

I-A-1

10-30-09

PSNH EXHIBIT 5-P

JOINT USE AGREEMENT

BETWEEN

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

AND

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

Dated October 15 1976

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AGREEMENT

This AGREEMENT, made this 15th day of October, 1976, between NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, a New York corporation with a principal place of business in Boston, in the Commonwealth of Massachusetts, and PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, a New Hampshire corporation with a principal place of business in Manchester, in the State of New Hampshire, hereinafter sometimes called "the parties"

## WITNESSETH THAT:

WHEREAS, the parties desire to provide for the joint use of poles and anchors when and where such joint use will be of mutual advantage;

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

Scope of  
Agreement

Article 1. This Agreement shall be in effect in the areas in the States of New Hampshire, Maine and Vermont in which both parties have the right to operate on the effective date hereof and thereafter.

Permission for  
Joint Use

Article 2. Each party permits the joint use of any of its poles and anchors now standing or hereafter erected within said areas to the extent that the poles and anchors have been or are brought under this Agreement, under the terms and conditions of this Agreement and of Intercompany Operating Procedures adopted pursuant to this Agreement, except that each party reserves the right to exclude from joint use poles and anchors which are, in its judgment, necessary for its sole use or its use together with attachments of municipalities or other third parties referred to in Article 4.

Rights and  
Obligations;  
IOP's

Article 3. To carry out the purpose of this Agreement to facilitate the joint use of poles, the Agreement sets forth the rights and obligations of the parties with respect to such use, 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 Schedule A attached hereto.

The provisions of IOP's in effect at any time shall be subject to review upon the written request of either party 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 party by a duly authorized officer of such party or by some other representative designated herein or by such officer by written notice to the other party.

†  
Sole  
Agreement

Article 4. This Agreement and the Intercompany Operating Procedures constitute the entire agreement between the parties respecting joint ownership and joint use of poles and anchors; provided however, the parties have jointly contracted and may in the future jointly contract with community antenna TV companies and other companies for joint use or space rental of poles covered by this Agreement and nothing herein contained is intended to prevent such third-party contracts.

Construction  
Standards

Article 5. Construction and maintenance of all poles, guys and anchors and of all attachments of both parties under this Agreement shall conform to the applicable provisions of the latest edition of the National Electrical Safety Code and to all applicable governmental requirements.

Municipal  
Space

Article 6. 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 7. When temporary construction on jointly owned poles does not conform to the requirements of Article 5 and is unsafe or restrictive to one of the parties, the parties will cooperate in correcting the unsafe or restrictive conditions. Irrespective of which party may be financially responsible for the costs of any transfer or rearrangement of any attachments, each party, through its own personnel or through its agents or contractors, shall place, maintain, rearrange and transfer its own attachments.

Electrical  
Interference

Article 8. Each party shall so construct, operate and maintain its facilities that electrical interference with the facilities of the other is avoided or minimal and shall, at its own expense, correct any such electrical interference caused by its facilities which is more than minimal, when it occurs.

Work  
Responsibility

Article 9. The work of installation, replacement, relocation or removal of new or existing jointly owned poles, guys and anchors shall be divided equitably between the parties. The division of this work shall be by the establishment of maintenance areas in which one party or the other is assigned the responsibility for such work.

Payment of  
Taxes

Article 10. Each party shall be responsible for payment of a portion of the taxes and other governmental charges relating to the jointly-owned property covered by this Agreement in proportion to its ownership thereof, except that any such taxes or charges imposed upon the property solely because of the ownership or use of that property by only one of the parties shall be paid by that party.

Bills and Payment  
for Work

Article 11. Within 60 days after the completion by one party of work for which the other party is to be partially or wholly responsible financially, the party that did the work shall render to the other party an itemized statement of charges showing the cost of the work, and if found to be correct, the charges shall be promptly paid.

Existing Rights of  
Other Parties

Article 12. If either of the parties hereto has, prior to the execution of the Agreement, conferred upon others, not parties to the Agreement, by contract or otherwise, rights in 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 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. Attachments made by third parties under community antenna TV contracts or under other contracts executed by both parties to this Agreement, and fire and police signal attachments of municipalities or other public authorities, shall not be considered to be covered by this Article.

**Assignment of Rights**

Article 13. Except as otherwise provided in this Agreement, neither party hereto shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the jointly used poles 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 party 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 party, 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 party may permit any corporation conducting a business of the same general character as that of such party, 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 for such party on any pole covered by this Agreement for the attachments used by such party, 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 party hereto shall be considered as the attachments of the party granting such permission, and the rights, obligations and liabilities of such party under this Agreement, in respect to such attachments, shall be the same as if it were the actual owner thereof.

**Liability for Damages**

Article 14. Whenever any liability is incurred by either of the parties or both for damages resulting from injury to the employees or for damage to the property of either party, or for injuries to other persons or property, arising out of the joint use of poles, anchors or guys whether or not jointly owned, or due to the proximity of the wires and fixtures of the parties attached to jointly used poles, anchors, or guys, the liability for such damage, as between the parties hereto, shall be as follows:

(a) Each party shall be liable for injuries to persons other than its own employees or for damage to property other than its own caused in whole or in part by its negligence, or by its failure to comply at any time with the specifications referred to in Article 5 of this Agreement, or by its failure to perform its obligations hereunder, when so caused without any negligence or any such failure by the other party. The party that is liable 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 may, at its election pay to the other party one-half (1/2) of the expense which such settlement would involve and thereupon said other party shall be bound to indemnify, save harmless and defend the party making such payment from all further liability and expense on account of such claim or in any way connected therewith.

(e) Where a jointly used pole is to be replaced or abandoned and one of the parties has removed all its construction from the old pole, it shall notify the other party thereof in writing. If the other party fails to remove its attachments from the old pole or fails to remove the old pole within sixty (60) days from the receipt of such notice, it shall become solely responsible for said pole, and shall be solely liable for injury to persons not in the employ of either of the parties hereto, or of their contractors, and for damage to property not belonging to either of the parties hereto, if such injury of damage occurs after the end of the 60 days.

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 location thereof.

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 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 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 take effect upon the day and year first above written and shall be in effect for an initial period of two years from the effective date and shall continue thereafter until terminated by either party by giving not less than one year's notice in writing to the other party, provided however, that the 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 party 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, Guys 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 any 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 that one party desires to abandon pursuant to this Agreement, title shall pass from the party terminating its interest to the remaining party upon the completion of the removal of all the attachments of the party that is terminating its ownership.

(f) When a pole is removed from service and both parties have determined to abandon it, the last party to remove its attachments shall sell or otherwise dispose of the pole and for that purpose each party hereby grants to the other the right to convey its interest to any third party or parties.

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

**Cancellation of  
Existing Agreement**

Article 21. The Agreement dated July 1, 1937, between the parties including supplements and amendments thereto, relating to jointly owned and jointly used 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 that agreement are hereby brought under this Agreement and hereafter shall be subject to the terms and conditions hereof.

**Establishing  
Joint Use**

Article 22. If, in specific situations, joint ownership in accordance with the provisions of this Agreement is unattractive to one of the parties, even though joint ownership may be desirable or economical from the overall standpoint, nothing herein shall preclude the establishment of joint use on such terms or such basis (including a rental basis in lieu of joint ownership) as may be agreed upon in writing by designated representatives of the parties hereto.

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:

New England Telephone and Telegraph Company  
1228 Elm Street  
Manchester, New Hampshire 03101  
Attention: Outside Plant Staff Supervisor-Joint Lines

Public Service Company of New Hampshire  
P. O. Box 330  
Manchester, New Hampshire 03105  
Attention: R. J. Harrison, Vice President

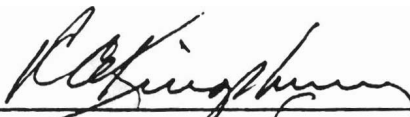
(b) The designated representatives of the parties at the effective date of this Agreement are the following:

John Milan - General Outside Plant Manager-New Hampshire  
New England Telephone and Telegraph Company

John C. Duffett, Director of Division Operations  
Public Service Company of New Hampshire

IN WITNESS WHEREOF, each party has caused this Agreement to be signed in its name and its corporate seal to be affixed by an officer thereunto duly authorized as of the day and year first above written.

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

By 

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

By   
W. C. Tallman, President

MEMORANDUM OF AGREEMENT made this 1st day of February, 1982, by and between New England Telephone and Telegraph Company and Public Service Company of New Hampshire, corporations duly organized according to law.

WHEREAS, the parties hereto have entered into an Agreement dated October 15, 1976 covering the joint use of poles in the areas in which both of the parties render service in the States of New Hampshire, Maine and Vermont, and

WHEREAS, it is desired to change Article 1 of said Agreement, said changes being effective as of December 15, 1981.

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

1. Notwithstanding anything to the contrary in said Agreement dated October 15, 1976, Article 1 of said Agreement entitled SCOPE OF AGREEMENT is hereby amended so that it will read:

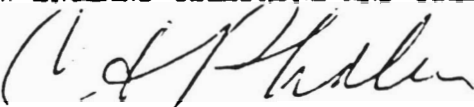
This Agreement shall be in effect in the areas in the States of New Hampshire and Vermont in which both parties have the right to operate on the effective date hereof and thereafter.

2. In all other respects said Agreement is continued unaltered.

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

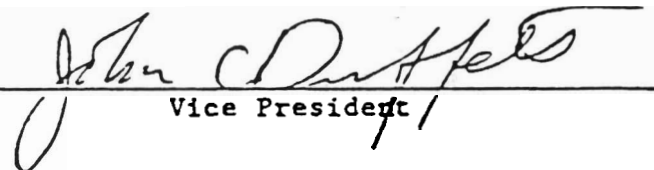
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

By

  
Vice President-Distribution Service

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

By

  
Vice President

INTERCOMPANY OPERATING PROCEDURES BETWEEN  
PUBLIC SERVICE OF NEW HAMPSHIRE  
AND  
NYNEX / NEW ENGLAND

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The IOP's in this agreement were made a part of the 10/04/94 agreement

INTERCOMPANY OPERATING PROCEDURES BETWEEN  
PUBLIC SERVICE OF NEW HAMPSHIRE  
AND  
NYNEX / NEW ENGLAND

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*Superseded 6/1/95*

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The IOP's in this agreement were made a part of the 10/03/94 agreement

INTERCOMPANY OPERATING PROCEDURES

PUBLIC SERVICE OF NEW HAMPSHIRE  
AND  
NYNEX/NEW ENGLAND

	<u>Dated</u>
Work on Joint Poles	Oct. 1, 1994
Construction and Joint Ownership of New or Existing Poles and Anchors	Oct. 1, 1994
Allocation of Space	Oct. 1, 1994
Custody and Maintenance of Jointly Owned Poles and Anchors	Oct. 1, 1994
Guys and Anchors	Oct. 1, 1994
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This schedule "A" replaces and supersedes the schedule "A" incorporated as part of the October 15, 1976, Agreement between the Parties, and replaces and supercedes the Intercompany Operating Procedures of the October 15th, 1976 agreement.

