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UNITIL DISTRIBUTION COMPANIES
and
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

Memorandum of Procedure at Schedule Effective Date

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Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

Memorandum of Procedure

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MEMORANDUM OF PROCEDURE

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

Purchase and Sale of existing plant authorized by Exchange of Notice (Form 605A) dated prior to November 1, 1996, and all work that was authorized by such forms and physically completed prior to that date shall be billed at the old Flat Rate Schedule.

Work physically completed on and after November 1, 1996, shall be billed at the new Flat Rate Schedule regardless of the date of the Exchange of Notice authorizing the work.

All billable items authorized on Exchange of Notice forms dated on and after November 1, 1996, will be billed at the new Flat Rate Schedule.

NEW ENGLAND TELEPHONE
AND TELEGRAPH COMPANY
d/b/a NYNEX

Unitil Distribution Companies
Concord Electric Company
Exeter & Hampton Electric Company
Fitchburg Gas and Electric Light Company

By *Alan N. Tavel*
(Title) Gen Mgr Eng+Const - NYNEX North
Date of Execution: 11/6/96

By *Stewart E. Archer*
(Title) ~~Sr. Vice President~~
Date of Execution: 9/16/96

By *Russell Jones*
(Title) Staff Director E/C - MA/RI
Date of Execution: 12/5/96

IOP # 1

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INTERCOMPANY OPERATING PROCEDURE #1

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

ACQUIRING JOINT OWNERSHIP IN EXISTING POLES AND ANCHORS

EFFECTIVE DATE November 1, 1996

Whenever either Company desires to acquire joint ownership in an existing pole or anchor owned by the other Company, it shall make written application specifying the location of the pole or anchor in question. Within thirty (30) days after the receipt of such application, the owner shall notify the Applicant in writing whether or not said pole or anchor is among those excluded from joint occupancy under the provisions of Article 2 of the agreement. Upon receipt of notice from the owner that said pole or anchor is not among those excluded, joint ownership shall be established as follows:

Where joint ownership of poles is to be established along a route where there is an existing pole line of only one of the parties, the following conditions shall be observed:

1. POLES AND ANCHORS NOT SUITABLE FOR JOINT OCCUPANCY

A. POLES THAT HAVE BEEN IN PLACE FOR THREE (3) YEARS OR LESS:

- (1) If within three (3) years the second company desires, and it is mutually agreed, that a solely occupied pole and/or pole line be reconstructed so that it is suitable for joint occupancy, on receipt of proof, (Exchange of Notice, 605A, will be the document 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 proportionate share of the cost of the initial trimming, reduced by one-third for each full year elapsed since the trimming was done. Billing for this trimming shall be accompanied by a copy of the initial contractor's bill.
 - e. Its share of the flat rate cost of the new poles placed as outlined in the then current Intercompany Operating Procedure Flat Rate Billing.

IOP # 1

Page 2

- (2) 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:
 - a. Its proportionate share of the cost of the initial trimming, reduced by one-third for each full year elapsed since trimming was done.
 - b. Its share of the flat rate cost of new poles placed as outlined in the then current Intercompany Operating Procedure on Flat Rate Billing.

B. POLES THAT HAVE BEEN IN PLACE MORE THAN THREE YEARS

Poles that have been in place for more than three (3) years: that owner shall replace such poles with poles which are suitable for joint occupancy.

- (1) The original owner of the replaced poles shall be entitled to receive from the party desiring joint ownership, an amount equal to the Flat Rate Billing for pole(s) 20 years old or less of the replaced poles.
- (2) In addition, each party shall pay its share of the Flat Rate cost of the new poles as specified in the Intercompany Operating Procedure on Flat Rate Billing. The owner will be responsible for the removal of the pole.

