

07-5

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Catrice C. Williams, Secretary  
Department of Telecommunications and Cable  
One South Station  
Boston, MA 02110

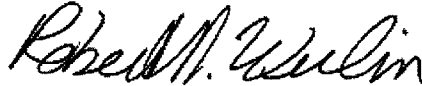
Re: D.T.C. 07-5, — Town of Rowe Petition

Dear Secretary Williams:

On behalf of Verizon New England, Inc., d/b/a Verizon Massachusetts, enclosed please find responses to the Information Requests in the above-referenced proceeding.

Thank you for your attention to this matter.

Sincerely,



Robert N. Werlin

Enclosures

cc: Service List

RECEIVED  
2007 OCT 19 PM 4:39  
MASS. DEPT. OF  
PUBLIC UTILITIES

Responses to Information Requests

DTC-VZ-1-1  
DTC-VZ-1-2  
DTC-VZ-1-3  
DTC-VZ-1-8  
DTC-VZ-1-11  
DTC-VZ-1-12  
DTC-VZ-1-13  
DTC-VZ-1-14

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**D.T.C. Docket No. 07-5**

**Respondent:** John Conroy  
**Title:** Vice President Regulatory

**REQUEST:** Department of Telecommunications and Cable, Set #1

**DATED:** October 5, 2007

**ITEM:** DTC 1-1 Provide the total number of lines served by Verizon in the Town of Rowe ("Town" or "Rowe").

**REPLY:** There are approximately 280 Verizon access lines in service in the Town of Rowe.

VZ #1

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**D.T.C. Docket No. 07-5**

**Respondent:** John Conroy  
**Title:** Vice President Regulatory

**REQUEST:** Department of Telecommunications and Cable, Set #1

**DATED:** October 5, 2007

**ITEM:** DTC 1-2 Is Verizon the only provider of wireline telephone service in the Town of Rowe?

**REPLY:** Verizon can not determine with certainty if there are any other wireline telephone service providers in the Town of Rowe.

VZ #2

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**D.T.C. Docket No. 07-5**

**Respondent:** John Conroy  
**Title:** Vice President Regulatory

**REQUEST:** Department of Telecommunications and Cable, Set #1

**DATED:** October 5, 2007

**ITEM:** DTC 1-3 Provide a description of the network infrastructure used to provide telephone service to the Town, including but not limited to which central office serves the Town, a description of the switching technology and cable facilities serving the Town, and the age of the infrastructure.

**REPLY:** The Central Office that serves the Town of Rowe is located at 7 South Street Charlemont, MA. The cable that provides service to Rowe from the Charlemont Central Office is a BHAA-150 PIC sheath 19 gauge cable. That cable services two Remote Terminals. ("RT") and the majority of the cables serving the town originate in those RTs. The DMS 100 switch in Charlemont was placed into service in 1991, the cable that serves the RTs was placed in 1967, the RTs were placed in 1980 and the remainder of the cables in the town have been placed at various times since 1960.

VZ #3

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**D.T.C. Docket No. 07-5**

**Respondent:** John Conroy  
**Title:** Vice President Regulatory

**REQUEST:** Department of Telecommunications and Cable, Set #1

**DATED:** October 5, 2007

**ITEM:** DTC 1-8 Provide the network trouble reports per 100 lines ("RPHL") for the Town for the past two years (i.e. January 2006 through the present) on a monthly basis and compare the Town's average with both the statewide RPHL and the serving central office RPHL for the same period.

**REPLY:** Verizon reports RPHL at the Central Office level. Verizon service to the Town of Rowe is provisioned from the Central Office located in Charlemont. Below is a comparison of the Charlemont and statewide RPHL.

	Charlemont	MA
Jan '06	1.95	1.63
Feb	1.57	1.24
Mar	4.37	1.10
Apr	1.17	1.14
May	2.37	2.18
June	3.68	2.21
July	6.19	2.08
Aug	2.89	1.67
Sept	2.33	1.54
Oct	4.34	1.40
Nov	3.31	1.56
Dec	3.62	1.23
Jan '07	2.99	1.21
Feb	1.43	0.93
Mar	4.80	1.53
Apr	2.87	1.53
May	4.67	1.49

June	4.60	1.51
July	8.03	1.50
Aug	7.49	1.41
Sept	3.05	1.23

VZ #8

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**D.T.C. Docket No. 07-5**

**Respondent:** John Conroy  
**Title:** Vice President Regulatory

**REQUEST:** Department of Telecommunications and Cable, Set #1

**DATED:** October 5, 2007

**ITEM:** DTC 1-11 Are the poles in the Town of Rowe owned solely by Verizon? If not, who is the primary pole owner?

**REPLY:** Verizon has a 50 percent ownership agreement with National Grid for the poles in Rowe.

VZ #11

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**D.T.C. Docket No. 07-5**

**Respondent:** John Conroy  
**Title:** Vice President Regulatory

**REQUEST:** Department of Telecommunications and Cable, Set #1

**DATED:** October 5, 2007

**ITEM:** DTC 1-12 Refer to Verizon's response to DTC-VZ 1-11. If Verizon is not the primary pole owner, is there an agreement between Verizon and the primary pole owner regarding maintenance, repair or replacement of poles in the Town of Rowe? If so, provide a copy of the agreement.

**REPLY:** See Attachment DTC-VZ 1-12.

VZ #12

**JOINT OWNERSHIP AGREEMENT  
BETWEEN  
MASSACHUSETTS ELECTRIC COMPANY  
(PARENT COMPANY – NATIONAL GRID)  
AND  
VERIZON – NEW ENGLAND INC**

**JANUARY 1, 1980  
AMENDED SEPTEMBER 25, 2001**

## AMENDMENT TO JOINT OWNERSHIP AGREEMENTS

THIS AMENDMENT made this 25 day of Sept, 2001, by and between Massachusetts Electric Company, Narragansett Electric Company, Granite State Electric Company, Nantucket Electric Company, and Verizon New England Inc.

