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SBW-4

EXECUTION VERSION

AGREEMENT FOR THE JOINT USE OF POLE STRUCTURES

Between

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE
and
NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC.

Dated January ,2008

AGREEMENT FOR THE JOINT USE OF POLE STRUCTURES (this "Agreement") between **Public Service Company of New Hampshire** ("PSNH"), of Energy Park, 780 North Commercial Street, Manchester, New Hampshire 03101, and **New Hampshire Electric Cooperative, Inc.** ("NHEC"), of 579 Tenney Mountain Highway, Plymouth, New Hampshire 03264.

WHEREAS, PSNH and the NHEC are jointly cooperating in the development of the electrical interconnection for a new wind farm power generator project known as the Lempster Mountain Wind Power Project (the "Lempster Project"), to be sited in the Town of Lempster, New Hampshire ("Lempster"), the operation of which will jointly benefit PSNH and the NHEC;

WHEREAS, PSNH and NHEC have agreed that PSNH shall sell to NHEC a 10% portion of the output and Renewable Energy Certificates it will purchase from the Lempster Project upon the same terms, conditions and rates as PSNH has agreed to with the Lempster Project;

WHEREAS, the interconnection of the Lempster Project to the PSNH electrical system requires the construction, operation and maintenance of a new PSNH 34.5 kV line to interconnect and transmit the electrical power produced by the Lempster Project;

WHEREAS, PSNH desires to use or replace and use certain pole structures currently owned, operated and maintained by the NHEC along School Road and New Hampshire Route 10 in Lempster, for the purpose of the construction of a portion of the new PSNH line interconnecting the Lempster Project to PSNH's electrical system; and,

WHEREAS, the NHEC is willing to allow the use of its pole structures for such purpose by PSNH and to consent to the joint use thereof by the parties, subject to and on the terms and conditions herein set forth.

NOW, THEREFORE, it is mutually agreed by PSNH and the NHEC as follows:

1. Joint Use.

(a) The electrical interconnection to the PSNH system of the Lempster Project, which is located within the service territory of the NHEC, requires PSNH's construction of a new 34.5 kV line, for a distance of approximately 10 miles, from the metering and delivery point of the

Lempster Project at Bean Mountain Road in Lempster, and running in part along School Road and New Hampshire Route 10, to PSNH's Newport Substation in the Town of Newport, New Hampshire (the "Project Interconnection Line"). The NHEC has constructed, and currently operates and maintains one or more overhead distribution circuits, with associated poles, grounds, guys and anchors, along School Road and New Hampshire Route 10 in Lempster. Subject to and in accordance with all of the terms, conditions and provisions of this Agreement, PSNH and the NHEC hereby agree to jointly share, occupy and use certain of the utility poles, grounds, guys and anchors of the NHEC along School Road and Route 10, extending a distance of approximately 2.9 miles from at or about the metering and delivery point of the Lempster Project at Bean Mt. Road to at or about the Lempster Town Line on Route 10, as the same are rebuilt and reconstructed by PSNH as provided herein (collectively the "Joint Use Facilities", referred to hereinafter as the "JUF"), for the common support, operation and maintenance of (1) the NHEC's existing distribution circuits, presently consisting in part of a single phase 7.2 kV line, and in part a three phase 12.47 kV line, with associated wires, equipment and appurtenances (the "NHEC Circuits"), and (2) a portion of PSNH's new, three phase 34.5 kV line interconnection to the Lempster Project, to consist of the associated wires (bundled spacer cable), dedicated crossarms, insulators, spacers, brackets, grounds, switches and other appurtenant equipment (the "PSNH Dedicated Line").

