

Recommendation 13

Verizon Joint Ownership Agreement

Joint Ownership Agreement

by and between

The Narragansett Electric Company d/b/a National Grid

and

Verizon New England Inc.

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JOINT OWNERSHIP AGREEMENT

This Joint Ownership Agreement (“**Agreement**”) shall be effective at 7:00 a.m. on May 31, 2017 between **Verizon New England Inc. (“Verizon”)**, a New York corporation, with offices at 125 High Street – Oliver Tower, 7th Floor, Boston, Massachusetts 02110, and **The Narragansett Electric Company d/b/a National Grid (“National Grid”)**, a Rhode Island corporation, with offices at 280 Melrose Street, Providence, Rhode Island 02907. Verizon and National Grid are hereinafter collectively referred to as the “**Parties**,” and individually as a “**Party**.”

RECITALS

WHEREAS, Verizon and National Grid were parties to an agreement, dated October 1, 1980, between The Narragansett Electric Company and New England Telephone and Telegraph Company (now known as Verizon New England Inc.), as amended from time to time, including an amendment dated September 25, 2001 (“**Original Agreement**”) covering their Joint Ownership of Poles for the mutual benefit of the Parties in meeting the service requirements of their respective customers; and

WHEREAS, the Original Agreement was terminated, effective August 31, 2016, but its provisions remained in effect for all Jointly-Owned Poles existing at the time of termination; and

WHEREAS, the Parties mutually agree to replace the Original Agreement in its entirety with this new Agreement containing the terms and conditions governing the Parties’ Joint Ownership of Poles.

NOW, THEREFORE, in consideration of the mutual covenants contained herein and for other good and valuable consideration, the sufficiency and receipt of which are hereby acknowledged, the Parties agree as follows:

Article 1 Definitions

“**Affiliate**” means any person or entity controlling, controlled by, or under common control with, any other person or entity; “**control**” shall mean the ownership of, with right to vote 50% or more of the outstanding voting securities, equity, membership interests, or equivalent, of such person or entity.

“**Anchor**” means the structure that attaches the Guy Wire to the ground. As used herein, an Anchor required by both Parties is part of the Parties’ Jointly-Owned Pole. An Anchor required by one Party only is not considered part of a Jointly-Owned Pole.

“**Anchor Rod**” (a/k/a “**Guy Rod**”) means a metal rod connected to an anchor, to which a Guy Wire is attached. When an Anchor Rod is required by both Parties, it is part of a Jointly-Owned Pole. When an Anchor Rod is required by one Party only, it is not part of a Jointly-Owned Pole.

“**Attachment**” means any single wire, cable or suspension strand, including wires or cables lashed to it, or any other hardware, equipment, apparatus, or device, affixed to a Pole.

“**Claims**” has the meaning set forth in Section 9.1 herein.

“**Confidential Information**” has the meaning set forth in Section 15.1 herein.

“Default” means any condition or event, or failure of any condition or event to occur, which constitutes or would, after notice or lapse of time or both, constitute an Event of Default, notwithstanding that any action or further action might be capable of curing same.

“Defaulting Party” has the meaning set forth in Section 13.1 herein.

“Disclosing Party” means the Party disclosing Confidential Information in its possession to a third party.

“Double Pole” means a situation in which an existing Pole has been replaced by a new Pole, but the old Pole has not yet been removed, resulting in two Poles located within the immediate vicinity of each other.

“Event of Default” means failure by a Party to (i) comply with the terms and conditions of this Agreement, (ii) comply with the IOPs under this Agreement, or (iii) perform its obligations under this Agreement.

“Exchange of Notice” means the document by which each Party notifies the other Party that it wishes to take an action, described in the Exchange of Notice, involving one or more Jointly-Owned Poles.

“Guy Wire” means a wire that is attached to a Pole and Anchor Rod (or another Pole) for the purpose of stabilizing the Pole and reducing Pole stress.

“Initial Term” has the meaning set forth in Section 14.1 herein.

“Indemnifying Party” has the meaning set forth in Section 9.1 herein.

“Indemnified Parties” has the meaning set forth in Section 9.1 herein.

“Intercompany Operating Procedure” or **“IOP,”** means the operation and administrative procedures set forth in Appendix A to this Agreement.

“Jointly-Owned Pole” means that both Verizon and National Grid have an ownership interest in the Pole.

“Joint Owner” means either Party when both share an ownership interest in a Pole.

“Joint Ownership” has the meaning set forth in Section 3.1 herein.

“Joint Use” means use of a Pole for the placement of facilities by more than one party (whether a Joint Owner or authorized third party).

“Legal Requirements” means applicable federal, state and local directives, requirements, rules, orders, regulations, laws, ordinances and codes, including the latest version of the National Electric Safety Code.

“Non-Defaulting Party” has the meaning set forth in Section 13.1 herein.

“Pole” means a utility pole and anchor used to support aerial facilities including, without limitation, facilities required to provide electric, telecommunications, cable TV, broadband and other services.

