INTERCOMPANY OPERATING PROCEDURE #1{tc \l1 "INTERCOMPANY OPERATING PROCEDURE #1}

CENTRAL VERMONT PUBLIC SERVICE CORPORATION
AND
CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
(COLLECTIVELY CALLED "CV")
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

**CUSTODY AND MAINTENANCE**

**JOINTLY OWNED AND/OR USED POLES AND ANCHORS** (IOP#1){tc \l1 "**CUSTODY AND MAINTENANCE**
**JOINTLY OWNED AND/OR USED POLES AND ANCHORS** (IOP#1)}

EFFECTIVE **May 1, 1991**

This Intercompany Operating Procedure implements that certain Joint Use Agreement (the "Agreement") entered by and between the parties on **August 4, 1972** pursuant to Article XIII thereof. All terms used herein shall have the same meaning as in the Agreement.

1. Custodianship of jointly owned and/or used poles and anchors shall be as indicated in the attached list of municipalities showing the maintenance areas assigned to each party with the exception of those municipalities covered by I.O.P. #13.

2. The custodian shall maintain all poles and anchors in its custody in safe and serviceable condition in accordance with the provisions of Article V of the Agreement, the expense thereof to be proportioned between the parties hereto in accordance with the division of ownership except as otherwise expressly provided.

3. The custodian shall replace such poles as become defective or are of insufficient size or strength for existing or proposed attachments, pursuant to Article VIII **(d)** of the Agreement.

4. Upon notice in writing, it shall be the duty of the custodian to replace promptly any pole that may be considered unsafe by the other party, and if the custodian does not do so within a reasonable time, the other party may replace said pole and the custodian shall bear its proportionate part of the expense.

APPROVED:
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

By **R.J.S.**
Director Facility Development

Date **5/6/91**

APPROVED:
CENTRAL VERMONT PUBLIC SERVICE CORPORATION AND CONNECTICUT VALLEY ELECTRIC COMPANY, INC.

By **R. De Re Stein**
Vice President - Energy Supply Planning & Engineering

Date **5/1/91**

## Vermont{tc \l2 "Vermont}

### Electric Company Maintenance{tc \l3 "Electric Company Maintenance}

| | |
|---|---|
| | Bakersfield |
| * | Bennington |
| * | Bradford |
| * | Braintree |
| | Brattleboro |
| | Bridgewater |
| | Bristol |
| * | Brookfield |
| | Cavendish |
| | Chelsea |
| * | Danville |
| | Dover |
| * | Fairfax |
| * | Fairfield |
| * | Fair Haven |
| | Ferrisburg |
| | Fletcher |
| * | Glastenbury |
| | Goshen |
| * | Granby |
| * | Granville |
| | Guilford |
| | Hartland |
| | Hubbardton |
| | Ira |
| | Jamaica |
| * | Kirby |
| * | Manchester |
| | Marlboro |
| | Mendon |
| | Middlebury |
| * | Middletown |
| * | Milton |
| | Monkton |
| * | Newbury |
| | New Haven |
| | Pittsford |
| | Plymouth |
| * | Poultney |
| | Pownal |
| | Proctor |
| * | Randolph |
| | Reading |
| * | Roxbury |
| | Rutland (South of Rt.4 & West) |

### Telephone Company Maintenance{tc \l3 "Telephone Company Maintenance}

| | |
|---|---|
| | Arlington |
| | Barnard |
| | Barnet |
| | Bennington |
| | Belvidere |
| | Bethel |
| | Brandon |
| | Brattleboro |
| | Brookline |
| | Cambridge |
| | Castleton |
| | Chittenden |
| | Clarendon |
| | Colchester |
| | Concord |
| | Dorset |
| | Dummerston |
| | Essex |
| | Fairlee |
| | Georgia |
| | Guildhall |
| | Hancock |
| Hartford | |
| | Jericho |
| | Landgrove |
| | Leicester |
| | Londonderry |
| | Lunenbury |
| | Manchester |
| Mendon | |
| | Mt. Tabor |
| | Newfane |
| | Norwich |
| | Pawlet |
| | Peru |
| | Pittsfield |
| | Pomfret |
| | Ripton |
| Rochester | |
| | Royalton |
| | Rupert |
| | Rutland (North of Rt.4 & West) |
| | Salisbury |
| | Sandgate |

* Towns where NET has agreed (5/28/82) to set poles.

Electric Company Maintenance

| | |
|---|---|
| * | Shaftsbury |
| | Sheldon |
| | Sherburne |
| | Shrewsbury |
| * | St. Albans |
| * | St. Johnsbury |
| | Strafford |
| | Stratton |
| | Sudbury |
| * | Sunderland |
| | Swanton |
| * | Tunbridge |
| | Vernon |
| | Vershire |
| * | Victory |
| | Walden (Per Al Mackey 6/14/91) |
| | Wardsboro |
| * | Waterford |
| * | West Fairlee |
| * | West Haven |
| | Weston |
| | West Rutland |
| * | Windsor |
| * | Winhall |
| * | Woodford |
| | Woodstock |

Telephone Company Maintenance

Sharon
Stockbridge
St. Albans
St. Johnsbury
Thetford
Townshend
Underhill
Weathersfield
Wells
Westford
West Windsor
Windham
Windsor

* Towns where NET has agreed (5/28/82) to set poles.

## New Hampshire{tc \l2 "New Hampshire}

### Electric Company Maintenance {tc \l3 "Electric Company Maintenance }
### Telephone Company Maintenance{tc \l3 "Telephone Company Maintenance}

| | |
|---|---|
| Claremont* | Bath |
| Haverhill | Charlestown |
| Newport | Claremont* |
| Orford | Cornish |
| Piermont | Hanover |
| Plainfield | Lyman |
| Unity | Lyme |

### Special Conditions (Claremont){tc \l2 "Special Conditions (Claremont)}

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

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

**INTERCOMPANY OPERATING PROCEDURE #2**

CENTRAL VERMONT PUBLIC SERVICE CORPORATION
AND
CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
(COLLECTIVELY CALLED "CV")
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

**TERMINATION OF THE JOINT OWNERSHIP AND/OR JOINT USE OF A POLE OR ANCHOR** (IOP#2)
{tc \l1 "**TERMINATION OF THE JOINT OWNERSHIP AND/OR JOINT USE OF A POLE OR ANCHOR** (IOP#2)}

EFFECTIVE **September 1, 1987**

This Intercompany Operating Procedure implements that certain Joint Use Agreement (the "Agreement") entered by and between the parties on **August 4, 1972** pursuant to Article XIII thereof. All terms used herein shall have the same meaning as in the Agreement.

1. Pursuant to Article XII of the Agreement, if either party desires, at any time, to abandon a jointly owned and/or used pole or anchor, it should give the other party a notice in writing to that effect, at least thirty (30) days prior to the date on which it intends to abandon its use and ownership of such pole or anchor. If the other party desires to continue the use and ownership of such pole or anchor it shall, upon the removal of all the attachments of the party abandoning the pole or anchor, assume sole ownership of such pole or anchor and shall thereafter save harmless the party abandoning the pole or anchor from all obligation, liability, damages, costs, expenses or charges incurred thereafter, and not growing out of anything theretofore occurring because of or arising out of the presence or condition of such pole or anchor or of any attachments thereon. Such other party shall pay to the abandoning party a sum for its interest in said pole and/or anchor as determined by the following procedure.

A. **Termination of Joint Ownership of Poles**{tc \l2 "**Termination of Joint Ownership of Poles**}:

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

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

Example - 35' pole placed in 1975, Tel. Co. removed attachments in 1979 (pole 88% condition), El. Co. requires 30' pole for sole use.
½ then value of 35' SPC, 88% condition (1975 schedule)= $87.10
full then value of 30' SPC, 88% condition (1975 schedule)= 125.00
Tel. Co. bill El. Co. difference $37.90

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

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

B. **Jointly Owned Anchors{tc \l2 "Jointly Owned Anchors}:**

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

C. **Joint Abandonment{tc \l2 "Joint Abandonment}:**

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

D. **Termination of Jointly Used Poles{tc \l2 "Termination of Jointly Used Poles}:**

Will be in accord with Article XII parts a. & b. of the Joint Use Agreement dated 8/4/72.

APPROVED:
NEW ENGLAND TELEPHONE AND PUBLIC SERVICE
TELEGRAPH COMPANY CONNECTICUT

INC.

By **Judith MacClellan**

District Staff Mgr.-Customer Svcs. Power
Operations

Date **July 15, 1987**

APPROVED:
FOR CENTRAL VERMONT

CORPORATION AND

VALLEY ELECTRIC COMPANY,

By **Daron R. McLeod**

Vice President-Engineering

Date **September 1, 1987**

**INTERCOMPANY OPERATING PROCEDURE #3**

CENTRAL VERMONT PUBLIC SERVICE CORPORATION
AND
CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
(COLLECTIVELY CALLED "CV")
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

**WORK ON JOINT POLES** (IOP#3){tc \l1 "**WORK ON JOINT POLES** (IOP#3)}

EFFECTIVE **September 1, 1987**

This Intercompany Operating Procedure implements that certain Joint Use Agreement (the "Agreement") entered by and between the parties on **August 4, 1972** pursuant to **Article XIII** thereof. All terms used herein shall have the same meaning as in the Agreement.

