


P.O. Box 1749  
Halifax, Nova Scotia  
B3J 3A5 Canada

**Item No. 11.1.8**  
**Halifax Regional Council**  
**July 29, 2014**

**TO:** Mayor Savage and Members of Halifax Regional Council

**SUBMITTED BY:** Original signed by   
Richard Butts, Chief Administrative Officer

Original Signed by Director

Jane Fraser, Director, Planning and Infrastructure

**DATE:** June 20, 2014

**SUBJECT:** Nova Scotia Power Street Light Purchase

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## ORIGIN

- Halifax Regional Council, May 28, 2013 – Item 11.4.1
- Environment and Sustainability Standing Committee, May 2, 2013 – Item 7.1.2

## LEGISLATIVE AUTHORITY

1. Energy-efficient Appliances Act, as amended (September 10, 2012 ) N.S. Reg.172/2012; and
2. HRM Charter, Power to expend money, 79(1)(n) lighting any part of the Municipality.

## RECOMMENDATION

It is recommended that Halifax Regional Council approve the purchase of the Nova Scotia Power's roadway and Municipality serviced non-roadway streetlights located within the Halifax Regional municipal boundary, for the amount of \$7,197,579.34 (including net HST), and authorize the CAO to execute the Asset Purchase and Sale Agreement and the Support Structure Agreements attached hereto.

## **BACKGROUND**

In April 2011, the Nova Scotia government amended the Energy Efficient Appliances Act to include existing streetlight technologies as inefficient and requiring replacement. On May 28, 2013, Regional Council approved the purchase of NSPI's streetlights and the conversion of all municipal roadway lights over a five year period, commencing in fiscal year 2015. Halifax Regional Council also agreed to the establishment of the LED Streetlight Conversion Reserve – Q327, to implement both the purchase of NSPI streetlights through the transfer of \$8.0 million from 2012/13 operating surplus and the redirection of energy and maintenance savings realized through the installation of energy efficient LED fixtures, which would be applied to pay off the capital investment over a ten year period.

On December 21, 2012, in its 2013 NSPI General Rate Application Decision, the Nova Scotia Utility and Review Board ruled that the utility is entitled to recover the stranded streetlight asset value and that “the net book value amount is the responsibility of the streetlight class” as the beneficiaries of streetlight service. As a result, municipalities are obligated to pay Nova Scotia Power for any remaining value in the fixtures the utility owns. On May 28, 2013, Halifax Regional Council directed staff to “Purchase all Nova Scotia Power owned outdoor lights directly servicing the municipality, using a stranded asset valuation approved by the NSURB”.

As a result of the Efficient Appliances Act regulations issued September 2012, NSPI have been obligated to install LED luminaires whenever the utility was required to repair, maintain or replace an existing streetlight. Because HRM has opted to take over the maintenance and operation of streetlight service throughout the entire municipality, this “spot replacement” of streetlights requires HRM to additionally purchase all LED fixtures installed between September 2012 and June 30, 2014, the date of transfer of ownership.

In addition to the purchase of Nova Scotia Power streetlights, the May 28, 2013, Halifax Regional Council motion directed staff to “initiate the procurement process and solicitation strategy” for the LED conversion and long term operation of roadway lights within the municipality. This process is under way. Through spot replacements and earlier LED streetlight conversion projects, approximately 7,000 streetlights have been replaced with LED fixtures. The municipality has provided the NS Department of Energy with a five year LED streetlight implementation plan, which commences in fiscal 2014/15.

It is anticipated that an RFP for a design, supply, and installation and maintenance of LED streetlights will be issued during 2014, with the expectation that conversion to LED will commence before year end or early 2015. Staff is exploring the incorporation of adaptive technology to new LED fixtures, allowing for service level optimization through streetlight status monitoring and dimming capability.

## **DISCUSSION**

In anticipation of the purchase of NS Power streetlights, HRM undertook a detailed inventory of all roadway and non-roadway streetlights within the municipal boundary. This inventory will become the basis for future streetlight energy bills. The inventory identified:

- 23,342 NSPI owned roadway and non-roadway mercury vapour, sodium, and metal halide streetlights;
- 4,548 NSPI owned LED streetlights installed between October 1, 2012, and July 31, 2014; and
- 14,933 HRM owned roadway and non-roadway streetlights.

After confirming that the actual quantity of utility owned streetlights reasonably compared with billed quantities of streetlights, HRM and NSPI agreed that the purchase price for the municipality's portion of the stranded streetlight asset would be based on billed quantities of HRM lights as a percentage of total province billed quantities. This was necessitated because NSPI does not have a verifiable inventory of all the streetlights within the province. This represents 24.29% of the stranded streetlight asset pool. Based on a valuation provided by NSPI on August 23, 2012 (See Attachment 1), the value for HRM's portion of the stranded streetlight asset pool was \$5,082,256.00. Recognizing that the asset continues to depreciate

until retirement, the value of HRM's portion of the stranded asset on the August 1, 2014, transfer date is calculated to be \$3,575,451.53, plus net HST.

NSPI has determined that the average cost to replace an existing streetlight with an LED fixture is \$890.65. This includes the fixture cost, wiring, 55% arm replacement, traffic control and administrative overhead. The total cost to HRM for the purchase of the 4,548 LED fixtures installed by NSPI in HRM over the last nineteen months, is \$3,751,895.02, plus net HST. NSPI adjusted the total cost to recognize double charging resulting from a maintenance charge applied through the Unmetered Rate and an installation charge associated with LED replacement fixtures, both incurred by the same utility staff. This amounts to a \$425,577.05, plus net HST, credit to HRM, which will be applied to the total purchase cost.

With the purchase of NS Power's streetlights, HRM recognizes that a percentage of the luminaires could potentially include devices which contain PCBs. Luminaires manufactured prior to 1980 have capacitors which could contain PCB oil impregnated paper. HRM will be responsible for the removal and disposal of PCB contaminated devices from luminaires when they are being replaced with LED units, all in accordance with Federal and Provincial environmental regulations. NS Power indicates that, based on fixture replacement statistics for the past twenty months, the average number of fixtures containing PCB contaminated devices was in the order of 1.8%. Based on a purchase quantity of approximately 24,500 non-LED streetlights, HRM would anticipate that approximately 430 fixtures would need to be processed and PCB devices removed and disposed of prior to the recycling of the fixtures.

NSPI has also indicated that a number of mercury vapour streetlights could contain asbestos wafer which are used to separate the ballast from the lighting areas of the luminaire. The material contains approximately 30% asbestos of an encapsulated category and will be required to be removed from luminaires for disposal in a designated landfill in the province, in accordance with Nova Scotia's Asbestos Waste Management regulations. This product is considered non-friable and, therefore, identified as very low risk to personnel removing the devices, providing risk management procedures are put in place and adhered to. HRM will be responsible for removal and disposal of the non-friable asbestos containing devices. Approximately 1200 NSPI streetlights could potentially contain asbestos.

Environmental consultants (See Attachment 5) have reviewed risks associated with handling fixtures and disposing of devices containing PCBs or non-friable asbestos and have concluded that the risks would "fall in a very low risk category". The removal and disposal of the PCB and asbestos containing devices from existing luminaires will for the most part be incorporated within the scope of the LED conversion project, which is anticipated to commence during the 2014/2015 fiscal year. Disposal costs are estimated to add approximately 2% to the anticipated installation cost of converting a streetlight to LED.

In preparation for taking responsibility for an additional 28,000 streetlights, HRM is coordinating the award of a new maintenance contract to accommodate the increased scope of work and to ensure a defined service level can be identified and provided. The scope of this maintenance agreement will provide for the seamless transfer of responsibility for maintaining all municipal streetlights to HRM. Once the municipality takes ownership of NSPI's streetlights, all streetlight outage reporting will be directed to HRM's 311 Online Service and Online Web Forms.

## **FINANCIAL IMPLICATIONS**

On May 28, 2013, Halifax Regional Council approved the establishment of the LED Streetlight Conversion Reserve Q327. An initial amount of \$8M was transferred to the Reserve in fiscal 2012/13 from Operating Surplus. It was determined that the Reserve would fund the "purchase settlement of NSPI stranded assets in 2013/14, as per the approved project and reserve budget". The total purchase price for all NSPI owned roadway and non-roadway streetlights within the Halifax Regional Municipality is \$6,901,769.50, plus net HST of \$295,809.84, for a total of \$7,197,579.34. Funding availability has been confirmed by Finance.

**Project No. CT000005 - LED Streetlight Conversion**

Cumulative Unspent Budget	\$15,394,203.16
Less: NSPI Purchase Total	<u>\$ 7,197,579.34</u>
Balance	\$ 8,196,623.82

**LED Streetlighting Reserve, Q327 Summary**

Projected net available balance March 31, 2015 \$1,952,063.27\*

\*The withdrawal for this project is already included in the projected March 31, 2015 balance, therefore, no change to reserve balance by approving this report. Total commitment from the Reserve to fund this project is currently \$7,794,938.

**COMMUNITY ENGAGEMENT**

HRM and NSPI have been working on a joint messaging plan around the transfer of ownership and responsibility for long term maintenance and operation of the streetlight system in HRM subsequent to August 1, 2014. This will include HRM Public Service Announcements, notification on HRM and NSPI websites, redirection from NSPI Call Centre, and voicemail messaging for both NSPI and HRM call centres. The roll out of the information will coincide with the confirmation of the timing of the transfer of ownership to the municipality.

**ENVIRONMENTAL IMPLICATIONS**

The purchase of NS Power streetlights will enable HRM to proceed with the conversion of all municipal streetlights to LED technology, which will result in an anticipated 50% reduction in energy consumption and associated GHG emissions reductions.

**ALTERNATIVES**

1. Reject the recommendation and request that the terms of the Agreement be renegotiated. This alternative would require specific rationale for directing staff to reengage negotiations; or

**ATTACHMENTS**

1. NSPI Letter dated August 23, 2012
2. Asset Purchase and Sale Agreement – NSPI/HRM
3. NSPI/HRM Support Structure Agreement
4. Bell Aliant/HRM Support Structure Agreement
5. Pinchin Leblanc Environmental Letter dated April 29, 2014

A copy of this report can be obtained online at <http://www.halifax.ca/council/agendasc/cagenda.html> then choose the appropriate meeting date, or by contacting the Office of the Municipal Clerk at 490-4210, or Fax 490-4208.

Report Prepared by: Angus Doyle, Utilities Coordination Manager, 490-5019

Report Approved by: Richard MacLellan, Manager, Energy and Environment, 490-6056

Financial Approval by: Greg Keefe, Director of Finance/CFO, 490-6308

Legal Approval by: John Traves, Director Legal, Insurance and Risk Management Services, 490-4219

Report Approved By: For Jane Fraser, Director, Planning and Infrastructure 490-7166

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energy everywhere.

August 23, 2012  
To: Richard Butts  
HRM

Via email: [buttsr@halifax.ca](mailto:buttsr@halifax.ca)

**RE: LED Streetlight Options - revised**

Dear Richard Butts,

Approximately two months ago, we provided information to explain the draft LED street lighting regulations. We expect the regulations will be approved shortly. This letter has been prepared on the basis of the most recent proposed public draft of the regulations.

As previously identified, you are able to choose from two alternative streetlight strategies: continue to have full streetlight service from NS Power; or purchase the streetlights in your area and assume responsibility for compliance with the new regulations and light maintenance. These options are explained in turn below.

**1. Continue to have full streetlight service from NS Power**

If you choose to continue to acquire full streetlight service from NS Power you will continue to pay the current monthly UARB approved "all in" rate (includes energy, maintenance and capital costs) per light for the number of lights in their area. We propose that this monthly rate will be the same during the LED conversion process as what you are paying now for current lights (subject to UARB approval). For clarity, we propose that your current streetlight costs be frozen during the seven year conversion project at the 2012 rate. Increases in the cost of electricity for streetlights will not be rolled into your current rate for this period.

After the expected implementation period of seven years, the monthly rate will drop to reflect the improved economics that LED lights provide. In the event that energy costs increase more than expected during this seven year period, the deferral period may need

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**Nova Scotia Power**      **Customer Service**  
PO Box 910              1.800.428.6230  
Halifax, Nova Scotia    (428.6230 in HRM)  
Canada B3J 2W5

[nspower.ca](http://nspower.ca)

to be extended to fully recover costs. Please refer to the attached proposed tariff schedule, which outlines the particulars of this regulatory mechanism. Also, attached is a financial analysis of the deferral mechanism.

The number of lights on your accounts that have an LED equivalent are noted below.

<b>Continue Full Service Option</b>			
<b>Muni/Town/Village</b>	<b># of Lights with LED equivalents*</b>	<b>Current Annual Costs</b>	<b>Estimated Annual Post 7 Year Cost**</b>
HRM	28,443	\$4,349,395.26	\$3,457,452.56

\* The number of lights provided represents those lights currently owned by NS Power that have LED equivalents and do not include any customer owned lights.

\*\* Post 7 year cost estimates are based on energy rates in the rate stabilization plan until the end of 2014, then escalate by 3% per year and are subject to change.

**2. Assume responsibility and ownership of streetlights in your area**

If you wish to own your lights, the cost per light will be approximately \$178 based on our June 30<sup>th</sup>, 2012 assessment of un-depreciated costs for the total existing streetlight inventory, which equals \$21.2 million for the entire province. This amount will be subject to continued accounting practices (such as depreciation, retirements and additions) until the time of purchase or conversion. Those municipalities will then be billed on the "Energy Only" rate for the particular LED fixture. This rate will be subject to UARB approved rate changes as may be necessary.

When considering the purchase of your lights, note that you will be purchasing ALL lights billed to your account. This includes flood lights, continuously operating lights as well as roadway lighting.

Ownership Option			
Muni/Town/Village	# of Lights*	Cost to Purchase Existing NS Power Lights**	Energy Only Annual Energy Cost***
HRM	28,552	\$5,082,256	\$688,933.32

\*The number of lights provided are lights currently owned by NS Power, of all light types, and do not include any customer owned lights.

\*\* Purchase cost is calculated as the number of lights shown times the \$178 per light cost. Also, note that the cost to purchase lights will increase as time passes between now and the June 30, 2013 purchase decision deadline as the costs will need to reflect new LEDs installed by NS Power in the meantime.

\*\*\*The "Energy Only" cost estimate provided is based on 2013 rates and is applicable after the municipality has converted its lights to LED equivalents. The estimate assumes, for consistency, that the municipality would install LED lights equivalent to what NSPI would install.

In addition to the cost identified to purchase NS Power's lights, the municipality will be responsible for the costs of buying their own LED lights to achieve compliance with the regulations, as well as costs associated with maintenance and operating customer service processes to manage customer calls.

Municipalities that choose to purchase their lights will be required to sign an agreement for the transfer of assets. As well, if a municipality chooses to own their lights, NS Power will continue to service lights that require repair until the purchase is finalized. Once the purchase is finalized, the existing lights and their repair will be the responsibility of the municipality.

As some poles in the province are owned by Aliant, municipalities wishing to own their lights should consult Aliant about their attachment policies and whether there are associated fees.

NS Power is now in the process of developing an implementation plan to meet these regulations. Our first milestone is 10 percent conversion by June 30, 2013. In order to comply with the regulations, we need to start installing LED street lights. Our plan includes replacing traditional lights with LED if we are responding to a streetlight maintenance call and also to install LED lights as part of new construction or any work on



August 23, 2012

feeders. This will not restrict you from owning your lights. The option to either maintain full service or purchase will still be available to you until June 30, 2013 per the draft regulations. The cost to purchase NS Power's lights will reflect NS Power's cost to purchase and install new LEDs that may be put in place between now and the time of the decision.

A follow up conference call will be held in September, to assist in your understanding of the costs, rates and regulatory mechanism associated with these options. More details will be communicated to you when they are finalized.

If you would like to discuss your options or have any further questions, please contact us at 428-6773 or [LEDStreetlightProjec@nspower.ca](mailto:LEDStreetlightProjec@nspower.ca)

Sincerely,

Original Signed

Judy O'Leary  
Customer Lead, LED Streetlight Replacement Project

Cc: Kerry Jennex, Acting Director Retail Operations

## **ASSET PURCHASE AND SALE AGREEMENT**

**THIS AGREEMENT** is made effective as of the \_\_\_\_ day of June, 2014.

**BETWEEN:**

**NOVA SCOTIA POWER INCORPORATED**, a body corporate under the laws of the Province of Nova Scotia,

(the "**Vendor**")

- and -

**HALIFAX REGIONAL MUNICIPALITY**, a body corporate under the laws of the Province of Nova Scotia,

(the "**Purchaser**")

**WHEREAS** the Vendor has agreed to sell and the Purchaser has agreed to purchase, the Streetlights (as hereinafter defined);

**NOW THEREFORE THIS AGREEMENT WITNESSETH** that in consideration of the mutual covenants and agreements contained in this Agreement and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the parties hereby agree as follows:

### **ARTICLE 1 – INTERPRETATION**

#### **1.1 Definitions**

In this Agreement, the following terms shall have the meanings set out below unless the context requires otherwise:

- (a) "Asbestos Regulations" means the Asbestos Waste Management Regulations made under Section 84 of the *Environment Act* S.N.S. 1994-95, c. 1, N.S. Reg. 53/95, as may be amended from time to time.
- (b) "Asbestos Waste" means a friable waste material containing asbestos fibre or asbestos dust in a concentration greater than 1% by weight.
- (c) "Assignable Warranties" has the meaning set out in Section 4.1(f).
- (d) "Bill of Sale" means a transfer of the Streetlights in the form attached as Schedule "B".
- (e) "Closing" means the completion of the sale and purchase of the Streetlights in accordance with Article 5 hereof.
- (f) "Closing Date" means \_\_\_\_\_, 2014 or such other date as may be agreed to by the parties hereto.

- (g) "Encumbrance" means any mortgage, charge, pledge, hypothec, lien (including any lien for unpaid taxes), encumbrance, restriction, option, lease, right of others or security interest of any kind, whether fixed or floating, absolute, contingent or conditional.
- (h) "PCBs" means polychlorinated biphenyls.
- (i) "PCB Regulations" means collectively the federal *PCB Regulations*, SOR/2008-273 and the Nova Scotia *PCB Management Regulations*, NS Reg 52/95, each as may be amended from time to time.
- (j) "Purchase Price" means the amount set forth in Schedule "C".
- (k) "Streetlights" means collectively all lighting fixtures owned by the Vendor in Halifax Regional Municipality, Nova Scotia, as further described in Schedule "A" attached hereto, but excluding any lighting fixtures erected on the Vendor's customers' real property which are paid for by the Vendor's customers.
- (l) "Support Agreements" has the meaning set out in Section 2.4.

## **ARTICLE 2- PURCHASE AND SALE**

### **2.1 Assets to be Sold and Purchased**

Subject to the terms and conditions hereof and based on the representations and warranties herein contained, the Vendor hereby agrees to sell, transfer, assign and convey to the Purchaser and the Purchaser hereby agrees to purchase and accept the transfer, assignment and conveyance from the Vendor as of and with effect from the opening of business on the Closing Date, the Streetlights.

### **2.2 As Is/Where Is**

The Purchaser acknowledges the purchase of the Streetlights is on an "as is, where is" basis and except as specifically set out herein, the Vendor does not make any representations or warranties to the Purchaser with respect to the Streetlights. The Vendor's express warranties and representations set forth in this Agreement and the Bill of Sale and any other documents delivered at Closing are exclusive and in lieu of all other representations and warranties whatsoever by the Vendor and except for the representations and warranties specifically set out in this Agreement and the Bill of Sale, the Vendor disclaims and the Purchaser hereby waives all expectation of or reliance upon all warranties, guarantees or representations of any kind or nature, either express or implied, arising by law or otherwise, with respect to the Streetlights, including without limitation any representation with respect to condition of the Streetlights, merchantability of the Streetlights or fitness for purpose.

### **2.3 Assumption of Future Obligations**

As and from the Closing Date, the Purchaser will assume all liabilities and obligations relating to or arising from the Streetlights, including but not limited to all future maintenance obligations.