2. POLES AND ANCHORS SUITABLE FOR JOINT OCCUPANCY:

- A. 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 schedule below. If within three (3) years of the construction of the pole(s), the owner may recover 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 flat rate | full flat rate | full flat rate | full flat rate |
| Trimming Costs | full expense | 2/3 expense | 1/3 expense | no recovery |

Note: Billing for this trimming shall be accompanied by a copy of the initial contractor's bill.

NEW ENGLAND TELEPHONE
AND TELEGRAPH COMPANY
d/b/a NYNEX

Unitil Distribution Companies
Concord Electric Company
Exeter & Hampton Electric Company
Fitchburg Gas and Electric Light Company

By *Norman N. Toul*
(Title) Gen Mgr Eng+Const - NYNEX North
Date of Execution: 11/6/96

By *Stewart E. Archer*
(Title) Sr. Vice President
Date of Execution: 9/16/96

By *Ronald J. Jones*
(Title) STATE Director EK - MA/RI
Date of Execution: 11/16/96

INTERCOMPANY OPERATING PROCEDURE #2

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

CONSTRUCTION AND JOINT OWNERSHIP OF NEW POLES AND ANCHORS

EFFECTIVE DATE November 1, 1996

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 line. In order to carry out this policy, the companies agree to the following provisions:

1. EXCHANGE OF NOTICE

- 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 decisions arrived at as a result of joint coordination shall be documented in a timely manner by an Exchange of Notice form as outlined in IOP Exchange of Notice Procedure.
- C. Normally, within thirty (30) working 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 line.
- D. It is the intent of this practice that each company shall place and remove all joint poles within its designated maintenance area, with the following exceptions:
 - (1) When the company not having a service request (Maintaining Company) is unable to complete the pole work in time to meet a reasonable service date established by the party holding the service request the co-owners must mutually discuss and agree which will do the work.
 - (2) Nothing in this IOP will prevent either co-owner from providing on time customer needs.

IOP # 2

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- (3) The Unutil Companies will entertain requests to set poles greater than 45 feet in height.
- (4) If the placing, replacing, or removal of poles under a transmission line shall be done by or assisted by electric company personnel, the co-owners must mutually discuss and agree on how best to accomplish the work.

NEW ENGLAND TELEPHONE
AND TELEGRAPH COMPANY
d/b/a NYNEX

By *Norman N. Farlin*
(Title) Gen Mgr Eng+Const-NYNEX North
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By *Russell G...*
(Title) S&FP DIRECTOR EIC-MA/RI
Date of Execution: 12/5/96

Unutil Distribution Companies
Concord Electric Company
Exeter & Hampton Electric Company
Fitchburg Gas and Electric Light Company

By *Stewart E. Collier*
(Title) Sr. Vice President
Date of Execution: 9/16/96

INTERCOMPANY OPERATING PROCEDURES

BETWEEN

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

AND

CONCORD ELECTRIC COMPANY

EXETER & HAMPTON ELECTRIC COMPANY

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY

INTERCOMPANY OPERATING PROCEDURE #3
Unitil Distribution Companies
and
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY
POLE REPLACEMENT

EFFECTIVE DATE November 1, 1996

The purpose of the Intercompany Operating Procedure is to reaffirm one of the principles of joint occupancy of poles, i.e. that each Company shall cooperate with the other Company so that each, in carrying out its duties, shall give proper consideration to the mutual problems which may arise and so that the Companies can jointly determine the best solution in situations where the facilities of both are involved.

When difficulties are encountered in the replacement of existing joint poles due to the type of construction employed by either or both Companies, the two Companies shall cooperate in the execution of the work involved in a timely manner which normally will be within five (5) working days following notification. There will be no intercompany billing for the increased costs that may be experienced by either Company when it is necessary for each company to have a crew present to facilitate the placement or removal of joint poles.

When it is necessary to set a replacement pole in a different location than that occupied by the existing pole, due consideration must be given to the transfers and rearrangements required by both Companies. Such new locations shall be field coordinated and covered by an Exchange of Notice form 605A, with sufficient detail showing the proposed location of the new pole, prior to replacement. In cases of emergency, verbal notice will be given and subsequently confirmed in writing.

