

INTERCOMPANY OPERATING PROCEDURE #9

Unitil Distribution Companies

and

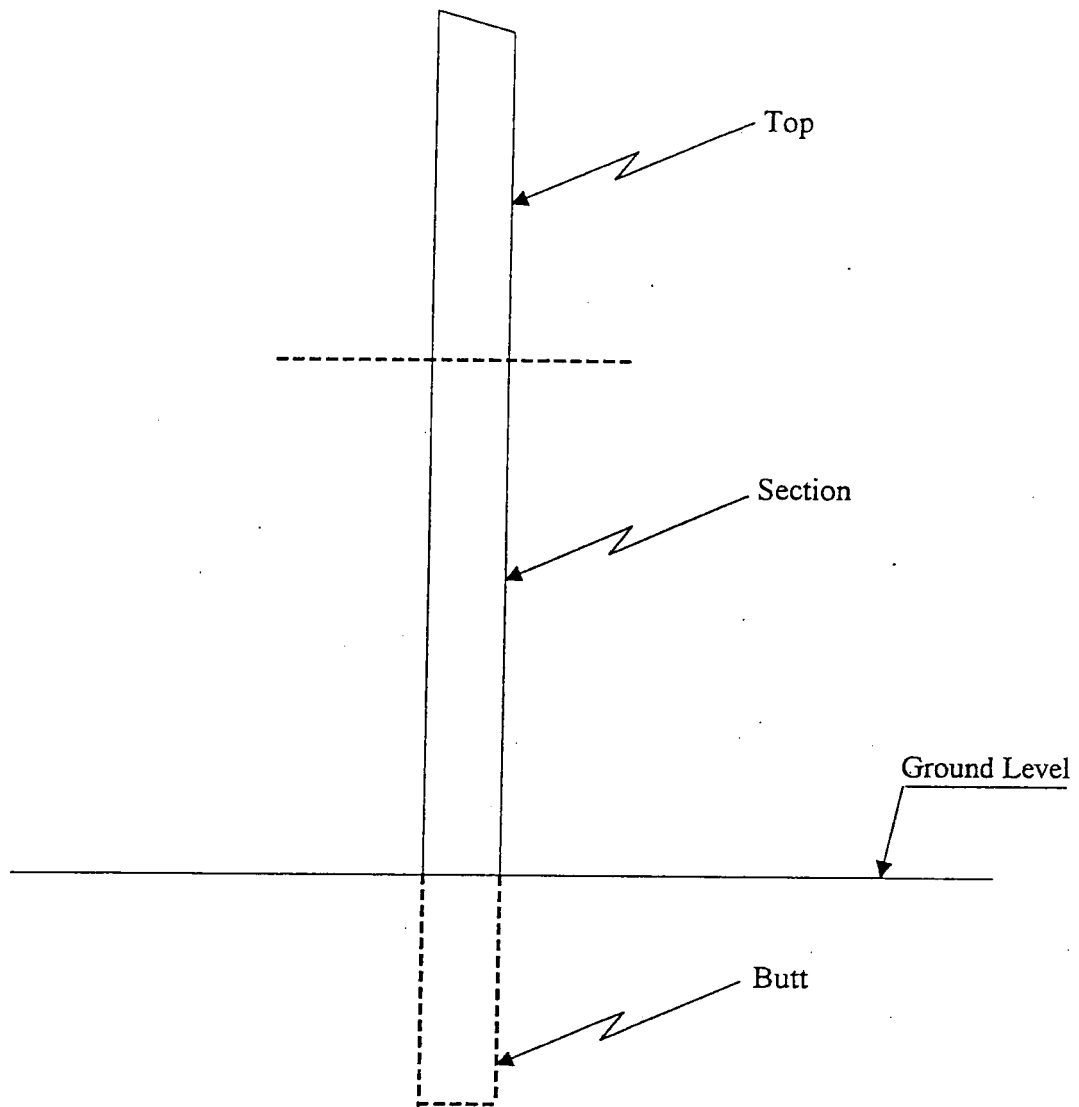
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