1. Under the Agreement, **ArticlesV** and **VII** deal with placing, maintaining and transferring attachments. They include the provision that each Company shall place and maintain its own attachments in accordance with the requirements of the **National Electrical Safety Code** and other applicable codes.

2. This I.O.P. is issued to emphasize the need to observe this requirement on the part of both Companies; each Company shall perform its work promptly and in such a manner as not to interfere with the service of the other Company. As examples; the placing and tensioning of telephone cable strand, if not done properly, might cause the tops of jointly owned poles to move thereby creating a problem with CV's wire ties; the placing and tensioning of electric conductors and tensioning of guy strands, if not done properly, might cause telephone guy strands to become slack.

3. The construction methods employed by each Company must take into account what effect they could have on the other Company's facilities.

APPROVED:
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

By **Judith MacClellan**
Division Staff Mgr. -Customer Svcs.

Date **July 15, 1987**

APPROVED:
FOR CENTRAL VERMONT PUBLIC SERVICE CORPORATION AND CONNECTICUT VALLEY ELECTRIC COMPANY, INC.

By **Daren R. McLeod**
Vice President-Engineering Power

Date **September 1, 1987**

# INTERCOMPANY OPERATING PROCEDURE #4

CENTRAL VERMONT PUBLIC SERVICE CORPORATION
AND
CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
(COLLECTIVELY CALLED "CV")
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

## PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED(IOP#4)

{tc \l1 "**PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED**(IOP#4)}

EFFECTIVE **September 1, 1987**

This Intercompany Operating Procedure implements that certain Joint Use Agreement (the"Agreement") entered by and between the parties on **August 4, 1972** pursuant to **Article XIII** thereof. All terms used herein shall have the same meaning as in the Agreement.

1. At the present time joint use of poles will include Power Company facilities up to 60 KV phase-to-phase. Joint use of poles carrying power lines in the 20 to 60 KV class will be restricted to multi-grounded neutral power systems unless a multi-grounded neutral distribution system also occupies the pole and is between the ungrounded 20 to 60 KV system and the telephone facilities.

2. When either company desires to change the character of its circuits on jointly owned or used poles, such company shall normally give one hundred and twenty (120) days notice in writing to the other company of such contemplated change. In those cases where such notice is not possible, verbal notice shall be given followed by written notice, with continuing verbal communication and cooperation between the companies to meet service dates.

3. The companies shall then cooperate in determining: (a) the conditions under which joint occupancy may be continued on a mutually satisfactory basis, or (b) the most practical and economical method of providing for separate lines.

   a. When joint occupancy{tc \l2 "joint occupancy} is to be continued with the change in the character of circuits proposed by either company, each company will, at its own cost, provide whatever protection is necessary on its own facilities to meet the requirements of the **National Electrical Safety Code** and its own specifications. Bonding and grounding will be done in accordance with the then current **Intercompany Operating Procedure on Pole (Vertical) Grounds and Bonding.**

   b. When it is mutually agreed that separate lines{tc \l2 "separate lines} are to be established, the company whose circuits are to be removed from the jointly occupied poles shall promptly carry out the necessary work.

(1) When the company that wishes to change the character of its circuits remains on the existing poles, that company shall pay the company removing its circuits a sum equal to the then value of the removing company's interest in the jointly owned and/or used poles plus the value of the unexpired life of the facilities that are being removed from the old pole line plus the cost of removal minus the salvage value of the facilities that are being removed, as determined by the company removing its facilities.

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

APPROVED:
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

By **Judith MacClellan**
Division Staff Mgr. -Customer Svcs.

Date **July 15, 1987**

APPROVED:
FOR CENTRAL VERMONT PUBLIC SERVICE CORPORATION AND CONNECTICUT VALLEY ELECTRIC COMPANY, INC.

By **Daren R. McLeod**
Vice President-Engineering Power Operations

Date **September 1, 1987**

**INTERCOMPANY OPERATING PROCEDURE (IOP) #4**

CENTRAL VERMONT PUBLIC SERVICE CORPORATION
AND
CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
(COLLECTIVELY CALLED "CV")
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

**PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED 2**
{tc \l1 "**PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED 2**}
EFFECTIVE ___ **September 1, 1987**

This Intercompany Operating Procedure implements that certain Joint Use Agreement (the "Agreement") entered by and between the parties on **August 4, 1972** pursuant to Article XIII thereof. All terms used herein shall have the same meaning as in the Agreement.

**Definitions:**{tc \l2 "**Definitions:**}

**Mutual Excess Height**{tc \l2 "**Mutual Excess Height**} : When the clearance and separation requirements of the NESC cannot be maintained by each joint user on a 40' pole, with each company maintaining reasonable sag, the extra pole height necessary to meet these requirements and all costs therewith shall be borne equally as Mutual Excess Height.

**Excess Height** {tc \l2 "**Excess Height** }: Refers to the situation where one company requires more than its assigned space on a particular pole. The pole cost for excess height is the difference between the flat rate cost of a pole necessary to meet both company's needs with each company staying within its assigned space and the flat rate cost of a pole 5, 10, or 15 feet taller depending on the needs of the requesting company.

**Reasonable Sag**{**tc \l2 "Reasonable Sag**} : CV will design its lowest wire so that it sags no lower than a point defined by the line between the top points of telephones assigned space at each adjacent pole. NET will either sag their top cable or adjust its points of attachment so that it sags in the midspan at least 30" below the line defined by the top points of its assigned space at adjacent poles. NET will design their lowest cable or adjust its points of attachment so that it sags no lower than 40" below the line defined by the lowest point of their assigned space.

**Joint Occupancy**{**tc \l2 "Joint Occupancy**}

1. Under this IOP both NET and CV may occupy a pole if:

a. CV's circuit carries less than 61KV phase-to-phase

b. CV's circuit is a multi-grounded neutral system (MGNS) or carries less than 20KV phase-to-phase.

c. CV operates a MGNS beneath the underground system carrying less than 61KV.

2. CV will normally give NET 120 days written notice when planning a change in its circuits which will prohibit continued joint use under the criteria in paragraph one above or anytime a proposed change in its circuits will necessitate substantial reconstruction of the existing pole line. NET will give CV similar notice anytime it plans a change in its circuitry which will necessitate substantial reconstruction of the existing pole line.

3. When joint occupancy can be continued under paragraph one above each company will, at its own cost, provide whatever protection is necessary on its facilities to meet the requirements of the National Electrical Safety Code and its own specifications. Bonding and grounding will be done in accordance with the then current **IOP on Pole (Vertical) Grounds and Bonding.**

4. When the proposed change in the character of circuits necessitates reconstruction of the pole line costs{tc \l2 "costs} will be allocated as follows:

a. Work on any poles less than 40 feet in length will be non-billable as the change-out will be considered for Mutual benefit (Mutual Excess Height).

b. On poles where the company changing its circuits requires excess height either because its facilities require additional pole space or because it cannot maintain reasonable sag, that company will pay the transferring company the following:

1. the cost of excess height

2. any transfer charges

3. 100% of the trimming necessitated by the taller pole

4. its remaining investment in any retired pole or anchor at the then current flat rate

5. the flat rate cost of rights-of-ways in accordance with the then current **IOP on Acquisition of Rights-of-Way**

c. Where an increase in the voltage of CV circuits increases the required neutral space the increased pole space to fulfill the requirement will come out of CV's usable space.

**Sole Occupancy{tc \l2 "Sole Occupancy}**

5. When it is necessary to establish separate lines{tc \l2 "separate lines} both companies will co-operate in determining the most practical and economical alternative available.

a. When the company wishing to change the character of its circuits remains on the existing poles, it shall pay the company removing its circuits a sum equal to the then value of the removing company's interest in the jointly used poles plus the value of the unexpired life of the facilities that are being removed plus the cost of removal as determined by the company removing its facilities.

b. When the company wishing to change the character of its circuits is to remove its facilities from the existing poles, the company remaining on the existing poles shall acquire full interest in the poles in accordance with the then current IOP on Termination of the Joint Ownershipand/or Joint Use of a Pole or Anch or.

APPROVED:
NEW ENGLAND TELEPHONE AND PUBLIC
TELEGRAPH COMPANY

By **Judith MacClellan**
Division Staff Mgr. -Customer Svcs.
Date **July 15, 1987**

FOR CENTRAL VERMONT

SERVICE CORPORATION AND
CONNECTICUT VALLEY
ELECTRIC COMPANY, INC.

