

**Public Service of New Hampshire d/b/a Eversource Energy
Docket No. DE 21-020**

Date Request Received: 04/12/2021

Date of Response: 04/28/2021

Request No. NECTA 1-006

Page 1 of 1

Request from: New England Cable and Telecommunications

Witness: Douglas P. Horton, Erica L. Menard

Request:

Referencing page 7, lines 6-11 of the Direct Testimony of Horton/Menard, please:

- (a) State the Eversource and Consolidated pole attachment rates currently in effect for attachments on jointly and solely owned poles.
- (b) For a pole jointly owned by Eversource and Consolidated, please confirm that each pole owner currently invoices at its respective jointly owned rate;
- (c) State the rate that Eversource will invoice after the transaction closes for (i) Transferred Poles that were previously jointly owned; (ii) Transferred Poles that were previously solely owned by Consolidated; and (iii) Transferred Poles listed as JU on Consolidated's invoices.
- (d) For the rates identified in response to (c), above, please explain how the rates were computed.

Response:

- (a) Eversource's current 2021 pole attachment rates are \$13.50 for a solely owned pole and \$6.75 for a jointly owned pole. Consolidated's current 2021 pole attachment rates are \$11.67 for a solely owned pole and \$6.84 for a jointly owned pole.
- (b) All jointly owned pole attachments are invoiced at each company's respective jointly owned pole attachment rate.
- (c) Please see the response to NECTA 1-026. Attachments on poles that were previously jointly owned with Consolidated will be billed the Eversource jointly owned rate and the Consolidated jointly owned rate. Attachments on poles that were previously solely owned by Consolidated will continue to be billed the Consolidated solely owned pole attachment rate. Attachments on poles listed as JU on Consolidated's invoices will continue to be billed the \$6.84 rate. This is consistent with the method and manner in which rates are charged to attachers today. As described in testimony at the referenced location, the pole attachment agreements currently in effect will transfer to Eversource upon closing of the transaction, including the rates currently authorized under those agreements. Rates would only change under those agreements in the manner in which those agreements prescribe. Any change to rates would occur in the future and follow the terms of the contracts in effect, as is the case today.
- (d) Eversource's rates were calculated using the Unified Pole Rent formula which can be located in docket DT 12-084. Please see the Company's response to STAFF-028 for an explanation of how Consolidated's pole attachment rates were calculated.

Public Service of New Hampshire d/b/a Eversource Energy
Docket No. DE 21-020

Date Request Received: 04/12/2021

Date of Response: 04/26/2021

Request No. NECTA 1-009

Page 1 of 1

Request from: New England Cable and Telecommunications

Witness: Lee G. Lajoie

Request:

Please provide a copy of the Joint Use Ownership Agreement between Consolidated and Eversource.

Response:

See attachment NECTA 1-009

JOINT USE/OWNERSHIP AGREEMENT

DATED: September 1, 2011

BETWEEN

NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC
D/B/A FAIRPOINT COMMUNICATIONS – NNE

AND

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

TABLE OF CONTENTS

<u>Article 1</u>	-	<u>Scope of Agreement</u>
<u>Article 2</u>	-	<u>Permission for Joint Use</u>
<u>Article 3</u>	-	<u>Rights and Obligations: IOP's</u>
<u>Article 4</u>	-	<u>Sole Agreement</u>
<u>Article 5</u>	-	<u>Constructions Standards</u>
<u>Article 6</u>	-	<u>Municipal Space</u>
<u>Article 7</u>	-	<u>Attachments</u>
<u>Article 8</u>	-	<u>Electrical Interference</u>
<u>Article 9</u>	-	<u>Work Responsibility</u>
<u>Article 10</u>	-	<u>Payment of Taxes</u>
<u>Article 11</u>	-	<u>Bills and Payment for Work</u>
<u>Article 12</u>	-	<u>Existing Rights of Other Parties</u>
<u>Article 13</u>	-	<u>Assignment of Rights</u>
<u>Article 14</u>	-	<u>Liability for Damages</u>
<u>Article 15</u>	-	<u>Liability and Damages Jointly Owned but not Jointly Used</u>
<u>Article 16</u>	-	<u>Contractors Engaged by Either Party</u>
<u>Article 17</u>	-	<u>Default</u>
<u>Article 18</u>	-	<u>Term of Agreement</u>
<u>Article 19</u>	-	<u>Waiver of Portions of Agreement</u>
<u>Article 20</u>	-	<u>Ownership of Poles, Guys and Anchors</u>
<u>Article 21</u>	-	<u>Cancellation of Existing Agreement</u>
<u>Article 22</u>	-	<u>Establishing Joint Use</u>
<u>Article 23</u>	-	<u>Rentals</u>
<u>Article 24</u>	-	<u>Notices; Designated Representatives</u>