#### 2.4 **Attachment of Streetlights**

The Purchaser acknowledges that the Streetlights are attached to utility poles owned by either the Vendor or Bell Aliant Regional Communications, Ltd. ("**Bell Aliant**"). The Purchaser agrees to enter into support agreements with the Vendor and with Bell Aliant at or prior to Closing with respect to the attachment of Streetlights to their respective poles and with respect to the Purchaser's ability to access such poles for the purpose of maintaining the Streetlights and any future streetlights that the Purchaser may install on the poles (the "**Support Agreements**").

#### 2.5 **PCB Containing Streetlights**

The Purchaser acknowledges that up to 2% of the Streetlights may contain PCBs (the "PCB Estimate"). In the event that the Purchaser discovers that the number of Streetlights that contain PCBs is higher than the PCB Estimate, the Vendor agrees to reimburse the Purchaser for reasonable and documented PCB disposal costs.

#### 2.6 **Asbestos Containing Streetlights**

The Purchaser acknowledges that certain of the Streetlights may contain Asbestos Waste.

#### 2.7 **LED Streetlights**

- (a) In the event the Purchaser, acting reasonably, discovers any LED Streetlights requiring wiring modifications within one (1) year of Closing and provides the Vendor with written notification of the Streetlights requiring wiring modifications within the stated one (1) year period and the Vendor, acting reasonably, agrees with the need for the modifications, the Vendor shall rewire all such identified LED Streetlights at the Vendor's cost and expense.
- (b) The Purchaser agrees that the obligation provided for in Section 2.7(a) above is the Purchaser's sole remedy for any LED Streetlights requiring rewiring and the Purchaser waives its rights to any further remedy under common law, equity or otherwise.

### **ARTICLE 3- PURCHASE PRICE**

#### 3.1 **Payment of Purchase Price**

The Purchaser agrees to pay and the Vendor agrees to accept the payment of the Purchase Price plus HST, by way of solicitor's trust cheque, certified cheque, cheque, bank draft or wire transfer on Closing.

#### 3.2 **Apportionment of Purchase Price**

The Purchase Price shall be calculated and apportioned as set out at Schedule "C" and the parties herein agree to prepare tax and financial documentation in accordance thereto.

## ARTICLE 4- REPRESENTATIONS AND WARRANTIES

### 4.1 Representations and Warranties of the Vendor

The Vendor represents, warrants and covenants to the Purchaser as follows (and acknowledges that the Purchaser is relying upon these representations, warranties and covenants in connection with the entering into of this Agreement and the purchase of the Streetlights):

- (a) Incorporation, Existence and Share Ownership. The Vendor is a validly existing corporation in good standing under the laws of the Province of Nova Scotia.
- (b) Corporate Power. The Vendor has good and sufficient power, authority and right to enter into and deliver this Agreement and all other agreements, documents and instruments to be executed by it as contemplated herein and to carry out the transactions and perform each of its obligations provided for herein and therein.
- (c) Due Authorization. The execution and delivery of this Agreement and all other agreements, documents and instruments executed or to be executed by the Vendor pursuant to this Agreement and the performance by the Vendor of its obligations hereunder or thereunder have been duly authorized by all necessary corporate action on the part of the Vendor. Each of this Agreement and the other agreements and instruments to be executed by the Vendor in connection with this Agreement constitutes (or will constitute when executed) legally valid and binding obligations of the Vendor, enforceable against it in accordance with its terms.
- (d) Right to Sell and Title to Streetlights. The Vendor is the sole beneficial and registered owner of the Streetlights with good and marketable title thereto, which Streetlights shall on Closing be free and clear of all Encumbrances. The Vendor has the exclusive right to possess, use, occupy and dispose of the Streetlights and the Vendor has full legal right, power and authority to sell, transfer and convey the Streetlights to the Purchaser.
- (e) Warranties. Prior to Closing, the Vendor shall notify the Purchaser of the status of any warranties associated with the Streetlights and assign where possible the benefits of such warranties to the Purchaser. With respect to warranties that do not require any third party consent for assignment (the “**Assignable Warranties**”), the Vendor shall provide notice to such third party of the transaction contemplated by the Agreement and the assignment of such warranties to the Purchaser.
- (f) Litigation. There is no litigation or proceedings in progress or to the knowledge of the Vendor, threatened against or affecting the Streetlights or its interests therein at law or in equity or before or by any federal, provincial, municipal or other governmental department, court, commission, board, bureau, agency or instrumentality or before or by any arbitrator or arbitration board.
- (g) HST Registrant. The Vendor is validly registered as a registrant under (A) Part IX of the *Excise Tax Act (Canada)*, as amended from time to time, for purposes of HST and its registration number is 11931 4938 RT0001.

### 4.2 Representations and Warranties of the Purchaser

The Purchaser represents and warrants to the Vendor that:

- (a) Incorporation and Existence. The Purchaser is a duly incorporated and validly existing corporation in good standing under the laws of Nova Scotia.
- (b) Corporate Power. The Purchaser has good and sufficient power, authority and right to enter into and deliver this Agreement and all other agreements, documents and instruments to be executed by it as contemplated herein and to carry out the transactions and perform each of its obligations provided for herein and therein.
- (c) Due Authorization. The execution and delivery of this Agreement and all other agreements, documents and instruments executed or to be executed by the Purchaser pursuant to this Agreement and the performance by the Purchaser of its obligations to be performed hereunder or thereunder has been duly authorized by all necessary corporate action on the part of the Purchaser. Each of this Agreement and the other agreements and instruments to be executed by the Purchaser in connection with this Agreement constitutes (or will constitute when executed) a legally valid and binding obligation of the Purchaser, enforceable against it in accordance with its terms.
- (d) HST Registrant. The Purchaser is validly registered as a registrant under (A) Part IX of the *Excise Tax Act* (Canada), as amended from time to time, for purposes of HST and its registration number is 894283845RT0001.

#### 4.3 **Survival and Representations and Warranties**

All representations, warranties and agreements contained herein shall survive the Closing and shall continue in full force and effect for a period of one (1) year from the Closing Date.

### **ARTICLE 5 - CLOSING**

#### 5.1 **Deliveries by the Vendor**

At or before Closing, the Vendor shall deliver to the Purchaser the Bill of Sale and Assignable Warranties to allow for the Purchaser to take possession of the Streetlights.

#### 5.2 **Deliveries of the Purchaser**

At or before Closing, the Purchaser shall deliver or cause to be delivered to the Vendor the solicitor's trust cheque, certified cheque, cheque, bank draft or wire transfer in the amount of the Purchase Price payable on Closing.

### **ARTICLE 6 – GENERAL**

#### 6.1 **Further Assurances**

The Vendor and the Purchaser shall execute and deliver such further and other documents, assurances and conveyances as may be necessary from time to time to give effect to this Agreement and to carry out its provisions, whether before or after the Closing. In particular, the Vendor agrees to provide the Purchaser any information reasonably requested by the Purchaser that the Vendor has with respect to the Streetlights.

## 6.2 Time of Essence

Time shall be of the essence of this Agreement provided that the time for doing or completing any matter provided for herein may be extended or abridged by agreement in writing signed by the Vendor and the Purchaser or by their respective solicitors who are hereby expressly appointed in this regard.

## 6.3 Fees

The Vendor and the Purchaser shall pay their respective legal, accounting and other professional advisory fees, costs and expenses incurred in connection with the purchase and sale of the Streetlights and the preparation, execution and delivery of this Agreement and all other documents and instruments executed pursuant hereto.

## 6.4 Successors and Assigns

This Agreement shall enure to the benefit of and be binding upon the respective successors and permitted assigns of the parties hereto.

## 6.5 Entire Agreement

With the exception of the Support Agreements, this Agreement constitutes the entire agreement between the parties hereto relating to the purchase and sale of the Streetlights and supersedes all prior negotiations and agreements, whether written, oral, implied or collateral between the Vendor and the Purchaser. There are no representations, warranties, terms, conditions, undertakings or collateral agreements, express, implied or statutory, between the parties other than as expressly set forth in this Agreement.

## 6.6 Assignment

Neither this Agreement nor any part thereof nor any rights nor obligations under this Agreement may be assigned by any of the parties hereto without the prior written consent of the other party.

## 6.7 Amendments and Waiver

No modification of or amendment to this Agreement shall be valid or binding unless set forth in writing and duly executed by both of the parties hereto and no waiver of any breach of any term or provision of this Agreement shall be effective or binding unless made in writing and signed by the party purporting to give the waiver and, unless otherwise provided, shall be limited to the specific breach waived.

## 6.8 Notices

Any notice, document or communication required or permitted to be given hereunder shall be in writing and delivered by hand or a facsimile transmission to the party to which it is to be given as follows:

To the Purchaser:

Halifax Regional Municipality  
Attention: Director, Transportation and Public Works

PO Box 1749  
Halifax, NS B3J 3A5  
Facsimile: (902) 490-6904

To the Vendor:

Nova Scotia Power Incorporated  
Attention: Contract Manager, Customer Operations  
PO Box 910  
Halifax, NS B3J 2W5  
Facsimile: (902) 428-6171

or to such other address as either party may in writing advise by notice given in accordance with this section. Any notice, document or communication shall be deemed to have been given, in the case of delivery by hand, when delivered and in the case of delivery by facsimile transmission, when a legible facsimile transmission is received by the recipient.

#### 6.9 **Governing Law**

This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein and the parties attorn to the exclusive jurisdiction of the Courts of the Province of Nova Scotia for any disputes arising out of this Agreement.

**[signature page follows]**



**IN WITNESS WHEREOF** the parties have executed this Agreement as of the day and year first written above.

**SIGNED AND DELIVERED**  
in the presence of:

**NOVA SCOTIA POWER INCORPORATED**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

Per: \_\_\_\_\_

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
Witness

Per: \_\_\_\_\_

## **Schedule "A"**

### **Streetlights**

The Streetlights being sold by the Vendor to the Purchaser include approximately 24,316 non-LED and 4,548 LED street and area lights within the geographical boundary of the Purchaser, owned by the Vendor as detailed below.

The demarcation point of a Streetlight is the connection point of the Streetlight wiring to the Vendor's secondary distribution system. The Streetlight includes the luminaire itself, the davit arm supporting the fixture (if applicable) and the wiring of the fixture beyond the demarcation point.

#### **Includes:**

- All roadway lights within the geographical boundary of the Purchaser (LED and non-LED) owned by the Vendor, including but not limited to those billed directly to the Purchaser as of the Closing.
- All area lighting within the geographical boundary of the Purchaser (e.g. park lighting, pathway lighting, parking lot lighting, flood lighting, etc.) owned by the Vendor and billed directly to the Purchaser as of the Closing.

#### **Excludes:**

- Any lights that are owned by the Vendor and billed directly to agencies, associations and organizations affiliated with the Purchaser.
- Traffic lights, signs, billboards.
- Lighting fixtures erected on the Vendor's customers' real property which are paid for by the Vendor's customers' other than the Purchaser.
- Lights owned by other customers of the Vendor (e.g. Department of Transportation, DND).
- Any lights serving privately owned roads (e.g. trailer parks), unless such lights are billed directly to the Purchaser.
- Poles or other support structures up to the demarcation point.

**Schedule "B"**

**Bill of Sale**

**WHEREAS** pursuant to an asset purchase and sale agreement dated \_\_\_\_\_, 2014 (the "**Agreement**"), between Nova Scotia Power Incorporated ("**Vendor**") and Halifax Regional Municipality ("**Purchaser**"), Vendor agreed to transfer, sell and assign to the Purchaser and the Purchaser agreed to purchase from the Vendor certain Streetlights, as defined in the Agreement;

**KNOW ALL MEN BY THESE PRESENTS** that **VENDOR** does hereby convey, transfer, assign and deliver to **PURCHASER**, title in and to all of the Streetlights and the Assignable Warranties as defined in the Agreement.

**TO HAVE AND TO HOLD** the same unto **PURCHASER**, its successors and permitted assigns, to and for its use forever.

**VENDOR** from time to time after the date hereof at the request of **PURCHASER** and without further consideration shall execute and deliver further instruments of transfer and assignment and take such other action as **PURCHASER** may reasonably require to more effectively transfer and assign to and vest in **PURCHASER** the Streetlights and the Assignable Warranties conveyed hereunder.

**IN WITNESS WHEREOF**, **VENDOR** has caused this Bill of Sale to be duly executed on its behalf by its duly authorized officers, effective as of the \_\_\_\_ day of \_\_\_\_\_, 2014.

**NOVA SCOTIA POWER INCORPORATED**

Per: \_\_\_\_\_

Per: \_\_\_\_\_

## Schedule "C"

### Apportionment of Purchase Price

The following is the calculation and apportionment of the Purchase Price:

Stranded Asset Costs	\$3,575,451.53
LED Fixture Costs	\$3,751,895.02
Maintenance Credit	(\$425,577.05)
<b>Total Purchase Price</b>	<b>\$6,901,769.50</b>

### Stranded Asset Costs

Apportionment of streetlight Stranded Asset Costs is determined as a percentage of the Net Book Value of the Vendor's total streetlight assets:

A Gross Plant Value	\$52,615,649	As of Dec 31, 2011
B Accumulated depreciation	\$(30,651,780)	As of Dec 31, 2011
C Net Book Value of Streetlight Asset Pool	\$21,963,868	As of Dec 31, 2011
D Total Streetlight units	118,825	As of Dec 31, 2011
E Total HRM Streetlight units	28,864	As of Dec 31, 2011
F HRM portion of asset pool (E/D)	24.29%	As of Dec 31, 2011
G Annual depreciation rate	5.33%	
H Depreciation between Dec 31, 2011 and August 1, 2014	\$7,244,736.38	
<b>I HRM portion of stranded asset cost (C-H)*F</b>	<b>\$3,575,451.53</b>	As of August 1, 2014

Table 1 Non LED Streetlight assets as of Dec 31, 2011

Rate Code	Description	Total Lights In Asset Pool	Lights HRM is purchasing	% of Total
001	LE 300W Incandescent Light	26	0	0.00%
002	GT 300W Incandescent Light	2	0	0.00%
100	100W Mercury Vapour Light	264	12	4.55%
101	125W Mercury Vapour Light	11014	420	3.81%

Rate Code	Description	Total Lights In Asset Pool	Lights HRM is purchasing	% of Total
102	175W Mercury Vapour Light	2529	457	18.07%
103	250W Mercury Vapour Light	1013	141	13.92%
104	400W Mercury Vapour Light	1325	128	9.66%
105	700W Mercury Vapour Light	11	0	0.00%
106	1000W Mercury Vapour Light	88	0	0.00%
107	250W Mercury Vapour/Continuous	3	0	0.00%
110	Fluorescent 24 X 2 Light	892	2	0.22%
111	Fluorescent 48 X 2	112	4	3.57%
112	Fluorescent 72 X 2	67	1	1.49%
113	Fluorescent 72 X 4	15	0	0.00%
114	Fluorescent 96 X 1	3	0	0.00%
115	Fluorescent 72 X 1	1	0	0.00%
116	Fluorescent 48 X 4	1	0	0.00%
121	250W High Pressure Sodium	5129	1017	19.83%
122	400W High Pressure Sodium	3376	135	4.00%
123	70W High Pressure Sodium	39599	17733	44.78%
124	100W High Pressure Sodium	45047	7333	16.28%
125	150W High Pressure Sodium	5423	1304	24.05%
126	100W High Pressure Sodium-Cont	17	0	0.00%
130	135W Low Pressure Sodium Light	58	56	96.55%
131	180W Low Pressure Sodium	642	19	2.96%

Rate Code	Description	Total Lights In Asset Pool	Lights HRM is purchasing	% of Total
140	400W Metallic Additive Light	1210	71	5.87%
141	1000W Metallic Additive Light	837	16	1.91%
142	250W Metallic Additive Light	111	11	9.91%
143	150W Metallic Additive Light	3	1	33.33%
144	100W Metallic Additive Light	7	3	42.86%
		<b>118825</b>	<b>28864</b>	<b>24.29%</b>

### LED Fixture Costs

The following is the apportionment of the Purchase Price related to the LED fixture costs:

A Total cost per LED light	\$890.65	
B Total LED lights	4548	From Table 3
C Total LED costs (A*B)	\$4,050,676.20	
D Depreciation between Jan 31, 2012 thru August 1, 2014	(\$255,781.18)	From Table 2
E Credit for 28 Watt fixtures (\$250/unit)	(\$43,000)	From Table 3
F HRM cost for LED fixtures (C-D-E)	\$3,751,895.02	As of August 1, 2014

Table 2 LED Depreciation Schedule

Month	LED Lights Installed	Cumulative Depreciation
Sep 2012	21	(41.54)
Oct 2012	83	(288.79)
Nov 2012	289	(1,271.84)
Dec 2012	310	(3,439.72)
Jan 2013	518	(7,245.36)
Feb 2013	402	(12,870.75)
Mar 2013	427	(20,135.89)
Apr 2013	336	(28,910.23)
May 2013	164	(38,673.57)
Jun 2013	174	(49,105.46)
Jul 2013	183	(60,243.50)
Aug 2013	241	(72,220.20)
Sep 2013	287	(85,241.27)
Oct 2013	445	(99,710.23)
Nov 2013	286	(115,625.10)

Dec 2013	100	(132,303.47)
Jan 2014	71	(149,320.08)
Feb 2014	37	(166,550.31)
Mar 2014	98	(184,047.57)
Apr 2014	55	(201,847.46)
May 2014	21	(219,797.67)
June 2014	0	(237,789.43)
July 2014	0	(255,781.18)

Table 3 LED lights

LED Fixture Wattage	Number of Fixtures
Unknown	
28	172
44	1567
50	16
55	1640
72	921
100	92
200	139
	<b>4548</b>

### Maintenance Credit

The total of the LED fixture costs and the Stranded Asset Costs shall be reduced by the following credits for the direct maintenance costs paid by HRM to NSPI as part of its unmetered service rate for the period between September 2012 and December 2013:

A Direct Maintenance	\$463,633.59	From Table 4
B Billing adjustment offset	\$38,056.54	From Table 5
<b>C Total Maintenance Credit A-B</b>	<b>\$425,577.05</b>	

Table 4 Maintenance Credits

Rate Code	Quantity	Monthly Maintenance Charge		Monthly Maintenance Adjustment (credit)		Cumulative Credit Oct 2012-Nov 2013
		2012	2013	2012	2013	
100	12	\$3.65	\$4.07	\$0.83	\$1.22	\$191.00

Rate Code	Quantity	Monthly Maintenance Charge		Monthly Maintenance Adjustment (credit)		Cumulative Credit Oct 2012-Nov 2013
		2012	2013	2012	2013	
101	420	\$4.87	\$4.07	\$1.11	\$1.22	\$7,033.94
102	457	\$3.65	\$4.07	\$0.83	\$1.22	\$7,273.91
103	141	\$3.65	\$4.07	\$0.83	\$1.22	\$2,244.25
104	128	\$3.65	\$4.07	\$0.83	\$1.22	\$2,037.33
110	2	\$7.30	\$8.14	\$1.66	\$2.44	\$63.67
111	4	\$7.30	\$8.14	\$1.66	\$2.44	\$127.33
112	1	\$7.30	\$8.14	\$1.66	\$2.44	\$31.83
121	1,017	\$3.65	\$4.07	\$0.83	\$1.22	\$16,187.23
122	135	\$3.65	\$4.07	\$0.83	\$1.22	\$2,148.75
123	17,733	\$3.65	\$4.07	\$0.83	\$1.22	\$282,249.95
124	7,333	\$3.65	\$4.07	\$0.83	\$1.22	\$116,716.79
125	1,304	\$3.65	\$4.07	\$0.83	\$1.22	\$20,755.31
130	56	\$10.95	\$12.21	\$2.49	\$3.66	\$2,674.00
131	19	\$10.95	\$12.21	\$2.49	\$3.66	\$907.25
140	71	\$5.84	\$6.51	\$1.33	\$1.95	\$1,807.66
141		\$8.76	\$9.76	\$1.99	\$2.93	\$610.78



Rate Code	Quantity	Monthly Maintenance Charge		Monthly Maintenance Adjustment (credit)		Cumulative Credit Oct 2012-Nov 2013
		2012	2013	2012	2013	
	16					
142	11	\$8.76	\$9.76	\$1.99	\$2.93	\$419.91
143	1	\$8.76	\$9.76	\$1.99	\$2.93	\$38.17
144	3	\$8.76	\$9.76	\$1.99	\$2.93	\$114.52
	<b>28,864</b>					<b>\$463,633.59</b>

This amount is reduced by the maintenance associated with fixtures that were converted to LEDs between October 2013 and November 2013 as illustrated in Table 5 as these maintenance amounts will be credited via billing adjustments

Table 5 Maintenance Credits offset by billing adjustments

Month	LED Lights Installed	Maintenance Credit Reduction
Oct-12	83	\$87.31
Nov-12	289	\$329.95
Dec-12	310	\$590.21
Jan-13	518	\$1,503.39
Feb-13	402	\$1,998.36
Mar-13	427	\$2,524.11
Apr-13	336	\$2,937.82
May-13	164	\$3,139.75
Jun-13	174	\$3,353.99
Jul-13	183	\$3,579.32
Aug-13	241	\$3,876.05
Sep-13	287	\$4,229.43
Oct-13	445	\$4,777.35
Nov-13	286	\$5,129.49
<b>Total</b>		<b>\$38,056.54</b>

THIS AGREEMENT made in duplicate this                    day of                    , 2014.

