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March 5, 2008

VIA E-MAIL (rule@puc.nh.gov) AND REGULAR MAIL
Donald Kreis, Esq., General Counsel
New Hampshire Public Utilities Commission
21 South Fruit St., Suite 10
Concord, NH 03301-2429

Re: Docket No. DRM 08-004

Dear Attorney Kreis:

I. Introduction.

Thank you for the opportunity to participate in the technical session on February 27, 2008, seeking public comments on the interim pole attachment rules adopted by the Public Utilities Commission ("PUC"), Puc 1301.01-1305.01. Our office has represented several municipalities in both the PUC's pole docket, DM 05-172, and the Verizon-FairPoint transfer docket, DT-07-011. Municipalities have a number of concerns regarding poles and conduits in the public right-of-way, and we are pleased to provide their perspective on these rules.

First, municipalities are the entity that grants permits or licenses for the location of poles and conduits in the public right-of-way on municipal streets or roads, pursuant to RSA 231:161. Municipalities may also amend the terms of a pole license, based on a petition, when the "public good" so requires, pursuant to RSA 231:163. Municipalities have a variety of concerns with regard to construction, maintenance and emergency management for the facilities located in the public rights-of-way. Municipalities have amended pole licenses when

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the "public good" requires, to require the payment of properly assessed property taxes and to reserve space on poles for governmental purposes.

Second, many municipalities have existing attachments to poles for governmental purposes, including emergency management, fire and police communications, and other municipal functions. These attachments exist pursuant to either provisions included in the licenses granted by the municipalities, or pursuant to long-standing historical practice with the pole owners. This practice is also reflected in the Intercompany Operating Agreements between electric and telephone companies who own poles jointly or use them jointly. See Intercompany Operating Agreement attached hereto as Exhibit A.

In some towns, municipal facilities are traditional, single strand, copper alarm wire for police and fire. In other communities, the traditional copper wire has been over-lashed or replaced with messenger strand and fiberoptic cable, to discharge 21st century emergency management functions. Most municipalities maintain such attachments to the poles without paying attachment fees to the pole owners, pursuant to explicit or tacit agreement with the pole owners. In other communities, municipalities have executed attachment agreements for municipal facilities on the poles and pay attachment fees to the pole owners. For the purposes of these comments on the proposed rules on pole attachments, the municipal facilities on poles discussed do not provide telecommunications services to the public but are for governmental purposes only.

This letter will cover the first topic of conversation in the technical session on February 27th, concerning whether the PUC has jurisdiction over municipalities as attaching entities, pursuant to RSA 374:34-a.

II. Summary.

The interim rules, providing broad jurisdiction over persons with facilities attached to poles, or seeking to attach facilities to poles, are correct. Puc 1301.02 currently provides that it applies to public utilities and "other persons with facilities attached to such poles, or seeking to attach facilities to such poles." Puc 1301.02(b). This is an accurate statement of the jurisdiction granted to the PUC, pursuant to RSA 374:32-a. This inclusive jurisdiction is consistent with the language of the statute itself, as well as sound public

policy. The legislative history of that statute (comparing the original language with the language eventually passed by the Legislature) also supports this statement of jurisdiction. Finally, a contrary reading would require deleting or ignoring portions of the statute included by the Legislature, which is inconsistent with New Hampshire rules of statutory construction. For all these reasons, we recommend that the PUC continue broad jurisdiction over all pole attachments in its administrative rules, implementing the New Hampshire Pole Attachment Act, RSA 374:34-a.

III. Discussion.

A. The Plain Meaning of the Statute Confers Jurisdiction Over Municipalities and Other Parties Seeking Pole Attachments.

RSA 374:34-a, "Pole Attachments" provides as follows:

I. In this subdivision, a "pole" means any pole, duct, conduit, or right-of-way that is used for wire communications or electricity distribution and is owned in whole or in part by a public utility, including a rural electric cooperative for which a certificate of deregulation is on file with the commission pursuant to RSA 301:57.

II. Whenever a pole owner is unable to reach agreement with a party seeking pole attachments, the commission shall regulate and enforce rates, charges, terms, and conditions for such pole attachments, with regard to the types of attachments regulated under 47 U.S.C. § 224, to provide that such rates, charges, terms, and conditions are just and reasonable. This authority shall include but not be limited to the state regulatory authority referenced in 47 U.S.C. § 224(c).

III. The commission shall adopt rules under RSA 541-A to carry out the provisions of this section, including appropriate formula or formulae for apportioning costs.

IV. In exercising its authority under this subdivision, the commission shall consider the interests of the subscribers and users of the services offered via such attachments, as well as the interests of the consumers of any pole owner providing such attachments.

V. Nothing in this subdivision shall prevent parties from entering into pole attachment agreements voluntarily, without commission approval.

VI. Any pole owner shall provide nondiscriminatory access to its poles for the types of attachments regulated under this subdivision. A pole owner may deny access to its poles on a nondiscriminatory basis where there is insufficient capacity and for reasons of safety, reliability, and generally applicable engineering purposes.

VII. The commission shall have the authority to hear and resolve complaints concerning rates, charges, terms, conditions, voluntary agreements, or any denial of access relative to pole attachments.

The statute, at ¶ II, is broadly worded, to grant the PUC jurisdiction "[w]henever a pole owner is unable to reach agreement with a party seeking pole attachments" RSA 374:34-a,II. The next phrase of that paragraph refers back to that broad grant of authority, stating, "the commission shall regulate and enforce rates, charges, terms, and conditions for such pole attachments" RSA 374:34-a,II. The phrase, "such pole attachments," refers specifically back to the pole attachments sought by "a party" in the beginning clause of that sentence. There is no limitation on who those parties might be, whether they are telecommunications providers, cable television operators or a municipality with municipal facilities on the poles.

The next phrase of the paragraph deals with "the types of attachments regulated under 47 U.S.C. § 224 ..." (emphasis supplied). The Federal Pole Attachment Act, 47 U.S.C. § 224, defines "pole attachments" narrowly, limiting it to "any attachment by a cable television system or provider of telecommunications services to a pole, duct, conduit, or right-of-way owned or controlled by a utility." 47 U.S.C. § 224(a)(4). The phrase "telecommunications services" is defined as follows: "The term "telecommunications service" means the offering of telecommunications for a fee directly to the public, or to such classes of users as to be effectively available to the public, regardless of the facilities used." 47 U.S.C. § 153(46). Therefore, the federal pole attachment act limits the Federal Communication Commission's (FCC) jurisdiction to only pole attachments by cable television systems or providers of telecommunications services.