### WITNESSETH

WHEREAS, Blackstone Valley Electric Company, Brockton Edison Company, Fall River Electric Light Company, and New England Telephone and Telegraph Company entered into an agreement covering joint ownership of poles, dated November 1, 1976, which agreement was amended August 31, 1979 to reflect the merger of Fall River Electric Light Company into Brockton Edison Company and the renaming of Brockton Edison Company to Eastern Edison Company; and

WHEREAS, Newport Electric Corporation and New England Telephone and Telegraph Company entered into an agreement covering joint ownership of poles, dated March 4, 1931, which agreement was amended February 2, 1960 to reflect new maintenance area responsibilities of the parties; and

WHEREAS, Massachusetts Electric Company and New England Telephone and Telegraph Company entered into an agreement covering joint ownership of poles, dated January 1, 1980; and

WHEREAS, Narragansett Electric Company and New England Telephone and Telegraph Company entered into an agreement covering joint ownership of poles, dated October 1, 1980; and

WHEREAS, Granite State Electric Company and New England Telephone and Telegraph Company entered into an agreement covering joint ownership of poles, dated October 1, 1980; and

WHEREAS, Nantucket Electric Company and New England Telephone and Telegraph Company entered into an agreement covering joint ownership of poles, dated January 1, 1999; and

WHEREAS, National Grid USA (the parent company of Massachusetts Electric Company and Narragansett Electric Company) has acquired Eastern Utility Associates (the parent company of Blackstone Valley Electric Company, Eastern Edison Company and Newport Electric Company); and

WHEREAS, On May 1, 2000, Blackstone Valley Electric Company and Newport Electric Corporation were merged into Narragansett Electric Company and Eastern Edison Company was merged into Massachusetts Electric Company; and

WHEREAS, the name of New England Telephone and Telegraph Company has been changed to Verizon New England Inc.; and

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

1. The joint ownership agreement between Narragansett Electric Company and New England Telephone and Telegraph Company, dated October 1, 1980 is amended as follows:

a. The scope is amended to include joint ownership of poles in ~~municipalities formerly~~ served by Blackstone Valley Electric Company and Newport Electric Corporation.

b. The words "New England Telephone and Telegraph Company" are replaced with "Verizon New England Inc." at each place they appear in the agreement.

2. The joint ownership agreement between Massachusetts Electric Company and New England Telephone and Telegraph Company, dated January 1, 1980 is amended as follows:

a. The scope is amended to include joint ownership of poles in municipalities formerly served by Eastern Edison Company.

b. The words "New England Telephone and Telegraph Company" are replaced with "Verizon New England Inc." at each place they appear in the agreement.

3. The joint ownership agreement between Granite State Electric Company and New England Telephone and Telegraph Company, dated October 1, 1980 is amended by replacing the words "New England Telephone and Telegraph Company" with "Verizon New England Inc." at each place they appear in the agreement.

4. The joint ownership agreement between Nantucket Electric Company and New England Telephone and Telegraph Company, dated January 1, 1999 is amended by replacing the words "New England Telephone and Telegraph Company d/b/a Bell Atlantic - Massachusetts" with "Verizon New England Inc." at each place they appear in the agreement.

5. The joint ownership agreement between Blackstone Valley Electric Company, Brockton Edison Company and Fall River Electric Light Company, and New England Telephone and Telegraph Company, dated November 1, 1976, as amended August 31, 1979 to reflect the merger of Fall River Electric Light Company into Brockton Edison Company and the renaming of Brockton Edison Company to Eastern Edison Company is superseded in its entirety.

6. The joint ownership agreement between Newport Electric Corporation and New England Telephone and Telegraph Company, dated March 4, 1931, as amended February 2, 1960 to reflect new maintenance area responsibilities of the parties is superseded in its entirety.

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

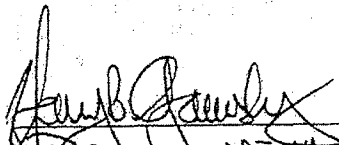
VERIZON NEW ENGLAND INC.

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

By:

Title:

Date:

  
Director OPE WA  
9/25/01

By:

Title:

Date:


  
S. VP & Treas  
8/17/01

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"TELEPHONE COMPANY"

THIS AGREEMENT, made this 1st day of January, 1980, between MASSACHUSETTS ELECTRIC COMPANY, a Massachusetts corporation with a principal place of business in Westborough, Massachusetts, hereinafter called ELECTRIC COMPANY, and NEW ENGLAND TELEPHONE and TELEGRAPH COMPANY, a New York corporation with a principal place of business in Boston, Massachusetts, hereinafter called TELEPHONE COMPANY

WITNESSETH THAT:

WHEREAS, the Electric Company and Telephone Company desire to provide for the joint ownership of poles and anchors when and where joint ownership will be of mutual advantage and will be consistent in meeting their service requirements.

NOW, THEREFORE, in consideration of the mutual covenants herein contained the parties hereto do, for themselves, their successors and assigns, mutually covenant and agree as follows;

Scope of  
Agreement

Article 1: This agreement shall be in effect in each city and town of the Commonwealth of Massachusetts, in which both the Telephone Company and the Electric Company now or may in the future have the right to operate.

Permission for  
Joint Ownership

Article 2: Each Company permits the joint ownership of any of its poles and anchors now standing or hereafter erected by it within the said cities and towns under the terms and conditions hereinafter specified, except that each Company reserves the right to exclude from Joint Ownership poles and anchors which, in the Owner's judgement, are necessary for its own sole use.

Rights and  
Obligations;  
IOP's

Article 3: To carry out the purpose of this Agreement to facilitate the joint ownership of poles and anchors, the Agreement sets forth the rights and obligations of the Companies with respect to such ownership, including without limitation their rights and obligations with respect to the following matters:

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

Certain of the basic contractual provisions of this Agreement are not set forth in the body of the Agreement, but are set forth with operational or administrative procedures in Intercompany Operating Procedures (IOP's). IOP's in effect at any time shall be attached hereto and shall be a part of this Agreement. The IOP's in effect or taking effect upon the effective date of this Agreement are listed in **Appendix A** attached hereto.

The provisions of IOP's in effect at any time shall be subject to review upon the written request of either company given to the other. Amendments to IOP's including elimination of any effective IOP's or addition of new IOP's, shall be made effective by written instrument signed on behalf of each company by a duly authorized officer of such company or by some other duly authorized representative designated herein or by written notice to the other company.

Work  
Responsibility

Article 4: The placing of new Jointly Owned poles, guys, and anchors, and the replacing, relocating or removing of existing Jointly Owned poles, guys, and anchors shall be divided equitably between the companies. The work performed by each company shall be subject to mutual agreement, in writing, as set forth in attached Intercompany Operating Procedures (IOP's).

Construction  
Standards

Article 5: All construction in connection with the joint ownership of poles, guys, and anchors covered by this agreement shall conform to the latest edition of the National Electrical Safety Code and all applicable Massachusetts codes or to the requirements of either party, whichever may be the more stringent.