IA-3

AGREEMENT

This AGREEMENT, made this 1st day of September, 2011, between NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC, d/b/a FAIRPOINT COMMUNICATIONS – NNE, a limited liability company organized and existing under the laws of the State of Delaware, having its principal office at 521 East Morehead Street, Suite 250, Charlotte, North Carolina 28202 (“FairPoint”), and PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE, organized and existing under the laws of the State of New Hampshire, having its principal office at 780 North Commercial Street, Manchester, New Hampshire 03101 hereinafter sometimes called “the parties”

WITNESSETH THAT:

WHEREAS, the parties desire to provide for the joint use/ownership of the poles and anchors when and where such joint use/ownership will be of mutual advantage;

NOW THEREFORE, in consideration of the premises and the mutual agreements herein contained, the parties do, for themselves, and their successors and assigns, mutually covenant and agree as follows:

- | | |
|-------------------------------|--|
| Scope of Agreement | Article 1. This Agreement shall be in effect in the areas in the State of New Hampshire in which both parties have the right to operate on the effective date hereof and thereafter. |
| Permission for and Joint Use | Article 2. Each party permits the joint use/ownership of any of its poles anchors now standing or hereafter erected within said areas to the extent that this Agreement, under the terms and conditions of this Agreement and of Intercompany Operating Procedures adopted pursuant to this Agreement, except that each party reserves the right to exclude from joint use/ownership poles and anchors which are, in its judgment, necessary for its sole use or its use together with attachments of municipalities or other third parties referred to in Article 4. |
| Rights and Obligations: IOP's | Article 3. To carry out the purpose of this Agreement to facilitate the joint use/ownership of poles, the Agreement set forth the rights and obligations of the parties with respect to such use, including without limitation their rights and obligations with respect to the following matters:
<ul style="list-style-type: none">A. Allocation of ownership and allocation of spaceB. Division of costs and expensesC. Acquisition of joint ownershipD. Construction standardsE. Performance of workF. Payment and billing |

- G. Custody and maintenance areas
- H. Changes in character of circuits
- I. Termination of joint ownership
- J. Administration of Agreement

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

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

Sole
Agreement

Article 4. This Agreement and the IOP's constitute the entire agreement between the parties respecting joint ownership and use of poles and anchors; provided however, the parties have jointly or separately contracted and may in the future jointly or separately contract with third-party cable television companies, competitive local exchange carriers ("CLECS") or other telecommunications service providers, governmental entities and other companies as required or permitted by law for the joint use of, or the use of space on, poles covered by this Agreement and nothing herein contained is intended to prevent such third-party contracts.

Construction
Standards

Article 5. Construction and maintenance of all poles, guys and anchors and of all attachments of both parties under this Agreement shall conform to the applicable provisions of the latest edition of the National Electrical Safety Code and to all applicable governmental requirements.

Municipal
Space
Attachments

Article 6. Upon each of the poles covered by this Agreement, and located or to be located within a municipal public road or highway, municipal space on the pole shall be provided as required in the pole license issued by the municipality and the pole attachment agreement entered into between the pole owner and municipality.