The U.S. Supreme Court has interpreted the jurisdiction of the FCC under the Federal Pole Attachment Act broadly, to allow it to set just and reasonable rates for attachments, for internet services commingled with cable television services, even though there is no jurisdiction explicitly granted to the FCC in that law to set rates for pole attachments for internet services. National Cable & Telecommunications Association, Inc. v. Gulf Power Co., et al, 534 U.S. 327 (2002). The Supreme Court noted that the key consideration in the federal law is the identity of the attacher. If the attacher is "a cable television system or provider of telecommunications services," 47 U.S.C. § 224(a)(4), then the FCC has jurisdiction to set just and reasonable rates, regardless of the fact that a later section of the Federal Pole Attachment Act specifies only rates for attachments, "by a cable television system solely to provide able service," 47 U.S.C. § 224(d)(3), or "by telecommunications carriers to provide telecommunications services," 47 U.S.C. § 224(e)(1). Similarly, the New Hampshire law also has a broad mandate to the PUC to adjudicate disputes between pole owners and "a party seeking pole attachments."

The New Hampshire Legislature did not limit jurisdiction to "only those attachments regulated under 47 U.S.C. § 224 or only those attachments by cable television or telecommunications services providers ..." but rather to the "types of attachments" regulated by the federal act. It did not in any way limit jurisdiction over the attaching entities, as the federal act does. Municipal alarm wire and fiberoptic cable used for governmental purposes are "the types of attachments" regulated by federal law, as opposed to seasonal displays, flags and other things attached to poles. See FCC Consolidated Partial Order on Reconsideration, In the Matter of Amendment of Rules and Policies Governing Pole Attachments, and In the Matter of Implementation of § 703(e) of the Telecommunications Act of 1996, FCC 01-170, at p. 31.

In addition, all of paragraph II in RSA 374:34-a is not limited to only the "types" of attachments regulated under the Federal Pole Attachment Act. Instead, that limitation applies only to the last phrase of that sentence, "to provide that such rates, charges, terms and conditions are just and reasonable." This does not take away from the PUC's jurisdiction to regulate more broadly the rates, charges, terms, and conditions for pole attachments of "a party seeking pole attachments," and confirms that this jurisdiction is intended to be broad.

To the extent there is any ambiguity in the New Hampshire law, the PUC has authority to "fill in details to effectuate the purpose of the statute." Kimball v. N.H. Bd. of Accountancy, 118 N.H. 567, 568 (1978). The U.S. Supreme Court likewise recognizes this principle of deference to an administrative agency's reasonable rules, especially in areas where the subject matter is technical and complex. NCTA v. Gulf Power, supra. This is just such a situation.

B. The Statute Explicitly Grants the PUC Broader Jurisdiction Than the Federal Pole Attachment Act.

The final sentence of ¶ II in RSA 374:34-a explicitly grants the PUC broader authority than that granted to the FCC by the Federal Pole Attachment Act: "This authority shall include but not be limited to the state regulatory authority referenced in 47 U.S.C. § 224(c)." Although 47 U.S.C. § 224(a)(4) limits the pole attachments over which the FCC has jurisdiction, to those sought by a cable television system or a provider of telecommunications services, the New Hampshire Legislature indicated that the PUC's jurisdiction is not so limited.

C. Public Policy Supports PUC Jurisdiction Over Municipal and Other Pole Attachments.

The New Hampshire statute granting New Hampshire PUC jurisdiction over pole attachments would provide a local, convenient, speedy and cost-effective forum for resolving disputes about pole attachments in the State of New Hampshire. There is no indication that the New Hampshire Legislature intended to exclude municipalities from those parties seeking pole attachments, who may, under the new law, avail themselves of this more convenient and cost-effective forum. As a practical matter, municipalities have a right to be on the poles, either pursuant to explicit language in the pole licenses, or through longstanding practice, often dating back as much as 100 years, for use of municipal space on the poles for governmental purposes, such as fire or police alarm wire. This practice is recognized in the pole owners' Intercompany Operating Agreements. See, e.g., Exhibit A, Granite State Electric d/b/a National Grid, Agreement with New England Telephone and Telegraph Company, at page 2.

Traditionally, the tops of most poles have had electrical facilities. The top of the communication space, located generally 40 inches below the electric facilities, has

traditionally been reserved for municipal facilities, and the remainder of the telecommunications space is located below that. To carve out the 1-foot space on the pole occupied or reserved for municipal facilities, while allowing the other 34 or so feet of the pole to be subject to the jurisdiction of the PUC, makes no public policy sense.

Finally, some New Hampshire municipalities have executed pole attachment agreements with pole owners and currently pay fees for the municipal attachments. There is no reason in the law to single out and exclude them from PUC jurisdiction, while others with pole attachment agreements may avail themselves of the jurisdiction of the PUC to resolve disputes.

Emergency communications and other municipal communications have become more important in recent years. Refusing municipalities the forum of the PUC to resolve any concerns about municipal attachments requires both the municipalities and the pole owners to go to a more costly and less experienced forum, such as federal or state court, to resolve the disputes.

D. Legislative History Indicates Legislative Intent for Broad Jurisdiction for the PUC on Pole Attachments.

Attached as Exhibit B is a copy of SB 123 from 2007 as introduced, the bill that became the new RSA 374:34-a. A review of the bill as introduced indicates that it began with a narrow definition of "pole attachment" in RSA 374:34-a,II, limiting the phrase only to attachments by cable or telecommunications carriers. In addition, the bill as introduced at RSA 374:34-b explicitly limited the jurisdiction of the PUC to only disputes about attachments of public utility and cable and telecommunication carriers, or associations of cable and telecommunication carriers.

Both of those provisions were dropped from the bill as passed by the New Hampshire Legislature. Instead, the Legislature passed a much broader statement of jurisdiction, granting the PUC the right to regulate and enforce rates, charges, terms and conditions for pole attachments sought by "a party seeking pole attachments." RSA 374:34-a. The proposed section limiting jurisdiction in RSA 374:34-b was dropped altogether. The statute as enacted does not limit the entities allowed to avail themselves of the PUC forum. Had the Legislature wished to exclude municipalities or other attachers

and keep the jurisdiction more narrow, it could have done so by retaining the language as originally proposed.

In addition, it is clear from the language of the statute as passed by the Legislature, that the Legislature was aware of the provisions of the Federal Pole Attachment Act. The grant of authority to the FCC in the federal law is similar, but not identical, to the grant of jurisdiction to the PUC under the state law. 47 U.S.C. § 224(b) provides as follows: "(1) Subject to the provisions of § (c) of this section, the [FCC] shall regulate the rates, terms, and conditions for pole attachments to provide that such rates, terms, and conditions are just and reasonable, and shall adopt procedures necessary and appropriate to hear and resolve complaints concerning such rates, terms, and conditions." As noted above, the Federal Pole Attachment Act at 47 U.S.C. § 224(a)(4) defines "pole attachment" narrowly. Instead, the New Hampshire law provides, very broadly and generally, at the beginning of the paragraph dealing with the grant of authority to the PUC: "Whenever a pole owner is unable to reach agreement with a party seeking pole attachments, the commission shall regulate and enforce rates, charges, terms and conditions for such pole attachment"

Had the Legislature wanted to limit the PUC's jurisdiction to that of the FCC, in other words, covering only pole attachments by cable television systems or providers of telecommunications services, it would not have included the first phrase of that paragraph, and, instead, would have copied directly from the Federal Pole Attachment Act, including the limitation in that statute on the definition of "pole attachment." Because the Legislature chose not to do so and, in fact, rejected an earlier draft that had a narrow limitation on the definition of pole attachment and narrow jurisdiction for the PUC, the Legislature made a deliberate choice to grant the PUC broader jurisdiction over pole attachments than the Federal Pole Attachment Act grants to the FCC.