If a replacement pole is set in a new location without coordination with and agreement by the other Company, and the new location is such that the other Company would incur greater costs in transferring its facilities to the new pole than it would have incurred had the pole been replaced in its existing location, field representatives of the two Companies shall attempt to reach a mutually acceptable solution to the problem, including resetting the new pole in a mutually acceptable location.

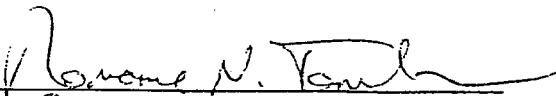
IOP # 3

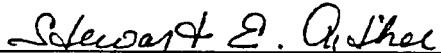
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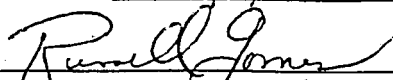
Those situations that cannot be resolved by the field representatives, shall be escalated through lines of organization, if necessary, to the Operations Manager of the Electric Company and the Director Construction - Engineering of the Telephone Company.

NEW ENGLAND TELEPHONE
AND TELEGRAPH COMPANY
d/b/a NYNEX

Unitil Distribution Companies
Concord Electric Company
Exeter & Hampton Electric Company
Fitchburg Gas and Electric Light Company

By 
(Title) Gen Mgr Eng+Const-NYNEX North
Date of Execution: 1/16/96

By 
(Title) Sen. Vice President
Date of Execution: 9/16/96

By 
(Title) STAFF DIRECTOR, E/C - MA/RI
Date of Execution: 12/15/96

INTERCOMPANY OPERATING PROCEDURE #4

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

CUSTODY AND MAINTENANCE OF JOINTLY OWNED POLES AND ANCHORS

EFFECTIVE DATE November 1, 1996

1. Custodianship and maintenance of jointly owned poles and anchors shall be as indicated on the appropriate distribution company - Attachment #1, DIVISION OF MAINTENANCE, which is made a part of this Intercompany Operating Procedure.
2. The custodian shall maintain all poles and anchors in its custody in safe and serviceable condition in accordance with the provisions of Article 5 of the Agreement; the expense thereof is to be proportioned between the parties hereto in accordance with the division of ownership except as otherwise expressly provided in Construction and Joint Ownership of New Poles and Anchors.
3. The custodian shall replace such poles as become defective or are of insufficient size or strength for existing or proposed attachments, and the cost thereof shall be borne as provided in the Intercompany Operating Procedure 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 other party and if the custodian does not do so within a reasonable time, the other party may replace said pole and the custodian shall bear its proportionate part of the expense.

NEW ENGLAND TELEPHONE
AND TELEGRAPH COMPANY
d/b/a NYNEX

Unitil Distribution Companies
Concord Electric Company
Exeter & Hampton Electric Company
Fitchburg Gas and Electric Light Company

By *Moraine N. Tom*
(Title) Gen Mgr Eng+Const NYNEX North
Date of Execution: 11/16/96

By *Stewart E. Oisher*
(Title) Sr. Vice President
Date of Execution: 9/16/96

By *Russell Jones*
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Date of Execution: 12/5/96

ATTACHMENT #1

CONCORD ELECTRIC COMPANY
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

DIVISION OF MAINTENANCE

EFFECTIVE DATE November 1, 1996

Electric Company
Maintenance Area

Boscawen
Canterbury
Chichester
*Concord (Inc. Penacook)

Telephone Company
Maintenance Area

Allenstown
Bow
*Concord
Dunbarton
Epsom
Hopkinton
Loudon
Pembroke

* Location of Division in City of Concord only

Power Company - Area north of Highway #202 and Pleasant Street from Hopkinton-Concord Town Line to Main Street, west of Main Street to Bridge Street and area north of Highway #4 and Bridge Street to Concord-Chichester Town Line, but not including poles on Highway #202 and Pleasant Street, and Highway #4 and Bridge Street.