REMOVAL OF JOINTLY OWNED POLES

EFFECTIVE DATE November 1, 1996

Removal of Jointly Owned Poles - (See Diagram for Pole Terminology)

1. Removal of Jointly Owned poles will be in accordance with the maintenance areas as assigned in Intercompany Operating Procedure - Custody and Maintenance of Jointly Owned Poles and Anchors and in accordance with article #9 of the joint ownership agreement.
2. The maintaining Company is responsible to notify the co-owner and each attachee when a pole is ready to be transferred. A pole will be considered ready to be transferred as defined in Intercompany Operating Procedure - Request to Transfer Construction
3. Upon receipt of the notification of the request to transfer facilities each company is responsible for transferring its facilities within sixty (60) days, unless otherwise agreed.
4. The last party off the pole(s) is responsible to notify the maintaining company that the pole(s) is ready for removal. Notification will normally be accomplished by Telephone Company form 57 and the appropriate Electric Company form. Advance notice may be made by telephone with forms to follow.
5. 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 and pole section will be removed by the maintaining party. However, the last party to transfer its attachments may remove and dispose of the pole section, should the pole section be considered a safety hazard. No billing will be associated with this work.
6. The Telephone Company will not remove any jointly owned pole(s) that extend into a Electric Company's energized wires where minimum approach distances cannot be maintained.
7. The Electric Company will top all poles that are mutually agreed to, on the Exchange of Notice (605A) prior to placing / replacing any poles that would facilitate the transfer of such poles. Billing will only be for pole(s) topped in the NYNEX Maintenance Area and at the established flat billing rate in effect at that time.



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

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

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

IOP # 10

Page 1

INTERCOMPANY OPERATING PROCEDURE #10

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

USE OF EXTRA LENGTH POLE TOP PIN

EFFECTIVE DATE November 1, 1996

The purpose of this Intercompany Operating Procedure is to establish a practice whereby mutual benefits to both Companies may be obtained through the use of an extra length pole top pin to avoid the premature replacement of a jointly owned pole when additional ground clearance is required.

In certain instances, the Power Company's Distribution Standards permit the installation of a 36 inch fiberglass pole top pin which could provide an additional 18 inches of pole space beyond that available when a standard length pin is used. For the purposes of this Procedure, the consideration of using such a pin for the mutual benefit of both Companies will be limited to installations on existing joint poles with voltages not exceeding 20,000 volts, phase to ground and where additional ground clearance is required by the current edition of the National Electrical Safety Code.

When the Power Company's Distribution Standards permit the installation of the 36 inch pin and the Companies mutually agree that its use would be beneficial to both parties, the Power Company will install the 36 inch pole top pin and both Companies will move their facilities upward, where necessary, a distance not to exceed 18 inches on the pole.

The Power Company will bill the Telephone Company its share of the cost for the placement of extra length pole top pins as specified in 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. [Signature]*
(Title) Gen Mgr Eng+Const - NYNEX North
Date of Execution: 11/6/96

By *Robert E. [Signature]*
(Title) Sr. Vice President
Date of Execution: 9/16/96

By *Russell [Signature]*
(Title) Staff Director E/C-MA/RS
Date of Execution: 12/5/96

INTERCOMPANY OPERATING PROCEDURE #11

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

POLE (VERTICAL) GROUNDS AND BONDING

EFFECTIVE DATE November 1, 1996

Pole (vertical) grounds and bonds between the Telephone Company cable strand and the Power Company multi-grounded neutral will be provided in accordance with NESC as follows:

