

Electric Co.

EX 1511 - 9-0
Original

JOINT OWNERSHIP AGREEMENT

BETWEEN

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

AND

CONNECTICUT VALLEY ELECTRIC COMPANY, INC.

Dated ~~November 1,~~ 1980

OCT 15 1980

TABLE OF CONTENTS

| | | |
|------------|---|--|
| Article 1 | - | Scope of Agreement |
| Article 2 | - | Permission for Joint Ownership |
| Article 3 | - | Rights and Obligations; IOP's |
| Article 4 | - | Sole Agreement |
| Article 5 | - | Construction Standards |
| Article 6 | - | Municipal Space |
| Article 7 | - | Attachments |
| Article 8 | - | Electrical Interference |
| Article 9 | - | Work Responsibility |
| Article 10 | - | Payment of Taxes |
| Article 11 | - | Bills and Payment for Work |
| Article 12 | - | Existing Rights of Other Parties |
| Article 13 | - | Assignment of Rights |
| Article 14 | - | Liability for Damages |
| Article 15 | - | Liability and Damages Joint Owned but not Jointly Used |
| Article 16 | - | Contractors Engaged by Either Party |
| Article 17 | - | Default |
| Article 18 | - | Term of Agreement |
| Article 19 | - | Waiver of Portions of Agreement |
| Article 20 | - | Ownership of Poles, Guys and Anchors |
| Article 21 | - | Cancellation of Existing Agreements |
| Article 22 | - | Establishing Joint Use |
| Article 23 | - | Notices |

AGREEMENT

THIS AGREEMENT, made this 1st day of November, 1980, 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 CONNECTICUT VALLEY ELECTRIC COMPANY, INC., a New Hampshire corporation with a principal place of business in Rutland, in the State of Vermont, hereinafter sometimes called "the parties".

WITNESSETH THAT:

WHEREAS, the parties desire to provide for the joint ownership of poles and anchors when and where such joint ownership 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 State of New Hampshire in which both parties have the right to operate on the effective date hereof and thereafter.

Permission for Joint Ownership

Article 2. Each party permits the joint ownership 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 ownership poles and anchors which are, in its judgment, necessary for its sole use or its use together with attachments of municipalities or 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 ownership of poles, the Agreement sets forth the rights and obligations of the parties with respect to such ownership, including without limitation their rights and obligations with respect to the following matters:

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

Certain of the basic contractual provisions of this Agreement are not set forth in the body of the Agreement, but are set forth with operational or administrative procedures in Intercompany Operating Procedures (IOP's). IOP's in effect at any time shall be attached hereto and shall be a part of this Agreement. The IOP's in effect or taking effect upon the effective date of this Agreement are listed in 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 sixty (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 owned 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 or damage occurs after the end of the sixty (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 owned 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 sixty (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 an addendum between the parties hereto, it is hereby agreed that each party has held and now holds a one-half undivided interest therein as tenant in common.

(e) With respect to jointly owned poles 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 Agreements**

Article 21. The Agreement dated December 30, 1936, between New England Telephone and Telegraph Company and Central Vermont Public Service Corporation, predecessor of Connecticut Valley Electric Company, Inc., 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 thereof.

Further, this Agreement hereby cancels and supersedes any and all other joint ownership agreements, if any, made in connection herewith by the parties hereto.

**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

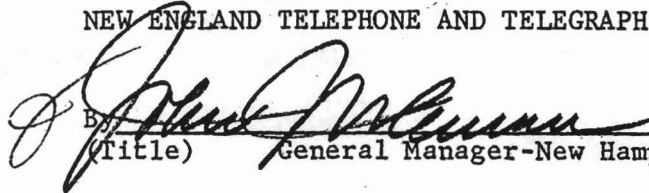
Article 23. Notices under this Agreement shall be sent by mail, postage prepaid, to the parties at the following addresses or to such other address as either party may, from time to time, designate in writing:

New England Telephone and Telegraph Company
426 Main Street
Laconia, New Hampshire 03246
Attention: Staff Manager

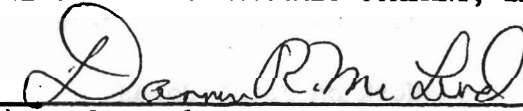
Connecticut Valley Electric Company, Inc.
77 Grove Street
Rutland, Vermont 05701
Attention: Telephone Coordination Engineer

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 
(Title) General Manager-New Hampshire

CONNECTICUT VALLEY ELECTRIC COMPANY, INC.

