

Liberty Utilities (Granite State Electric) Corp. d/b/a Liberty

DE 22-014

Vegetation Management Program
Calendar Year 2021 Reconciliation and Rate Adjustment

State of New Hampshire Public Utilities Commission – Record Requests

Date Request Received: 4/19/22
Request No. RR 1-2

Date of Response: 4/21/22
Respondent: Heather Green

REQUEST:

(Exhibit 3): Please provide the Joint Ownership Agreement between Liberty and Consolidated Communications.

RESPONSE:

See Attachment RR 1-2 for a copy of the Joint Ownership Agreement, which consists of the following:

- Original Agreement, dated October 1, 1980, between Granite State Electric Company (GSEC) and New England Telephone and Telegraph Company (NET&T) (Bates 002)
- Intercompany Operating Procedures IOP-A through IOP-P, signed by GSEC and NET&T (Bates 012)
- Amendment to Intercompany Operating Procedures between and GSEC, Verizon New England, Inc., and other electric companies, dated September 21, 2001 (Bates 054)
- Amended IOP-G, dated February 24, 2010 (Bates 066)
- IOP-Q, dated February 24, 2010 (Bates 067)
- IOP-R, dated February 24, 2010 (Bates 069)
- IOP-S, dated February 24, 2010 (Bates 071)

G.S.E.C.

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TELEPHONE CO.

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

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 J. Flannery
General Manager - Outside Plant

GRANITE STATE ELECTRIC COMPANY

By Russell A. Hoeden
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

[Signature]

Effective 8/1/93

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.

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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.

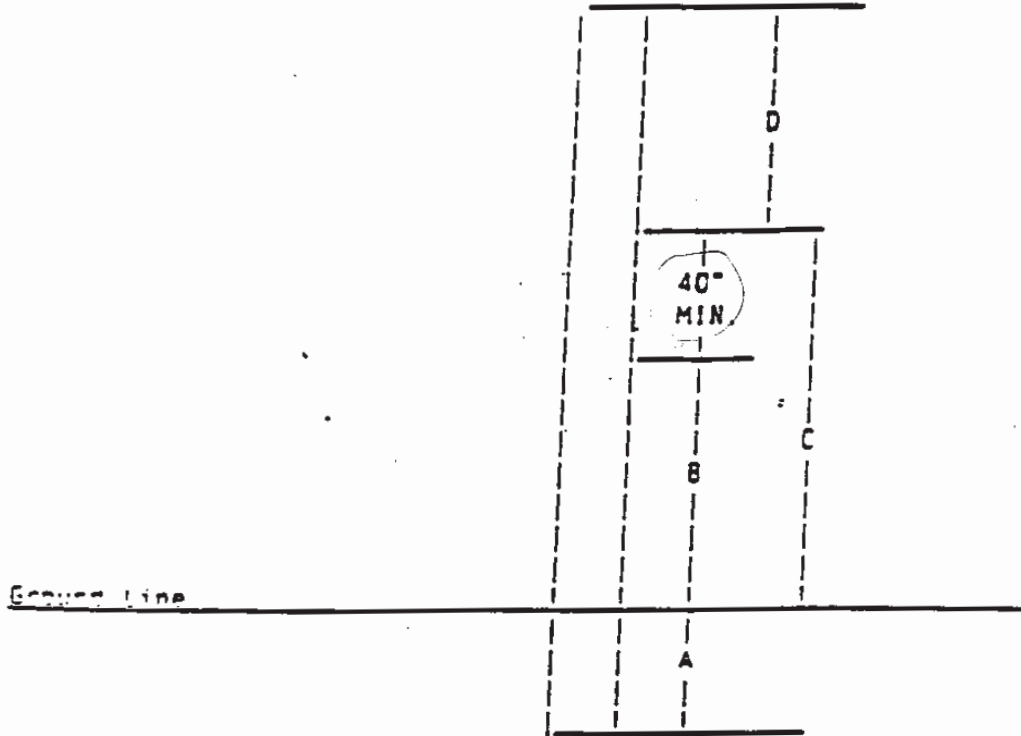
Bruce W. Penney
New England Telephone Company

Alan H. Reed
New England Electric System

INTERCOMPANY OPERATING PROCEDURES

DR

TABLE 10P A1
JOINT POLE SPACE ALLOCATION



Ground Line

Pole Length	Pole Ownership Elec./Comm. Note 1	A Normal Setting Depth Note 2	B Communication Maximum Height Note 3	C Electric Minimum Height Note 3	D Electric Maximum Space Note 3
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'-9"	9'-3"
50	50/50	7'-0"	28'-2"	31'-6"	11'-6"
50	50/45	7'-0"	25'-11"	29'-3"	13'-9"
50	50/40	7'-0"	23'-8"	27'-0"	16'-0"
50	50/35	7'-0"	21'-2"	24'-6"	18'-6"

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 W. Sprinney
New England Telephone Company

Alvan J. 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

Alant Reed
New England Electric System

MASSACHUSETTS ELECTRIC CO./NEW ENGLAND TELEPHONE & TELEGRAPH CO.

JOINT POLE CUSTODY

<u>MUNICIPALITY</u>	<u>MASS. ELEC. CO. DISTRICT - AREA</u>	<u>N.E.T. & T. CO. DISTRICT - AREA</u>	<u>CUSTODIAN</u>
Adams	Western - North Adams	Springfield	Tel.
Alford	Western - Gt. Barrington	Springfield	Elec.
Amesbury	Merrimack Valley	Malden/Merrimack Valley	Tel.
Andover	Merrimack Valley	Malden/Merrimack Valley	Elec.
Athol	Western Athol	Fitchburg	Split
Attleboro	Southeast Attleboro	Worcester & RI	Split
Auburn	Central - Worcester	Worcester	Tel.
Ayer	Central - Leominster	Worcester	Tel.
Barre	Western - Athol	Worcester	Elec.
Belchertown	Western - Monson	Springfield	Tel.
Bellingham	Hopedale	Worcester & RI	Split
Berlin	Central - Leominster	Worcester	Tel.
Beverly	North Shore	Malden/Merrimack Valley	Elec.
Billerica	Merrimack Valley	Malden/Merrimack Valley	Elec.
Blackstone	Hopedale	Worcester & RI	Tel.
Bolton	Central - Leominster	Worcester	Tel.
Boxford	Merrimack Valley	Malden/Merrimack Valley	Tel.
Brimfield	Southbridge - Palmer	Springfield	Split
Brookfield	Central - Spencer	Worcester	Tel.
Charlemont	Western - North Adams	Springfield	Elec.
Charlton	Central - Spencer	Worcester	Tel.
Chelmsford	Merrimack Valley	Malden/Merrimack Valley	Tel.
Cheshire	Western - North Adams	Springfield	Tel.
Clarksburg	Western - North Adams	Springfield	Elec.
Clinton	Central - Leominster	Worcester	Elec.
Douglas	Hopedale	Worcester	Elec.
Dracut	Merrimack Valley	Malden/Merrimack Valley	Tel.
Dudley	Central - Worcester	Worcester	Elec.
Dunstable	Central - Leominster	Malden/Merrimack Valley	Elec.
East Brookfield	Central - Spencer	Worcester	Tel.
East Longmeadow	Western - Monson	Springfield	Tel.
Egremont	Western - Gt. Barrington	Springfield	Elec.
Erving	Western - Athol	Worcester	Elec.
Essex	North Shore	Malden/Merrimack Valley	Elec.
Everett	North Shore	Malden/Merrimack Valley	Elec.
Florida	Western - North Adams	Springfield	Elec.
Foxboro	Hopedale	Worcester	Split
Franklin	Hopedale	Worcester	Elec.
Gardner	Central - Leominster	Worcester	Elec.
Gloucester	North Shore	Malden/Merrimack Valley	Elec.
Goshen	Western - Northampton	Springfield	Split
Grafton	Central - Worcester	Worcester	Tel.
Granby	Western - Monson	Private	Elec.
Great Barrington	Western - Gt. Barrington	Springfield	Elec.
Hamilton	North Shore	Malden/Merrimack Valley	Elec.
Hampden	Southbridge - Palmer	Springfield	Tel.
Hancock	Western - North Adams	Springfield	Elec.
Hardwick	Southbridge - Palmer	Springfield	Elec.
Harvard	Central - Leominster	Worcester	Tel.
Haverhill	Merrimack Valley	Malden/Merrimack Valley	Tel.
Hawley	Western - North Adams	Springfield	Tel.
Heath	Western - North Adams	Springfield	Tel.
Holbrook	Weymouth	Metro/Quincy	Tel.
Holland	Western - Monson	Springfield	Elec.
Hopedale	Hopedale	Worcester	Tel.
Hubbardston	Central - Leominster	Worcester	Elec.

<u>MUNICIPALITY</u>	<u>MASS. ELEC. CO. DISTRICT - AREA</u>	<u>N.E.T. & T. CO. DISTRICT - AREA</u>	<u>CUSTODIAN</u>
Lancaster	Central - Leominster	Worcester	Tel.
Lawrence	Merrimack Valley	Malden/Merrimack Valley	Elec.
Leicester	Central - Worcester	Worcester	Tel.
Lenox	Western - Gt. Barrington	Springfield	Tel.
Leominster	Central - Leominster	Worcester	Elec.
Lowell	Merrimack Valley	Malden/Merrimack Valley	Elec.
Lynn	North Shore	Malden/Merrimack Valley	Tel.
Malden	North Shore	Malden/Merrimack Valley	Elec.
Manchester	North Shore	Malden/Merrimack Valley	Elec.
Marlboro	Hopedale	Worcester	Elec.
Medford	North Shore	Malden/Merrimack Valley	Elec.
Melrose	North Shore	Malden/Merrimack Valley	Tel.
Mendon	Hopedale	Worcester	Tel.
Methuen	Merrimack Valley	Malden/Merrimack Valley	Tel.
Millford	Hopedale	Worcester	Elec.
Millbury	Central - Worcester	Worcester	Tel.
Millville	Hopedale	Worcester-Prov., R.I.	Elec.
Monroe	Western - No. Adams	Rutland, Vt.	Elec.
Monson	Southbridge - Palmer	Springfield	Elec.
Monterey	Western - Gt. Barrington	Springfield	Elec.
Mt. Washington	Western - Gt. Barrington	Springfield	Elec.
Nahant	North Shore	Malden/Merrimack Valley	Tel.
New Braintree	Central - Spencer	Worcester	Elec.
Newbury	Merrimack Valley	Malden/Merrimack Valley	Elec.
Newburyport	Merrimack Valley	Malden/Merrimack Valley	Elec.
New Marlborough	Western - Gt. Barrington	Springfield	Elec.
New Salem	Central - Gardner	Worcester	Elec.
North Adams	Western - No. Adams	Springfield	Elec.
Northampton	Western - Northampton	Springfield	Split
North Andover	Merrimack Valley	Malden/Merrimack Valley	Elec.
Northboro	Hopedale	Worcester	Tel.
Northbridge	Hopedale	Worcester	Elec.
North Brookfield	Central - Spencer	Worcester	Tel.
Norton	Attleboro	Brockton/Cape	Split
Oakham	Central - Spencer	Worcester	Tel.
Orange	Central - Gardner	Worcester	Tel.
Oxford	Southbridge	Worcester	Elec.
Palmer	Southbridge - Palmer	Springfield	Elec.
Pepperell	Central - Leominster	Worcester	Elec.
Petersham	Western - Athol	Worcester	Elec.
Phillipston	Western - Athol	Worcester	Tel.
Plainville	Hopedale	Worcester	Split
Metro/Quincy	Weymouth	Metro/Quincy	Tel.
Randolph	Weymouth	Metro/Quincy	Elec.
Rehoboth	Attleboro	Brockton/Cape	Split
Revere	North Shore	Malden/Merrimack Valley	Tel.
Rockport	North Shore	Malden/Merrimack Valley	Elec.
Rowe	Western - North Adams	Springfield	Elec.
Royalston	Western - Athol	Worcester	Tel.
Rutland	Central - Spencer	Worcester	Tel.
Salem	North Shore	Malden/Merrimack Valley	Tel.
Salisbury	Merrimack Valley	Malden/Merrimack Valley	Tel.
Saugus	North Shore	Malden/Merrimack Valley	Tel.
Seekonk	Attleboro	R.I.	Split
Sheffield	Western - Gt. Barrington	Springfield	Tel.
Shirley	Central - Leominster	Worcester	Tel.
Shutesbury	Western - Athol	Springfield	Tel.
Southboro	Hopedale	Worcester	Tel.
Southbridge	Central - Worcester	Worcester	Tel.
Spencer	Central - Spencer	Worcester	Elec.
Stockbridge	Western - Gt. Barrington	Springfield	Tel.
Sturbridge	Southbridge	Worcester	Tel.
Sutton	Central - Worcester	Worcester	Tel.
Swampscott	North Shore	Malden/Merrimack Valley	Tel.