PUBLIC SERVICE OF NEW HAMPSHIRE

By David H. Bognard  
Title: Vice President-Customer Operations

Date: 10/03/94

NYNEX/NEW ENGLAND

By P. P. D. D. D. D.  
Title: Managing Director

Date: 10/11/84

INTERCOMPANY OPERATING PROCEDURE

IOP #1

PUBLIC SERVICE OF NEW HAMPSHIRE  
AND  
NYNEX / NEW ENGLAND

WORK ON JOINT POLES

EFFECTIVE October 1, 1994

This Intercompany Operating Procedure cancels and supersedes the Intercompany Operating Procedure on Work on Joint Poles between the two companies, having an effective date of August 1, 1975.

Under the Joint Ownership Agreement dated October 15th, 1976, Articles 5 and 7 deal with placing, maintaining and transferring attachments. They include the provision that each Company shall place and maintain its own attachments in accordance with the requirements of the National Electrical Safety Code and other applicable codes.

This I.O.P. is issued to emphasize the need to observe this requirement on the part of both Companies; each Company shall perform its work promptly and in such a manner as not to interfere with the service of the other Company. As examples; the placing and tensioning of telephone cable strand, if not done properly, might cause the tops of jointly occupied poles to move thereby creating a problem with Public Service wire ties; the placing and tensioning of electric conductors and tensioning of guy strands, if not done properly, might cause telephone guy strands to become slack.

The construction methods employed by each Company must take into account what effect they could have on the other Company's facilities.

PUBLIC SERVICE OF NEW HAMPSHIRE

By David H. Bogueland  
Title: Vice President-Customer Operations

Date: 10/03/94

NYNEX / NEW ENGLAND

By R.P. Duta  
Title: Managing Director

Date: 10/11/94



PUBLIC SERVICE OF NEW HAMPSHIRE  
AND  
NYNEX / NEW ENGLAND

CONSTRUCTION AND JOINT OWNERSHIP OF NEW OR EXISTING  
POLES AND ANCHORS

EFFECTIVE October 1, 1994

This Intercompany Operating Procedure cancels and supersedes the Inter-Company Operating Practice on "Construction and Joint Ownership of New Poles and Anchors" between the two companies having an effective date of October 15th, 1976 and applies to new lines constructed under Exchange of Notice forms dated on and after the effective date of this Intercompany Operating Procedure.

The purpose of this Intercompany Operating Procedure is to attain better advance planning of new pole line construction, to divide new pole work more equally between companies and to restrict the purchase of poles on an individual basis. Because of the mutual advantages to be gained by the companies through joint planning and construction of new lines, it shall be the general policy of the companies to construct new pole lines as jointly owned lines in cases where it appears reasonable that both companies will use the line within three (3) years from the date of construction. This policy shall not, however, be deemed to require the construction of joint pole lines where the company first having a requirement for new poles desires to construct the line and exclude the other from joint ownership, or where the party not having received a service request does not wish to participate in the ownership of a joint pole line. In order to carry out this policy, the companies agree to the following provisions:

1. a) When it has been determined that new poles are required by either company it shall so communicate its need to the other company as soon as practicable.
  - b) The decision arrived at as a result of joint coordination shall be documented in a timely manner by an Exchange of Notice form as outlined in I.O.P. # 9.
  - c) Normally, within 30 days from the date of receipt of the written notification, the second company shall notify the initiating company whether or not it desires to have the new line constructed as a joint pole line.
2. It is the intent of this practice that each company shall construct all new joint pole lines within its designated maintenance area.

3. **Pole Suitable For Joint Ownership**

If the pole is suitable for joint use, the company desiring the Joint Ownership shall acquire it by paying the owner in accordance with the latest edition of the Reciprocal Flat Rate Billing Schedule. Within 3 years of the construction of jointly owned pole(s), the company which does not have attachments on the pole(s) but has previously agreed to joint ownership under the terms of this agreement, may arrange to sell to the other joint owner its remaining interest in the pole(s) and anchor(s) and recover its trimming expense incurred at the time of pole placement according to the following schedule:

	<u>Yr. 1</u>	<u>Yr. 2</u>	<u>Yr. 3</u>	<u>Thereafter</u>
Pole & anchor	full rate	full rate	full rate	full rate
Trimming costs	full expense	2/3 expense	1/3 expense	no recovery

4. **Pole Not Suitable For Joint Use**

If within three (3) years the company that refused the initial construction request wishes the line to now be reconstructed so that it is suitable for joint occupancy, on receipt of proof of its refusal to participate in joint ownership at the time of construction the second company shall be obligated to pay the first company:

- a) The full flat rate cost of the poles and anchors to be replaced.
- b) The full cost of the first company's transfer and rearrangement work.
- c) The full cost of any additional trimming necessary to provide the same amount of line clearances that existed just prior to the premature pole replacement.
- d) Its share of the flat rate cost of the new poles and anchors placed as outlined in the then current Intercompany Operating Procedure Flat Rate Billing.
- e) If there is no proof of refusal by either company to participate in joint ownership at the time of construction the second company shall be obligated to pay the first company only:
  - (1) Its share of the flat rate cost of new poles and anchors placed as outlined in the then current Intercompany Operating Procedure on Flat Rate Billing.

**PUBLIC SERVICE OF NEW HAMPSHIRE**

By David H. Bugalinski  
Title: Vice President- Customer Operations

Date: 10/03/94

**NYNEX / NEW ENGLAND**

By R. R. Dite  
Title: Managing Director

Date: 10/11/94

PUBLIC SERVICE OF NEW HAMPSHIRE  
AND  
NYNEX / NEW ENGLAND

JOINT POLES - ALLOCATION OF SPACE

EFFECTIVE October 1, 1994

1. Minimum pole height for joint poles will be forty (40) feet, based on the following types of construction:
  - a. New, three-phase construction or single-phase construction where three-phase is clearly expected to exist in the foreseeable future.
  - b. Replacement of thirty-five foot poles where three-phase construction exists, or is expected to exist in the foreseeable future.
2. Thirty-five foot poles will accommodate most single-phase construction.
3. Use of thirty-five foot and smaller poles for stub poles, private property poles, etc., will be by mutual agreement of the joint owners.
4. Additional height on existing poles may be purchased for sole use by either utility, based on the Flat Rate Reciprocal Billing Agreement. Additional height purchased by a utility shall be noted in both Company's pole records.
5. Replacement of poles will require that utilities jointly review current space and height requirements. Billing will be based upon these requirements.
6. Joint pole space allocation will be as described in **attachment A**.
7. **CLEARANCES** - Minimum vertical clearances of communications conductors are shown on **attachments B and C**.

8. Mutual excess height requirements for joint owners resulting from requirements for additional ground clearance such as railroad and railroad crossings shall be mutually agreed upon to achieve minimum clearance in the best interest of both owners.