Telephone Company - South of and including poles on Highway #202 and Pleasant Street from Hopkinton-Concord Town Line to Main Street, area south of Highway #4, from Bridge and Main Streets to the Chichester-Concord Town Line, including poles on Highway #4 and Bridge Street.

The number of poles within each of the above described areas is now substantially equal. The numbers of poles will be checked periodically at the request of either party and the areas revised to keep them substantially equal.

ATTACHMENT #1

EXETER & HAMPTON ELECTRIC COMPANY
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

DIVISION OF MAINTENANCE

EFFECTIVE DATE November 1, 1996

Electric Company
Maintenance Area

Brentwood
Danville
East Kinston
Exeter
Hampton
Newton
North Hampton
South Hampton *

Telephone Company
Maintenance Area

Atkinson
Derry
Hampstead
Hampton Falls
Kensington *
Kingston
Newfields
Plaistow
Seabrook *
Stratham

The number of poles within each of the above described areas is now substantially equal. The number of poles will be checked periodically at the request of either party and the areas revised to keep them substantially equal.

* Poles within these municipalities are administered by both Manchester, New Hampshire, and Salem, Massachusetts, telephone engineering offices.

ATTACHMENT #1

FITCHBURG GAS AND ELECTRIC LIGHT COMPANY
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

DIVISION OF MAINTENANCE

EFFECTIVE DATE November 1, 1996

Electric Company
Maintenance Area

Ashby
Fitchburg *
Townsend **

Telephone Company
Maintenance Area

Fitchburg *
Lunenburg
Townsend **

* Location of Division in City of Fitchburg

Power Company - Area northeast of the Boston & Maine railroad tracks.

Telephone Company - Area southwest of the Boston & Maine railroad tracks.

** Location of Division in Townsend

Telephone Company - Fitchburg Rd. - from Lunenburg Town line to the intersection of Main St.
Main St. to the Pepperell Town Line (South East Corner
of Townsend)

INTERCOMPANY OPERATING PROCEDURE #5
Unitil Distribution Companies
and
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

ASSIGNED SPACE

EFFECTIVE DATE November 1, 1996

1. Assigned space on a joint pole shall be for the exclusive use of each Company respectively, except that certain attachments may, in accordance with the provisions of the latest edition of the National Electrical Safety Code, be located in space assigned to the other Company, however, if such attachments should interfere with the use of such space by said other Company, the first Company shall at its own expense make such changes or replacements as may be necessary to make the space available.
2. Minimum pole height for joint poles will be forty foot class four (40'-4), unless mutually agreed otherwise.
3. Use of thirty (30) foot poles for stub poles, private property poles, etc., are acceptable unless mutually agreed otherwise.
4. Excess height on new poles may be purchased for sole use by either utility, based on the Flat Rate Reciprocal Billing Agreement. Excess 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.

IOP # 5

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8. Mutual excess height requirements for joint owners resulting from requirements for additional ground clearance such as railroad and road crossing, shall be mutually agreed upon to achieve minimum clearance, in the best interest of both owners. There will be occasions where a pole, because of a clearance problem, will need to be taller than normally required to provide the proper separations required by the NESC or Company Standards. This is referred to as "Mutual Excess Height" and the space allocation to each company would be as if the smaller pole were placed. In these situations, the Telephone Company recognizes its obligation to lower its plant, if possible, at some future date to allow the Electric Company, or Licensee to perform work that would otherwise necessitate a pole change out.