<u>MUNICIPALITY</u>	<u>MASS. ELEC. CO. DISTRICT - AREA</u>	<u>N.E.T. & T. CO. DISTRICT - AREA</u>	<u>CUSTODIAN</u>
Tewksbury	Merrimack Valley	Malden/Merrimack Valley	Elec.
Topsfield	North Shore	Malden/Merrimack Valley	Tel.
Tyngsboro	Central - Leominster	Malden/Merrimack Valley	Tel.
Upton	Hopedale	Worcester	Elec.
Uxbridge	Hopedale	Worcester	Split
Wales	Western - Monson	Springfield	Elec.
Ware	Western - Monson	Springfield	Elec.
Warren	Western - Monson	Springfield	Elec.
Warwick	Western - Athol	Worcester	Tel.
Webster	Central - Worcester	Worcester	Elec.
Wendell	Central - Gardner	Worcester	Tel.
Wenham	North Shore	Malden/Merrimack Valley	Elec.
Westboro	Hopedale	Worcester	Elec.
West Brookfield	Central - Spencer	Worcester	Elec.
Westford	Merrimack Valley	Malden/Merrimack Valley	Tel.
Westminster	Central - Leominster	Worcester	Tel.
West Newbury	Merrimack Valley	Malden/Merrimack Valley	Tel.
West Stockbridge	Western - Gt. Barrington	Springfield	Tel.
Weymouth	Weymouth	Metro/Quincy	Elec.
Wilbraham	Western - Monson	Springfield	Tel.
Williamsburg	Western - Northampton	Springfield	Split
Williamstown	Western - No. Adams	Springfield	Tel.
Winchendon	Central - Leominster	Worcester	Tel.
Winthrop	North Shore	Malden/Merrimack Valley	Tel.
Worcester	Central - Worcester	Worcester (Back Yards- (On Streets-	Split Elec. Tel.
Wrentham	Hopedale	Worcester	Tel.

GRANITE STATE ELEC. CO. - NEW ENGLAND TELEPHONE & TELEGRAPH CO.

JOINT POLE CUSTODY

<u>MUNICIPALITY</u>	<u>GRANITE STATE ELEC. CO. DISTRICT</u>	<u>W.E.T.&T.CO. DISTRICT - AREA</u>	<u>CUSTODIAN</u>
Acworth	North Andover/Lebanon	NH/Laconia	Elec.
Alstead	"	NH/Laconia	Tel.
Bath	"	NH/Laconia	Tel.
Canaan	"	NH/Laconia	Elec.
Charlestown	"	NH/Laconia & White River, Vt.	Elec.
Cornish	"	NH/Laconia	Split
Derry	"	NH/Manchester	Tel.
Enfield	"	NH/Laconia	Tel.
Grafton	"	NH/Laconia	Tel.
Hanover	"	NH/Laconia	Tel.
Langdon	"	NH/Laconia	Elec.
Lebanon	"	NH/Laconia & White River, Vt.	Elec.
Marlow	"	NH/Laconia	Tel.
Monroe	"	NH/Laconia & Montpelier, Vt.	Tel.
Orange	"	NH/Laconia	Tel.
Pelham	"	NH/Manchester	Tel.
Plainfield	"	NH/Laconia & White River, Vt.	Tel.
Salem	"	NH/Manchester	Elec.
Surry	"	NH/Laconia	Tel.
Walpole	"	NH/Laconia & White River, Vt.	Tel.
Windham	"	NH/Manchester	Tel.

THE NARRAGANSETT ELECTRIC COMPANY - NEW ENGLAND TELEPHONE

JOINT POLE CUSTODY

<u>MUNICIPALITY</u>	<u>NARR. ELEC. DIST. AREA</u>	<u>N. E. TELEPHONE DISTRICT</u>	<u>CUSTODIAN</u>
Barrington	Providence	RI/E. Providence	Tel.
Bristol	Providence	RI/E. Providence	Elec.
Charlestown	N. Kingstown	RI/Warwick	Elec.
Coventry	N. Kingstown	RI/Warwick	Elec.
Cranston	Providence	RI/Warwick	Elec.
East Greenwich	N. Kingstown	RI/Warwick	Tel.
E. Providence	Providence	RI/E. Providence	Tel.
Exeter	N. Kingstown	RI/Warwick	Tel.
Foster	Providence	RI/Warwick	Tel.
Glocester	Providence	RI/E. Providence	Tel.
Hopkinton	N. Kingstown	RI/Warwick	Elec.
Johnston	Providence	RI/Warwick	Tel.
Little Compton	Providence	RI/E. Providence	Tel.
Narragansett	N. Kingstown	RI/Warwick	Tel.
N. Kingstown	N. Kingstown	RI/Warwick	Tel.
N. Providence	Providence	RI/E. Providence	Tel.
Providence (South Portion)	Providence	RI/Warwick	Elec.
Providence (North Portion)	Providence	RI/Warwick	Tel.
Richmond	N. Kingstown	RI/Warwick	Elec.
Scituate	Providence	RI/Warwick	Tel.
Smithfield	Providence	RI/E. Providence	Tel.
S. Kingstown	N. Kingstown	RI/Warwick	Elec.
Tiverton	Providence	RI/E. Providence	Tel.
Warren	Providence	RI/E. Providence	Elec.
Warwick	N. Kingstown	RI/Warwick	Elec.
W. Greenwich	N. Kingstown	RI/Warwick	Tel.
W. Warwick	N. Kingstown	RI/Warwick	Elec.
Westerly	N. Kingstown	RI/Warwick	Elec.

INTERCOMPANY OPERATING PROCEDURES

IOP D

D. POLE RELOCATIONS

1. POLE RELOCATIONS REQUESTED BY DEVELOPERS

In the event that a developer requests pole relocations, whether required by the city/town or not, the developer will reimburse the pole custodian the full cost (labor, equipment, and material) of relocating the pole(s). An Exchange of Notice will be processed by the maintaining Company with no pole billing to the co-owner. Each owner should bill the developer for their shifting and transfer costs.

2. POLE RELOCATIONS REQUESTED BY PROPERTY OWNERS

Request by property owners for a relocation of a pole in the public way will be judged on the adverse effects the present location has on access or egress from the property. If circumstances warrant and the joint owners agree, the relocation will be done at utility company expense. The custodian will bill the joint owner per the Flat Rate Reciprocal Billing Agreement (as specified in IOP L).

If payment is required from the requester, the requester will reimburse the pole custodian the full cost (labor, equipment, and material) for pole replacement. An Exchange of Notice will be processed by the maintaining Company with no pole billing to the co-owner. Each Company will bill the property owner for their shifting and transfer costs.

3. POLE RELOCATIONS REQUESTED BY JOINT OWNERS

Pole relocations requested by joint owner shall be mutually agreed upon by both Company's in writing, in each specific case. Neither Company at any time shall change the location of a jointly owned pole without the written consent of the co-owner.

4. MINOR POLE RELOCATIONS

Minor pole relocations which can be accomplished by trenching straightening or jacking, within three (3) feet, will be performed by the pole custodian at no cost to the joint owner. The pole custodian, at its sole option, may be reimbursed by any third party requesting the pole movement. An Exchange of Notice will be processed by the maintaining Company with no pole billing to the co-owner.

5. URBAN SYSTEMS AND OTHER CITY/TOWN ORDERED RELOCATION PROJECTS

In general, urban system and other city/town ordered relocations are not reimbursable projects. The maintaining Company will replace the necessary poles and bill the joint owner, based upon the Flat Rate Reciprocal Billing Agreement. In the event such projects are reimbursable, IOP E 3 will be followed.

6. Billing for pole work conducted to accommodate licensees will be performed by each Company individually. An Exchange of Notice will be processed by the maintaining Company with no pole billing to the co-owner.

Bruce W. Sperry
New England Telephone Company

Alan H. Reed
New England Electric System

INTERCOMPANY OPERATING PROCEDURES

IOP E

E. POLE ACCIDENT AND OTHER THIRD PARTY BILLING

1. These procedures will be applied in the handling of customer billing for pole accidents and other third party pole work.

2. POLE ACCIDENTS

When joint poles are damaged by the actions of a third party the pole owners will, determine if the pole needs replacement. When necessary the maintaining Company shall replace the pole. The pole custodian should recover full pole replacement costs (labor, equipment and material) from the party causing the pole damage. An exchange of notice will be processed by the maintaining company with no pole billing to the joint owner. Each owner will bill the third party for their shifting and transfer costs.

3. REIMBURSABLE STATE HIGHWAY OR OTHER FORCED ACCOUNT PROJECTS

100% Reimbursement Projects -- The pole custodian will replace the necessary poles with no billing to the joint owner. All billing to the State by the companies will be based on statutory requirements.

4. Billing for pole work conducted to accommodate licensees will be performed by each Company individually. An Exchange of Notice will be processed by the maintaining Company with no pole billing to the co-owner.

Bruce W. Spence
New England Telephone Company

Alan J. Reed
New England Electric System

INTERCOMPANY OPERATING PROCEDURES

IOP F

F. PRIVATE PROPERTY POLES

1. A private property pole is a pole located on land which is not within the public way nor on the utility controlled right-of-way. It usually serves one customer, but may serve multiple customers on the same piece of property.
2. In the case of a joint use private property pole, the custodian of the private property pole shall be the utility that is the custodian of the feeding main line pole.
3. The maintaining Company shall be responsible for obtaining all necessary legal permission (right-of-way) on private property for the placement of jointly owned poles, stub poles, and anchoring.
4. Each co-owner may bill private property owners for the cost of it's construction on private property. There will be no intercompany J.O. billing for initial installations beyond prevailing regulations.
5. The maintaining company shall be responsible for the replacement of joint owned private property poles. Intercompany J.O. billing will be at the prevailing flat rate reciprocal pole price.

Bruce Sweeney
New England Telephone Company

Alan J. Reed
New England Electric System

INTERCOMPANY OPERATING PROCEDURES

IOP G

G. POLE INSPECTION, TREATMENT, AND REINFORCEMENT

1. The custodian shall be responsible for pole inspections on a regular, scheduled basis. The custodian shall inform joint owners of the inspection schedule. As a general rule, each owner shall inspect 10% of in-service pole plant per year within their maintenance area.
2. Pole treatment will be used at the discretion of the maintaining Company. The maintaining Company shall be responsible for 100% of the pole treatment cost.
3. Both Companies agree to participate in pole reinforcement. Pole reinforcement where applicable and jointly agreed upon will be arranged by the requesting Company. All costs will be equally shared, typically, 50% billing from a third party vendor to each Company.