PUBLIC SERVICE OF NEW HAMPSHIRE

By David H. Bogdanowich  
Title: Vice President-Customer Operations

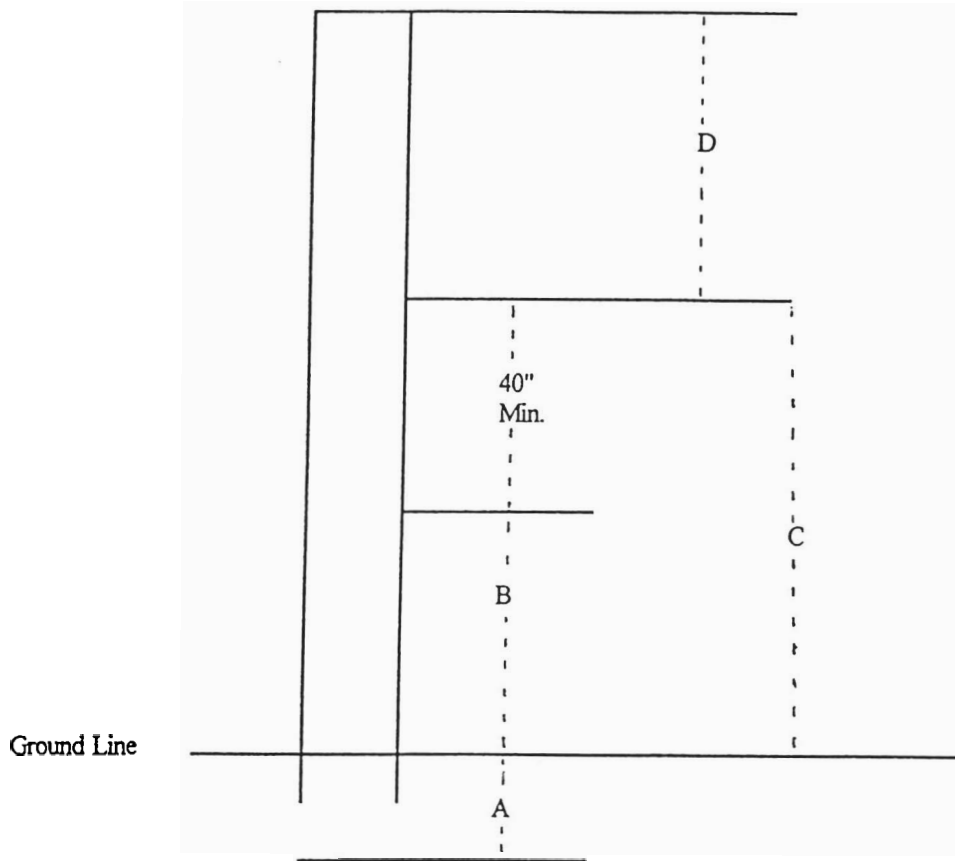
Date: 10/03/94

NYNEX / NEW ENGLAND

By R. P. [Signature]  
Title: Managing Director

Date: 10/11/94

# JOINT POLE SPACE ALLOCATION



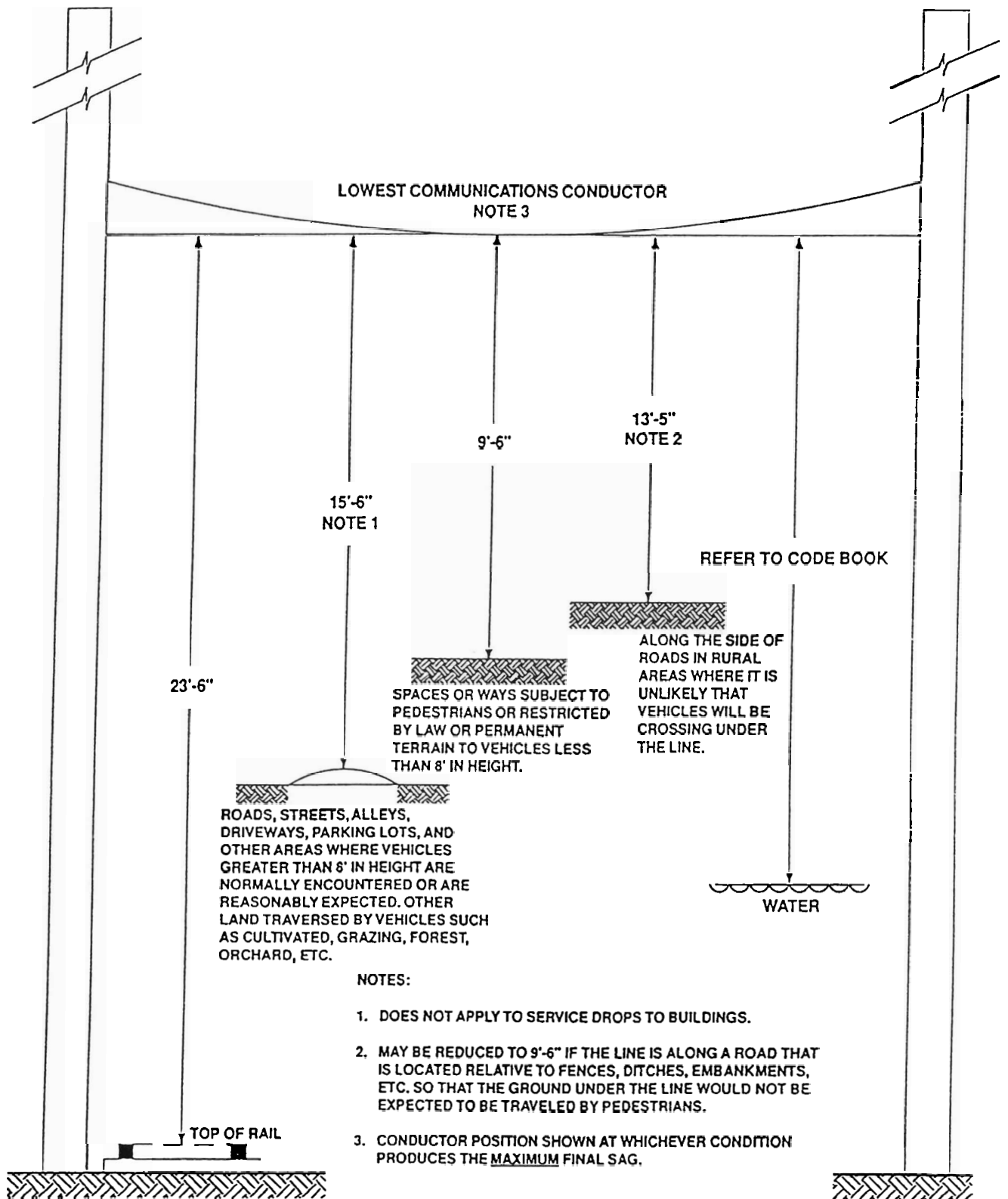
Pole Length	Pole Ownership Elec/Comm. Note 1	A Normal Setting Depths Note 2	B Communication Max/Height Note 3	C Electric Minimum Height Note 3	D Electric Maximum Space Note 3
35	35/35	6'-0"	21'-2"	24'-6"	4'-6"
40	40/40	6'-0"	23'-8"	27'-0"	7'-0"
40	40/35	6'-0"	21'-2"	24'-6"	9'-6"
40	35/40	6'-0"	26'-2"	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"

1. The minimum pole setting depth is as defined in the NESC.
2. Dimensions B, C, or D may be adjusted by mutual agreement between the joint owners to avoid a pole change out if the field and code conditions permit.
3. Municipal space and/or space for other authorized licenses shall be made available through equal contribution by each owner, whenever possible. 45/40 indicates a 45' pole however NYNEX pays for and occupies the space as if it were a 40' joint pole. 40/45 indicates a 45' pole where PSNH pays for and occupies space as if it were a 40' joint pole.

# POLE LINES BASED ON NESC RULES

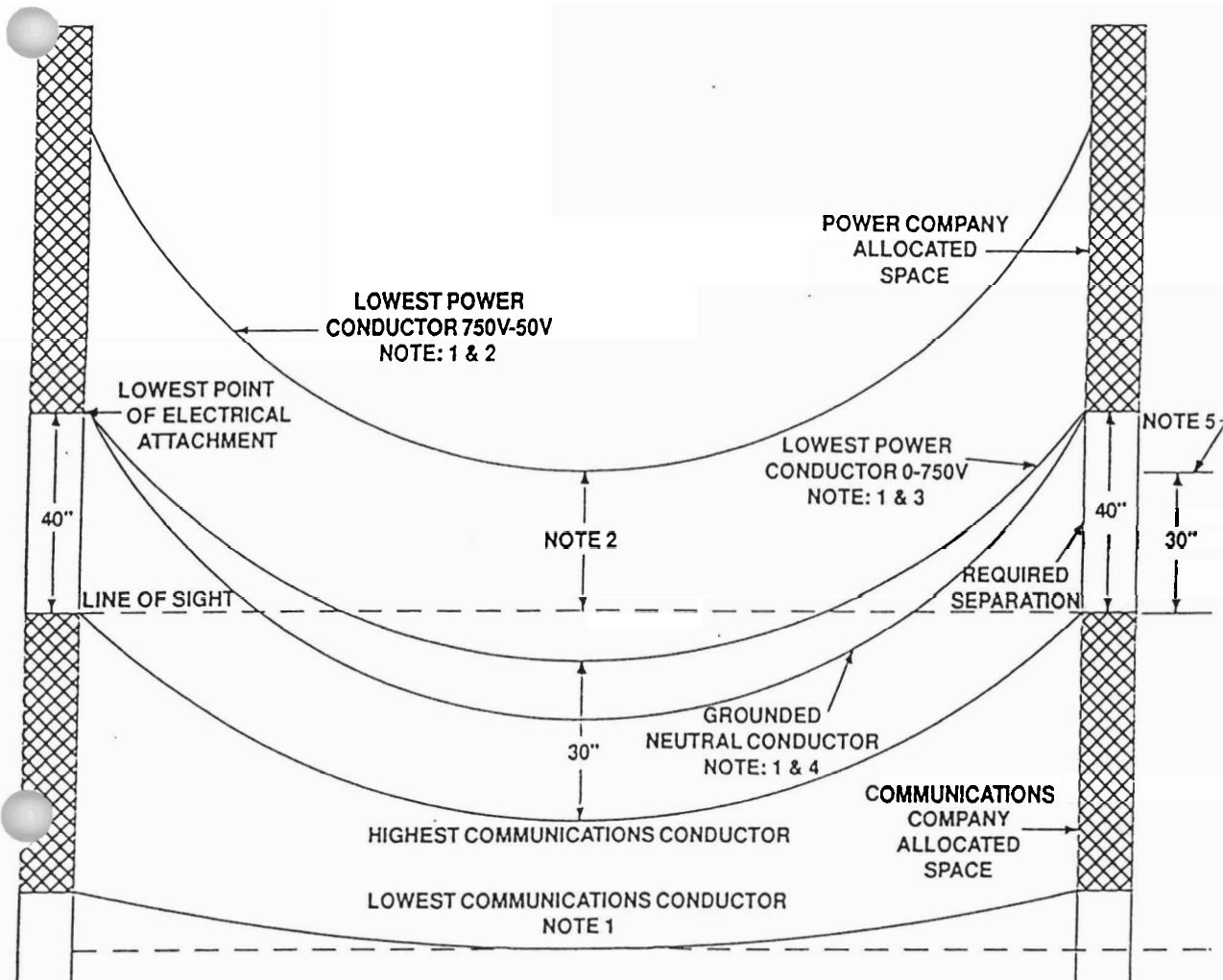
## 232 & 235

CLEARANCES DETERMINED BY  
NESC RULE 232 TABLE 232-1



# POLE LINES BASED ON NESC RULES

## 232 & 235



**NOTES:**

1. CONDUCTOR POSITION SHOWN AT WHICHEVER CONDITION PRODUCES THE MAXIMUM FINAL SAG.
2. FOR SPAN LENGTHS IN EXCESS OF 150', VERTICAL CLEARANCES AT THE STRUCTURE BETWEEN OPEN SUPPLY CONDUCTORS AND COMMUNICATIONS CABLES OR CONDUCTORS SHALL BE ADJUSTED, SO THAT UNDER CONDITIONS OF CONDUCTOR TEMPERATURE OF 80 DEGREES F, NO WIND DISPLACEMENT, AND FINAL UNLOADED SAG, NO OPEN SUPPLY CONDUCTOR OF OVER 750 VOLTS BUT LESS THAN 50 KV SHALL BE LOWER IN THE SPAN THAN A STRAIGHT LINE JOINING THE POINTS OF SUPPORT OF THE HIGHEST COMMUNICATIONS CONDUCTOR.
3. 0-750 VOLTS: THIS CONDITION SHALL NOT SAG CLOSER THAN 75% (30") OF THE VERTICAL SEPARATION BETWEEN CONDUCTORS REQUIRED AT SUPPORTS BY NESC RULE 235C. EXCEPTION: SEE NOTE 4.
4. NEUTRAL CONDUCTORS WHICH ARE EFFECTIVELY GROUNDED THROUGHOUT THEIR LENGTH AND ASSOCIATED WITH CIRCUITS OF 0-22 KV TO GROUND MAY HAVE A CLEARANCE IN THE SPAN OF 12" FROM THE HIGHEST COMMUNICATIONS CONDUCTOR.
5. NEUTRAL SPACE MAY BE REDUCED TO 30" FROM THE BOTTOM OF GROUNDED NON-CURRENT CARRYING EQUIPMENT SUCH AS TRANSFORMERS, VOLTAGE REGULATORS, ETC.