NEW ENGLAND TELEPHONE
AND TELEGRAPH COMPANY
d/b/a NYNEX

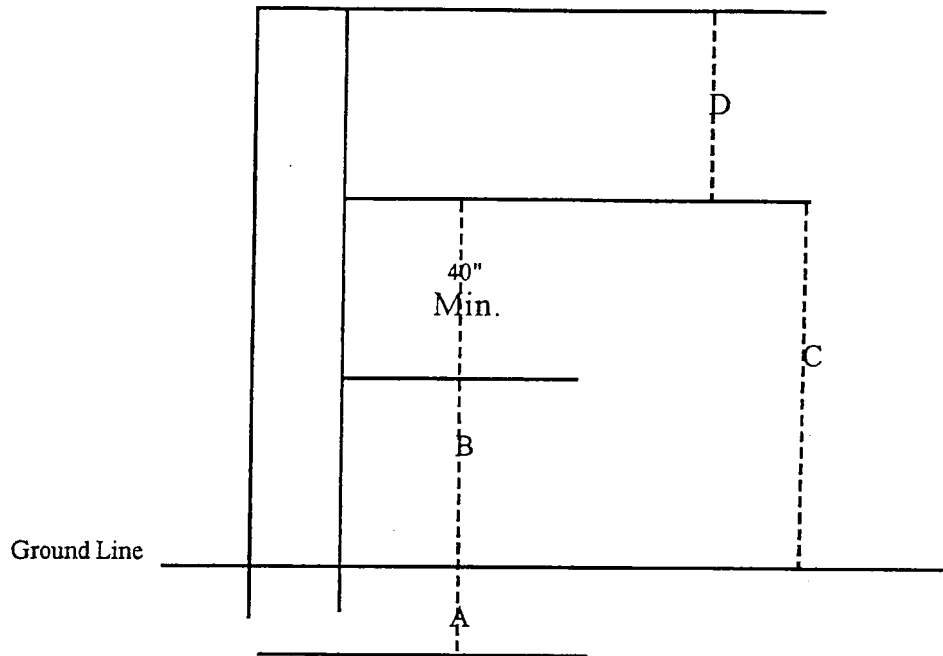
By *Thomas N. Toul*
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Date of Execution: 11/6/96

By *Russell Gomez*
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Unitil Distribution Companies
Concord Electric Company
Exeter & Hampton Electric Company
Fitchburg Gas and Electric Light Company

By *Stewart E. Ordheo*
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JOINT POLE SPACE ALLOCATION