By 
(Title) General Manager-Engineering and
Power Operations

SCHEDULE A

INTERCOMPANY OPERATING PROCEDURES

CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

IOP#

1. Custody and Maintenance of Jointly Owned Poles and Anchors
2. Termination of the Joint Ownership and Use of a Pole or Anchor
3. Work on Joint Poles
4. Procedure When Character of Circuits Is Changed
5. Assigned Space
6. Buried Cable Signs
7. Street Side Communication Attachments
8. Inspection and Treatment of Standing Poles
9. Salvage of Treated Pine Poles
10. Pole (Vertical) Grounds and Bonding
11. Use of Extra Length Pole Top Pin

INTERCOMPANY OPERATING PROCEDURE #1

CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY


CUSTODY AND MAINTENANCE OF

JOINTLY OWNED POLES AND ANCHORS

EFFECTIVE November 1, 1980

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 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 or strength for existing or proposed attachments.
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.

APPROVED:
NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

By 
Division Manager-Outside Plant

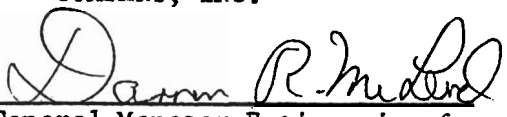
Date 9/30/80

CONCURRED:

By 
Division Staff Manager-O.P.

Date 9/24/80

APPROVED:
CONNECTICUT VALLEY ELECTRIC
COMPANY, INC.

By 
General Manager-Engineering &
Power Operations

Date 10/28/80

NEW HAMPSHIRE

Power Company Maintenance

Claremont*
Haverhill
Newport
Orford
Piermont
Plainfield
Unity

Telephone Company Maintenance

Bath
Charlestown
Claremont*
Cornish
Hanover
Lyman
Lyme

*The Power Company will maintain in Claremont all poles on Terry Road and north, all poles north of and including Connecticut Valley Line #14, pole #23 (Tel. #138/34) on Jarvis Hill Road, all poles on Sullivan Street and north and all poles north of Sugar River as marked on Space Rental Maps.

*The Telephone Company will maintain in Claremont all poles south of Terry Road, all poles south of and including Connecticut Valley Line #14, pole #22 (Tel. #138/35) on Jarvis Hill Road, all poles south of Sullivan Street and all poles south of Sugar River as marked on Space Rental Maps.

INTERCOMPANY OPERATING PROCEDURE #2

CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

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

EFFECTIVE November 1, 1980

I. If either party desires, at any time, to abandon a jointly owned pole or anchor, it should give the other party notice in writing to that effect, at least sixty (60) days prior to the date on which it intends to abandon its use and ownership of such pole or anchor. If the other party desires to continue the use and ownership of such pole or anchor 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 or anchor from all obligation, liability, damages, costs, expenses or charges incurred thereafter, and not growing out of anything theretofore occurring because of or arising out of the presence or condition of such pole or anchor or of any attachments thereon. Such other party shall pay to the abandoning party a sum for its interest in said pole and/or anchor as determined by the following procedure:

A. Termination of Joint Ownership of Poles:

1. Abandoning party shall sell remaining one-half interest, based on the following formula, using the Flat Rate Schedule prices in effect when the poles are abandoned with prices depreciated to the year attachments are removed.

Abandoning party shall bill the remaining party the difference between its share (50%) of the then value of the existing pole and the full then value of the pole of the same percent condition but of a size required for the remaining party's sole use.