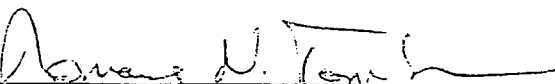
1. For the purpose of this Intercompany Operating Procedure, the following definitions will apply:
 - A. Pole (vertical) grounds - Will consist of a 7 to 8 inch diameter copper plate attached to the pole butt or an 8' x 5/8" copperplated or 8' x 3/4" galvanized steel ground rod driven in the ground vertically, full length, except where rock bottom is encountered, at a point not less than 12 inches from the butt of the pole with the 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 staples to the quarter of the pole away from the flow of traffic and covered with molding for a minimum distance of 8 feet above the earth surface. Ground wires will have a minimum conductivity equivalent to #6 copper conductor, and will be connected to the butt plate or ground rod at one end and to the neutral wire of the Power Company's multi-grounded system at the other end.
 - B. Bond - Will have a minimum conductivity of #6 copper conductor connected to the Telephone Company cable strand or to its open wire, C rural, or multiple wire protectors at one end to a vertical ground which in turn is connected to the Power Company's multi-grounded system neutral.
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 per NESC requirements. The Company installing the joint pole will also furnish and install all pole grounds at such locations as required by both companies or solely by either Company unless mutually agreed otherwise.
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.
 - B. When replacing an existing pole on which there is no pole ground, the Company setting the pole will furnish and install a new pole ground as per paragraph 3. above.
 - C. Any pole ground to be added to an existing pole will be installed by the Company requiring such ground.

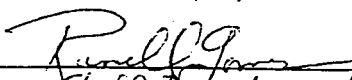
IOP # 11

Page 2

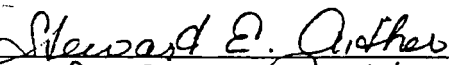
5. Any pole grounds installed by the Telephone Company under paragraph 3. and 4. will be extended to the top of its assigned space with sufficient length of conductor for connection to the Power Company's multi-grounded system neutral.
6. Bonds between Telephone Company cable strand or protectors associated with multiple, C rural, or open wire, and Power Company's multi-grounded system neutral:
 - A. If required at a location where there is a pole ground, the Telephone Company will provide the bonding conductor and make the connection to both the strand or protector and the pole ground.
 - B. If no ground is present and a ground is required by the Telephone Company, the Telephone Company will install a vertical ground and extend the ground wire to the top of the communication space with sufficient length of conductor for connection to the power company multi-grounded system neutral.
7. In all cases, the connection of either a pole ground or a bonding conductor to the Power Company's multi-grounded system neutral will be done by the Power Company within thirty (30) days of receipt of written notice.
8. A pole ground will be maintained by the Company that maintains the pole, except that the Power Company will maintain all pole grounds above the Telephone Company space regardless of maintenance areas.
9. This Intercompany Operating Procedure is applicable to joint occupancy of pole lines supporting Power Company facilities in the 0 to 60 KV range only. Joint occupancy with higher voltages, if encountered, will be subject to special consideration.