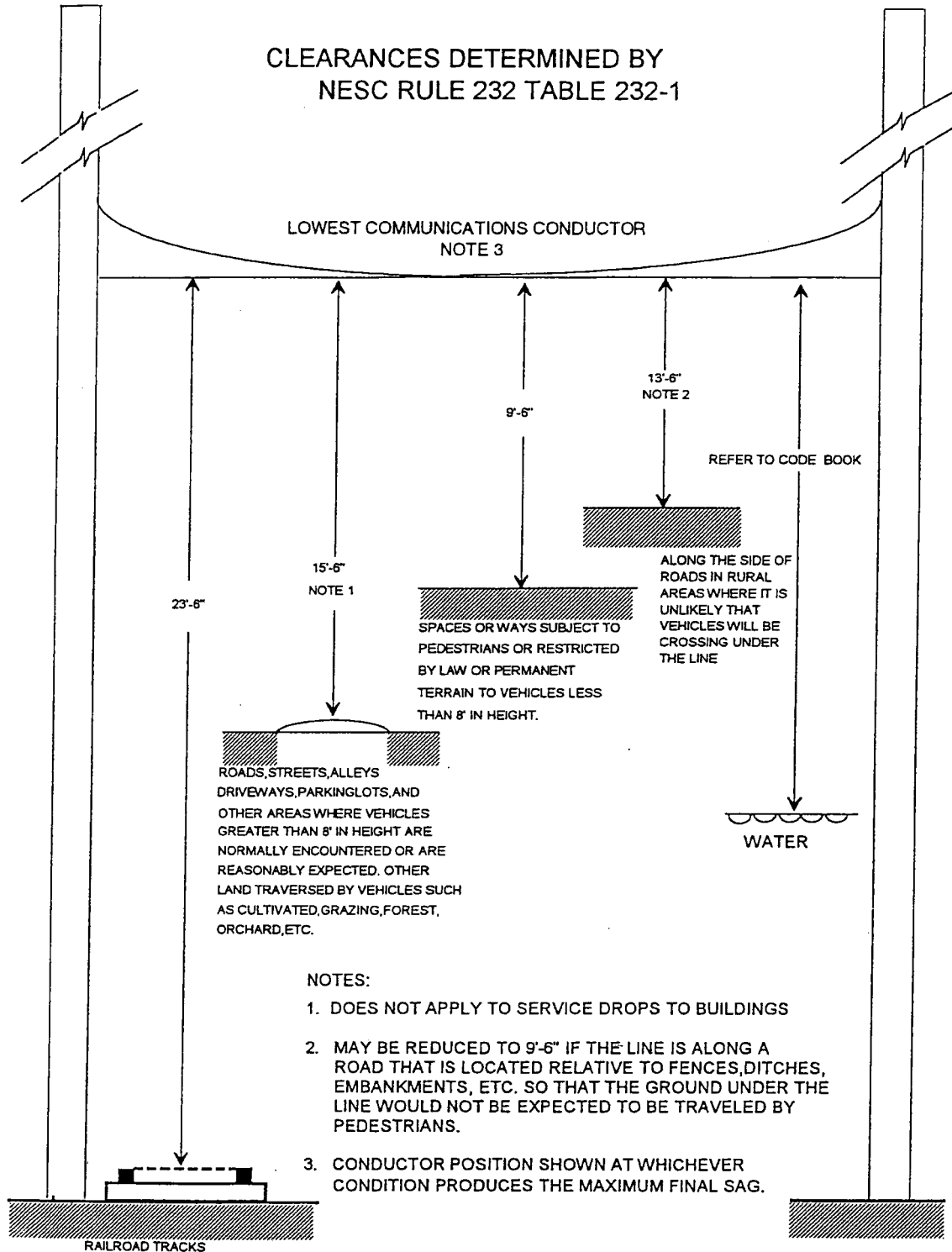


| Pole Length | Pole Ownership Elec/Comm. Note 1 | A Normal Setting Depths Note 2 | B Communication Max/Height Note 3 | C Electric Minimum Height Note 3 | D Electric Maximum Space Note 3 |
|-------------|----------------------------------|--------------------------------|-----------------------------------|----------------------------------|---------------------------------|
| 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" |