By **Daren R. McLeod**
Vice President-Engineering Power
Date **September 1, 1987**

APPROVED:

# INTERCOMPANY OPERATING PROCEDURE # 5

CENTRAL VERMONT PUBLIC SERVICE CORPORATION
AND
CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
(COLLECTIVELY CALLED "CV")
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

**ASSIGNED SPACE**(IOP#5){tc \l1 "**ASSIGNED SPACE**(IOP#5)}

EFFECTIVE **September 1, 1987**

This Intercompany Operating Procedure implements that certain Joint Use Agreement (the "Agreement") entered by and between the parties on **August 4, 1972** pursuant to Article XIII thereof. All terms used herein shall have the same meaning as in the Agreement.

1. Assigned space (see Attachment "A") on a joint pole shall be for the exclusive use of each Company respectively, except that certain attachments may, in accordance with the provisions of the **National Electrical Safety Code** mentioned in Article V of the Agreement, be located in space assigned to the other Company. However, if such attachments should interfere with the use of such space by said other Company, the first Company shall make such changes or replacements as may be necessary to make the space available at its own expense.

2. The assignment of space on a jointly occupied pole is based on a standard 35 foot pole and normal ground clearances along and over public streets, alleys or roads in urban or rural districts, as determined by the **Code** mentioned above.

   **The Electric Company**{tc \l2 "**The Electric Company**} space shall consist of the uppermost four feet five inches of space on a standard joint pole.

   **The Telephone Company**{tc \l2 "**The Telephone Company**} space shall consist of three feet three inches on a standard joint pole at a sufficient distance below the Electric Company space to provide at all times the minimum clearance between attachments as required by the **Code** mentioned above.

3. **Municipal space**{tc \l2 "**Municipal space**} shall, if so desired by municipal authorities or deemed desirable by the two Companies, be reserved for the municipal fire alarm and police signal wires or cables, owned by the municipality and used exclusively for municipal purposes. Municipal space,

where required, shall be provided by equal space contribution of each Company.

4. **Responsibility for excess height{tc \l2 "Responsibility for excess height}** above that available on a 35 foot pole is to be assessed to the Company requiring such excess height in the proportion of their respective needs. Mutual excess height may be the result of the requirement of additional space by each Company, the requirement of municipal space or be variations in clearance requirements such as a railroad crossing, which limit the usable space on a pole.

5. In the interest of avoiding any misunderstanding, if each company is attached in its proper gain space and the provisions of the **National Electrical Safety Code** as it pertains to clearance, and separations cannot be maintained then paragraph 4 on mutual excess height will apply.

6. **Assignment of space other{tc \l2 "Assignment of space other}** than that detailed in paragraph 2 for a standard 35 foot pole shall be mutually determined by representatives of the two Companies and shall be shown on the Exchange of Notice form.

7. Space required for the attachment of facilities by **a third party{tc \l2 "a third party}** that will be governed by the **Pole Attachment Tariff** of either Company, will be provided by an equal space contribution of each Company.

   A. On jointly owned or jointly used poles each company will bill pole attachment tariff customers one half of its rental fees.

APPROVED:
NEW ENGLAND TELEPHONE AND SERVICE TELEGRAPH COMPANY CONNECTICUT

INC.

By **Judith MacClellan**
Division Staff Mgr. -Customer Svcs. Power
Date **July 15, 1987**

APPROVED:
CENTRAL VERMONT PUBLIC CORPORATION AND

VALLEY ELECTRIC COMPANY,

By **Daren R. McLeod**
Vice President-Engineering Operations
Date **September 1, 1987**

# ASSIGNED SPACE CHART{tc \l1 "ASSIGNED SPACE CHART}

| POLE SIZE ABOVE GROUND | DEPTH IN GROUND | Electric Company ASSIGNED SPACE | Telephone Company BOTTOM LIMIT ABOVE GROUND | NEUTRAL SPACE* | | TOP LIMIT SPACE |
|---|---|---|---|---|---|---|
| Standard Pole | | | | | | |
| 35' | 6' 0" | 4' 5" | 24' 7" | 3' 4" | 3' 3" | 21' 3" |
| 35' | 5' 6" | 4' 8" | 24' 10" | 3' 4" | 3' 6" | 21' 6" |
| Mutual Excess Height | | | | | | |
| 40' | 6' 0" | 6' 11" | 27' 1" | 3' 4" | 5' 9" | 23' 9" |
| 45' | 6' 6" | 9' 2" | 29' 4" | 3' 4" | 8' 0" | 26' 0" |
| 50' | 7' 0" | 11' 5" | 31' 7" | 3' 4" | 10' 3" | 28' 3" |
| 55' | 7' 6" | 13' 8" | 33' 10" | 3' 4" | 12' 6" | 30' 6" |
| Electric Company Owns 5' Excess Height | | | | | | |
| 40' | 6' 0" | 9' 5" | 24' 7" | 3' 4" | 3' 3" | 21' 3" |
| 45' | 6' 6" | 11' 5" | 27' 1" | 3' 4" | 5' 9" | 23' 9" |
| 50' | 7' 0" | 13' 8" | 29' 4" | 3' 4" | 8' 0" | 26' 0" |
| 55' | 7' 6" | 15' 11" | 31' 7" | 3' 4" | 10' 3" | 28' 3" |
| Electric Company Owns 10' Excess Height | | | | | | |
| 45' | 6' 6" | 13' 11" | 24' 7" | 3' 4" | 3' 3" | 21' 3" |
| 50' | 7' 0" | 15' 11" | 27' 1" | 3' 4" | 5' 9" | 23' 9" |
| 55' | 7' 6" | 18' 2" | 29' 4" | 3' 4" | 8' 0" | 26' 0" |
| Telephone Company Owns 5' Excess Height | | | | | | |
| 40' | 6' 0" | 4' 5" | 29' 7" | 3' 4" | 8' 3" | 26' 3" |
| 45' | 6' 6" | 6' 11" | 31' 7" | 3' 4" | 10' 3" | 28' 3" |
| 50' | 7' 0" | 9' 2" | 33' 10" | 3' 4" | 12' 6" | 30' 6" |
| 55' | 7' 6" | 11' 5" | 36' 1" | 3' 4" | 14' 9" | 32' 9" |
| Telephone Company Owns 10' Excess Height | | | | | | |
| 45' | 6' 6" | 4' 5" | 34' 1" | 3' 4" | 12' 9" | 30' 9" |
| 50' | 7' 0" | 6' 11" | 36' 1" | 3' 4" | 14' 9" | 32' 9" |
| 55' | 7' 6" | 9' 2" | 38' 4" | 3' 4" | 17' 0" | 35' 0" |

the 3' 4" neutral space may be reduced to 2' 6" between effectively grounded non-current carrying equipment and communications conductor.

Street light brackets may be mounted in neutral space, provided N.E.S.C. requirements are met.

*The required spacing between a neutral and a communication cable was reduced from 40 to 30 inches in the 1987 revision of the NESC. However, CVPS has not adopted this minimum and still requires a 40 inch separation.

**INTERCOMPANY OPERATING PROCEDURE #6**

CENTRAL VERMONT PUBLIC SERVICE COPORATION
AND
CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
(COLLECTIVELY CALLED "CV")
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

**BURIED CABLE SIGNS**

EFFECTIVE _____

This Intercompany Operating Procedure implements that certain Joint Use Agreement (the "Agreement") entered by and between the parties on **August 5, 1972** pursuant to **Article XIII** thereof. All terms used herein shall have the same meaning as in the Agreement.

1. Each Company grants permission to the other Company to install buried cable signs on poles that are solely owned by the Company having aerial construction. These signs may be installed under the following provisions:

   a. Only plastic signs which conform to the contour of the pole will be installed by either company.

   b. Plastic signs shall not be installed higher than five (5') feet on the pole.

   c. The attachment of these signs is to be permitted without billing between Companies.

2. When both Companies have aerial construction and the poles are jointly owned, and buried construction is also present, buried cable signs may be placed on the poles as outlined in a. and b. above.

APPROVED:
NEW ENGLAND TELEPHONE AND
SERVICE TELEGRAPH COMPANY
CONNECTICUT
COMPANY, INC.

By _____
Division Staff Mgr. -Customer Svcs.

Date _____

APPROVED:
CENTRAL VERMONT PUBLIC
CORPORATION AND
VALLEY ELECTRIC

By _____
Vice President-Engineering Power Operations

Date _____

**INTERCOMPANY OPERATING PROCEDURE #8**

CENTRAL VERMONT PUBLIC SERVICE CORPORATION
AND
CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
(COLLECTIVELY CALLED "CV")
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

**INSPECTION AND TREATMENT OF JOINT USE POLES**

EFFECTIVE _____

This Intercompany Operating Procedure implements that certain Joint Use Agreement (the "Agreement") entered by and between the parties on **August 5, 1972** pursuant to **Article XIII** thereof. All terms used herein shall have the same meaning as in the Agreement.

This procedure is to provide a uniform practice by both Companies for the inspection and treatment of jointly owned and/or used poles in order to lengthen the life of pole plant and obtain mutual benefits for each Company.