Usual Joint  
Pole

Article 6: The usual joint pole under this agreement is a 35 foot Pole, as described by the American National Standards Institute Specification - 35.1. It is not the intent, however, to preclude the use of poles of greater or lesser length or strength than the usual pole to meet the minimum requirements of the parties hereto and the specifications mentioned in Article 5.

Municipal  
Space

Article 7: Upon each of the poles covered by this Agreement, a reasonable amount of space shall, if so desired by municipal authorities or deemed desirable by the parties hereto, be reserved for the municipal fire alarm and police signal wires or cables, owned by the municipality and used exclusively for municipal purposes.

Attachments	<p>Article 8: Each company shall place and maintain its attachments in accordance with the requirements of Article 5. Where temporary construction by one company on Joint Ownership Poles does not conform thereto, and is unsafe or restrictive to the other company in its operations, that company will cooperate with the other company in correcting the unsafe conditions or restrictions. Each company shall do the work of placing, maintaining, transferring and relocating its own attachments, even though the other company may be required by the terms of this Agreement to pay placing, transferring and relocating costs.</p>
Electrical Interference	<p>Article 9: All supply and communication circuits and their connected apparatus shall be constructed, operated and maintained to avoid or minimize electrical interference by one company with the other. Where such interference is experienced, those measures shall be applied which will most conveniently and economically avoid or minimize the interference.</p>
Payment of Taxes	<p>Article 10: In case any tax, fee and governmental charge is levied or assessed upon the jointly owned property covered by this Agreement, the same shall be divided in accordance with each company's ownership interest; provided, however, that any tax, fee and governmental charge levied or assessed upon said property solely as Telephone property shall be paid by the Telenhone Company and any tax, fee and governmental charge levied or assessed upon said property solely as electric property shall be paid by the Electric Company.</p>
Bills and Payment for Work	<p>Article 11: Upon the completion of work performed by either company, the expense of which is to be borne wholly or partially by the other company, the company performing the work shall within a reasonable period after its completion render to the other company an itemized statement of charges showing the cost of same, and such charges if found correct, shall be promptly paid.</p>
Existing Rights of Other Parties	<p>Article 12: If either of the companies hereto has, prior to the execution of this Agreement, conferred upon others not parties to this Agreement, without the written consent of the other company by contract or otherwise, rights or privileges to use any poles covered by this Agreement nothing herein contained shall be construed as affecting, said rights or privileges, and either party hereto shall have the right, by contract or otherwise, to continue and</p>

extend such existing rights or privileges: it being expressly understood, however, that for the Purpose of this Agreement, the attachments of any such outside party, except fire and police signal attachments of municipality, other public authority, or contracts executed by both the companies hereto shall be treated as attachments belonging to the grantor, and the rights, obligations and liabilities hereunder of the grantor in respect to such attachments shall be the same as if it were the actual owner thereof.

Assignment of  
Rights

Article 13: Except as otherwise provided in this Agreement, neither company hereto shall assign or otherwise dispose of this Agreement or any of its rights or interests hereunder, or in any of the jointly owned poles and anchors or the attachments or rights-of-way covered by this Agreement, to any firm, corporation or individual, without the written consent of the other party; provided, however, that nothing herein contained shall prevent or limit the right of either company to mortgage any or all of its property, rights, privileges and franchises, or to lease or transfer any of them to another corporation organized for the purpose of conducting a business of the same general character as that of such company, or to enter into any merger or consolidation; and, in case of the foreclosure of such mortgage, or in case of such lease, transfer, merger, or consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging or consolidating company, as the case may be; and provided, further, that subject to all of the terms and conditions of this Agreement, either company may permit any corporation conducting a business of the same general character as that of such company and owned, operated, leased and controlled by it, or associated or affiliated with it in interest, or connected with it, the use of all or any part of the space reserved hereunder on any pole covered by this Agreement, for the attachments used by such company in the conduct of its said business; and for the purpose of this Agreement, all such attachments maintained on any such pole by the permission as aforesaid of either company hereto shall be considered as the attachments of the company granting such permission, and the rights and obligations and liabilities of such company under this Agreement, in respect to such attachments, shall be the same as if it were the actual owner thereof.

Liability  
and  
Damages  
Whether or  
not 3.0.

Article 14: Whenever any liability is incurred by either or both of the parties hereto for damages for injuries to the employees or for injury to the property of either company, or for injuries to other persons or their property, arising out of the joint ownership of poles, anchors or guys, or due to the proximity of the wires and fixtures of the parties hereto attached to the jointly owned poles, anchors, or guys, the liability for such damages, as between the parties hereto, shall be as follows;

(a) Each party shall be liable for all damages for injuries to persons other than its own employees or property other than its own caused solely by its negligence, solely by its failure to comply with at any time with the specifications herein provided for or solely by its failure to perform its obligations hereunder and agrees to indemnify, hold harmless and defend the other party on account thereof.

(b) Each party shall be liable for all damages for injuries to its employees or damage to its property caused solely by its negligence or by its failure to comply with the specifications referred to in Article 5 of this Agreement or by its failure to perform its obligations hereunder or caused by the concurrent negligence or failure of both parties and agrees to indemnify, save harmless and defend the other party on account thereof. When either party hereto, or its insurer, shall make any payments to an employee or to his relatives or representatives on account of an injury caused in a manner described in this Article, in conformity with (1) the provisions of any workmen's compensation act or any act creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of or in the course of the employment whether based on negligence on the part of the employer or not or (2) any plan for employee's disability benefits or death benefits now established or hereafter adopted by the parties hereto or either of them, such payments shall be construed to be damages within the terms of this paragraph.

(c) In the case of damages resulting from injuries to persons other than employees of either party, or from damage to property not belonging to either party that are caused in part by each party, whether through such party's negligence or through its failure to comply with the specifications referred to in Article 5 of this Agreement or by its failure to perform its obligations hereunder or are due to causes which cannot be traced solely to the sole negligence of one party or failure of one party to comply with said specifications or perform its obligations hereunder, each party shall be liable for said damages in proportion to the amount of negligence attributable to it and each party shall indemnify, hold harmless and defend the other party for its proportionate share of said damages.

(d) Where the claimant desires to settle any such claim upon terms acceptable to one of the parties hereto but not to the other, the party to which said terms are acceptable, in addition to paying to the claimant the agreed damages, may, at its election, pay to the other party one-half of the other party's expense, and thereupon said other party

shall be bound to indemnify, save harmless and defend the party making such settlement from all further liability and expense on account of such claim or in any way connected therewith. The term "expense" as used in the preceding sentence shall mean the costs, disbursements, charges and expenditures properly incurred to the date of such settlement, but shall exclude attorney's fees.