4. POLE STEPS

Both companies agree that poles shall not be stepped and that no pole steps shall be installed on any jointly owned pole.

Bruce W. Spivey
New England Telephone Company

Alan Reed
New England Electric System

INTERCOMPANY OPERATING PROCEDURES
H. GUYING AND ANCHORS

IOP H

1. All guying will be solely owned. Each party shall place solely owned guy stand when required to sustain all unbalanced loading due to its attachment.
2. When both parties have a corner or deadend in the same direction and guying is required by either party, guy anchors shall be jointly owned and it will be the maintaining Company's responsibility to place the anchor(s) at the time of placement of said poles. An Exchange of Notice shall be processed by the maintaining Company with no billing to the co-owner.
3. When guying is required by both Companies, a triple thimble eye on a one inch anchor rod shall be placed. Each Company will place guy shields as appropriate.
4. Placement of anchors that are not joint will be achieved as follows:
 - a. On existing joint owned poles, additions and/or changes to existing guys and anchors due to additional requirements of one Company shall be the sole responsibility of the Company requiring the new guying. When a pole replacement is involved with such work, the Company replacing the pole, when mutually agreed to in advance, will place the associated anchor(s) and bill the requesting Company 100% of the flat rate cost as in IOP L.
 - b. Future replacement of poles/anchors set under 4a above will be by the maintaining Company.
 - c. Where new poles or pole lines are installed, the maintaining party will set up to (two) anchors that may be needed by the co-owner. Billing will be at 100% of the Flat Rate Agreement. (IOP L)
5. In the case of replacements and/or relocations of anchor rods, the last party to remove its guy strand shall remove and dispose of the old anchor rod. No billing will take place for this removal.
6. All sidewalk repairs if necessary will be the responsibility of the maintaining Company.

7. Placement of stub pole(s) and push braces will follow the same procedure as for anchoring. If a stub pole or push brace is needed by the joint owners of a pole line, it will be placed and maintained by the custodian of the pole line. Said poles will be billed based on the Flat Rate Reciprocal Billing Agreement (as specified in IOP L).

8. STEEL POLES

The use of steel poles should be limited to cases of necessity and should be specified only where other anchoring methods are not available or unobtainable. The steel poles will be placed by the Company requiring the steel pole and billed as a pole, as per the Joint Flat Rate IOP L.

Bruce W. Benney
New England Telephone Company

Albert Reed
New England Electric System

INTERCOMPANY OPERATING PROCEDURES

IOP I

I. RIGHT OF WAY

1. NEW LINES -- The party installing new joint poles, guy stubs, pushbraces or anchors shall, unless otherwise agreed, secure the necessary rights-of-way from private property owner and public authorities. All such rights obtained by either party in connection with jointly owned poles or appurtenances shall be in the joint name of both parties.
2. EXISTING LINES -- The party acquiring an interest in existing poles shall, unless otherwise agreed, secure the necessary rights-of-way from private property owners. The maintaining company shall secure the necessary rights-of-way from public authorities.
3. RELOCATION of EXISTING POLE LOCATIONS -- The maintaining party shall re-petition for relocating granted pole locations when the distance relocated is more than three (3) feet.
4. ABANDONMENT of POLE LOCATIONS -- The maintaining party shall petition to abandon pole locations that are no longer needed.
5. PUSH BRACES -- Push braces shall be covered by valid municipal grants or private property easements. Private property easement is required for a push brace set on private property supporting a pole set on the public way.



New England Telephone Company



New England Electric System

effective : 8/1/93

INTERCOMPANY OPERATING PROCEDURES

IOP J

J. TREE TRIMMING AND CLEARING

It has been agreed the New England Telephone Company and New England Electric System companies will participate in a Joint Tree Trimming arrangement as follows.

All trimming arrangements shall be agreed to on a signed Exchange of Notice Memorandum.

1. Preventive maintenance tree trimming shall be done on a joint basis when both companies have a need.

When it is agreed that both parties will benefit from such Joint Tree Trimming the division of costs will be 75% Electric Company and 25% Telephone Company.

2. Trimming for line extension along existing roads shall be surveyed in the field and a determination made whether both parties have a need. The division of cost shall be 60% Electric Company and 40% Telephone Company.
3. Trimming for line extensions for off road/right-of-way shall be surveyed in the field and where both parties have a need, division of cost will be 50% Telephone Company and 50% Electric Company.
4. Topping of trees, if they present a hazard to both parties, shall be done jointly at a 50/50 division of cost. Whole trees to be removed with municipalities or private owners at 33 1/3% division of cost for each party or on a fair share basis when more than three parties are involved.
5. Heavy storm work such as hurricanes, wet snow, tornadoes, and ice storms will be handled immediately without prior review. Agreement should be reached by field representatives of the two companies as soon as practicable, after each major storm, to determine which lines and to what extent each party will participate, notwithstanding any participation by another party. The parties agree to 50/50 basis for heavy storm work. The parties agree to reciprocal acceptance to each other's tree contractors for heavy storms. Trimming resulting from routine individual storms should be performed jointly at the same division of costs as maintenance trimming. Removal of weakened or topped trees and large limbs which threaten both parties plant should be removed on a 50/50 basis, subject to field review wherever possible.

6. Administration

The Electric Company will annually furnish the Telephone Company a list of areas to be trimmed. The Telephone Company will provide, within 60 days, a suitable list of pole lines or major portions thereof that they want to be trimmed jointly.

Contracts that will exceed \$5,000 in cost to the Telephone Company will be awarded to the lowest of at least four qualified bidding contractors.

Each company will annually furnish the other company with a list of its approved Trimming Contractors. Each company will attempt to utilize contractors that are on both companies approved contractor list.

For work done by a Contractor not on both companies' list of approved contractors, the constructing company will pay the full cost of the Trimming Bill and then bill the other company its share of the total cost. Such bill shall be accompanied by a copy of the contractor's bill. The full cost of any unapproved trimming shall be done by the company that arranged for same.

Bills rendered by the Contractor will include percent and cost to Electric Company and percent and cost to Telephone Company and total cost of the job.

Miscellaneous costs associated with trimming such as police protection, tree wardens payment, obtaining permission, state highway inspector will be shared by the joint owners on the same basis as the IOP provides for trimming costs.

7. This arrangement shall continue for five years unless, after 3 years, both parties agree to modify it. This agreement will automatically renew itself each year unless either party notified the other in writing at least 30 days prior to the end of such yearly period that it wishes to modify or terminate the agreement.

Burce W. Kenney
New England Telephone Company

Alann J. Reed
New England Electric System

INTERCOMPANY OPERATING PROCEDURES

IOP K

K. BONDING AND GROUNDING

1. General

A. Purpose

The purpose of bonding Telephone Company suspension strands to the Electric Company common neutral is to reduce the possibility of electric shock and minimize plant damage in the event of an accidental contact of the strand with Electric Company wires.

B. Method of Bonding - Multi Grounded Neutral

Bonding is accomplished by Telephone Company technicians connecting a minimum of #6 copper conductor to the Telephone Company aerial cable suspension strand and leaving coiled, at this point, an additional length (usually about 6 feet) sufficient to reach the Electric Company's common neutral.

The Electric Company workmen, in all cases, will make the connection between the bond wire connected to the telephone suspension strand and the Electric Company's common neutral.

The Electric Company's common neutral is a single conductor utilized as a neutral by all circuits, both primary and secondary on the pole line. The common neutral shall be effectively multigrounded with at least four pole ground connections on the conductor per mile of line exclusive of ground connections at customers service equipment.

C. If a vertical ground exists on the pole then the Telephone Company technician may bond to the vertical ground within the communication space on the pole.

2. Procedures

A. Bonding Requests

Bonding requests shall be made, upon completion of construction, by the Telephone Company on a separate Exchange of Notice form. Such requests will be held by the Electric Company until the connections have been made. The completion date will then be filled in and one copy of Exchange of Notice returned to the Telephone Company.

B. Billing

Whenever a special trip is necessary to make said connections, billing for bonding connections will be \$60.00 per completed connection and shall be included on the monthly summary of intercompany billing.

Bruce W. Spenny
New England Telephone Company

Alan H. Reed
New England Electric System

INTERCOMPANY OPERATING PROCEDURES

IOP L

L. FLAT RATE BILLING

1. A flat rate reciprocal billing amount of \$500.00 per pole (of which \$400.00 is the cost of installation and \$100.00 is the cost of removal) will take effect on August 1, 1993. This rate will be applied to all poles billed on or after that date regardless of size.
2. In the event that additional height is to be for the exclusive use of one joint owner, a Flat Rate Billing amount of \$100.00 per pole will be charged. When these poles are replaced for any reason, joint-owner space requirements will be evaluated and billing for the replacement will be based on the agreed to space allocation.
3. When an anchor rod is set solely for the benefit and use of one Company, such as for service/subscriber poles, the anchor will be billed at the Flat Rate Reciprocal Billing amount of \$200.00.
4. These rates will apply to new installations and replacements. Billing will no longer occur for plant sacrifice, shifting and straight removal transactions.
5. When one Company desires to purchase interest in an existing solely owned pole the following billing procedure, based on set date, will apply:
 - a. For poles suitable for joint use and 20 or less years old, billing will be at the flat rate reciprocal billing amount.
 - b. For poles suitable for joint use and more than 20 years old, no billing will occur.
 - c. For poles not suitable for joint use, regardless of age, the sole owner will place a suitable pole and billing will be at the flat rate reciprocal amount.
 - d. Custodianship will be in accordance with IOP C.
6. Unauthorized Attachments -- Where either Company is found to be attached without benefit of ownership to an existing solely owned pole of the other Company, the owner will send an Exchange of Notice to the non-owner, so advising. The non-owner will return the form within 30 days advising the owner that: 1) the attachment has been removed or 2) joint ownership is desired. If the Exchange of Notice is not returned within 30 days or if joint ownership is desired, the non-owner shall purchase interest in the pole at the reciprocal billing amount, regardless of the age of the pole. Where signed refusal of joint ownership can be documented (via Form 605) billing will be at twice the reciprocal billing amount. (This provision will supersede 5A & 5B of this section.

7. If the maintaining company refuses, in writing via a signed Exchange of Notice, to set joint use poles in its maintenance area, said poles shall be set by the other company. If the maintaining company then wishes to purchase interest in said poles, billing will be as follows:
- a. For poles five (5) or less years old (commencing from date set), billing will be at twice the flat rate amount.
 - b. For poles over five (5) years old (commencing from date set), billing will be at the flat rate amount.

Bruce W. Spivey
New England Telephone Company

Alan T. Reed
New England Electric System

INTERCOMPANY OPERATING PROCEDURES

IOP M

M. PREPARATION OF FORMS 1045

The Form 1045 "Monthly Summary of Intercompany Billing and Memorandum" is designed to meet the requirements of both companies for intercompany billing. The Form 1045 shall be used by both companies to submit to each other its records of billing charges.

The monthly billing procedure provides for assimilating all charges which are accumulated by both companies into a single monthly bill for each operating area. All entries on the Form 1045 shall be verified by comparison with the detail on the executed copies of previously rendered Exchange of Notice Forms (605).

Joint transactions usually fall into one of the seven following categories:

- A = Install Mutual Height
- B = Install Excess Height
- C = Initial Interest
- D = Remaining Interest
- E = Remove
- F = Damaged Pole
- G = Install Anchor

The following is an interpretation of the codes that are preprinted in the upper left hand corner of the form 1045:

Code A = Install Mutual Height

This term indicates an item of new pole plant being installed jointly owned at a mutually agreed to height.

Code B = Install Excess Height

This term indicates an item of new pole plant being installed as jointly owned with either company purchasing additional height for its sole benefit.

Code C = Initial Interest

This is usually the sale of an interest in existing pole plant by one Company whose present ownership is 100%. As a result of this transaction the item will be jointly owned.