“Pole Butt” means that portion of a Pole or Push Brace that is physically below ground level.

“Pole Top Extension” means an attachment used to increase the height of an existing Pole.

“Pole Top” means the portion of a Pole that is above ground.

“Push Brace” means a Pole used solely to support an existing pole in lieu of a guy and anchor.

“Qualifying Event” means a storm that qualifies either for recovery through the Company’s Storm Contingency Fund or is otherwise recoverable or deferrable in accordance with the guidelines of the Rhode Island Public Utilities Commission.

“Recipient” means a Party to whom the Disclosing Party or its Representatives disclose(s) Confidential Information in its possession.

“Renewal Term” has the meaning set forth in Section 14.2 herein.

“Representatives” means the officers, directors, managers, partners, members, shareholders, employees, agents, attorneys, accountants, contractors and advisors of a Party or its Affiliate.

“Safety Requirements” has the meaning in Section 5.1 herein.

Article 2

Scope

This Agreement sets forth the terms and conditions governing the rights and obligations of the Parties with respect to Jointly-Owned Poles located within the State of Rhode Island. The Parties’ day-to-day operating procedures are contained in the Intercompany Operating Procedures (“IOPs”) that are attached as Appendix A to this Agreement. The IOPs may be amended from time to time upon mutual agreement of the Parties. In the event of any conflict between the terms and conditions of this Agreement and any IOP, the terms and conditions of this Agreement will prevail and govern.

Article 3

Ownership of Poles

3.1 Joint Ownership. Verizon and National Grid each have a fifty percent (50%) ownership interest in each Jointly-Owned Pole.

3.1.1 All Jointly-Owned Poles installed as of the Effective Date of this Agreement will remain Jointly-Owned.

3.1.2 In order to establish a current, mutually agreed upon inventory of all Jointly-Owned Poles, the Parties agree to work together in good faith to complete a reconciliation of their respective records of Jointly-Owned Poles within six (6) months of the Effective Date of this Agreement. Thereafter, the Parties will meet every two (2) years to review their respective records to determine whether further reconciliation is required and, if so, the Parties shall work together in good faith to complete the reconciliation.

3.1.3 Joint Ownership in Poles installed after the Effective Date of this Agreement shall be established as set forth in **IOP#1-Acquiring and Abandoning Joint Ownership of Poles**.

3.1.4 Either Party may abandon its interest in a Jointly-Owned Pole in accordance with **IOP#1-Acquiring and Abandoning Joint Ownership of Poles**.

- 3.1.5 Both Parties may simultaneously abandon their interest in a Jointly-Owned Pole in accordance with **IOP# 1-Acquiring and Abandoning Joint Ownership of Poles**.

Article 4
Construction Standards and Legal Requirements

- 4.1 All work, construction and maintenance performed by either Party with respect to any Jointly-Owned Poles will comply with all applicable industry standards and Legal Requirements, both current and as may come into effect, as well as all applicable provisions of this Agreement.
- 4.2 Where applicable, the Parties shall perform their responsibilities and obligations with respect to any Jointly-Owned Poles in accordance with the provisions of the governing IOP.

Article 5
Safety

- 5.1 Each Party shall be responsible for (i) the safety and supervision of its respective representatives, contractors, agents and employees and (ii) the performance of the Party's obligations under this Agreement by its respective representatives, contractors, agents and employees. Each Party and its respective representatives, contractors, agents and employees shall, in connection with any rights, obligations or responsibilities hereunder, comply with all applicable federal, state and local Safety Requirements, rules, regulations, laws and ordinances, including, without limitation, compliance with applicable provisions of the Occupational Safety and Health Act of 1970, as amended from time to time (OSHA) (collectively "Safety Requirements").

Article 6
Attachments

- 6.1 Each Party shall place, replace, maintain, rearrange and transfer its own Attachments in accordance with the requirements of Articles 4 and 5 above, and pursuant to the applicable IOPs.

Article 7
Payment of Taxes and Fees

- 7.1 Each Party is responsible for payment of its own taxes and for any fees, fines or governmental charges levied or assessed directly upon its Attachments or other facilities mounted on a Jointly-Owned Pole. Each Party shall bear fifty percent (50%) of the liability for any fees, fines or governmental charges levied or assessed upon a Jointly-Owned Pole or upon either Party because of its ownership interest in the Jointly-Owned Pole.

Article 8
Billing and Payment

- 8.1 The Parties shall invoice each other for all billable charges incurred under this Agreement on a monthly basis in accordance with **IOP# 12-Invoicing Schedules and Reconciliation**. Neither Party shall have a right to set off under this Agreement. As such, neither Party may deduct any amounts due or owed from any amount invoiced by the other Party under this Agreement. Each invoice shall be paid in full by the Party receiving it.

- 8.2 All late payments on undisputed charges under this Agreement will bear interest at the rate of 10% per annum, calculated daily and compounded monthly.