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

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

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

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

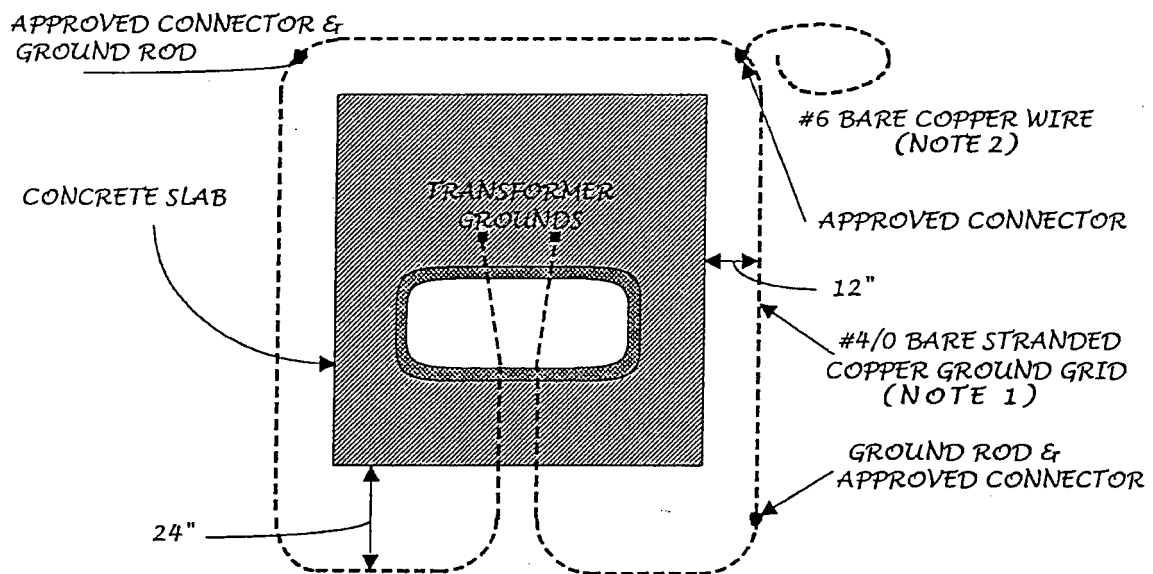
By 
(Title) Sr. Vice President
Date of Execution: 9/16/96

INTERCOMPANY OPERATING PROCEDURE #12
Unitil Distribution Companies
and
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY
PADMOUNT TRANSFORMER AND PEDESTAL BONDING

EFFECTIVE DATE November 1, 1996

Both companies will endeavor to coordinate the placing of their buried facilities so that Bonding and/or Grounding can be performed simultaneously prior to the energizing of the conductors. If this cannot be accomplished the following will apply.

1. At all padmounted transformer locations a twelve (12) inch section of #6 bare copper wire will be connected to the electric company's grounding grid. The location of the wire is at twelve (12) inches from the rear right hand corner of the transformer pad, looking from the roadside direction, at a depth not to exceed six (6) inches. The specification will be part of the Electric Company's standard for the installation of the grounding grid. The Telephone Company is then responsible to bond this coil to their plant in compliance with current practices.



TYPICAL PADMOUNT TRANSFORMER GROUNDING GRID

NOTE:

1. THE GROUND GRID SHALL BE BURIED AT LEAST 1'-0" BELOW GRADE. SIX FEET OF EXTRA WIRE FOR EACH GROUND GRID LEG SHALL BE LEFT EXPOSED IN THE CABLE COMPARTMENT

IOP # 12

Page 2

TO ALLOW FOR THE CONNECTION TO THE TRANSFORMER. THE TWO EIGHT FOOT BY 5/8" GROUND RODS MAY BE EITHER GALVANIZED STEEL OR COPPERWELD AND THEY SHALL BE CONNECTED TO THE GRID WITH APPROVED CONNECTORS.

2. A 12 INCH SECTION OF #6 BARE SOLID COPPER WIRE INSTALLED AT THE REAR RIGHT HAND CORNER OF THE TRANSFORMER PAD AT A DEPTH NOT TO EXCEED 6 INCHES.

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

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

By *Russell J. [Signature]*
(Title) Staff Dir for E/C - MA/RI
Date of Execution: 12/5/96

INTERCOMPANY OPERATING PROCEDURE #13

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

REQUEST TO TRANSFER CONSTRUCTION

EFFECTIVE DATE November 1, 1996

1. Upon completion of pole and/or anchor work that necessitates transfer notices, the constructing Company shall issue a Request to Transfer Construction Form #57 to the other Joint Owner and to the other Parties involved, such as the Municipality and/or Cable Television Companies.
 - A. The maintaining company is responsible to notify the co-owner and each attachee when its attachments are ready to be transfered. A pole will be considered ready to be transfered when all pole attachments above have been transferred and no obstructions exist.
 - B. 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 "A" 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.
 - C. 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.