E. The Contrary Reading Requires Deletion of Some Statutory Language.

Several representatives of electric and telecommunications companies at the technical session on February 27, 2008, criticized the current interim rules of the PUC for granting jurisdiction to municipalities and other "parties seeking attachments." To achieve the interpretation

advocated by those opponents of the current interim rule, one would need to leave out of the statute the phrase "for such pole attachments." As noted above, the initial clause of ¶ II in RSA 374:34-a provides broadly that the PUC has jurisdiction over a pole owner and "a party seeking pole attachments" when they are unable to reach an agreement. To limit that jurisdiction to only those types of attachments covered by the Federal Pole Attachment Act would require eliminating that earlier phrase, and eliminating the phrase "for such pole attachments," which references back to that broad authority.

The New Hampshire Supreme Court has indicated that the Legislature "is not inclined to 'waste its words.'" Glick v. Town of Ossipee, 130 N.H. 643, 645 (1988). In fact, the Supreme Court looks carefully at the language and the construction of a statute in interpreting its meaning:

"In seeking to determine the intent of the Legislature regarding a statute, we will consider the language and structure of the statute. Appeal of Public Service Co. of New Hampshire, 125 N.H. 46, 52 (1984) (citation omitted). A widely accepted rule of statutory construction is "... to read, and examine the text of a statute and to draw inferences concerning its meaning from its composition and structure." State v. Flynn, 123 N.H. 457, 462 (1983). "This court ascribes to statutory words and phrases their usual and common meaning, unless the statute itself suggests otherwise." Id. (quoting Silva v. Botsch, 120 N.H. 600, 601 (1980).)

Id. at 645 - 646.

In order to exclude municipalities and other "party[ies] seeking pole attachments" from jurisdiction by the PUC, one would need to delete the phrases inconsistent with limiting the PUC's jurisdiction, and read in limitations on its jurisdiction similar to that of the FCC under the Federal Pole Attachment Act. The Legislature did not choose to do so and, in fact, included broader language and referenced that language specifically within the statute in granting the Commission authority to "regulate and enforce rates, charges, terms, and conditions for such pole attachments" RSA 374:34-a, II.

It is not inconsistent to find that those types of pole attachments regulated by the FCC pursuant to 47 U.S.C. § 224, "such rates, charges, terms, and conditions" must be just and

reasonable. To do otherwise would be to create an internal inconsistency within the statute. In general, the New Hampshire Supreme Court strives to interpret statutes to be consistent rather than contradictory. "This is consistent with the view that statutes should not be interpreted to produce illogical results, as would be the case here, if we accepted the view of [the opponents]." Foster v. Town of Henniker, 132 N.H. 75, 82 (1989) (citations omitted).

F. PUC Rules Governing Parties Seeking Pole Attachments Would Not Grant Municipalities Any Additional Rights.

At the technical session, representatives of pole owners expressed concern that, if the PUC exercised jurisdiction over municipalities that have or seek pole attachments, it would somehow grant municipalities rights to be on poles that they do not already have. This is incorrect. Municipalities already have the right to attachments for governmental purposes on many poles, due to either explicit agreements with the pole owners, in pole licenses or pole attachment agreements, or due to historical practice, through long-standing use of space reserved for municipal purposes on poles, as referenced in the Intercompany Operating Agreement, Exhibit A, at p.2. PUC rules that would permit the Commission to adjudicate disputes between pole owners and municipalities, with or seeking pole attachments, would not create an independent legal basis for municipal attachments. Rather, the rules would merely provide a convenient and speedy forum for the resolution of disputes, which would be in everyone's interest: pole owners, municipalities, taxpayers and rate payers alike.

IV. Conclusion.

For all the above reasons, on behalf of the municipalities involved in the PUC Pole Docket and the Verizon-FairPoint Docket, we ask the PUC to retain in the regular rules to be promulgated the current language allowing the PUC to adjudicate matters involving pole attachments in New Hampshire, specifically, Interim Rule PUC 1301.02(b), applying the rules to "other persons with facilities attached to such poles, or seeking to attach facilities to such poles." We look forward to seeing the proposed new rules and working with you further on this issue. Please contact our office if you have any questions or concerns.

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Very truly yours,

DONAHUE, TUCKER & CIANDELLA, PLLC

A handwritten signature in cursive script, reading "Katherine B. Miller dlc", is written over a circular embossed or stamped seal. The signature is in dark ink.

Katherine B. Miller
kmiller@dtclawyers.com

KBM/dlc

Enclosures (Exhibits A and B)

cc: Robert D. Ciandella, Esq.
Service List

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EXHIBIT A

NHPUC 1-22

Request:

Please provide copies of all documents in your possession which contain any internal written procedures or protocols, or any agreements, understandings or contracts between and among pole owners and/or between and among pole owners and attachees. The response should include joint pole agreements and inter-company operating procedures.

Response:

Attached to this response are Exhibits 1-22A, 1-22B, 1-22C and 1-22D, representing joint pole agreements and inter-company operating procedures and their respective amendments.

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III. "Pole attachment" means any attachment to surplus space, or use of excess capacity, by a cable and telecommunications carrier for a wire communication system on or in any support structure located on or in any right-of-way or easement owned, controlled, or used by a public utility.

IV. "Rearrangements" means work performed, at the request of a cable television corporation, to, on, or in an existing support structure to create such surplus space or excess capacity as is necessary to make it usable for a pole attachment. When an existing support structure does not contain adequate surplus space or excess capacity and cannot be so rearranged as to create the required surplus space or excess capacity for a pole attachment, "rearrangements" shall include replacement, at the request of a cable and telecommunications carrier, of the support structure in order to provide adequate surplus space or excess capacity.

V. "Support structure" includes, but is not limited to, a utility pole, anchor, duct, conduit, manhole, or handhole.

VI. "Surplus space" means that portion of the usable space on a utility pole which has the necessary clearance from other pole users, as required by the orders and rules of the public utilities commission, to allow its use by a cable and telecommunications carrier for a pole attachment.

VII. "Usable space" means the total distance between the top of the utility pole and the lowest possible attachment point that provides the minimum allowable vertical clearance.

