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## INTRODUCTION

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The intent of this Guideline is to document the actions required for temporary Attachments (as defined in **Appendix “A”**) to Joint Use Utility Poles (as defined in **Appendix “A”**). It provides requirements for the User (as defined in **Appendix “A”**) from the pole owner to ensure the safety of the User, the pole owner’s employees, and members of the general public. This includes installation standards, operational requirements, and liability insurance coverage.

This Guideline is developed in accordance with the ***NB Power Rate Schedules and Policies (Effective Date: July 18, 2019; Revised: September 1, 2019)***, Section L, Use of Service, Attachment to NB Power Facilities (the “**RSP Manual**”). This Guideline is to provide:

- information requirements for the User
- acceptance criteria for the internal review and approval of a Type 2 temporary attachment to Joint Use Utility Poles (e.g. seasonal, festive or similar nature).

The definitions contained in **Appendix “A”** hereof are incorporated by reference into this Guideline.

## INSTALLATION STANDARDS & OPERATIONAL REQUIREMENTS

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Type 1 Attachments require that the User adhere to the conditions identified in the following **Type 1 Temporary Pole Attachments Guideline**, with no requirement for NB Power to approve installation.

Type 2 Attachments require the User to enter an agreement with NB Power to adhere to the standards, restrictions and process as detailed in the following **Type 2 Temporary Pole Attachments Guideline**.

Requests for powered Attachments are not reviewed for approval within this Guideline.

***Any Attachment that violates any of the Guidelines set out in this document may be removed by NB Power upon its learning of the violation. Failure by NB Power to remove, or any delay in removing, such Attachment shall not be interpreted as excusing the User from following these Guidelines, or as permission by NB Power to leave the Attachment in place.***

Poles are not designed nor intended to be used for the purpose of attaching materials to them by members of the public. Persons or organizations who do so, affix materials **at their own risk**. Any loss, injury or damage to any member of the public or any employee, agent or contractor of the pole owner that is caused or contributed to by the Attachment or means of attachment, shall be the sole responsibility of the person or organization that installed the Attachment.

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## GUIDELINE – TYPE 1 TEMPORARY POLE ATTACHMENTS

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**Type 1 Attachment** is defined as any attachment that can be installed from the ground which conforms to the shape of the pole and having no extended parts and attached using construction staples or tape or metal bands.

Type 1 Attachments shall adhere to the following Guidelines:

1. Attachment Specifications

This Type 1 Attachment is limited to standard posters or similar conforming to the surface of the pole being not larger than 61 cm (24 in) high x 42 cm (16.5 in) wide.

2. Attachment Material

Type 1 Attachments are limited to paper or plastic material.

3. Method of Attachment

i) The following methods of attachment are approved for use with Type 1 Attachments:

- Staples (ARROW T50 or similar)
- Tape
- Metal bands

ii) The following methods of attachment are **not** approved for use with Type 1 Attachments:

- Painting the pole surface
- Glue on the pole surface
- Bolts
- Nails

4. Location on Pole

i) The attachment location shall meet the following specifications:

- a) The Attachment shall not extend below 91 cm (36 in) or above 244 cm (96 in) over grade.
- b) The Attachment shall be placed on a pole surface location with no other operational obstructions such as:
  - Pole identification or ownership tags.
  - Ground wires or ground wire molding covers.
  - Metal operating handles or cables and metal guards.

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## GUIDELINE – TYPE 1 TEMPORARY POLE ATTACHMENTS, CONTINUED

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### 5. Attachment Content

The Attachment shall not:

- discriminate or advocate discrimination against any person or group of persons on grounds of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability or conviction for an offence for which a pardon has been granted;
- promote violence or terrorism;
- promote, encourage or approve of criminal activities or contravene any other laws of Canada or New Brunswick;
- contain obscene or defamatory images, words or phrases.

### 6. Installation Period

Type 1 Attachments shall not be installed on a pole for a period greater than **four (4) weeks** from the dates on initial placement. The User shall ensure the Attachment identifies the day, month and year on which they were first attached to the pole.