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

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

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

INTERCOMPANY OPERATING PROCEDURE #14
Unitil Distribution Companies
and
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY
STREET SIDE COMMUNICATION ATTACHMENTS

EFFECTIVE DATE November 1, 1996

The Electric Company and the Telephone Company agree that the Telephone Company may locate its cable strands, and other longitudinal runs of paired conductors, on either or both sides of jointly owned poles in the Telephone Company's assigned space as follows:

1. Boxing in of poles should be kept to a minimum.
2. The cables may be located on the alley side in alleys where poles are located close to buildings

The above attachments shall have a minimum vertical spacing of one (1) foot at the pole, and be confined to no more than four (4) strands per pole. Where difficulties would be encountered by the Electric Company in the installation or removal of a pole, due to Telephone Company attachments on both sides of the pole, the two Companies shall cooperate in the execution of the work involved. Where such difficulties are encountered there will be no intercompany billing for any increased costs that may be experienced by either Company when it is necessary for each Company to have a crew to facilitate the placement or removal of joint poles.

Intercompany billing will be in accordance with the appropriate Flat Rate Billing Schedule for the work operations involved.

It is not the intent of this Intercompany Operating Procedure to include the setting of poles for the sole purpose of rearranging cables or strand from one side of the pole to the other.

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. Towler*
(Title) Gen. Mgr. Eng. Const. NYNEX North
Date of Execution: 11/6/96

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

By *Russell Jones*
(Title) Sta. H. Director SEK-MIA/MI
Date of Execution: 12/5/94

INTERCOMPANY OPERATING PROCEDURE #15

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

UNAUTHORIZED ATTACHMENTS

EFFECTIVE DATE November 1, 1996

The purpose of this Intercompany 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 the penalty for all unauthorized attachments discovered by either party will be billed at twice the current flat rate schedule in effect at the date of discovery.
2. Billing for acquiring joint ownership will be in accordance to IOP - Acquiring Joint Ownership of Existing Poles and Anchors.
3. The joint owner billing for the unauthorized attachments must show that joint ownership was refused. The Exchange of Notice (Form 605A) will be the document of proof. This burden of proof will only be required for poles installed/replaced on or after the effective date of this IOP.

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 *Richard N. [Signature]*
(Title) Gen Mgr Eng+Const-NYNEX North
Date of Execution: 11/6/96

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

By *Russell [Signature]*
(Title) Staff Director EK-MA/RI
Date of Execution: 12/5/96

INTERCOMPANY OPERATING PROCEDURE #16

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

INSPECTION AND TREATMENT OF STANDING POLES

EFFECTIVE DATE November 1, 1996

The purpose of the 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. Initially all joint poles shall be inspected at or before the age of 20 years. Poles shall be re-inspected at intervals not to exceed 10 years.
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 borne individually by each Company for their respective maintenance areas.

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 *Domenic N. T...*
(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 J. G...*
(Title) Staff Director EK-MA/RI
Date of Execution: 12/5/96

INTERCOMPANY OPERATING PROCEDURE #17

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

JOINT TRIMMING

EFFECTIVE DATE November 1, 1996

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 in 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 will include the same information. The parties agreed to reciprocal acceptance of each other's tree contractors for heavy storms on a 50%/50% basis.
- C. Removal of weakened or toppled trees and large limbs which threaten both parties' plant will be removed on a 50%/50% basis, subject to prior field review, wherever possible.

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 will be 60% Electric Company and 40% Telephone (see Attachment #2).
- B. The cost of trimming in connection with increased pole height, at the time of replacement, shall be borne as follows:
 - (1) Mutual Benefit Replacement - Power Company - 50%
- Telephone Company - 50%
 - (2) Sole Benefit Replacement - Full cost to be borne by the party for whose benefit the pole is replaced.

IOP # 17

Page 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 Item #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 paragraph #1 and #2.
- B. All chemical treatment must be done in accordance with all applicable local, state and federal regulations.

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 three (3) 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.