Code D = Remaining Interest

This is usually the sale by one of the existing joint owners of his entire interest in an item of pole plant to the co-owner. The item will become 100% owned by the party buying the remaining life as a result of this transaction.

- M1 -

Code E = Remove

This represents jointly owned pole plant removed in connection with a straight removal. No billing will occur with this item.

Code F = Damaged Pole

This item indicates a jointly owned pole damaged by a third party. No billing is to occur with this item.

Code G = Install Anchor

This item indicates an anchor installed by one Company for the sole benefit of the other company. Billing will occur via the Flat Rate Billing Procedure. Authorization will occur by an Exchange of Notice.

The headings on the Form 1045 are preprinted and largely self-explanatory although the following will be observed:

1. Month/Year: The month and year entered will be for work performed by the field forces during the monthly billing period.
2. Sheet ___ of ___: Sheet numbers will be entered sequentially starting with Number 1 for each Engineering District each month.
3. Bill No.: Primarily for Telephone Company use.
4. District: Enter the New England Telephone Engineering District rendering the bill.
5. Private Property: (All - Partial - None) For Telephone Company use only. Cross out the two which do not apply. Poles on private property will be indicated on Form 108 and will be encircled.

COLUMN ITEMS

1. Column 1 = Telephone Company Estimate or Work Order: For Telephone Company use only.
2. Column 2 = Work Codes: Enter the proper work code (letters A through G) from chart at top left hand side of 1045 Form.

3. Column 3 = Telephone Company Pole Number: Enter Telephone Company pole number when it is the custom to use two separate pole numbers, one for Telephone Company and one for Power Company.
4. Column 4 = Pole Number Electric Company or Common Number: Enter Power Company Number when separate pole numbers are used. This same column should be used to record the common number in those areas where a common numbering system is employed.
5. Column 5 = Municipality - Street: Enter the street and town where the new pole is to be placed.
6. Column 6 = PP (Private Property): Indicate if this pole is to be placed on private property. (Yes - Y or No -N)
7. Column 7 = % Ownership: Indicate on what basis the pole is to be purchased by each Company.
8. Column 8 = Length and Class: Enter the length and class of the pole covered by the Exchange of Notice.
9. Column 9 = Anchor Size: Enter the strength rating of the anchor installed.
10. Column 10 = Wood Treatment: Enter the type of preservative with which the pole has been treated.
11. Column 11 = Year Placed: Enter the year which pole/anchor was placed.
12. Column 12 = Tax: Applicable to the State of Massachusetts only. Telephone Company is to enter present rate of sales tax on any pole or anchor in which it is to acquire an interest.
13. Column 13 = Exchange of Notice: Enter the number of the Exchange of Notice.
14. Column 14 = Purchase or Sale of Interest: Enter amount associated with purchase or sale of interest in an existing pole/anchor. Include in this column the flat rate cost for bonding (\$60.00) from the Electric Company to the Telephone Company, when applicable.

15. Column 15 = Removal Cost: Enter whether or not a pole is to be removed via the Exchange of Notice. Typically no billing will occur for removals.
16. Column 16 = Excess Height: Enter the Flat Rate cost for excess height if mutually agreed as indicated in the Exchange of Notice.
17. Column 17 = Field Code: For Telephone Company use only.
18. Column 18 = Power Company: For Electric Company use only -
- Miscellaneous information.

Bruce W. Spurney
New England Telephone Company

Alan Reed
New England Electric System

MONTHLY SUMMARY OF INTER-COMPANY BILLING AND MEMORANDUM

NATURE OF WORK CODE

- A - INSTALL MUTUAL HEIGHT
- B - INSTALL EXCESS HEIGHT
- C - INITIAL INTEREST
- D - REMAINING INTEREST
- E - REMOVE
- F - DAMAGED POLE
- G - INSTALL ANCHOR

TO _____ COMPANY _____
 FROM _____ COMPANY _____

MONTH _____ YEAR _____
 SHEET _____ OF _____
 BILL NO _____
 DISTRICT _____

PRIVATE PROPERTY: ALL PARTIAL NONE

ESTIMATE OR WORK ORDER 1	W C 2	POLE NUMBER		MUNICIPALITY STREET 6	Y/N P 8	% OWN 7	LENGTH & CLASS 8	ANCHOR SIZE 9	WOOD TREAT 10	YEAR 11	TAX 12	EXCHANGE OF NOTICE 13	BILLING			TELCO FIELD CODE 17	POWER COMPANY 18
		TELCO 3	POWER 4										PLACING OR SALE OF INTEREST 14	REMOVAL COSTS 15	EXCESS HEIGHT 16		
											TOTAL		TOTAL	TOTAL	TOTAL		

APPROVED FOR POWER COMPANY

APPROVED FOR TELEPHONE COMPANY

TOTAL THIS SHEET

DATE

INTERCOMPANY OPERATING PROCEDURE

IOP N

N. MONTHLY BILLING PROCEDURE

1. Negotiations prior to the receipt of a bill are carried out by use of Form 605, Joint Ownership - Exchange Of Notice.
2. Upon completion of work by either Company, the Company performing the work shall by the eighth day of the subsequent month after its completion, render to the other Company an original and duplicate itemized statement of charges, Form 1045, Monthly Summary of Inter-company Billing and Memorandum.
3. All entries on the Form 1045 shall be verified by comparison with the detail on the executed copies of the previously rendered Exchange of Notice, Form 605. Clerical errors or billing for work not completed shall be discussed by the district representatives of both companies. Corrections that can be mutually agreed upon promptly shall be entered on all copies of the Form 1045 of both companies. The original 1045 Forms shall be returned to the Company submitting the charges by the 25th day of the month.
4. Each co-owner shall prepare a summarized bill representing billing charges from all districts or areas within the Company and forward it to the co-owner by the 28th of the month. A monthly net bill will then be rendered by the creditor company to the debtor company.

If a co-owner has its summarized bill prepared but has not received the other co-owners summarized bill by the 15th of the following month, the prepared bill may be rendered to the co-owner immediately. The co-owner will render its summarized bill when ready. Even though statement billing is allowed, the net billing process is preferred.

Burt W. Spence
New England Telephone Company

Walter H. Reed
New England Electric System

INTERCOMPANY OPERATING PROCEDURE

IOP 0

O. JOINT CONSTRUCTION NOTICE

The Company that places a new pole or replaces or relocates an existing pole, will immediately notify in writing the co-owner and all authorized licensors when a pole is ready to be transferred. The Joint Construction Notice form shall be used.

Joint Construction Notice to be prepared by the originating Company and distributed as follows:

- A. Original and one copy will be sent to the joint owner.
- B. Hold one copy in a Pending File.
- C. A copy will be sent to any foreign company attached to pole; e.g., Fire Alarm, CATV, etc.
- D. At the completion of their work, the joint owner will sign and return the original notice to the originating Company. The copy in the Pending File should be removed.
- E. The completed copy may at this time be filed with the work order or filed separately for future reference, such as, indicating the type of sidewalk repairs needed.
 1. Data placed on these forms will be restricted to one street only. However, several poles on one street may be so noted.
 2. New Construction -- Notice to be prepared as soon as the poles are ready for the joint Company to occupy. This means that the joint anchoring for each pole listed must be completed.
 3. Work that has been performed will be indicated by inserting an "X" in the proper columns.
 4. In the "Remarks" section list any information that may be of interest to the joint Company or for future reference, such as:

- a. Old pole to be removed promptly --
abutter request.
 - b. Construction conflict exists --
transfer promptly.
5. Replacements or Relocations -- It shall be the responsibility of the Company that sets the new pole to notify the joint Company and all other parties having attachments on the existing pole.
 6. It will be the responsibility of the last party transferring its attachments to remove the old pole top and to expedite the transferring of any attachments such as Fire Alarm, Pole Signal, TV Cables, etc.
 7. It is recommended that the preparation of these Notices be made part of the daily routine.

Bruce W. Sperry
New England Telephone Company

Mont. Reed
New England Electric System

TO _____ (COMPANY) _____ (LOCATION) _____ DATE _____

FROM _____ (COMPANY) _____ (LOCATION) _____ MEMO _____

LEC. CO. ORDER _____

TEL. CO. ORDER _____

THE FOLLOWING WORK IS LOCATED IN _____ (MUNICIPALITY)

LIST WORK BY STREET AND NUMBERS	NEW CONSTRUCTION			OLD CONSTRUCTION			CONSTRUC TRANSFER	
	POLE SET	GUY STRAND	ROD ANCHOR	REPLACEMENTS		RELOCATE	JOINT OWNERS	
				POLE	BUTT		ELECT	TELE
				REMOVED	REMOVED			
YES	NO							

LAST PARTY TO TRANSFER WILL REMOVE OLD POLE

REMARKS: _____

ARE SIDEWALK REPAIRS COMPLETED? _____

TYPE OF SIDEWALKS _____

DESIGNED BY _____ FOR _____

COMPLETED BY _____ FOR _____

WHEN YOUR ASSOCIATED WORK IS COMPLETED, RETURN ONE COPY TO CONSTRUCTION DEPARTMENT AT THE ABOVE ADDRESS.

INTERCOMPANY OPERATING PROCEDURE

IOP P

P. PREPARATION OF JOINT OWNERSHIP -- EXCHANGE OF NOTICE

1. DEFINITION

The Exchange of Notice (Form 605) is the legal instrument used to notify the co-owner that it wishes to (request) install, remove or rearrange poles, guy stubs, push braces or anchors. It is also used to request bonding connections and joint tree trimming.

When signed and returned by the co-owner to the originator it serves as authorization to proceed with construction and signifies acceptance of joint billing in accordance with the Flat Rate Billing IOP L. The Exchange of Notice shall be returned within 14 days to the originator. Once the Exchange of Notice has been signed by both co-owners and the resulting construction has been completed, there should be no dispute as to the subsequent 1045 billing provided for in IOP L.

The Exchange of Notice (Form 605) should be transmitted to the co-owner by the maintaining company for all proposed joint owned work. All refusal of JO work must be in writing, stating the reason for refusal of the proposed work. This signed Form 605 signifying refusal must be returned to the co-owner.

2. EXCHANGE OF NOTICE (FORM 605)

a. The Exchange of Notice will be used by both Companies to exchange information associated with the following transactions:

1. Purchase interest in existing pole(s) of the other Company.
2. Sell interest in existing pole(s) to the other Company.
3. Erect new jointly owned pole(s).
4. Replace existing jointly owned pole(s).
5. Relocate existing jointly owned pole(s).
6. Abandon jointly owned pole location(s).
7. Install or replace a jointly owned anchor.
8. Indicate non-standard condition.
9. Indicate to custodian of a pole that needs to be replaced.
10. Request pole attachments to be transferred.
11. Request co-owner of a pole to participate in pole replacement.
12. Other requests, such as solely owned anchors, bonding connections and joint tree trimming as indicated on sketch.

- b. The Exchange of Notice shall specify the proportion of interest of the Companies in the pole(s), the space assignment to each Company thereon, the proportion of the cost of construction and maintenance to be borne by each Company, and shall include a plan showing the location of the pole(s) and anchors.
- c. The Exchange of Notice will become a part of the existing Joint Ownership Agreement; it must be neat, legible, and kept unfolded. Work not associated with the specific undertaking should be excluded from the form. Changes should not occur once a form is completed and signed by both Companies.
- d. Either the Telephone Company or Electric Company may initiate an Exchange of Notice. The maintenance Company shall be responsible for Form 605 to accurately reflect the agreement between co-owners and all work performed conforms to the agreement.

