deg)		\$	195
Spun Secondary	Medium Angle		(30-		\$	278
Spun Secondary	Honey Anala		60deg)		•	055
Spuri Secondary	Heavy Angle		(60- 90deg)		\$	655
Spun Secondary	Dead		jaoueg)	<u> </u>	\$	344
	End				Ψ	
Triplex Service	one end on pole				\$	155
Triplex Service	one end on spun				\$	164
F : 1	bus					
Friplex Service	replace service (100)Ft)			\$	574

		,				T			
Triplex Servi		splice						\$	
Line Switch,			-					\$	
In Line Switch	h or Fuse C	utout	<u></u>					\$	588
Transformer	Assembly e	a.	<u> </u>					\$	996
Ground Wire								\$	133
Ground Rod		<u> </u>						\$	148
Regulator, e	•							<u> </u>	2,220
<u> </u>	4								,
Anchor	Plate or Log	3	ea.					\$	537
Anchor	Expansion		ea.					\$	577
Anchor	P.I.S.A.		ea.			3		\$	277
Anchor	Rock	<u> </u>	ea.					\$	532
Cinic	1								^
Guys	1		14.					\$	257
Reclosers	1 Phase	Note- III	nit price dos	as not includ	le primary o	lead ende		\$	555
Reclosers	1 Phase Note- unit price does not include primary dead ends 2 Phase Note- unit price does not include primary dead ends							\$	833
Reclosers	3 Phase Note- unit price does not include primary dead ends							\$	1,110
	J	·	<u>-</u>	 					.,
Street Light	Bracket, ea							\$	278
Street Light	Relay, ea.							\$	133
Street Light	Photoelectri	c Contro	oller					\$	178
··-									
Meter Test B	ох							\$	200
Under	Primary Ris	er	No Splice	<u></u>				\$	1,082
Ground				<u> </u>					
Under Ground	Primary Ris	er	Splice and	add 5 feet				\$	2,193
Under	Secondary I	Riser	No Splice		L			\$	333
Ground								Ψ	500
Under	Secondary I	Riser	Splice and	add 5 feet				\$	671
Ground									
Triplex	Convert 3 w	ire servi	ce to	1 spans	<u> </u>			\$	521
- In the same	triplex								
Triplex	Convert 3 w triplex	ire servi	ce to	2 spans				\$	1,092
	PAININY			I					
Pole Top Ext	ension - Epo	ху						\$	278
Pole Cribs, ea. (0.6meters)								\$	1,166
No. 44 Cross	arm							\$	306
Connect/Disc	connect Bell	Bond To	/From Neut	ral (Hydro (Owned Pole	s Only)		\$	117
F. A	lab / Daniel	0 11	. Y	\					
Extra Trip To	Job (Based	on 2 Hrs	s. ravel - F	iouna i rip)				\$	538
Special Work	Vehicle Cha	rge Rille	ed as Extra	Charge per	nole ie Ra	mhardiere :	or muskea	\$	160
	cable for wor							Ψ	100
Trucks)									-
That shares	for Charlet V	logic Mal	siolo transco	artation.				_	400
loat charge	for Special V	vork ver	ticle transpo	ortation				\$	400
Engineering (Charge per h	OUL	*	Includes Tr	ıck			\$	138
Engineering Charge per hour *Includes Truck Line Construction Labour Rate per man-hour								- 	117
THE COURT	CHOIL EADOUI	riate pe	- man-noul	L				Ψ	117

Forestry Hourly Labour Rate per man-hour	\$ 122
Administration Overhead for Contract Labour (% of contract	t) 16%
Miscellaneous Charges - Charges for other transfer and re not provided may be established by estimating the time red the hourly labour rate that is provided above.	
Notes:	
1. Attachment or removal charges will be calculated at 50%	of the transfer or rearrangement charges.
When interspersing a pole charges will be calculated at charges.	50% of the transfer or rearrangement
3. Unit Price Includes Material	
4. Miscellaneous Charges - Charges for other transfer and is not provided may be established by estimating the time is applying the hourly labour rate that is provided above.	