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

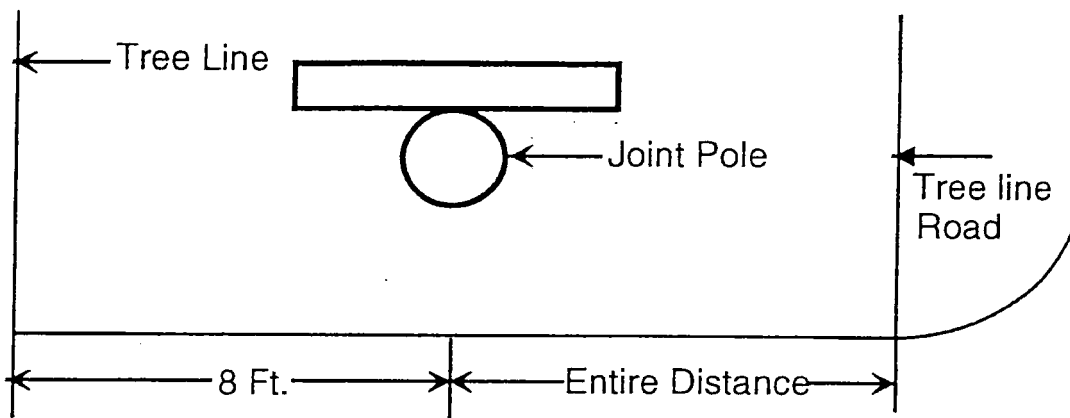
By *Ronald N. [Signature]*
 (Title) Gen Mgr Eng Const NYNEX North
 Date of Execution: 11/6/96

By *Stewart E. [Signature]*
 (Title) Asst. Vice President
 Date of Execution: 9/16/96

By *Russell [Signature]*
 (Title) Staff Director EIC-MA/RE
 Date of Execution: 12/5/96