Article 9
Indemnification and Liability

- 9.1 Each Party (the “**Indemnifying Party**”) agrees, to the extent permitted by law, to indemnify, defend and hold harmless the other Party, its Affiliates, and their officers, directors, employees, agents, successors and assigns (collectively, the “**Indemnified Parties**”) from and against any and all claims, demands, penalties, fines, settlements, damages, injuries, losses, costs, expenses and judgments including damages for injuries to persons and property damage (collectively, “**Claims**”) brought by or for third parties to the extent caused by (i) the Indemnifying Party’s negligence, willful misconduct or unlawful act(s) in connection with this Agreement or (ii) the Indemnifying Party’s breach of this Agreement, including the breach of any of the Intercompany Operating Procedures except to the extent that such Claims result from the negligence or willful misconduct of any of the Indemnified Parties. The Indemnifying Party will be liable to the Indemnified Party for all reasonable costs incurred by the Indemnified Party to enforce the provisions of this Article 9.
- 9.2 Each Party shall be liable for any and all damages arising from injuries to its own representatives, contractors, agents and employees and/or damage to its own property except to the extent that such injuries or damages are caused by the negligence or willful misconduct of the other Party.
- 9.3 When either Party hereto, or its insurer, makes any payment to an employee or to the employee’s relatives or representatives on account of an injury caused in a manner described in this Article 9, in conformity with (i) the provisions of any workmen’s compensation act or any act creating 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 (ii) any plan for employee’s disability benefits or death benefits now established or hereafter adopted by that Party, such payment will be deemed a payment for damages as described under this Article 9.
- 9.4 Except with respect to a Party’s indemnity obligations for third party claims hereunder, under no circumstances shall either Party be liable to the other Party under this Agreement for any indirect, incidental, special, punitive, exemplary or consequential damages whatsoever including, without limitation, loss of profits or revenue or loss of capital.

Article 10
Insurance

- 10.1 The Parties agree to maintain certificates of insurance evidencing the existence of insurance policies required by this Agreement issued to them or self-insured coverage limits, satisfying the coverages and limits set forth below, such policies or renewals thereof shall be maintained in force during the term of this Agreement, as follows:
- 10.2 Workers’ Compensation Insurance for statutory obligations imposed by Workers’ Compensation or Occupational Disease Laws, including Employer’s Liability Insurance with a minimum limit of \$1,000,000 each accident/disease/policy limit. When applicable, coverage shall include The United States Longshoreman’s and Harbor Workers’ Compensation Act and the Jones Act. Proof of qualification as a self-insurer may be acceptable in lieu of a Workers’ Compensation Policy. Each Party and its insurance carrier shall waive all rights of subrogation against the other Party

for any loss covered under this Workers' Compensation policy or under any self-insured portion thereof.

- 10.3 Commercial General Liability, including Contractual Liability, and Product/Completed Operations and cross liability, covering all insurable operations required under the provisions of this Agreement and, where applicable, coverage for damage caused by any explosion or collapse with the following minimum limits of liability:

Combined single limit - \$5,000,000 per occurrence for bodily injury and property damage and \$5,000,000 general aggregate

Any combination of Commercial General Liability and Umbrella/Excess Liability limits can be used to satisfy this Liability requirement. Each Party shall be included as an additional insured as their interest may appear under this Agreement on the other Party's liability insurance policy(ies) with respect to the activities governed by this Agreement. Neither Party shall be required to include subcontractors as additional insureds on any insurance policy. For National Grid, the additional insured wording is: National Grid USA, its direct and indirect parents, its subsidiaries and affiliates, shall be included as additional insureds.

- 10.4 Automobile Liability covering all owned, non-owned, and hired vehicles used in connection with the work or services to be performed under this Agreement with minimum limits of:

Bodily Injury/Property Damage - Combined Single Limit - \$1,000,000

- 10.5 In the event that either Party uses subcontractors in connection with this Agreement, the Party shall require all such contractors provide substantially the same insurance coverages as shown in Sections 10.2, 10.3 and 10.4. Each Party shall remain liable for the performance of its contractor, and such contract relationship will not relieve the Party of its obligations under this agreement. In addition, such contractor shall include both Parties as an additional insured as their interest may appear under this Agreement on the coverage's in Sections 10.3 and 10.4. The Contractor shall provide the Party with an insurance certificate from its contractor evidencing this coverage.