Liability and  
Damages Jointly  
Owned but not  
Jointly Used

Article 15: Whenever any liability is incurred by either party or both for damages for injuries to the employees or damage to the property of either party or for injury or damage to other persons or their property arising out of the use of poles, anchors, or guys jointly owned but not jointly used, the liability for such damages, as between the parties hereto, shall be as follows:

The party using the poles, anchors, or guys agrees to indemnify, save harmless and defend the party not using the poles, anchors or guys from any liability in connection therewith, except liability arising out of the negligent erection or maintenance thereof by the party claiming indemnity and liability arising out of the illegal erection or location thereof by the party claiming indemnity.

Contractors  
Engaged By  
Either Party

Article 16: All contractors and their employees engaged by either party to do any work in connection with jointly used poles or attachments thereon shall, as between the parties hereto only and not for the benefit of any third party, be considered the agent of the party employing them.

Default

Article 17: Whenever either party is in default with respect to any work or obligation that is its responsibility under this Agreement and has not cured the default within 60 days after receipt of written notice thereof from the other party, the other party may elect to have such work performed and shall be reimbursed promptly for all its costs by the defaulting party.

Term of  
Agreement

Article 18: This Agreement shall continue in force for two (2) years from the date of execution and thereafter until terminated by either company by not less than one (1) year's notice in writing to the other company, but provisions of this Agreement relating to poles Jointly Owned shall nevertheless continue in full force and effect as to such poles until Joint Ownership thereof is terminated.

Waiver of Portions  
of Agreement

Article 19: The failure of either company to enforce or insist upon compliance with any of the terms or conditions of this Agreement, or its waiver of the same in any instance or instances, shall not be construed to be a general waiver or relinquishment of any of such terms or conditions, but the same shall be and remain at all times in full force and effect.

Ownership of Poles  
and Anchors

Article 20: Title to poles shall be determined as follows, and in each case one-half undivided interest as tenant in common shall pass from the party erecting the pole to the other party:

(a) With respect to any existing pole that the parties have installed prior to the effective date hereof and determined is to be jointly owned, but for which the addendum has not been completely processed, title shall pass, or be considered to have passed, upon payment of the bill relating to the pole.

(h) With respect to poles that are installed after the effective date of this Agreement and that the parties shall have determined are to be jointly owned, title shall pass upon the completion of the work of setting the pole in place.

(c) With respect to solely-owned poles that are now in existence or that are installed in the future and are subsequently determined should be jointly owned, title shall pass upon payment of the bill.

(d) With respect to poles that were previously jointly owned by one of the parties hereto and a third party whose interest has been acquired by the other party hereto, and that are not covered by an addendum between the parties hereto, it is hereby agreed that each party has held and now holds a one-half undivided interest therein as tenant in common.

(e) With respect to jointly owned poles which one party hereto desires to abandon through relinquishment of interest in said poles title thereto shall pass to the other party as of the date of payment of the bill for said poles.

(f) With respect to jointly owned poles which both parties hereto at the same time desire to abandon, the party having custody is hereby authorized and directed by the other party hereto to sell or dispose of the same and in pursuance thereof to pass the title of both parties hereto to any purchaser or otherwise.

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

Cancellation of  
Existing Agreement

Article 21: All existing Agreements including Supplements and Amendments thereto, listed in Schedule A attached hereto, relating to jointly owned poles, guys, and anchors heretofore entered into between the parties to this Agreement within the territory covered by this Agreement is hereby terminated as of the effective date of this Agreement except as to liabilities already accrued and all of the poles covered under that agreement are hereby brought under this Agreement and hereafter shall be subject to the terms and conditions hereof.

Sole  
Agreements

Article 22: This document and the Intercompany Operating Procedures constitute the entire Agreement between the parties respecting Joint Ownership of poles, guys, and anchors.

Notices :  
Designated  
Representatives

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

MASSACHUSETTS ELECTRIC COMPANY  
20 Turnpike Road  
Westborough, Massachusetts 01581

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY  
101 Huntington Avenue, (Suite 1910)  
Boston, Massachusetts 02199

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

Division Staff Manager - Outside Plant  
New England Telephone and Telegraph Company

Manager T&D Control Systems  
Massachusetts Electric Company

IN WITNESS WHEREOF each company has caused this Agreement to be executed in its name and its corporate seal to be affixed thereto by its officers thereunto duly authorized the day and year first above written.

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

MASSACHUSETTS ELECTRIC COMPANY

By

General Manager-Outside Plant

By

President

TO LEGAL COUNSEL

SCHEDULE A

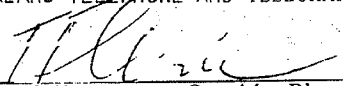
The below listed Agreements are mutually terminated and cancelled as of the effective date of the Agreement to which this Schedule A is attached.

The following named Electric Companies, predecessors of the Massachusetts Electric Company and the New England Telephone and Telegraph Company, on the following dates, entered into Joint Ownership Agreements covering the joint ownership of poles:

<u>ELECTRIC COMPANY</u>	<u>DATE</u>
Salem Electric Lighting Company	2/23/39
Haverhill Electric Company	2/23/32,
Lawrence Gas and Electric Company	8/11/33
Lowell Electric Light Corporation	5/16/33
Malden Electric Company	12/22/38
Lynn Gas & Electric Company	10/23/11
South County Public Service Corporation	5/3/33
Attleboro Steam & Electric Company	7/11/34
Gardner Electric Light Company	8/4/33
Central Massachusetts Electric Company	3/20/34
Wachusett Electric Company	3/7/34
Worcester County Electric Company	1/1/38
Worcester County Electric Company	9/19/38
Weymouth Light & Power Company	9/3/36
Northampton Electric Lighting Company	3/1/34
Northern Berkshire Electric Company	7/25/33
Southern Berkshire Power & Electric Company	4/7/33

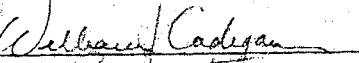
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

BY

  
General Manager - Outside Plant

MASSACHUSETTS ELECTRIC COMPANY

BY

  
President

APPENDIX A

1-1-80

NEW ENGLAND ELECTRIC SYSTEM  
AND  
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

INTERCOMPANY OPERATING PROCEDURES

<u>I.O.P.</u>	<u>SUBJECT</u>
A	ALLOCATION OF SPACE
B	ACQUIRING JOINT OWNERSHIP IN EXISTING POLES
C	ACQUIRING JOINT OWNERSHIP OF NEW POLES
D	GUYS AND ANCHORS
E	RIGHTS OF WAY
F	CUSTODY AND MAINTENANCE
G	JOINT TREE TRIMMING AGREEMENT
H	DIVISION OF COSTS
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NEW ENGLAND ELECTRIC  
IOP CHANGES