1. All joint poles shall be inspected and treated initially between the age of fifteen (15) and twenty-four (24) years. Poles shall be reinspected and treated at a maximum of ten (10) year intervals thereafter. Copies of all inspection and treatment logs shall be made available upon reasonable request to the parties hereto.

2. Each Company shall be responsible for the inspection and treatment of all jointly owned and/or used poles within its respective maintenance areas. Within each maintenance area, all such poles shall be inspected and treated in accordance with that respective Company's standards, specifications or procedures which shall be reviewed and approved by the parties hereto from time to time. Inspection and treatment may be performed by Company employees or authorized agents or contractors.

3. The cost of inspection and treatment shall be borne individually by each Company for its respective maintenance areas.

APPROVED:
NEW ENGLAND TELEPHONE AND
PUBLIC SERVICE TELEGRAPH COMPANY
CONNECTICUT VALLEY
COMPANY, INC.

By _____

APPROVED:
CENTRAL VERMONT
CORPORATION AND
ELECTRIC

By _____

Division Staff Mgr. -Customer Svcs.
Date _____

Vice President-Engineering Power Operations
Date _____

**INTERCOMPANY OPERATING PROCEDURE #9**

CENTRAL VERMONT PUBLIC SERVICE CORPORATION
AND
CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
(COLLECTIVELY CALLED "CV")
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

**SALVAGE OF TREATED PINE POLES{tc \l1 "SALVAGE OF TREATED PINE POLES}**

EFFECTIVE _____

This Intercompany Operating Procedure implements that certain Joint Use Agreement (the "Agreement") entered by and between the parties on **August 5, 1972** pursuant to **Article XIII** thereof. All terms used herein shall have the same meaning as in the Agreement.

Full length treated pine poles less than eleven years old and in sound condition with no evidence of decay or checking may be salvaged by either company and reset as a new pole. When reset, such poles should receive a ground line treatment or be included in the once every ten year treating cycle.

APPROVED:
NEW ENGLAND TELEPHONE AND SERVICE
TELEGRAPH COMPANY
CONNECTICUT
COMPANY, INC.

By _____
District Staff Mgr.-Customer Svcs.

Date _____

APPROVED:
CENTRAL VERMONT PUBLIC

CORPORATION AND
VALLEY ELECTRIC

By _____
Vice President-Engineering & Operations

Date _____

# INTERCOMPANY OPERATING PROCEDURE #10

CENTRAL VERMONT PUBLIC SERVICE CORPORATION
AND
CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
(COLLECTIVELY CALLED "CV")
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY ("NET")

## VERTICAL POLE GROUNDS AND BONDING{tc \l1 "VERTICAL POLE GROUNDS AND BONDING}

EFFECTIVE _____

This Intercompany Operating Procedure ("IOP") implements that certain Joint Use Agreement (the "Agreement") entered by and between the parties on **August 5, 1972** pursuant to **Article XIII** thereof. All terms used herein shall have the same meaning as in the Agreement.

Vertical Pole grounds and bonds between NET's wire facilities and CV's multi-grounded neutral system ("MGN") shall be provided as follows:

1. **Definitions{tc \l2 "Definitions}:**

   a. Vertical pole grounds - will consist of a 8' X 5/8" copperplated or galvanized steel ground rod or two 5' X 5/8" Sectional copperplated or galvanized rods coupled together and driven as one rod, driven in the ground vertically, full length, except where rock bottom is encountered, at a point not less than 12 inches from the butt of the pole with the head of the ground rod not less than 3 inches below the surface of the earth. A bare ground wire will be attached securely with static proof staples to the quarter of the pole away from the flow of traffic. Ground wires will have a minimum conductivity equivalent to #6 copper conductor and will meet or exceed specifications regarding composition as described in **Article 93A of the N.E.S.C.** They will be connected to the ground rod at one end and to CV's MGN at the other end.

   b. Bond - will have a minimum conductivity of #6 copper conductor connected to NET's cable strand or to its open wire, C rural wire or multiple wire protectors at one end and to CV's MGN, or to a vertical pole ground which in turn is connected to CV's MGN, at the other end.

2. No intercompany billing is required with this IOP.

3. Pole grounds - new construction: Both Companies will coordinate their respective requirements for pole grounds. The Company installing a joint pole will furnish and install all pole grounds as they may require.

4. Pole grounds - existing poles{tc \l2 "Pole grounds - existing poles}.

a. When replacing an existing pole that has a pole ground, the Company setting the new pole will furnish and install a new pole ground except when it is mutually agreed that a ground, at that location, is no longer required.

b. When replacing an existing pole without a pole ground, the Company setting the replacement pole will furnish and install a new pole ground only when required by that Company.

c. Any pole ground to be added to an existing pole will be installed by the Company requiring such ground.

5. Any pole grounds installed by NET under 3. and 4. above will be extended to the top of its assigned space with a sufficient length of conductor for connection to CV's MGN. The Connection of the pole ground to CV's MGN will be done by CV.

6. Bonds{tc \l2 "Bonds} between NET's cable strand or protectors associated with C rural, multiple or open wire, and CV's MGN:

a. If a vertical pole ground is available NET will provide the bonding conductor and make the connection to both the strand or protector and the pole ground.

b. If no pole ground is present and is not required by NET, NET will provide a sufficient length of conductor for connection to CV's MGN and will connect one end to the strand or protector.

c. If a pole ground is required by NET it shall be NET's responsibility to install it, leaving sufficient length of conductor for CV to connect to the MGN.

7. When NET has installed a vertical pole ground or bond that needs to be connected to CV's MGN, it will send two (2) copies of a request to connect to the MGN to the appropriate CV District Office Upon completion of the work, CV will return one (1) copy to the originator. In all cases, the connection of either a pole ground or a bonding conductor to CV's MGN will be done by CV within thirty (30) days after receiving written notice.

8. The existing pole ground wire will be maintained by the Custodian of the area except that CV will maintain all such wire above NET's space regardless of maintenance areas.

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

**4B-8 Grounding**{tc \l2 "**4B-8 Grounding**}

All multi-grounded primary circuits shall have at least four (4) driven grounds per mile. Driven grounds shall be of galvanized steel, minimum 5/8 inch diameter and 8 feet long. The upper end of the rod shall be at least 3" below the surface of the earth. Butt plate grounds, service grounds, or grounded anchor rods shall not be counted as fulfulling the grounding requirement.

APPROVED:
NEW ENGLAND TELEPHONE AND SERVICE
TELEGRAPH COMPANY
CONNECTICUT
COMPANY, INC.

By _____
District Staff Mgr.-Customer Svcs.

Date _____

APPROVED:
CENTRAL VERMONT PUBLIC

CORPORATION AND
VALLEY ELECTRIC

By _____
Vice President-Engineering & Operations

Date _____

# INTERCOMPANY OPERATING PROCEDURE #11

CENTRAL VERMONT PUBLIC SERVICE CORPORATION
AND
CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
(COLLECTIVELY CALLED "CV")
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

## USE OF EXTRA LENGTH POLE TOP PIN(IOP#11){tc \l1 "USE OF EXTRA LENGTH POLE TOP PIN(IOP#11)}

EFFECTIVE __ **September 1, 1987**

This Intercompany Operating Procedure implements that certain Joint Use Agreement (the "Agreement") entered by and between the parties on **August 4, 1972** pursuant to Article XIII thereof. All terms used herein shall have the same meaning as in the Agreement.

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

   In certain instances, the Power Company's Distribution Standards permit the installation of a 36 inch fiberglass pole top pin which could provide an additional 18 inches of pole space beyond that available when a standard length pin is used. For the purposes of this Procedure, the consideration of using such a pin for the mutual benefit of both Companies will be limited to installations on existing joint poles with voltages not exceeding 15,000 volts, phase to phase, and where additional ground clearance is required by the current edition of the **National Electrical Safety Code**.

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

The Power Company will bill the Telephone Company according to a predetermined Flat Rate Schedule which will be established by mutual agreement from time to time. The initial Flat Rate Schedule will be $60.00 (½ cost). This rate will be reviewed at the time other Flat Rate Billing Schedules are considered for revision.

APPROVED:
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

ELECTRIC

By **Judith MacClellan**
Division Staff Mgr. -Customer Svcs.

Date **July 15, 1987**

APPROVED:
CENTRAL VERMONT PUBLIC SERVICE CORPORATION AND CONNECTICUT VALLEY

COMPANY, INC.

By **Daren R. McLeod**
Vice President-Engineering Power Operations
Date **June 29, 1987**

# INTERCOMPANY OPERATING PROCEDURE #12

CENTRAL VERMONT PUBLIC SERVICE CORPORATION
AND
CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
(COLLECTIVELY CALLED "CV")
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

## ACQUISITION OF RIGHTS-OF-WAY AND EASEMENTS{tc \l1 "ACQUISITION OF RIGHTS-OF-WAY AND EASEMENTS}

EFFECTIVE **April 1, 1998**

This Intercompany Operating Procedure implements that certain Joint Use Agreement (the "Agreement") entered by and between the parties on **August 5, 1972** pursuant to Article XIII thereof. All terms herein shall have the same meaning as in the Agreement.