The User agrees to remove the material, including attachment method (e.g. staples, tape) at the end of the installation period.

### 7. Liability

NB Power does not accept liability for damages or injuries caused to the User or general public resulting from the installation or placement of Type 1 Attachments on poles, and the User agrees to indemnify NB Power for any such claims.

It is impossible for NB Power to prevent the removal or damage to Attachment by others and NB Power accepts no responsibility for the protection or maintenance of such Attachments.

Statements made or opinions expressed on Attachments are not those of NB Power. It is impractical for NB Power to continuously monitor the existence or the contents of Type 1 Attachments. Should NB Power become aware of a Type 1 Attachment that contravenes any of the Guidelines, it will remove the Attachment as soon as practicable and without notice to the person or organization responsible for the Attachment.

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## GUIDELINE – TYPE 2 TEMPORARY POLE ATTACHMENTS

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**Type 2 Attachment** is defined as any Attachment that extends from the surface of the pole or requires mechanical fasteners such as bolts or brackets. Examples are flowerpots, banners or items similar in nature.

1. Attachment Request

The User shall make all requests for Type 2 Attachments by contacting NB Power's Customer Service at 1-800-663-6272 and requesting the creation of a customer service work order for Type 2 temporary attachments.

The request must be made at least four (4) weeks in advance of the effective date. NB Power shall be notified four (4) weeks in advance of recurring installations.

2. Reviewing Requests for Approval

An NB Power Engineering representative will contact the person identified at the number provided to review the request.

Factors examined by the NB Power representative will vary by circumstance, but at a minimum will include:

- The Attachment will not extend beyond 3,28 feet pass the pole
- The Attachment shall not weigh more than 22.7 kg (50 lbs.).
- The Attachment material shall consist of paper, plastic, and/or metal.
- The Attachment shall be affixed to the Utility Pole using only mechanical fasteners being bolts, brackets, and stainless-steel bands.
- The User shall not paint or glue any portion of the pole surface.
- The Attachment shall not be placed on a pole surface location that covers or obstructs any pole identification or ownership tags, ground wires or ground wire molding covers, or metal operating handles or cables and metal guards.
- The Attachment shall not be affixed in a pole location that is in a high traffic area and susceptible to high winds where there is an increased safety risk to the general public and employees and contractors of the pole owners.
- No decorative attachments are permitted that are connected to two poles at once.

Note:

A designated NB Power Customer Service employee will visit the site and determine if the pole can be used.

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## **GUIDELINE – TYPE 2 TEMPORARY POLE ATTACHMENTS, CONTINUED**

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NB Power's decision on the proposed Attachment will be based on the condition of the pole and whether the Attachment will interfere with any other attachments, public safety, safe limits of approach, NB Power engineered standards and maintenance of the pole.

The User is solely responsible for the content of the Attachment (e.g. images, words or phrase). Permission by NB Power under this Guideline extends only to the physical characteristics of the Attachment and not to content.

However, the User shall ensure that its Attachment does not contravene the following prohibitions:

- Content that discriminates or advocates discrimination against any person or group of persons on grounds of race, national or ethnic origin, colour, religion, age, sex, sexual orientation, gender identity or expression, marital status, family status, genetic characteristics, disability or conviction for an offence for which a pardon has been granted;
- Content that promotes violence or terrorism;
- Content that promotes, encourages or approves of criminal activities or contravene any other laws of Canada or New Brunswick;
- Content that contains obscene or defamatory images, words or phrases.

Upon learning of any violation by the User of the criteria outlined in this Guideline, NB Power has the right of direct removal or can remove at the User's expense.

Final approval for the use of a Joint Use Utility Pole rests solely with NB Power.

If the request can be considered for approval, the designated NB Power Customer Service employee will forward to the User the necessary documentation specific to Type 2 Attachments, identifying the actions and agreement required from the User.

If the request is not approved, the Engineering Representative will advise the User accordingly with the rationale, offering alternatives for consideration where practical.