New Pole Costs	2			相談										
Revised/Issued	: Janu	ary 20	005											
Material Costs (dollar	s)				TYPE	OF	SETTI	NG					
Height (Ft)						Cribbed Mount (pole, crib & backfill)				Rock Mount (Pole & rock mount)				
30	- 3	\$		221		\$	Market September 1 Company of the Co		689	\$		1,54		
35	-					\$	713							
40	\$ 244 \$ 386					\$		77. 3	855	\$ 2,14				
45	\$ 508					\$			976					
50	\$ 597					\$			1,065	\$ 2,795				
55	\$ 916					\$						3,11		
60	\$ 1,565					\$						\$ 3,763		
65		\$			1,800	\$			2,268					
Labour Costs (c	_				.,		OF	SETTI				-,		
Height (Ft)			or Earth		th or Plus Rock O Vac Drilled		Swa	imp with ribbed	Rock Mount					
D-1- Di- 6 O-1	1320000	7 STREET	S. S. S. S. S.	Chilbrid SR	Magnitus es	ATTENDED AND		32538	CONTROL NO	ilouiit				
Pole Dig & Set (· ·					
30	\$	338	\$	635	\$	1,380	\$	1,082		1,820	\$	82		
35	\$	338	\$	636	\$	1,380	\$	1,083		1,820	\$	822		
40	\$	381	\$	678	\$	1,423	\$	1,125		1,862	\$	85		
45	\$	423	\$	720	\$	1,464	\$	1,167	A STREET, ST. P. L.	1,905	\$	89		
50	\$	481	\$	762	\$	1,507	\$	1,209	\$	1,947	\$	1,09		
55	\$	526	\$	825	\$	1,569	\$	1,589	\$	2,047	\$	1,120		
60	\$	569	\$	868	\$	1,612	\$	1,632		2,091	\$	1,16		
65	\$	613	\$	912	\$	1,656	\$	1,676	\$	2,136	\$	1,198		
Pole Dig (only)														
30	\$	135	\$	407	\$	1,164	\$	892	\$	1,497	\$	534		
35	\$	135	\$	408	\$	1,164	\$	893	\$	1,497	\$	534		
40	\$	152	\$	424	\$	1,182	\$	909	\$	1,529	\$	558		
45	\$	169	\$	441	\$	1,198	\$	875	\$	1,563	\$	58		
50	\$	192	\$	458	\$	1,215	\$	907	\$	1,595	\$	709		
55	\$	210	\$	483	\$	1,240	\$	1,192		1,673	\$	732		
60	\$	228	\$	500	\$	1,257	\$	1,224		1,707	\$	75		
65	\$	276	\$	502	\$	911	\$	1,257	\$	1,742	\$	779		
Pole Set (only)						20.00					- 20			
30	\$	203	\$	228	\$	216	\$	190	\$	323	\$	28		
35	\$	203	\$	228	\$	216	\$	190		323	\$	28		
40	\$	229	\$	254	\$	241	\$	216	\$	333	\$	300		
45	\$	254	\$	279	\$	266	\$	241	\$	342	\$	313		
50	\$	289	\$	304	\$	292	\$	266	\$	352	\$	38		
55	\$	316	\$	342	\$	329	\$	303		374	\$	394		
60	\$	341	\$	368	\$	355	\$	328		384	\$	407		
65	\$	337	\$	394	\$	381	\$	355	\$	394	\$	419		
Notes:	shall I	be sup		that (Bl					Shabi	ck Mounted		les		
Pole Removal & Recycling Extra Pole Space (charged if LDC requires more than 10							\$			ngths (each		E#		
Extra Pole Space feet normal spac Access Fee (to	e on a	pole)				04-01-01	\$		Per u	init of addit	ional	5īī.		