3. PREPARATION OF EXCHANGE OF NOTICE

This form may be filled out prior to field meetings and if mutually agreeable, signed in the field to expedite the work to be performed. In these situations a copy must be forwarded to the consenting parties within five (5) days. (See 2a above)

a. FRONT SIDE OF FORM (See exhibit a)

- (1) Line 1. Indicate name, location, and Notice No., (if any), of the Company Name to whom this form will be presented.
- (2) Line 2. Indicate the Company Representative to whom the request is made, Order No., (Telephone use only) and Sequence No. (Electric use only).
- (3) Line 3. Indicate name and location of the Company Name presenting the form and the date the form was prepared.
- (4) Line 4. Indicate the Company Representative asking for the work to be performed, the town in which the work is to take place, and the town code (Electric use only).
- (5) Line 5. Schedule. A check (✓) is to be placed in the appropriate box indicating the type of work that is to be performed.

- (6) Line 6. Location and Description of Items Checked. This space is allocated to draw a physical arrangement of the work being requested. By no means is this location intended to be the only space for plans to be drawn, additional plans may be attached to the Form 605 to clarify any proposal.

Indicated in the block is the:

1. Exchange (Telephone use only).
 2. Street Address
 3. Route Number (Electric use only).
 4. A sketch of the work.
 5. Operating voltage of the conductors (highest voltage only -- Electric use).
 6. Who prepares the sketch.
- (7) Line 7. Indicate the Company Representative who receives this form and the date received. This line does not need to be completed if the Company Representative is the same individual signing the agreement. (Line 8).
- (8) Line 8. Indicates the Company Representative who is agreeing to, or refusing the proposed work, the date, and the Company. If the agreed to is not lined out leaving a clear indication of a refusal to participate it shall be implied the proposed work is acceptable.
- (9) Line 9. Returned Date -- Allows entry of date returned to originator.

Received Date -- Allows entry of date received by the originator.

b. REVERSE SIDE OF FORM. (Exhibit b)

HEADING -- Space is provided for order numbers for both the Telephone and Electric Companies, as well as the notice number (Telephone use only).

NATURE OF WORK -- These code letters were adapted for the Intercompany Billing Form as a means of saving space. Nature of Work codes agree with those on the Billing Form 1045. The meaning and intended use of these various codes are as follows:

CODE A -- INSTALL MUTUAL HEIGHT

This term indicates an item of new pole plant being installed jointly owned at a mutually agreed to height.

CODE B -- INSTALL EXCESS HEIGHT

This term indicates an item of new pole plant being installed as jointly owned with either Company purchasing additional height for its sole benefit.

CODE C -- INITIAL INTEREST

This is usually the sale of an interest in existing pole plant by one Company whose present ownership is 100%. As a result of this transaction the item will be jointly owned.

CODE D -- REMAINING INTEREST

This is usually the sale by one of the existing joint owners of his entire interest in an item of pole plant to the co-owner. The item will become 100% owned by the party buying the remaining life as a result of this transaction.

CODE E -- REMOVE

This represents jointly owned pole plant removed in connection with a straight removal. No billing will occur with this item.

CODE F -- DAMAGED POLE

This item indicates a jointly owned pole damaged by a third party. No billing is to occur with this item.

CODE G -- INSTALL ANCHOR

This item indicates an anchor installed by one Company for the sole benefit of the other Company. Billing will occur via the Flat Rate billing procedure. Authorization will occur by an Exchange of Notice.

The headings on the form 605 are preprinted and largely self-explanatory although the following will be observed.

COLUMN ITEMS

POLE NUMBER

COLUMN 1 --

Telephone Company Pole Number is to be shown here when it is the custom to use two separate pole numbers, one for Telephone Company and another for Electric Company designation.

COLUMN 2 -- Power Company or common number is to be used for the Electric Company Number where separate pole numbers are used. This same column should be used to record the common number in those areas where a common numbering system is employed.

EXISTING PLANT

COLUMN 3 -- Enter appropriate work code.

COLUMN 4 -- Is to be used to indicate the present ownership of an item of existing plant prior to the transaction that is being recorded. Use 50% if jointly owned. If solely owned, Electric or Telephone, use 100%.

COLUMN 5,6,7 - Enter the pole length, class, and kind of treatment.

COLUMN 8 -- Enter the anchor size.

COLUMN 9 -- Enter the year in which plant was placed.

COLUMN 10,11 -- Enter the amount of the item being billed. Telephone Pay or Electric Pay in the appropriate column.

COLUMN 12 -- This column is provided for local use as desired by billing clerks during the progress of the individual form.

PRIVATE PROPERTY

COLUMN 13 -- Enter private property owner's name when appropriate.

PROPOSED PLANT

COLUMNS 14-20 -- The information entered in these columns reference the new plant to be installed and should be filled out similarly to Columns 5 through 8 and 10 through 12.

Bruce W. Gurney
New England Telephone Company

Almont Reed
New England Electric System

Form 805A
(1-63)

NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY

JOINT OWNERSHIP - EXCHANGE OF NOTICE

(RETURN WITHIN 14 DAYS FOR ITEMS 1 TO 7 & 12)
(RETURN UPON COMPLETION OF WORK FOR ITEMS 8 TO 11 INC)

TO _____ LOCATION _____ NOTICE # _____
COMPANY

FOR CO. REP. _____ ORDER # _____ SEQUENCE # _____
TELEPHONE

FROM _____ LOCATION _____ DATE _____ ELECT. _____
COMPANY

BY CO. REP. _____ MUNICIPALITY _____ TOWN CODE

SCHEDULE					
V	ITEM	NATURE OF NOTICE OR REQUEST	V	ITEM	NATURE OF NOTICE OR REQUEST
	1	APPLICATION TO PURCHASE INTEREST		7	NOTICE TO INSTALL / REPLACE JO ANCHOR
	2	APPLICATION TO SELL INTEREST		8	NOTICE OF NON - STANDARD CONDITIONS
	3	NOTICE OF INTENT TO ERECT NEW POLES		9	NOTICE TO CUSTODIAN OF POLE IN NEED OF REPLACEMENT
	4	NOTICE OF INTENT TO REPLACE JO POLES		10	REQUEST TO TRANSFER
	5	NOTICE OF INTENT TO RELOCATE JO POLES		11	POLE REINFORCEMENT
	6	NOTICE OF INTENT TO ABANDON POLES		12	OTHER AS DETAILED BELOW

GIVE LOCATION AND DESCRIPTION OF ITEM(S) CHECKED

EXCHANGE _____ STREET _____ ROUTE #

SKETCH

VOLTAGE _____

PREPARED BY _____

RECEIVED BY _____ DATE _____

AGREED TO BY _____ DATE _____
 REFUSED BY _____ DATE _____
COMPANY

DATE RETURNED _____ DATE RECEIVED _____

NATURE OF WORK CODE

NOTICE NO _____ SEQ. # _____

A = INSTALL MUTUAL HEIGHT
 B = INSTALL EXCESS HEIGHT
 C = INITIAL INTEREST
 D = REMAINING INTEREST

E = REMOVE
 F = DAMAGED POLE
 G = INSTALL ANCHOR

ORDER NO _____
 TEL. _____ ELEC. _____

POLE NUMBER		WORK COMPANY CODE	OWNER SHIP	LENGTH	CLASS	EXISTING PLANT				BILLING		CHECK	PRIVATE PROPERTY				PROPOSED PLANT		CHECK	
TELCO COMPANY	POWER COMPANY					TR WOOD MENT	ANS CHOR	Y EAC ED	TEL. PAY	ELECT. PAY	WHEN POLES ARE ON PRIVATE PROPERTY				BILLING					
											SHOW PROPERTY OWNERS NAME				LENGTH	CLASS	TR WOOD MENT	ANS CHOR		TEL. PAY
1	2	3	4	5	6	7	8	9	10	11	12	13	14	15					16	

AMENDMENT TO INTERCOMPANY OPERATING PROCEDURES

THIS AMENDMENT made this 25 day of September, 2021, by and between Granite State Electric Company, Massachusetts Electric Company, Nantucket Electric Company and Narragansett Electric Company and Verizon New England Inc.

WITNESSETH

WHEREAS, Granite State Electric Company, Massachusetts Electric Company and Narragansett Electric Company and New England Telephone and Telegraph Company d/b/a Bell Atlantic - New England entered into agreements titled "Intercompany Operating Procedures," dated August 1, 1993 ("IOPs") covering operating procedures for poles they jointly own; and

WHEREAS, In the IOPs, Granite State Electric Company, Massachusetts Electric Company and Narragansett Electric Company were incorrectly identified as "New England Electric"; and

WHEREAS, In the IOPs, New England Telephone and Telegraph Company d/b/a Bell Atlantic - New England was incorrectly identified as "New England Telephone"; and

WHEREAS, National Grid USA, the parent company of Granite State Electric Company, Massachusetts Electric Company and Narragansett Electric Company is now also the parent company of Nantucket Electric company; and

WHEREAS, National Grid USA has acquired Eastern Utility Associates, the parent company of Blackstone Valley Electric Company, Eastern Edison Company and Newport Electric Corporation; 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 words "New England Electric" shall be replaced with "Granite State Electric Company, Massachusetts Electric Company, Nantucket Electric Company and Narragansett Electric Company" at each place they appear in the IOPs.
2. The words "New England Telephone" shall be replaced with "Verizon New England Inc." at each place they appear in the IOPs.
3. The municipalities formerly served by Blackstone Valley Electric Company, Eastern Edison Company and Newport Electric Company shall be incorporated into the IOPs by amending IOP C,

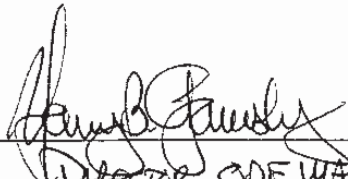
titled "Custody and Maintenance," by replacing the list of municipalities attached thereto, with the list of municipalities attached hereto. This amended list of municipalities is hereby made a part of IOP C.


4. In all other respects, the IOPs shall continued unaltered.

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.

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

By: 
Title: Director OPE WA
Date: 9/25/01

By: 
Title: Sr VP & Treasurer
Date: 8/17/01

Massachusetts Electric Company / Verizon New England Inc.

Joint Pole Custody

<u>Municipality</u>	<u>Custodian</u>	<u>Elec. Co.</u> <u>District - Area</u>	<u>Tel. Co.</u> <u>Area</u>	<u>District</u>
Abington	Elec.	South Shore - Brockton	Brockton	
Adams	Tel.	Western - North Adams	Springfield	
Alford	Elec.	Western - Gt Barrington	Springfield	
Amesbury	Tel.	Merrimack Valley - Newburyport	Malden/Merrimack Valley	
Andover	Elec.	Merrimack Valley - North Andover	Malden/Merrimack Valley	
Athol	Split: Elec. - NW of RR. Tel. - SE of RR.	Western - Athol	Fitchburg	
Attleboro	Split: GENERAL: Elec. - Between & Including Washington St. (Rte. 1) & RR tracks. Tel. - W of Washington St. (Rte. 1) or E of RR tracks. EXCEPTIONS: Elec. - Areas E of RR tracks: 1) Park St. from RR tracks to Oak Hill Ave, 2) Oak Hill Ave. from Park St. to Reynolds St., 3) Pine St. from Park St. to Orange St., 4) Orange St. from Pine St. to S. Main St. & S. 5) Main St. from Orange St. south to RR tracks. Tel. - Areas between Washington Street & RR tracks: 1) Commonwealth Ave. from N. Attleborough town line to N. Main St., 2) N. Main St. from Commonwealth Ave to Claflin St., 3) Claflin St. from N. Main St. to Banks St., 4) Banks St. from Claflin St. to Park St., 5) County St. from Dennis St. to Venus Way, 6) Venus Way from County St. to County St. & 7) County St. from Venus Way to Pawtucket town line.	Southeast - Attleboro	Worcester & RI	
Auburn	Tel.	Central - Worcester	Worcester	
Avon	Elec.	South Shore - Brockton	Brockton	
Ayer	Tel.	Central - Leominster	Worcester	
Barre	Elec.	Western - Athol	Worcester	
Belchertown	Tel.	Western - Monson	Springfield	
Bellingham	Split: See Attached Map.	Southeast - Hopedale	Worcester & RI	
Berlin	Tel.	Central - Leominster	Worcester	
Beverly	Elec.	North Shore - Beverly	Malden/Merrimack Valley	
Billerica	Elec.	Merrimack Valley - Lowell - East	Malden/Merrimack Valley	
Blackstone	Tel.	Southeast - Hopedale	Worcester & RI	
Bolton	Tel.	Central - Leominster	Worcester	
Boxford	Tel.	Merrimack Valley - North Andover	Malden/Merrimack Valley	
Bridgewater	Tel.	South Shore - Brockton	Brockton	
Brimfield	Split	Western - Monson	Springfield	
Brockton	Split: Elec. - E of Main St. & N. Main St. Tel. - On & W of Main St. & N. Main St.	South Shore - Brockton	Brockton	
Brookfield	Tel.	Central - Spencer	Worcester	
Charlmont	Elec.	Western - North Adams	Springfield	

Massachusetts Electric Company / Verizon New England Inc.