- 10.6 Neither Party nor any contractor or subcontractor of either Party shall commence any work under this Agreement until each of the Parties has been furnished by the other Party with a completed Certificate(s) of Insurance providing evidence of the insurance required under this Agreement. Such certificate of insurance, and any renewals or extensions thereof, will outline the coverages required and limits on each, which will be for the account of that Party, and will be sent to the following addresses:

To National Grid:

National Grid
Attn.: Risk & Insurance, Bldg. A-4
300 Eric Boulevard West
Syracuse, NY 13202

To Verizon:

Attn: Verizon Risk Management
Aon Global Risk Consulting
200 East Randolph Street 9S 12A
Chicago, IL 60610

- 10.7 The Parties shall promptly furnish each other with copies of any accident or incident report(s) sent to the incurring Party's insurance carriers covering accidents/incidents occurring in connection with and/or as a result of the performance of the work under this Agreement.
- 10.8 Nothing contained in these insurance requirements is to be construed as limiting the extent of either Party's responsibility for payment of damages resulting from that Party's use of the Property or limiting, diminishing, or waiving that Party's obligation to indemnify, defend, and save harmless the other Party as set forth in Article 9.
- 10.9 It is the intent of both Parties that the insurance placed in accordance with the provisions of this Article will be primary insurance and will protect both Parties from losses arising from the performance of this Agreement.

Article 11

Third Party and Unauthorized Use of Jointly-Owned Poles

- 11.1 The Parties may contract with third parties for the attachment of third party facilities to Jointly-Owned Poles. The Parties agree that third parties must obtain the written consent of both Parties prior to placing an Attachment on any Jointly Owned Pole and each Party shall notify any requesting third party of this requirement upon receipt of a request from the third party for space to place an Attachment on a Jointly-Owned Pole.
- 11.2 Unauthorized Attachments by either Party shall be addressed in accordance with the provisions of IOP # 7 - Unauthorized Attachments.

Article 12

No Agency Relationship

- 12.1 Each Party is an independent contractor and is not an agent, employee or representative of the other Party. No contractor, employee, agent, representative or officer of a Party shall represent to any third party that he/she is an employee, agent or contractor of the other Party. A Party's employees, agent and contractors shall conduct themselves at all times in a professional manner.

Article 13

Default

- 13.1 Should an Event of Default by either Party ("Defaulting Party") occur under this Agreement and such Event of Default continues after forty-five (45) days from the Defaulting Party receiving written notice ("Non-Defaulting Party") of the Default, the Parties shall submit the matter to the Operations Review Committee in accordance with the terms of Article 19 herein below.
- 13.2 If the Operations Review Committee cannot resolve the matter, the Non-Defaulting Party may, in its sole discretion, (i) elect to cure the Default and the Defaulting Party shall reimburse the Non-Defaulting Party for the any actual reasonable costs incurred to cure the Default within forty-five (45) days after receipt of the invoice from the Non-Defaulting Party requesting payment, or (ii) terminate this Agreement.
- 13.3 Each Party shall continue to perform all of its other obligations under this Agreement during the review of an Event of Default unless otherwise agreed upon by the Parties or otherwise dictated by the terms of this Agreement.

Article 14

Term and Termination

- 14.1 This Agreement commences on the Effective Date and continues thereafter for a period of three (3) years (the "**Initial Term**").
- 14.2 Upon expiration of the Initial Term, this Agreement will automatically renew every year for a one (1) year term ("**Renewal Term**") unless either Party provides written notice of termination at least one (1) year prior to a Renewal Term. If either Party provides timely notice of termination, then, unless otherwise sooner terminated in accordance with its terms, this Agreement will terminate on the expiration of the first full Renewal Term after notice is given.
- 14.3 In the event this Agreement is terminated, whether for cause in the Event of Default or during a Renewal Term, the terms and conditions of this Agreement, as they relate to any Jointly-Owned Pole existing at the time of the termination, will continue in full force and effect so long as any Pole remains a Jointly-Owned Pole.
- 14.4 The termination of this Agreement, for any reason, will not release either Party from any preexisting obligation or liability to the other Party, including any payment or delivery obligation, that: (a) has already accrued hereunder; (b) comes into effect due to the termination of the Agreement; or (c) otherwise survives the termination of this Agreement.
- 14.5 At the end of the Initial Term and at the end of every three-year period thereafter, either Party may request that this Agreement be reviewed, renegotiated and amended in good faith by the Parties. The Parties shall commence good faith efforts to renegotiate the provision(s) at issue within sixty (60) days of a written request by either Party or as otherwise mutually agreed upon by the Parties.

Article 15

Confidentiality

- 15.1 Each of the Parties shall hold in confidence any confidential, proprietary and/or non-public information disclosed in connection with this Agreement that is described or identified (at the time of disclosure) as being non-public, confidential or proprietary, or the non-public or proprietary nature of which is apparent from the context of the disclosure or the contents or nature of the information disclosed and that is obtained by the Party pursuant to the performance of the obligations under this Agreement ("**Confidential Information**"). The Parties acknowledge and agree that all such Confidential Information, not otherwise known to the public, is confidential and shall not be disclosed to any third parties without the prior written consent of the Parties.
- 15.2 The Recipient shall receive all Confidential Information in strict confidence, shall exercise reasonable care to maintain the confidentiality and secrecy of the Confidential Information, and, except to the extent expressly permitted by this Agreement, shall not divulge Confidential Information to any third party without the prior written consent of the Disclosing Party. The foregoing notwithstanding, the Recipient may disclose Confidential Information to its Representatives to the extent each such Representative has a need to know such Confidential Information for the purpose contemplated by this Agreement and agrees to observe and comply with the confidentiality non-disclosure obligations of the Recipient under this Section of this Agreement with regard to such Confidential Information. The Recipient shall be responsible hereunder for any breach of the terms of this Agreement to the extent caused by any of its

Representatives.