374:34-b Terms, Conditions, and Costs. Whenever a public utility and a cable and telecommunications carrier or association of cable and telecommunications carrier are unable to agree upon the terms, conditions, or annual compensation for pole attachments or the terms, conditions, or costs of rearrangements, the commission shall determine just and reasonable rates, charges, terms, and conditions for pole attachments.

2 Effective Date. This act shall take effect 60 days after its passage.

Certain of the basic contractual provisions of this Agreement are not set forth in the body of the Agreement, but are set forth with operational or administrative procedures in Intercompany Operating Procedures (IOP's). IOP's in effect at any time shall be attached hereto and shall be a part of this Agreement. The IOP's in effect or taking effect upon the effective date of this Agreement are listed in Appendix A attached hereto.

The provisions of IOP's in effect at any time shall be subject to review upon the written request of either company given to the other. Amendments to IOP's including elimination of any effective IOP's or addition of new IOP's, shall be made effective by written instrument signed on behalf of each company by a duly authorized officer of such company or by some other duly authorized representative designated herein or by written notice to the other company.

Work
Responsibility

Article 4: The placing of new Jointly Owned poles, guys, and anchors, and the replacing, relocating or removing of existing Jointly Owned poles, guys, and anchors shall be divided equitably between the companies. The work performed by each company shall be subject to mutual agreement, in writing, as set forth in attached Intercompany Operating Procedures (IOP's).

Construction
Standards

Article 5: All construction in connection with the joint ownership of poles, guys, and anchors covered by this agreement shall conform to the latest edition of the National Electrical Safety Code and all applicable New Hampshire codes or to the requirements of either party, whichever may be the more stringent.

Usual Joint
Pole

Article 6: The usual joint pole under this agreement is a 35 foot pole, as described by the American National Standards Institute Specification - 05.1. It is not the intent, however, to preclude the use of poles of greater or lesser length or strength than the usual pole to meet the minimum requirements of the parties hereto and the specifications mentioned in Article 5.

Municipal
Space

Article 7: Upon each of the poles covered by this Agreement, a reasonable amount of space shall, if so desired by municipal authorities or deemed desirable by the parties hereto, be reserved for the municipal fire alarm and police signal wires or cables, owned by the municipality and used exclusively for municipal purposes.

Attachments

Article 8: Each company shall place and maintain its attachments in accordance with the requirements of Article 5. Where temporary construction by one company on Joint Ownership Poles does not conform thereto, and is unsafe or unrestrictive to the other company in its operations, that company will cooperate with the other company in correcting the unsafe conditions or restrictions. Each company shall do the work of placing, maintaining, transferring and relocating its own attachments, even though the company may be required by the terms of this Agreement to pay placing, transferring and relocating costs.

Electrical
Interference

Article 9: All supply and communication circuits and their connected apparatus shall be constructed, operated and maintained to avoid or minimize electrical interference by one company with the other. Where such interference is experienced, those measures shall be applied which will most conveniently and economically avoid or minimize the interference.

Payment of
Taxes

Article 10: In case any tax, fee and governmental charge is levied or assessed upon the jointly owned property covered by this Agreement, the same shall be divided in accordance with each company's ownership interest; provided, however, that any tax, fee and governmental charge levied or assessed upon said property solely as Telephone property shall be paid by the Telephone Company and any tax, fee and governmental charge levied or assessed upon said property solely as electrical property shall be paid by the Electrical Company.

Bills and
Payment for
Work

Article 11: Upon the completion of work performed by either company, the expense of which is to be borne wholly or partially by the other company, the company performing the work shall within a reasonable period after its completion render to the other company an itemized statement of charges showing the cost of same, and such charges if found correct, shall be promptly paid.

Existing
Rights of
Other Parties

Article 12: If either of the companies hereto has, prior to the execution of this Agreement, conferred upon others not parties to this Agreement, without the written consent of other company by contract or otherwise, rights or privileges to use any poles covered by this Agreement nothing herein contained shall be construed as affecting, said rights or privileges, and either party hereto shall have the right, by contract or otherwise, to continue and

extend such existing rights or privileges: it being expressly understood, however, that for the purpose of this Agreement, the attachments of any such outside party, except fire and police signal attachments of municipality, other public authority, or contracts executed by both the companies hereto shall be treated as attachments belonging to the grantor, and the rights, obligations and liabilities hereunder of the grantor in respect to such attachments shall be the same as if it were the actual owner thereof.

Assignment of
Rights

Article 13: Except as otherwise provided in this Agreement, neither company hereto shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the jointly owned poles and anchors or the attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other party; provided, however, that nothing herein contained shall prevent or limit the right of either company to mortgage any or all of its property, rights, privileges and franchises, or to lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such company, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage, or in case of such lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided, further, that subject to all of the terms and conditions of this Agreement, either company may permit any corporation conducting a business of the same general character as that of such company and owned, operated, leased and controlled by it, or associated or affiliated with it in interest, or connected with it, the use of all or any part of the space reserved hereunder on any pole covered by this Agreement, for the attachments used by such company in the conduct of its said business; and for the purpose of this Agreement, all such attachments maintained on any such pole by the permission as aforesaid of either company hereto shall be considered as the attachments of the company granting such permission, and the rights and obligations and liabilities of such company under this Agreement, in respect to such attachments, shall be the same as if it were the actual owner thereof.

Liability
and
Damages
Whether
not J.O.

Article 14: Whenever any liability is incurred by either or both of the parties hereto for damages for injuries to the employees or for injury to the property of either company, or for injuries to other persons or their property arising out of the joint ownership of poles, anchors or guys, or due to the proximity of the wires and fixtures of the parties hereto attached to the jointly owned poles, anchors, or guys, the liability for such damages, as between the parties hereto, shall be as follows;

(a) Each party shall be liable for all damages for injuries to persons other than its own employees or property other than its own caused solely by its negligence, solely by its failure to comply with at any time with the specifications herein provided for or solely by its failure to perform its obligations hereunder and agrees to indemnify, hold harmless and defend the other party on account thereof.

(b) Each party shall be liable for all damages for injuries to its employees or damage to its property caused solely by its negligence or by its failure to comply with the specifications referred to in Article 5 of this Agreement or by its failure to perform its obligations hereunder or caused by the concurrent negligence or failure of both parties and agrees to indemnify, save harmless and defend the other party on account thereof. When either party hereto, or its insurer, shall make any payments to an employee or to his relatives or representatives on account of an injury caused in a manner described in this Article, in conformity with (1) the provisions of any workmen's compensation act or any act creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of or in the course of the employment whether based on negligence on the part of the employer or not or (2) any plan for employee's disability benefits or death benefits now established or hereafter adopted by the parties hereto or either of them, such payments shall be construed to be damages within the terms of this paragraph.