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## GUIDELINE – TYPE 2 TEMPORARY POLE ATTACHMENTS, CONTINUED

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### 3. Actions and Documentation required for approved requests

The User will complete the actions identified and documentation required and provided, including execution of the **Agreement for Attachments on NB Power Poles For Occasional Use** set out in **Appendix “C”**, and return it to NB Power for final review and approval.

### 4. Approving Requests on Joint Use Poles

An NB Power Provincial Engineering representative shall identify the joint pole owner and forward to the pole owner for review and joint approval a copy of the documentation provided by the User.

The specific Attachment and method of attachment will be reviewed specifically to the poles identified for acceptance by the joint use owners.

Where joint approval is provided and the pole is owned by NB Power, the Manager Provincial Field Engineering for NB Power shall sign the documentation, keep a copy, and forward the original to the User.

### 5. Installing Attachments

The User shall arrange for the installation of the Attachment by a contractor approved by NB Power.

The Attachment shall be attached as shown in Drawing STDD-25100-3005-001-DD-A, STDD-25100-3005-002-DD-A and STDD-25100-3005-003-DD-A (exhibits 1 to 3). Specific direction on the installation of the banding shall be obtained from NB Power when there are riser wires or conduits fastened to the pole.

### 6. Maintaining Attachments

The User shall always maintain the Attachment in a safe and tidy condition.

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## GUIDELINE – TYPE 2 TEMPORARY POLE ATTACHMENTS, CONTINUED

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### 7. Liability

NB Power does not accept liability for damages or injuries caused to the User or general public resulting from the installation or placement of Type 2 Attachments on poles, and the User agrees to indemnify NB Power for any such claims. The User further agrees to arrange for liability insurance outlined in Section 12 of the Type 2 Attachment Agreement set out in **Appendix “C”**.

It is impossible for NB Power to prevent the removal or damage to Attachment by others and NB Power accepts no responsibility for the protection or maintenance of such Attachments.

Statements made or opinions expressed on Attachments are not those of NB Power. It is impractical for NB Power to continuously monitor the existence or the contents of Type 2 Attachments.

Should NB Power become aware of a Type 2 Attachment that contravenes any of these Guidelines or was installed without entering into a Type 2 Attachment Agreement with NB Power, it will remove the Attachment as soon as practicable and without notice to the person or organization responsible for the Attachment.

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## APPENDIX A DEFINITIONS

**Attachment** means any object, device or apparatus attached to a Joint Use Utility Pole by any entity other than a power or communication provider having an existing Standard Service Agreement with the Joint Use Utility Pole owner.

**Effective Date** means the first date for which a Type 2 Attachment Agreement provides approval for the identified Attachment in the format **CCYY-MM-DD**.

**Joint Use Utility Pole** means a pole available for use by power and communication providers.

**User** means the party that wishes to install a temporary Attachment to an Joint Use Utility Pole

**Temporary** means any Attachment that will be installed on the pole for a period of no longer than four (4) weeks from the effective date identified.

**Type 1 Attachment** means any Attachment that can be installed from the ground which conforms to the shape of the pole having no extended parts and attached using staples or tape. The standard example is a poster or similar.

**Type 2 Attachment** means any Attachment that extends from the surface of the pole or requires mechanical fasteners such as bolts or brackets. Examples are flowerpots, banners or similar.