- 15.3 The Recipient agrees that if it, or any of its Representatives, is required by law by a court or by other governmental or regulatory authorities (including, without limitation, by oral question, interrogatory, request for information or documents, subpoena, civil or criminal investigative demand or other process) to disclose any of the Disclosing Party's Confidential Information, the Recipient shall provide the Disclosing Party with prompt notice of any such request or requirement, to the extent permitted to do so by applicable law, so that the Disclosing Party may seek an appropriate protective order or waive compliance with the provisions of this Agreement. If, failing the entry of a protective order or the receipt of a waiver hereunder, the Recipient (or any Representative or Affiliate of the Recipient) is, in the opinion of its counsel, legally compelled to disclose such Confidential Information, the Recipient may disclose, and may permit such Representative to disclose, that portion of the Confidential Information which its counsel advises must be disclosed and such disclosure will not be deemed a breach of any term of this Agreement. In any event, the Recipient shall use (and, to the extent applicable, shall cause its Representatives to) use reasonable efforts to seek confidential treatment for Confidential Information so disclosed if requested to do so by Disclosing Party, and shall not oppose any action by, and shall reasonably cooperate with, the Disclosing Party to obtain an appropriate protective order or other reliable assurance that confidential treatment will be accorded the Confidential Information.

Article 16

Assignment of Rights

- 16.1 Neither Party shall assign any of its rights hereunder without the prior written consent of the other Party, which consent shall not be unreasonably withheld or delayed; provided, however, that either Party may assign its rights or delegate its obligations, without such consent, to (a) one of its Affiliates, or (b) an entity that acquires all or substantially all of the business or assets of such Party to which this Agreement pertains, whether by merger, reorganization, acquisition, sale, or otherwise. Any purported assignment in violation of this Section will be null and void.

Article 17

Entire Agreement

- 17.1 This Agreement, including the IOPS, and the Memorandum of Understanding, dated December 19, 2016, constitute the entire agreement between the Parties with respect to their Jointly-Owned Poles and any and all previous representations or agreements with respect to this subject matter, either oral or written, except as to liabilities already accrued, are hereby annulled and superseded.

Article 18

Amendment and Review of the IOPs

- 18.1 This Agreement may be amended or modified only by an instrument in writing signed by the duly authorized representative of each Party.
- 18.2 The provisions of any IOP are subject to review at the written request of either Party. Amendments to IOPs, including the discontinuance of an IOP, or addition of a new IOP, require the written mutual agreement of the Parties.

Article 19
Dispute Resolution – Operations Review Committee

- 19.1 The Parties shall attempt to resolve any dispute, controversy or claim, arising out of or relating to this Agreement, including an Event of Default under Article 13 (each a "**Dispute**"), in accordance with the provisions of this Article 19. The process described in this Article 19 is intended to address significant issues which, if not resolved, would establish a claim for Default under this Agreement.
- 19.2 The Parties shall establish an Operations Review Committee ("ORC") consisting of a management level representative from each Party in each of the following areas:
- Engineering
 - Operations
 - Joint Pole Administration

The ORC shall meet on a quarterly basis, starting three (3) months after the Effective Date of this Agreement, or as requested by either Party to address an unresolved notice of Default under Article 13 of this Agreement. The Parties shall agree upon the date of the initial ORC meeting, as well as the date of all subsequent quarterly meetings.

- 19.3 The ORC shall address and attempt, in good faith, to resolve all Disputes brought before it. The ORC shall maintain a written record summarizing each Issue presented to it and the manner in which that Issue was resolved. A Dispute may only be deemed resolved when the resolution is agreed upon by ORC representatives of both Parties.
- 19.4 If the ORC cannot resolve the Dispute during the meeting in which it is first presented, the ORC representatives from each Party may mutually agree to hold the Issue over until the next ORC meeting and continue efforts to resolve it in the interim, or to escalate the Issue as follows:
- 19.4.1 Within ten (10) business days after the last ORC meeting in which the Issue is addressed, specific ORC representatives designated by the ORC shall prepare an agreed upon written description of the Issue and the position of each Party regarding that Dispute ("Dispute Description").
- 19.4.2 The ORC representatives each shall present the Dispute Description to their respective director-level management for review and feedback. Within thirty (30) days from the date the Dispute Description is prepared, the ORC representatives shall share the results of their feedback to determine whether their respective positions have changed enough to facilitate a resolution. If the Dispute is resolved, the Dispute Description shall be updated with a statement describing the resolution.
- 19.4.3 If the Parties are not able to resolve the Dispute after the Director-level escalation, each Party's ORC representatives shall present the Issue Description (as it may be modified after the follow-up discussion in 19.4.2) to an appropriate executive at the vice president level or higher. Within thirty (30) days after the follow-up discussion in 19.4.2, each Party's ORC representatives shall share the results of the vice president escalation to determine whether a resolution is possible. If the ORC representatives are still not able to resolve the Dispute, either Party may, in its sole discretion, exercise its right to seek relief in law or in equity in a court of competent jurisdiction and/or in accordance with the terms of this Agreement.