Attachments

Article 7. When temporary construction on jointly owned poles does not conform to the requirements of Article 5 and its unsafe or restrictive to one of the parties, the parties will cooperate in correcting the unsafe or restrictive conditions. Irrespective of which party may be financially responsible for the costs of any transfer or rearrangement of any attachments, each party, through its own personnel or through its agents or

contractors, shall place, maintain, rearrange and transfer its own attachments.

Electrical
Interference

Article 8. Each party shall so construct, operate and maintain its facilities that electrical interference with the facilities of the other is avoided or minimal and shall, at its own expense, correct any such electrical interference caused by its facilities which is more than minimal, when it occurs.

Work
Responsibility

Article 9. The work of installation, replacement, relocation or removal of new or existing jointly owned poles, guys and anchors shall be divided equitably between the parties. The division of this work shall be by the establishment of maintenance areas in which one party or the other is assigned the responsibility for such work.

Payment of
Taxes

Article 10. Each party shall be responsible for payment of a portion of the taxes and other governmental charges relating to the jointly-owned property covered by this Agreement in proportion to its ownership thereof, except that any such taxes or charges imposed upon the property solely because of the ownership or use of that property by only one of the parties shall be paid by that party.

Bills and Payment
for Work

Article 11. Within 60 days after the completion by one party of work for which the other party is to be partially or wholly responsible financially, the party that did the work shall render to the other party an itemized statement of charges showing the cost of the work, and if found to be correct, the charges shall be promptly paid.

Existing Rights of
Other Parties

Article 12. If either of the parties hereto has, prior to the execution of the Agreement, conferred upon others, not parties to the Agreement, by contract or otherwise, rights in or privileges to use any poles covered by this Agreement, nothing herein contained shall be construed as affecting said rights or privileges, and either party hereto shall have the right, by contract or otherwise, to continue and extend such existing rights, or privileges; it being expressly understood, however, that for the purpose of this Agreement, the attachments of any such outside party shall be treated as attachments belonging to the grantor, and the rights, obligations and liabilities hereunder of the grantor in respect to such attachments shall be the same as if it were the actual owner thereof. Attachments made by third parties under community antenna TV contracts or under other contracts executed by both parties to this Agreement, and fire and police signal attachments of municipalities or other public authorities, shall not be considered to be covered by this Article.

Assignment of
Rights

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

Liability for
Damages

Article 14. Whenever any liability is incurred by either of the parties or both for damages resulting from injury to the employees or for damage to the property of either party, or for injuries to other persons or property, arising out of the joint use/ownership of poles, anchors or guys whether or not jointly owned, or due to the proximity of the wires and fixtures of the parties attached to jointly used poles, anchors, or guys, the liability for such damage, as between the parties hereto, shall be as follows:

- (a) Each party shall be liable for injuries to persons other than its own employees or for damage to property other than its own caused in whole or in part by its negligence, or by its failure to comply at any time with the specifications referred to in Article 5 of this Agreement, or by its failure to perform its obligations hereunder, when so caused without any negligence or any such failure by the other party. The party that is liable agrees to indemnify, hold harmless and defend the other party on account thereof.

I-A-7

- (b) Each party shall be liable for all damages for injuries to its employees or damage to its property caused solely by its negligence or by its failure to comply with the specifications referred to in Article 5 of this Agreement or by its failure to perform its obligations hereunder or caused by the concurrent negligence or failure of both parties and agrees to indemnify, save harmless and defend the other party on account thereof. When either party hereto, or its insurer, shall make any payments to an employee or to his relatives or representatives on account of an injury caused in a manner described in this Article, in conformity with (1) the provisions of any workmen's compensation act or any act creating a liability in the employer to pay compensation for personal injury to an employee by accident arising out of or in the course of the employment whether based on negligence on the part of the employer or not or (2) any plan for employee's disability benefits or death benefits now established or hereafter adopted by the parties hereto or either of them, such payments shall be construed to be damages within the terms of this paragraph.
- (c) In the case of damages resulting from injuries to persons other than employees of either party, or from damage to property not belonging to either party that are caused in part by each party, whether through such party's negligence or through its failure to comply with the specifications referred to in Article 5 of this Agreement or by its failure to perform its obligations hereunder or are due to causes which cannot be traced solely to the sole negligence of one party or failure of one party to comply with said specifications or perform its obligations hereunder, each party shall be liable for said damages in proportion to the amount of negligence attributable to it and each party shall indemnify, hold harmless and defend the other party for its proportionate share of said damages.
- (d) Where the claimant desires to settle any such claim upon terms acceptable to one of the parties hereto but not to the other, the party to which said terms are acceptable may, at its election pay to the other party one-half (1/2) of the expense which such settlement would involve and thereupon said other party shall be bound to indemnify, save harmless and defend the party making such payment from all further liability and expense on account of such claim or in any way connected herewith.