BETWEEN:

**NOVA SCOTIA POWER INCORPORATED**

(hereinafter called the “Company”)

OF THE FIRST PART

-and-

**HALIFAX REGIONAL MUNICIPALITY,**

(hereinafter called the “Municipality”)

OF THE SECOND PART

WHEREAS the Company owns, installs, operates and maintains Poles (as defined below), within certain areas of the Province of Nova Scotia;

AND WHEREAS the Municipality owns all the Streetlights (as defined below) attached to the Poles within the geographic boundaries of the Municipality;

AND WHEREAS the Company has agreed to permit the Municipality to use the Poles for the purpose of attaching Streetlights where in the Company’s judgment such use will not interfere with its own service requirements, including considerations regarding safety and any rights or privileges to use the Poles previously conferred or hereafter conferred by the Company by contract or otherwise to others who are not parties to this Agreement;

AND WHEREAS the Company has agreed to allow the Municipality to attach the Streetlights to its Poles subject to the terms and conditions contained herein;

AND WHEREAS the parties agree to deal with each other with due consideration for the safety of their respective employees, agents, servants, contractors and the public and the preservation of each other’s property and assets and the interests of their respective customers;

NOW THEREFORE, this Agreement witnesses that in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration now paid to the Company by the Municipality, and of the premises and covenants contained herein to be performed, and of the payments to be made as provided hereinafter, the Parties hereto mutually agree as follows:

1. **Definitions:**

- (a) **“Area”** means the geographic boundaries of the Municipality;
- (b) **“Attacher”** means an entity, authorized by the Company, which has an attachment on a Pole, including but not limited to Bell Aliant Regional Communications, Limited;
- (c) **“Business Day”** means any day other than a Saturday or Sunday or a statutory holiday in Nova Scotia;

- (d) **“Emergency”** means a situation in which the Company determines there is a risk of bodily injury or death to a person or an imminent risk of damage to the Company’s Poles or electric power facilities;
- (e) **“Good Utility Practice”** means any of the practices, methods and acts engaged in or approved by a significant portion of the electric utility industry in North America during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in North America;
- (f) **“Guy (Stub) Pole”** means a pole used to support a pole when a down guy and anchor cannot be directly attached;
- (g) **“Line Pole”** means any Company-owned pole operating at a voltage in excess of 750 volts nominal to ground;
- (h) **“Make-Ready Work”** means all work reasonably determined by the Company to be required to accommodate the Municipality’s Streetlight on a Pole, including but not limited to, inspections, engineering, construction, guying, pruning, clearing, trimming, scoping, Rearrangements, Transfers, removal and replacement of existing Poles, traffic control or any other changes or work;
- (i) **“Notification”** means the Municipality’s notice to the Company as described in Schedule “C” of its changes, replacements, additions and/or removals of Streetlights within the Area regardless of pole ownership;
- (j) **“Poles”** means the utility poles owned by the Company within the Area, including without limitation Service Poles, Line Poles and Guy (Stub) Poles, which support or are capable of supporting Streetlights and **“Pole”** means any one of them;
- (k) **“Rearrange” or “Rearrangement”** means the removal of a Streetlight from one position on a Pole and placing the same Streetlight or Streetlights and such incidental material as may be required in another position on the same Pole;
- (l) **“Safety Manual”** means the Company’s safety manual as amended from time to time;
- (m) **“Service Pole”** means any Company-owned pole operating at a voltage of 750 volts to ground or less;
- (n) **“Streetlight”** means a light fixture providing street and aerial lighting and includes the luminaire, the davit arm supporting the fixture and the wiring of the fixture beyond the demarcation point;

- (o) **“Transfer”** means the removal of a Streetlight from one Pole and the placement of the same Streetlight and such incidental materials as may be required to affix such Streetlight to another Pole;
- (p) **“Unauthorized Streetlight”** means a Streetlight attached after the date hereof that has been placed on a Pole, moved to another Pole or changed in any manner whatsoever without a Notification having been received from the Municipality; and
- (q) **“Work”** has the meaning set out in section 4.01(a).

## 2. **Location**

2.01 This Agreement and the terms and conditions herein shall apply to all Poles within the Area.

## 3. **Term**

3.01 The term of this Agreement shall commence on the day and year first written above for a period of twenty (20) years and shall automatically renew for additional twenty (20) year terms thereafter unless sooner terminated as provided for herein, or unless one (1) year prior written notice of non-renewal is provided by one party to the other before the expiration of the current term or renewal term, as applicable (the **“Term”**). The parties agree that, unless written notice of non-renewal has been given, after the end of the initial twenty (20) year term that they will negotiate in good faith any amendments to this Agreement reasonably requested by the other party.

3.02 The parties agree that the Municipality shall have the right to place its Streetlights on all Poles within the Area, subject to the Notification terms set out in Schedule **“C”**.

## 4. **Installation and Operation of Streetlights**

4.01 During the Term of this Agreement, the Municipality covenants and agrees that it shall, at its sole cost and expense:

- (a) subject to Sections 4.01 (d) and (e), be responsible to install, replace, upgrade, maintain, Rearrange, repair, remove or Transfer the Streetlights or perform any other work (collectively the **“Work”**) related to the Streetlights;
- (b) comply with the Notification terms set out in Schedule **“C”** in its performance of Work;
- (c) attach Streetlights to Poles:
  - i. in such a way so as not to interfere with the lines, works, attachments or equipment of the Company or of Attachers;

**Revised  
Attachment 3,  
Section 4.01 (c)(v)**

- ii. in accordance with the requirements of the Agreement, including, without limitation, the NS Labour and Advanced Education Electrical Bulletin 2012-02 (attached hereto as Schedule “A”), and NSPI Electrical Inspection Bulletin – Rule 30-1000 (attached hereto as Schedule “E”), both as may be amended from time to time;
  - iii. in accordance with the requirements of the installation drawings attached hereto as Schedule “D” whenever attaching Streetlights to Poles where Streetlights did not previously exist;
  - iv. in accordance with the requirements of the installation drawings attached hereto as Schedule “D” (when possible) whenever replacing or converting an existing Streetlight to a Pole where the existing Streetlight is located above the secondary power line – and if compliance with Schedule “D” is not possible, the Company, acting reasonably, shall determine the appropriate placement of the Streetlight on the Pole; and
  - v. if the Municipality is unable to adhere to the requirements set out in 4.01(c)(iii) and (iv) above, the Municipality shall have the right to request, subject to Company’s agreement, that the Company perform Make Ready Work in accordance with the terms set out in Section 17.1 and 19.2.
- (d) in the event of an Emergency, pay for all costs related to any Work reasonably required to be performed by the Company, in accordance with the payment terms set out in Schedule “B”;
- (e) perform, within twenty (20) Business Days of written notice, any Work reasonably required by the Company or an Attacher in connection with planned or reactive maintenance on the Company’s or an Attacher’s infrastructure on a Pole, replacement of a Pole, or due to interference with the Company’s or an Attacher’s attachments on a Pole. If the Municipality does not perform the required Work within the above noted twenty (20) Business Days and no extension of the time to complete the Work is granted in writing by the Company or where it is not practicable for the Company to give twenty (20) Business Days’ notice or some lesser amount of notice, the Company shall be at liberty to complete the required Work and the Municipality shall pay the Company all reasonable expenses incurred by it in performing said Work, in accordance with the rates set forth in Schedule “B”, and the Company shall not be responsible for any resulting losses or damages incurred by the Municipality;

**5. License and Other Permits**

- 5.01 The Municipality shall secure and pay for all licenses and permits which it may require to comply fully with all laws, ordinances, by-laws and regulations relating to Streetlights on Poles, and upon request shall provide the Company with copies thereof.

6. **Supervision and Employees**

- 6.01 The Municipality shall employ, and shall ensure that its contractors, subcontractors and independent contractors employ, only such persons with the requisite skill, care, diligence and experience in their various trades to do any installation, Rearrangement, Transfer, repair, replacement or any other matter related to the Streetlights.
- 6.02 Each Party shall be fully responsible for the acts and omissions of its contractors, subcontractors and independent contractors and of persons directly or indirectly employed by them, as well as for the acts and omissions of persons directly employed by such Party.

7. **Materials and Maintenance**

- 7.01 All Streetlights and materials used to affix the Streetlights to Poles shall be of industry standard quality and shall comply with such industry standards as amended from time to time.
- 7.02 The Streetlight materials used must comply with CAN/CSA C83 Utility Hardware or if not covered in this standard, then they must be included in another CSA Material Standard or Standards for hardware as published by the American National Standards Institute (ANSI) or the American Society for the testing of Materials (ASTM), as amended from time to time.
- 7.03 The Municipality shall use reasonable efforts to ensure that all Streetlights attached to the Poles are free from defects and will satisfactorily perform the purpose for which they are intended.
- 7.04 The Municipality shall maintain the Streetlights and the Company shall maintain the Poles in a reasonable and safe condition.

8. **Safety**

- 8.01 The Municipality shall be responsible for taking all reasonable safety precautions during its performance of the Work. During its performance of the Work, the Municipality shall take reasonable measures to protect from damage all Poles, Company property, and the property of Attachers or other persons or parties on or in the vicinity of the Pole.
- 8.02 During its performance of the Work, the Municipality shall at all times keep the areas around the Pole free from the accumulation of waste materials and debris, and on completion of the Work, the Municipality shall promptly clear away and dispose of all surplus materials and rubbish and shall leave the Pole and the area around it clean and tidy, and in the event that the Municipality fails to do so within a reasonable amount of time upon so being requested by the Company, the Company will arrange for such cleanup to be carried out at the Municipality's expense.
- 8.03 The Municipality shall not do or permit anything which would create a hazard on or about any Pole. If either party to this Agreement, discovers a potential or

actual hazardous condition related to a Pole (the “**Discovering Party**”), the Discovering Party shall notify the other party of the potential safety risk and the nature of the hazard, as soon as reasonably possible.

- 8.04 Subject to any subsequent agreement between the parties relating to the subject matter of this subsection 8.04 only, the trimming, pruning or removal of trees or underbrushing where required for the ongoing operation of Streetlights shall be the sole responsibility of the Municipality.

9. **Access and Priority**

- 9.01 The Company shall at all times have access to a Pole where a Streetlight is being or has been placed by the Municipality.
- 9.02 Each party shall conduct its operations on the Poles so as to avoid interference with the operations of the other party, or Attachers, on the Poles.

10. **Permission of landowners**

- 10.01 The granting of permission by the Company for the Municipality to place a Streetlight on a Pole located on private, provincial or federal crown property shall not be construed as meaning that authorization for such Streetlight affixing has been obtained from the landowner, and it shall be the Municipality’s sole and absolute responsibility to obtain permission for the affixation of the Streetlights from the landowner or appropriate government body, except in instances where an express grant exists under an easement granted to the Company by a landowner.
- 10.02 The Company does not guarantee that its Poles are located on property to which the Company holds an irrevocable easement, right of way or servitude or other privilege. In the event the Company is required to remove a Pole or other support structure from a property, the Municipality shall within 5 Business Days of notification by the Company remove its Streetlight from the Pole at the Municipality’s expense.
- 10.03 For the purposes of this section, the Company considers the Municipality to be a service provider with respect to the language in the Company’s standard easement due to its ownership of the Streetlights and the provision of light on Municipality streets. The Municipality acknowledges and agrees that the definition of service provider in the Company’s standard easement has not been judicially interpreted and relies on the Company’s interpretation at its sole risk. The Municipality shall at all times save, defend, keep harmless and fully indemnify the Company and its directors, officers, agents and affiliates and their successors and assigns against any and all losses, costs, charges, damages, expenses, claims, demands and liability whatsoever relating to the interpretation of the definition of service provider in the Company’s standard easement.

11. **Ownership**

- 11.01 All Streetlights attached by the Municipality to Poles shall remain the property of the Municipality, and it is understood and agreed that neither the existence of this

Agreement nor any permission granted hereunder by the Municipality shall confer upon the Company any vested rights of ownership in any Streetlight

11.02 All Poles and electric power facilities installed by the Company shall remain the property of the Company, and it is understood and agreed that neither the existence of this Agreement nor any permission granted hereunder by the Company shall confer upon the Municipality any vested rights of ownership in any Pole or electric power facility.

12. **Compliance with Laws, Standards and Guidelines**

12.01 The Municipality and the Company and their respective employees, contractors and subcontractors shall comply with all federal, provincial, regional, municipal, local or Company laws, by-laws, regulations, guidelines, statutes or standards (including Good Utility Practice) which may affect in any way the subject-matter of this Agreement, and, without limiting the foregoing, shall comply with all laws, ordinances, guidelines, rules and regulations, as amended from time to time, relating to the employment of labour and the occupational health and safety of employees. This will include compliance with the relevant sections of the Company's Safety Manual.

13. **Taxes**

13.01 The Municipality shall pay all contributions, taxes and premiums payable to any taxing authority or under federal, provincial, regional, municipal or local law or by-law and levied by reason of this Agreement, and all taxes for which the Company may become liable as the result of the placement of the Streetlights on Poles.

14. **Indemnification**

14.01 The Company shall at all times save, defend, keep harmless and fully indemnify the Municipality and its directors, officers, agents and affiliates and their successors and assigns against any and all losses, costs, charges, damages, expenses, claims, demands and liability whatsoever, to the extent arising out of any third party claims arising from the negligence or willful misconduct on the part of the Company or its employees in the performance of the Company's obligations under this Agreement, except to the extent such claim is caused or contributed to by the Municipality. This section 14.01 shall survive termination of the Agreement.

14.02 The Municipality shall, pursuant to Section 14.01:

- (a) provide the Company prompt written notice of any claim which may give rise to the indemnification;
- (b) co-operate with all of the Company's reasonable requests regarding the conduct of the defence and the settlement of the claim; and



(c) grant the Company control of the defence of any such claim; provided, however, that without relieving the Company of its obligations hereunder or impairing the Company's right to control the defence or settlement thereof, the Municipality may elect to participate through separate counsel in the defence of any such claim, but the fees and expenses of such counsel shall be at the expense of the Municipality, except in the event that:

i) the Municipality shall have reasonably concluded that there exists a material conflict of interest between the Company and the Municipality in the conduct of the defence of such claim (in which case the Company shall not have the right to control the defence or settlement of such claim, of behalf of the Municipality); or

ii) the Company shall not have retained counsel to the assume the defence in a reasonable amount of time after the notice of the commencement of an action, in which case the fees and expenses of the Municipality's counsel shall be paid by the Company.

14.03 The Municipality shall at all times save, defend, keep harmless and fully indemnify the Company and its directors, officers, agents and affiliates and their successors and assigns against any and all losses, costs, charges, damages, expenses, claims, demands and liability whatsoever, to the extent arising out of any third party claims arising from the negligence or willful misconduct on the part of the Municipality or its employees in the performance of the Municipality's obligations under this Agreement, except to the extent such claim is caused or contributed to by the Company. This section 14.03 shall survive termination of the Agreement.

14.04 The Company shall, pursuant to Section 14.03:

(a) provide the Municipality prompt written notice of any claim which may give rise to the indemnification;

(b) co-operate with all of the Municipality's reasonable requests regarding the conduct of the defence and the settlement of the claim; and

(c) grant the Municipality control of the defence of any such claim; provided, however, that without relieving the Municipality of its obligations hereunder or impairing the Municipality's right to control the defence or settlement thereof, the Company may elect to participate through separate counsel in the defence of any such claim, but the fees and expenses of such counsel shall be at the expense of the Company, except in the event that:

i) the Company shall have reasonably concluded that there exists a material conflict of interest between the Company and the Municipality

in the conduct of the defence of such claim (in which case the Municipality shall not have the right to control the defence or settlement of such claim, of behalf of the Company); or

- ii) the Municipality shall not have retained counsel to the assume the defence in a reasonable amount of time after the notice of the commencement of an action, in which case the fees and expenses of the Company's counsel shall be paid by the Municipality.

14.05 Neither party shall be liable to the other party for any consequential, special, incidental, multiple, exemplary or punitive damages for performance or non-performance under this Agreement or for any actions undertaken in connection with or related to this Agreement. For the avoidance of doubt, nor shall either party be liable to the other party for any claim of lost profits, whether such claim of lost profits is categorized under this Agreement as indirect, direct or consequential damages or under any alternative theory of recovery.

## 15. **Insurance**

15.01 The Municipality and the Company shall, without limiting their obligations or liabilities under this Agreement, maintain at their own expense insurance policies that shall carry limits of not less than Five Million Dollars (\$5,000,000.00) each for:

- i) Workers' Compensation as prescribed by law;
- ii) Automobile Liability;
- iii) Commercial General Liability, including sudden & accidental pollution coverage; and
- iv) Errors and omissions insurance.

15.02 The Municipality shall name the Company as an additional insured under its Commercial General Liability insurance policy only with respect to the operations performed by the Municipality. In return, the Company will add the Municipality as additional insured under its Commercial General Liability insurance policy with respect to the operations performed by the Company.

## 16. **Removal of Poles and Liability for Interruption**

16.01 The Company reserves to itself the right to maintain the Poles and to operate its equipment thereon in such manner as will best enable it to fulfill its own core service requirements. The Company shall be under no obligation keep any Poles in service or replace same if the Pole becomes surplus to the Company's requirements. Where the Company wishes to remove a Pole located within the Municipality's right-of-way, the Municipality shall have the option to require the pole to remain, subject to the Municipality assuming all risk and responsibility for such pole. If the Municipality exercises this option, ownership of and responsibility for the Pole shall be transferred to the Municipality upon the

removal of the Company's infrastructure from the Pole by the Company, and the Municipality shall assume any costs in connection with the transfer of such Pole and with providing electricity to any infrastructure on such Pole.

16.02 The Company shall not be liable for any damages suffered by the Municipality or any other party due to interruption in electrical service arising from any cause whatsoever, unless caused by the willful misconduct of the Company.

## 17. Other Clauses

17.01 The Municipality shall pay to the Company a fee (in accordance with Schedule "B") for Make Ready Work required to accommodate the Municipality's placement of its Streetlights on any particular Pole. The Make Ready Work shall be carried out by Company personnel, unless otherwise determined by the Company. Nothing on this section shall serve to obligate the Company to do any of the foregoing actions.

17.02 The Municipality shall be responsible for any and all costs associated with its affixation of the Streetlights to Poles, whether such installation, upgrade, removal or any other Work is made by the Municipality's personnel or otherwise.

17.03 The Municipality acknowledges that the Company has granted, or may grant in the future, permission to other Attachers to use the Poles. The Company may authorize other entities, including Attachers, to install their infrastructure on Poles, provided that such other infrastructure does not interfere with the ability of the Municipality to maintain or operate existing Streetlights. If the Company has granted permission to an Attacher to use a Pole prior to the Municipality attaching a Streetlight to such Pole, nothing herein contained shall be construed as affecting such permission.

17.04 Where relocation or replacement of Streetlights is made necessary by the actions of a third party, the Municipality shall recover its own costs relating to such relocation or replacement from such third party directly.