<u>IOP</u>	<u>TITLE</u>	<u>MAJOR CHANGES</u>
A	JOINT POLES	PARA 1 & 2
B	REMOVAL OF JOINTLY OWNED POLES	PARA 1
C	CUSTODY AND MAINTENANCE	PARA 1 & 6
D	POLE RELOCATIONS	PARA 1, 2 & 6
E	POLE ACCIDENT & THIRD PARTY BILLING	PARA 2, 3 & 4
F	PRIVATE PROPERTY POLES	PARA 4
G	POLE INSPECTION, TREATMENT, AND REINFORCEMENT	PARA 2 & 3
H	GUYING AND ANCHORS	PARA 3 & 4
J	TREE TRIMMING & CLEARING	PARA 6
K	BONDING & GROUNDING	NEW
L	FLAT RATE BILLING	PARA 1-7
M	PREPARATION OF FORMS 1045	REVISED FORM
P	PREPARATION OF JOINT OWNERSHIP (EXCHANGE OF NOTICE)	NEW FORM

RICH

EFFECTIVE AUG. 1, 1993

INTERCOMPANY OPERATING PROCEDURES

IOP A

A. JOINT POLES

1. POLE HEIGHT

- a. A standard pole height of forty (40) feet will be used on joint main lines. Main lines are those that support three phase electric construction or exchange/toll telephone construction. The standard pole height of forty (40) feet will also be used on joint lines, including residential areas, where main lines are expected in the foreseeable future.
- b. A pole height of thirty five (35) feet or less may be accommodated on other than main lines such as private property poles, subscriber poles, stub poles, service poles or residential areas where only single phase construction is required,
- c. Additional height may be purchased for the sole use by either utility, based on the Flat Rate Reciprocal Billing Agreement (as specified in IOP L 4). Additional height purchased by a utility shall be noted in both company's pole records,
- d. (Re)placement of poles greater than 40 feet in length will require that utilities jointly review current space and height requirements. Billing will be based upon these requirements.

2. JOINT SPACE ALLOCATION

- a. Joint pole space allocation will be as described in Table IOP A 1.
- b. Municipal space and/or space for other authorized licensees shall be made available through equal contribution by each owner.

3. POLE REPLACEMENT

The necessity of replacing jointly owned poles shall be mutually agreed upon by the Companies, in writing, in each specific case. Neither Company shall at any time change the location of or remove any pole jointly owned without the written consent of the other,

4. TERMINATION OF THE JOINT OWNERSHIP OF A POLE

If either Company desires, at any time, to abandon a jointly owned pole through relinquishment of its interest, it shall give the other Company notice in writing to that effect, at least sixty (60) days prior to the date on which it intends to abandon the use and ownership of the pole. The other Company, before the expiration of the sixty (60) days, shall respond in writing, signifying its intention to either continue its use of the pole or remove its attachments.

a. Abandonment BY One Company

If the other Company desires to continue its use and ownership of such pole, it shall upon the removal of all the attachments of the Company abandoning the pole, assume sole ownership of the pole, and shall thereafter save harmless the company abandoning the pole from all obligation, liability, damages, costs, expenses or charges incurred thereafter, because of or arising out of the presence or condition of such pole or of any attachments thereon.

b. Abandonment By Both Companies

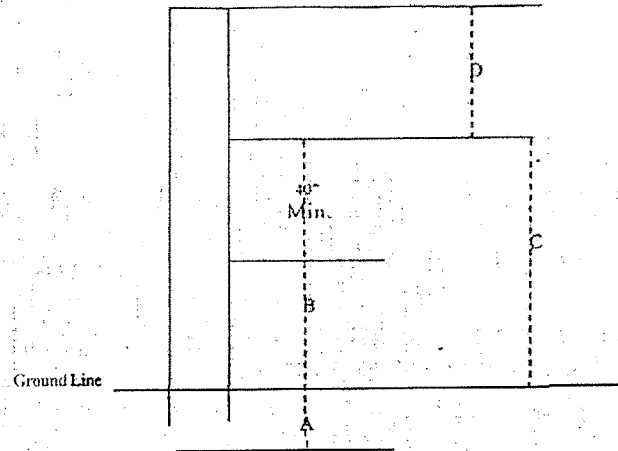
If both Companies, at the same time, abandon any jointly owned pole, each company shall, at its own expense, remove its attachments. The maintaining company shall then be responsible for removal of the pole.

Bruce W. Spencer  
New England Telephone Company

Alfred R. Reed  
New England Electric System

## INTERCOMPANY OPERATING PROCEDURES

**TABLE IOP A1**  
**JOINT POLE SPACE ALLOCATION**



Pole Length	Pole Ownership Elec/Comm. Note 2	A Normal Setting Depths Note 3	B Communication Max/Height Note 4	C Electric Minimum Height Note 4	D Electric Maximum Space Note 4
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"

INTERCOMPANY OPERATING PROCEDURES

NOTES:

1. Joint pole space allocation on poles greater than 50 ft. will be based on space and height clearance requirements.
2. 45/40 indicates a 45' pole where the Telephone Company pays for and occupies the space as if it were a 40' joint pole. 40/45 indicates a 45' pole where the Electric Company pays for and occupies space as if it were a 40' joint pole.
3. Minimum pole setting depth is as defined in the ANSI.
4. Dimensions B, C, or D may be adjusted by mutual agreement between the joint owners to avoid a pole changeout if field and code conditions permit.
5. Maximum number of overhead to underground risers shall be mutually agreed upon by both parties. Normally, these shall not exceed two-Telco, two-Electric, one-municipal, or other third party.

INTERCOMPANY OPERATING PROCEDURES

IOP B

B. REMOVAL OF JOINTLY OWNED POLES

1. It is mutually agreed that whenever possible, poles are to be replaced using the "cut & kick" method (same hole or close enough to lash) the butt will be removed by the maintaining company and the pole top will be removed by the last party to transfer attachments. After one Company has transferred its facilities, all responsibility for the pole top removal will be that of the other Company. Notification will be accomplished via the appropriate form. Advance notice may be via telephone with forms to follow.
2. When pole replacement using the cut and kick method is not used, removal of jointly owned poles will be by the maintaining Company.
3. The maintaining Company is responsible to notify the co-owner and all authorized licensees, within 5 working days, when a pole is set. It will be the responsibility of the last co-owner transferring to expedite the transferring of any attachments such as fire alarm, police signal, TV cables, etc.
4. It is understood that New England Telephone Company cannot normally remove a jointly owned pole that extends into the power company's primary wires where it may come in contact with power conductors or where minimum approach cannot be maintained unless the pole has been topped by the power company or protected with a B cover(s).
5. If the jointly owned/solely owned pole is to be salvaged, the method by which this is to be accomplished shall be agreed to during the joint field survey. This method shall be specified on the Exchange of Notice.
6. It shall be understood that all other jointly owned/solely owned poles which are not to be salvaged may be topped regardless of the ownership of said poles.