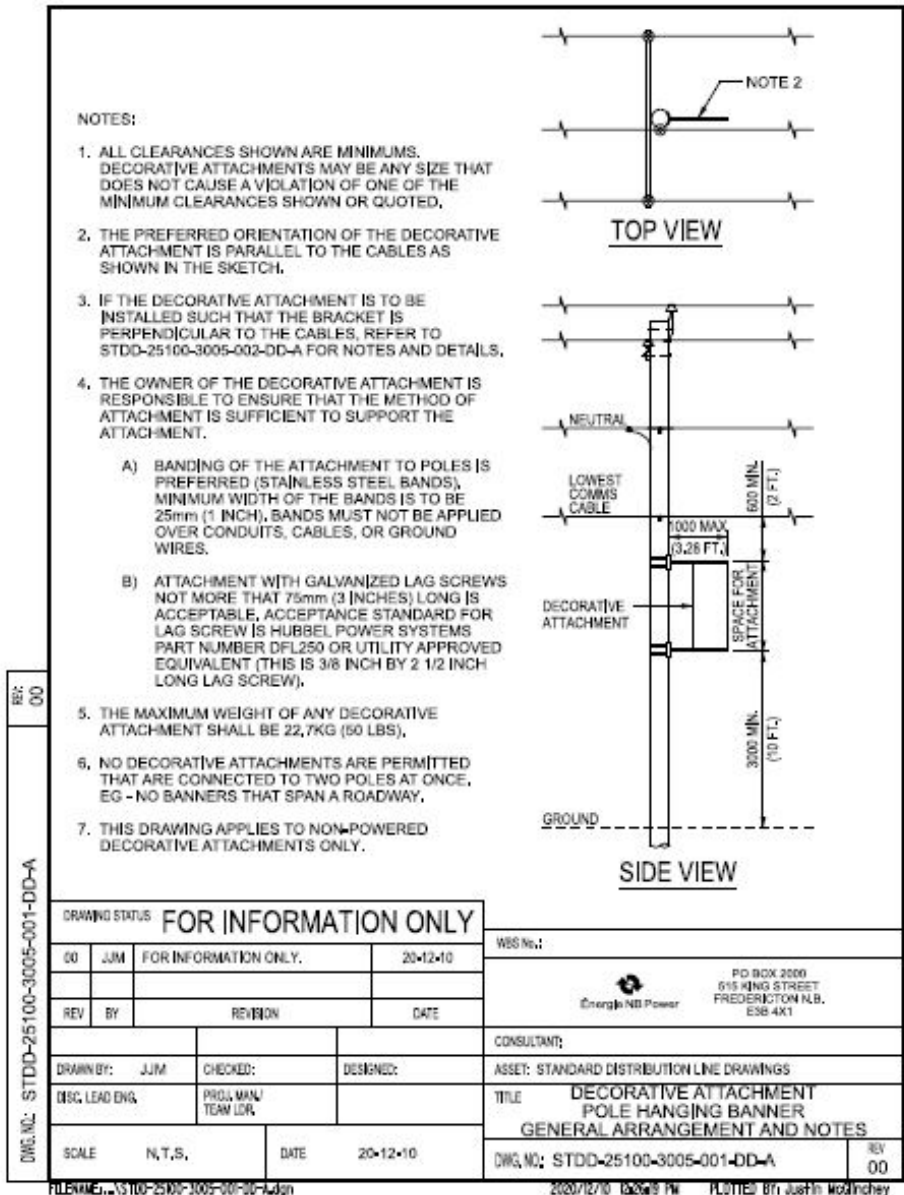
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**TEMPORARY ATTACHMENTS ON JOINT USE UTILITY POLES**