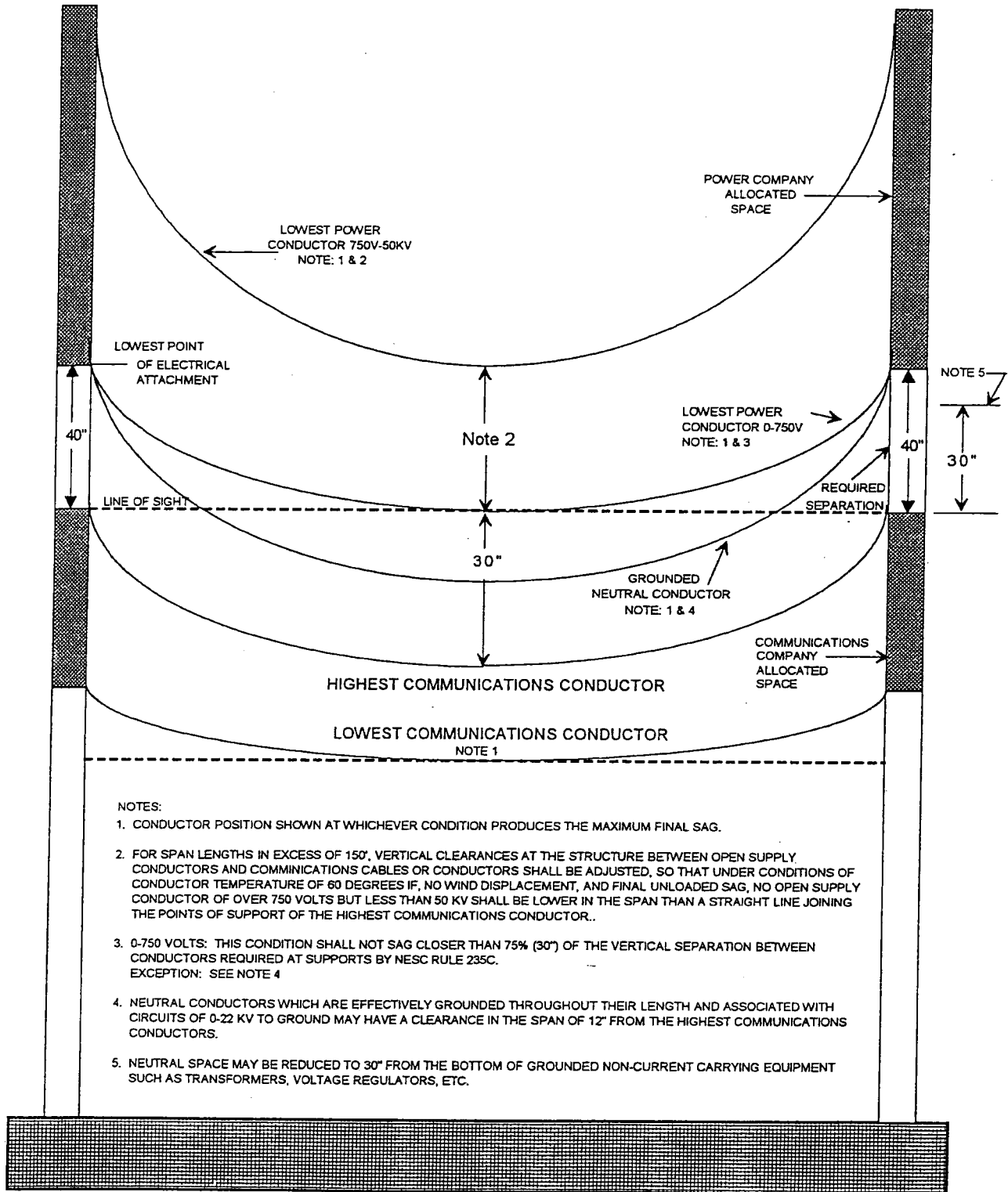
1. Municipal space and/or space for other authorized licenses shall be made available through equal contribution by each owner, whenever possible. 45/40 indicates a 45' pole however NYNEX pays for and occupies the space as if it were a 40' joint pole. 40/45 indicated a 45' pole where the power company pays for and occupies space as if it were a 40' joint pole.
2. Minimum pole setting depth.
3. 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.

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 60 DEGREES IF, 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 CONDUCTORS.
5. NEUTRAL SPACE MAY BE REDUCED TO 30" FROM THE BOTTOM OF GROUNDED NON-CURRENT CARRYING EQUIPMENT SUCH AS TRANSFORMERS, VOLTAGE REGULATORS, ETC.

INTERCOMPANY OPERATING PROCEDURE #6

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

GUYS AND ANCHORS

EFFECTIVE DATE November 1, 1996

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 provisions of Article 5 of the agreement.
2. On jointly occupied poles, each Company shall 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 jointly 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 1" triple thimble rod will be minimum standard for both companies. NYNEX standard screw anchor will be 10" and the power company will be 10" depending on soil condition.
5. 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 Acquiring Joint Ownership of New Poles and Anchors. Guy rod adapters will not be used under any circumstances.
6. 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 poles, the Company doing so will place any additional anchors required, because of its additional attachments there will be no billing to the joint owner.
7. When one Company places an anchor which will be sole owned by the other Company, the other Company will then be billed full flat rate cost.