Bruce W. Spring  
England Telephone Company

Alan J. Reed  
New England Electric System

INTERCOMPANY OPERATING PROCEDURES

IOP C

C. CUSTODY AND MAINTENANCE

1. Custodianship of jointly owned poles and anchors shall be as indicated in the attached list of municipalities showing the maintenance areas assigned to each party.
2. The custodian shall maintain jointly owned poles in its custody in safe and serviceable condition in accordance with appropriate codes, and shall replace, reinforce or repair these poles as become defective or are of insufficient size or strength for proposed immediate additional attachments. Upon written notice, it shall be the duty of the custodian to promptly replace any pole considered to be unsafe by the other party.
3. Each party shall maintain all of its attachments on jointly owned poles in accordance with the appropriate codes and shall keep such attachments in safe condition and in thorough repair.
4. All work done by either party on any jointly owned pole or by either party on its attachments thereon shall be performed in a manner which will not interfere with the service, wires, fixtures, and appurtenances of the other party.
5. The custodian is responsible for obtaining property damage case information required by both Companies and forwarding this information to the non-custodian Company.
6. When replacing a jointly owned pole carrying underground risers, the new pole shall be set in the same hole which the replaced pole occupied. When replacing a jointly owned pole carrying pole mounted equipment, the new pole shall be set in the same hole the replaced pole occupied or set along side close enough to lash to the replaced pole and not interfere thereby with the pole mounted equipment. Either case will apply unless mutually agreed that special conditions make it necessary to set it in a different location. If a pole is set improperly making transfers for the co-owner a construction hardship then the maintaining party may be required to reset the pole in an acceptable manner.

*James W. Kruman*  
New England Telephone Company

*Alvin J. Reed*  
New England Electric System

**AMENDMENT TO INTERCOMPANY OPERATING PROCEDURES**

THIS AMENDMENT made this 25 day of September, 2001, by and between Granite State Electric Company, Massachusetts Electric Company, Nantucket Electric Company and Narragansett Electric Company and Verizon New England Inc.

**WITNESSETH**

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

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

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

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

WHEREAS, National Grid USA has acquired Eastern Utility Associates, the parent company of Blackstone Valley Electric Company, Eastern Edison Company and Newport Electric Corporation; and

WHEREAS, On May 1, 2000, Blackstone Valley Electric Company and Newport Electric Corporation were merged into Narragansett Electric Company and Eastern Edison Company was merged into Massachusetts Electric Company; and

WHEREAS, the name of New England Telephone and Telegraph Company has been changed to Verizon New England Inc.; and

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

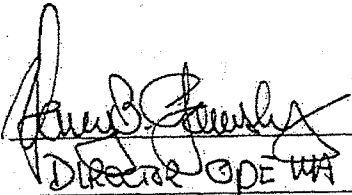
1. The words "New England Electric" shall be replaced with "Granite State Electric Company, Massachusetts Electric Company, Nantucket Electric Company and Narragansett Electric Company" at each place they appear in the IOPs.
2. The words "New England Telephone" shall be replaced with "Verizon New England Inc." at each place they appear in the IOPs.
3. The municipalities formerly served by Blackstone Valley Electric Company, Eastern Edison Company and Newport Electric Company shall be incorporated into the IOPs by amending IOP C,

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

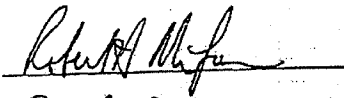
4. In all other respects, the IOPs shall continued unaltered.

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

VERIZON NEW ENGLAND INC.

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

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

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

**Massachusetts Electric Company / Verizon New England Inc.**

**Joint Pole Custody**

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

**Massachusetts Electric Company / Verizon New England Inc.**

**Joint Pole Custody**

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

**Massachusetts Electric Company / Verizon New England Inc.**

**Joint Pole Custody**

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

**Massachusetts Electric Company / Verizon New England Inc.**

**Joint Pole Custody**

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

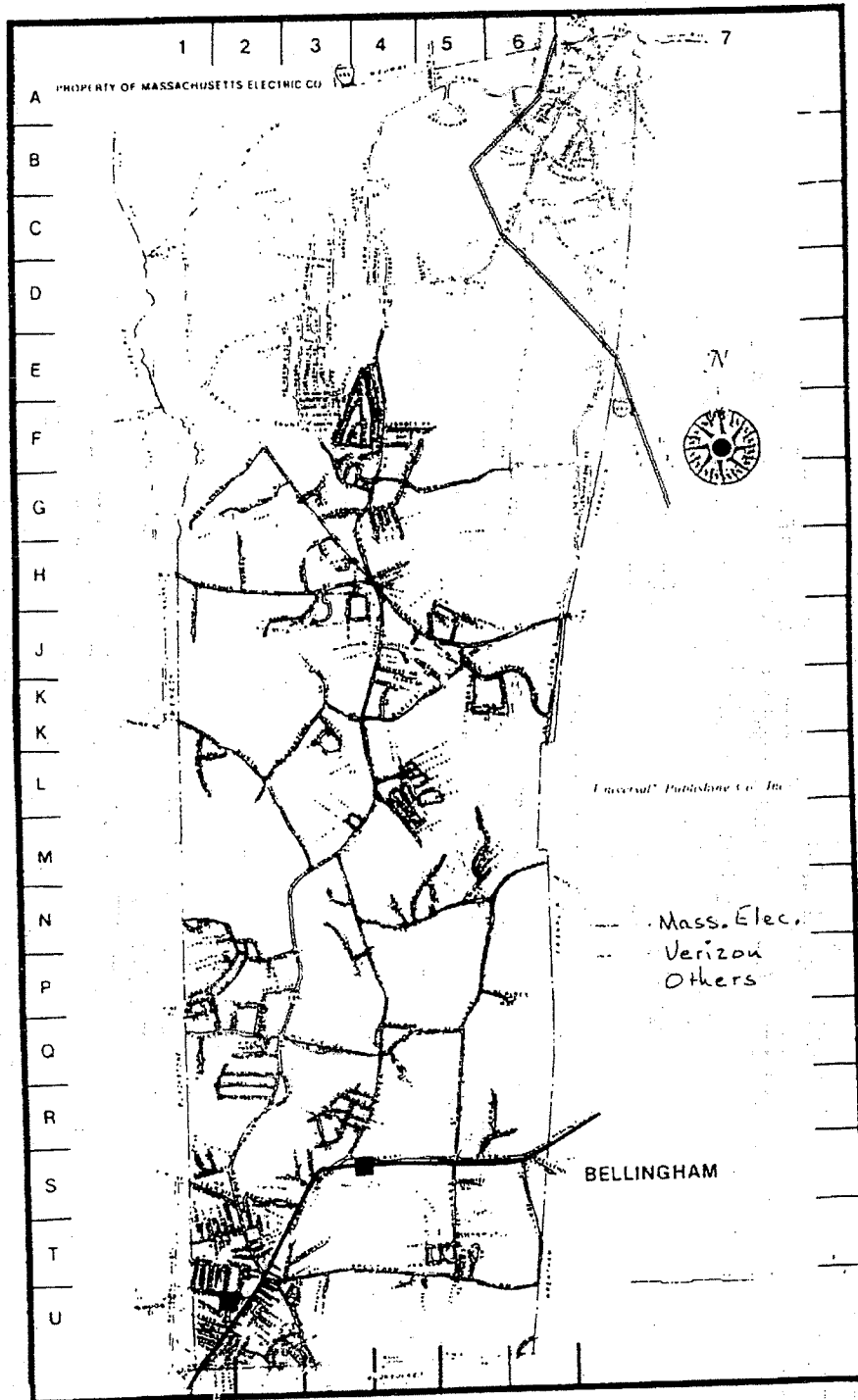
**Massachusetts Electric Company / Verizon New England Inc.**