**APPENDIX B**

**EXHIBIT 1**

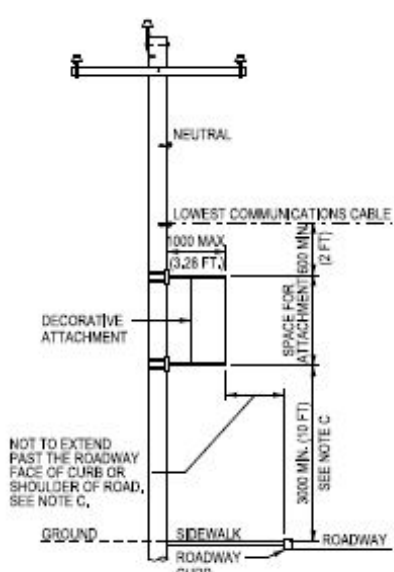



# TEMPORARY ATTACHMENTS ON JOINT USE UTILITY POLES

## EXHIBIT 2

**NOTES:**

- IF THE DECORATIVE ATTACHMENT IS TO BE INSTALLED SUCH THAT THE BRACKET IS PERPENDICULAR TO THE CABLES, THEN THE FOLLOWING RESTRICTIONS APPLY:
  - THE DECORATIVE ATTACHMENT MUST NOT PROTRUDE SUCH THAT THEY ARE LESS THAN 0.3m (1 FT) AWAY FROM THE ROAD FACE OF A CURB (INCLUDING THE SHOULDER).
  - WHERE THERE IS NO CURB, THE ATTACHMENT MUST NOT PROTRUDE INTO THE TRAVELLED ROADWAY (INCLUDING THE SHOULDER).
  - IF THE DECORATIVE ATTACHMENT PROJECTS OVER THE VEHICLE TRAVELLED SURFACE; THE MINIMUM HEIGHT FROM BOTTOM OF DECORATIVE ATTACHMENT TO THE GROUND MUST BE 4.57m (15 FT).
  - IF THE DECORATIVE ATTACHMENT IS ON THE SIDEWALK SIDE OF THE POLE, THE MINIMUM CLEARANCE OVER THE SIDEWALK MUST BE 3m (10 FT) FOR THE LOWEST POINT ON THE ATTACHMENT.



<b>DRAWING STATUS FOR INFORMATION ONLY</b>				WBS No.:	
00	JJM	FOR INFORMATION ONLY.	20-12-10	 PD BOX 2000 615 KING STREET FREDERICTON N.B. E3B 4X1	
REV	BY	REVISION	DATE		
DRAWN BY: JJM    CHECKED:    DESIGNED:				CONSULTANT:	
DISC. LEAD ENG.    PROJ. MAN / TEAM LDR.				ASSET: STANDARD DISTRIBUTION LINE DRAWINGS	
SCALE: N.T.S.    DATE: 20-12-10				TITLE: DECORATIVE POLE ATTACHMENT CURB / SIDEWALK CLEARANCE ELEVATION	
Dwg. No.: STDD-25100-3005-002-DD-A				REV: 00	#B12314

Dwg. No.: STDD-25100-3005-002-DD-A  
 FILENAME: \\S1100-25100-3005-002-00-A.dgn    2020/12/10 10:58:07 PM    PLOTTED BY: JustIn Madinhey



# TEMPORARY ATTACHMENTS ON JOINT USE UTILITY POLES

REVISION 0

PAGE 11 of 15

## EXHIBIT 3

**NOTES:**

1. ALL CLEARANCES SHOWN ARE MINIMUMS. DECORATIVE ATTACHMENTS MAY BE ANY SIZE THAT DOES NOT CAUSE A VIOLATION OF ONE OF THE MINIMUM CLEARANCES SHOWN OR QUOTED.
2. THE PREFERRED ORIENTATION OF THE DECORATIVE ATTACHMENT IS PARALLEL TO THE CABLES AS SHOWN IN THE SKETCH.
3. IF THE DECORATIVE ATTACHMENT IS TO BE INSTALLED SUCH THAT THE BRACKET IS PERPENDICULAR TO THE CABLES, REFER TO STDD-25100-3005-002-DD-A FOR NOTES AND DETAILS.
4. THE OWNER OF THE DECORATIVE ATTACHMENT IS RESPONSIBLE TO ENSURE THAT THE METHOD OF ATTACHMENT IS SUFFICIENT TO SUPPORT THE ATTACHMENT.
  - A) BANDING OF THE ATTACHMENT TO POLES IS PREFERRED (STAINLESS STEEL BANDS). MINIMUM WIDTH OF THE BANDS IS TO BE 25mm (1 INCH). BANDS MUST NOT BE APPLIED OVER CONDUITS, CABLES, OR GROUND WIRES.
  - B) ATTACHMENT WITH GALVANIZED LAG SCREWS NOT MORE THAN 75mm (3 INCHES) LONG IS ACCEPTABLE. ACCEPTANCE STANDARD FOR LAG SCREW IS HUBBEL POWER SYSTEMS PART NUMBER DFL250 OR UTILITY APPROVED EQUIVALENT (THIS IS 3/8 INCH BY 2 1/2 INCH LONG LAG SCREW).
5. THE MAXIMUM WEIGHT OF ANY DECORATIVE ATTACHMENT SHALL BE 22,7KG (50 LBS).
6. NO DECORATIVE ATTACHMENTS ARE PERMITTED THAT ARE CONNECTED TO TWO POLES AT ONCE, EG - NO BANNERS THAT SPAN A ROADWAY.
7. THIS DRAWING APPLIES TO NON-POWERED DECORATIVE ATTACHMENTS ONLY.