17.05 The Municipality agrees to pay to the Company the unmetered service rate and any other tariffs, as approved by the UARB from time to time (the "**Unmetered Service Rate**"), for each Streetlight (including Unauthorized Streetlights) operating on a Pole as of the date of installation.

17.06 Except as expressly provided for in this Agreement, the duties and obligations imposed by the Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

## 18. Unauthorized Streetlights

18.01 If at any time during the Term a Streetlight is attached without Notification to the Company, where the Company determines, in its discretion, to be feasible to do so, the Municipality may submit a Notification to reflect the Streetlight attachment to the Pole and where the revised or new Notification is approved by the Company, the said Streetlight becomes authorized and can remain on the Pole

subject to the terms and conditions of this Agreement. If the Company determines that it is not feasible or otherwise rejects the late Notification, the Municipality shall remove the said Unauthorized Streetlight as requested by the Company, failing which the Company shall have the right to remove any and all Unauthorized Streetlight forthwith and to charge the Municipality for all costs incurred by the Company as a result of the removal of such Unauthorized Streetlight.

18.02 Effective from the date hereof at the Company's discretion, the Municipality shall pay to the Company the average of the annual Unmetered Service Rate for all Unauthorized Streetlights from the date upon which the Unauthorized Streetlights were placed on the Poles. Only if that date is not known by the Municipality and is not able to be verified by the Company, acting reasonably, the Municipality shall pay retroactively the average Electricity Cost for the Unauthorized Streetlight (s) for a period equal to the lesser of (i) the immediately preceding three (3) year period; or (ii) the duration of time since the effective date of this Agreement. The parties agree that the average Unmetered Service Rate provided for Unauthorized Streetlights shall be deemed to be fair and just in the circumstances and shall be treated as liquidated damages and not as a penalty.

18.03 The Company agrees that in the event that the Municipality is able to demonstrate to the Company's satisfaction, acting reasonably, that the Municipality has been charged incorrectly for Unauthorized Streetlights pursuant to Section 18.02, that the Company will make the necessary adjustments to the Municipality's account.

19. **Payment**

19.01 Any amounts charged to the Municipality by the Company under this Agreement shall be paid by the Municipality to the Company in accordance with the provisions set out in Schedule "B".

20. **Termination and Suspension**

20.01 When the Company deems an Emergency to exist, it may suspend the Municipality's use of any Pole immediately and without notice to the Municipality and in such situations, the Company may remove or Transfer Streetlights from Poles.

21.02 If the Company or Municipality:

- i) assigns this Agreement other than in accordance with section 21.01;
- ii) should be adjudged bankrupt or make a general assignment for the benefit of its creditors; or
- iii) should have a trustee in bankruptcy appointed to manage their affairs; or

- iv) should go into liquidation on account of insolvency; or
- v) should violate any provision of this Agreement without curing such violation within ninety (90) days of receipt of notice from the other party;

the other party may terminate this Agreement immediately and without notice and the terminating party shall not be liable for any resulting loss to the other party.

21. **Assignment**

21.01 This Agreement and any rights granted pursuant to it shall not be sold, transferred, assigned, mortgaged, pledged or charged by either party without the written consent of the other party, which consent shall not be unreasonably withheld.

21.02 The Municipality shall not be permitted to sublet any space on the Streetlights for any purpose including but not limited to the placement of antennae on the tops of Streetlights, except for the purpose of monitoring and/or controlling the Streetlights.

22. **Force Majeure**

22.01 Save and 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, civil commotion, strikes, lockouts and other labour disputes, fires, floods, sabotage, earthquakes, storms, epidemics, and an inability due to causes beyond the reasonable 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, as to 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 time possible.

23. **Waiver**

23.01 Failure by either party at any time or from time to time to enforce or require the strict keeping and performance of any of the terms or conditions of the Agreement shall not constitute a waiver of nor affect or impair such terms or conditions in any way, or the right of that party at any time to avail itself of any remedies it may have for any breach or breaches by the other party of such terms or conditions.

24. **Notice**

24.01 All notices to be given to either Party under this Agreement shall be written and addressed to the Company and to the Service Provider at the following addresses:

(a) **to the Company:**

Nova Scotia Power Incorporated  
Attention: Contract Manager, Customer Operations  
PO Box 910  
Halifax, NS B3J 2W5  
Facsimile: (902) 428-6171

(b) **to the Municipality:**

Halifax Regional Municipality  
Attention: Director, Transportation and Public Works  
PO Box 1749  
Halifax NS B3J 3A5  
Facsimile: (902) 490-6904

24.02 All notices may be sent by facsimile, a nationally recognized overnight courier service, registered mail or hand delivered. Notice shall be given when received by the addressee on a Business Day. In the absence of proof of the actual receipt date, the following presumptions will apply:

- (a) Notices sent by facsimile shall be presumed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five p.m. (local time for the recipient) on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day.
- (b) Notice by overnight courier shall be presumed to have been received on the next Business Day after it was sent.
- (c) Notice by registered class mail shall be presumed delivered five (5) Business Days after mailing.

25. **Entire Agreement**

25.01 This Agreement supersedes any other Agreement which previously existed between the parties relating to attaching the Municipality's Streetlights to Poles within Nova Scotia.

25.02 This Agreement embodies the entire Agreement between the parties with regard to the matters dealt with herein and no other Agreements, written or oral, respecting the subject-matter of this Agreement shall be deemed to exist or bind either party.

26. **Legal Relationship**

26.01 The parties acknowledge and agree that each is an independent contractor and neither party shall be considered to be the agent, representative, employer or employee or the other party for any purpose whatsoever and that neither party has any authority to enter into any contract, assume any obligation or give any warranties or representations on behalf of the other party. Nothing in this Agreement shall be construed to create a relationship of partners, joint ventures, fiduciaries, or any other similar relationship between the parties.

27. **Dispute Resolution**

27.01 In the event of a dispute in connection with this Agreement, a senior officer of the Municipality and a senior officer of the Company shall promptly meet to discuss and resolve the dispute and the parties shall have thirty (30) days to resolve the dispute (or ten (10) days if either party notifies the other party that the matter requires urgent resolution). The negotiations of the parties under this section 27.01 will be without prejudice in any subsequent proceedings regarding the dispute. This section shall not limit either party's right to apply to a court of competent jurisdiction for interim relief necessary to preserve that party's rights.

27.02 This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein, and the parties hereby attorn to the exclusive jurisdiction of the Courts of the Province of Nova Scotia (except where the Nova Scotia Utility and Review Board has jurisdiction over the subject matter) for any disputes arising from this Agreement that cannot be resolved in accordance with s. 27.01.

27.03 Notwithstanding any other provision of this Agreement, the parties may agree at any time to refer to mediation or arbitration any difference and/or dispute arising out of or in connection with this Agreement.

27.04 Unless otherwise requested by the Company, there shall be no stoppage in the provision of any services during the dispute resolution process.

28. **Binding on Successors**

28.01 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

29. **Time is of the Essence**

29.01 Time shall be of the essence for the purpose of this Agreement.

IN WITNESS WHEREOF the Company and the Municipality have caused this Agreement to be executed on the day and year first written above, as attested by the signatures of their duly authorized officers.

**NOVA SCOTIA POWER INCORPORATED**

Per:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name:

Title:

I have authority to bind the Company

**HALIFAX REGIONAL MUNICIPALITY**

Per:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name:

Title:

Per:

\_\_\_\_\_  
Witness

\_\_\_\_\_  
Name:

Title:

We have authority to bind the Municipality



**Schedule "A"**

**Electrical Inspection Bulletin 2012-02 +A**

See attached.

# **ELECTRICAL BULLETIN**

## **2012-02**

From: David MacLeod, C.E.I., P.Eng.  
Provincial Chief Electrical Inspector

Date: March 16, 2012

Pg 1 of 5 + Attachment

Subject: Requirements for street or roadway lighting owned and/or operated by an Electrical Utility or Municipality

### **1. Introduction:**

The installation of luminaires used for street or roadway lighting that are owned and/or operated by an electrical utility or municipality fall within the scope of the CSA C22.1 Canadian Electrical Code Part 1 (CEC).

### **2. Scope:**

This bulletin covers the requirements for the replacement or conversion of existing luminaires of a street or roadway lighting system or any new installation of a street or roadway lighting system operating at a nominal system voltage of 347 V or less and installed on or after the date of issuance of this bulletin that are owned and/or operated by an electrical utility or municipality.

### **3. Application of Bulletin:**

This bulletin is based on installations being designed and installed in accordance with recognized national standards such as CSA C22.3 No. 1 Overhead Systems, CSA C22.3 No. 7 Underground Systems, the applicable requirements for lighting systems as outlined in section 30 of the CEC and as indicated in this bulletin.

#### 4. Definitions:

Approved- equipment that has been certified by a certification organization accredited by the Standards Council of Canada in accordance with the requirements of the appropriate CSA standard.

CEC - CSA C22.1 Canadian Electrical Code, Part 1 - 2009 or the most recent adopted version.

Municipality -for the purpose of this bulletin means a town, village, county, district or a regional municipality.

Street or roadway lighting system- is a luminaire or system of luminaires mounted on a pole or support structure that is owned and/or operated by an electrical utility or municipality to provide illumination on any street or roadway and any associated appurtenances.

#### 5. General Requirements:

All street or roadway lighting systems, unless otherwise noted, shall:

1. use approved luminaires
2. use approved retrofit or conversion kits where applicable
3. be bonded and grounded in accordance with section 10-500 & 30-1030 requirements of the CEC ( see notes 6 & 7 )
4. be provided with an in- line fuse for each luminaire or be fed from a service entrance with over current protection for the street or roadway lighting system ( see Section 6 and notes 1 & 2 )
5. be performed under an electrical permit and inspected ( see notes 3 , 4 & 10 )
6. have any existing deficiencies or electrical hazards associated with the street or roadway lighting system corrected at the time of the replacement or conversion of the existing luminaire
7. have a completed conformance report submitted to the electrical inspection department

The Provincial Chief Electrical Inspector may request documentation at any time to substantiate any of the above requirements.

**The requirements indicated above apply to all future maintenance work on any street or roadway lighting system.**

**6. Exemption:**

The requirement for an in-line fuse for each luminaire or a service entrance with over current protection to feed the street or roadway lighting system, per section 5(4) above, **is not required** for an **overhead fed** street or roadway lighting system mounted on a power pole that is properly bonded and grounded in accordance with the requirements indicated in this bulletin. ( see notes 6,7,8& 9 )

**7. Inspections:**

Inspections of any installation shall be in accordance with the requirements as determined by the Provincial Chief Electrical Inspector and carried out by the electrical inspection department.

**8. Existing Installations:**

Street or roadway lighting systems installed prior to this bulletin may stay "as is" however when any maintenance work is performed, any existing deficiencies or electrical hazards shall be corrected, in particular grounding, bonding or fusing requirements where appropriate.

**9. Continued Maintenance:**

An electric utility or municipality is responsible to maintain compliance with the CEC for all street or roadway lighting systems under their ownership and to ensure safety to the general public and to the workers responsible who work on the systems.

The Provincial Chief Electrical Inspector may order any street or roadway lighting system that is considered unsafe to have any hazards corrected.

**10. Application of CEC to other lighting systems:**

Other similar lighting systems not specifically mentioned in the scope of this bulletin that are owned and/or operated by an electric utility or municipality shall also be required to comply with the appropriate requirements of the CEC and be properly maintained to ensure those lighting systems are kept safe .

**Notes:**

1. Where a service entrance for the street or roadway lighting system per 30-1002 of the CEC has been provided ,which may consist of a dedicated feed for the street or roadway lighting system and provided with over current protection that complies with 30-104 or 30-1010 of the CEC, an in-line fuse for that portion of the street or roadway lighting is not required.

2. All street or roadway lighting systems that are fed from an under ground service shall have an accessible in-line fuse installed at the base of each pole that complies with the requirements 30-1008 of the CEC ~~or~~ be provided with a service entrance as indicated in note 1.
3. Conformity reports shall indicate the locations of the new luminaire upgrades as accurately as possible.
4. Street or roadway lighting conformance reports shall be completed, signed and submitted to the electrical inspection department in order to receive a final inspection.
5. All street or roadway lighting systems shall be installed in a manner to ensure safety to the workers who maintain the system and to the general public with regard to potential step and touch voltages near ground level.
6. Bonding conductor requirements and method of installation for overhead fed street or roadway lighting systems attached to a utility owned power pole may be different than those of the CEC and the utility must be consulted prior to starting any work to determine those requirements.
7. Bonding of roadway and street lighting systems for overhead fed systems is typically achieved by connection to the grounded system neutral or to a down ground conductor at the pole if present and are considered the acceptable methods of bonding for the application of this bulletin.
8. Any street or roadway lighting system mounted on a privately owned structure shall be provided with an in-line fuse.
9. The type of power poles included for the exemption in section 6 are wood, metal, concrete and fibreglass.
10. The contractor should apply for a safe clearance report from the utility prior to starting any overhead street or roadway lighting system installations.

\*The Provincial Chief Electrical Inspector may amend, revise or delete any of the above requirements at any time in the future.

\*\*Any questions or request for clarification regarding this bulletin may be forwarded to the Provincial Chief Electrical Inspector David MacLeod, P.Eng. at 902-424-8018 or email: [macleodd@gov.ns.ca](mailto:macleodd@gov.ns.ca)

\*\*\* For other Electrical Bulletins from the Provincial Chief Electrical Inspector visit : <http://www.gov.ns.ca/lae/electricalsafety/electricalbulletins.asp>

\*\*\*\* See attached Street or Roadway Lighting Conformance Report ( 1 page ) which is required to be completed and submitted in accordance with this bulletin.

STREET OR ROADWAY LIGHTING CONFORMANCE REPORT		
Date:		
Contractor:		
Permit Number:		
Municipality or Utility owned:		
Area description:		
Fixture Type (Model no.)	Quantity	
Retrofit or Conversion Kit (Model No.)	Quantity	
CEC Requirements		Yes/No - Not Applicable (N/A)
2-022	Existing hazards corrected	
2-024	Luminaires are approved	
2-132	All wiring is free of shorts and grounds	
10-500	System is effectively grounded	
30-1002	Service entrance installed as specified by bulletin	
30-1006 (3 & 4)	Conductors and grounding conductors within 2.5m of access by the public provided with mechanical protection	
30-1008	In-line fusing is installed as specified by Bulletin for U/G fed systems	
30-1030	All non-current carrying metal parts are properly grounded and bonded	
****	The undersigned hereby declares that the above CEC requirements have been reviewed and implemented and the installation is acceptable to be permanently energized	
Electrical Contractor (Print)		
Electrical Contractor (Signature)		

## Schedule "B"

### Company Service Fees

#### 1. Payment

- 1.1. The Municipality shall be responsible for all costs associated with services performed by the Company pursuant to this Agreement and for payment to the Company as expressly set out below.
- 1.2. The Company will provide the Municipality with an invoice for any services performed by the Company pursuant to Section 4.01.
- 1.3. Any charges for proposed Make Ready Work to be performed by the Company pursuant to Section 17.01, will be first estimated (the "Estimate") by the Company and the Estimate shall be delivered by the Company to the Municipality. If the Municipality is in agreement with the Estimate the Municipality shall deliver to the Company a purchase order for the amount of the Estimate. The Company, upon receipt of the purchase order, will proceed with the Make Ready Work within a reasonable amount of time and shall invoice the Municipality for the actual cost of the Make Ready Work. The Municipality agrees and acknowledges that the Estimate is merely an estimate and that the actual cost of performing the Make Ready Work shall be reflected on the invoice.
- 1.4. Services for Make Ready Work will be invoiced to the Municipality at the time such Services for Make Ready Work are rendered by the Company. All other services will be invoiced to the Municipality by the Company on a monthly basis based services performed in that month. A detailed report of the services performed will be provided to the Municipality prior to receipt of the invoice.
- 1.5. Costs incurred due to services undertaken by the Municipality or Make Ready Work undertaken by the Company to address defects will be the responsibility of the Municipality.
- 1.6. The Municipality shall make payment of all invoices issued by the Company within thirty (30) days of the date of such billing.
- 1.7. Other than the Unmetered Service Rate, all payments by the Municipality in arrears will be charged interest at an annual rate equal to the Bank of Nova Scotia prime rate plus 3%.
- 1.8. The rates identified in section 2 below shall be reviewed on an annual basis by the Company. If said costs no longer reflect actual cost to conduct the services, said rates will be adjusted accordingly upon thirty (30) days' prior written notice to the Municipality (and subject to authority that the Utility and Review Board has to set or adjust such rates).



## 2. Table of Rates

<b>SERVICE</b>	<b>RATE per UNIT</b>
<b>Install Light HPS</b>	\$179.50
<b>Remove Light</b>	\$89.75
<b>Transfer Light</b>	\$179.50

<b>SERVICE</b>	<b>RATE per HOUR</b>
<b>Planned 1 Man</b>	\$123.00
<b>Planned 2 Man</b>	\$246.00
<b>Call Out 1 Man</b>	\$175.00
<b>Call Out 2 Man</b>	\$350.00

\*Call Out Rate will be used only during after hours work due emergency repair

## **Schedule "C"**

### **Notification Requirements**

The Municipality shall notify the Company any time it installs, modifies, replaces or removes a Streetlight. The following process outlines the requirements of the Municipality in regards to the Notification of Streetlight activity in accordance with this Agreement and to ensure accurate billing from the Company.

The Municipality shall send the Company an electronic file on a mutually agreed upon schedule, in a mutually agreed upon format (and data requirements) of their Streetlight asset data. The data shall include, without limitation, the following:

- i) GPS coordinates of a Streetlight; and
- ii) nature of any installation, removal, replacement or modification of Streetlight, including exact wattage details; and
- iii) date of any installation, removal, replacement or modification to Streetlight.

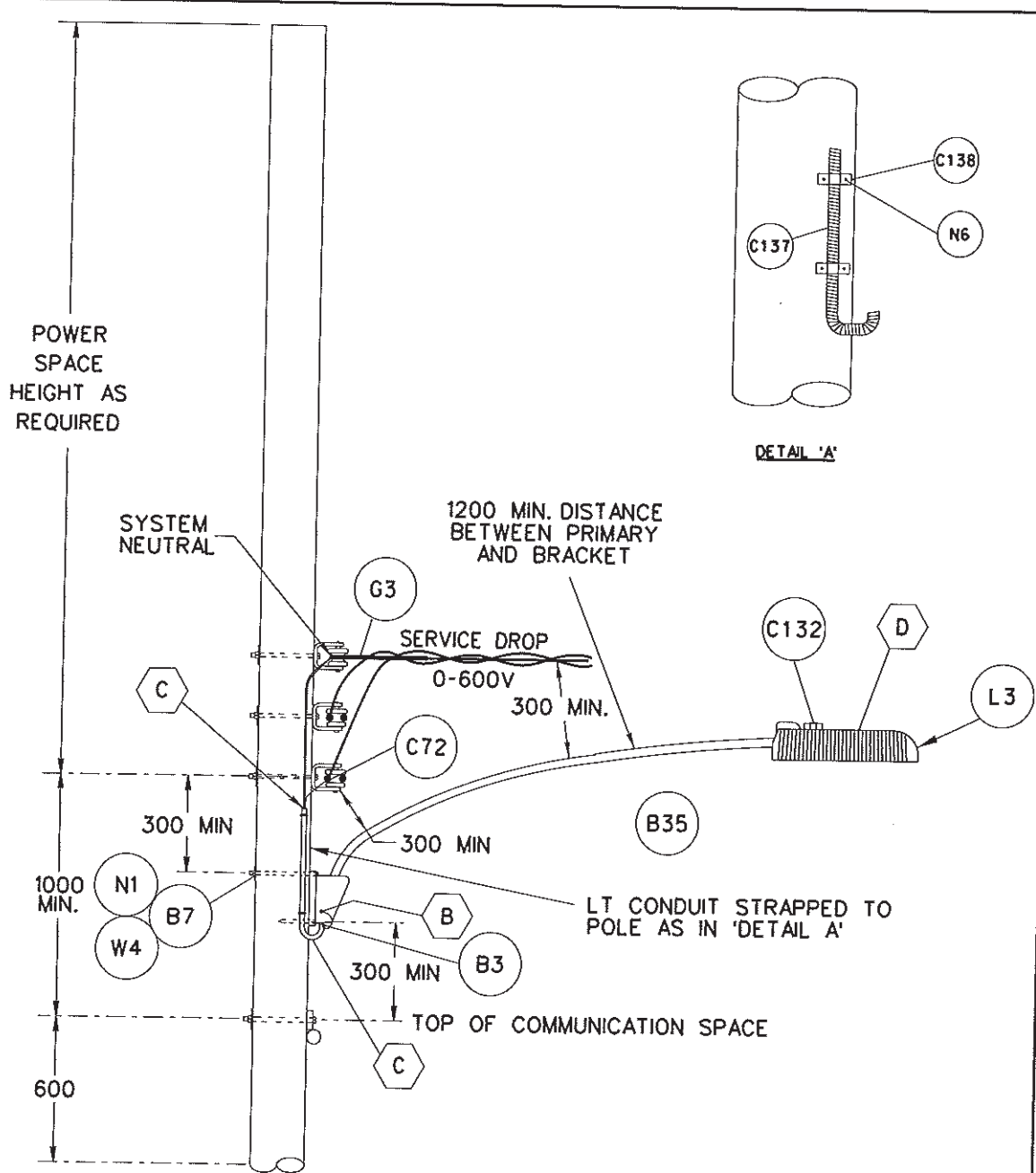
The Company will update its Asset Management System and adjust the Municipality's billing account to reflect the changes (add items, removals, modifications, transfers) that occurred since the last reporting period and prorate the billing amendments.