- 19.4.4 Except for Disputes covered by **IOP#12 – Joint Pole Proposal**, each Party shall continue to perform all of its other obligations under this Agreement during the pendency of any Dispute unless otherwise agreed to by the Parties or otherwise dictated by the terms of this Agreement.

Article 20
Notice

- 20.1 Where written notice is required by this Agreement, notice will be deemed given when delivered personally, mailed by certified mail, postage prepaid and return receipt requested, or by facsimile or electronic mail, as follows:

To National Grid
Manager of Outdoor Lighting and Attachments
Attn: Raymond Sheridan
40 Sylvan Road
Waltham, MA 02451

With copy to:
National Grid
Commercial Legal, Assistant General Counsel
40 Sylvan Road
Waltham, MA 02451

To Verizon:
National Joint Use and Licensing
459 Main St.
Saugus, MA 01906
MARI.Poles@Verizon.com

With copy to:
Verizon
VP & Deputy General Counsel,
Network Services
1320 N. Courthouse Rd., 9th Floor
Arlington, VA 22201

Article 21
Compliance with Laws

- 21.1 Each Party shall at all times comply with all federal, state and local laws, ordinances, regulations, and orders that are applicable to this Agreement and its performance hereunder. Without limiting the generality of the foregoing, each Party shall at all times, at its own expense, obtain and maintain all certifications, credentials, authorizations, licenses, and permits necessary for the performance of its obligations under this Agreement.

Article 22
General Provisions

- 22.1 **Governing Law and Consent to Jurisdiction.** This Agreement will be governed and construed in accordance with the laws of the State of Rhode Island without regard to the principles of the

conflict of laws contained therein. Each Party hereby submits to the personal and subject matter jurisdiction of the courts of The State of Rhode Island for the purpose of interpretation and enforcement of this Agreement.

- 22.2 **Consents and Waivers.** Any consent or waiver of compliance with any provision of this Agreement will be effective only by written agreement of the Parties, and such consent or waiver will be effective only in the specific instance and for the specific purpose for which it is given. No failure or delay by any Party in exercising any right, power or privilege under this Agreement will operate as a waiver thereof, nor will any single or partial waiver thereof preclude any other exercise of any other right, power or privilege hereunder.
- 22.3 **Headings.** Section headings are for convenience and reference only, and may not be construed to explain, amplify, or modify the provisions of this Agreement.
- 22.4 **Severability.** Whenever possible, each provision of this Agreement will be interpreted in such manner as to be effective and valid under applicable law, but if any provision hereof will be prohibited by, or determined to be invalid under, applicable law, such provision will be ineffective to the extent of such prohibition or invalidity, without invalidating the remainder of such provision or the remaining provisions of this Agreement. All obligations and rights of the Parties expressed herein will be in addition to, and not in limitation of, those provided by applicable law.
- 22.5 **Singular and Plural; Gender.** Words and phrases used in the singular will be deemed to include the plural and vice versa, and nouns and pronouns used in any particular gender will be deemed to include any other gender.
- 22.6 **No Third Party Beneficiaries.** The provisions of this Agreement are for the benefit only of the Parties hereto, and the Parties do not intend to create or to confer any benefits upon any persons, firms, or entities not a party to this Agreement, and no third party will have the right to enforce the provisions hereof.
- 22.7 **Survival.** Articles 9 and 15 and Section 22.1 will survive expiration or termination of this Agreement.

IN WITNESS WHEREOF, each Party has caused this Agreement to be signed by a duly authorized representative as of the Effective Date above.

Verizon New England Inc.

Narragansett Electric Company d/b/a National Grid

By: Brian Trosper
Brian Trosper
Vice President
Network Wireline Network Ops & Eng

Date: 5/16/17

By: Chris Kelly
Christopher Kelly
Senior Vice President
Electric Process and Engineering

Date: 5/16/17

APPENDIX A

IOP # 1

Acquiring and Abandoning Joint Ownership of Poles

This Intercompany Operating Procedure explains how Joint Ownership in a Solely Owned Pole is established and how ownership in a Jointly Owned Pole and Anchor (collectively referred to as a "Pole") is abandoned.