(b) In addition, PSNH has constructed, and currently operates and maintains an overhead distribution circuit, consisting of a single phase 7.2 kV line, with associated poles, grounds, guys and anchors, extending from the Lempster Town Line southerly along Route 10 in Lempster a distance of approximately 1/2 mile, serving approximately 20 PSNH delivery service customers in Lempster. The PSNH line exists along Route 10 in Lempster on the opposite side of the highway from the NHEC's existing three phase 12.47 kV line constructed along Route 10 and constituting a portion of the NHEC Circuits as defined above. In order to eliminate the existence of such dual overhead electric lines along Route 10, PSNH and the NHEC hereby also agree to jointly share, occupy and use the JUF for the common support, operation and maintenance of PSNH's single phase 7.2 kV distribution line circuit, with associated wires, transformers and other equipment and appurtenances, along Route 10 in Lempster (the "PSNH Circuit").

(c) For purposes of this Agreement, it is understood and agreed that the JUF, as rebuilt and reconstructed by PSNH, shall be owned 100% by the NHEC, and PSNH shall be a joint user thereof only, and no use thereof by PSNH under this Agreement shall create or vest in PSNH any property rights or ownership interests in the JUF. The NHEC and PSNH shall each solely own their respective wires and other attachments to the JUF, consisting of the NHEC Circuits, and the PSNH Dedicated Line and PSNH Circuit, respectively.

(d) The NHEC has represented to PSNH that it owns or possesses certain of the necessary permits, license rights and/or easements for the rights NHEC deems necessary to have and maintain the JUF and the respective wires and other attachments of the parties along or adjacent to School Road and Route 10, as contemplated by this Agreement. For the purpose of authorizing the joint use of the JUF under this Agreement, the NHEC does hereby license, transfer, assign and apportion to PSNH, its successors and assigns, to the extent it may lawfully do so and for the term of this Agreement, such part or portion of the NHEC's rights, interests and privileges under such permits, license and easements as shall be necessary or required for PSNH's use and enjoyment of

its joint rights and interests hereunder, including the construction, operation and maintenance of the PSNH Dedicated Line and the PSNH Circuit on the JUF. To the extent at any time during the term of this Agreement it is claimed or determined that any new or additional permits, license rights or easements are necessary or required from any municipality or other third party to allow or to continue to allow PSNH's joint use of the JUF, then the NHEC and PSNH shall jointly work to promptly secure same and share equally in the costs, and upon the acquisition thereof such new or additional permit, license or easement shall be automatically deemed included in the NHEC's assignment and apportionment stated above. In the event that PSNH and NHEC do not obtain the necessary license rights, permits or easements, PSNH and NHEC shall jointly modify the design, routing and/or construction as may be required, or jointly exercise any other available remedies to obtain such rights.

2. Terms and Conditions of Joint Use.

(a) PSNH agrees to build or rebuild, and to perform all trimming, for (1) the relocation and reconstruction of the JUF and the NHEC Circuits, (2) the overbuild of the NHEC Circuits on the JUF with the PSNH Dedicated Line, and (3) the relocation and reconstruction of the PSNH Circuit on the JUF.

(b) PSNH agrees to work jointly with the NHEC and to secure approval from the NHEC on the design and proposed construction to current NHEC standards of the JUF, the NHEC Circuits, the PSNH Dedicated Line and the PSNH Circuit, which approval the NHEC agrees not to unreasonably withhold or delay.

(c) The JUF and all the respective wires and other attachments shall be constructed, placed and maintained in accordance with good utility practice and shall meet the requirements and specifications of the National Electrical Safety Code published by The Institute of Electrical and Electronics Engineers, Inc. (NESC).

(d) Unless expressly stated otherwise in this Agreement, PSNH agrees to pay for all the costs associated with the design, rebuild and reconstruction of the JUF, the NHEC Circuits, the PSNH Dedicated Line and the PSNH Circuit, including the costs of removal of the existing circuits and facilities of the NHEC. The costs of any upgrades to the JUF or the NHEC Circuits desired by the NHEC at the time of the rebuild, and which are not needed to either rebuild the NHEC Circuits as existing prior to the rebuild or to accommodate the new PSNH Dedicated Line and new PSNH Circuit on the JUF, shall be paid for by the NHEC.