Example - 35' pole placed in 1975, Tel. Co. removed attachments in 1979 (pole 88% condition), El. Co. requires 30' pole for sole use.

| | |
|---|-----------------|
| 1/2 then value of 35' SPC, 88% condition (1975 schedule) | = \$ 87.10 |
| full then value of 30' SPC, 88% condition (1975 schedule) | = <u>125.00</u> |
| Tel. Co. bill El. Co. difference | \$ 37.90 |

2. In the event that such poles, in paragraph 1. above are also occupied by a third or fourth party such as municipal fire alarm or police signal facilities and/or a CATV cable, the requirements of the remaining party shall be established assuming the additional party's attachments are at a point on the pole which will provide minimum National Electrical Safety Code clearance to the ground and to the remaining party.

3. If it can be demonstrated, through records, that the poles in which the abandoning party is to sell its remaining one-half interest to the remaining party were existing poles initially set for the sole use of the remaining party and were initially made jointly owned by the purchase of one-half interest from the remaining party, the remaining party will purchase the abandoning party's one-half interest on the basis of the pole sizes as they exist not on the basis of the pole sizes required for the remaining party's sole occupancy.

B. Jointly Owned Anchors:

Under paragraphs 1., 2. and 3. above, the sale price for remaining one-half interest in a jointly owned anchor will be based on the Flat Rate Schedule price in effect at the time the associated pole is abandoned.

C. Joint Abandonment:

If both parties, at the same time, abandon any jointly owned pole or anchor, each party shall, at its own expense, remove its attachments therefrom. The last party to remove its attachments from such pole shall remove the pole and/or anchor.

APPROVED:
NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

By *[Signature]*
Division Manager-Outside Plant

Date 9/30/80

CONCURRED:

By *[Signature]*
Division Staff Manager-O.P.

Date 9/24/80

APPROVED:
CONNECTICUT VALLEY ELECTRIC
COMPANY, INC.

By *[Signature]*
General Manager-Engineering &
Power Operations

Date 10/28/80

INTERCOMPANY OPERATING PROCEDURE #3

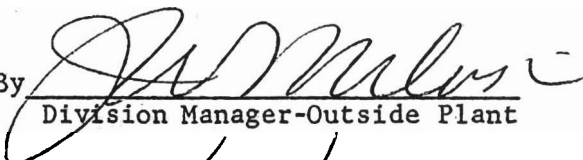
CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

WORK ON JOINT POLES

EFFECTIVE November 1, 1980

1. Under the Joint Ownership Agreement dated November 1, 1980, 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.
2. 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 owned poles to move thereby creating a problem with Connecticut Valley Electric Company, Inc. 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.
3. The construction methods employed by each Company must take into account what effect they could have on the other Company's facilities.

APPROVED:
NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

By 
Division Manager-Outside Plant

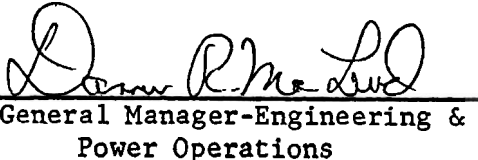
Date 9/30/80

CONCURRED:

By 
Division Staff Manager-O.P.

Date 9/29/80

APPROVED:
CONNECTICUT VALLEY ELECTRIC
COMPANY, INC.

By 
General Manager-Engineering &
Power Operations

Date 10/28/80

INTERCOMPANY OPERATING PROCEDURE #4

CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

EFFECTIVE November 1, 1980

1. At the present time joint ownership and occupancy of poles will include Power Company facilities up to 60KV phase-to-phase. Joint Ownership and occupancy of poles carrying power lines in the 20 to 60KV class will be restricted to multi-grounded neutral power systems.
2. When either company desires to change the character of its circuits on jointly owned poles, such company shall normally give one hundred and twenty (120) days notice in writing to the other company of such contemplated change. In those cases where such notice is not possible, verbal notice shall be given followed by written notice, with continuing verbal communication and cooperation between the companies to meet service dates.
3. The companies shall then cooperate in determining (a) the conditions under which joint ownership may be continued on a mutually satisfactory basis, or (b) the most practical and economical method of providing for separate lines.
 - a. When joint ownership is to be continued with the higher voltage proposed by the power company, each company will, at its own cost, provide whatever protection is necessary on its own facilities to meet the requirements of the National Electrical Safety Code and its own specifications. Bonding and grounding will be done in accordance with the then current Intercompany Operating Procedure on Pole (Vertical) Grounds and Bonding.
 - b. When separate lines are to be established, the company whose circuits are to be removed from the jointly owned poles shall promptly carry out the necessary work.
 - (1) When the company that wishes to change the character of its circuits remains on the existing poles, that company shall pay the company removing its circuits a sum equal to the then value of the removing company's interest in the jointly owned poles plus the value of the unexpired life of the facilities that are being removed from the old pole line plus the cost of removal minus the salvage value of the facilities that are being removed, as determined by the company removing its facilities.