(c) In the case of damages resulting from injuries to persons other than employees of either party, or from damage to property not belonging to either party that are caused in part by each party, whether through such party's negligence or through its failure to comply with the specifications referred to in Article 5 of this Agreement or by its failure to perform its obligations hereunder or are due to causes which cannot be traced solely to the sole negligence of one party or failure of one party to comply with said specifications or perform its obligations hereunder, each party shall be liable for said damages in proportion to the amount of negligence attributable to it and each party shall indemnify, hold harmless and defend the other party for its proportionate share of said damages.

(d) Where the claimant desires to settle any such claim upon terms acceptable to one of the parties hereto but not to the other, the party to which said terms are acceptable, in addition to paying to the claimant the agreed damages, may, at its election, pay to the other party one-half of the other party's expense, and thereupon said other party shall be bound to indemnify,

save harmless and defend the party making such settlement from all further liability and expense on account of such claim or in any way connected therewith. The term "expense" as used in the preceding sentence shall mean the costs, disbursements, charges and expenditures properly incurred to the date of such settlement, but shall exclude attorney's fees.

Liability and
Damages Jointly
Owned but not
Jointly Used

Article 15: Whenever any liability is incurred by either party or both for damages for injuries to the employees or damage to the property of either party or for injury or damage to other persons or their property arising out of the use of poles, anchors, or guys jointly owned but not jointly used, the liability for such damages, as between the parties hereto, shall be as follows:

The party using the poles, anchors, or guys agrees to indemnify, save harmless and defend the party not using the poles, anchors or guys from any liability in connection therewith, except liability arising out of the negligent erection or maintenance thereof by the party claiming indemnity and liability arising out of the illegal erection or location thereof by the party claiming indemnity.

Contractors
Engaged By
Either Party

Article 16: All contractors and their employees engaged by either party to do any work in connection with jointly used poles or attachments thereon shall, as between the parties hereto only and not for the benefit of any third party, be considered the agent of the party employing them.

Default

Article 17: Whenever either party is in default with respect to any work or obligation that is its responsibility under this Agreement and has not cured the default within 60 days after receipt of written notice thereof from the other party, the other party may elect to have such work performed and shall be reimbursed promptly for all its costs by the defaulting party.

Term of
Agreement

Article 18: This Agreement shall continue in force for two (2) years from the date of execution and thereafter until terminated by either company by not less than one (1) year's notice in writing to the other company, but provisions of this Agreement relating to poles Jointly Owned shall nevertheless continue in full force and effect as to such poles until Joint Ownership thereof is terminated.

Waiver of Portions
of Agreement

Article 19: The failure of either company to enforce or insist upon compliance with any of the terms or conditions of this agreement, or its waiver of the same in any instance or instances, shall not be construed to be a general waiver or relinquishment of any of such terms or conditions, but the same shall be and remain at all times in full force and effect.

Ownership of Poles
and Anchors

Article 20: Title to poles shall be determined as follows, and in each case one-half undivided interest as tenant in common shall pass from the party erecting the pole to the other party:

(a) With respect to any existing pole that the parties have installed prior to the effective date hereof and determined is to be jointly owned, but for which the addendum has not been completely processed, title shall pass, or be considered to have passed, upon payment of the bill relating to the pole.

(b) With respect to poles that are installed after the effective date of this Agreement and that the parties shall have determined are to be jointly owned, title shall pass upon the completion of the work of setting the pole in place.

(c) With respect to solely-owned poles that are now in existence or that are installed in the future and are subsequently determined should be jointly owned, title shall pass upon payment of the bill.

(d) With respect to poles that were previously jointly owned by one of the parties hereto and a third party whose interest has been acquired by the other party hereto, and that are not covered by an addendum between the parties hereto, it is hereby agreed that each party has held and now holds a one-half undivided interest therein as tenant in common.

(e) With respect to jointly owned poles which one party hereto desires to abandon through relinquishment of interest in said poles title thereto shall pass to the other party as of the date of payment of the bill for said poles.

(f) With respect to jointly owned poles which both parties hereto at the same time desire to abandon, the party having custody is hereby authorized and directed by the other party hereto to sell or dispose of the same and in pursuance thereof to pass the title of both parties hereto to any purchaser or otherwise.

(g) Reference to poles" in this Article 20 shall be considered to include both poles and anchors.

Cancellation of
Existing Agreement

Article 21: All existing Agreements including Supplements and Amendments thereto listed in Schedule A attached hereto, relating to jointly owned poles, guys, and anchors heretofore entered into between the parties to this Agreement within the territory covered by this Agreement is hereby terminated as of the effective date of this Agreement except as to liabilities already accrued and all of the poles covered under those agreements are hereby brought under this Agreement and hereafter shall be subject to the terms and conditions hereof. Further, this Agreement hereby cancels and supersedes any and all other joint ownership agreements, if any, made in connection herewith by the parties hereto.

Sole
Agreements

Article 22: This document and the Intercompany Operating Procedures constitute the entire Agreement between the parties respecting Joint Ownership of poles, guys, and anchors.

Notices:
Designated
Representatives

Article 23: (a) Notices under this Agreement shall be sent by mail, postage prepaid, to the parties at the following addresses or to such other address as either party may, from time to time, designate in writing:

GRANITE STATE ELECTRIC COMPANY
4 Park Street
Concord, New Hampshire 03301

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY
101 Huntington Avenue, (Suite 1910)
Boston, Massachusetts 02199

(b) The designated representatives of the parties at the effective date of this Agreement are the following:

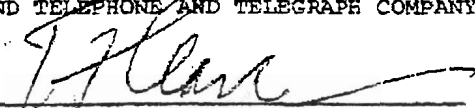
Division Staff Manager - Outside Plant
New England Telephone and Telegraph Company

Manager T&D Control Systems
Granite State Electric System

IN WITNESS WHEREOF each company has caused this Agreement to be executed in its name and its corporate seal to be affixed thereto by its officers thereunto duly authorized the day and year first above written.

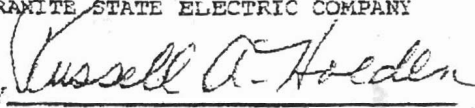
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

By


General Manager - Outside Plant

GRANITE STATE ELECTRIC COMPANY

By


President

N.E.T. & T. CO.
APPROVED AS
TO LEGAL FORM

SCHEDULE A

The below listed Agreements are mutually terminated and cancelled as of the effective date of the Agreement to which this Schedule A is attached.