Where a jointly used pole is to be replaced or abandoned and one of the parties has removed all its construction from the old pole, it shall notify the other party thereof in writing. If the other party fails to remove its attachments from the old pole or fails to remove the old pole within sixty (60) days from the receipt of such notice, it shall become solely

I-A-8

responsible for said pole, and shall be solely liable for injury to persons not in the employ of either of the parties hereto, or of their contractors, and for damage to property not belonging to either of the parties hereto, if such injury of damage occurs after the end of the 60 days.

Liability and Damages Jointly Owned but not Jointly Used

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

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

Contractors Engaged By Either Party

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

Default

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

Term of Agreement

Article 18. This Agreement shall take effect upon the day and year first above written and shall be in effect for an initial period of two years from the effective date and shall continue thereafter until terminated by either party by giving not less than one year's notice in writing to the other party, provided however, that the provision of this Agreement relating to poles jointly owned shall nevertheless continue in full force and effect as to such poles until joint ownership thereof is terminated.

Waiver of Portions of Agreement

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

Ownership of Poles, Guys and Anchors

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

- (a) With respect to any existing pole that the parties have installed prior to the effective date hereof and determined is to be jointly owned, but for which the addendum has not been completely processed, title shall pass, or be considered to have passed, upon payment of the bill relating to the pole.
- (b) With respect to poles that are installed after the effective date of this Agreement and that the parties shall have determined are to be jointly owned, title shall pass upon the completion of the work of setting the pole in place.
- (c) With respect to solely-owned poles that are now in existence or that are installed in the future and are subsequently determined should be jointly owned, title shall pass upon payment of the bill.
- (d) With respect to poles that were previously jointly owned by one of the parties hereto and a third party whose interest has been acquired by the other party hereto, and that are not covered by any addendum between the parties hereto, it is hereby agreed that each party has held and now holds a one-half undivided interest therein as tenant in common.
- (e) With respect to jointly owned poles that one party desires to abandon pursuant to this Agreement, title shall pass from the party terminating its interest to the remaining party upon the completion of the removal of all the attachments of the party that is terminating its ownership.
- (f) When a pole is removed from service and both parties have determined to abandon it, the last party to remove its attachments shall sell or otherwise dispose of the pole and for that purpose each party hereby grants to the other the right to convey its interest to any third party or parties.
- (g) Reference to "poles" in this Article 20 shall be considered to include both poles and anchors.

Cancellation of
Existing Agreement

Article 21. The Agreement dated October 15, 1976, between the parties including supplements and amendments thereto, relating to jointly owned and jointly used poles, guys, and anchors heretofore entered into between the parties to this Agreement within the territory covered by this Agreement is hereby terminated as of the effective date of this Agreement except as to liabilities already accrued and all of the poles covered under that agreement are hereby brought under this Agreement and hereafter shall be subject to the terms and conditions hereof.

Establishing
Joint Use

Article 22. If, in specific situations, joint ownership in accordance with the provisions of the Agreement is unattractive to one of the parties, even though joint ownership may be desirable or economical from the overall standpoint, nothing herein shall preclude the establishment of joint use on such terms or such basis (including a rental basis in lieu of joint ownership) as may be agreed upon in writing by designated representatives of the parties hereto.

Rentals

Article 23. (a) 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.