(2) When the company that wishes to change the character of its circuits is to remove its facilities from the existing poles, the company remaining on the existing poles shall acquire full interest in them in accordance with the then current Intercompany Operating Procedure on Termination of the Joint Ownership and Use of a Pole and Anchor.

APPROVED:
NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

By 
Division Manager-Outside Plant

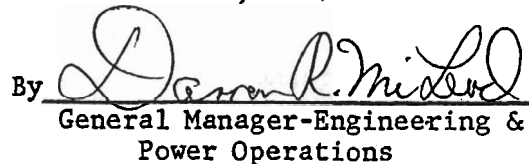
Date 9/30/80

CONCURRED:

By 
Division Staff Manager-O.P.

Date 9/29/80

APPROVED:
CONNECTICUT VALLEY ELECTRIC
COMPANY, INC.

By 
General Manager-Engineering &
Power Operations

Date 10/28/80

INTERCOMPANY OPERATING PROCEDURE #5

CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

ASSIGNED SPACE

EFFECTIVE November 1, 1980

1. Assigned space (see Attachment "A") 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 National Electrical Safety Code mentioned in Article 5 of the Agreement, 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 make such changes or replacements as may be necessary to make the space available at its own expense.
2. The assignment of space on a jointly occupied pole is based on a standard 35 foot pole and normal ground clearances along and over public streets, alleys or roads in urban or rural districts, as determined by the Code mentioned above.

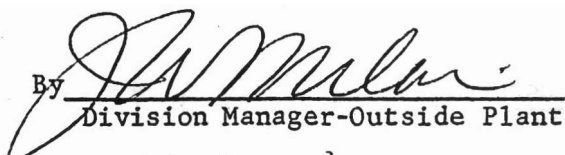
The Electric Company space shall consist of the uppermost four feet five inches of space on a standard joint pole.

The Telephone Company space shall consist of three feet three inches on a standard joint pole at a sufficient distance below the Electric Company space to provide at all times the minimum clearance between attachments as required by the Code mentioned above.

3. Municipal space shall, if so desired by municipal authorities or deemed desirable by the two Companies, be reserved for the municipal fire alarm and police signal wires or cables, owned by the municipality and used exclusively for municipal purposes. Municipal space, where required, shall be provided by equal space contribution of each Company.
4. Responsibility for excess height above that available on a 35 foot pole is to be assessed to the Company requiring such excess height in the proportion of their respective needs. Mutual excess height may be the result of the requirement of additional space by each Company, the requirement of municipal space or by variations in clearance requirements such as a railroad crossing, which limit the usable space on a pole.

5. Assignment of space other than that detailed in paragraph 2 for a standard 35 foot pole shall be mutually determined by representatives of the two Companies and shall be shown on the Exchange of Notice form.

APPROVED:
NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

By 
Division Manager-Outside Plant

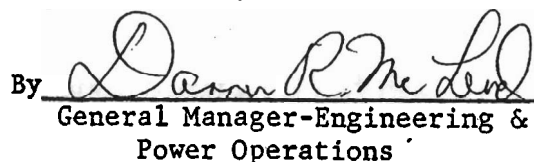
Date 9/30/80

CONCURRED:

By 
Division Staff Manager-O.P.

Date 9/27/80

APPROVED:
CONNECTICUT VALLEY ELECTRIC
COMPANY, INC.