Joint Pole Custody

<u>Municipality</u>	<u>Custodian</u>	<u>Elec. Co.</u> <u>District - Area</u>	<u>Tel. Co.</u> <u>Area</u>	<u>District</u>
Charlton	Tel.	Central - Spencer	Worcester	
Cheimsford	Tel.	Merrimack Valley - Lowell - West	Malden/Merrimack Valley	
Cheshire	Tel.	Western - North Adams	Springfield	
Clarksburg	Elec.	Western - North Adams	Springfield	
Clinton	Elec.	Central - Leominster	Worcester	
Cohasset	Elec.	South Shore - Hanover		
Dighton	Tel.	Southeast - Fall River	Brockton	
Douglas	Elec.	Southeast - Uxbridge	Worcester	
Dracut	Tel.	Merrimack Valley - Lowell - East	Malden/Merrimack Valley	
Dudley	Elec.	Central - Worcester	Worcester	
Dunstable	Elec.	Central - Leominster	Malden/Merrimack Valley	
East Bridgewater	Tel.	South Shore - Brockton	Brockton	
East Brookfield	Tel.	Central - Spencer	Worcester	
East Longmeadow	Tel.	Western - Monson	Springfield	
Easton	Tel.	South Shore - Brockton	Brockton	
Egremont	Elec.	Western - Gt Barrington	Springfield	
Erving	Elec.	Western - Athol	Worcester	
Essex	Elec.	North Shore - Gloucester	Malden/Merrimack Valley	
Everett	Elec.	North Shore - Malden	Malden/Merrimack Valley	
Fall River	Split: <u>Elec.</u> - Area W of Watuppa Pond & N of Bedford St. <u>Tel.</u> - E of Watuppa Pond; & On & S of Bedford St.	Southeast - Fall River	Brockton	
Florida	Elec.	Western - North Adams	Springfield	
Foxborough	Split: <u>Elec.</u> - W of Rte. 140. <u>Tel.</u> - E of Rte. 140.	Southeast - Hopedale	Worcester	
Franklin	Elec.	Southeast - Hopedale	Worcester	
Gardner	Elec.	Central - Leominster	Worcester	
Gloucester	Elec.	North Shore - Gloucester	Malden/Merrimack Valley	
Goshen	Split: <u>Elec.</u> - NE of Rte. 9 & on Rte. 9 from E. Town line to P.448. <u>Tel.</u> - SW of Rte. 9 & on Rte. 9 from W. Town line to P.449.	Western - Northampton	Springfield	
Grafton	Tel.	Central - Worcester	Worcester	
Great Barrington	Elec.	Western - Gt Barrington	Springfield	
Halifax	Tel.	South Shore - Hanover	Brockton	
Hamilton	Elec.	North Shore - Beverly	Malden/Merrimack Valley	
Hampden	Tel.	Western - Northampton	Springfield	
Hancock	Elec.	Western - North Adams	Springfield	
Hanover	Elec.	South Shore - Brockton		
Hanson	Elec.	South Shore - Hanover		
Hardwick	Elec.	Western - Monson	Springfield	
Harvard	Tel.	Central - Leominster	Worcester	
Haverhill	Tel.	Merrimack Valley - Newburyport	Malden/Merrimack Valley	
Hawley	Tel.	Western - North Adams	Springfield	
Heath	Tel.	Western - North Adams	Springfield	
Holbrook	Tel.	South Shore - Weymouth	Metro/Quincy	
Holland	Elec.	Western - Monson	Springfield	
Hopedale	Tel.	Southeast - Hopedale	Worcester	

Massachusetts Electric Company / Verizon New England Inc.

Joint Pole Custody

<u>Municipality</u>	<u>Custodian</u>	<u>Elec. Co.</u> <u>District - Area</u>	<u>Tel. Co.</u> <u>Area</u>	<u>District</u>
Hubbardston	Elec.	Central - Leominster	Worcester	
Lancaster	Tel.	Central - Leominster	Worcester	
Lawrence	Elec.	Merrimack Valley - North Andover	Malden/Merrimack Valley	
Leicester	Tel.	Central - Worcester	Worcester	
Lenox	Tel.	Western - Gt Barrington	Springfield	
Leominster	Elec.	Central - Leominster	Worcester	
Lowell	Elec.	Merrimack Valley - Lowell - East	Malden/Merrimack Valley	
Lynn	Tel.	North Shore - Lynn	Malden/Merrimack Valley	
Malden	Elec.	North Shore - Malden	Malden/Merrimack Valley	
Manchester	Elec.	North Shore - Beverly	Malden/Merrimack Valley	
Marlborough	Elec.	Southeast - Marlboro	Worcester	
Medford	Elec.	North Shore - Malden	Malden/Merrimack Valley	
Melrose	Tel.	North Shore - Malden	Malden/Merrimack Valley	
Mendon	Tel.	Southeast - Hopedale	Worcester	
Methuen	Tel.	Merrimack Valley - North Andover	Malden/Merrimack Valley	
Millford	Elec.	Southeast - Hopedale	Worcester	
Millbury	Tel.	Central - Worcester	Worcester	
Millville	Elec.	Southeast - Uxbridge	Worcester-Prov.,RI	
Monroe	Elec.	Western - North Adams	Rutland,VT	
Monson	Elec.	Western - Monson	Springfield	
Monterey	Elec.	Western - Gt Barrington	Springfield	
Mt. Washington	Elec.	Western - Gt Barrington	Springfield	
Nahant	Tel.	North Shore - Lynn	Malden/Merrimack Valley	
New Braintree	Elec.	Central - Spencer	Worcester	
New Marlboro	Elec.	Western - Gt Barrington	Springfield	
New Salem	Elec.	Western - Athol	Worcester	
Newbury	Elec.	Merrimack Valley - Newburyport	Malden/Merrimack Valley	
Newburyport	Elec.	Merrimack Valley - Newburyport	Malden/Merrimack Valley	
North Adams	Elec.	Western - North Adams	Springfield	
North Andover	Elec.	Merrimack Valley - North Andover	Malden/Merrimack Valley	
North Brookfield	Tel.	Central - Spencer	Worcester	
Northampton	Split: Elec. - NE of: In Leeds: River Rd. & Florence St.; In Florence: N. Main St., Main St. & S. Main St.; In Northampton: Elm St., Main St. & the RR tracks East of Mount Tom Rd. Tel. - On the following streets & SW of: In Leeds: River Rd. & Florence St.; In Florence: N. Main St., Main St. & S. Main St.; In Northampton: Elm St., Main St. & the RR tracks East of Mount Tom Rd.	Western - Northampton	Springfield	
Northborough	Tel.	Southeast - Marlboro	Worcester	
Northbridge	Elec.	Southeast - Uxbridge	Worcester	
Norton	Split: Elec. - On & S of Rte. 140, except Rte. 123 Tel. - N of Rte. 140 & Rte. 123	Southeast - Attleboro	Brockton/Cape	
Norwell	Elec.	South Shore - Hanover		
Oakham	Tel.	Central - Spencer	Worcester	
Orange	Tel.	Western - Athol	Worcester	

Massachusetts Electric Company / Verizon New England Inc.

Joint Pole Custody

<u>Municipality</u>	<u>Custodian</u>	<u>Elec. Co.</u> <u>District - Area</u>	<u>Tel. Co.</u> <u>Area</u>	<u>District</u>
Oxford	Elec.	Central - Worcester	Worcester	
Palmer	Elec.	Western - Monson	Springfield	
Pembroke	Elec.	South Shore - Hanover		
Pepperell	Elec.	Central - Leominster	Worcester	
Petersham	Elec.	Western - Athol	Worcester	
Phillipston	Tel.	Central - Leominster	Worcester	
Plainville	Split: Elec. - E of South St. Tel. - On & W of South St.	Southeast - Hopedale	Worcester	
Quincy	Tel.	South Shore - Weymouth	Metro/Quincy	
Randolph	Elec.	South Shore - Weymouth	Metro/Quincy	
Rehoboth	Split: Elec. - N of Rte. 44 & on Rte. 44 from E. Town line to Rt. 118. Tel. - S of Rte. 44 & on Rte. 44 from W. Town line to Rte. 118.	Southeast - Attleboro	Brockton/Cape	
Revere	Tel.	North Shore - Malden	Malden/Merrimack Valley	
Rockland	Elec.	South Shore - Brockton		
Rockport	Elec.	North Shore - Gloucester	Malden/Merrimack Valley	
Rowe	Elec.	Western - North Adams	Springfield	
Royalston	Tel.	Western - Athol	Worcester	
Rutland	Tel.	Central - Worcester	Worcester	
Salem	Tel.	North Shore - Beverly	Malden/Merrimack Valley	
Salisbury	Tel.	Merrimack Valley - Newburyport	Malden/Merrimack Valley	
Saugus	Tel.	North Shore - Malden	Malden/Merrimack Valley	
Scituate	Elec.	South Shore - Hanover		
Seekonk	Split: Elec. - N of Ledge Rd. & Jacob St., except Greenwood Ave. Tel. - S of Ledge Rd. & Jacob St., & on Ledge Rd., Jacob St. & Greenwood Ave.	Southeast - Attleboro	RI	
Sheffield	Tel.	Western - Gt Barrington	Springfield	
Shirley	Tel.	Central - Leominster	Worcester	
Shutesbury	Tel.	Western - Athol	Springfield	
Somerset	Elec.	Southeast - Fall River		
Southborough	Tel.	Southeast - Marlboro	Worcester	
Southbridge	Tel.	Central - Spencer	Worcester	
Spencer	Tel. Elec.	Central - Spencer	Worcester	
Stockbridge	Tel.	Western - Gt Barrington	Springfield	
Stoughton	Tel.	South Shore - Brockton	Brockton	
Sturbridge	Tel.	Central - Spencer	Worcester	
Sutton	Tel.	Central - Worcester	Worcester	
Swampscott	Tel.	North Shore - Lynn	Malden/Merrimack Valley	
Swansea	Elec.	Southeast - Fall River		
Tewksbury	Elec.	Merrimack Valley - Lowell - East	Malden/Merrimack Valley	
Topsfield	Tel.	North Shore - Beverly	Malden/Merrimack Valley	
Tyngsborough	Tel.	Merrimack Valley - Lowell - West	Malden/Merrimack Valley	
Upton	Elec.	Southeast - Hopedale	Worcester	