**TOP VIEW**

**SIDE VIEW**

DRAWING STATUS <b>FOR INFORMATION ONLY</b>			
00	JJM	FOR INFORMATION ONLY.	20-12-10
REV	BY	REVISION	DATE
DRAWN BY: JJM		CHECKED:	DESIGNED:
DISC. LEAD ENG.		PROG. MAN./TEAM LDR.	
SCALE	N.T.S.	DATE	20-12-10

		PO BOX 2000 515 KING STREET FREDERICTON N.B. E3B 4K1
CONSULTANT:		
ASSET: STANDARD DISTRIBUTION LINE DRAWINGS		
<b>TITLE</b> DECORATIVE ATTACHMENT POLE HANGING FLOWER BASKET GENERAL ARRANGEMENT AND NOTES		
DWG. NO: STDD-25100-3005-003-DD-A		REV 00

FILENAME: S110-25100-3005-003-DD-A.dgn      2021/12/10 09:02 AM      PLOTTED BY: Justin MacInchey

**TEMPORARY ATTACHMENTS ON JOINT USE  
UTILITY POLES**

**APPENDIX C  
TYPE 2 ATTACHMENT AGREEMENT**

1. SCOPE

This Agreement between the *User* (hereafter called the **User**) and New Brunswick Power Corporation (hereafter called **NB Power**) covers the installation of Type 2 Attachments (as defined in the T&D Guideline entitled "*Temporary Attachments On Joint Use Utility Poles*") on NB Power distribution poles along ABC Street.

2. DEFINITIONS

**Attachment** means a bracket, banner, flowerpot or similar item affixed to an NB Power distribution pole by a User.

**Banner** means a rectangle piece of fabric measuring approximately a" x b" which hangs between two brackets which are attached to the NB Power pole.

**Bracket** means a metal base which is banded to the pole from which a removable metal or fibreglass pipe approximately y" long by z" in diameter extends which has attachments for the banner or flowerpot.

**Effective Date** means the start date of this Agreement, which is CCYY-MM-DD.

3. SELECTION OF SUITABLE POLES ON WHICH TO INSTALL ATTACHMENTS

When the User wishes to install an Attachment on an NB Power distribution pole, it shall submit a customer service request for designated NB Power employees to visit the site and determine if the pole can be used, as per **Guideline - Type 2 Temporary Pole Attachments**. Final approval for the use of a pole rests solely with NB Power.

Each pole which is acceptable for installation for an Attachment is shown on the drawing attached to this Agreement as Exhibit 1.

NB Power shall be notified no less than four (4) weeks in advance of recurring installations.



## TEMPORARY ATTACHMENTS ON JOINT USE UTILITY POLES

REVISION 0

PAGE 13 of 15

### 4. INSTALLATIONS AND MAINTENANCE OF ATTACHMENT

The User shall arrange for the installation of the Attachment by a contractor approved by NB Power. The bracket, banner or flowerpot shall be attached as shown in Drawing STDD-25100-3005-001-DD-A, STDD-25100-3005-002-DD-A and STDD-25100-3005-003-DD-A (exhibits 1 to 3). Specific direction on the installation of the banding shall be obtained from NB Power when there are riser wires or conduits fastened to the pole.

The User shall always maintain the Attachment in a safe and tidy condition.