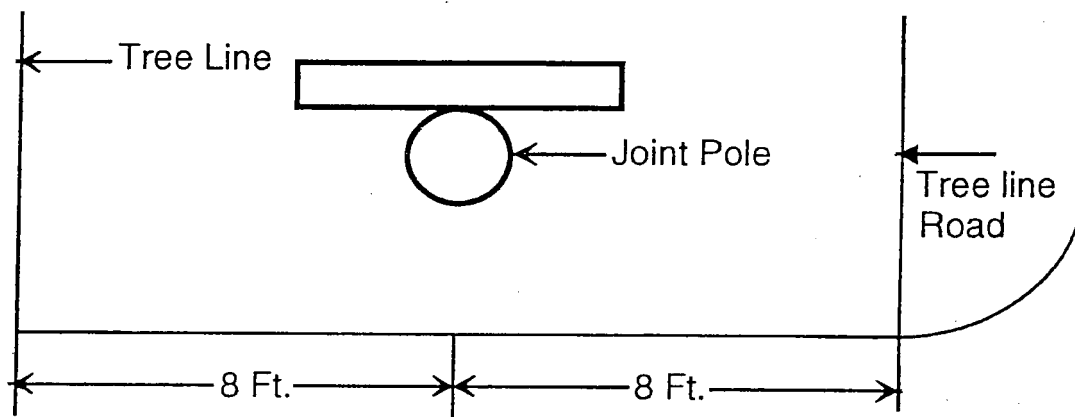
MAINTENANCE TRIMMING

Roadside Trimming, Highway or Private Way



Division of Trimming Costs
Electric Company = 75%
NYNEX = 25%

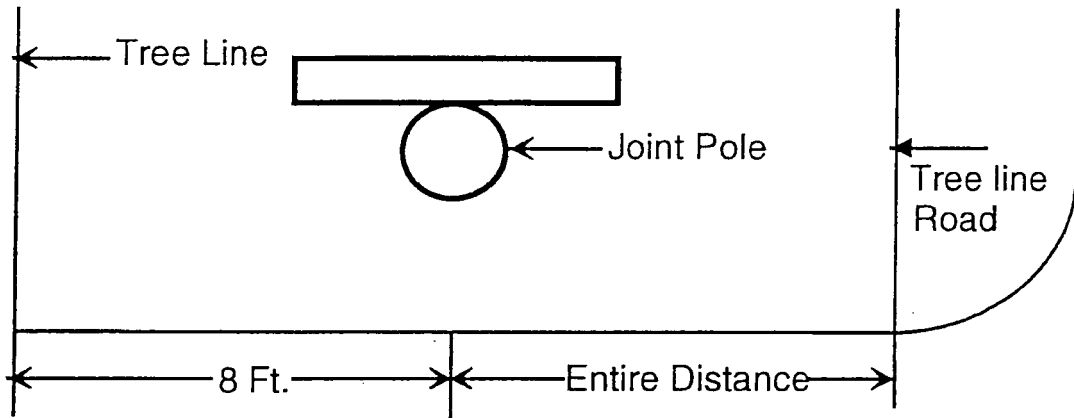
Off Road (R.O.W.) Trimming



Division of Trimming Costs
Electric Company = 75%
NYNEX = 25%

CONSTRUCTION TRIMMING

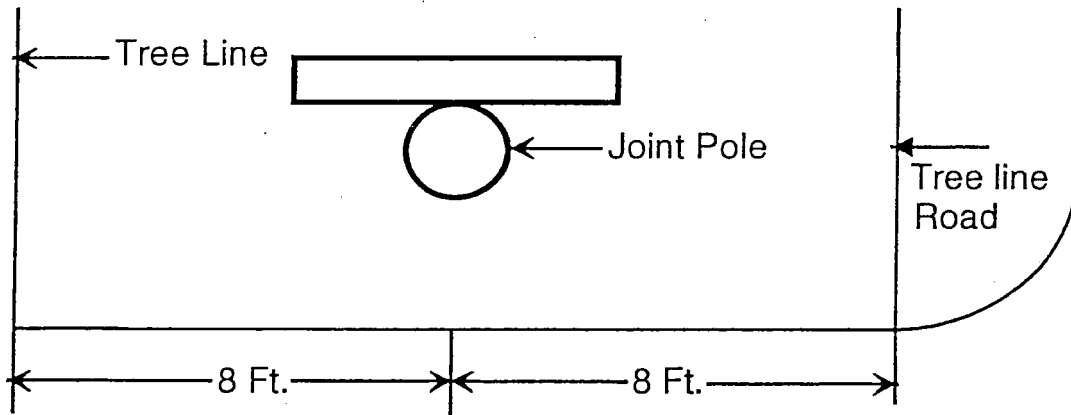
Roadside Trimming, Highway or Private Way



Division of Trimming Costs

Electric Company = 60%
NYNEX = 40%

Off Road (R.O.W.) Trimming



Division of Trimming Costs

Electric Company = 60%
NYNEX = 40%

INTERCOMPANY OPERATING PROCEDURE #18

Unitil Distribution Companies

and

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

RIGHTS-OF-WAY, EASEMENTS AND LICENSES

EFFECTIVE DATE November 1, 1996

1. DEFINITIONS

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

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

2. EXISTING LINES

If desired, 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 in accordance with 5.C.

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 shall be obtained. It is the policy of both Companies not to make payment for these easements.

4. RECORDING AND RECORDING FEES

- A. All joint documents shall be recorded promptly, and a copy, where required, 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 payment 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.
- C. When the maintaining Company fails to get the easement and/or partial mortgage release, and the non-maintaining Company obtains these, than the maintaining Company will be charged an administration fee of \$50.00.

6. FORMS

Each Company will use the appropriate forms for acquiring easements, rights of way, and licenses.