This cancels and supersedes the Intercompany Operating Procedure on Acquisition of Rights-of-Way and Easements among the three Companies having an effective date of August 1, 1993.

1. **Definitions** For the purpose of this Intercompany Operating Procedure, the following definitions will apply.

   a. The term **"Flat Rate Charge{tc \l2 "Flat Rate Charge}"** shall include all funds expended for the acquisition, retention or defense of any joint easement, including but not limited to, monies paid as consideration to any person, corporation or other organization, or any State or other governmental body for the acquisition of joint easement rights, reasonable motor vehicle usage charges (including gasoline costs and fixed expenses per mile), salaries paid to agents of the company, recording fees, transfer taxes, overhead and any cost necessarily incurred therewith, except survey and engineering expenses.

   b. The term **"Joint Easement{tc \l2 "Joint Easement}"** means a perpetual easement in land or otherwise for the construction, maintenance, repair, replacement or relocation of any poles, lines, conductors, guys, anchors or other appurtenances or equipment necessary therewith, for the distribution of electric or telephone service or both.

2. **TELCO Maintenance Area Procedure{tc \l2 "TELCO Maintenance Area Procedure}**

   a. Within TELCO maintenance area, TELCO shall pay CV the current flat rate charge for each joint easement obtained by CV and recorded in pertinent land records for the construction or reconstruction of new and existing joint plant or for the purchase by TELCO of any existing solely

owned CV poles (but not including any sums paid as consideration for the acquisition of easement rights).

Exceptions: Any easement obtained prior to the effective date of this Intercompany Operating Procedure shall be billed at the rate of $215.00 each except insofar as otherwise provided in Section 2.b.

b. TELCO will not ordinarily secure an easement for a pole line that is to be located entirely on the property of a customer to be served or if the customer is a tenant of the owner of the property on which the pole line is to be located. CV shall bear the whole cost of any easement obtained under the foregoing conditions. However, if it is mutually agreed that such a pole line probably will be used or extended at a future date to supply other customers, TELCO shall pay the current flat rate charge for each joint easement thus obtained by CV.

c. Within TELCO maintenance areas, TELCO shall bear the entire cost of acquiring easements naming TELCO and CV under any of the following circumstances: (1) construction or reconstruction by TELCO of plant and equipment (aerial or underground) for future joint occupancy; (2) the construction of underground telephone plant and equipment.

## 3. CV Maintenance Area Procedures{tc \l2 "CV Maintenance Area Procedures}

a. Within CV maintenance areas, CV shall pay TELCO the current flat rate charge for each joint easement obtained by TELCO and recorded in pertinent land records for the construction or reconstruction of new or existing joint plant or for the purchase by CV of any existing solely owned TELCO poles (but not including any sums paid as consideration for the acquisition of easement rights).

Exception: Any easement obtained prior to the effective date of this Intercompany Operating Procedure shall be billed at the rate of $215.00 each.

b. Within CV maintenance areas, CV shall bear the entire cost of acquiring easements for the construction or reconstruction of new or existing joint plant for which TELCO would obtain a verbal permit.

## 4. Easement Deeds{tc \l2 "Easement Deeds}

a. In all instances in which CV or TELCO acquires easements for proposed construction or reconstruction of new or existing joint plant or for plant and equipment for future joint occupancy by CV and TELCO, easement deeds shall include both CV and TELCO as equal grantees.

b. For all easement deeds covering joint plant, CV and TELCO agree to exchange with each other copies of all such deeds.

c. Proper forms shall be used in order to ensure that legal, binding documents are obtained for joint easements and consistency prevails. Sample forms are attached hereto and are identified below:

a. **Attachment 1** : Form for lines not along Town or State Highways (cross-country or private roads) and it covers both overhead and underground.

b. **Attachment 2** : Form for lines along Town or State Highways and it covers both overhead and underground.

c. **Attachment 3** : Form to be used for stub poles and anchors. ***NOTE: does not have trimming rights.**

## 5. Indemnities{tc \l2 "Indemnities}

a. CV agrees to indemnify, save harmless and defend TELCO from and against any and all claims, suits or demands for all loss, costs, damage or expense to TELCO arising from activities by CV agents working in connection with the acquisition of easement deeds for joint plant, except losses or liability resulting from the sole or joint negligence of TELCO.

b. TELCO agrees to indemnify, save harmless and defend CV from and against any and all claims, suits or demands for all loss, costs, damage or expense to CV arising from activities by TELCO Outside Plant Supervisors-Right-of-Way working in connection with the acquisition of easement deeds for joint plant, except losses or liability resulting from the sole or joint negligence of CV.

## 6. Billing{tc \l2 "Billing}

a. The respective Companies will bill each other the currently approved flat rate charge for each joint easement obtained as follows:

| | |
|---|---|
| CVPS | $300 |
| CVEC | $325 |

b. Based on the right-of-way costs furnished by CV, the flat rate charge will be reviewed annually and established by both Companies.

c. The billing Company shall include a copy of the recorded easement when submitting the bill for payment.

7. **Notices{tc \l2 "Notices}**

a. Along with the written application (permit - Joint Use of Poles), TELCO shall send five copies of each work plan involved with an easement to CV's Joint Lines Coordinator who is located in Rutland, Vermont.

b. Along with written application (Permit - Joint Use of Poles), CV shall send two copies of the pertinent staking plans to the appropriate TELCO District Office.

APPROVED:
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY
VALLEY

By **(S) M. B. ??**

Title **Director - Fac. Mgmt. IFC&A**

Date **4/17/98**

APPROVED:
CENTRAL VERMONT PUBLIC SERVICE CORPORATION AND CONNECTICUT

ELECTRIC COMPANY, INC.

By **(S) Van Purcell**

Title **T&D Facilities Management Specialist**

Date **2/25/98**

**INTERCOMPANY OPERATING PROCEDURE #13**
CENTRAL VERMONT PUBLIC SERVICE CORPORATION
AND
CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
(COLLECTIVELY CALLED "CV")
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY ("NET")

**JOINT USE - OWNERSHIP PARITY** (IOP#13){tc \l1 "**JOINT USE - OWNERSHIP PARITY** (IOP#13)}

EFFECTIVE September 1, 1982

This Intercompany Operating Procedure ("IOP") implements that certain Joint Use Agreement (the "Agreement") entered by and between the parties on **August 4, 1972** pursuant to Article XIII thereof. All terms used herein shall have the same meaning as in the Agreement.

Objective

This IOP is being issued to establish guidelines which will allow the ownership of poles between CV and NET to achieve a level of parity. These guidelines are proposed in accordance with Article VI, Paragraph b of the Agreement (Establishing Joint Use of New Poles, Anchors and Guys) and Article VIII (Maintenance of Poles, Anchors and Attachments) of the Joint Use Agreement dated August 4, 1972. To achieve equalization of pole ownership in accordance with the agreement the following procedures will be implemented until parity is reached.

I. **Ownership Equalization**{tc \l2 "**Ownership Equalization**}

The equalization of ownership guidelines will apply only to those municipalities where NET owns fewer poles than CV. (See Article V below).

II. **Effective Implementation Date**{tc \l2 "**Effective Implementation Date**}

All guidelines established by this procedure will be effective as of the approval date of this agreement. Any previous commitments made between the two parties regarding the placement or replacement of poles prior to the approval date of this agreement will be in accordance with the joint use operating procedures in effect prior to this agreement.

III. **Line Extensions**{tc \l2 "**Line Extensions**}

NET, insofar as feasible and with the consent of CV, will assume responsibility for placing poles associated with new joint use line extensions in CV's maintenance areas where NET now owns fewer poles than CV. (See list of municipalities involved in Article V below).

IV. **Pole Replacements**{tc \l2 "**Pole Replacements**}

NET, insofar as feasible and with the consent of CV, will assume the responsibility for replacing poles on existing lines in CV's maintenance areas associated with each work order

having ten (10) or more joint use pole replacements. This will apply only in those areas listed in **Article V**, below.

## V. Municipalities Effected{tc \l2 "Municipalities Effected}

Indicated below are the municipalities currently within CV maintenance areas in which NET will assume pole placing responsibility in accordance with Items III and IV of this procedure.

St. Johnsbury District

Granby
Victory
Kirby
Waterford
Danville
St. Johnsbury (entire area)

St. Albans District

St. Albans (entire area)
Fairfax
Milton
Fairfield

Randolph District

Braintree
Brookfield
Granville
Randolph
Roxbury
Tunbridge

Bradford District

Bradford
Newbury
West Fairlee

Poultney District

Fair Haven
Middletown
Poultney
West Haven

Bennington District

Bennington (entire area)
Glastenbury

Manchester (entire area)
Shaftsbury
Sunderland
Winhall
Woodford

Ascutney District
Windsor (entire area)

## VI. Purchase of Poles{tc \l2 "Purchase of Poles}

In those areas currently maintained by CV where NET will assume pole placing responsibility in accordance with Items III and IV of this agreement, the following guideline will apply.

