

Cobden Hydro-Electric Commission

By-law Number 1986-1

Being a by-law to authorize the signing of the amendment to the agreement between the Cobden Hydro-Electric Commission and Champlain Cablevision Co. Ltd.


Whereas the Cobden Hydro-Electric Commission has entered into an agreement with Champlain Cablevision Co. Ltd. with regards to the pole rental for their cablevision cable.

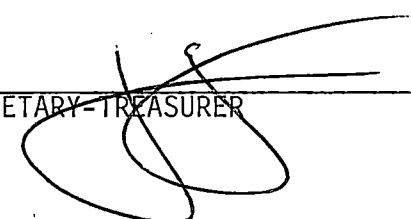
And Whereas it is deemed expedient to amend this agreement in order to amend the pole rental rate structure.

Now Therefore the Cobden Hydro-Electric Commission enacts as follows:

1. The Cobden Hydro-Electric Commission is hereby authorized to amend the agreement with Champlain Cablevision Co. Ltd., in the form annexed hereto as Schedule "A".
2. That the Chairman and Secretary-Treasurer be and they are hereby authorized to execute the said amendment, a copy of which is attached hereto, as Schedule "A" and any other documents necessary to carry out the intention of the parties.
3. This by-law shall be effective from the day it is adopted.

Read a First, Second and Duly Passed Upon The Third Reading This
8th Day of July 1986.


CHAIRMAN


SECRETARY-TREASURER

SUPPLEMENTARY AGREEMENT TO AGREEMENT FOR
LICENSED OCCUPANCY OF POWER UTILITY DISTRIBUTION POLES

This Supplementary Agreement made this day
of , 1986, but effective as of the 1st day of
January, 1986.

BETWEEN:

COBDEN HYDRO SYSTEM
Hereinafter called "the Owner"
OF THE FIRST PART

- AND -

CHAMPLAIN CABLE COMPANY LTD.
Hereinafter called "the Licensee"
OF THE SECOND PART

WHEREAS the parties hereto entered into an Agreement
for licensed occupancy of Power Utility Distribution Poles which was
effective as of the 1st day of January, 1983;

AND WHEREAS said Agreement has been renewed from time
to time;

AND WHEREAS it is deemed desirable to make an amendment
to Article 15.06 of said Agreement;

AND WHEREAS it is deemed desirable to provide and up-date
the schedule "B" of said Agreement to provide for pole rental for
1986.

AND WHEREAS all of the other terms and conditions of said Agreement are to remain unchanged and in full force and effect.

NOW THEREFORE WITNESSETH THAT IN CONSIDERATION of the premises, the mutual covenants and agreements and other consideration, the parties hereto agree as follows:

1. Article 15.06 of the aforementioned agreement between the parties is deleted and the following is substituted therefor:

15.06 The Pole Rental Rate for any given year shall be determined in November of the previous year, by increasing the previous year's pole rate by 1/2 of the Annual Percentage increase of the October cost of living index reported for Toronto. In formula format, this will be:

Given year rate = r2
Previous year rate = r1
Given year COLI 2
Previous year COLI 1

$$r2 = r1 \left[1 + \frac{\text{COLI } 2 - \text{COLI } 1}{2 \text{ COLI } 1} \right]$$

This rate shall be applicable to the cablevision cable which is directly attached to the Owners pole. Also, the cable which is not directly attached to the Owners pole, shall be subject to the regular pole rental rate less the cost per strand charged by Bell Canada. This cost per strand charged by Bell Canada to Champlain Cablevision shall be confirmed in writing to the Owner in order that they may calculate the correct rate.

The following payments for the year 1986 shall be added to Schedule "B" of the aforementioned agreement.

January 1, 1986 to December 31, 1986, \$7.90 per pole per annum.

All other terms and conditions of the aforementioned Agreement shall remain in full force and effect.

IN WITNESS THEREOF the parties hereto have caused this Agreement to be executed on the day and year first above written.

Cobden Hydro System

Assistant Secretary Treasurer

Champlain Cable Co.

Director

Cobden Hydro-Electric Commission

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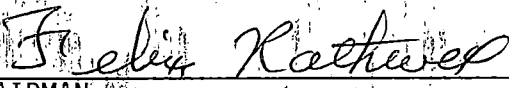
Whereas the Cobden Hydro-Electric Commission has entered into an agreement with Champlain Cablevision Co. Ltd. with regards to the pole rental for their cablevision cable.

And Whereas it is deemed expedient to amend this agreement in order to amend the pole rental rate structure.

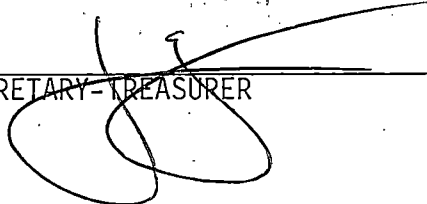
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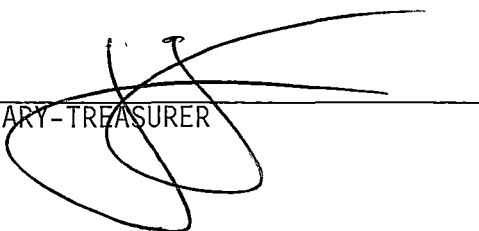
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