**Joint Pole Custody**

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

**Massachusetts Electric Company / Verizon New England Inc.**

**Joint Pole Custody**



**Narragansett Electric Company / Verizon New England Inc.**

**Joint Pole Custady**

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

**Narragansett Electric Company / Verizon New England Inc.**

**Joint Pole Custody**

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

**Granite State Electric Company / Verizon New England Inc.**

**Joint Pole Custody**

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

**Nantucket Electric Company / Verizon New England Inc.**

**Joint Pole Custody**

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

INTERCOMPANY OPERATING PROCEDURES

IOP D

D. POLE RELOCATIONS

1. POLE RELOCATIONS REQUESTED BY DEVELOPERS

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

2. POLE RELOCATIONS REQUESTED BY PROPERTY OWNERS

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

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

3. POLE RELOCATIONS REQUESTED BY JOINT OWNERS

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

4. MINOR POLE RELOCATIONS

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

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

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

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

Bruce W. Spivey  
New England Telephone Company

Robert H. Reed  
New England Electric System

INTERCOMPANY OPERATING PROCEDURES

IOP E

E. POLE ACCIDENT AND OTHER THIRD PARTY BILLING

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

2. POLE ACCIDENTS

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

3. REIMBURSABLE STATE HIGHWAY OR OTHER FORCED ACCOUNT PROJECTS

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

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

Bruce W. Sperry  
New England Telephone Company

Wm. H. Reed  
New England Electric System

INTERCOMPANY OPERATING PROCEDURES

IOP F

F. PRIVATE PROPERTY POLES

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

Bruce W. Sperry  
New England Telephone Company

D. J. H. R. 20.6  
New England Electric System

INTERCOMPANY OPERATING PROCEDURES

IOP G

G. POLE INSPECTION, TREATMENT, AND REINFORCEMENT

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

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

Bruce W. Sperry  
New England Telephone Company

Alan J. Rodz  
New England Electric System

INTERCOMPANY OPERATING PROCEDURES  
H. GUYING AND ANCHORS

IOP H

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

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

8. STEEL POLES

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

Bruce W. Linnery  
New England Telephone Company

Alvin H. Reed  
New England Electric System

INTERCOMPANY OPERATING PROCEDURES

IOP I

I. RIGHT OF WAY

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

Bruce W. Lawrence  
New England Telephone Company

Blair H. Reed  
New England Electric System

INTERCOMPANY OPERATING PROCEDURES

IOP J

J. TREE TRIMMING AND CLEARING

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

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

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

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

2. Trimming for line extension along existing roads shall be surveyed in the field and a determination made whether both parties have a need. The division of cost shall be 60% Electric Company and 40% Telephone Company.
3. Trimming for line extensions for off road/right-of-way shall be surveyed in the field and where both parties have a need, division of cost will be 50% Telephone Company and 50% Electric Company.
4. Topping of trees, if they present a hazard to both parties, shall be done jointly at a 50/50 division of cost. Whole trees to be removed with municipalities or private owners at 33 1/3% division of cost for each party or on a fair share basis when more than three parties are involved.
5. Heavy storm work such as hurricanes, wet snow, tornadoes, and ice storms will be handled immediately without prior review. Agreement should be reached by field representatives of the two companies as soon as practicable, after each major storm, to determine which lines and to what extent each party will participate, not withstanding any participation by another party. The parties agree to 50/50 basis for heavy storm work. The parties agree to reciprocal acceptance to each other's tree contractors for heavy storms. Trimming resulting from routine individual storms should be performed jointly at the same division of costs as maintenance trimming. Removal of weakened or topped trees and large limbs which threaten both parties plant should be removed on a 50/50 basis, subject to field review wherever possible.

6. Administration

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

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

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

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

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

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

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

Bruce W. Lunn  
New England Telephone Company

William H. Beck  
New England Electric System

INTERCOMPANY OPERATING PROCEDURES

IOP K

K. BONDING AND GROUNDING

1. General

A. Purpose

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

B. Method of Bonding - Multi Grounded Neutral

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

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

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

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

2. Procedures

A. Bonding Requests

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

B. Billing

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

Bruce Service  
New England Telephone Company

Wm. H. Reed  
New England Electric System

INTERCOMPANY OPERATING PROCEDURES

IOP L

L. FLAT RATE BILLING

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

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

Bruce W. Sperry  
New England Telephone Company

Wm. H. Reed  
New England Electric System

INTERCOMPANY OPERATING PROCEDURES

IOP M

M. PREPARATION OF FORMS 1045

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

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

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

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

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

Code A = Install Mutual Height

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

Code B = Install Excess Height

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

Code C = Initial Interest

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

Code D = Remaining Interest

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

- M1 -

Code E = Remove

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

Code F = Damaged Pole

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

Code G = Install Anchor

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

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

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

COLUMN ITEMS

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

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

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

Bruce W. Sperry  
New England Telephone Company

Walter H. Reed  
New England Electric System

1043

MONTHLY SUMMARY OF INTER-COMPANY BILLING AND MEMORANDUM

NATURE OF WORK CODE

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

10

**COMPANY**

**FROM**

**COMPANY**

MONTH \_\_\_\_\_ YEAR \_\_\_\_\_  
SHEET \_\_\_\_\_ OF \_\_\_\_\_  
BILL NO \_\_\_\_\_  
DISTRICT \_\_\_\_\_

PRIVATE PROPERTY: . AI  
PARTIAL  
NONE

[illegible]