A. On an individual line basis both Companies will evaluate the feasibility of NET purchasing ownership in existing poles with the intent being that it would become sole owner of the line on which pole placement or replacement work is being performed.

This arrangement would be considered only where relatively few poles would have to be purchased for NET to become the sole owner of the entire joint use line. The final determination on the purchase of existing poles with the intent of making the NET sole owner of the line will be the responsibility of the Joint Lines Coordinator for CV and the NET Engineering Manager responsible for the work order.

It is further agreed that either Company can veto a proposed purchase or sale agreement as proposed in this item. The sale of poles under this article would be at the flat rate cost less depreciation.

VII. **Joint Trimming**{tc \l2 "**Joint Trimming**}

Required joint trimming will be performed by the Company placing or replacing the poles. The division of cost for joint trimming will be in accordance with the then current Intercompany Operating Procedure on Joint Trimming.

**VIII. Maintenance Responsibilities**{tc \l2 "**Maintenance Responsibilities**}

CV will continue to be responsible for the routine replacement of poles within its maintenance areas including those areas listed in Article V above. However, when CV replaces a pole in a line constructed and owned by NET in accordance with this IOP, it may request NET to purchase interest in such pole at the then current full flat rate.

IX. **Right of Way Acquisition**{tc \l2 "**Right of Way Acquisition**}

In those areas which are currently within CV's maintenance jurisdictions where NET will be placing and/or replacing poles in accordance with Items III and IV of this procedure, CV shall obtain and bear the entire cost of easement acquisition for poles to be set by NET in accordance with this IOP. where NET would normally obtain only a verbal permit. All State, Municipal and City petitioning in accordance with this item shall be performed by NET.

X. **Engineering of Line Extensions**{tc \l2 "**Engineering of Line Extensions**}

Where NET will be placing poles in CV maintenance areas in accordance with this IOP CV will provide, at no cost to NET, a detailed staking plan of the proposed line extension in accordance with the practice now in effect.

XI. **Anchors**{tc \l2 " **Anchors**}

Joint use anchors, associated with any poles that are to be placed or replaced by NET under this IOP, shall be placed and owned by NET.

XII. **Tracking Ownership Parity**{tc \l2 "**Tracking Ownership Parity**}

Each Company will track the change in pole ownership levels for both Companies on a municipal basis.

This information will be maintained by NETs' Light Notice Administrator and CV's Joint Lines Coordinator.

XIII. **General Items**{tc \l2 "**General Items**}

A. The above procedure may be reviewed at the end of each calendar year to determine the appropriateness of extending it for the ensuing year.

B. This agreement will remain in effect until parity of pole ownership is reached or until termination is mutually agreed to by the Companies.

C. This procedure will apply on line extensions only when both Companies receive a customer request for service.

D. NET will be cognizant of and responsive to the service date for customer line extension requests.

E. If NET cannot build a line extension that is covered by this IOP within what is deemed a reasonable time frame, CV may exercise the option of placing and owning the poles as per the existing agreement.

F. This procedure does not supersede or change in any way the articles contained in the Agreement or any future agreement between the two Companies.

APPROVED:
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

By C. P.
Division Staff Mgr. -Customer Svcs.

Date May 6, 1982

APPROVED:
CENTRAL VERMONT PUBLIC SERVICE CORPORATION AND CONNECTICUT VALLEY ELECTRIC COMPANY, INC.

By Daren R. McLeod
Vice President-Engineering Power Operations

Date May 28, 1982

**INTERCOMPANY OPERATING PROCEDURE #14**
CENTRAL VERMONT PUBLIC SERVICE CORPORATION
AND
CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
(COLLECTIVELY CALLED "CV")
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY ("NET")

**JOINT USE OF CUSTOMER OWNED POLES (IOP#14){tc \l1 "JOINT USE OF CUSTOMER OWNED POLES (IOP#14)}**

EFFECTIVE **September 1, 1984**

This Intercompany Operating Procedure ("IOP") implements that certain Joint Use Agreement (the "Agreement") entered by and between the parties on **August 4, 1972** pursuant to Article XIII thereof. All terms used herein shall have the same meaning as in the Agreement.

**Objective**

This Intercompany Operating Procedure is being issued to establish a procedure whereby customer owned poles can be utilized by the Power Company and the Telephone Company for joint use purposes.

**Description of Poles Covered{tc \l2 "Description of Poles Covered}**

1) This procedure covers pole structures which become property of the customer under currently enacted special rates offered by the Power Company.

2) This procedure covers pole structures which could become property of the customer under approved tariffs filed by the Power Company.

3) Special rates shall constitute approved tariffs filed by the Power Company whereby the customer receives a reduced rate for utility service in exchange for purchasing utility poles and/or circuitry.

**Pole Plant Located Within Public Highway Limits{tc \l2 "Pole Plant Located Within Public Highway Limits}**

1) Power Company and/or Telephone Company is Owner of the Pole:
Joint use or ownership poles will not be offered for sale to the customer nor will any customer owned apparatus be permitted on the joint use pole.

When special rates are offered to the customer by the Power Company, it will be the customer's responsibility to install poles and/or apparatus separate from existing joint plant and secure all easements and permits necessary for the placement of poles and/or apparatus.

**Pole Plant Located on Private Property{tc \l2 "Pole Plant Located on Private Property}**

1) Power Company is the Owner of the Pole:

A) The customer would be allowed to enter into an agreement for special rates offered by the Power Company which would include purchasing pole plant and associated apparatus or circuitry under the following conditions:

1) The Power Company would be required to provide 30 days written notification to the Telephone Company of its intent to sell the pole or poles and apparatus to the customer via Form 601 Light Notice.

2) The Power Company would also be required to prepare and have executed a Three-Party Contract (Attached as Appendix A) which would cover the continued joint use of the pole by the Telephone Company in accordance with the contract contained in this procedure. It would be the Power Company's responsibility to obtain approval from the customer and the Telephone Company relative to the Three-Party Contract. If any party of the three parties decline approval of the Three-Party Contract, the customer would not be offered the special rate unless other arrangements are made independent of the joint use pole.

2) **Telephone Company Is the Owner of the Pole{tc \l2 "Telephone Company Is the Owner of the Pole}**

A) The customer would be allowed to enter into an agreement offered by the Power Company which would include purchasing pole plant and associated apparatus circuitry only under the following conditions:

1) Under this condition the Power Company would be required to provide 15 days written notification to the Telephone Company via Form 601 Light Notice of its intent to sell the pole and circuitry to the customer. The Telephone Company would have 15 days to approve or decline the light notice.

2) If the Telephone Company approved the application, ownership of the pole or poles would be transferred from the Telephone Company to the Power Company at the rate contained in the Flat Rate Billing Schedule in effect at the time of the sale.

3) The Power Company would also be required to prepare and execute a Three-Party Contract which would cover the continued joint use of the pole by the Telephone Company in accordance with the contract contained in Appendix A of this procedure. Under this item, it would be the Power Company's responsibility to obtain approval from the customer and the Telephone Company relative to the Three-Party Contract. If any party of the three parties decline approval of the Three-Party Contract, the customer would not be offered the special rate unless other arrangements are made independent of the joint use pole.

4) If the Telephone Company declined the light notice application, the customer would not be offered the special electric rate unless other arrangements are made independent of the joint use plant.

3) **The Telephone Company and Power Company are Joint Owners of the Pole {tc \l2 "The Telephone Company and Power Company are Joint Owners of the Pole}**

A) The customer would be allowed to enter into an agreement for special rates offered by the Power Company which would include purchasing pole plant and associated apparatus or circuitry under the following conditions:

1) The utility company offering the special rate to the customer will provide 15 days written notification to the other utility party occupying the pole of its intent to sell the pole or poles and apparatus to the customer via Form 605 Light Notice. The party receiving he light notice will have 15 days to approve or decline the light notice application.

2) If the light notice is approved by the receiving party, the remaining half ownership of the pole or poles and/or apparatus would be transferred from the party approving the light notice to the party offering the special rate to the customer.

3) The utility party initiating the special rate would then sell the pole or poles and /or associated apparatus or circuitry to the customer and would also have prepared and executed the Three-Party Contract which would cover the continued joint use by the other utility party of the poles. It would be the responsibility of the party initiating the special rte action to obtain approval from the customer, the Telephone Company and the Power Company relative to the Three-Party Contract. If any party of the three parties decline approval of the Three-Party Contract, the customer would not be offered the special rate unless other arrangements are made independent of the joint owned pole..

4) If the party receiving the light notice declined the light notice application the customer would not be offered the special utility rate unless other arrangements are made independent of the joint owned plant.

**Maintenance{tc \l2 "Maintenance}**

1) The maintenance of customer owned poles an apparatus will be the responsibility of the customer as specified in the Three-Party Contract. The customer owned pole or poles, including proper separations and clearances of any associated customer owned circuitry will be maintained in accordance with the latest edition of the **National Electrical Safety Code**.