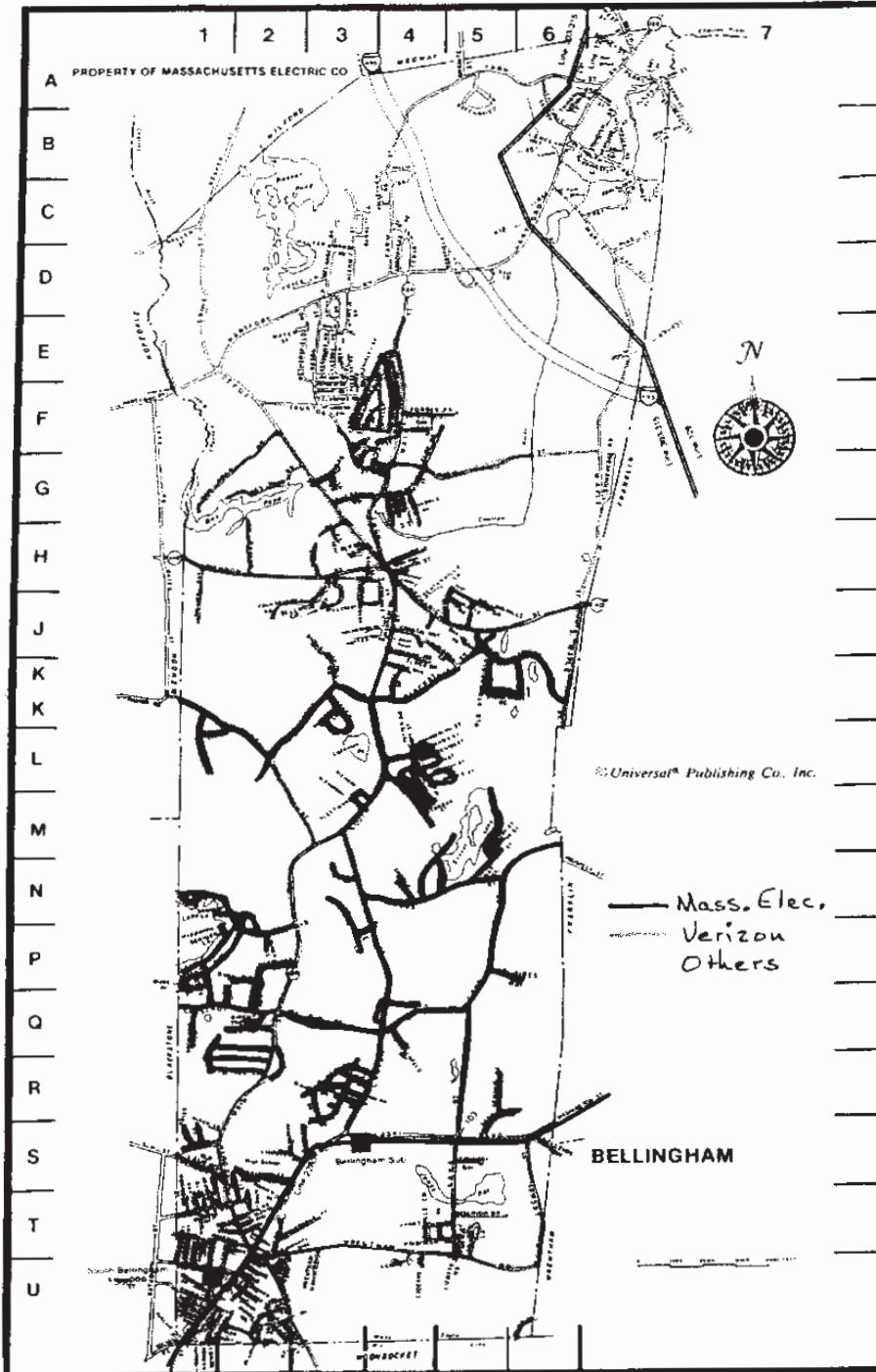
Massachusetts Electric Company / Verizon New England Inc.

Joint Pole Custody

<u>Municipality</u>	<u>Custodian</u>	<u>Elec. Co. District - Area</u>	<u>Tel. Co. Area</u>	<u>District</u>
Uxbridge	Split: Elec. - All of town, except state highway portion of Mendon St. & West Hill Rd. Tel. - State highway portion of Mendon St. & West Hill Rd.	Southeast - Uxbridge	Worcester	
Wales	Elec.	Western - Monson	Springfield	
Ware	Elec.	Western - Monson	Springfield	
Warren	Elec.	Western - Monson	Springfield	
Warwick	Tel.	Western - Athol	Worcester	
Webster	Elec.	Central - Worcester	Worcester	
Wendell	Tel.	Western - Athol	Worcester	
Wenham	Elec.	North Shore - Beverly	Malden/Merrimack Valley	
West Bridgewater	Tel.	South Shore - Brockton	Brockton	
West Brookfield	Elec.	Central - Spencer	Worcester	
West Newbury	Tel.	Merrimack Valley - Newburyport	Malden/Merrimack Valley	
West Stockbridge	Tel.	Western - Gt Barrington	Springfield	
Westborough	Elec.	Southeast - Marlboro	Worcester	
Westford	Tel.	Merrimack Valley - Lowell - West	Malden/Merrimack Valley	
Westminster	Tel.	Central - Leominster	Worcester	
Westport	Tel.	Southeast - Fall River	Brockton/New Bedford	
Weymouth	Elec.	South Shore - Weymouth	Metro/Quincy	
Whitman	Tel.	South Shore - Brockton	Brockton	
Wilbraham	Tel.	Western - Monson	Springfield	
Williamsburg	Split: Elec. - NE of Rte. 9 & on Rte. 9 from W. Town line to P.191. Tel. - SW of Rte. 9 & on Rte. 9 from E. Town line to P.190.	Western - Northampton	Springfield	
Williamstown	Tel.	Western - North Adams	Springfield	
Winchendon	Tel.	Central - Leominster	Worcester	
Winthrop	Tel.	North Shore - Malden	Malden/Merrimack Valley	
Worcester	Split: Elec. - On Streets & Backyards W. of RR. Tel. - Backyards E. of RR.	Central - Worcester	Worcester	
Wrentham	Tel.	Southeast - Hopedale	Worcester	

Massachusetts Electric Company / Verizon New England Inc.

Joint Pole Custody



Narragansett Electric Company / Verizon New England Inc.

Joint Pole Custody

<u>Municipality</u>	<u>Custodian</u>	<u>Elec. Co.</u> <u>District - Area</u>	<u>Tel. Co.</u> <u>District - Area</u>
Barrington	Tel.	Capital - Warren	Providence
Bristol	Elec.	Capital - Warren	Providence
Burrillville	Tel.	Capital - Lincoln	Providence
Central Falls	Elec.	Capital - Lincoln	Providence
Charlestown	Elec.	Coastal - Westerly	Providence
Coventry	Elec.	Coastal - No. Kingstown	Providence
Cranston	Elec.	Capital - Cranston	Providence
Cumberland	Elec.	Capital - Lincoln	Providence
East Greenwich	Tel.	Coastal - No. Kingstown	Providence
East Providence	Tel.	Capital - Warren	Providence
Exeter	Tel.	Coastal - No. Kingstown	Providence
Foster	Tel.	Capital - Chopmist	Providence
Glocester	Tel.	Capital - Chopmist	Providence
Hopkinton	Elec.	Coastal - Westerly	Providence
Jamestown	Tel.	Coastal - Middletown	Providence
Johnston	Tel.	Capital - Cranston	Providence
Lincoln	Tel.	Capital - Lincoln	Providence
Little Compton	Tel.	Coastal - Middletown	Providence
Middletown	Elec.	Coastal - Middletown	Providence
Narragansett	Tel.	Coastal - No. Kingstown	Providence
Newport	Elec.	Coastal - Middletown	Providence
North Kingstown	Tel.	Coastal - No. Kingstown	Providence
North Providence	Tel.	Capital - Providence	Providence
North Smithfield	Elec.	Capital - Lincoln	Providence
Pawtucket	Split: <u>Elec.</u> - 1) Area between the Blackstone / Pawtucket River & the RR tracks W of the Blackstone / Pawtucket River; & 2) the area E of Pawtucket Industrial Hwy. <u>Tel.</u> - 1) Area W of the RR tracks W of the Pawtucket River; & 2) the area between the Blackstone / Pawtucket River and Pawtucket Industrial Hwy.	Capital - Lincoln	Providence
Portsmouth	Elec.	Coastal - Middletown	Providence
Providence	Split: <u>Elec.</u> - Area S & W of the dividing line defined by the centerlines of Rte 6 from the Johnston town line to the RR tracks, then along the RR tracks to the canal, then along the canal to the Providence River. <u>Tel.</u> - Area N & E of the dividing line defined by the centerlines of Rte 6 from the Johnston town line to the RR tracks, then along the RR tracks to the canal, then along the canal to the Providence River.	Capital - Providence	Providence
Richmond	Elec.	Coastal - Westerly	Providence
Scituate	Tel.	Capital - Chopmist	Providence
Smithfield	Tel.	Capital - Chopmist	Providence
South Kingstown	Elec.	Coastal - Westerly	Providence
Tiverton	Tel.	Coastal - Middletown	Providence

Narragansett Electric Company / Verizon New England Inc.

Joint Pole Custody

<u>Municipality</u>	<u>Custodian</u>	<u>Elec. Co.</u> <u>District - Area</u>	<u>Tel. Co.</u> <u>District - Area</u>
Warren	Elec.	Capital - Warren	Providence
Warwick	Elec.	Coastal - Warwick	Providence
West Greenwich	Tel.	Coastal - No. Kingstown	Providence
West Warwick	Elec.	Coastal - No. Kingstown	Providence
Westerly	Elec.	Coastal - Westerly	Providence
Woonsocket	Split:	Capital - Lincoln	Providence
	<p><u>Elec.</u> - SW of the Blackstone River from the Lincoln town line to the first RR bridge just east of the Main St. By-Pass & then along the RR from said bridge to to the North Smithfield town line just West of River St.</p> <p><u>Tel.</u> - NE of the Blackstone River from the Lincoln town line to the first RR bridge just east of the Main St. By-Pass & then along the RR from said bridge to to the North Smithfield town line just West of River St.</p>		

Granite State Electric Company / Verizon New England Inc.

Joint Pole Custody

<u>Municipality</u>	<u>Custodian</u>	<u>Elec. Co. District - Area</u>	<u>Tel. Co. Area</u>	<u>District</u>
Acworth	Elec.	Merrimack Valley - Walpole	NH - Laconia, NH	
Alstead	Tel.	Merrimack Valley - Walpole	NH - Laconia, NH	
Bath	Tel.	Merrimack Valley - Lebanon	NH - Laconia, NH	
Canaan	Tel.	Merrimack Valley - Lebanon	NH - Laconia, NH	
Charlestown	Elec.	Merrimack Valley - Walpole	NH - Laconia, NH & White River Jct., VT	
Cornish	Tel.	Merrimack Valley - Lebanon	NH - Laconia, NH	
Derry	Tel.	Merrimack Valley - Salem	NH - Manchester, NH	
Enfield	Tel.	Merrimack Valley - Lebanon	NH - Laconia, NH	
Grafton	Tel.	Merrimack Valley - Lebanon	NH - Laconia, NH	
Hanover	Tel.	Merrimack Valley - Lebanon	NH - Laconia, NH	
Langdon	Elec.	Merrimack Valley - Walpole	NH - Laconia, NH	
Lebanon	Elec.	Merrimack Valley - Lebanon	NH - Laconia, NH & White River Jct., VT	
Marlow	Tel.	Merrimack Valley - Walpole	NH - Laconia, NH	
Monroe	Tel.	Merrimack Valley - Lebanon	NH - Laconia, NH & Montpelier, VT	
Orange	Tel.	Merrimack Valley - Lebanon	NH - Laconia, NH	
Pelham	Tel.	Merrimack Valley - Salem	NH - Manchester, NH	
Plainfield	Tel.	Merrimack Valley - Lebanon	NH - Laconia, NH & White River Jct., VT	
Salem	Elec.	Merrimack Valley - Salem	NH - Manchester, NH	
Surry	Tel.	Merrimack Valley - Walpole	NH - Laconia, NH	
Walpole	Tel.	Merrimack Valley - Walpole	NH - Laconia, NH & White River Jct., VT	

Nantucket Electric Company / Verizon New England Inc.