By 
General Manager-Engineering &
Power Operations

Date 10/28/80

ATTACHMENT "A"
 TO
 INTERCOMPANY OPERATING PROCEDURE #5
 CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
 AND
 NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

ASSIGNED SPACE

ASSIGNED SPACE ON JOINTLY USED POLES

| Pole Size | Depth in Ground | Electric Co. | | Neutral Space | Telephone Co. | |
|--|-----------------|--------------|---------------------------|---------------|---------------|------------------------|
| | | Space | Bottom Limit Above Ground | | Space | Top Limit Above Ground |
| 35' | 5' 6" | 4' 8" | 24' 10" | 3' 4" | 3' 6" | 21' 6" |
| 35' | 6' 0" | 4' 5" | 24' 7" | 3' 4" | 3' 3" | 21' 3" |
| 40' | 6' 0" | 6' 11" | 27' 1" | 3' 4" | 5' 9" | 23' 9" |
| 45' | 6' 6" | 9' 2" | 29' 4" | 3' 4" | 8' 0" | 26' 0" |
| 50' | 7' 0" | 11' 5" | 31' 7" | 3' 4" | 10' 3" | 28' 3" |
| Electric Company pay 5' excess height. | | | | | | |
| 40' | 6' 0" | 9' 5" | 24' 7" | 3' 4" | 3' 3" | 21' 3" |
| 45' | 6' 6" | 11' 5" | 27' 1" | 3' 4" | 5' 9" | 23' 9" |
| 50' | 7' 0" | 13' 8" | 29' 4" | 3' 4" | 8' 0" | 26' 0" |
| Electric Company pay 10' excess height. | | | | | | |
| 45' | 6' 6" | 13' 11" | 24' 7" | 3' 4" | 3' 3" | 21' 3" |
| 50' | 7' 0" | 15' 11" | 27' 1" | 3' 4" | 5' 9" | 23' 9" |
| Electric Company pay 15' excess height. | | | | | | |
| 50' | 7' 0" | 18' 5" | 24' 7" | 3' 4" | 3' 3" | 21' 3" |
| Telephone Company pay 5' excess height. | | | | | | |
| 40' | 6' 0" | 4' 5" | 29' 7" | 3' 4" | 8' 3" | 26' 3" |
| 45' | 6' 6" | 6' 11" | 31' 7" | 3' 4" | 10' 3" | 28' 3" |
| 50' | 7' 0" | 9' 2" | 33' 10" | 3' 4" | 12' 6" | 30' 6" |
| Telephone Company pay 10' excess height. | | | | | | |
| 45' | 6' 6" | 4' 5" | 34' 1" | 3' 4" | 12' 9" | 30' 9" |
| 50' | 7' 0" | 6' 11" | 36' 1" | 3' 4" | 14' 9" | 32' 9" |
| Telephone Company pay 15' excess height. | | | | | | |
| 50' | 7' 0" | 4' 5" | 38' 7" | 3' 4" | 17' 3" | 35' 3" |

INTERCOMPANY OPERATING PROCEDURE #6

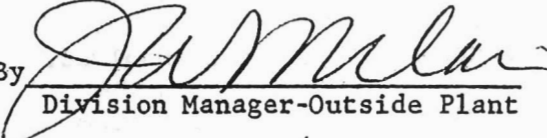
CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

BURIED CABLE SIGNS

EFFECTIVE November 1, 1980

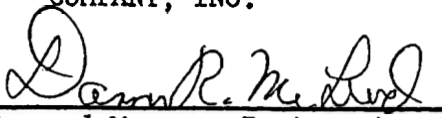
1. Each Company grants permission to the other Company to install buried cable signs on poles that are solely owned by the Company having aerial construction. These signs may be installed under the following provisions:
 - a. Metal signs shall not be installed higher than three (3) feet above ground line and shall conform to the contour of the poles.
 - b. Plastic signs shall not be installed higher than five feet (5') on the pole.
 - c. When poles on which there are buried cable signs are replaced, the pole owner shall notify the owner of the sign that the pole has been replaced.
 - d. The attachment of these signs is to be permitted without billing between companies.
2. When both companies have aerial construction and the poles are jointly owned, and buried construction is also present, buried cable signs may be placed on the poles as outlined in a. and b. above.