PUBLIC SERVICE OF NEW HAMPSHIRE  
AND  
NYNEX / NEW ENGLAND

CUSTODY AND MAINTENANCE OF  
JOINTLY OWNED POLES AND ANCHORS

EFFECTIVE October 1, 1994

This Intercompany Operating Procedure cancels and supersedes the Intercompany Operating Procedure on Custody and Maintenance of Jointly Owned Poles and Anchors dated August 1, 1983.

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 all poles and anchors in its custody in a safe and serviceable condition in accordance with the provisions of Article 5 of the Agreement, the expense thereof to be proportioned between the parties hereto in accordance with the division of ownership except as otherwise expressly provided.
3. The custodian shall replace such poles as become defective or are of insufficient size and strength for existing or proposed attachments, and the cost thereof shall be borne as provided in the Intercompany Operating Flat Rate Billing Schedule.
4. Upon notice in writing, it shall be the duty of the custodian to replace promptly any pole that may be considered unsafe by the party, and if the custodian does not do so within a reasonable time, the other party may replace said pole and the custodian shall be billed the full flat rate.

PUBLIC SERVICE OF NEW HAMPSHIRE

By David H. Boguslawski  
Title: Vice President-Customer Operations

Date: 10/03/94

NYNEX / NEW ENGLAND

By [Signature]  
Title: Managing Director

Date: 10/11/94

CUSTODY AND MAINTENANCE OF JOINTLY OWNED POLES AND ANCHORS

NYNEX MAINTENANCE

Albany  
Alexandria  
Atkinson  
Barrington  
Bath  
Bedford  
Belmont  
Bethlehem  
Bow  
Brookline  
Candia  
Canterbury  
Concord  
Conway  
Croydon  
Danbury  
Deering  
Dublin  
Dummer  
Dunbarton  
Durham  
Enfield  
Epping  
Errol  
Francestown  
Franconia  
Gilford  
Gilmanton  
Goffstown  
Gorham  
Grafton  
Grantham  
Greenland  
Hampstead  
Hancock  
Harrisville  
Hebron  
Hill  
Hooksett (West of Merrimack River)

PSNH MAINTENANCE

Allenstown  
Alstead  
Amherst  
Andover  
Antrim  
Ashland  
Auburn  
Barnstead  
Bennington  
Berlin  
Bradford  
Brentwood  
Bridgewater  
Bristol  
Brookfield  
Cambridge  
Campton  
Carroll  
Chester  
Chesterfield  
Chichester  
Clarksville  
Colebrook  
Columbia  
Dalton  
Danville  
Deerfield  
Derry  
Dover  
Easton  
Eaton  
Effingham  
Epsom  
Farmington  
Fitzwilliam  
Franklin  
Freedom  
Fremont  
Gilsum

## CUSTODY AND MAINTENANCE OF JOINTLY OWNED POLES AND ANCHORS

### NYNEX MAINTENANCE

Hudson  
Jaffrey  
Keene  
Lancaster  
Littleton  
Londonderry  
Loudon  
Lyman  
Manchester (West of Merrimack River)  
Mason  
Madbury\*  
Milan  
Milford  
Nashua  
New Boston  
New Castle  
Newfields  
Newington  
New Ipswich  
Newport  
Northfield  
Northwood  
Nottingham  
Orange  
Pelham  
Pembroke  
Pittsburg  
Randolph  
Rochester  
Rye  
Sanbornton  
Sandown  
Sandwich  
Shelburne  
Somersworth  
Springfield  
Stark  
Strafford  
Stratham  
Swanzey

### PSNH MAINTENANCE

Goshen  
Greenfield  
Greens Grant  
Greenville  
Hampton  
Henniker  
Hillsborough  
Hinsdale  
Hollis  
Hooksett (East of Merrimack River)  
  
Hopkinton  
Jefferson  
Laconia  
Landaff  
Lee  
Lempster  
Lisbon  
Litchfield  
Lyndeboro  
  
Madison  
Manchester (East of Merrimack River)  
Marlborough  
Marlow  
Martins Location  
Meredith  
Merrimack  
Middleton  
Millsfield  
Milton  
Mont Vernon  
Nashua (South of Nashua River)  
Nelson  
Newbury  
New Durham  
New Hampton  
New London  
Newmarket  
North Hampton

\*effective 6/1/95 concurred K. Cote PSNH & A. Mackey NYNEX

*KC*

CUSTODY AND MAINTENANCE OF JOINTLY OWNED POLES AND ANCHORS

NYNEX MAINTENANCE

Hudson  
Jaffrey  
Keene  
Lancaster  
Littleton  
Londonderry  
Loudon  
Lyman  
Manchester (West of Merrimack River)  
Mason  
Milan  
Milford  
Nashua  
New Boston  
New Castle  
Newfields  
Newington  
New Ipswich  
Newport  
Northfield  
Northwood  
Nottingham  
Orange  
Pelham  
Pembroke  
Pittsburg  
Randolph  
Rochester  
Rye  
Sanbornton  
Sandown  
Sandwich  
Shelburne  
Somersworth  
Springfield  
Stark  
Strafford  
Stratham  
Swanzey

PSNH MAINTENANCE

Goshen  
Greenfield  
Greens Grant  
Greenville  
Hampton  
Henniker  
Hillsborough  
Hinsdale  
Hollis  
Hooksett (East of Merrimack River)  
Hopkinton  
Jefferson  
Laconia  
Landaff  
Lee  
Lempster  
Lisbon  
Litchfield  
Lyndeboro  
Madbury  
Madison  
Manchester (East of Merrimack River)  
Marlborough  
Marlow  
Martins Location  
Meredith  
Merrimack  
Middleton  
Millsfield  
Milton  
Mont Vernon  
Nashua (South of Nashua River)  
Nelson  
Newbury  
New Durham  
New Hampton  
New London  
Newmarket  
North Hampton

*Superseded  
6/1/95*

CUSTODY AND MAINTENANCE OF JOINTLY OWNED POLES AND ANCHORS

NYNEX MAINTENANCE

Tamworth  
Tilton  
Troy  
Warner  
Weare  
Wentworth Location  
Wilmot  
Winchester  
Windham

PSNH MAINTENANCE

Northumberland  
Ossipee  
Peterborough  
Pinkhams Grant  
Pittsfield  
Portsmouth  
Raymond  
Richmond  
Rindge  
Rollinsford  
Roxbury  
Salisbury  
Sharon  
Stewartstown  
Stoddard  
Stratford  
Sugar Hill  
Sullivan  
Sunapee  
Surry  
Sutton  
Temple  
Thornton  
Tuftonboro  
Unity  
Wakefield  
Westmoreland  
Whitefield  
Wilton

PUBLIC SERVICE OF NEW HAMPSHIRE  
AND  
NYNEX / NEW ENGLAND

GUYS AND ANCHORS

EFFECTIVE October 1, 1994

1. All jointly occupied line poles and solely occupied line poles that will be jointly occupied at a later date shall be guyed and anchored to hold the combined load of both companies and any other 3rd party attachments, in accordance with the provisions of Article 5 of this agreement.
2. On jointly occupied line poles each Company shall, unless mutually agreed otherwise, place guy strands to hold its plant. Each company shall determine the size of its own guy strand in accordance with its own practices. There shall be no jointly owned guy strands. All required anchors will be placed by the maintaining Company with no billing to the joint owner.
3. When guying is required by both Companies, the proper size triple thimble rod(s) and anchor(s) to hold the combined loads of both Companies shall be placed by the maintaining company.
4. A 10" power installed screw anchor will be minimum standard for both companies. NYNEX standard rod will be a 1" triple thimble rod. PSNH standard rod will be 3/4" triple thimble rod.
5. On service poles, when guying is not required by the maintaining Company, but is required by the other Company, or separate anchors are required, the maintaining Company shall place anchors for the other Company, if the location desired is identified in the field or on a plan prior to performing the work. Billing will be in accordance with the Flat Rate Billing Schedule in effect at that time.
6. When existing line poles are to become jointly occupied and the existing anchors are determined to be suitable for the combined loads of both Companies, such anchors will be made jointly owned in accordance with the terms of the then current Intercompany Operating Procedure on Construction and Joint Ownership of New or Existing Poles and Anchors. Guy rod adapters will not be used under any circumstances.

7. If the rod will not accommodate another guy strand, an additional rod and anchor must be installed to accommodate the additional guy strand. When placing additional facilities on existing jointly occupied line poles, the Company doing so will place any additional anchors required, because of its additional attachments.

PUBLIC SERVICE OF NEW HAMPSHIRE

By David H. Boguslawski  
Title: Vice President-Customer Operations

Date: 10/03/94

NYNEX / NEW ENGLAND

By R. P. Duta  
Title: Managing Director

Date: 10/11/94

PUBLIC SERVICE OF NEW HAMPSHIRE  
AND  
NYNEX / NEW ENGLAND

INSPECTION AND TREATMENT OF STANDING POLES

EFFECTIVE October 1, 1994

The purpose of this intercompany operating procedure is to provide a uniform practice by both Companies 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.

1. All joint poles shall be inspected initially at or before the age of 20 years. Poles shall be re-inspected at a maximum of 10 year intervals thereafter.
2. Each Company shall be responsible for the inspection and treatment of all jointly-owned poles within their respective maintenance areas. Within each maintenance area all such poles shall be inspected and treated in accordance with that respective Company's standards, specifications or procedures. Inspection and treatment may be performed by Company employees or authorized agents or contractors.
3. The cost of inspection and treatment shall be born individually by each Company for their respective maintenance areas.