Joint Pole Custody

<u>Municipality</u>	<u>Custodian</u>	<u>Elec. Co.</u> <u>District - Area</u>	<u>Tel. Co.</u> <u>Area</u>	<u>District</u>
Nantucket	Split: <u>Elec.</u> - Along and E of Monomoy Rd. to Milestone Rd. to Old South Rd. to Fairgrounds Rd. to and along South Shore Rd. <u>Tel.</u> - W of Monomoy Rd. to Milestone Rd. to Old South Rd. to Fairgrounds Rd. to and along South Shore Rd.	Nantucket - Nantucket	Southeast - South Yarmouth	

INTERCOMPANY OPERATING PROCEDURE G
GRANITE STATE ELECTRIC COMPANY D/B/A NATIONAL GRID
AND
NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC
D/B/A FAIRPOINT COMMUNICATIONS-NNE

INSPECTION AND TREATMENT OF STANDING POLES

EFFECTIVE: 2/24/2010

Northern New England Telephone Operations LLC d/b/a FairPoint Communications-NNE ("FairPoint:") and Granite State Electric Company d/b/a National Grid agree upon a uniform practice for the inspection and treatment of jointly owned poles in order to lengthen the life of pole plant and obtain mutual benefits for each Company. The inspection program and the criteria for poles needing replacement shall be in accordance with this IOP and the National Electrical Safety Code.


1. Inspection – Each Company shall be responsible for joint pole inspections on a regular, scheduled basis within their respective maintenance areas. All joint poles shall be inspected at or before the age of 20 years and shall be re-inspected at a maximum of 10 year intervals thereafter. Records of inspections shall be retained to show inspection dates, findings and corrective action taken. The cost of inspection shall be borne individually by each Company for their respective maintenance areas.
2. Treatment - Participation in a pole treatment program by either Company is optional. Each Company will evaluate the benefits of a treatment program and has the sole discretion of deciding whether or not to treat poles in their respective maintenance areas. In the event the Parties mutually agree to pole treatment and undertake a joint and cooperative pole treatment program, the cost shall be shared equally.
3. Poles shall be inspected and treated in accordance with that respective Company's standards, specifications or procedures.
4. Poles shall be inspected and treated in accordance with that respective Company's standards, specifications or procedures.

GRANITE STATE ELECTRIC COMPANY D/B/A NATIONAL GRID

By: 
Title: Director, Delivery Engineering Services

Date: 12/14/09

NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC
D/B/A FAIRPOINT COMMUNICATIONS-NNE

By: 
Title: Vice President – Outside Plant Engineering

Date: 2/24/10

INTERCOMPANY OPERATING PROCEDURE Q
GRANITE STATE ELECTRIC COMPANY D/B/A NATIONAL GRID
AND
NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC
D/B/A FAIRPOINT COMMUNICATIONS-NNE
COMMUNICATION AND COORDINATION

EFFECTIVE: 2/24/2010

Coordination

Granite State Electric Company d/b/a National Grid and Northern New England Telephone Operations LLC d/b/a FairPoint Communications-NNE (“FairPoint”) shall each designate an employee to serve as a Joint Pole Coordinator. Performance and routine business matters shall be discussed and addressed among the assigned joint pole coordinators who shall meet regularly (e.g., quarterly) to discuss joint pole operations and procedures, budget issues and general methods of improving joint pole administration. The Joint Pole Coordinators shall also be responsible for maintaining contact information relating to other relevant stakeholders including but not limited to representatives or parties with responsibilities for “Notice” (refer to Article 23 of the Joint Ownership Agreement (JOA)), Exchange of Notice (EONs), design, pole attachments, involved municipal and state officials, emergency response personnel, etc.

Communications

Routine Correspondence and Meeting Notes – e-mail is the preferred manner of correspondence regarding normal operations. The designated Joint Pole Coordinators shall be copied on correspondence between the companies regarding contract performance, delays, or subjects of concern. The designated Joint Pole Coordinators need not be copied on routine business matters (e.g. coordinating or scheduling of field visits). Notes shall be made and shared from joint pole coordinator meetings.

Safety or Deficient/Unsafe Field Conditions – the contact information exchanged between the Joint Pole Coordinators shall include the manner and contact point for safety or unsafe field conditions found. Reported safety concerns/conditions should include as applicable:

- Description of issue
- Reporter’s contact information (name, phone #, e-mail)
- Date, location, picture(s), parties involved
- Other action taken (e.g. I spoke with)

The Joint Pole Coordinators shall be notified of all reported safety or unsafe conditions. Follow-up between the coordinators is required.

Notices regarding Contract Performance – In the event concerns and issues are not satisfactorily or timely resolved by the Joint Pole Coordinators or their respective Managers, either Party may submit to the other, “Notice” regarding contract performance. Such notice shall be sent in writing via overnight mail to the designated contacts, return receipt requested. The Joint Pole Coordinators shall be copied on any such filing.

Major Storms – each Company shall maintain an available and effective contact during storm events. Unless otherwise agreed, the Joint Pole Coordinator shall be such designee.

Post Storm Work – the Joint Pole Coordinators shall determine the manner incomplete work items (e.g. a punch list) shall be communicated and what level of response is required.

GRANITE STATE ELECTRIC COMPANY D/B/A NATIONAL GRID

By: 

Date: 12/14/09

Title: Director, Delivery Engineering Services

**NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC
D/B/A FAIRPOINT COMMUNICATIONS-NNE**

By: 

Date: 2/24/10

Title: Vice President – Outside Plant Engineering

INTERCOMPANY OPERATING PROCEDURE R
GRANITE STATE ELECTRIC COMPANY D/B/A NATIONAL GRID
AND
NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC
D/B/A FAIRPOINT COMMUNICATIONS-NNE

EMERGENCY RESPONSE

EFFECTIVE 2/24/2010

Granite State Electric Company d/b/a National Grid (“Electric Company”) and Northern New England Telephone Operations LLC d/b/a FairPoint Communications-NNE (“FairPoint”) shall work cooperatively to ensure that the Incident Control System adopted in each municipality includes protocols for pole emergencies that direct first responders (“Incident Commander”) to make contact with both the Electric Company and FairPoint at the earliest stages of the response regardless of the maintenance area.

The Electric Company and FairPoint shall maintain contact lists to ensure early communication between each other during pole emergency situations. The utility with responsibility for the maintenance area involved shall notify other attaching carriers affected by the incident.

Effective April 1, 2010, FairPoint will meet the same average response time to emergencies in its maintenance area as the target average emergency response time for the Electric Company in its maintenance area. Notwithstanding the above, to minimize customer service interruption and cost effective response, the Parties agree as follows:

Emergency Pole Sets – Emergency Pole Sets are defined as pole installations required because a pole failure or operational issue is creating service interruptions for one or more of the joint owners or other attached parties, an unsafe condition, or adversely impacting system reliability. Such emergency pole sets arise from but are not limited to motor vehicle accidents, guy or anchor failures, tree contacts, etc. In the event that a maintaining pole owner does not respond within 2 hours after receipt of notification from the other utility or the Incident Commander, the non-maintaining owner shall have the opportunity to set the pole(s) if it chooses to do so. “Respond within (2) hours of notification” shall mean the maintaining owner shall arrive on site within (2) hours of notice with necessary personnel, equipment and materials to set poles(s).

Storm Pole Sets – Storm pole sets are defined as pole replacements required as a result of weather related pole failures. The custodial joint owner is responsible for coordinating storm pole sets within its maintenance area. Recognizing that prompt storm restoration benefits customers and pole owners, the parties agree to fully utilize pole setting resources irrespective of maintenance areas. That said, with advanced communication to the other utility, the non-maintaining pole owner may set poles in the maintaining party’s area when storm conditions exist.

For poles temporarily made safe by emergency measures in FairPoint's maintenance area, FairPoint agrees to complete transfers and repairs and remove the defective condition or defective pole on an expedited basis. This paragraph shall not apply in the event of major weather events as defined by the Commission.

GRANITE STATE ELECTRIC COMPANY D/B/A NATIONAL GRID

By: Allen C. [Signature]

Date: 12/14/09

JW

Title: Director, Delivery Engineering Services

NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC

D/B/A FAIRPOINT COMMUNICATIONS-NNE

By: [Signature]

Date: 2/24/10

Title: Vice President – Outside Plant Engineering

INTERCOMPANY OPERATING PROCEDURE S
GRANITE STATE ELECTRIC COMPANY D/B/A NATIONAL GRID
AND
NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC
D/B/A FAIRPOINT COMMUNICATIONS-NNE

DISPUTE RESOLUTION

EFFECTIVE: 2/24/2010

Disputes between the Granite State Electric Company d/b/a National Grid and Northern New England Telephone Operations LLC d/b/a FairPoint Communications-NNE ("FairPoint") regarding the interpretation or enforcement of this Agreement, the IOPs (Intercompany Operating Procedures) or any of its terms shall be addressed by good faith negotiation between the Parties.

Performance and routine business matters shall be discussed and addressed among the assigned joint pole coordinators. Subject matters that are unresolved and require escalation shall be referred to each company's manager responsible for joint poles. In the event the responsible managers for joint poles are unable to resolve the dispute within thirty (30) days, either party may request that the matter be escalated to senior management representatives of each Company for resolution.

Escalated disputes shall be submitted in writing in accordance with the "Notice" provision in IOP Q (Communication and Coordination IOP) by the disputing Party and set forth the position of the disputing Party, with reasonable supporting documentation, and a proposed resolution. Unless otherwise mutually agreed, the senior management representatives shall resolve the matter within thirty (30) days from the date when the disputed issue(s) is brought to their attention. Failure to reach agreement at this senior management level shall allow one or both Parties to refer the dispute to mediation.

Either Party may initiate mediation by notice in writing to the other Party. Within five business days following the receipt of such notice, the other Party will provide a list of three possible mediators. The Party requesting mediation will choose one mediator. Mediation will then be scheduled within 30 days. If mediation results in an agreed resolution, the resulting agreement shall be the final and binding resolution of the matter. If the dispute is not resolved by mediation, the Parties shall have all of their respective rights at law and in equity to resolve the matter before a court or regulatory agency having jurisdiction, including, without limitation, the Commission.

National Grid and FairPoint agree that the Commission has jurisdiction over disputes arising from the JOA and the IOP.

Performance by the parties under the terms of this Agreement and IOPs shall not be interrupted or delayed during any mediation except on the written agreement of the parties.

The Initial Term of this Agreement ("Initial Term") shall begin the day this agreement is executed ("Effective Date") and shall continue in force for five years from such date. Thereafter, this Agreement shall automatically renew for successive one-year terms ("Renewal Terms"), unless either Party provides the other written notice of its intent not to renew at least 90 days prior to the end of the Initial Term or any Renewal Term. This Agreement shall not be amended or modified except by written agreement of the Parties.

GRANITE STATE ELECTRIC COMPANY D/B/A NATIONAL GRID

JW

By: Allen Clark

Date: 12/14/09

Title: Director, Delivery Engineering Services

NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC

D/B/A FAIRPOINT COMMUNICATIONS-NNE

By: Tom Walsh

Date: 2/24/10

Title: Vice President – Outside Plant Engineering