Changes to the Municipality's Streetlight account will be reflected on bills not later than 2 billing cycles following the municipality's notification to the Company.

The Company, upon thirty (30) days' prior written notice to the Municipality, may amend the Notification Requirements.

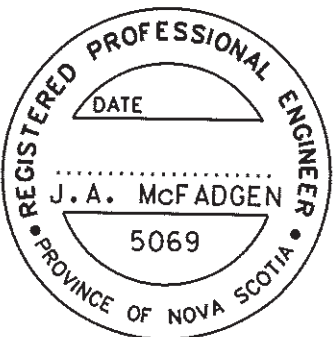
**Schedule "D"**  
**Installation Drawings**

See attached.



NOTES:

- A. FOR RECOMMENDED MOUNTING HEIGHTS SEE CHART SL-1M (L2), OR SL-2M (L3).
- B. STREET LIGHT BRACKET TO BE GROUNDED IN ACCORDANCE WITH SL-ED-27M.
- C. LIQUID-TIGHT FLEXIBLE CONDUIT TO BE INSTALLED IN BOTTOM OF STREET LIGHT BRACKET AND DUCT SEAL APPLIED TO BOTH ENDS TO PREVENT WATER FROM ENTERING CONDUIT.
- D. INSTALL L3 (LED FIXTURE) PARALLEL TO THE ROAD.
- E. THE DISTANCE BETWEEN BRACKET AND SERVICE DROP CAN BE IN ANY DIRECTION.
- F. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE SHOWN.



**DISTRIBUTION  
 OVERHEAD  
 STANDARDS**



**LED STREET LIGHT INSTALLATION  
 BETWEEN SECONDARY AND  
 COMMUNICATION ATTACHMENT**

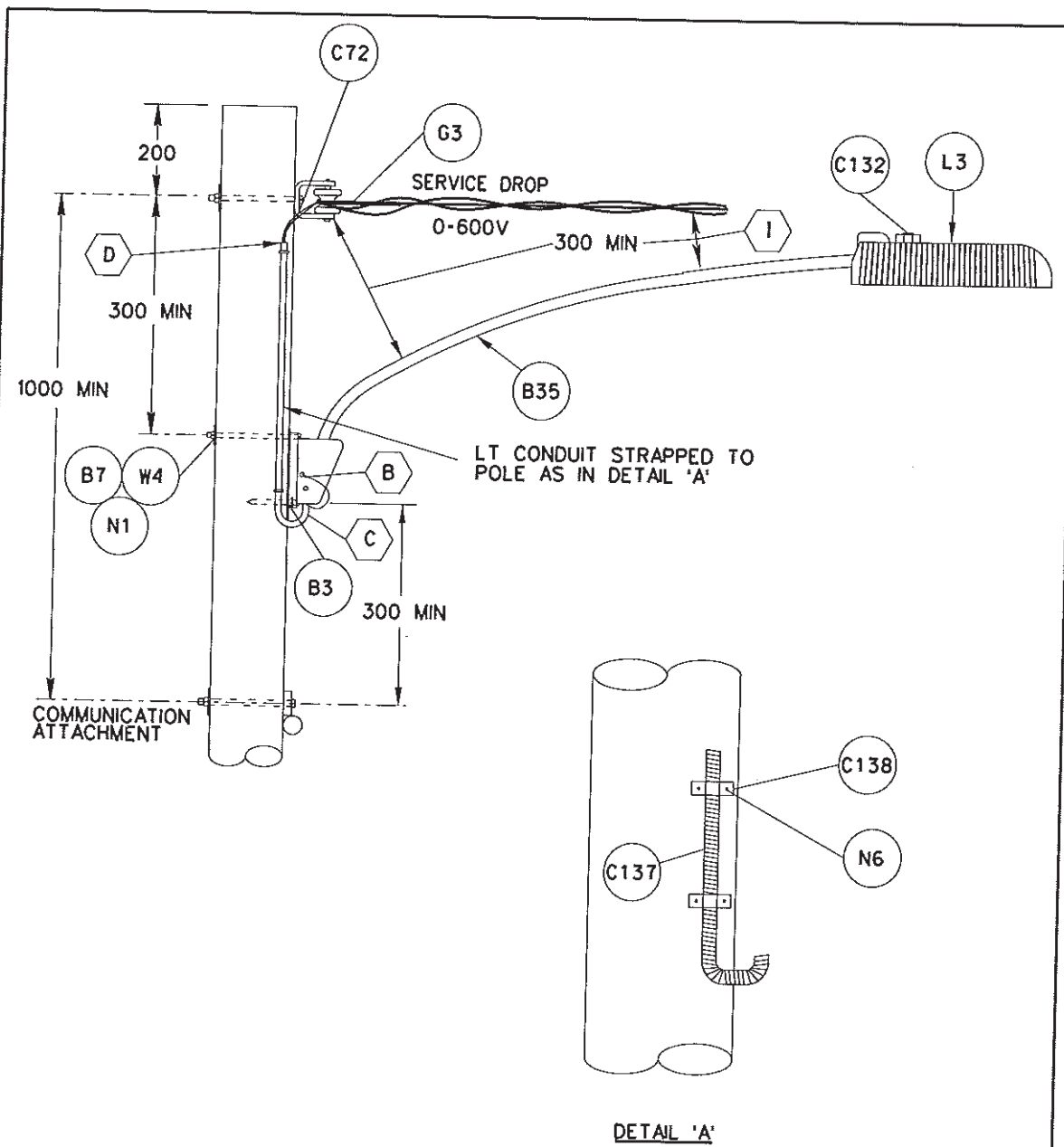
DATE: REV 2013-04-25

DRAWN: BRYAN POWELL

APPROVED:

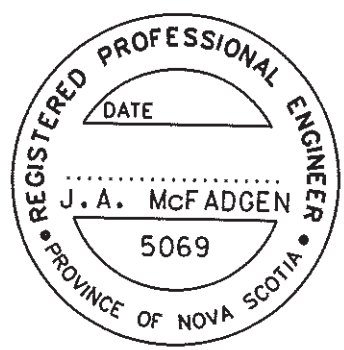
STD NO: SL-ED-11M

Sheet 1 of 1



**NOTES:**

- A. FOR RECOMMENDED MOUNTING HEIGHTS SEE CHART SL-21M.
- B. STREET LIGHT BRACKET TO BE GROUNDED IN ACCORDANCE WITH SL-ED-26M.
- C. LIQUID-TIGHT FLEXIBLE CONDUIT TO BE INSTALLED IN BOTTOM OF STREET LIGHT BRACKET AND DUCT SEAL APPLIED TO BOTH ENDS TO PREVENT WATER FROM ENTERING CONDUIT.
- D. INSTALL L3 (LED FIXTURE) PARALLEL TO THE ROAD.
- E. THE DISTANCE BETWEEN BRACKET AND SERVICE DROP CAN BE IN ANY DIRECTION.
- F. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE SHOWN.



**DISTRIBUTION  
OVERHEAD  
STANDARDS**



**LED STREET LIGHT MOUNTED ON  
SECONDARY SERVICE POLE**

DATE: REV 2013-04-29

DRAWN: BRYAN POWELL

APPROVED:

STD NO: SL-ED-22M

Sheet 1 of 1

**Schedule "E"**

**NSPI Electrical Inspection Bulletin – Rule 30-1000**

See attached.

## ELECTRICAL INSPECTION BULLETIN

(Effective 2012-10-01)

Rule 30-1000

Installation and Inspection  
Requirements for Street and  
Roadway Lighting Systems

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### Scope

This document covers the installation and inspection requirements for Street and Roadway Lighting Systems that are installed and maintained within the jurisdiction of the Nova Scotia Power Incorporated (NSPI) inspection department as regulated by the *Electrical Installation and Inspection Act*.

### References

For additional information on the installation and maintenance requirements of Street and Roadway Lighting systems reference Department of Labour and Advanced Education (DOLAE) Bulletin 2012-02. <http://www.gov.ns.ca/lae/electricalsafety/electricalbulletins.asp>

### Definitions

#### Street or Roadway Lighting System

A luminaire or system of luminaires mounted on a pole or support structure that is owned and/or operated by an electrical utility or municipality to provide illumination on any street or roadway and any associated appurtenances.

#### Municipality

For the purpose of this bulletin, municipality means: a town, village, county, district or a regional municipality.

#### Support Bracket

For reference in this document a support bracket shall include the metal arm and base plate connecting between the utility pole and the luminaire head. It shall be assumed this includes all mounting hardware. (May also be referenced as a davit arm)

#### Mass Deployment

Where a permit is obtained for a specific area, the luminaires are being replaced in sequential order, and the number of luminaires is a set value.

#### Spot Replacement

Where a permit is obtained for no specific area, the luminaires are being replaced in random order, and the number of luminaires is an estimated value.

#### Approved Equipment

(a) Equipment that has been certified by a certification organization accredited by the Standards Council of Canada in accordance with the requirements of

(i) CSA standards; or

(ii) Other recognized documents, where such CSA standards do not exist or are not applicable; or

---

(b) Equipment that conforms to the requirements of the regulatory authority.

## Section A – General Installation Procedures

- 1) Maintenance, repair, or replacement of the Street or Roadway Lighting system shall be performed by personnel approved by meeting the requirements of the Department of Labour and Advanced Education Occupational Health and Safety Department.
- 2) A municipality, upon acquisition of utility assets, shall upgrade, repair, or replace luminaires and associated wiring and hardware as necessary to meet the minimum requirements of this document within a timeframe agreed upon between the utility and municipality.
- 3) All work shall be performed under a wiring permit and shall be subject to inspection.
- 4) Permits shall be valid for a period of one (1) year.
- 5) A minimum percentage of all street lighting installations shall be subject to inspections. The criteria for the applicable percentage and permit fee structure shall be in accordance with Section D of this document.
- 6) NSPI will inspect the installations in random sequence based on overall geographical area of the project.
- 7) Inspections shall be scheduled in a manner that will provide satisfactory sampling of the overall installation.
- 8) Conformance reports shall be completed in accordance with Section C of this document
- 9) Installations found not in conformance may be subject to additional inspections over and above the criteria set forth in Section D.

## Section B – Installation Requirements

The installation shall meet the minimum requirements of Section B of this document and shall be inspected thereto. These include:

- 1) Incorporate an approved luminaire or use an approved retrofit or conversion kit where applicable.
- 2) Be bonded and grounded in accordance with the manufacturer's instructions and shall meet the minimum requirements of sections 10-500 & 30-1030 of the CEC.
- 3) Be provided with an in-line fuse for each luminaire or be fed from a service entrance with over-current protection for the street or roadway lighting system. (See - Note 1)



- 4) Conductors shall be UV rated where exposed to direct sunlight between the davit arm and termination point. (See note 4)
- 5) Have any existing deficiencies or electrical hazards associated with the Street or Roadway Lighting system corrected at the time of the replacement, retrofit or conversion of the existing luminaire. (See – Notes 4,5,6)
- 6) Liquid tight flex must be installed between the support bracket (also known as davit arm) and the secondary conductor termination location. The liquid tight flex must terminate as close as possible to the lower portion of the support bracket in such a manner to prevent the line and neutral conductors feeding the fixture from being exposed to communication utility personnel working in the communication zone. The flex shall be sealed on each end using a suitable compound. Electrical tape is not permitted.
- 7) Approved straps shall be used to secure the flex to the pole.
- 8) The installation contractor shall ensure the street light support bracket base plate is adequately fastened to the supporting structure and all fastening hardware is installed.
- 9) The luminaire support bracket shall be grounded in one of two ways:
  - a) By connection of the davit bonding conductor to the system down ground if present, or,
  - b) By connection of the davit bonding conductor to the system neutral
- 10) The support bracket bonding conductor shall be a minimum of #6 AWG copper
- 11) If the support bracket does not have a lug for attachment of the bonding conductor, a 5/16 hole shall be drilled in the bottom of the davit arm base plate and an appropriate lug attached.
- 12) Where a system down, and / or, a metallic cable guard exists on the same pole as the roadway lighting system, the installation contractor shall complete a visual inspection with particular emphasis on the following:
  - a) The down ground conductor is still intact and in good repair, and,
  - b) The down ground conductor is securely connected to the grounding electrode (rod or plate), and,
  - c) The down ground non-metallic cover-up (molding) is intact and in good repair for its entire length of the down ground conductor, and,
  - d) Metallic cable guards are bonded to the system down ground conductor
  - e) (See Note 5)

## Section C - Conformance Reporting

- 1) A conformance report must be filled out confirming the entire installation has been reviewed and is in conformity with all applicable CEC, DOLAE, and NSPI requirements.
- 2) Conformance reporting templates shall be in accordance with DOLAE Bulletin 2012-02. Use of an alternate template shall be approved by the inspection department prior to use.
- 3) Conformance reports are to be completed by those responsible for the installation and shall be provided to the inspection department for review prior to final acceptance of an installation.
- 4) Where an installation is found not to be in conformance, and the required repairs cannot be completed at the time of the installation, it shall be listed on the report what portions are not in conformance and what is required to bring the installation to an acceptable state.
- 5) Street or Roadway Lighting Systems found to be in a non-conformance state , which cannot be repaired immediately, shall be remedied within 45 days of the conformance report.
- 6) A new conformance report shall be completed upon completion of the repairs mentioned in #4.
- 7) Conformance reports may be submitted in the following manner:
  - a) Fax to 428-6102
  - b) Email to: [ledconformancereports@nspower.ca](mailto:ledconformancereports@nspower.ca)
  - c) Mailed to: Attn: Inspection Department, PO. Box 910, Lower Water St., Halifax N.S., B3J 2W5

## Section D - Permits and Inspections

A permit shall be obtained from the inspection department prior to commencing work on any new or existing installation.

Permits and Inspections shall be grouped into two separate categories based on volume. These categories shall be defined as Mass Deployment and Spot Replacement.

Where maintenance work is performed on the Street or Roadway Lighting system, the asset owner shall keep a record of such work and shall incorporate the information as part of the information provided to the inspection department as outlined in Option 2 (5).

Permits shall not be required where the maintenance only requires the replacement of a lamp.

- **Option 1 - Mass Deployment**

- 1) A minimum of 5% or the next whole value of all Street and Roadway Lighting installations shall be subject to inspections.
- 2) Permits shall be finalized when 5% of the original permit installation quantity has been inspected, or additional charges shall be added based on the applicable hourly fee.
- 3) Contractors shall notify NSPI when approximately 25% of an installation has been completed, and shall provide updates to NSPI on 25% intervals until project completion.
- 4) It shall be the permit holder's responsibility to provide a list of areas in which the fixtures have been installed at the time of scheduling an inspection.
- 5) Inspections shall commence within 15 days of notification from the electrical contractor. All inspections shall be completed within 15 days of a final inspection request from an electrical contractor.
- 6) Should a contractor fail to provide adequate notification, of the progress of an installation as outlined in item (3) above, and only requests a final inspection, the inspection process shall commence within 15 days of such a request and shall be completed within 45 days thereafter.

- **Option 2 - Spot Replacement**

- 1) A minimum of 5% or the next whole value, of all Street and Roadway Lighting installations shall be subject to inspections each month.
- 2) Inspections shall be based on 5% of the total estimated quantity of luminaires being replaced for the duration of the permit divided by 12 months.
- 3) Permits shall be finalized when 5% of the original permit installation quantity has been inspected, or additional charges shall be added based on the applicable hourly fee.
- 4) Inspections will be prescheduled every thirty days throughout the duration of the permit, commencing 30 days after the permit has been issued.
- 5) It shall be the permit holder's responsibility to provide a list of areas in which the luminaires have been installed a minimum of 10 days prior to the pre-agreed inspection dates.

## Notes

- (1) The requirement for an in-line fuse for each luminaire **is not required** for an **overhead fed** street or roadway lighting system mounted on a power pole that is properly bonded and grounded in accordance with the requirements indicated in this bulletin.
- (2) All street or roadway lighting systems that are fed from an **underground service** shall have an accessible in-line fuse installed at the base of each pole that complies with the requirements 30-1008.
- (3) Any street or roadway lighting system mounted on a privately owned structure shall be provided with an in-line fuse.
- (4) If conductors are required to be replaced due to the integrity of existing conditions they shall be replaced with conductors having a UV rating in accordance with Rule 2-132 where exposed to sunlight.
- (5) The integrity of the system down ground conductors, non-metallic down ground covering, and metallic cable guards is the responsibility of NSPI to maintain and shall not be means to fail an electrical contractor's installation. Deficiencies observed in accordance with Section B (12), shall be noted on the conformance report as outlined in Section C.
- (6) A grounding conductor shall be installed where such a conductor does not exist or does not meet the minimum requirements in accordance with Section B (9).

THIS AGREEMENT made in duplicate this            day of            , 2014.