**General Items{tc \l2 "General Items}**

1) If the pole or poles are to be sold to the customer under this procedure where three utility parties are attached to the pole, a Four-Party Contract would be initiated by the utility offering the special rate (See attached **Appendix B**).

2) The Joint Use Agreements between the parties dated August 4, 1972, August 1, 1973 and the Joint Ownership Agreement between the parties dated November 1, 1980 remains unaltered.

3) This Intercompany Operating Procedure cancels and supersedes previously issued Intercompany Operating Procedure #13 executed on September 21, 1983 by Central Vermont Public Service Corporation and executed on October 7, 1983 by New England Telephone Company.

APPROVED:
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

By Judith MacClellan
Division Staff Mgr. -Customer Svcs.

Date July 26, 1984

APPROVED:
CENTRAL VERMONT PUBLIC SERVICE CORPORATION AND CONNECTICUT VALLEY ELECTRIC COMPANY, INC.

By Daren R. McLeod
Vice President-Engineering Power Operations

Date June 28,1984

**INTERCOMPANY OPERATING PROCEDURE #15**

CENTRAL VERMONT PUBLIC SERVICE CORPORATION
AND
CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
(COLLECTIVELY CALLED "CV")
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY ("NET")

**JOINT CONSTRUCTION TRIMMING(IOP#15){tc \l1 "JOINT CONSTRUCTION TRIMMING(IOP#15)}**

EFFECTIVE **May 18, 1990**

This Intercompany Operating Procedure ("IOP") implements that certain Joint Use Agreement (the "Agreement") entered by and between the parties on **August 4, 1972** pursuant to Article XIII thereof. All terms used herein shall have the same meaning as in the Agreement.

1. This IOP cancels and supersedes the IOP on Joint Trimming between the two Companies, having an effective date June 1, 1973 and establishes the method of allocating the cost of construction trimming.

2. **Construction Trimming**{tc \l2 "**Construction Trimming**}

   A. Initial Trimming will be performed under one of the following two categories:

      1. **Roadside{tc \l3 "Roadside}**, i.e. those locations where the pole setting can be done with equipment that is being operated on a public or private traveled way, as illustrated in Drawing I.

      2. **Off Road{tc \l3 "Off Road},** i.e. those locations on a right-of-way where the pole setting equipment must operate within the right-of-way, as illustrated in Drawing II.

   B. Arrangements for joint trimming will normally be made by the Company constructing the line.

   C. All trimming shall be performed in accordance with the specifications depicted in Drawings I and II depending on the swath width request by CV. Where the requirements of a property owner prohibit the cutting of a particular tree in accordance with these specifications, dimensions can be reduced to meet those depicted in Drawing III. If the dimensions specified in Drawing III

still can not be met, field personnel can agree to a mutually satisfactory alternative.

D. The cost of trimming in connection with increased pole height, at the time of replacement, shall be borne as follows:

1.Mutual Benefit Replacement - Power Company - 50%
Telephone Company - 50%

2. Sole Benefit Replacement - Full cost to be borne by the party for whose benefit the pole is replaced. This will apply only where one company requires excess pole height on a pole taller than 40'.

E. **Heavy storm work{tc \l3 "Heavy storm work},** such as hurricanes and ice storms, will be handled jointly by the Companies. 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 Company will participate, not withstanding any participation by other parties.

It is not the intent of this paragraph to assume the cost responsibilities that should be borne by the Town and/or Municipality to provide access to restoration areas.

3. **Administration**
{tc \l2 "**Administration}**

A. Each Company will annually furnish the other Company with a list of its approved trimming contractors.

B. For work done by mutually approved contractors, the contractor will bill each Company separately for its share of the trimming cost. Bills rendered by the contractor to each Company will show the total cost of the job and the percentage and cost billed to the other Company.

C. For work done by a contractor that is not on both Companies list of approved contractors, the constructing Company will pay the full cost of the trimming bill and then bill the other Company its share of the total cost. Such bill shall be accompanied by a copy of the contractor's bill.

D. Full cost of any uncoordinated trimming shall be borne by the Company that arranged for same. This section will not conflict with the other IOP.

E. Where NET's share of the trimming cost exceeds $5,000.00, bids must be solicited from three approved contractors.
Example:

Assume 50/50 Cost Sharing
Total Cost $3,000
Tel. Co. share $1,500.00
Solicited bids not required

Assume 50/50 Cost Sharing
Total Cost $11,000
Tel. Co. share $5,500.00
Solicited bids required

APPROVED:
NEW ENGLAND TELEPHONE AND
VERMONT PUBLIC SERVICE TELEGRAPH COMPANY
CORPORATION AND CONNECTICUT VALLEY

By **CSB**

Director Facility Development

Date **March 6, 1990**

APPROVED:
CENTRAL
ELECTRIC COMPANY, INC.

By **R. De re Stein**

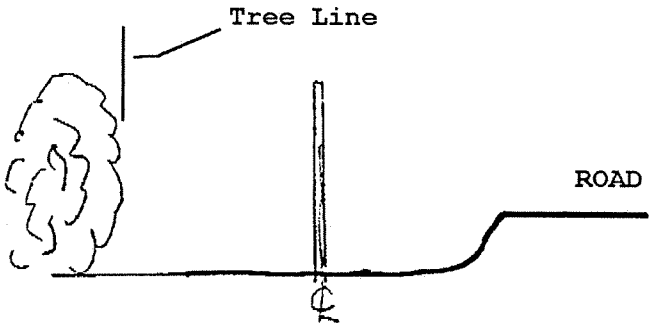
Vice President - Energy
Supply Planning And
Engineering

Date **March 28, 1990**

## ING I

ROAD SIDE

Poles located at the travelled way, either highway or private way.



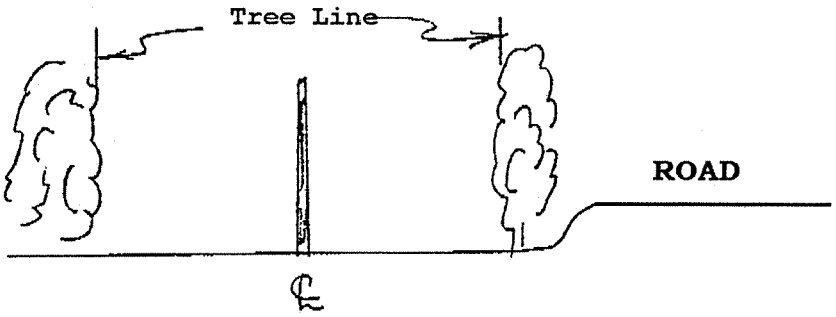

| | | |
|---|---|---|
| ← 10' → | Entire Distance | * CV pays 65%<br>NET pays 35% |
| ← 15' → | | * CV pays 80%<br>NET pays 20% |

hould CV agree that NET's specification of five foot either side and five foot over is acceptable

* CV pays 50%
NET pays 50%

## RAWING II

FF ROAD/ADJACENT TO ROAD




| | | |
|---|---|---|
| ← 10' → | ← 10' → | * CV pays 65%<br>NET pays 35% |
| ← 15' → | ← 15' → | * CV pays 80%<br>NET pays 20% |

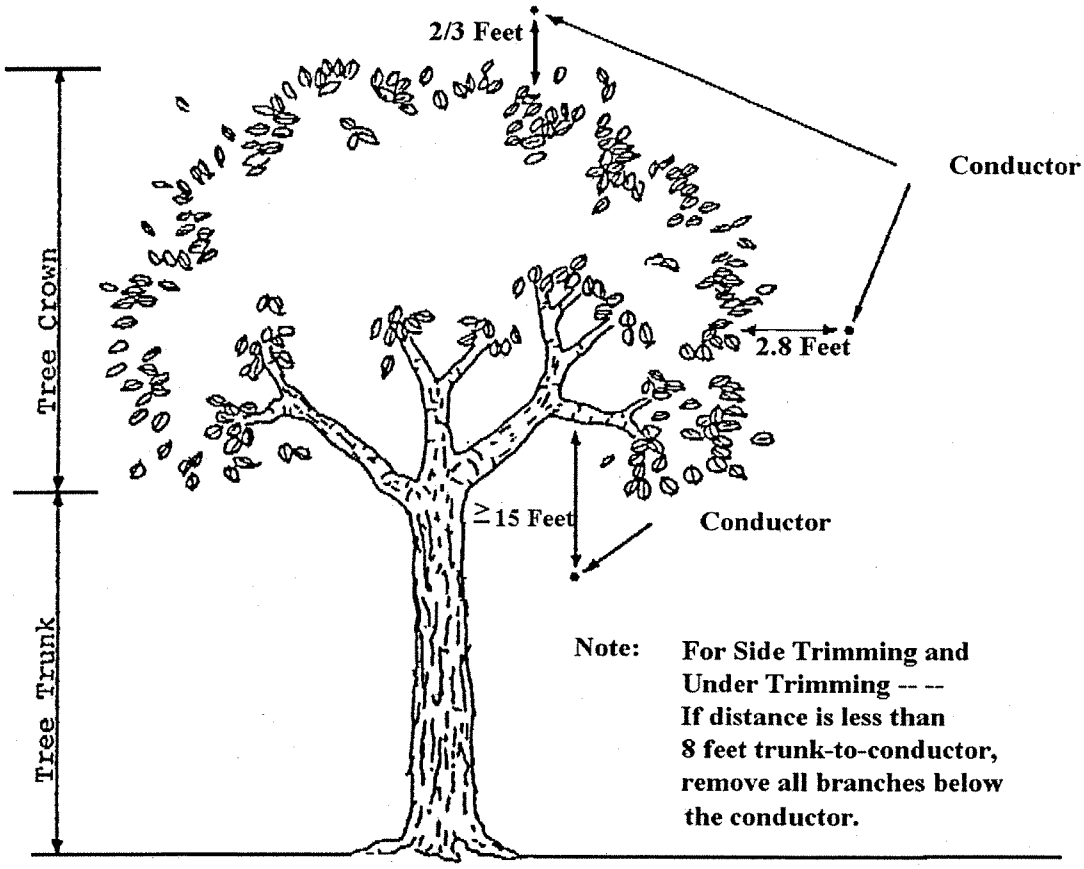
Should CV agree that NET's specification of five foot either side and five foot over is acceptable