### 5. DESIGN OF ATTACHMENT

The design of the Attachment shall be as shown in Exhibit 3. A certified analysis report may be required by NB Power associated with existing pole strength, maximum expected pole loading, and/or bracket attachment method. Such report shall be obtained at the expense of the User.

### 6. RIGHT OF WAY FOR ATTACHMENT

NB Power gives no warranty of permission from municipalities for the use of the NB Power poles. If an objection is made and the matter cannot be resolved satisfactorily, the municipality shall remove the Attachment immediately at the User's expense.

### 7. MAINTENANCE OF POLES

From time to time it will be necessary for NB Power to work on the poles or to replace them. If the Attachment create a hazard or an obstruction during this work, NB Power will remove them, and the User must re-install them at its own expense. NB Power agrees to make reasonable efforts not to harm the Attachment but will not be held liable in case of damage.

### 8. TERMINATION OF THE USE OF A POLE OR POLES FOR ATTACHMENT

Nothing in this Agreement shall be considered a restriction on the right of NB Power to require an Attachment to be removed from any pole at any time. When NB Power notifies the User of such a requirement, the User shall remove the Attachment immediately at its own expense. Should the User not remove the Attachment within the time period specified by NB Power, it is agreed that NB Power may remove the Attachment and recover all associated costs from the User.



## TEMPORARY ATTACHMENTS ON JOINT USE UTILITY POLES

REVISION 0

PAGE 14 of 15

### 9. LICENSE FEES

Initially there shall be no Attachment license fees, but NB Power reserves the right to establish such fees as it may choose at any time upon giving reasonable notice to the User. The license fee is independent of any make-ready costs or required permits associated with the installation of the Attachment which shall be at the full cost and expense of the User.

### 10. EXISTING RIGHTS OF OTHER PARTIES

If NB Power has granted rights or privileges to others not party to this Agreement to use any of the poles selected for Attachment, nothing herein shall be construed as affecting such rights or privileges.

### 11. ASSIGNMENT OF RIGHTS

The User may not assign any of its rights or interests covered by this Agreement to any other party without written consent from NB Power. Nothing contained herein shall limit the right of NB Power to grant to other parties the right to place the Attachment on the poles.

### 12. INSURANCE

The User and any contractors retained by it for the purposes of installation and maintenance of the Attachment shall at all times during the term of this Agreement indemnify and save harmless NB Power from and against all claims, demands, losses, costs, damages, actions, suits or proceedings by whomsoever made, brought or prosecuted in any manner based upon, occasioned by or attributable or caused by or arising out of directly or indirectly any actions of the User or its contractors that are authorized pursuant to this Agreement or any omission to perform any obligations set out herein. The obligations to indemnify NB Power shall survive any termination of this Agreement and maintain in force a Comprehensive General Liability Insurance Policy naming NB Power as an additional insured with a minimum limit of two million dollars (\$2,000,000) inclusive of bodily injury and property damage for any one occurrence. Prior to the approval of any Attachment or renewal, the User shall furnish to NB Power a certificate of such insurance and for renewal thereof, so long as this Agreement remains in force. NB Power shall not be responsible for the payment of any premium with respect to any such insurance, which is the sole responsibility of the User.

The User must file with NB Power, no later than 14 days before the Attachment is installed, a "Certificate of Insurance" for the User and also one for their contractor meeting the above requirements with NB Power being named "additional insured" by added endorsement.



**TEMPORARY ATTACHMENTS ON JOINT USE  
UTILITY POLES**

13. TERM OF AGREEMENT

This Agreement shall be in force from the Effective Date and expire on a date that is no greater than **four (4) weeks later**, or such other date as agreed to by the parties. Upon termination of this Agreement, the User shall remove all Attachments from the poles by the termination date.

For the User

\_\_\_\_\_  
Printed name and title  
(precise legal name of person signing)

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date

For NB Power

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Printed name and title

\_\_\_\_\_  
Signature

\_\_\_\_\_  
Date