BETWEEN:

**BELL ALIANT REGIONAL COMMUNICATIONS, LIMITED PARTNERSHIP**

(hereinafter called the “Company”)

OF THE FIRST PART

-and-

**HALIFAX REGIONAL MUNICIPALITY,**

(hereinafter called the “Municipality”)

OF THE SECOND PART

WHEREAS the Company owns, installs, operates and maintains Poles (as defined below), within certain areas of the Province of Nova Scotia;

AND WHEREAS the Municipality owns all the Streetlights (as defined below) attached to the Poles within the geographic boundaries of the Municipality;

AND WHEREAS the Company has agreed to permit the Municipality to use the Poles for the purpose of attaching Streetlights where in the Company’s judgment such use will not interfere with its own service requirements, including considerations regarding safety and any rights or privileges to use the Poles previously conferred or hereafter conferred by the Company by contract or otherwise to others who are not parties to this Agreement;

AND WHEREAS the Company has agreed to allow the Municipality to attach the Streetlights to its Poles subject to the terms and conditions contained herein;

AND WHEREAS the parties agree to deal with each other with due consideration for the safety of their respective employees, agents, servants, contractors and the public and the preservation of each other’s property and assets and the interests of their respective customers;

NOW THEREFORE, this Agreement witnesses that in consideration of the sum of one dollar (\$1.00) and other good and valuable consideration now paid to the Company by the Municipality, and of the premises and covenants contained herein to be performed, and of the payments to be made as provided hereinafter, the Parties hereto mutually agree as follows:

1. **Definitions:**

- (a) **“Area”** means the geographic boundaries of the Municipality;
- (b) **“Attacher”** means an entity, authorized by the Company, which has an attachment on a Pole, including but not limited to Nova Scotia Power Incorporated and Bragg Communications Inc.;
- (c) **“Business Day”** means any day other than a Saturday or Sunday or a statutory holiday in Nova Scotia;

- (d) **“Emergency”** means a situation in which the Company determines there is a risk of bodily injury or death to a person or an imminent risk of damage to property or the Company’s Poles or facilities;
- (e) **“Good Utility Practice”** means any of the practices, methods and acts engaged in or approved by a significant portion of the utility industry in North America (power or communications, as it relates to pole usage) during the relevant time period, or any of the practices, methods and acts which, in the exercise of reasonable judgment in light of the facts known at the time the decision was made, could have been expected to accomplish the desired result at a reasonable cost consistent with good business practices, reliability, safety and expedition. Good Utility Practice is not intended to be limited to the optimum practice, method or act to the exclusion of all others, but rather to be acceptable practices, methods, or acts generally accepted in North America;
- (f) **“Guy (Stub) Pole”** means a pole used to support a pole when a down guy and anchor cannot be directly attached;
- (g) **“Line Pole”** means any Company-owned pole, which has the Company’s main-line facilities attached to it;
- (h) **“Make-Ready Work”** means all work reasonably determined by the Company to be required to accommodate the Municipality’s Streetlight on a Pole, including but not limited to, inspections, engineering, construction, guying, pruning, clearing, trimming, scoping, Rearrangements, Transfers, removal and replacement of existing Poles, traffic control or any other changes or work;
- (i) **“Notification”** means the Municipality’s notice to the Company as described in Schedule “C” of its changes, replacements, additions and/or removals of Streetlights within the Area regardless of pole ownership;
- (j) **“Poles”** means the utility poles owned by the Company within the Area, including without limitation Service Poles, Line Poles and Guy (Stub) Poles, which support or are capable of supporting Streetlights and **“Pole”** means any one of them;
- (k) **“Rearrange” or “Rearrangement”** means the removal of a Streetlight from one position on a Pole and placing the same Streetlight or Streetlights and such incidental material as may be required in another position on the same Pole;
- (l) **“Service Pole”** means any Company-owned pole which has just a Company service-drop cable(s) on it, versus any main-line facilities;
- (m) **“Streetlight”** means a light fixture providing street and aerial lighting and includes the luminaire, the davit arm supporting the fixture and the wiring of the fixture beyond the demarcation point;

- (n) **“Transfer”** means the removal of a Streetlight from one Pole and the placement of the same Streetlight and such incidental materials as may be required to affix such Streetlight to another Pole;
- (o) **“Unauthorized Streetlight”** means a Streetlight attached after the date hereof that has been placed on a Pole, moved to another Pole or changed in any manner whatsoever without a Notification having been received from the Municipality; and
- (p) **“Work”** has the meaning set out in section 4.01(a).

## 2. **Location**

2.01 This Agreement and the terms and conditions herein shall apply to all Poles within the Area.

## 3. **Term**

3.01 The term of this Agreement shall commence on the day and year first written above for a period of twenty (20) years, and shall automatically renew for additional twenty (20) year terms thereafter unless sooner terminated as provided for herein, or unless one (1) years prior written notice of non-renewal is provided by one party to the other before the expiration of the current term or renewal term, as applicable (the **“Term”**). The parties agree that after the end of the initial twenty (20) year term that they will negotiate in good faith any amendments to this Agreement reasonably requested by the other party.

3.02 The parties agree that the Municipality shall have the right to place its Streetlights on all Poles within the Area, subject to the Notification terms set out in Schedule “C”.

## 4. **Installation and Operation of Streetlights**

4.01 During the Term of this Agreement, the Municipality covenants and agrees that it shall, at its sole cost and expense:

- (a) subject to Sections 4.01 (d) and (e), be responsible to install, replace, upgrade, maintain, Rearrange, repair, remove or Transfer the Streetlights or perform any other work (collectively the **“Work”**) related to the Streetlights;
- (b) comply with the Notification terms set out in Schedule “C” in its performance of Work;
- (c) attach Streetlights to Poles:
  - i. in such a way so as not to interfere with the lines, works, attachments or equipment of the Company or of Attachers;

- ii. in accordance with the requirements of the Agreement, including, without limitation, the NS Labour and Advanced Education Electrical Bulletin 2012-02 (attached hereto as Schedule "A"), and NSPI Electrical Inspection Bulletin – Rule 30-1000 (attached hereto as Schedule "E");
  - iii. in accordance with the requirements of the installation drawings attached hereto as Schedule "D" whenever attaching Streetlights to Poles where Streetlights did not previously exist;
  - iv. in accordance with the requirements of the installation drawings attached hereto as Schedule "D" (when possible) whenever replacing or converting an existing Streetlight to a Pole where the existing Streetlight is located above the secondary power line or is below any existing telecommunications cable and if compliance with Schedule "D" is not possible, the Company, acting reasonably, shall determine the appropriate placement of the Streetlight on the Pole.
  - v. if the Municipality is unable to adhere to the requirements set out in 4.01(c)(iii) and (iv) above, the Municipality shall have the right to request, subject to Company's agreement, that the Company perform the Make-Ready Work in accordance with the terms set out in Section 17.01 and 19.01.
- (d) in the event of an Emergency, pay for all costs related to any Work reasonably required to be performed by the Company, in accordance with the payment terms set out in Schedule "B";
- (e) perform, within twenty (20) Business Days of written notice, any Work reasonably required by the Company or an Attacher in connection with: i) planned or reactive activities or maintenance on the Company's or an Attacher's infrastructure on a Pole; ii) replacement of a Pole; or iii) due to interference with the Company's or an Attacher's attachments on a Pole. If the Municipality does not perform the required Work within the above noted twenty (20) Business Days and no extension of the time to complete the Work is granted in writing by the Company or where it is not practicable for the Company to give twenty (20) Business Days' notice (or some lesser amount of notice), the Company shall be at liberty to complete the required Work and the Municipality shall pay the Company all reasonable expenses incurred by it in performing said Work and the Company shall not be responsible for any resulting losses or damages incurred by the Municipality.

## 5. **License and Other Permits**

- 5.01 The Municipality shall secure and pay for all licenses and permits which it may require to comply fully with all laws, ordinances, by-laws and regulations relating to Streetlights on Poles, and upon request shall provide the Company with copies thereof.



6. **Supervision and Employees**

- 6.01 The Municipality shall employ, and shall ensure that its contractors, subcontractors and independent contractors employ, only such persons with the requisite skill, care, diligence and experience in their various trades to do any installation, Rearrangement, Transfer, repair, replacement or any other matter related to the Streetlights.
- 6.02 Each Party shall be fully responsible for the acts and omissions of its contractors, subcontractors and independent contractors and of persons directly or indirectly employed by them, as well as for the acts and omissions of persons directly employed by such Party.

7. **Materials and Guarantee**

- 7.01 All Streetlights and materials used to affix the Streetlights to Poles shall be of industry standard quality and shall comply with such industry standards as amended from time to time.
- 7.02 The Streetlight materials used must comply with CAN/CSA C83 Utility Hardware or if not covered in this standard, then they must be included in another CSA Material Standard or Standards for hardware as published by the American National Standards Institute (ANSI) or the American Society for the testing of Materials (ASTM).
- 7.03 The Municipality shall use reasonable efforts to ensure that all Streetlights attached to the Poles are free from defects and will satisfactorily perform the purpose for which they are intended.
- 7.04 The Municipality shall maintain the Streetlights and the Company shall maintain the Poles in a reasonable and safe condition.

8. **Safety**

- 8.01 The Municipality shall be responsible for taking all reasonable safety precautions during its performance of the Work. During its performance of the Work, the Municipality shall take reasonable measures to protect from damage all Poles, Company property, and the property of Attachers or other persons or parties on or in the vicinity of the Pole (see Section 12.01).
- 8.02 During its performance of the Work, the Municipality shall at all times keep the areas around the Pole free from the accumulation of waste materials and debris, and on completion of the Work, the Municipality shall promptly clear away and dispose of all surplus materials and rubbish and shall leave the Pole and the area around it clean and tidy, and in the event that the Municipality fails to do so within a reasonable amount of time upon so being requested by the Company, the Company will arrange for such cleanup to be carried out at the Municipality's expense.
- 8.03 The Municipality shall not do or permit anything which would create a hazard on or about any Pole. If either party to this Agreement, discovers a potential or

actual hazardous condition related to a Pole (the “**Discovering Party**”), the Discovering Party shall notify the other party of the potential safety risk and the nature of the hazard, as soon as reasonably possible.

8.04 Trimming, pruning, or removal of trees or underbrush, in the vicinity of Pole, when required for initial Streetlight affixing or ongoing operation of Municipality’s Streetlight, shall be the sole responsibility of the Municipality.

9. **Access and Priority**

9.01 The Company shall at all times have access to a Pole where a Streetlight is being or has been placed by the Municipality.

9.02 Each party shall conduct its operations on the Poles so as to avoid interference with the operations of the other party, or Attachers, on the Poles.

10. **Permission of landowners**

10.01 The granting of permission by the Company for the Municipality to place a Streetlight on a Pole located on private, provincial or federal crown property shall not be construed as meaning that authorization for such Streetlight affixing has been obtained from the landowner, and it shall be the Municipality’s sole and absolute responsibility to obtain permission for the affixation of the Streetlights from the landowner or appropriate government body, except in instances where an express grant applicable to the Streetlights exists under an easement granted by a landowner to the Company.

10.02 The Company does not guarantee that its Poles are located on property to which the Company holds an irrevocable easement, right of way or servitude or other privilege. In the event the Company is required to remove a Pole or other support structure from a property, the Municipality shall within five (5) Business Days of notification by the Company remove its Streetlight from the Pole at the Municipality’s expense.

10.03 In the event that the Company holds an irrevocable easement, right of way or servitude or other privilege to access private land that is able to be extended to the Municipality to allow the Municipality to access the land for the purposes of installing a Streetlight or undertaking the Work under this Agreement, the Company hereby extends such rights to the Municipality for that purpose. The Municipality shall at all times save, defend, keep harmless and fully indemnify the Company and its directors, officers, agents and affiliates and their successors and assigns against any and all losses, costs, charges, damages, expenses, claims, demands and liability whatsoever relating to a challenge that such irrevocable easement, right of way or servitude or other privilege was not able to be extended to the Municipality.

11. **Ownership**

11.01 All Streetlights attached by the Municipality to Poles shall remain the property of the Municipality, and it is understood and agreed that neither the existence of this

Agreement nor any permission granted hereunder by the Municipality shall confer upon the Company any vested rights of ownership in any Streetlight

11.02 All Poles and any facilities installed by the Company shall remain the property of the Company, and it is understood and agreed that neither the existence of this Agreement nor any permission granted hereunder by the Company shall confer upon the Municipality any vested rights of ownership in any Pole or Company facility.

12. **Compliance with Laws, Standards and Guidelines**

12.01 The Municipality and the Company and their respective employees, contractors and subcontractors shall comply with all federal, provincial, regional, municipal, local or Company laws, by-laws, regulations, guidelines, statutes or standards which may properly affect in any way the subject-matter of this Agreement, and, without limiting the foregoing, shall comply with all laws, ordinances, guidelines, rules and regulations, as amended from time to time, relating to the employment of labour and the occupational health and safety of employees. This will include compliance with the relevant sections of the Company's safety program as amended from time to time.

13. **Taxes**

13.01 The Municipality shall pay all contributions, taxes and premiums payable to any taxing authority or under federal, provincial, regional, municipal or local law or by-law and levied by reason of this Agreement, and all taxes for which the Company may become liable as the result of the placement of the Streetlights on Poles.

14. **Indemnification**

14.01 The Company shall at all times save, defend, keep harmless and fully indemnify the Municipality and its directors, officers, agents and affiliates and their successors and assigns against any and all losses, costs, charges, damages, expenses, claims, demands and liability whatsoever, to the extent arising out of any third party claims arising from (A) any negligent act, error or omission on the part of the Company or its employees, contractors or subcontractors, or the failure of the Company or its employees, contractors or subcontractors to fulfill any of the Company's obligations under this Agreement; and (B) the presence, operation and maintenance of a Pole except to the extent such claim is caused or contributed to by the Municipality. This section 14.01 shall survive termination of the Agreement.

14.02 The Municipality shall, pursuant to Section 14.01:

- (a) provide the Company prompt written notice of any claim which may give rise to the indemnification;
- (b) co-operate with all of the Company's reasonable requests regarding the conduct of the defence and the settlement of the claim; and

- (c) grant the Company control of the defence of any such claim; provided, however, that without relieving the Company of its obligations hereunder or impairing the Company's right to control the defence or settlement thereof, the Municipality may elect to participate through separate counsel in the defence of any such claim, but the fees and expenses of such counsel shall be at the expense of the Municipality, except in the event that:
  - i) the Municipality shall have reasonably concluded i) that there exists a material conflict of interest between the Company and the Municipality in the conduct of the defence of such claim (in which case the Company shall not have the right to control the defence or settlement of such claim, of behalf of the Municipality); or
  - ii) the Company shall not have retained counsel to assume the defence in a reasonable amount of time after the notice of the commencement of an action,

In each such case, the fees and expenses of the Municipality's counsel shall be paid by the Company.

14.03 The Municipality shall at all times save, defend, keep harmless and fully indemnify the Company and its directors, officers, agents and affiliates and their successors and assigns against any and all losses, costs, charges, damages, expenses, claims, demands and liability whatsoever, to the extent arising out of any third party claims arising from (A) any negligent act, error or omission on the part of the Municipality or its employees, contractors or subcontractors, or the failure of the Municipality or its employees, contractors or subcontractors to fulfill any of the Municipality's obligations under this Agreement; and (B) the presence, operation and maintenance of a Streetlight on a Pole except to the extent such claim is caused or contributed to by the Company. This section 14.03 shall survive termination of the Agreement.

14.04 The Company shall, pursuant to Section 14.03:

- (a) provide the Municipality prompt written notice of any claim which may give rise to the indemnification;
- (b) co-operate with all of the Municipality's reasonable requests regarding the conduct of the defence and the settlement of the claim; and
- (c) grant the Municipality control of the defence of any such claim; provided, however, that without relieving the Municipality of its obligations hereunder impairing the Municipality's right to control the defence or settlement thereof, the Company may elect to participate through separate counsel in the defence of any such claim, but the fees and expenses of such counsel shall be at the expense of the Company, except in the event that:
  - i) the Company shall have reasonably concluded that there exists a material conflict of interest between the Company and the Municipality

in the conduct of the defence of such claim (in which case the Municipality shall not have the right to control the defence or settlement of such claim, of behalf of the Company); or

- ii) the Municipality shall not have retained counsel to the assume the defence in a reasonable amount of time after the notice of the commencement of an action,

In each such case, the fees and expenses of the Company's counsel shall be paid by the Municipality.

14.05 Neither party shall be liable to the other party for any consequential, special, incidental, multiple, exemplary or punitive damages for performance or non-performance under this Agreement or for any actions undertaken in connection with or related to this Agreement. For the avoidance of doubt, nor shall either party be liable to the other party for any claim of lost profits, whether such claim of lost profits is categorized under this Agreement as indirect, direct or consequential damages or under any alternative theory of recovery.

## 15. Insurance

15.01 The Municipality and the Company shall, without limiting their obligations or liabilities under this Agreement, maintain at their own expense insurance policies that shall carry limits of not less than Five Million Dollars (\$5,000,000.00) each for:

- a) Workers' Compensation as prescribed by law;
- b) **automobile liability insurance** covering all licensed motor vehicles, owned, leased or used by the party or on they party's behalf in performing the activities contemplated in this agreement. If any activity is sub-contracted, the party shall ensure that each sub-contractor complies with all insurance provisions of this agreement;
- c) **commercial general liability insurance** on an occurrence basis combined single limit for bodily injury including death, personal injury and property damage including loss of use, and also covering for (a) blanket contractual liability; (b) owners' and contractors' protective liability; (c) broad form property damage; (d) non-owned automobile liability; (e) limited pollution legal liability covering the party's. This insurance shall include the other party as an additional insured and contain both cross-liability and severability of interest clauses;
- d) **Equipment insurance** on an "all risk" basis covering damaged equipment of every description owned or rented or for which the party is responsible, used in the performance of the activities contemplated under this agreement; ~~The policy shall waive subrogation rights against the other party~~

- e) **all risks property insurance** on a replacement cost basis and insuring all of the party's real and personal property including equipment and supplies owned by the party or in the party's care, custody or control; and
- f) Errors and omissions insurance.

15.02 The Municipality shall name the Company as an additional insured under its Commercial General Liability insurance policy only with respect to the operations performed by the Municipality. In return, the Company will add the Municipality as additional insured under its Commercial General Liability insurance policy with respect to the operations performed by the Company.

16. **Removal of Poles and Liability for Interruption**

16.01 The Company reserves to itself the right to maintain the Poles and to operate its equipment thereon in such manner as will best enable it to fulfill its own core service requirements. The Company shall be under no obligation keep any Poles in service or replace same if the Pole becomes surplus to the Company's requirements. Where the Company wishes to remove a Pole located within the Municipality's right-of-way, the Municipality shall have the option to require, upon a request to the Company, the pole to remain in place, subject to the Municipality assuming all risk and responsibility for such pole. If the Municipality exercises this option, ownership of and responsibility for the Pole shall be transferred to the Municipality upon the removal of the Company's infrastructure from the Pole by the Company, and the Municipality shall assume any costs in connection with such Pole, including the provision of electricity to any infrastructure on such Pole.

16.02 The Company shall not be liable for any damages suffered by the Municipality or any other party due to interruption in service arising from any cause whatsoever, unless caused by the willful misconduct of the Company.

17. **Other Clauses**

17.01 The Municipality shall pay to the Company a fee (in accordance with Schedule "B") for Make Ready Work required to accommodate the Municipality's placement of its Streetlights on any particular Pole. The Make Ready Work shall be carried out by Company personnel, unless otherwise determined by the Company. Nothing in this section shall serve to obligate the Company to do any of the foregoing actions.

17.02 The Municipality shall be responsible for any and all costs associated with its affixation of the Streetlights to Poles, whether such installation, upgrade, removal or any other Work is made by the Municipality's personnel or otherwise.

17.03 The Municipality acknowledges that the Company has granted, or may grant in the future, permission to other Attachers to use the Poles. The Company may authorize other entities, including Attachers, to install their infrastructure on Poles, provided that such other infrastructure does not interfere with the ability of the Municipality to maintain or operate existing Streetlights. If the Company has granted permission to an Attacher to use a Pole prior to the Municipality

attaching a Streetlight to such Pole, nothing herein contained shall be construed as affecting such permission.

17.04 Where relocation or replacement of Streetlights is made necessary by the actions of a third party, the Municipality shall recover its own costs relating to such relocation or replacement from such third party directly.

17.05 Except as expressly provided for in this Agreement, the duties and obligations imposed by the Agreement and the rights and remedies available hereunder shall be in addition to and not a limitation of any duties, obligations, rights, and remedies otherwise imposed or available by law.

18. **Unauthorized Streetlights**

18.01 If at any time during the Term a Streetlight is attached, Rearranged or Transferred without Notification to the Company, where the Company determines, in its discretion, to be feasible to do so, the Municipality may submit a Notification to reflect the Streetlight attachment to the Pole and where the revised or new Notification is approved by the Company, the said Streetlight becomes authorized and can remain on the Pole subject to the terms and conditions of this Agreement. If the Company determines that it is not feasible or otherwise rejects the late Notification, the Municipality shall remove the said Unauthorized Streetlight as requested by the Company, failing which the Company shall have the right to remove any and all Unauthorized Streetlight forthwith and to charge the Municipality for all costs incurred by the Company as a result of the removal of such Unauthorized Streetlight.

19. **Payment**

19.01 Any amounts charged to the Municipality by the Company under this Agreement shall be paid by the Municipality to the Company in accordance with the provisions set out in Schedule "B".

20. **Termination and Suspension**

20.01 When the Company deems an Emergency to exist, it may suspend the Municipality's use of any Pole immediately and without notice to the Municipality, and in such situations, the Company may remove or Transfer Streetlights from Poles.

20.02 If the Company or Municipality:

- i) assigns this Agreement other than in accordance with Section 21.01
- (ii) should be adjudged bankrupt or make a general assignment for the benefit of its creditors;
- (iii) should have a trustee in bankruptcy appointed to manage their affairs;

- (iv) should go into liquidation on account of insolvency; or
- (v) should violate any provision of this Agreement without curing such violation within ninety (90) days of receipt of notice from the Company;

the other party may terminate this Agreement immediately and without notice and the terminating party shall not be liable for any resulting loss to the other party.