Establishing Joint Ownership

1. If either Party desires to acquire a Joint Ownership interest in an existing Pole solely owned by the other Party ("Owner"), such Party ("Applicant") shall submit an Exchange of Notice to the Owner in accordance with **IOP #11-Exchange of Notice Procedure**.
2. If Verizon desires to acquire a Joint Ownership interest in a new Pole placed by National Grid (which Pole is not a replacement of an existing Jointly-Owned Pole), then after it receives notice of the Pole placement from National Grid in accordance with **IOP #2-Placement and Removal of Jointly Owned Poles**, Verizon shall submit an Exchange of Notice to National Grid as an Applicant in accordance with **IOP #11-Exchange of Notice Procedure**. Within thirty (30) calendar days of receiving the Exchange of Notice from the Applicant, the Owner shall respond in writing to the request, indicating whether or not the Applicant shall be granted Joint Ownership of the Pole. If the Owner grants Joint Ownership, the date of its response shall be the official start date of Joint Ownership and the Owner shall invoice the Applicant in accordance with **IOP #12-Invoicing Schedule and Reconciliation**. If the Owner declines to grant Joint Ownership, it shall provide the Applicant with its reasons for the denial in its written response. If Applicant does not make a wire attachment within 90 days from the start date, the Owner has the option to reject the acquisition of the new Pole. The Owner shall provide the Applicant with written notification of the rejected Joint Ownership request.
3. If the Applicant is granted Joint Ownership, an Exchange of Notice, in accordance with **IOP #11-Exchange of Notice Procedure**, shall be signed and dated by both Parties and shall reflect the percentage of each Party's ownership interest in the Pole. If a question regarding ownership of the Pole subsequently arises prior to Applicant having placed its Attachments on the Pole, the Parties shall refer to the Exchange of Notice, which shall be the definitive source for ownership verification.
4. If Verizon is the Applicant and granted Joint Ownership and the Pole must be replaced to be made suitable for Joint Use, Verizon shall pay National Grid for the Pole replacement in accordance with **IOP #12-Invoicing Schedule and Reconciliation**. If National Grid is the Applicant granted Joint Ownership and the Pole must be replaced in order for the Pole to be made suitable for Joint Use, National Grid shall replace the Pole and invoice Verizon in accordance with **IOP #12-Invoicing Schedule and Reconciliation**. In either case, Verizon shall be responsible for removing the replaced Pole and shall invoice National Grid in accordance with **IOP #12-Invoicing Schedule and Reconciliation**.
5. As of the Effective Date of the Agreement, any Pole on which both Parties have placed Attachments shall be presumed to be Jointly Owned and any Pole with the Attachments of only one Party shall be presumed to be Solely Owned by that Party. If a dispute regarding Pole ownership arises, other than a dispute covered by paragraph 4 above, the Parties shall work

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together in good faith to resolve the dispute and document the resolution in accordance with **IOP #11-Exchange of Notice Procedure**.

Abandoning Joint Ownership

6. If either Party desires to abandon its ownership interest in a Jointly Owned Pole ("Abandoning Party"), it must provide a written notification to the other Party notifying that Party of its intent to abandon its ownership interest in accordance with **IOP #11-Exchange of Notice Procedure**.
7. Within thirty (30) calendar days of receiving the written notification from the Abandoning Party, the other Party shall provide a written response to the Abandoning Party acknowledging its receipt of the notification in accordance with **IOP#11-Exchange of Notice Procedure**. The Abandoning Party's Joint Ownership interest shall cease, and the other Party shall become the sole owner of the Pole, as of the date specified by the Abandoning Party, or on the date the Abandoning Party has removed all of its Attachments from the Pole, whichever occurs later. There shall be no costs shared for abandonment.
8. If the Attachments of third parties remain on a Pole that is to be simultaneously abandoned, the Parties shall work together to determine the appropriate steps to take, including, but not limited to, offering ownership of the abandoned Pole to such third parties. In such instances, the Jointly-Owned Pole will not be deemed abandoned by either Party until the Attachments of third parties have been resolved to the mutual satisfaction of the Parties.

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IOP# 2

Placement and Removal of Jointly Owned Poles

This Intercompany Operating Procedure describes the respective obligations of the Parties regarding the placement, replacement, relocation and removal of Jointly-Owned Poles, including the allocation of costs for these activities.

1. **Placement, Replacement or Relocation of Jointly Owned Poles:** All placements, replacements and relocations of Jointly Owned Poles under this Agreement, regardless of cause, shall be done by National Grid. Possible causes may include, but are not limited to, structural instability from old age, weather, wildlife damage, vehicle-pole collisions, safety concerns, additional height requirements, new construction, public requirements, third party and interconnection or reliability of service issues. National Grid shall notify Verizon of a non-emergency placement, replacement or relocation of a Jointly Owned Pole no less than 60 business days and no more than 180 business days prior to the date the placement, replacement or relocation in accordance with **IOP#11-Exchange of Notice Procedure**.