APPROVED:
NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

By 
Division Manager-Outside Plant

Date 9/30/80

APPROVED:
CONNECTICUT VALLEY ELECTRIC
COMPANY, INC.

By 
General Manager-Engineering &
Power Operations

Date 10/28/80

CONCURRED:

By 
Division Staff Manager-O.P.

Date 9/24/80

INTERCOMPANY OPERATING PROCEDURE #7

CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

STREET SIDE COMMUNICATION ATTACHMENTS

EFFECTIVE November 1, 1980

1. The "Joint Pole Practices for Supply and Communications Circuits" (E.E.I. Publication No. M12), issued by the Edison Electric Institute and the American Telephone and Telegraph Company provides that:

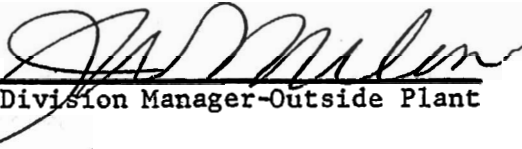
"Communications suspension strands and longitudinal runs of paired conductors when attached directly to the pole shall be placed on the field side, except:

- (a) They may be located on the street side of poles in specific situations where the continued absence of street lamps, supply vertical runs, or other supply attachments in or below communication space on the street side of the pole is assured, and where the proposed construction is agreed to by the parties concerned, due regard being given to the desirability of avoiding frequent crossovers from one side of the line to the other.
- (b) They may be placed on the alley side in alleys where poles are located close to buildings.

2. The Power Company and the Telephone Company agree that the Telephone Company may place its cable strands and other longitudinal runs of paired conductors on either or both sides of jointly owned poles within the Telephone Company's assigned space. Such 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 Power 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.
3. Under this Intercompany Operating Procedure, there will be no intercompany billing for the increased costs that may be experienced by either Company where 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.

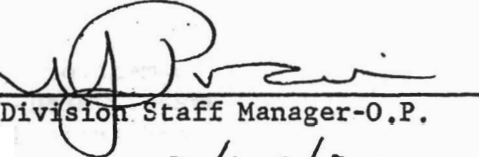
- 4. It is not the intent of this Intercompany Operating Procedure to include the setting of poles for the sole purpose of rearranging cables or strand from one side of the pole to the other.

APPROVED:
NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

By 
Division Manager-Outside Plant

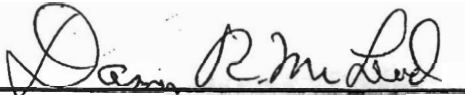
Date 9/30/80

CONCURRED:

By 
Division Staff Manager-O.P.

Date 9/29/80

APPROVED:
CONNECTICUT VALLEY ELECTRIC
COMPANY, INC.

By 
General Manager-Engineering &
Power Operations

Date 10, 0

INTERCOMPANY OPERATING PROCEDURE #8

CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

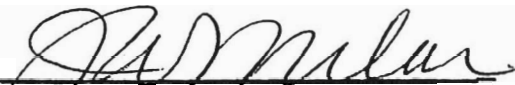
INSPECTION AND TREATMENT OF STANDING POLES

EFFECTIVE November 1, 1980

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 9 year intervals thereafter.
2. Each Company shall be responsible for the inspection and treatment of all jointly owned poles within its 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 its respective maintenance areas.

APPROVED:
NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

By 
Division Manager-Outside Plant

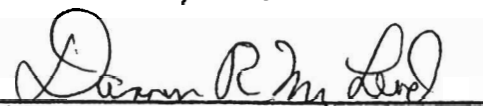
Date 9/30/80

CONCURRED:

By 
Division Staff Manager-O.P.

Date 9/27/80

APPROVED:
CONNECTICUT VALLEY ELECTRIC
COMPANY, INC.