The following named Electric Companies, predecessors of the Granite State Electric Company and the New England Telephone and Telegraph Company, on the following dates, entered into Joint Ownership Agreements covering the joint ownership of poles:

<u>ELECTRIC COMPANY</u>	<u>DATE</u>
Fall Mountain Electric Light and Power Company	11-30-10
Fall Mountain Electric Light and Power Company	09-16-13
Fall Mountain Electric Light and Power Company	11-25-12
Mascoma Electric Light and Gas Company	12-16-14
Fall Mountain Electric Company	10-30-16
The Grafton County Electric Light and Power Company	04-02-18
The Grafton County Electric Light and Power Company	06-30-19
Salem Electric Light Company assigned to Grafton County Electric Light and Power Company	05-27-20
Grafton County Electric Light and Power Company	01-04-21
Grafton County Electric Light and Power Company	01-12-21
Fred D. Tootell, Private Electric Light Company assigned to Grafton County Electric Light and Power Company	05-20-25
Salem Electric Light Company assigned to Grafton County Electric Light and Power Company	03-08-34
Grafton County Electric Light and Power Company	10-29-34
Meriden Electric Light and Power Company	05-11-45

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

GRANITE STATE ELECTRIC COMPANY

BY

[Signature]
General Manager - Outside Plant

[Signature]
President

N.E.T. & T. CO.
APPROVED AS
TO LEGAL FORM

AMENDMENT TO JOINT OWNERSHIP AGREEMENTS

THIS AMENDMENT made this 25 day of September, 2001, by and between Massachusetts Electric Company, Narragansett Electric Company, Granite State Electric Company, Nantucket Electric Company, and Verizon New England Inc.

WITNESSETH

WHEREAS, Blackstone Valley Electric Company, Brockton Edison Company, Fall River Electric Light Company, and New England Telephone and Telegraph Company entered into an agreement covering joint ownership of poles, dated November 1, 1976, which agreement was amended August 31, 1979 to reflect the merger of Fall River Electric Light Company into Brockton Edison Company and the renaming of Brockton Edison Company to Eastern Edison Company; and

WHEREAS, Newport Electric Corporation and New England Telephone and Telegraph Company entered into an agreement covering joint ownership of poles, dated March 4, 1931, which agreement was amended February 2, 1960 to reflect new maintenance area responsibilities of the parties; and

WHEREAS, Massachusetts Electric Company and New England Telephone and Telegraph Company entered into an agreement covering joint ownership of poles, dated January 1, 1980; and

WHEREAS, Narragansett Electric Company and New England Telephone and Telegraph Company entered into an agreement covering joint ownership of poles, dated October 1, 1980; and

WHEREAS, Granite State Electric Company and New England Telephone and Telegraph Company entered into an agreement covering joint ownership of poles, dated October 1, 1980; and

WHEREAS, Nantucket Electric Company and New England Telephone and Telegraph Company entered into an agreement covering joint ownership of poles, dated January 1, 1999; and

WHEREAS, National Grid USA (the parent company of Massachusetts Electric Company and Narragansett Electric Company) has acquired Eastern Utility Associates (the parent company of Blackstone Valley Electric Company, Eastern Edison Company and Newport Electric Company); and

WHEREAS, On May 1, 2000, Blackstone Valley Electric Company and Newport Electric Corporation were merged into Narragansett Electric Company and Eastern Edison Company was merged into Massachusetts Electric Company; and

WHEREAS, the name of New England Telephone and Telegraph Company has been changed to Verizon New England Inc.; and

NOW THEREFORE, in consideration of the premises and mutual covenants contained herein, effective as of the date of this amendment, the parties hereby covenant and agree as follows:

1. The joint ownership agreement between Narragansett Electric Company and New England Telephone and Telegraph Company, dated October 1, 1980 is amended as follows:

a. The scope is amended to include joint ownership of poles in municipalities formerly served by Blackstone Valley Electric Company and Newport Electric Corporation.

b. The words "New England Telephone and Telegraph Company" are replaced with "Verizon New England Inc." at each place they appear in the agreement.

2. The joint ownership agreement between Massachusetts Electric Company and New England Telephone and Telegraph Company, dated January 1, 1980 is amended as follows:

a. The scope is amended to include joint ownership of poles in municipalities formerly served by Eastern Edison Company.

b. The words "New England Telephone and Telegraph Company" are replaced with "Verizon New England Inc." at each place they appear in the agreement.

3. The joint ownership agreement between Granite State Electric Company and New England Telephone and Telegraph Company, dated October 1, 1980 is amended by replacing the words "New England Telephone and Telegraph Company" with "Verizon New England Inc." at each place they appear in the agreement.

4. The joint ownership agreement between Nantucket Electric Company and New England Telephone and Telegraph Company, dated January 1, 1999 is amended by replacing the words "New England Telephone and Telegraph Company d/b/a Bell Atlantic - Massachusetts" with "Verizon New England Inc." at each place they appear in the agreement.

5. The joint ownership agreement between Blackstone Valley Electric Company, Brockton Edison Company and Fall River Electric Light Company, and New England Telephone and Telegraph Company, dated November 1, 1976, as amended August 31, 1979 to reflect the merger of Fall River Electric Light Company into Brockton Edison Company and the renaming of Brockton Edison Company to Eastern Edison Company is superseded in its entirety.

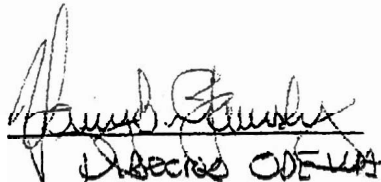
6. The joint ownership agreement between Newport Electric Corporation and New England Telephone and Telegraph Company, dated March 4, 1931, as amended February 2, 1960 to reflect new maintenance area responsibilities of the parties is superseded in its entirety.

IN WITNESS WHEREOF, the parties have hereunto caused these presents to be executed by their respective officers thereunto duly authorized, as of the day and year first above written.

VERIZON NEW ENGLAND INC.

MASSACHUSETTS ELECTRIC COMPANY
NARRAGANSETT ELECTRIC COMPANY
GRANITE STATE ELECTRIC COMPANY
NANTUCKET ELECTRIC COMPANY

By:



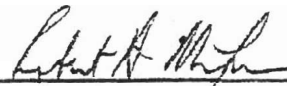
Title:

Director O&E

Date:

9/25/01

By:



Title:

Sr VP & Treasurer

Date:

8/17/01

INTERCOMPANY OPERATING PROCEDURES

NEW ENGLAND ELECTRIC

AND

NEW ENGLAND TELEPHONE COMPANY

Companies concurring with this procedure, and effective date of their concurrence, are listed on the attached signature page.