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. Tavel*
(Title) Gen Mgr Eng & Const NYNEX North
Date of Execution: 11/6/96

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

By *Russell Q. Jones*
(Title) Staff Director Ek-MA/RE
Date of Execution: 12/5/96

IOP# 19

Page 1 of 3

**INTERCOMPANY OPERATING PROCEDURE #19
UNITIL DISTRIBUTION COMPANIES
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY**

EXCHANGE OF NOTICE PROCEDURE

EFFECTIVE DATE : June 1, 2001
(Revises IOP #19 dated November 1, 1996)

1. The party requesting the work to be performed or requesting Joint Ownership shall initiate the attached revised Exchange of Notice. Form 605A.
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 included as Attachment A of this IOP)

Item Nature of Notice or Request

1. Application of 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 of increase or change voltage.
 8. Notice of non-standard conditions.
 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.

EXCHANGE OF NOTICE PROCEDURE

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 or when the work has been completed.
 - 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 the two companies, 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, the individual making such changes or notes shall initial and date them and return the revised form to the other company..

APPROVED:

APPROVED:

Verizon New England Inc

Concord Electric Company
Exeter & Hampton Electric Company
Fitchburg Gas and Electric Light Company

BY: 

BY: 

TITLE: Director-Outside Plant Engineering

TITLE: Vice President, Operations Systems

DATE: June 4, 2001

DATE: May 15, 2001

IOP #19

Page 3 of 3

See Attached 605A (2-98) Forms to be used for Joint Ownership – Exchange of Notice



Joint Ownership - Exchange of Notice

To: (Name of Company)		Location		Tel Notice #			
For CO. Rep.		Date		Tel Order #			
From: (Name of Company)		Location		Elec Notice #			
VERIZON NEW ENGLAND INC							
By CO. Rep.		Municipality		Elec Order #			
Schedule				Maintenance Area			
				TEL	E		
V	Item	Nature of Notice Or Request		V	Item	Nature of Notice Or Request	
	1	Initial Interest			7	Notice To Install/Replace JO Anchor	
	2	Remaining Interest			8	Notice Of Non-Standard Conditions	
	3	Notice Of Intent to Erect New Poles			9	Notice To Custodian Of Pole In Need Of Replacement	
	4	Notice Of Intent to Replace JO Poles			10	Request To Transfer	
	5	Notice Of Intent To Relocate JO Poles			11	Pole Reinforcement	
	6	Notice Of Intent To Abandon Poles			12	Other As Detailed	
Give Location And Description Of Item(s) Checked							
Exchange		Exchange Code		Tel Route # / Street		Elec Ln Name / Street	

Sketch / Instructions

Voltage		Prepared By			
Agreed By		Date	Company	VERIZON NEW ENGLAND INC	
Agreed By		Date	Company		

UNITIL LOGO

Joint Ownership - Exchange of Notice

To: (Name of Company) VERIZON NEW ENGLAND INC		Location		Tel Notice #			
For CO. Rep.		Date		Tel Order #			
From: (Name of Company)		Location		Elec Notice #			
By CO. Rep.		Municipality		Elec Order #			
Schedule				Maintenance Area			
V	Item	Nature of Notice Or Request		V	Item	Nature of Notice Or Request	
	1	Initial Interest			7	Notice To Install/Replace JO Anchor	
	2	Remaining Interest			8	Notice Of Non-Standard Conditions	
	3	Notice Of Intent to Erect New Poles			9	Notice To Custodian Of Pole In Need Of Replacement	
	4	Notice Of Intent to Replace JO Poles			10	Request To Transfer	
	5	Notice Of Intent To Relocate JO Poles			11	Pole Reinforcement	
	6	Notice Of Intent To Abandon Poles			12	Other As Detailed	
Give Location And Description Of Item(s) Checked							
Exchange		Exchange Code		Tel Route # / Street		Elec Ln Name / Street	

Sketch / Instructions

Voltage		Prepared By			
Agreed By		Date	Company		
Agreed By		Date	Company	VERIZON NEW ENGLAND INC	