21. **Assignment**

21.01 This Agreement and any rights granted pursuant to it shall not be sold, transferred, assigned, mortgaged, pledged or charged by either party without the written consent of the other party, which consent shall not be unreasonably withheld.

21.02 The Municipality shall not be permitted to sublet any space on the Streetlights or a Pole for any purpose including but not limited to the placement of antennae on the tops of Streetlights, except for the purpose of monitoring and/or controlling the Streetlights.

22. **Force Majeure**

22.01 Save and 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, civil commotion, strikes, lockouts and other labour disputes, fires, floods, sabotage, earthquakes, storms, epidemics, and an inability due to causes beyond the reasonable 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, as to 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 time possible.

23. **Waiver**

23.01 Failure by either party at any time or from time to time to enforce or require the strict keeping and performance of any of the terms or conditions of the Agreement shall not constitute a waiver of nor affect or impair such terms or conditions in any way, or the right of that party at any time to avail itself of any remedies it may have for any breach or breaches by the other party of such terms or conditions.



24. **Notice**

24.01 All notices to be given to either Party under this Agreement shall be written and addressed to the Company and to the Municipality at the following addresses:

(a) **to the Company:**

Bell Aliant Regional Communications LP  
Attention: Regional Manager, Access Engineering  
21 Topple Drive  
Dartmouth NS B3B 1R2  
Facsimile: (902) 468-4006

(b) **to the Municipality:**

Halifax Regional Municipality  
Attention: Director, Transportation and Public Works  
PO Box 1749  
Halifax NS B3J 3A5  
Facsimile: (902) 490-6904

24.02 All notices may be sent by facsimile, a nationally recognized overnight courier service, registered mail or hand delivered. Notice shall be given when received by the addressee on a Business Day. In the absence of proof of the actual receipt date, the following presumptions will apply:

- (a) Notices sent by facsimile shall be presumed to have been received upon the sending party's receipt of its facsimile machine's confirmation of successful transmission. If the day on which such facsimile is received is not a Business Day or is after five(5:00) p.m. (local time for the recipient) on a Business Day, then such facsimile shall be deemed to have been received on the next following Business Day.
- (b) Notice by overnight courier shall be presumed to have been received on the next Business Day after it was sent.
- (c) Notice by registered class mail shall be presumed delivered five (5) Business Days after mailing.

25. **Entire Agreement**

25.01 This Agreement embodies the entire Agreement between the parties with regard to the matters dealt with herein and no other Agreements, written or oral, respecting the subject-matter of this Agreement shall be deemed to exist or bind either party.

26. **Legal Relationship**

26.01 The parties acknowledge and agree that each is an independent contractor and neither party shall be considered to be the agent, representative, employer or employee or the other party for any purpose whatsoever and that neither party has any authority to enter into any contract, assume any obligation or give any warranties or representations on behalf of the other party. Nothing in this Agreement shall be construed to create a relationship of partners, joint ventures, fiduciaries, or any other similar relationship between the parties.

27. **Dispute Resolution**

27.01 In the event of a dispute in connection with this Agreement, a senior officer of the Municipality and a senior officer of the Company shall promptly meet to discuss and resolve the dispute and the parties shall have thirty (30) days to resolve the dispute (or ten (10) days if either party notifies the other party that the matter requires urgent resolution). The negotiations of the parties under this section 27.01 will be without prejudice in any subsequent proceedings regarding the dispute. This section shall not limit either party's right to apply to a court of competent jurisdiction for interim relief necessary to preserve that party's rights.

27.02 This Agreement shall be governed by and construed in accordance with the laws of the Province of Nova Scotia and the laws of Canada applicable therein, and the parties hereby attorn to the exclusive jurisdiction of the Courts of the Province of Nova Scotia (except where a regulating authority has jurisdiction over the subject matter) for any disputes arising from this Agreement that cannot be resolved in accordance with s. 27.01.

27.03 Notwithstanding any other provision of this Agreement, the parties may agree at any time to refer to mediation or arbitration any difference and/or dispute arising out of or in connection with this Agreement.

27.04 Unless otherwise requested by the Company, there shall be no stoppage in the provision of any services during the dispute resolution process.

28. **Binding on Successors**

28.01 This Agreement shall enure to the benefit of and be binding upon the parties hereto and their respective successors and permitted assigns.

29. **Time is of the Essence**

29.01 Time shall be of the essence for the purpose of this Agreement.

IN WITNESS WHEREOF the Company and the Municipality have caused this Agreement to be executed on the day and year first written above, as attested by the signatures of their duly authorized officers.

**BELL            ALIANT            REGIONAL  
COMMUNICATIONS            LIMITED  
PARTNERSHIP   BY   ITS   GENERAL  
PARTNER BELL ALIANT   REGIONAL  
COMMUNICATIONS INC**

\_\_\_\_\_  
Witness

Per:

\_\_\_\_\_  
Name:

Title:

I have authority to bind the Company

**HALIFAX REGIONAL MUNICIPALITY**

\_\_\_\_\_  
Witness

Per:

\_\_\_\_\_  
Name:

Title:

\_\_\_\_\_  
Witness

Per:

\_\_\_\_\_  
Name:

Title:

We have authority to bind the Municipality

**Schedule "A"**

**Nova Scotia Labour and Advanced Education**

**Electrical Inspection Bulletin 2012-02 +A**

**See Attached**

# **ELECTRICAL BULLETIN**

## **2012-02**

From: David MacLeod, C.E.I., P.Eng.  
Provincial Chief Electrical Inspector

Date: March 16, 2012

Pg 1 of 5 + Attachment

Subject: Requirements for street or roadway lighting owned and/or operated by an Electrical Utility or Municipality

### **1. Introduction:**

The installation of luminaires used for street or roadway lighting that are owned and/or operated by an electrical utility or municipality fall within the scope of the CSA C22.1 Canadian Electrical Code Part 1 (CEC).

### **2. Scope:**

This bulletin covers the requirements for the replacement or conversion of existing luminaires of a street or roadway lighting system or any new installation of a street or roadway lighting system operating at a nominal system voltage of 347 V or less and installed on or after the date of issuance of this bulletin that are owned and/or operated by an electrical utility or municipality.

### **3. Application of Bulletin:**

This bulletin is based on installations being designed and installed in accordance with recognized national standards such as CSA C22.3 No. 1 Overhead Systems, CSA C22.3 No. 7 Underground Systems, the applicable requirements for lighting systems as outlined in section 30 of the CEC and as indicated in this bulletin.

#### 4. Definitions:

Approved- equipment that has been certified by a certification organization accredited by the Standards Council of Canada in accordance with the requirements of the appropriate CSA standard.

CEC - CSA C22.1 Canadian Electrical Code, Part 1 - 2009 or the most recent adopted version.

Municipality -for the purpose of this bulletin means a town, village, county, district or a regional municipality.

Street or roadway lighting system- is a luminaire or system of luminaires mounted on a pole or support structure that is owned and/or operated by an electrical utility or municipality to provide illumination on any street or roadway and any associated appurtenances.

#### 5. General Requirements:

All street or roadway lighting systems, unless otherwise noted, shall:

1. use approved luminaires
2. use approved retrofit or conversion kits where applicable
3. be bonded and grounded in accordance with section 10-500 & 30-1030 requirements of the CEC ( see notes 6 & 7 )
4. be provided with an in- line fuse for each luminaire or be fed from a service entrance with over current protection for the street or roadway lighting system ( see Section 6 and notes 1 & 2 )
5. be performed under an electrical permit and inspected ( see notes 3 , 4 & 10 )
6. have any existing deficiencies or electrical hazards associated with the street or roadway lighting system corrected at the time of the replacement or conversion of the existing luminaire
7. have a completed conformance report submitted to the electrical inspection department

The Provincial Chief Electrical Inspector may request documentation at any time to substantiate any of the above requirements.

**The requirements indicated above apply to all future maintenance work on any street or roadway lighting system.**

**6. Exemption:**

The requirement for an in-line fuse for each luminaire or a service entrance with over current protection to feed the street or roadway lighting system, per section 5(4) above, **is not required** for an **overhead fed** street or roadway lighting system mounted on a power pole that is properly bonded and grounded in accordance with the requirements indicated in this bulletin. ( see notes 6,7,8& 9 )

**7. Inspections:**

Inspections of any installation shall be in accordance with the requirements as determined by the Provincial Chief Electrical Inspector and carried out by the electrical inspection department.

**8. Existing Installations:**

Street or roadway lighting systems installed prior to this bulletin may stay "as is" however when any maintenance work is performed, any existing deficiencies or electrical hazards shall be corrected, in particular grounding, bonding or fusing requirements where appropriate.

**9. Continued Maintenance:**

An electric utility or municipality is responsible to maintain compliance with the CEC for all street or roadway lighting systems under their ownership and to ensure safety to the general public and to the workers responsible who work on the systems.

The Provincial Chief Electrical Inspector may order any street or roadway lighting system that is considered unsafe to have any hazards corrected.

**10. Application of CEC to other lighting systems:**

Other similar lighting systems not specifically mentioned in the scope of this bulletin that are owned and/or operated by an electric utility or municipality shall also be required to comply with the appropriate requirements of the CEC and be properly maintained to ensure those lighting systems are kept safe .

**Notes:**

1. Where a service entrance for the street or roadway lighting system per 30-1002 of the CEC has been provided ,which may consist of a dedicated feed for the street or roadway lighting system and provided with over current protection that complies with 30-104 or 30-1010 of the CEC, an in-line fuse for that portion of the street or roadway lighting is not required.

2. All street or roadway lighting systems that are fed from an under ground service shall have an accessible in-line fuse installed at the base of each pole that complies with the requirements 30-1008 of the CEC ~~or~~ be provided with a service entrance as indicated in note 1.
3. Conformity reports shall indicate the locations of the new luminaire upgrades as accurately as possible.
4. Street or roadway lighting conformance reports shall be completed, signed and submitted to the electrical inspection department in order to receive a final inspection.
5. All street or roadway lighting systems shall be installed in a manner to ensure safety to the workers who maintain the system and to the general public with regard to potential step and touch voltages near ground level.
6. Bonding conductor requirements and method of installation for overhead fed street or roadway lighting systems attached to a utility owned power pole may be different than those of the CEC and the utility must be consulted prior to starting any work to determine those requirements.
7. Bonding of roadway and street lighting systems for overhead fed systems is typically achieved by connection to the grounded system neutral or to a down ground conductor at the pole if present and are considered the acceptable methods of bonding for the application of this bulletin.
8. Any street or roadway lighting system mounted on a privately owned structure shall be provided with an in-line fuse.
9. The type of power poles included for the exemption in section 6 are wood, metal, concrete and fibreglass.
10. The contractor should apply for a safe clearance report from the utility prior to starting any overhead street or roadway lighting system installations.



\*The Provincial Chief Electrical Inspector may amend, revise or delete any of the above requirements at any time in the future.

\*\*Any questions or request for clarification regarding this bulletin may be forwarded to the Provincial Chief Electrical Inspector David MacLeod, P.Eng. at 902-424-8018 or email: [macleodd@gov.ns.ca](mailto:macleodd@gov.ns.ca)

\*\*\* For other Electrical Bulletins from the Provincial Chief Electrical Inspector visit : <http://www.gov.ns.ca/lac/electricalsafety/electricalbulletins.asp>

\*\*\*\* See attached Street or Roadway Lighting Conformance Report ( 1 page ) which is required to be completed and submitted in accordance with this bulletin.

## Schedule "B"

### Company Service Fees

#### 1. Payment

- 1.1. The Municipality shall be responsible for all costs associated with services performed by the Company pursuant to this Agreement and for payment to the Company as expressly set out below.
- 1.2. The Company will provide the Municipality with an invoice for any services performed by the Company pursuant to Section 4.01.
- 1.3. Any charges for proposed Make Ready Work to be performed by the Company pursuant to Section 17.01, will be first estimated (the "Estimate") by the Company and the Estimate shall be delivered by the Company to the Municipality. If the Municipality is in agreement with the Estimate the Municipality shall deliver to the Company a purchase order for the amount of the Estimate. The Company, upon receipt of the purchase order, will proceed with the Make Ready Work within a reasonable amount of time and shall invoice the Municipality for the actual cost of the Make Ready Work. The Municipality agrees and acknowledges that the Estimate is merely an estimate and that the actual cost of performing the Make Ready Work shall be reflected on the invoice.
- 1.4. Services for Make Ready Work will be invoiced to the Municipality at the time such Services for Make Ready Work are rendered by the Company. All other services will be invoiced to the Municipality by the Company on a monthly basis based services performed in that month. A detailed report of the services performed will be provided to the Municipality prior to receipt of the invoice.
- 1.5. Costs incurred due to services undertaken by the Municipality or Make Ready Work undertaken by Bell Aliant to address defects will be the responsibility of the Municipality.
- 1.6. The Municipality shall make payment of all invoices issued by the Company within thirty (30) days of the date of such billing.
- 1.7. All payments by the Municipality in arrears will be charged interest at an annual rate of 15%.
- 1.8. The rates identified in section 2 below shall be reviewed on an annual basis by the Company. If said costs no longer reflect actual cost to conduct the services, said rates will be adjusted accordingly upon thirty (30) days' prior written notice to the Municipality (and subject to authority that the CRTC has to set or adjust such rates).

## 2. Table of Rates

ACTIVITY	RATE
Make Ready Work - Assessment (new streetlight attachment on Pole where no streetlight exists – section 4.01 (c) i, ii, iii; review existing attachment when work is required to accommodate – section 4.01 (c) iv; transfer pole ownership to Municipality – section 16.01; or other occurrences necessitating Make Ready Work)	\$200 hour
Make Ready Work Costs (i.e. work to bring a structure up to standards to accommodate a streetlight attachment)	(as quoted)
Inspections	\$200 hour

## **Schedule "C"**

### **Notification Requirements**

The Municipality shall notify the Company any time it installs, modifies, replaces, rearranges, transfers, or removes a Streetlight. The following process outlines the requirements of the Municipality in regards to the Notification of Streetlight activity in accordance with this Agreement and to ensure accurate billing from the Company.

The Municipality shall send the Company an electronic file on a mutually agreed upon schedule, in a mutually agreed upon format (and data requirements) of their Streetlight asset data. The data shall include, without limitation, the following:

- i) GPS coordinates of a Streetlight; and
- ii) the nature of any installation, removal, replacement, or modification of the Streetlight; and
- iii) the date of any installation, removal, replacement or modification to Streetlight; and
- iv) any change in location on the pole

The Municipality shall send the Company, twenty (20) days in advance of an installation of a new Streetlight, the following information in electronic format (as agreed to above) to facilitate the Make Ready Work:

- i) the Community & Street name; and
- ii) GPS coordinates of the proposed Streetlight; and
- iii) the date of installation

The Company will update its Asset Management System to reflect the changes (add items, removals, modifications, transfers, rearrangements) that occurred since the last reporting period.

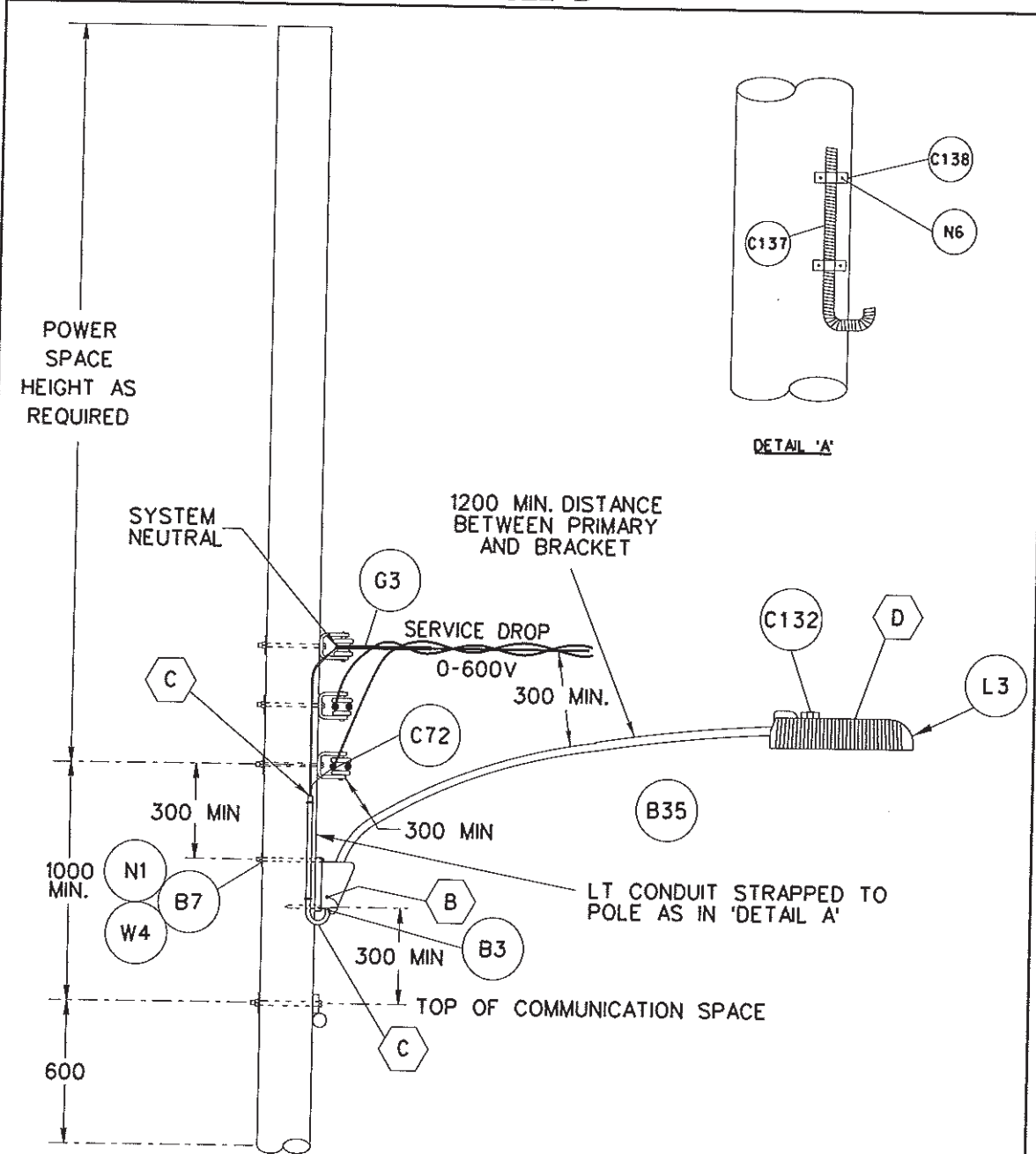
The Company, upon thirty (30) days' prior written notice to the Municipality, may amend the Notification Requirements.

**Schedule "D"**

**Installation Drawings**

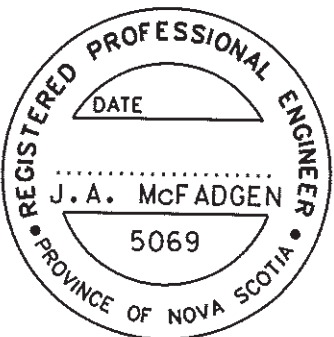
NSPI Distribution Overhead Standards – STD No: SL-ED-11M (Attached)

NSPI Distribution Overhead Standards – STD No: SL-ED-22M (Attached)



NOTES:

- A. FOR RECOMMENDED MOUNTING HEIGHTS SEE CHART SL-1M (L2), OR SL-2M (L3).
- B. STREET LIGHT BRACKET TO BE GROUNDED IN ACCORDANCE WITH SL-ED-27M.
- C. LIQUID-TIGHT FLEXIBLE CONDUIT TO BE INSTALLED IN BOTTOM OF STREET LIGHT BRACKET AND DUCT SEAL APPLIED TO BOTH ENDS TO PREVENT WATER FROM ENTERING CONDUIT.
- D. INSTALL L3 (LED FIXTURE) PARALLEL TO THE ROAD.
- E. THE DISTANCE BETWEEN BRACKET AND SERVICE DROP CAN BE IN ANY DIRECTION.
- F. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE SHOWN.