* CV pays 50%
NET pays 50%

*These percentages apply only when CV requests the additional swath widths.

NOTE: Cost of removals requiring a crane shall be borne equally.

**DRAWING III**


2/3 Feet
Conductor
Tree Crown
2.8 Feet
≥15 Feet
Conductor
Tree Trunk
Note: For Side Trimming and Under Trimming -- -- If distance is less than 8 feet trunk-to-conductor, remove all branches below the conductor.

INTERCOMPANY OPERATING PROCEDURE #16

CENTRAL VERMONT PUBLIC SERVICE CORPORATION
AND
CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
(COLLECTIVELY CALLED "CV")
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

**PLACEMENT OF 100% ANCHORS**(IOP#16){tc \l1 "**PLACEMENT OF 100% ANCHORS**(IOP#16)}

EFFECTIVE September 1, 1987

This Intercompany Operating Procedure implements that certain Joint Use Agreement (the "Agreement") entered by andbetween the parties on August 4, 1972 pursuant to Article XIII thereof. All terms herein shall have the same meaning as in the Agreement.

Where the Telephone Company is doing pole work on jointly used poles and telephone construction does not require guying but power construction does, the Telephone Company will not place anchors or guys except:

> By agreement in advance the Telephone Company may agree to place the anchors and/or guys for the Power Company and bill the Power Company 100% **Flat Rate.**

This is to save the Power Company a trip with a heavy construction crew and truck to perhaps place only one or two anchors at a remote location.

APPROVED:
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

By Judith MacClellan
Division Staff Mgr. -Customer Svcs.

Date July 15,1987

APPROVED:
CENTRAL VERMONT PUBLIC SERVICE CORPORATION AND CONNECTICUT VALLEY ELECTRIC COMPANY, INC.

By Daren R. McLeod
Vice President-Engineering Power Operations

Date June 29,1987

SUBJECT: **Billing for Damage to Telephone Plant with Central Vermont Public Service Corporation{tc \l1 "Billing for Damage to Telephone Plant with Central Vermont Public Service Corporation}**

February 11, 1965

It was recently agreed that the ownership of pole jointly used by New England Telephone and Telegraph Company and the Central Vermont Public Service Corporation in the State of Vermont would be determined according to townships. When new poles are added to existing poles replaced, they will be set and owned by the company having custody of the particular township. However, it is not intended to change the ownership of existing poles until they are replaced.

When existing poles are replaced due to damage by outside parties, special consideration must apply. The following procedure should be followed until such time Accounting Instruction 51D (AG11.905, IssueB) is modified.

Proposed Procedure The custodian will replace the damaged pole and transfer its attachments. The bill rendered to the damager will consist of the actual cost of transfers and repairs.

The present owner of the damaged pole will remove the existing pole and transfer its attachments. The bill rendered to the damager will consist of the actual cost of removing the damaged pole and costs of transfers, repairs and the remaining value of the old pole.

Remaining value represents the percentage of life remaining in the damaged pole applied to its reproduction cost.

This proposal has the concurrence of Central Vermont Public Service Corporation

INTERCOMPANY OPERATING PROCEDURE #18

CENTRAL VERMONT PUBLIC SERVICE CORPORATION
AND
CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
(COLLECTIVELY CALLED "CV")
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

**JOINT FIELD CHECK OF JOINTLY USED POLES (IOP#18){tc \l1 "JOINT FIELD CHECK OF JOINTLY USED POLES (IOP#18)}**

EFFECTIVE September 1, 1987

This Intercompany Operating Procedure implements that certain Joint Use Agreement (the "Agreement") entered by andbetween the parties on August 4, 1972 pursuant to Article XIII thereof. All terms herein shall have the same meaning as in the Agreement.

It is desirable that a periodic field check be made of a representative number of jointly-used poles by representatives of both companies.

Until such time as both companies are satisfied that a firm base figure has been established which accurately reflects the number of poles owned and jointly used by each company the following procedure will be in effect:

Approximately 20% of the operating area will be jointly field checked each year.

The above will not preclude the use of sampling techniques to determine pole counts if mutually agreed.

APPROVED:
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

By Judith MacClellan
Division Staff Mgr. -Customer Svcs.

Date July 15,1987

APPROVED:
CENTRAL VERMONT PUBLIC SERVICE CORPORATION AND CONNECTICUT VALLEY ELECTRIC COMPANY, INC.

By Daren R. McLeod
Vice President-Engineering Power Operations

Date June 29,1987

INTERCOMPANY OPERATING PROCEDURE #20

CENTRAL VERMONT PUBLIC SERVICE CORPORATION
AND
CONNECTICUT VALLEY ELECTRIC COMPANY, INC.
(COLLECTIVELY CALLED "CV")
AND
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

**PROCEDURE FOR LINE CONSTRUCTED BY NONMAINTAINING PARTY(IOP#20){tc \l1 "PROCEDURE FOR LINE CONSTRUCTED BY NONMAINTAINING PARTY(IOP#20)}**

EFFECTIVE September 1, 1987

This Intercompany Operating Procedure implements that certain Joint Use Agreement (the "Agreement") entered by andbetween the parties on August 4, 1972 pursuant to Article XIII thereof. All terms herein shall have the same meaning as in the Agreement.

In those cases where one Company is requested to build a joint use line in its maintenance are, but does not construct if for some reasons and the nonmaintaining Company does build the line, if the maintaining Company placed attachments on the poles withing three (3) years it shall purchase full interest in the line from the nonmaintaining Company. The purchase price will be based on the actual cost of the line less depreciation or the flat rate cost of the line less depreciation whichever is the greater.

After three (3) years, only the flat rate cost less depreciation will apply.

APPROVED:
NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

By Judith MacClellan
Division Staff Mgr. -Customer Svcs.

Date July 15,1987

APPROVED:
CENTRAL VERMONT PUBLIC SERVICE CORPORATION AND CONNECTICUT VALLEY ELECTRIC COMPANY, INC.

By Daren R. McLeod
Vice President-Engineering Power Operations

Date June 29,1987

**MEMORANDUM OF AGREEMENT**{tc \l1 "**MEMORANDUM OF AGREEMENT**} made this 15th day of July, 1991 by and between New England Telephone and Telegraph Company and Central Vermont Public Service Corporation, corporations duly organized according to law.

WHEREAS, the parties hereto have entered into an Agreement dated August 4, 1972 covering the joint use of poles in the areas in which both of the parties render service in the State of Vermont, and

WHEREAS, it is desired to change the rentals payable under said Agreement.

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

1. Notwithstanding anything to the contrary in said Agreement dated August 4, 1972, paragraph (a) under Article XIV of said Agreement entitled **RENTALS**{tc \l2 "**RENTALS**} is hereby amended so that it will read:

   (2) Except as provided in Section (b) of this Article, the rentals due from either party to the other, shall be based on the equitable sharing of the economies of joint use and shall be computed at the rate of $19.64 per annum to be paid by the Electric Company for each jointly used pole owned by the Telephone Company and $19.64 per annum to be paid by the Telephone Company for each jointly used pole owned by the Electric Company.

2. This adjustment is to become effective January 1, 1992.

3. In all other respects, said Agreement is continued unaltered.

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

NEW ENGLAND TELEPHONE AND TELEGRAPH COMPANY

BY John M. De Shaw
Director Engineering & Provisioning

CENTRAL VERMONT PUBLIC SERVICE CORPORATION AND
CONNECTICUT VALLEY ELECTRIC COMPANY

BY R de Re Stein
Vice President Energy Supply Planning
and Engineering