- (b) No rental shall be paid by the Licensee for the use of any pole of the Owner where such use consists only in attaching thereto guy strand of the License for the purpose of providing support and not for the purpose of supporting the said wires or cables.
- (c) Rental payments hereunder shall cover rentals accruing during the calendar year and shall be based on the number of poles on which space is occupied or reserved on the first day of September of the year in which the rentals accrue. Within ninety (90) days following such date, each party shall submit a written statement to the other party giving the number of poles on which space was occupied by, or reserved for the other party, as of such date. The party in whose favor there is a balance shall then render a bill for the net difference to the other party. Rental payments shall be made within thirty (30) days of the receipt of such statement. An annual joint field check will be made of attachments in accordance with the current operating practice. In the event this is not done and unauthorized attachments are found rental will apply for these attachments from the year following the year in which the last field check was made of the particular area. However, if the Licensee can show to the Owner's satisfaction when the attachment was placed rental will apply from that date.

Notices;
Designated
Representatives

Article 24. (a) Notices under this Agreement shall be sent by mail, postage prepaid, to the parties at the following addresses or to such other address as either party may, from time to time, designate in writing:

Northern New England Telephone Operations LLC
d/b/a Fairpoint communications – NNE
521 East Morehead Street
Suite 250
Charlotte, North Carolina 28202

I-A-11

Public Service Company of New Hampshire
780 North Commercial Street
Manchester, New Hampshire 03101

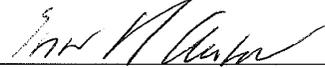
(b) The designated representatives of the parties at the effective date of this Agreement are the following:

Erin Austin – Vice President – Network Engineering
Northern New England Telephone Operations LLC
d/b/a Fairpoint Communication - NNE

David Bickford, Director – Customer Operations
Public Service Company of New Hampshire

IN WITNESS WHEREOF, each party has caused this Agreement to be signed in its name and its corporate seal to be affixed by an officer thereunto duly authorized as of the day and year first above written.

NORTHERN NEW ENGLAND TELEPHONE OPERATIONS LLC
d/b/a FAIRPOINT COMMUNICATIONS - NNE

By 
VP - NETWORK ENGINEERING

PUBLIC SERVICE COMPANY OF NEW HAMPSHIRE

By 

Public Service of New Hampshire d/b/a Eversource Energy
Docket No. DE 21-020

Date Request Received: 04/12/2021

Date of Response: 04/26/2021

Request No. NECTA 1-031

Page 1 of 1

Request from: New England Cable and Telecommunications

Witness: Douglas P. Horton, Erica L. Menard

Request:

Regarding Direct Testimony of Douglas P. Horton and Erica L. Menard, Attachment DPH/ELM-1, please identify the source of the information used to calculate the "Average remaining life" figure (27.3 years) on line 50, and show the calculation of that figure.

Response:

The average remaining life is calculated as follows:

Average Life of a Pole x Net Book Value / Gross Book Value = 40 years x 68% = 27.3 years

Components of Net Book Value / Gross Book Value calculation were provided by Consolidated.

Public Service of New Hampshire d/b/a Eversource Energy
Docket No. DE 21-020

Date Request Received: 04/12/2021

Date of Response: 04/26/2021

Request No. NECTA 1-043

Page 1 of 1

Request from: New England Cable and Telecommunications

Witness: Douglas P. Horton, Erica L. Menard

Request:

Please state the book value in terms of dollars and cents that Eversource will assign to the poles when it acquires ownership of them.

Response:

The book value that Eversource will assign to the poles when it acquires ownership will be equal to the net purchase price of the transferred poles as stated on Bates page 18, lines 14-15.

Public Service of New Hampshire d/b/a Eversource Energy
Docket No. DE 21-020

Date Request Received: 04/12/2021

Date of Response: 04/26/2021

Request No. NECTA 1-045

Page 1 of 1

Request from: New England Cable and Telecommunications

Witness:

Request:

Please provide copies of Consolidated's ARMIS report for NH for the years 2020, 2019 and 2018.

Response:

Consolidated Communications has not filed ARMIS reports for these years. Consolidated is not required to file these reports for its New Hampshire study area.