INDEX

IOP A	JOINT POLES
IOP B	REMOVAL OF JOINTLY OWNED/USED POLES
IOP C	CUSTODY AND MAINTENANCE
IOP D	POLE RELOCATIONS
IOP E	POLE ACCIDENT AND THIRD PARTY BILLING
IOP F	PRIVATE PROPERTY POLES
IOP G	POLE INSPECTION, TREATMENT, AND REINFORCEMENT
IOP H	GUYING AND ANCHORS
IOP I	RIGHTS OF WAY
IOP J	TREE TRIMMING AND CLEARING
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IOP M	1045, PREPARATION OF FORMS
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IOP O	JOINT CONSTRUCTION NOTICE
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INTERCOMPANY OPERATING PROCEDURES

IOP A

A. JOINT POLES

1. POLE HEIGHT

- a. A standard pole height of forty (40) feet will be used on joint main lines. Main lines are those that support three phase electric construction or exchange/toll telephone construction. The standard pole height of forty (40) feet will also be used on joint lines, including residential areas, where main lines are expected in the foreseeable future.
- b. A pole height of thirty five (35) feet or less may be accommodated on other than main lines such as private property poles, subscriber poles, stub poles, service poles or residential areas where only single phase construction is required.
- c. Additional height may be purchased for the sole use by either utility, based on the Flat Rate Reciprocal Billing Agreement (as specified in IOP L 4). Additional height purchased by a utility shall be noted in both company's pole records.
- d. (Re)placement of poles greater than 40 feet in length will require that utilities jointly review current space and height requirements. Billing will be based upon these requirements.

2. JOINT SPACE ALLOCATION

- a. Joint pole space allocation will be as described in Table IOP A 1.
- b. Municipal space and/or space for other authorized licensees shall be made available through equal contribution by each owner.

3. POLE REPLACEMENT

The necessity of replacing jointly owned poles shall be mutually agreed upon by the Companies, in writing, in each specific case. Neither Company shall at any time change the location of or remove any pole jointly owned without the written consent of the other.

4. TERMINATION OF THE JOINT OWNERSHIP OF A POLE

If either Company desires, at any time, to abandon a jointly owned pole through relinquishment of its interest, it shall give the other Company notice in writing to that effect, at least sixty (60) days prior to the date on which it intends to abandon the use and ownership of the pole. The other Company, before the expiration of the sixty (60) days, shall respond in writing, signifying its intention to either continue its use of the pole or remove its attachments.

a. Abandonment By One Company

If the other Company desires to continue its use and ownership of such pole, it shall upon the removal of all the attachments of the Company abandoning the pole, assume sole ownership of the pole, and shall thereafter save harmless the company abandoning the pole from all obligation, liability, damages, costs, expenses or charges incurred thereafter, because of or arising out of the presence or condition of such pole or of any attachments thereon.

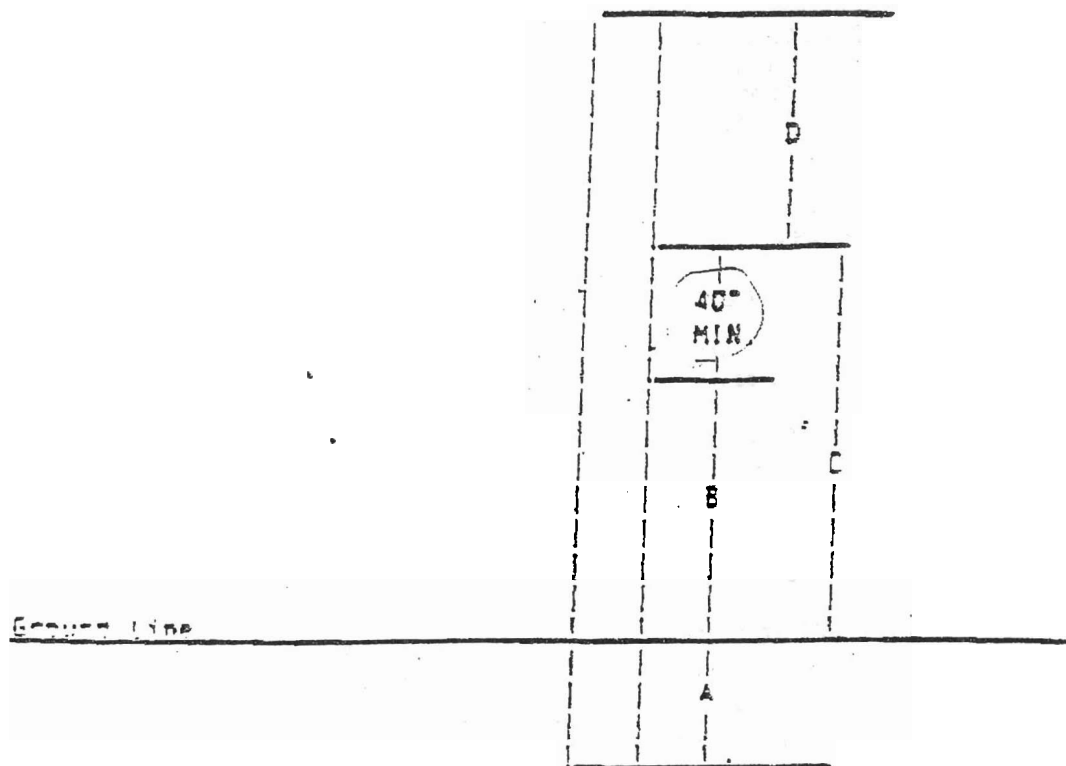
b. Abandonment By Both Companies

If both Companies, at the same time, abandon any jointly owned pole, each company shall, at its own expense, remove its attachments. The maintaining company shall then be responsible for removal of the pole.

Bruce W. Benney
New England Telephone Company

Alan H. Reed
New England Electric System

DR



Pole Length	Pole Ownership Elec./Comm. Note 1	A Normal Setting Design Note 2	B Communication Maximum Height Note 3	C Electric Minimum Height Note 7	D Electric Maximum Space Note 7
35	35/35	6'-0"	21'-2"	24'-6"	4'-6"
40	40/40	6'-0"	23'-8"	27'-0"	7'-0"
40	40/35	6'-0"	21'-2"	24'-6"	9'-6"
40	35/40	6'-0"	25'-2"	29'-6"	4'-6"
45	40/45	6'-6"	28'-2"	31'-6"	7'-0"
45	45/45	6'-6"	25'-11"	29'-3"	9'-3"
45	45/40	6'-6"	23'-8"	27'-0"	11'-6"
45	45/35	6'-6"	21'-2"	24'-6"	14'-0"
50	45/50	7'-0"	30'-5"	33'-6"	9'-3"
50	50/50	7'-0"	28'-2"	31'-6"	10'-6"
50	50/45	7'-0"	25'-11"	29'-3"	12'-6"
50	50/40	7'-0"	23'-8"	27'-0"	15'-0"
50	50/35	7'-0"	21'-2"	24'-6"	18'-0"

INTERCOMPANY OPERATING PROCEDURES

NOTES:

1. Joint pole space allocation on poles greater than 50 ft. will be based on space and height clearance requirements.
2. 45/40 indicates a 45' pole where the Telephone Company pays for and occupies the space as if it were a 40' joint pole. 40/45 indicates a 45' pole where the Electric Company pays for and occupies space as if it were a 40' joint pole.
3. Pole setting depth is as defined in the NESC.
4. Dimensions B, C, or D may be adjusted by mutual agreement between the joint owners to avoid a pole changeout if field and code conditions permit.
5. Maximum number of overhead to underground risers shall be mutually agreed upon by both parties. Normally, these shall not exceed two-Telco, two-Electric, one-municipal, or other third party.