PUBLIC SERVICE OF NEW HAMPSHIRE

By David H. Boguslawski  
Title: Vice President-Customer Operations

Date: 10/13/94

NYNEX / NEW ENGLAND

By R.P. D. ita  
Title: Managing Director

Date: 10/11/94



PUBLIC SERVICE OF NEW HAMPSHIRE  
AND  
NYNEX / NEW ENGLAND

JOINT TREE TRIMMING AGREEMENT

EFFECTIVE October 1, 1994

The purpose of this Intercompany Operating Procedure is to establish a definite method of allocating the costs of trimming and any related basal ground spraying of tree and brush stumps associated with the construction and maintenance of a joint pole line.

**1. Maintenance Trimming**

- a. Maintenance 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 cost will be 75% Electric Company and 25% Telephone. (see attachment #1)
- b. Heavy storm work such as hurricanes, wet snow, tornadoes, and ice storms will be handled immediately without prior review. Field representatives of the two companies as soon as practicable, after each major storm, will meet to communicate which cities/towns, streets, and lines were trimmed as a result of a heavy storm. Billing should include the same information. The parties agree to a 50/50 basis for heavy storm work. The parties agree to reciprocal acceptance of each other's tree contractors for heavy storms. Removal of weakened or toppled trees and large limbs which threaten both parties' plant will be removed on a 50/50 basis, subject to field review, wherever possible.

It is not the intent of this paragraph to assume the cost responsibilities that should be borne by the town and/or municipality to provide access to restoration areas.

**2. Construction Trimming**

- a. Trimming for addition, extension or reconstruction shall be surveyed in the field and a determination made whether both parties have a need. The division of cost shall be in accordance with attachment 2.

**3. Ground Cutting**

- a. The cost of removal of roadside brush and small trees shall be done on a joint basis when both companies have a need and borne at the same percentages as is stated in items 1 and 2 of this agreement.

4. **Chemical Treatment**

- a. The cost of basal ground spraying of tree and brush stumps at the time of ground trimming and chemical treatment shall be borne at the same percentages as is stated in items 1 and 2 of this agreement.

5. **Administration**

- a. All trimming agreements will be performed via the Exchange of Notice Form 605a
- b. Maintenance contracts that will exceed \$5,000 in cost to NYNEX will be awarded to the lowest of at least four qualified bidding contractors.
- c. Each Company will annually furnish the other Company with a list of its approved Trimming Contractors.
- d. For work done by Contractor that is 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.
- e. The full cost of any uncoordinated trimming, except for storms, shall be borne by the Company that arranged for same.
- f. When work is done by mutually approved contractors, the contractor will bill each Company separately for its share of the trimming costs. Bills rendered by the contractor to each Company will show the total cost of the job and the percentage and cost billed to the other Company.

**PUBLIC SERVICE OF NEW HAMPSHIRE**

By David H. Regalado  
Title: Vice President-Customer Operations

Date: 10/03/94

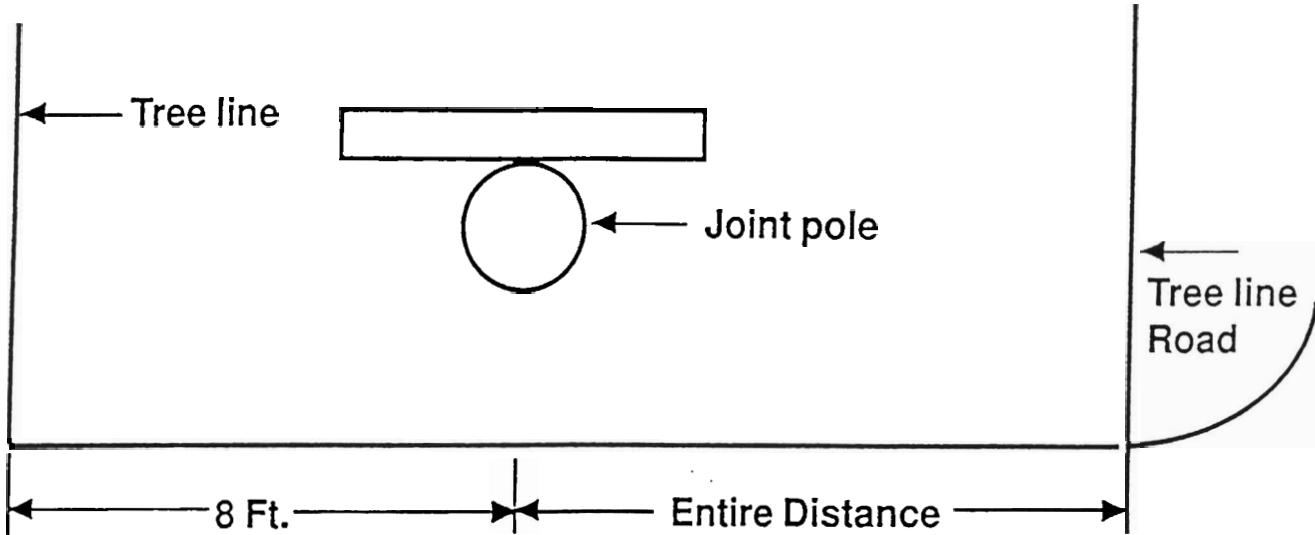
**NYNEX / NEW ENGLAND**

By R.P. Duta  
Title: Managing Director

Date: 10/11/94

# MAINTENANCE TRIMMING

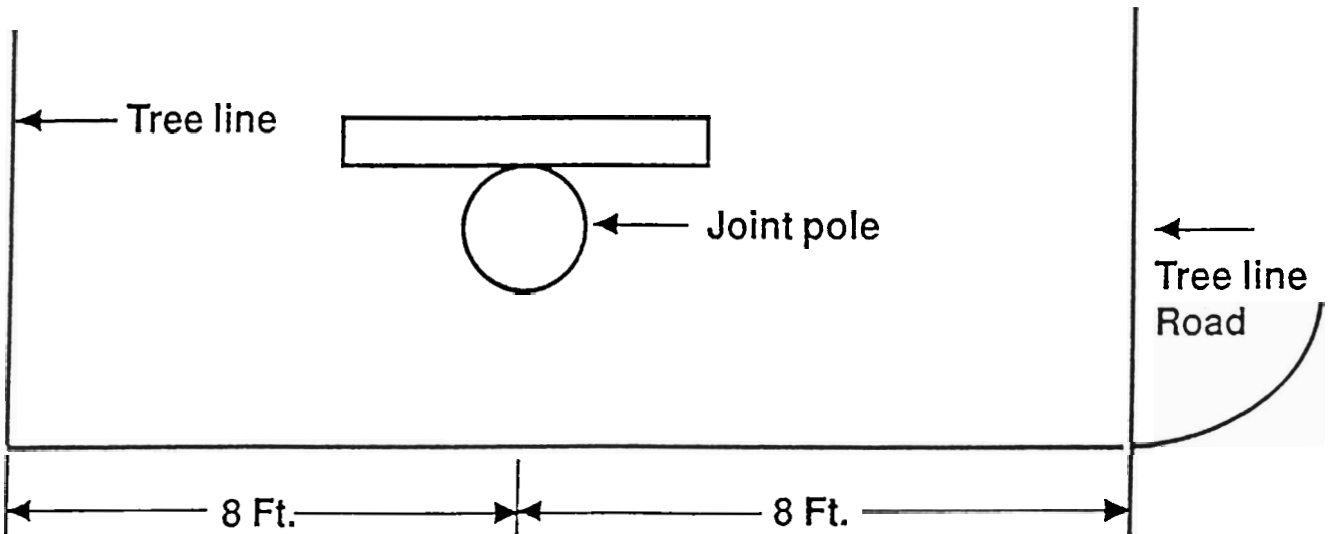
## Roadside Trimming, Highway or Private Way