(e) PSNH shall pay the NHEC for any poles, insulators, and other materials that the NHEC supplies for the construction of the JUF or the NHEC Circuits, at NHEC's cost including normal overheads. Any supplied materials shall remain the property of the NHEC. PSNH shall deliver to NHEC, at NHEC's Sunapee District Offices, all existing equipment, supplies, poles, or other materials belonging to NHEC not used for construction of the JUF or the NHEC Circuits.

(f) To the extent, if any, that any new poles, grounds, guys, anchors, wires and related equipment or materials are supplied by PSNH, then PSNH agrees to transfer to the NHEC ownership of any such new poles, grounds, guys, anchors, wires and related equipment and other

materials (excepting those materials supplied by and as to which ownership is retained by the NHEC under (e) above) used to rebuild and replace the JUF and the NHEC Circuits, upon completion of the rebuild, such ownership transfer to be accomplished by PSNH's execution and delivery to the NHEC of a simple bill of sale listing the materials transferred for the nominal consideration of $1.00. PSNH shall retain ownership of the PSNH Dedicated Line and PSNH Circuit.

(g) After the rebuild, the costs of and responsibility for the operation, maintenance, repair and replacement of the JUF and the NHEC Circuits, and for all utility property tax, real estate tax and all other taxes, charges and assessments thereon, shall be the responsibility of the NHEC, and the costs of and responsibility for the operation, maintenance, repair and replacement of the PSNH Dedicated Line and PSNH Circuit, and for all utility property tax, real estate tax and all other taxes, charges and assessments thereon, shall be the responsibility of PSNH.

(h) At the time of the rebuild, PSNH will coordinate with Verizon New England in all aspects related to relocating any existing Verizon telephone lines, cable or wires on the JUF (and any other licensed attachments to the existing poles, including, but not limited, to cable television equipment) at no cost to the NHEC.

(i) The NHEC shall be responsible for any future modifications to the JUF necessitated or caused by system modifications or upgrades of the NHEC Circuits or NHEC's other facilities.

(j) PSNH shall be responsible for any future modifications to the JUF necessitated or caused by modifications or upgrades to PSNH's Dedicated Line or the PSNH Circuit.

(k) The NHEC shall be responsible for any required or requested relocation of any pole or other component of the JUF after the rebuild, except when required or requested by PSNH for the Lempster Project or for the service of any of the PSNH customers served by the PSNH Circuit. Provided, however, that any future modifications to the JUF necessitated by regulatory requirements, including highway relocations and other highway authority requirements, or the accommodation on the JUF of attachments of any third parties or other joint users, NHEC shall be responsible for costs relating to the NHEC Circuit, PSNH shall be responsible for costs related to the PSNH Dedicated Line and PSNH Circuit, and NHEC and PSNH shall jointly share costs related to the JUF, to the extent such costs are not the responsibility of the third parties or other joint users.

(l) The NHEC agrees to allow PSNH to interconnect and wheel the output from the Lempster Project over the PSNH Dedicated Line to PSNH's electric system, to serve PSNH's delivery service customers from the PSNH Circuit, and to use and occupy the JUF for such purposes, all at no cost, charge, fee or expense, over the entire term of this Agreement.

(m) PSNH agrees to coordinate with the NHEC on any maintenance related to the PSNH Dedicated Line or the PSNH Circuit. The costs of any tree trimming needed for the maintenance of the safety or reliability of the PSNH Dedicated Line or the PSNH Circuit shall be the responsibility of PSNH, and the costs of any tree trimming needed for the maintenance of the safety or reliability of the JUF or the NHEC Circuits shall be the responsibility of the NHEC, but

nothing herein shall prevent the parties from mutually identifying joint trimming needs and sharing the costs thereof as may be mutually agreed between them.

(n) PSNH and the NHEC agree to abide by the Special Operating Procedures for the Joint Use Facilities – Lempster Project, which is Attachment A of this Agreement.

(o) Each of the poles, with their associated grounds, guys and anchors, to be covered by this Agreement and included in the JUF are listed in Attachment B of this Agreement. Attachment B of this Agreement may be amended from time to time, to include any modifications to the pole plant comprising the JUF that would affect the PSNH Dedicated Line or PSNH Circuit, by a letter agreement signed by representatives of both the NHEC and PSNH.