INTERCOMPANY OPERATING PROCEDURES

IOP B

B. REMOVAL OF JOINTLY OWNED POLES

1. It is mutually agreed that whenever possible, poles are to be replaced using the "cut & kick" method (same hole or close enough to lash) the butt will be removed by the maintaining company and the pole top will be removed by the last party to transfer attachments. After one Company has transferred its facilities, all responsibility for the pole top removal will be that of the other Company. Notification will be accomplished via the appropriate form. Advance notice may be via telephone with forms to follow.
2. When pole replacement using the cut and kick method is not used, removal of jointly owned poles will be by the maintaining Company.
3. The maintaining Company is responsible to notify the co-owner and all authorized licensees, within 5 working days, when a pole is set. It will be the responsibility of the last co-owner transferring to expedite the transferring of any attachments such as fire alarm, police signal, TV cables, etc.
4. It is understood that New England Telephone Company cannot normally remove a jointly owned pole that extends into the power company's primary wires where it may come in contact with power conductors or where minimum approach cannot be maintained unless the pole has been topped by the power company or protected with a B cover(s).
5. If the jointly owned/solely owned pole is to be salvaged, the method by which this is to be accomplished shall be agreed to during the joint field survey. This method shall be specified on the Exchange of Notice.
6. It shall be understood that all other jointly owned/solely owned poles which are not to be salvaged may be topped regardless of the ownership of said poles.

Bruce V. Spivey
New England Telephone Company

Glenn T. Reed
New England Electric System

INTERCOMPANY OPERATING PROCEDURES

IOP C

C. CUSTODY AND MAINTENANCE

1. Custodianship of jointly owned poles and anchors shall be as indicated in the attached list of municipalities showing the maintenance areas assigned to each party.
2. The custodian shall maintain jointly owned poles in its custody in safe and serviceable condition in accordance with appropriate codes, and shall replace, reinforce or repair these poles as become defective or are of insufficient size or strength for proposed immediate additional attachments. Upon written notice, it shall be the duty of the custodian to promptly replace any pole considered to be unsafe by the other party.
3. Each party shall maintain all of its attachments on jointly owned poles in accordance with the appropriate codes and shall keep such attachments in safe condition and in thorough repair.
4. All work done by either party on any jointly owned pole or by either party on its attachments thereon shall be performed in a manner which will not interfere with the service, wires, fixtures, and appurtenances of the other party.
5. The custodian is responsible for obtaining property damage case information required by both Companies and forwarding this information to the non-custodian Company.
6. When replacing a jointly owned pole carrying underground risers, the new pole shall be set in the same hole which the replaced pole occupied. When replacing a jointly owned pole carrying pole mounted equipment, the new pole shall be set in the same hole the replaced pole occupied or set along side close enough to lash to the replaced pole and not interfere thereby with the pole mounted equipment. Either case will apply unless mutually agreed that special conditions make it necessary to set it in a different location. If a pole is set improperly making transfers for the co-owner a construction hardship then the maintaining party may be required to reset the pole in an acceptable manner.

Bruce W. Penney
New England Telephone Company

Blair L. Reed
New England Electric System

EXHIBIT B

SB 123 - AS INTRODUCED

2007 SESSION

07-1284

06/03

SENATE BILL *123*

AN ACT relative to pole attachments.

SPONSORS: Sen. Fuller Clark, Dist 24; Sen. Burling, Dist 5; Rep. Kaen, Straf 7; Rep. Cali-Pitts, Rock 16

COMMITTEE: Energy, Environment and Economic Development

ANALYSIS

This bill authorizes the public utilities commission to regulate pole attachments.

This bill is a request of the public utilities commission.

.....
Explanation: Matter added to current law appears in *bold italics*.Matter removed from current law appears [~~in brackets and struck through~~].

Matter which is either (a) all new or (b) repealed and reenacted appears in regular type.

07-1284

06/03

STATE OF NEW HAMPSHIRE

In the Year of Our Lord Two Thousand Seven

AN ACT relative to pole attachments.

Be it Enacted by the Senate and House of Representatives in General Court convened:

1 New Subdivision; Pole Attachments. Amend RSA 374 by inserting after section 34 the following new subdivision:

Pole Attachments

374:34-a Definitions. In this subdivision:

I. "Excess capacity" means volume or capacity in a support structure other than a utility pole or anchor which can be used, pursuant to the orders and rules of the public utilities commission, for a pole attachment.

II. "Minimum allowable vertical clearance" means the minimum clearance for communication conductors along rights-of-way or other areas as specified in the orders and rules of the public utilities commission.

THIS AGREEMENT, made this 1st day of October 1980, between GRANITE STATE ELECTRIC COMPANY, a New Hampshire corporation with a principal place of business in Concord, New Hampshire, hereinafter called ELECTRIC COMPANY, and NEW ENGLAND TELEPHONE and TELEGRAPH COMPANY, a New York corporation with a principal place of business in Boston, Massachusetts, hereinafter called TELEPHONE COMPANY.

WITNESSETH THAT:

WHEREAS, the Electric Company and Telephone Company desire to provide for the joint ownership of poles and anchors when and where joint ownership will be of mutual advantage and will be consistent in meeting their service requirements.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties hereto do, for themselves, their successors and assigns, mutually covenant and agree as follows:

Scope of
Agreement

Article 1: This agreement shall be in effect in each city and town of the State of New Hampshire, in which both the Telephone Company and the Electric Company now or may in the future have the right to operate.

Permission for
Joint Ownership

Article 2: Each Company permits the joint ownership of any of its poles and anchors now standing or hereafter erected by it within the said cities and towns under the terms and conditions hereinafter specified, except that each Company reserves the right to exclude from Joint Ownership poles and anchors which, in the Owner's judgement, are necessary for its own sole use.

Rights and
Obligations;
IOP's

Article 3: To carry out the purpose of this Agreement to facilitate the joint ownership of poles and anchors, the Agreement sets forth the rights and obligations of the Companies with respect to such ownership, including without limitation their rights and obligations with respect to the following matters:

- A. Allocation of ownership and allocation of space
- B. Division of costs and expenses
- C. Acquisition of joint ownership
- D. Construction standards
- E. Performance of work
- F. Payment and billing
- G. Custody and maintenance areas
- H. Changes in character of circuits
- I. Termination of joint ownership
- J. Administration of Agreement

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PAUL J PHILLIPS
PRIMMER PIPER EGGLESTON & CRAMER P
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Docket #: 08-004-1 Printed: March 05, 2008

FILING INSTRUCTIONS: PURSUANT TO N.H. ADMIN RULE PUC 203.02(a)(1)

WITH THE EXCEPTION OF DISCOVERY, FILE 7 COPIES (INCLUDING COVER LETTER) WITH:

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