### Division of Trimming Costs

PSNH = 75%  
NYNEX = 25%

## Off Road (R.O.W.) Trimming

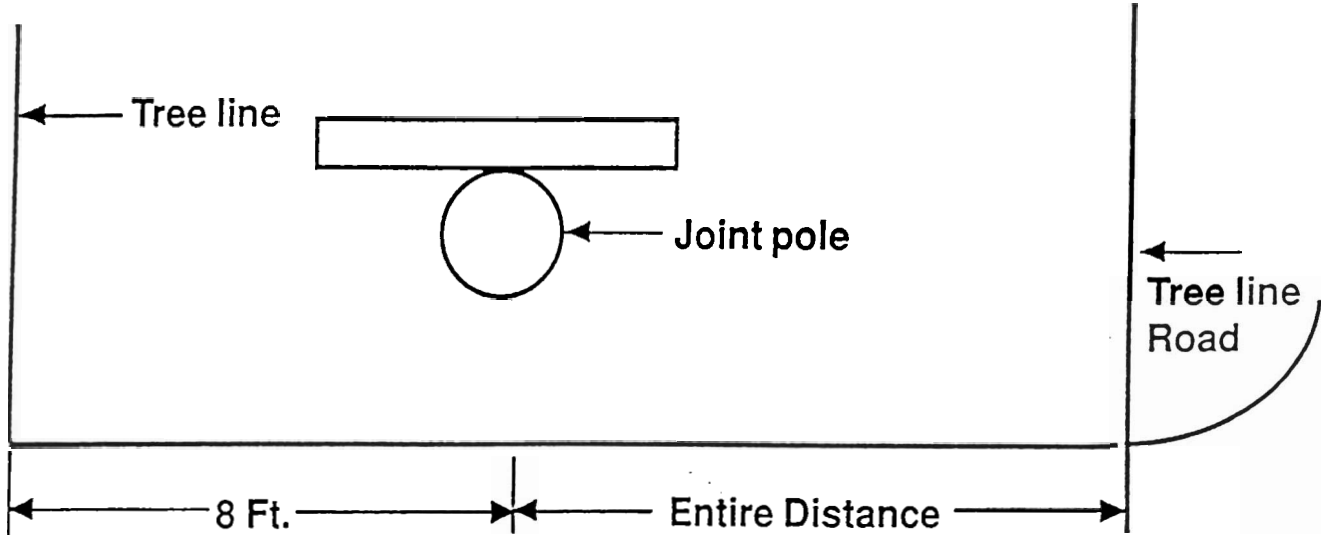


### Division of Trimming Costs

PSNH = 75%  
NYNEX = 25%

# CONSTRUCTION TRIMMING

## Roadside Trimming, Highway or Private Way

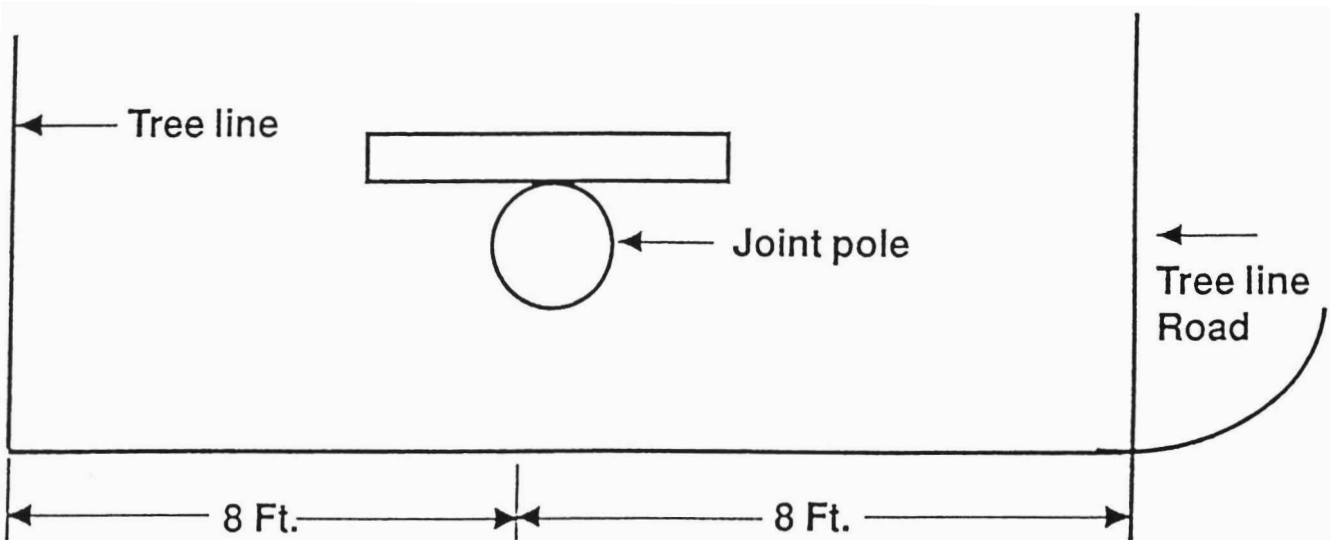


### Division of Trimming Costs

PSNH = 60%

NYNEX = 40%

## Off Road (R.O.W.) Trimming



### Division of Trimming Costs

PSNH = 60%

NYNEX = 40%

PUBLIC SERVICE OF NEW HAMPSHIRE  
AND  
NYNEX / NEW ENGLAND

POLE (VERTICAL) GROUNDS AND BONDING

EFFECTIVE October 1, 1994

Pole (vertical) grounds and bonds between NYNEX cable strand and PSNH multi-grounded neutral will be provided as follows:

1. For the purpose of this Intercompany Operating Procedure, the following definitions will apply:
  - a. Pole (vertical) grounds: will consist of an 8' x 5/8" copperplate or galvanized ground rod or two 5' x 5/8" sectional copperplate or galvanized rods coupled together and driven as one rod, driven in the ground vertically, full length, except where rock bottom is encountered, at a point not less than 12 inches from the butt of the pole with head of the ground rod not less than 3 inches under the surface of the earth. A bare ground wire will be attached securely with static proof staples to the quarter of the pole away from the flow of traffic and covered with molding for a minimum of 8 feet above the earth's surface. Ground wires will have a minimum conductivity equivalent to #6 copper conductor and will be connected to the ground rod at one end and to the Power Company's multi-grounded system neutral at the other end.
  - b. Bond: will have a minimum conductivity of #6 copper conductor connected to NYNEX cable strand or to its open wire, C rural wire or multiple wire protectors at one end and to PSNH multi-grounded system neutral, or to a vertical pole ground which in turn is connected to PSNH's multi-grounded system neutral, at the other end.
2. No intercompany billing is required with this Intercompany Operating Procedure.
3. Pole grounds - new construction: the two companies will coordinate their respective requirements for pole grounds. The Company installing the joint pole will also furnish and install pole grounds at such locations as required by both companies. NYNEX will normally require 4 grounds per mile of new line.

4. Pole grounds - existing poles:

a. When replacing an existing pole on which there is a pole ground, the Company setting the new pole will furnish and install a new pole ground except when mutually agreed that a ground is no longer required at that location.

b. When replacing an existing pole on which there is no pole ground, the Company setting the new pole will furnish and install a new pole ground, when required by either company if notified in advance.

c. Any pole ground to be added to an existing pole will be installed by the Company requiring such ground.

5. Any pole grounds installed by NYNEX under 4b and 4c above will be extended to the top of NYNEX assigned space with sufficient length of conductor for connection to the PSNH multi-grounded system neutral.

6. In all cases, the connection of either a pole ground or a bonding conductor to PSNH's multi-grounded system neutral will be done by PSNH within sixty (60) days receipt of written notice.

7. If a vertical ground exists on the pole then a NYNEX Technician may bond to the vertical ground within the communication space on the pole.

8. The integral parts of a pole ground will be maintained by the Company that maintains the pole, except that PSNH will maintain all pole ground components above NYNEX space regardless of maintenance areas.

9. This Intercompany Operating Procedure is applicable to joint occupancy of pole lines supporting PSNH facilities in the 0 to 35 KV range only. Joint Occupancy with higher voltages, if encountered, will be subject to special construction.

PUBLIC SERVICE OF NEW HAMPSHIRE

By David H. Bugental  
Title: Vice President-Customer Operations

Date: 10/03/94

NYNEX / NEW ENGLAND

By R. R. D. D. D. D.  
Title: Managing Director

Date: 10/11/94

PUBLIC SERVICE OF NEW HAMPSHIRE  
AND  
NYNEX / NEW ENGLAND

EXCHANGE OF NOTICE PROCEDURE

EFFECTIVE October 1, 1994

1. The party requesting the work to be performed or requesting Joint Ownership shall initiate the Exchange of Notice.
2. In the case where the work is a mutual need to both parties (i.e. road job) the Exchange of Notice shall be initiated by the custodian of the specified maintenance area.
3. The party initiating the work will issue to the other party the Exchange of Notice and two copies of the same for the proposed work. **Before the Exchange of Notice is written, contact must be made between representatives of each company to discuss the proposed work. This can be done by a telephone call or a joint field survey.** The receiving party will verify the Exchange of Notice regarding the proposed work.
4. The receiving party upon verification that the proposed work depicted on the Exchange of Notice is necessary will return the notice signed within 30 days for the following type of work (items are as they appear on the Exchange of Notice form 605A):

Item      Nature of Notice or Request

1. Application to purchase/sell interest in solely owned poles/anchors.
2. Application to sell interest in jointly owned poles/anchors.
3. Notice of intent to place new poles.
4. Notice of need to replace jointly owned poles/anchors.
5. Notice of need to relocate jointly owned poles/anchors.
6. Notice of intent to abandon poles/anchors.
7. Notice to increase or change voltage.
8. Notice of non-standard conditions.

Item      Nature of Notice or Request

9.      Notice to custodian of pole in need of replacement.
  10.     Request to transfer.
  11.     Other
  12.     Future
5.      The receiving party upon completion of the work covered by items 8 and 9 above will return the notice signed.
6.      Response on the Exchange of Notice will be made to the originating party in accordance with items 4 and 5 above. The following conditions will apply:
- a.      If the receiving party is in agreement with the notice, the original will be signed and returned to the originating party.
  - b.      If the notice is unacceptable to the receiving party, corrections shall be discussed between the representatives of the companies. The original and the revised copy should be returned to the originating party within 30 days.
  - c.      If the originating party agrees to corrections made on the notice by the receiving party, the engineer will initial such changes or reissue the Exchange of Notice, whichever is appropriate. At all times, agree or not, the Exchange of Notice must be signed and returned, within 30 days.
  - d.      If the receiving party requests changes in the Exchange of Notice which are unacceptable to the originating party, the Engineers for both companies will coordinate to resolve the problem.
7.      With the issuance of various Intercompany Operating Procedures between NYNEX and PSNH, the Exchange of Notice form 605A that is exchanged by the two companies, takes on added significance and is, in effect, a legal document indicating agreements reached between representatives of the two companies.



- a. The form 605A shall be signed in the upper section by an authorized representative of the initiating company and shall be signed in the lower section by an authorized representative of the other company. Typed or stamped names are not acceptable.
- b. When changes are made in, or notes are added to an Exchange of Notice form received from another company, the individual making such changes or notes shall initial and date them.

PUBLIC SERVICE OF NEW HAMPSHIRE

By David H. Bogunowich  
Title: Vice President-Customer Operations

Date: 10/03/94

NYNEX / NEW ENGLAND

By R. P. D. Duta  
Title: Managing Director

Date: 10/11/84

**JOINT OWNERSHIP EXCHANGE OF NOTICE**  
 ( RETURN WITHIN 10 DAYS FOR ITEMS 1 TO 7 )  
 ( RETURN UPON COMPLETION OF WORK FOR ITEMS 8-9-10 )

To \_\_\_\_\_ Notice No. \_\_\_\_\_  
COMPANY

To \_\_\_\_\_ Order No. \_\_\_\_\_  
COMPANY Tel. \_\_\_\_\_ Etc. \_\_\_\_\_

From \_\_\_\_\_ Date \_\_\_\_\_  
COMPANY

By \_\_\_\_\_ Municipality \_\_\_\_\_

SCHEDULE					
✓	ITEM	NATURE OF NOTICE OR REQUEST	✓	ITEM	NATURE OF NOTICE OR REQUEST
	1	APPLICATION TO PURCHASE INT.		7	NOTICE OF INTENT TO INCREASE VOLTS BEYOND 2900 V TO GROUND
	2	APPLICATION TO SELL INT.		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	OTHER AS DETAILED BELOW
	6	NOTICE OF INTENT TO ABANDON POLES		12	