NEW ENGLAND TELEPHONE
AND TELEGRAPH COMPANY
d/b/a NYNEX

Unitil Distribution Companies
Concord Electric Company
Exeter & Hampton Electric Company
Fitchburg Gas and Electric Light Company

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(Title) Gen Mgr Eng + Const - NYNEX North
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By *Robert E. Aisher*
(Title) Gen. Vice President
Date of Execution: 9/16/96

By *Russell J...*
(Title) SEAL Director E/C - MA/RE

INTERCOMPANY OPERATING PROCEDURE #7

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

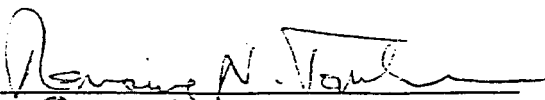
WORK ON JOINT POLES

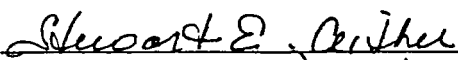
EFFECTIVE DATE November 1, 1996

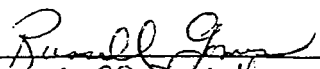
1. This Intercompany Operating Procedure covers work on Joint Poles between the two companies.
2. Under the current Joint Ownership Agreement, Articles 5 and 7 deal with placing, maintaining and transferring attachments. They include the provision that each Company shall place and maintain its own attachments in accordance with the requirements of the National Electrical Safety Code and other applicable codes.
3. 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 the electric companies' 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.
4. Whenever one Company tensioning causes the other Company to perform additional work; i.e., re-tensioning, the Company creating the problem will do whatever is necessary to correct the problem.
5. The construction methods employed by each Company must take into account what effect they could have on the other Company's facilities. When placing or replacing new poles, the Maintaining Company (the Co. doing the placing), must take into consideration transformer locations, terminal locations, cross arms, closure locations and riser locations that would add significant cost to the other Company when performing their transfer work.

NEW ENGLAND TELEPHONE
AND TELEGRAPH COMPANY
d/b/a NYNEX

Unitil Distribution Companies
Concord Electric Company
Exeter & Hampton Electric Company
Fitchburg Gas and Electric Light Company

By 
(Title) Gen Mgr Eng+Const-NYNEX North
Date of Execution: 11/6/96

By 
(Title) Sr. Vice President
Date of Execution: 9/16/96

By 
(Title) Staff Director E/C-MA/RT
Date of Execution: 12/5/96

INTERCOMPANY OPERATING PROCEDURE #8

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

TERMINATION OF THE JOINT OWNERSHIP
AND USE OF A POLE OR ANCHOR

EFFECTIVE DATE November 1, 1996

1. Either co-owner may at any time abandon the use of a jointly owned pole by giving due notice thereof in writing to the other co-owner and by removing therefrom any and all attachments it may have thereon.

2. If either party desires at any time to abandon a jointly owned pole or anchor, the abandoning party shall give the other party notice in writing to the effect, not less than sixty (60) days prior to the date on which it intends to abandon such pole or anchor, and offer to sell its interest to the other party. The other party shall reply to the above notice in ten (10) days and state if it desires to continue the use of such pole or anchor. If it does, it shall, upon the removal of all the attachments of the party abandoning the pole or anchor, assume sole ownership of such pole or anchor, and shall thereafter save harmless the party abandoning the pole from all obligation under Article 14 of the Agreement, except with respect to injuries or damages resulting from incidents which occurred prior to the abandonment. The remaining party shall purchase the pole in accordance to the current Flat Rate Billing Schedule.

NEW ENGLAND TELEPHONE
AND TELEGRAPH COMPANY
d/b/a NYNEX

Unitil Distribution Companies
Concord Electric Company
Exeter & Hampton Electric Company
Fitchburg Gas and Electric Light Company

By *Robert N. Tomlin*
(Title) Gen Mgr Eng Const NYNEX North
Date of Execution: 11/6/96

By *Edward E. Ciothee*
(Title) Sr. Vice President
Date of Execution: 9/16/96

By *Ronald Jones*
(Title) Staff Director Ek-MA/RT
Date of Execution: 12/5/96