(p) The operating voltage of the PSNH Dedicated Line will be 34.5/19.92 kV multi-grounded neutral system, and the operating voltage of the PSNH Circuit will be 12.5/7.2 kV multi-grounded neutral system, and PSNH will not change the operating voltage of either the PSNH Dedicated Line or the PSNH Circuit without the prior written consent of NHEC, which shall not be unreasonably withheld or delayed.

(q) PSNH agrees that the PSNH Dedicated Line may be used in the future to provide NHEC with a new metering point in the Lempster area and that the cost and use shall be subject to a separate agreement. NHEC understands that the Project Interconnection Line is being built for and paid for by the Lempster Project and that any use of the line is subject to a separate cost sharing agreement between the Lempster Project, PSNH and the NHEC.

3. Liabilities and Indemnification.

(a) PSNH and the NHEC shall each exercise reasonable care and caution consistent with good utility practice to avoid any interruption of service provided or supplied by their respective wires and other attachments to the JUF, provided that neither party shall be liable to the other for any service interruption caused by circumstances or conditions beyond their control, as specified below. The parties acknowledge their mutual understanding that the purpose of the PSNH Dedicated Line is to serve the interconnection to the Lempster Project, and the parties agree it is in their joint interest that due consideration be given at all times to the need to communicate and coordinate with each other, and with the Lempster Project whenever possible, all of their construction, operation, maintenance and repair activities with respect to the JUF, the NHEC Circuits and/or the PSNH Dedicated Line, which would or could have any adverse effect upon the reliability of service of the Lempster Project interconnection, including planned interruptions of service or outages.

(b) PSNH and the NHEC shall each exercise reasonable care and caution consistent with good utility practice to avoid damaging the JUF, the NHEC circuits, the PSNH Dedicated Line and the PSNH Circuit, and the facilities of others attached to the JUF, and each party assumes all responsibility for any and all loss from such damage caused by the acts or omission of its employees, agents or contractors. Each party shall make a prompt report to the other party, and to any other affected joint user or occupier of the JUF, of the occurrence of any such damage, and agrees to reimburse the damaged party or parties for all costs incurred in making repairs.

(c) PSNH and the NHEC (hereinafter the "indemnifying party") shall each hold harmless, indemnify and defend the other (hereinafter the "indemnified party"), its officers, directors, employees, and agents, from and against any and all liabilities, claims, suits, fines, penalties, damages, losses, fees, costs and expenses (including reasonable attorneys' fees) including, but not limited to, those which may be imposed upon, incurred by or asserted against the indemnified party, or either of them, by reason of (1) any work or thing done upon the JUF or any part thereof performed by the indemnifying party or any of its agents, contractors, servants, or employees, (2) any use, occupation, condition, or operation of the JUF or any part thereof by the indemnifying party or any of its agents, contractors, servants or employees; (3) any act or omission on the part of the indemnifying party or any of its agents, contractors, servants, or employees, for which the indemnifying party may be found liable; (4) any accident, injury (including death) or damage to any person or property occurring upon the JUF or any part thereof arising out of any use thereof by the indemnifying party or any of its agents, contractors, servants or employees; (5) any failure on the part of the indemnifying party to perform or comply with any of the covenants, agreements, terms or conditions contained in this Agreement; (6) payments made under any Workers' Compensation Law or under any plan for employees disability and death benefits arising out of any use of the JUF by the indemnifying party or any of its agents, contractors, servants or employees; and, (7) the erection, operation, maintenance, repair, presence, use, occupancy, replacement or removal of the indemnifying party's wires and other attachments to the JUF by the indemnifying party or any of its agents, contractors, servants or employees, or by their proximity to the facilities of other parties attached to the JUF.

(d) PSNH and the NHEC shall each hold harmless, indemnify and defend the other, its officers, directors, employees, and agents, from and against any and all liabilities, claims and demands of whatever kind for any and all taxes, including utility property taxes, real estate taxes, charges, fees, penalties or assessments of any kind imposed or assessed against, their respective wires and other attachments to the JUF. The NHEC shall be solely and entirely responsible for all such liabilities, claims and demands imposed or assessed against the JUF owned by the NHEC.