GIVE LOCATION AND DESCRIPTION OF ITEM (S) CHECKED

EXCHANGE \_\_\_\_\_ RT./STREET \_\_\_\_\_

VOLTAGE \_\_\_\_\_ PREPARED BY \_\_\_\_\_

Received \_\_\_\_\_ 19 \_\_\_\_\_ Returned \_\_\_\_\_ 19 \_\_\_\_\_

Work Completed \_\_\_\_\_ 19 \_\_\_\_\_ Co. \_\_\_\_\_

By \_\_\_\_\_

PUBLIC SERVICE OF NEW HAMPSHIRE  
AND  
NYNEX / NEW ENGLAND

REMOVAL OF JOINT POLES

EFFECTIVE October 1, 1994

1. Removal of Jointly Owned Poles

- a. Except as otherwise provided in this IOP, removal of Jointly Owned poles will be in agreement with the maintenance areas as assigned in Intercompany Operating Procedure #4 (Custody and Maintenance of Jointly Owned Poles and Anchors).
- b. The maintaining company is responsible to notify the co-owner and all authorized licensees when a pole is ready to be transferred. A pole will be considered ready to be transferred by a company when the attachments to be moved are free from obstruction from any foreign cable, wire, or appurtenance.
- c. Upon receipt of the "Notification of request to transfer facilities" each company is responsible for transferring its facilities within 60 days, unless otherwise agreed. After one of the Joint-Owners has given notice to the other owner in accordance with paragraph b. above that a pole is ready to be transferred, all liability for the pole including removal will be that of the other company if that company does not remove its facilities within the agreed upon time.
- d. In the event transfers are not completed within the agreed time limits, the company that is the last one to remove its attachments from a jointly-owned pole will remove and dispose of it. There will be no billing, associated with the removal, to the other company.
- e. The owners will mutually agree on pole topping. When a co-owner requests that a pole be topped, it will so note on the Exchange of Notice. The company doing the topping will normally perform the work in conjunction with their transfers. Billing will be in agreement with the established flat rate billing rate in effect at that time.
- f. When it is mutually agreed that a pole is to be replaced using the "cut & kick" method (same hole or close enough to lash) the pole butt will be removed by the maintaining party and the remainder of the pole will be removed by the last party to transfer attachments.

2. In View of this Policy, the following shall apply:

- a. "Last party off" poles, as referenced in former IOP NET #13, PSNH IOP #48 dated August 1, 1975, refers to any pole that has been replaced but not yet removed in PSNH's or NYNEX's maintenance areas on or before September 30, 1994. The responsibility for removal and disposal of these "last party off" poles shall be assumed by the Joint-Owner which is last to remove its attachments. Billing to the other Joint-Owner will be at 1/2 the flat rate in effect at the time of removal.
- b. All "last party off" poles subject to the prior paragraph are to be removed within eighteen months of the date of this agreement. Any "last party off" poles remaining after this time period must be removed and disposed of at the complete expense of the Joint-Owner which has assumed responsibility for removal and disposal in accordance with paragraph a. above.
- c. In the event "last party off" poles are not removed in accordance with 2b. above, a Joint-Owner may remove poles that would otherwise be the responsibility of the other party. The removing company has the right to recoup those costs from the non-removing company, at the full flat rate in effect at the time of removal.

**PUBLIC SERVICE OF NEW HAMPSHIRE**

By David H. Bognalovich  
Title: Vice President-Customer Operations

Date: 10/03/94

**NYNEX / NEW ENGLAND**

By R.P. Dato  
Title: Managing Director

Date: 10/11/94

PUBLIC SERVICE OF NEW HAMPSHIRE  
AND  
NYNEX / NEW ENGLAND

FLAT RATE BILLING

EFFECTIVE October 1, 1994

1. This procedure outlines the Flat Rate Reciprocal Billing Agreement reached among the Joint Owners. These rates will be reviewed and agreed upon annually no later than December 1st each year.
2. In order to establish standardized costs, a flat rate reciprocal billing amount of \$ 300.00 per pole, will take effect on the date of this agreement. This rate will be applied to all poles placed on or after that date, regardless of size.
3. In the event that additional height beyond a standard pole is to be for the exclusive use of a single utility, the rate for that utility will be increased by \$82.00 per 5 ft of the affected pole. 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 allocation.
4. When an anchor 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 of \$208.00.
5. Pole removals will be billed at a 1/2 rate of \$113.00. Upon mutual agreement of the joint owners, in the event that a party which is not responsible, removes a pole, the removing party will bill the joint owner at the full flat rate.
6. These rates will apply to new installations and replacements. Billing will no longer occur for plant sacrifice, shifting and straight removal transactions.
7. When one company desires to purchase interest in an existing non-joint pole, the following billing procedure based on set date, will apply:
  - a. For poles 20 or less years old, billing will be at the current flat rate reciprocal billing amount.
  - b. For poles more than 20 years old, no billing will occur.

8. a. When a co-owner requests the pole to be Topped, the Topping will be billed at the current flat rate of \$65.00 noted on the exchange of notice 605A.
- b. Any pole Topping not requested on the original Exchange of Notice form 605A and which is subsequently requested by the joint owner, that requires an additional trip, will be billed at twice the current flat rate.

**PUBLIC SERVICE OF NEW HAMPSHIRE**

By David H. Boguelowich Date: 10/03/94  
Title: Vice President-Customer Operations

**NYNEX / NEW ENGLAND**

By R.P. D'Amico Date: 10/11/94  
Title: Managing Director

PUBLIC SERVICE OF NEW HAMPSHIRE  
AND  
NYNEX / NEW ENGLAND

POLE ACCIDENT AND OTHER THIRD PARTY POLE BILLINGS

EFFECTIVE October 1, 1994

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

1. POLE ACCIDENTS

When joint poles are damaged by the actions of a third party, the pole custodian will, (1) determine if the pole needs replacement and (2) replace the pole if necessary. The pole custodian should cover full pole replacement costs including removals (labor, equipment and materials) from the party causing the pole damage. There will be no pole billing to the joint owner. Each owner should bill the third party for their shifting and transfer costs.

2. MINOR POLE RELOCATIONS

Minor pole relocations which can be accomplished by trenching, straightening or jacking will be performed by the pole custodian at no cost to the joint owner. The pole custodian, at its sole option, can attempt to be reimbursed by the party requesting the pole movement.

3. REIMBURSABLE HIGHWAY PROJECTS

The pole custodian will replace the necessary poles, with no billing to the joint owner. All billing to the Federal, State or Municipal Agencies by the companies will be based on statutory requirements.

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

In general, urban systems and other city/town ordered relocations are not reimbursable projects, therefore, the pole custodian will replace the necessary poles and bill the joint owner, based upon the Flat Rate Reciprocal Billing Agreement.

5. 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). There will be no pole billing to the joint owner. Each owner should bill the developer for their transfer costs.

6. POLE RELOCATIONS REQUESTED BY PROPERTY OWNER

Request by property owners for 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 the utility companies expense.

The custodian will bill the joint owner per the current Flat Rate Reciprocal Billing Agreement.

If payment is required from the requester, the requester will reimburse the pole custodian the full cost (labor, equipment and material) for pole replacement. There will be no billing to the joint owner. Each company will bill the property owner for their shifting and transfer costs.

7. BILLING FOR LICENSEES

Billing for pole work conducted to accommodate licensees will be performed by each company individually. There will be no credits administered between the joint owners. The custodian will bill the joint owner per the current Flat Rate Reciprocal Billing schedule for 1/2 interest.

PUBLIC SERVICE OF NEW HAMPSHIRE

By David H. Bognalovich  
Title: Vice President-Customer Operations

Date: 10/03/94

NYNEX / NEW ENGLAND

By R.R. Dite  
Title: Managing Director

Date: 10/11/94



PUBLIC SERVICE OF NEW HAMPSHIRE  
AND  
NYNEX / NEW ENGLAND

RIGHTS-OF-WAY, EASEMENTS AND LICENSES

EFFECTIVE October 1, 1994

1. DEFINITIONS

a. For the purposes of this I.O.P. the following definitions apply:

1. **Right-of-way** - A legal right of passage across, over and/or under another person's realty. (May be an easement, a license, a permit or verbal permission.)
2. **Easement** - An interest in realty owned by another that entitles its holder to a specific use or enjoyment of the realty or a portion thereof.

2. EXISTING LINES

The company acquiring an interest in existing poles shall, with the necessary cooperation of the other Company, unless otherwise agreed, secure necessary rights-of-way, easements and licenses from property owners and public authorities.

3. NEW LINES

- a. The Company erecting new joint poles and anchors shall, with the necessary cooperation of the other Company, unless otherwise agreed, secure necessary rights-of-way, easements and licenses from property owners and public authorities. All such rights obtained by either Company shall be in the joint names of both Companies. Where possible, a blanket easement, right-of-way or license will be obtained for all poles, anchors, guys and stubs. Where necessary, each Company shall obtain easements, rights-of-way and licenses for poles, anchors, guys and stubs required for sole use.
- b. Exceptions to the above are the crossing of State owned public waters and the crossing, or occupancy of Railroad property or rights-of-way. In such instances, or similar ones, unless otherwise agreed, each Company will obtain whatever permits are necessary to fulfill its own requirements.

- C. An easement will not ordinarily be required for a pole line that is to be located on the property of the customer being served, or if the customer is a tenant of the owner of the property on which the pole line is to be located. If, however, such a pole line probably will be used or extended at a future date to supply other customers, permanent easements should be obtained. It is the policy of both Companies not to make payment for these easements.

4. RECORDING AND RECORDING FEES

- a. All documents shall be recorded promptly, and a copy shall be furnished to the other Company.
- b. The recording fees for municipal grants, licenses, rights-of-way and private property easements will be paid by the Company obtaining same.

5. OTHER PAYMENTS

- a. Nominal payments paid to property owners for easements, etc. will be paid by the Company obtaining same.
- b. Payments other than "nominal", when mutually agreed in advance, will be shared equally by the two Companies.