APPROVED FOR POWER COMPANY

APPROVED FOR TELEPHONE COMPANY

TOTAL THIS SHEET

DATE \_\_\_\_\_

INTERCOMPANY OPERATING PROCEDURE

IOP N

N. MONTHLY BILLING PROCEDURE

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

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

Bruce W. Dennis  
New England Telephone Company

Alfred H. Rods  
New England Electric System

INTERCOMPANY OPERATING PROCEDURE

IOP 0

O. JOINT CONSTRUCTION NOTICE

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

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

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

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

Bruce W. Dennis  
New England Telephone Company

Alvan J. Reed  
New England Electric System

DATE \_\_\_\_\_

MEMO \_\_\_\_\_

TEL. CO. ORDER

(MUNICIPALITY)

**A R PARTY TO TRANSFER WILL REMOVE OLD POLE**

REMARKS: \_\_\_\_\_

**RE SIDEWALK REPAIRS COMPLETED**

WE OF SIDEWALKS

DATE BY \_\_\_\_\_ FOR \_\_\_\_\_

COMPLETED BY \_\_\_\_\_ FOR \_\_\_\_\_

- 03 -

INTERCOMPANY OPERATING PROCEDURE

IOP P

P. PREPARATION OF JOINT OWNERSHIP -- EX -- GE OF NOTICE

1. DEFINITION

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

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

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

2. EXCHANGE OF NOTICE (FORM 605)

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

- P1 -

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

3. PREPARATION OF EXCHANGE OF NOTICE

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

a. FRONT SIDE OF FORM (See exhibit a)

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

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

Indicated in the block is the:

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

b. REVERSE SIDE OF FORM.     (Exhibit b)

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

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

CODE A -- INSTALL MUTUAL HEIGHT

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

CODE B -- INSTALL EXCESS HEIGHT

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

CODE C -- INTTIAL INTEREST

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

CODE D -- REMAINING INTEREST

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

CODE E -- REMOVE

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

CODE F -- DAMAGED POLE

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

CODE G -- INSTALL ANCHOR

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

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

COLUMN ITEMS

POLE NUMBER

COLUMN 1 --

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

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

EXISTING PLANT

COLUMN 3 -- Enter appropriate work code.

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

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

COLUMN 8 -- Enter the anchor size.

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

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

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

PRIVATE PROPERTY

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

PROPOSED PLANT

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

  
New England Telephone Company

  
New England Electric System

Form 805A  
(1-83)

NEW ENGLAND TELEPHONE & TELEGRAPH COMPANY

## JOINT OWNERSHIP - EXCHANGE OF NOTICE

(RETURN WITHIN 14 DAYS FOR ITEMS 1 TO 7 & 12)

(RETURN UPON COMPLETION OF WORK FOR ITEMS 8 TO 11 INC)

TO \_\_\_\_\_ LOCATION \_\_\_\_\_ NOTICE # \_\_\_\_\_  
FOR CO. REP. \_\_\_\_\_ COMPANY \_\_\_\_\_ ORDER # \_\_\_\_\_ SEQUENCE # \_\_\_\_\_  
FROM \_\_\_\_\_ LOCATION \_\_\_\_\_ TELEPHONE \_\_\_\_\_ DATE \_\_\_\_\_ ELECT. \_\_\_\_\_  
BY CO. REP. \_\_\_\_\_ COMPANY \_\_\_\_\_ MUNICIPALITY \_\_\_\_\_ TOWN CODE

### SCHEDULE

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

GIVE LOCATION AND DESCRIPTION OF ITEM(S) CHECKED

EXCHANGE \_\_\_\_\_ STREET \_\_\_\_\_ ROUTE #

### SKETCH

VOLTAGE \_\_\_\_\_

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

RECEIVED BY \_\_\_\_\_ DATE \_\_\_\_\_

AGREED TO BY \_\_\_\_\_ DATE \_\_\_\_\_  
REFUSED BY \_\_\_\_\_ COMPANY \_\_\_\_\_

DATE RETURNED \_\_\_\_\_ DATE RECEIVED \_\_\_\_\_

[illegible]

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**D.T.C. Docket No. 07-5**

**Respondent:** John Conroy  
**Title:** Vice President Regulatory

**REQUEST:** Department of Telecommunications and Cable, Set #1

**DATED:** October 5, 2007

**ITEM:** DTC 1-13 Refer to Verizon's responses to DTC-VZ 1-11 and 1-12. If Verizon is not the primary pole owner, does Verizon attribute the cause of any of the service quality issues raised in the Town of Rowe's Petition to the responsibility of the primary pole owner? If so, what actions, if any, has Verizon taken to inform the primary pole owner of the service quality issues raised by the Petition and/or to resolve the service quality issues?

**REPLY:** Verizon's service quality in the Town of Rowe is not impacted by pole ownership.

VZ #13

**Verizon New England Inc.  
d/b/a Verizon Massachusetts**

**Commonwealth of Massachusetts**

**D.T.C. Docket No. 07-5**

**Respondent:** John Conroy  
**Title:** Vice President Regulatory

**REQUEST:** Department of Telecommunications and Cable, Set #1

**DATED:** October 5, 2007

**ITEM:** DTC 1-14 Refer to Verizon's responses to DTC-VZ 1-11, 1-12 and 1-13. If Verizon is not the primary pole owner but has an agreement with the primary pole owner, what rights, duties and responsibilities does Verizon have under the agreement regarding ensuring a reasonable level of service quality to Verizon's customers? What rights, duties and responsibilities does the primary pole owner have to Verizon with regard to ensuring a reasonable level of service quality to Verizon's customers?

**REPLY:** See responses to Information Request DTC-VZ 1-12 and Information Request DTC-VZ 1-13. The obligations of the pole owners are set forth in Attachment DTE-VZ 1-12.

VZ #14