(e) Neither party shall have any liability under this Agreement to the other, or to any third person or entity, for any consequential or indirect damages or losses of any kind, including but not limited to pecuniary business losses, loss of revenue, lost profits, or exemplary, punitive or enhanced damages of any kind, and all such damages and losses are hereby expressly excluded.

(f) Neither party shall have any liability under this Agreement to the other, or to any third person or entity, for any loss, cost, damage or expense of any kind which is caused by, attributable to or in any way arises from or as a result of any circumstance or condition beyond the party's reasonable control, including but not limited to acts of God, storm or other catastrophe, accident, disaster, war or other armed conflict, sabotage, terrorism or terrorist act, or emergency.

(g) The foregoing provisions shall survive the expiration or earlier termination of this Agreement.

4. Term and Termination.

(a) This Agreement shall be effective on the date hereof and shall remain in effect as to the PSNH Dedicated Line until the date the Lempster Project, or any successor wind farm project at the Lempster site, permanently ceases operation and removes the wind generation facilities or any portion thereof which is necessary to the continued delivery of energy from the Lempster Project to the PSNH Dedicated Line. At the time of the termination of this Agreement as to the PSNH Dedicated Line, and the PSNH Dedicated Line is no longer used and useful for the interconnection of the Lempster Project, PSNH shall at it sole cost and expense and within a reasonable time thereafter, permanently de-energize and isolate the PSNH Dedicated Line attached to the JUF from the PSNH Electrical System. Upon the taking of such actions, PSNH shall be deemed automatically, by operation of the provisions of this Agreement, to have permanently relinquished and transferred to the NHEC all of its rights to use and occupy the JUF for the PSNH Dedicated Line, and all of its ownership right, title and interest in and to the PSNH Dedicated Line attached to the JUF, and all its component wires and appurtenant equipment, as is and where is, and upon and after such relinquishment and transfer the NHEC shall own all rights to and all responsibility for the JUF and the PSNH Dedicated Line attached to the JUF.

(b) This Agreement shall be effective on the date hereof and shall remain in effect as to the PSNH Circuit, notwithstanding any prior termination of this Agreement as to the PSNH Dedicated Line, for a minimum period of not less than ten (10) years, and shall continue in effect thereafter unless and until terminated by either party by the giving of not less than two (2) years prior written notice to the other of the election to terminate this Agreement as to the PSNH Circuit. Termination shall be effective on the date that is 2 years after the date of such notification. Not later than ninety (90) days after the effective date of such any such termination, PSNH shall at its sole cost and expense remove the PSNH Circuit from the JUF and relinquish its rights to use and occupy the JUF for the PSNH Circuit, and that part or portion of the JUF used by PSNH for such purpose shall revert entirely to the NHEC. Nothing herein shall preclude PSNH, in the event termination is elected by PSNH, from removing the PSNH Circuit or portions thereof prior to the effective date of such termination.

(c) Either party shall have the right to terminate this Agreement at any time, upon the giving of not less than sixty (60) days advance written notice to the other, where:

i) Either party fails to pay any charge, cost or expense due from such party under this Agreement; or,
ii) Either party fails to comply with any of the terms and conditions of this Agreement or defaults in any of its obligations hereunder; or,
iii) The use and occupancy of the JUF by either party is in violation of any law or regulation, or regulatory order or direction, or any authorization or permit required by any governmental authority for the lawful construction, operation and maintenance of the JUF, the NHEC Circuits, the PSNH Circuit or the PSNH Dedicated Line is denied, revoked or cancelled.