6. FORMS

see attached

PUBLIC SERVICE OF NEW HAMPSHIRE

By David H. Bogueland  
Title: Vice President-Customer Operations

Date: 10/03/94

NYNEX / NEW ENGLAND

By R.P. D. [Signature]  
Title: Managing Director

Date:



PETITION

\_\_\_\_\_, New Hampshire, \_\_\_\_\_, 19 \_\_\_\_\_

To the Department of Transportation of The State of New Hampshire

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE and NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, request(s) a license to install and maintain underground conduits, cables and wires and maintain poles and structures with wires, cables, conduits and devices thereon together with such sustaining, strengthening and protecting fixtures as may be necessary along, across and under the following public ways:

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

By \_\_\_\_\_

By \_\_\_\_\_  
Plant Records Supervisor

POLE LICENSE

Upon the foregoing petition and it appearing that the public good so required, it is hereby

ORDERED

\_\_\_\_\_, 19 \_\_\_\_

That the PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE and NW ENGLAND TELEPHONE AND TELEGRAPH COMPANY, be and hereby are/is granted a license to install and maintain underground conduits, cables, and wires and to erect and maintain poles and structures with wires, cables, conduits and devices thereon together with sustaining, strengthening and protecting fixtures in the public way or ways covered by said petition.

The maximum and minimum length of poles shall be 50 feet and 20 feet respectively; height of structures be 40 feet and 15 feet respectively. The approximate location of the poles, structures or underground conduits are designated or defined as shown upon plan marked Public Service Company of New Hampshire No. \_\_\_\_\_ dated \_\_\_\_\_ attached to and made a part of this order. All of said wires except such as are vertically attached to poles and structures shall be placed a height of not less than 18 feet above the surface of the highway.

Approved By: \_\_\_\_\_  
For Director of Administration N.H. Department of Transportation

Received and entered in the records of the city/town of

\_\_\_\_\_ Book \_\_\_\_\_ Page \_\_\_\_\_ Date \_\_\_\_\_

Attest \_\_\_\_\_  
City/Town Clerk

**Transfer of Pole License**

\_\_\_\_\_ New Hampshire, \_\_\_\_\_ 19\_\_\_\_

In connection with the transfer by \_\_\_\_\_  
\_\_\_\_\_ to \_\_\_\_\_  
\_\_\_\_\_ by instrument dated the \_\_\_\_\_ day of \_\_\_\_\_  
\_\_\_\_\_, of part/full interest in certain property located as shown upon the attached plan  
marked \_\_\_\_\_

No. \_\_\_\_\_, dated \_\_\_\_\_, the transferor hereby assigns  
the said transferee part/full interest in a license to maintain said property granted to it by the  
City/Town/State Highway Commissioner, dated \_\_\_\_\_  
and recorded in the records of the City/ Town of \_\_\_\_\_ Book \_\_\_\_\_, Page \_\_\_\_\_

NYNEX

By \_\_\_\_\_

Recorded in the \_\_\_\_\_ records of the  
City/Town of \_\_\_\_\_, Book \_\_\_\_\_ Page \_\_\_\_\_  
on the \_\_\_\_\_ day of \_\_\_\_\_ 19\_\_\_\_ .

Attest: \_\_\_\_\_  
Town/City Clerk

PUBLIC SERVICE OF NEW HAMPSHIRE  
AND  
NYNEX / NEW ENGLAND

UNAUTHORIZED ATTACHMENTS

EFFECTIVE October 1, 1994

The purpose of this Inter-Company Operating Procedure is to provide a program to effect joint ownership of poles and anchors upon which either party is attached without authorization.

1. Effective the date of this agreement, all unauthorized attachments discovered by either party, as well as all billings rendered, will be billed at twice the current flat rate schedule in effect at the date of discovery.
2. The joint owner billing for the unauthorized attachments must show that joint ownership was refused. The Exchange of Notice will be the document of proof.

This Intercompany Operating Procedure supersedes Intercompany Operating Procedure on "Unauthorized Attachments" having an effective date October 15th, 1976.

PUBLIC SERVICE OF NEW HAMPSHIRE

By David H. Bognelovich  
Title: Vice President-Customer Operations

Date: 10/03/94

NYNEX / NEW ENGLAND

By [Signature]  
Title: Managing Director

Date: 10/11/94

PUBLIC SERVICE OF NEW HAMPSHIRE  
AND  
NYNEX / NEW ENGLAND

PUSHBRACES

EFFECTIVE October 1, 1994

When a pushbrace is required on an energized line, the pole being affected is normally braced in PSNH's allocated space. In order to preclude the necessity of having crews from each company work together during installations, the following shall apply:

1. NYNEX shall place all pushbraces on de-energized lines in its custodianship areas.
2. PSNH shall place all pushbraces on energized lines except in those instances where the pushbrace is for the sole benefit and installed in the assigned space of NYNEX.
3. Whenever it is necessary to place a pushbrace in one of NYNEX's custodianship areas, PSNH via established Exchange of Notice Procedures, shall be requested to install it.
4. When this work has been completed, PSNH shall bill NYNEX the current one-half flat rate cost for such an installation (new pole costs).

PUBLIC SERVICE OF NEW HAMPSHIRE

By David H. Soguelovich  
Title: Vice President-Customer Operations

Date: 10/03/94

NYNEX / NEW ENGLAND

By R. P. D. ita  
Title: Managing Director

Date: 10/11/94

PUBLIC SERVICE OF NEW HAMPSHIRE  
AND  
NYNEX / NEW ENGLAND

MONTHLY NET BILLING PROCEDURE

EFFECTIVE October 1, 1994

This Intercompany Operating Procedure sets forth the method to be followed in processing intercompany billing between NYNEX and PSNH on a monthly net billing basis.

1. DEFINITIONS

- a. **Net Billing** - for the purposes of this Intercompany Operating Procedure, the term "net billing" shall describe the accounting procedure by which the charges rendered by the two companies are computed, adjusted, totalled and compared each month. The company owing the greater total gross charges each month will pay to the other company the net difference only.
- b. **District** - the term district as used herein shall mean the N.H. District of NYNEX and the Operating Divisions of Public Service of New Hampshire.

2. MONTHLY NET BILLING PROCEDURE

- a. Negotiations prior to the determination of a net bill are carried out by use of:
  - (1) Joint Line Exchange of Notice and Memorandum,
  - (2) Form 1045-M, Monthly Summary of Intercompany Billing and Memorandum.
  - (3) Form 3037, Billing Adjustment Claim and Memorandum.
- b. As per the agreement between the companies, the monthly billing arrangement provides for assimilating all charges accumulated by both companies into one (1) net bill for each month, covering the entire territory served jointly by both companies. The net billing procedure requires the accumulation of all charges rendered by both companies each month into one (1) Statement of Charges (Form 1045-M) for each district. It does not require payments by either company for small individual undertakings until receipt of monthly bill. The monthly net bill will be rendered by the creditor company to the debtor company.



### 3. PROCESSING OF FORM 1045-M

- a. In accordance with the provisions of the Joint Agreement, the company performing the work shall by the third (3) working day of the subsequent month render to the other company, as a package, an original and duplicate itemized statement of charges on Form 1045-M for the preceding month.
- b. By the eighteenth (18) day of the month, all entries on Form 1045-M shall have been verified with the executed copies of previously rendered Joint Line Exchange of Notice and Memorandum, and by mutual agreement, discrepancies shall be adjusted or deleted on all copies of Form 1045-M. Deletions and/or adjustments will be documented by completing Form 3037, Billing Adjustment Claim and Memorandum. Deleted items will be resubmitted and included in the net billing in the second month following the month in which they were submitted.
- c. By the twenty fifth (25) day of the month, the approved original Form(s) 1045-M, and Form(s) 3037, shall be returned to the company submitting the charges. The duplicate copies of Forms 1045-M and 3037 shall be retained by the company receiving the charges.
- d. After billing and details have been determined and certified as correct, they will be final.

### 4. SETTLEMENT OF DISPUTED BILLS

- a. Deleted and/or adjusted items which cannot be settled in accordance with Section 3, Part B, of this Intercompany Operating Procedure shall be resolved by strict compliance with the Intercompany Operating Procedure(s). Resolution of disputed items shall be made by the second month following the month in which the dispute arose.
- b. Disputed items that cannot be resolved as herein stated shall be referred to the PSNH Representative and the NYNEX Staff Manager for final and binding resolution.

5. FINAL NET BILL

- a. Upon completion of the process set forth in Section 3, Parts B and C for intercompany net billing, the designated supervisor or corporate coordinator for each company, on reaching agreement, will by the 28th of the month in which the itemized statement of charges is submitted make arrangements for the debtor company to render payment to the other company.

PUBLIC SERVICE OF NEW HAMPSHIRE

By David H. Boguslawski  
Title: Vice President-Customer Operations

Date: 10/03/94

NYNEX / NEW ENGLAND

By R. P. D. Seta  
Title: Managing Director

Date: 10/11/94



**INTERCOMPANY OPERATING PROCEDURE**

**IOP #17**

**PUBLIC SERVICE OF NEW HAMPSHIRE  
AND  
NYNEX / NEW ENGLAND**

**JOINT USE AGREEMENT FOR POLES AND FACILITIES IN THE  
FORMER PEASE AIR FORCE BASE**

**EFFECTIVE: June 1, 1995**

The intent of this IOP is to define the maintenance area of the former Pease Air Force Base, now leased to Pease Development Authority (PDA) between the joint owners in the following manner, utilizing reference map appended as "Appendix 5", to the Utility Sublease and License Agreement dated as of July 31, 1992 between the PDA and PSNH.

- PSNH custodianship in the PDA area shall be designated for all facilities within the Portsmouth township.
- In exchange for PSNH accepting all PDA custodianship NYNEX agrees to accept revision of existing IOP #4 to transfer Madbury from PSNH maintenance responsibility to NYNEX with respect to both existing and future joint pole plant.
- All other existing IOPs between NYNEX and PSNH will describe the manner in which business is conducted within the designated PDA areas.
- To the extent it has the right to, PSNH grants to NYNEX the right to occupy, attach, maintain and remove telecommunications equipment on poles subleased to PSNH by PDA under the utility sublease and license agreement dated as of July 31, 1992 between PSNH and PDA. PSNH will not charge or assess NYNEX for any license or attachment fees for existing or future attachments to any subleased poles.
- PSNH and NYNEX agree that as any leased pole is replaced the replacement pole shall be jointly owned, subject to the flat rate billing schedule in effect and all other IOP agreements between PSNH and NYNEX.

**PUBLIC SERVICE OF NEW HAMPSHIRE**

By David H. Buzalowski Date: 5/24/95  
Title: Vice President-Customer Operations

**NYNEX / NEW ENGLAND**

By Joseph H. Lebrun Date: 5/12/95  
Title: Director E & C New Hampshire