**DISTRIBUTION  
OVERHEAD  
STANDARDS**



**LED STREET LIGHT INSTALLATION  
BETWEEN SECONDARY AND  
COMMUNICATION ATTACHMENT**

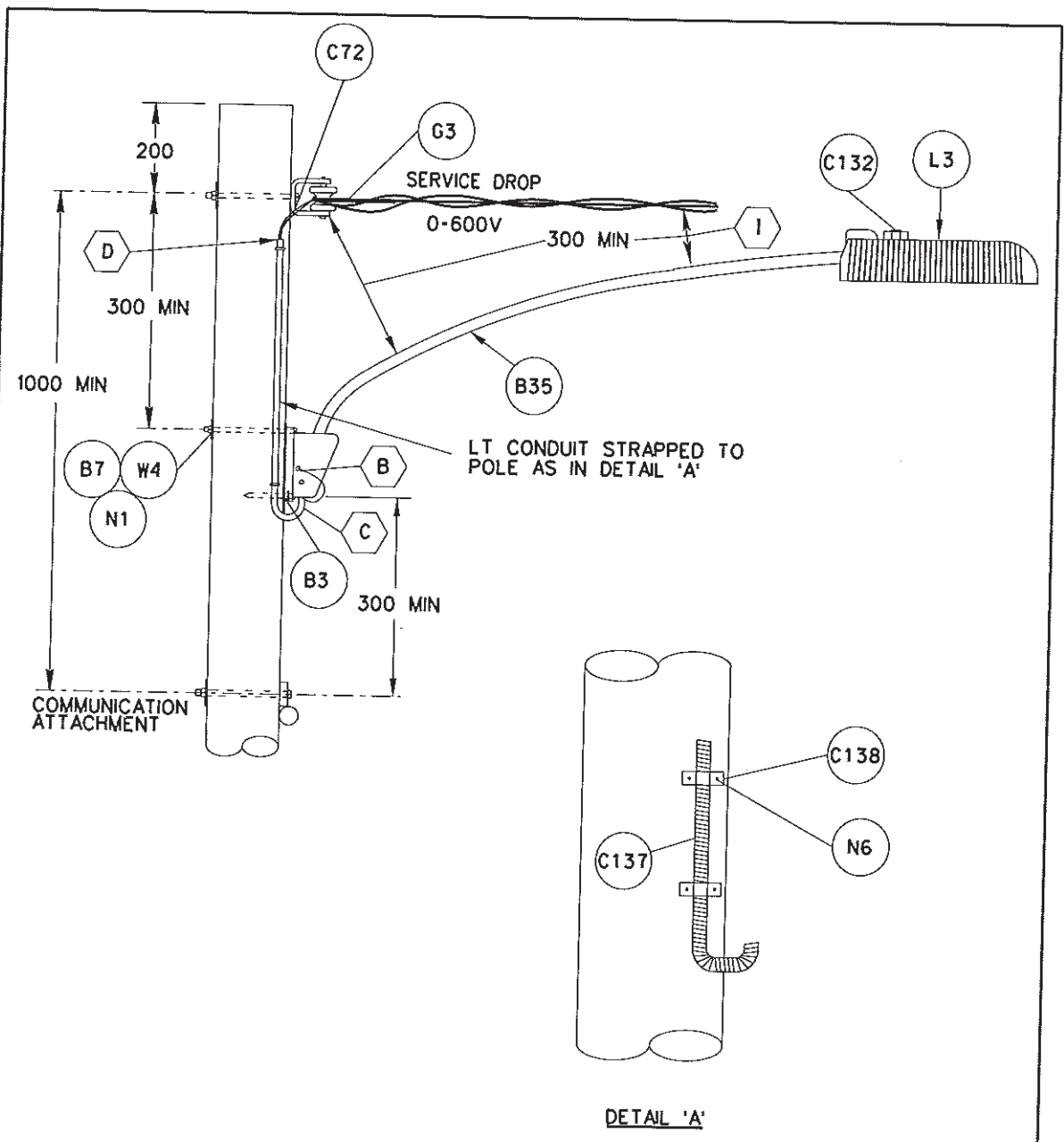
DATE REV 2013-04-25

DRAWN: BRYAN POWELL

APPROVED:

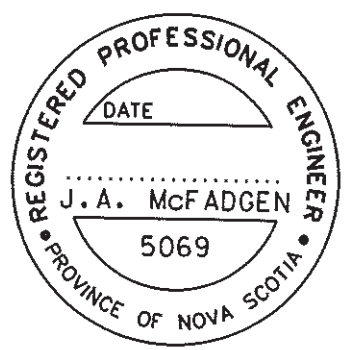
STD NO: SL-ED-11M

Sheet 1 of 1



**NOTES:**

- A. FOR RECOMMENDED MOUNTING HEIGHTS SEE CHART SL-21M.
- B. STREET LIGHT BRACKET TO BE GROUNDED IN ACCORDANCE WITH SL-ED-26M.
- C. LIQUID-TIGHT FLEXIBLE CONDUIT TO BE INSTALLED IN BOTTOM OF STREET LIGHT BRACKET AND DUCT SEAL APPLIED TO BOTH ENDS TO PREVENT WATER FROM ENTERING CONDUIT.
- D. INSTALL L3 (LED FIXTURE) PARALLEL TO THE ROAD.
- E. THE DISTANCE BETWEEN BRACKET AND SERVICE DROP CAN BE IN ANY DIRECTION.
- F. ALL DIMENSIONS ARE IN MILLIMETRES UNLESS OTHERWISE SHOWN.



**DISTRIBUTION  
OVERHEAD  
STANDARDS**



**LED STREET LIGHT MOUNTED ON  
SECONDARY SERVICE POLE**

DATE: REV 2013-04-29

DRAWN: BRYAN POWELL

APPROVED:

STD NO: SL-ED-22M

Sheet 1 of 1

**Schedule “E”**

**Bulletins**

NSPI Electrical Inspection Bulletin – Rule 30-1000 (See Attached)



## ELECTRICAL INSPECTION BULLETIN

(Effective 2012-10-01)

Rule 30-1000

Installation and Inspection  
Requirements for Street and  
Roadway Lighting Systems

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### Scope

This document covers the installation and inspection requirements for Street and Roadway Lighting Systems that are installed and maintained within the jurisdiction of the Nova Scotia Power Incorporated (NSPI) inspection department as regulated by the *Electrical Installation and Inspection Act*.

### References

For additional information on the installation and maintenance requirements of Street and Roadway Lighting systems reference Department of Labour and Advanced Education (DOLAE) Bulletin 2012-02. <http://www.gov.ns.ca/lae/electricalsafety/electricalbulletins.asp>

### Definitions

#### Street or Roadway Lighting System

A luminaire or system of luminaires mounted on a pole or support structure that is owned and/or operated by an electrical utility or municipality to provide illumination on any street or roadway and any associated appurtenances.

#### Municipality

For the purpose of this bulletin, municipality means: a town, village, county, district or a regional municipality.

#### Support Bracket

For reference in this document a support bracket shall include the metal arm and base plate connecting between the utility pole and the luminaire head. It shall be assumed this includes all mounting hardware. (May also be referenced as a davit arm)

#### Mass Deployment

Where a permit is obtained for a specific area, the luminaires are being replaced in sequential order, and the number of luminaires is a set value.

#### Spot Replacement

Where a permit is obtained for no specific area, the luminaires are being replaced in random order, and the number of luminaires is an estimated value.

#### Approved Equipment

(a) Equipment that has been certified by a certification organization accredited by the Standards Council of Canada in accordance with the requirements of

(i) CSA standards; or

(ii) Other recognized documents, where such CSA standards do not exist or are not applicable; or

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(b) Equipment that conforms to the requirements of the regulatory authority.

## **Section A – General Installation Procedures**

- 1) Maintenance, repair, or replacement of the Street or Roadway Lighting system shall be performed by personnel approved by meeting the requirements of the Department of Labour and Advanced Education Occupational Health and Safety Department.
- 2) A municipality, upon acquisition of utility assets, shall upgrade, repair, or replace luminaires and associated wiring and hardware as necessary to meet the minimum requirements of this document within a timeframe agreed upon between the utility and municipality.
- 3) All work shall be performed under a wiring permit and shall be subject to inspection.
- 4) Permits shall be valid for a period of one (1) year.
- 5) A minimum percentage of all street lighting installations shall be subject to inspections. The criteria for the applicable percentage and permit fee structure shall be in accordance with Section D of this document.
- 6) NSPI will inspect the installations in random sequence based on overall geographical area of the project.
- 7) Inspections shall be scheduled in a manner that will provide satisfactory sampling of the overall installation.
- 8) Conformance reports shall be completed in accordance with Section C of this document
- 9) Installations found not in conformance may be subject to additional inspections over and above the criteria set forth in Section D.

## **Section B – Installation Requirements**

The installation shall meet the minimum requirements of Section B of this document and shall be inspected thereto. These include:

- 1) Incorporate an approved luminaire or use an approved retrofit or conversion kit where applicable.
- 2) Be bonded and grounded in accordance with the manufacturer's instructions and shall meet the minimum requirements of sections 10-500 & 30-1030 of the CEC.
- 3) Be provided with an in-line fuse for each luminaire or be fed from a service entrance with over-current protection for the street or roadway lighting system. (See - Note 1)

- 4) Conductors shall be UV rated where exposed to direct sunlight between the davit arm and termination point. (See note 4)
- 5) Have any existing deficiencies or electrical hazards associated with the Street or Roadway Lighting system corrected at the time of the replacement, retrofit or conversion of the existing luminaire. (See – Notes 4,5,6)
- 6) Liquid tight flex must be installed between the support bracket (also known as davit arm) and the secondary conductor termination location. The liquid tight flex must terminate as close as possible to the lower portion of the support bracket in such a manner to prevent the line and neutral conductors feeding the fixture from being exposed to communication utility personnel working in the communication zone. The flex shall be sealed on each end using a suitable compound. Electrical tape is not permitted.
- 7) Approved straps shall be used to secure the flex to the pole.
- 8) The installation contractor shall ensure the street light support bracket base plate is adequately fastened to the supporting structure and all fastening hardware is installed.
- 9) The luminaire support bracket shall be grounded in one of two ways:
  - a) By connection of the davit bonding conductor to the system down ground if present, or,
  - b) By connection of the davit bonding conductor to the system neutral
- 10) The support bracket bonding conductor shall be a minimum of #6 AWG copper
- 11) If the support bracket does not have a lug for attachment of the bonding conductor, a 5/16 hole shall be drilled in the bottom of the davit arm base plate and an appropriate lug attached.
- 12) Where a system down, and / or, a metallic cable guard exists on the same pole as the roadway lighting system, the installation contractor shall complete a visual inspection with particular emphasis on the following:
  - a) The down ground conductor is still intact and in good repair, and,
  - b) The down ground conductor is securely connected to the grounding electrode (rod or plate), and,
  - c) The down ground non-metallic cover-up (molding) is intact and in good repair for its entire length of the down ground conductor, and,
  - d) Metallic cable guards are bonded to the system down ground conductor
  - e) (See Note 5)

## Section C - Conformance Reporting

- 1) A conformance report must be filled out confirming the entire installation has been reviewed and is in conformity with all applicable CEC, DOLAE, and NSPI requirements.
- 2) Conformance reporting templates shall be in accordance with DOLAE Bulletin 2012-02. Use of an alternate template shall be approved by the inspection department prior to use.
- 3) Conformance reports are to be completed by those responsible for the installation and shall be provided to the inspection department for review prior to final acceptance of an installation.
- 4) Where an installation is found not to be in conformance, and the required repairs cannot be completed at the time of the installation, it shall be listed on the report what portions are not in conformance and what is required to bring the installation to an acceptable state.
- 5) Street or Roadway Lighting Systems found to be in a non-conformance state , which cannot be repaired immediately, shall be remedied within 45 days of the conformance report.
- 6) A new conformance report shall be completed upon completion of the repairs mentioned in #4.
- 7) Conformance reports may be submitted in the following manner:
  - a) Fax to 428-6102
  - b) Email to: [ledconformancereports@nspower.ca](mailto:ledconformancereports@nspower.ca)
  - c) Mailed to: Attn: Inspection Department, PO. Box 910, Lower Water St., Halifax N.S., B3J 2W5

## Section D - Permits and Inspections

A permit shall be obtained from the inspection department prior to commencing work on any new or existing installation.

Permits and Inspections shall be grouped into two separate categories based on volume. These categories shall be defined as Mass Deployment and Spot Replacement.

Where maintenance work is performed on the Street or Roadway Lighting system, the asset owner shall keep a record of such work and shall incorporate the information as part of the information provided to the inspection department as outlined in Option 2 (5).

Permits shall not be required where the maintenance only requires the replacement of a lamp.

- **Option 1 - Mass Deployment**

- 1) A minimum of 5% or the next whole value of all Street and Roadway Lighting installations shall be subject to inspections.
- 2) Permits shall be finalized when 5% of the original permit installation quantity has been inspected, or additional charges shall be added based on the applicable hourly fee.
- 3) Contractors shall notify NSPI when approximately 25% of an installation has been completed, and shall provide updates to NSPI on 25% intervals until project completion.
- 4) It shall be the permit holder's responsibility to provide a list of areas in which the fixtures have been installed at the time of scheduling an inspection.
- 5) Inspections shall commence within 15 days of notification from the electrical contractor. All inspections shall be completed within 15 days of a final inspection request from an electrical contractor.
- 6) Should a contractor fail to provide adequate notification, of the progress of an installation as outlined in item (3) above, and only requests a final inspection, the inspection process shall commence within 15 days of such a request and shall be completed within 45 days thereafter.

- **Option 2 - Spot Replacement**

- 1) A minimum of 5% or the next whole value, of all Street and Roadway Lighting installations shall be subject to inspections each month.
- 2) Inspections shall be based on 5% of the total estimated quantity of luminaires being replaced for the duration of the permit divided by 12 months.
- 3) Permits shall be finalized when 5% of the original permit installation quantity has been inspected, or additional charges shall be added based on the applicable hourly fee.
- 4) Inspections will be prescheduled every thirty days throughout the duration of the permit, commencing 30 days after the permit has been issued.
- 5) It shall be the permit holder's responsibility to provide a list of areas in which the luminaires have been installed a minimum of 10 days prior to the pre-agreed inspection dates.

## Notes

- (1) The requirement for an in-line fuse for each luminaire **is not required** for an **overhead fed** street or roadway lighting system mounted on a power pole that is properly bonded and grounded in accordance with the requirements indicated in this bulletin.
- (2) All street or roadway lighting systems that are fed from an **underground service** shall have an accessible in-line fuse installed at the base of each pole that complies with the requirements 30-1008.
- (3) Any street or roadway lighting system mounted on a privately owned structure shall be provided with an in-line fuse.
- (4) If conductors are required to be replaced due to the integrity of existing conditions they shall be replaced with conductors having a UV rating in accordance with Rule 2-132 where exposed to sunlight.
- (5) The integrity of the system down ground conductors, non-metallic down ground covering, and metallic cable guards is the responsibility of NSPI to maintain and shall not be means to fail an electrical contractor's installation. Deficiencies observed in accordance with Section B (12), shall be noted on the conformance report as outlined in Section C.
- (6) A grounding conductor shall be installed where such a conductor does not exist or does not meet the minimum requirements in accordance with Section B (9).



April 29, 2014

Pinchin File: 01-02-00888

Halifax Regional Municipality  
P.O. Box 1749  
Halifax, NS B3J 3A5

**Attention: Mr. Angus Doyle, P.Eng., Utilities Coordination Manager**

**RE: Issues Related to PCBs and Asbestos-Containing Materials in Streetlight Fixtures**

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Further to your recent request, Pinchin LeBlanc Environmental Limited (Pinchin) has prepared this letter to provide a professional opinion on issues related to the potential presence of materials containing polychlorinated biphenyls (PCBs) and / or asbestos-containing materials (ACMs) in streetlight fixtures. We understand that Halifax Regional Municipality (HRM) may be acquiring streetlights currently owned by Nova Scotia Power (NSP). During the course of future upgrades to the fixtures, there is the potential to encounter older units that may have materials that contain PCBs (e.g., capacitors) and /or ACMs (e.g., heat shields, wire insulation).

The manufacture, importation and sale of PCBs were all made illegal in Canada in 1977. However, owners of PCB-containing units could continue using the equipment until the end of its service life. The storage of PCBs has been regulated since 1988. Handling, transport and destruction of PCBs are also regulated, mostly under provincial regulations.

The production of asbestos-containing products for use in Canada ceased between 1979 and 1982. The production of most non-friable products was banned within this timeframe. However, the use of asbestos products, typically derived from stockpiles, continued for years afterward, particularly non-friable products such as those likely to be present in the streetlights (i.e., textiles and gaskets). These types of products were still in use until the mid-1980s.

HRM would like a professional opinion on the degree of risk that might be associated with these PCB- and asbestos-containing materials and whether the level of risk should have a bearing on decision-making related to the streetlight acquisition.

### **PCBS**

There is potential that some of the older streetlights might have electrical equipment such as capacitors that may contain small amounts of liquid PCBs. The most likely human receptor that

might be exposed to PCBs would be an adult worker replacing the fixture. The main type of exposure would be direct dermal contact with the liquid PCB if the electrical item was damaged or corroded. The ingestion and inhalation exposure pathways would not be complete (i.e., applicable) for the human receptor in such a scenario.

Current science suggests that low-level exposures to PCBs are not likely to result in adverse health effects. Most of the data linking adverse human health effects with PCBs relate to high exposures from significant accidental releases, fires (inhalation of smoke), or long term exposure through ingestion of large amounts of certain foods (e.g., sport fish) over many years. In the case of streetlight replacement scenario, the doses, receptors and exposures would fall in a very low risk category.

## **ASBESTOS-CONTAINING MATERIALS**

Asbestos was once used in the manufacture of streetlights as a heat insulator for wiring situated close to the heat of the lamp. It was also used in braided rope form as a gasket seal on some lantern bowl-rings and on older control-box doors.

As you know, Nova Scotia has provincial regulations or guidelines related to the control of work around ACMs and for the packaging / disposal of asbestos waste. Current provincial codes of practice distinguish between friable and non-friable ACMs when assigning appropriate work practices. The term friable is applied to a material that can be readily reduced to dust or powder by hand or moderate pressure. ACMs that are friable have a much greater potential to release airborne asbestos fibres when disturbed.

The ACMs potentially found in older streetlights would be considered non-friable and therefore have a low risk of exposure. The risk would be increased if aged ACMs had deteriorated. In such a case, particles of dust from disturbed asbestos could be inhaled if precautions are not taken. Again, the most likely human receptor would be an adult worker replacing the fixture and the main type of exposure would be inhalation of asbestos dust if the insulating materials were damaged or deteriorated. There would be a very low risk of dermal and ingestion exposure if the materials were handled without gloves or proper hand cleaning.

## **DISCUSSION**

In our opinion, replacing older fixtures which may contain PCBs and/or ACMs will not result in significant risks to humans or the environment provided that commonly-used risk management measures are put in place. These measures would fall under three main categories: administrative controls (e.g., Safe Work Practices, worker awareness training), engineering controls (e.g., work site isolation, ventilation) and personal protective controls (e.g., use of respirators if necessary, gloves, etc.). Measures would be put in place and applicable to the



handling, transportation and disposal of the PCBs and ACMs. All of the controls and measures are considered normal operational practices for entities such as HRM and NSP.

Of course, ACMs and PCBs are subject to specific provincial or federal regulation and control. For instance, asbestos waste must be disposed of at an approved waste disposal site in accordance with the Asbestos Waste Management Regulations. If non-friable asbestos materials can be removed such that they remain in a non-friable state, then they would be acceptable for disposal at a Nova Scotia landfill or C&D disposal facility. It must be ensured that the receiving landfill does not conduct front end processing and that the non-friable waste must be disposed of as received. Notification must also be given to the receiving landfill prior to drop-off.

We trust that this letter meets your present requirements. Please do not hesitate to contact the undersigned should you have any questions or require any additional information.

Yours truly,

**PINCHIN LEBLANC ENVIRONMENTAL LIMITED**

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**ORIGINAL SIGNED**

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