The non-terminating party shall have the right and obligation to take such corrective or curative action as is necessary to eliminate the non-compliance and shall confirm in writing to the other party within sixty (60) days following such written notice that the non-compliance has ceased or

been corrected. Either party may take such action it deems necessary to address the non-compliance in order to properly serve its customers or to continue the Lempster Project interconnection, upon the failure or refusal of the other party to act to cure or correct the non-compliance. If the non-compliance is not or cannot be cured or corrected within the specified period, or within such additional period as the parties may mutually agree, then this Agreement shall automatically terminate without further notice, and the parties shall have no further rights or obligations hereunder, except that this provision shall not relieve either party of any financial obligation or indebtedness due under the Agreement arising prior to termination, and except that PSNH shall be entitled, to the extent it may lawfully do so, to continue to use and occupy the JUF for such period of time as is reasonably necessary or required, consistent with safety and good utility practice, to allow PSNH to remove and relocate the PSNH Dedicated Line and/or the PSNH Circuit, as applicable, to continue to properly serve its customers and/or continue the service provided by such line or lines.

5. Miscellaneous.

(a) PSNH and the NHEC agree to take all reasonable steps to renegotiate this Agreement should any authorization or permit that may be required by any governmental authority for the construction, operation and maintenance of the JUF, the NHEC Circuits, the PSNH Circuit and/or the PSNH Dedicated Line be denied, revoked or cancelled.

(b) PSNH and NHEC agree that this Agreement may be modified by mutual agreement upon the reasonable request of either party should future circumstance require. Any modifications or amendments to this Agreement shall be in writing, and signed by both parties.

(c) Nothing contained in this Agreement shall be construed to require the NHEC to construct, retain, extend, place or maintain any pole or other facilities not needed for NHEC's own service requirements beyond the needs to interconnect the Lempster Project.

(d) Nothing contained in this Agreement shall be construed as a limitation, restriction, or prohibition against the NHEC, after consultation with PSNH, entering into agreements with other third parties regarding the attachment to or joint use of the JUF covered by this Agreement, provided such other agreements do not interfere with or prevent PSNH's joint use and occupancy of the JUF for the PSNH Dedicated Line and the PSNH Circuit as authorized under this Agreement. The rights of PSNH hereunder shall be subject to any existing agreements or arrangements between NHEC and any other joint users of the JUF in effect on the effective date of this Agreement, except that the NHEC hereby represents to PSNH that no such existing agreements or arrangements do or will interfere with or prevent PSNH's joint use and occupancy of the JUF for the PSNH Dedicated Line and the PSNH Circuit as authorized under this Agreement.

(e) Notwithstanding any contrary provisions in this Agreement, whenever the NHEC deems it an immediate threat to worker or public safety and/or a safety emergency exists, the NHEC may rearrange, transfer, or remove from the JUF such parts or portions of the PSNH Dedicated Line and/or the PSNH Circuit as necessary to eliminate the threat or resolve the emergency, at PSNH's expense. NHEC shall make reasonable efforts to contact PSNH, and to

notify the Lempster Project, as circumstances permit, either before taking such action, or as soon as reasonably possible thereafter.

(f) PSNH shall have no rights to interconnect any other customer, except the Lempster Project, to the PSNH Dedicated Line in the NHEC's service territory without the express written consent of the NHEC.

(g) Should the NHEC decide against, or be prohibited from, participation in the Lempster Project initially or at some time in the future, this Agreement shall nonetheless continue in effect for the benefit of PSNH's interconnection of the Lempster Project and PSNH's provision of delivery service to the PSNH customers served by the PSNH Circuit.

(h) To the extent regulatory filing or approval of this Agreement is required by law or regulation, PSNH and the NHEC agree to fully cooperate to jointly make such filing or obtain such approval in a timely manner, and to comply with all filing or approval requirements.

(i) Written notices required or permitted under this Agreement shall be given by personal delivery, by overnight mail service, or by United States mail, priority or certified, return receipt requested, addressed to the following representatives of the parties, or his or her successor, and shall be effective upon receipt:

PSNH: Robert Hybsch,
Director – Customer Operations
PSNH Energy Park
780 North Commercial Street
Manchester, NH 03101

NHEC: VP, Engineering and Operations
New Hampshire Electric Cooperative, Inc.
579 Tenney Mountain Hwy
Plymouth, NH 03264

Either party may at any time, by written notice to the other, change the name or address of the person to be notified pursuant to this provision.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be executed by their duly authorized representatives, effective as of the date first written above.