By 
General Manager-Engineering &
Power Operations

Date 10/28/80

INTERCOMPANY OPERATING PROCEDURE #9

CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

SALVAGE OF TREATED PINE POLES

EFFECTIVE November 1, 1980

The purpose of this Intercompany Operating Procedure is to establish a practice for salvaging full length treated pine poles.

1. A pole 10 years old or less shall be considered salvable and shall be returned for reuse unless defects are obvious when the pole is in the ground.
2. If a pole older than 10 years is found to be sound when removed it shall also be returned for reuse.
3. When deciding whether or not a pole is suitable for salvage and reuse, the following shall be considered:
 - a. A pole that is located at a considerable distance from a highway can not be economically salvaged.
 - b. A pole should not be rejected for salvage merely because it is spurred.

APPROVED:
NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

By 
Division Manager-Outside Plant

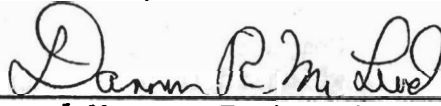
Date 9/30/80

CONCURRED:

By 
Division Staff Manager-O.P.

Date 9/29/80

APPROVED:
CONNECTICUT VALLEY ELECTRIC
COMPANY, INC.

By 
General Manager-Engineering &
Power Operations

Date 10/28/80

INTERCOMPANY OPERATING PROCEDURE #10
CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

POLE (VERTICAL) GROUNDS AND BONDING

EFFECTIVE November 1, 1980

Pole (vertical) grounds and bonds between the Telephone Company cable strand and the Power Company 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 a 7 - 8 inch diameter copper plate attached to the pole butt or an 8' X 5/8" copperplated or galvanized steel ground rod or two 5' X 5/8" sectional copperplated 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 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 static-proof 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 Power Company's multi-grounded system neutral 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 wire or multiple wire protectors at one end and to the Power Company's multi-grounded system neutral, or to a vertical pole ground which in turn is connected to the Power Company'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 all pole grounds at such locations as required by both Companies or solely by either Company.

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 new pole will furnish and install a new pole ground if the other Company requests one at the time the pole replacement is coordinated or one is required by the placing Company.
 - c. Any pole ground to be added to an existing pole will be installed by the Company requiring such ground.
5. Pole grounds - miscellaneous: The Telephone Company will place only the butt plate type of pole ground. The Power Company, however, may place either a butt plate or a ground rod type of pole ground.
6. Any pole grounds installed by the Telephone Company under 3. and 4. above 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. The connection of the pole ground to the Power Company's multi-grounded system neutral will be done by the Power Company.
7. Bonds between Telephone Company cable strand or protectors associated with C rural, multiple 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 pole ground is present and is not required by the Telephone Company, it will provide a sufficient length of conductor for connection to the Power Company's multi-grounded system neutral and will connect one end to the strand or protector.
 - c. If no pole ground is present and one is required by the Telephone Company, the provisions of 4.c above will apply.
8. When the Telephone Company has completed its work on a pole (vertical) ground or bond that is to be connected to the Power Company's multi-grounded neutral, it will send two copies of a request to connect to the M.G.N. to the appropriate district office of the Power Company. Upon completion of the work, the Power Company will return one copy to the originator. **In all cases, the connection of either a pole ground or a bonding conductor to the Power Company's multi-grounded neutral will be done by the Power Company within thirty (30) days of receipt of written notice.**

9. 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.
10. This Intercompany Operating Procedure is applicable to joint occupancy of pole lines supporting Power Company facilities in the 0 to 60KV range only. Joint occupancy with higher voltages, if encountered, will be subject to special consideration.

APPROVED:
NEW ENGLAND TELEPHONE AND
TELEGRAPH COMPANY

By 
Division Manager-Outside Plant

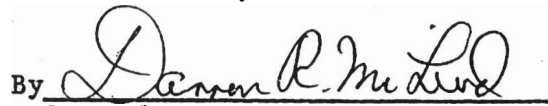
Date 9/30/80

CONCURRED:

By 
Division Staff Manager-O.P.

Date 9/24/80

APPROVED:
CONNECTICUT VALLEY ELECTRIC
COMPANY, INC.

By 
General Manager-Engineering &
Power Operations

Date 10/28/80