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

By: _____
Name: Gary A. Long
Title: President and Chief Operating Officer
Date: 2-1-08

NEW HAMPSHIRE ELECTRIC COOPERATIVE, INC.

By: _____
Name: Fred Anderson
Title: President and CEO
Date: 1.28.08

ATTACHMENT A

Special Operating Procedures for the Joint Use Facilities - Lempster Project

The purpose of this document is to provide basic instruction to PSNH and NHEC field personnel for the operation of the lines affected by the Lempster Wind Project and PSNH's Dedicated Line built over NHEC Distribution Circuits along Route 10 and School Street in Lempster, NH.

Description of PSNH's Dedicated Line:

The PSNH Dedicated Line is constructed of insulated conductor. Approximately every 3,000 feet a double dead end structure provides bare conductor points for grounding of this line during maintenance.

The PSNH Dedicated Line is normally energized at 34.5 kV unless properly tagged out otherwise at switches. Two three-phase gang operated switches shall be located at:

1. The Goshen/Lempster town line where Joint Ownership begins, near the intersection of Ball Park Road and Route 10 in Lempster, Pole 27/192.
2. The Lempster Project metering location, at the intersection of Bean Mountain Road and Nichols Road, Pole 13C/180-2.

NHEC owns, operates, and maintains distribution facilities below the PSNH Dedicated Line, operated at 12.47kV.

All work performed on PSNH and NHEC lines shall be in accordance with switching and tagging rules and procedures mutually agreed upon by the parties and in accordance with industry standards.

Maintenance:

Contacts for Notification of Maintenance:

PSNH Electric System Control Center (ESCC)
James B. McAndrew
603-634-3586

PSNH Newport AWC, Western Central Division
Paul W. Bandanza
Field Supervisor – Lines
603-555-5700

NHEC Sunapee District
Bruce Rice
603-863-2500 x 7201

NHEC Control Center

603-536-8620 or 1-800-698-2007 x 8620

PSNH Dedicated Line Maintenance:

1. PSNH shall provide 48 hour notification to NHEC when maintenance is planned on the PSNH Dedicated Line.
2. NHEC will operate its line energized whenever PSNH is maintaining the line unless requested otherwise by PSNH in writing 2 weeks in advance of planned work. Both parties shall agree to the time and terms of this work.

NHEC Distribution Line Maintenance:

1. NHEC may notify PSNH of planned maintenance or normal construction of the distribution facilities below the PSNH Dedicated Line.
2. PSNH will operate its line energized whenever NHEC is maintaining the line unless requested otherwise by NHEC in writing 2 weeks in advance of planned work. Both parties shall agree to the time and terms of this work.

Outage or Emergency Repairs:

Contacts for Notification of Outage or Emergency Repairs:

PSNH Electric System Control Center (ESCC)
James B. McAndrew
603-634-3586

PSNH Newport AWC, Western Central Division
Paul W. Bandanza
Field Supervisor – Lines
603-555-5700

NHEC Electric System Control Center
603-536-8620 or 1-800-698-2007 x 8620

All Contacts above shall be notified of an outage or need to make an emergency repair if deenergizing or proper isolating of the PSNH Dedicated Line is required. Direct communication between NHEC and PSNH crews is required if either company isolates the other company's facilities.

NHEC crews shall be allowed to properly and safely isolate and ground the PSNH Dedicated Line if required to insure their safety during an outage or emergency repair to the NHEC distribution lines. NHEC will not repair PSNH facilities.

PSNH crews shall be allowed to properly and safely isolate and ground the NHEC distribution lines as required to insure their safety during an outage or emergency repair to the PSNH Dedicated Line. PSNH will not repair NHEC facilities.

ATTACHMENT B

Poles Covered by This Agreement – **(To be supplied after the completion of construction.)**

NHEC Line	NHEC Pole	PSNH Line	PSNH Pole	Special Notes/Comments