The preferred method for setting a new Pole is “cut and kick” (same hole as the existing Pole or close enough to lash). National Grid shall remove the Pole Butt of the replaced Pole and restore the site to its original condition. The Pole Top shall be removed by Verizon. When a “set by side” method (replaced Pole remains in place) for replacing an existing Pole is used, Verizon shall be responsible for the removing the replaced Pole and restoring the site to its original condition.

In replacing any Jointly-Owned Pole under this IOP #2, National Grid shall place the new Pole in a manner that does not cause Verizon to incur costs and/or delay in transferring its Attachments or removing the old Pole that would not have been incurred had National Grid placed the new Pole in another reasonably available location. In such an event, Verizon shall notify National Grid in accordance with **IOP#11-Exchange of Notice Procedure** and invoice it on an actual cost basis, unless otherwise agreed to by the Parties, in accordance with **IOP#12-Invoicing Schedule and Reconciliation**. Invoiced charges shall be payable upon mutual agreement of the Parties and in accordance with **IOP#11-Exchange of Notice Procedure**.

2. **Placement, Replacement or Relocations of Poles Initiated by Verizon:** National Grid shall place, replace or relocate a Jointly-Owned Pole at the request of Verizon, when such a request is initiated by Verizon in accordance with **IOP#11-Exchange of Notice Procedure**. National Grid shall complete the requested work within sixty (60) business days of the date of the *Exchange of Notice*, unless both Parties mutually agree to defer the work beyond the 60th business day.
3. **Placement, Replacement or Relocation of Jointly Owned Poles Requested by Licensees or Required as Make-Ready for a Licensee Attachment**
 - a. **Authorized Licensees** – Jointly-Owned Pole placements, replacements or relocations requested by a Licensee shall be addressed in accordance with the terms of the agreement governing the Licensee’s Attachments. When the cost of a Pole placement, replacement or relocation is reimbursable by the Licensee, it shall carry a value of “zero (0)” as between Verizon and National Grid, and shall be processed as such for purposes of the monthly Joint Ownership invoicing. The invoicing status for each Pole placement, replacement or relocation must be documented by the Party initiating the *Exchange of Notice* in accordance with **IOP#11-Exchange of Notice Procedure**. Jointly-Owned Pole removals shall carry a value of

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“zero (0)” as between Verizon and National Grid, and shall be processed as such for purposes of the monthly Joint Use invoicing. National Grid shall invoice the Licensee for the reimbursable Pole placement, replacement or relocation costs and Verizon shall invoice the Licensee for the Pole removal costs.

- b. **Federal, State, County or Municipal Projects** – It is the responsibility of the public agency initiating a public works project to meet with all utilities and stakeholders affected by the project. In the event either Party determines that a publicly funded project shall require Jointly-Owned Pole placements, replacements or relocations, that Party shall notify the other Party in accordance with **IOP#11-Exchange of Notice Procedure**, providing the detailed project information, including the project scope and valid contact information for invoicing. If the publicly funded project involves Jointly-Owned Pole work that is reimbursable, then the work associated with Jointly-Owned Poles shall have a value of “zero (0)” on the monthly Joint Ownership invoice. Monthly Joint Ownership invoicing must be in accordance with **IOP#11-Exchange of Notice Procedure**. National Grid shall invoice the public agency for all work associated with the placement, replacement or relocation of Jointly-Owned Poles and Verizon shall invoice the public agency for the Jointly-Owned Pole removals.
 - c. **New Construction or Interconnection (Custom Pole Requests)** – In the event either Party becomes aware of new construction or an interconnection project that shall require the placement, replacement or relocation of existing Jointly-Owned Poles, that Party shall notify the other Party in accordance with **IOP#11-Exchange of Notice Procedure** and shall provide the detailed project information, including the project scope, and valid contact information for invoicing. If the new construction or interconnection project involves Jointly-Owned Pole work that is reimbursable, then the work associated with Jointly-Owned Poles shall have a value of “zero (0)” on the monthly Joint Ownership invoice. Monthly Joint Ownership invoicing must be in accordance with **IOP#11-Exchange of Notice Procedure**. National Grid shall invoice the new construction or interconnection developer for all work associated with the placement, replacement or relocation of Jointly-Owned Poles and Verizon shall invoice the new construction or interconnection developer for the Jointly-Owned Pole removals. Whether or not National Grid or Verizon shall be reimbursed for work done on the project, Jointly-Owned Pole work shall be invoiced in accordance with **IOP#12-Invoicing Schedule and Reconciliation**. It is the responsibility of each Party to secure its own reimbursement for work performed that is reimbursable. Before either Party can include its work on the monthly Joint Ownership invoice, it must create a record of the project in accordance with **IOP#11-Exchange of Notice Procedure**.
- 4. **Removal of Poles:** Verizon shall be responsible for removal of all Jointly-Owned Poles that are replaced or simultaneously abandoned by the Parties. The costs for such removals are set forth in **IOP#12-Invoicing Schedule and Reconciliation**.
 - 5. **Pole Topping:** To facilitate timely and safe transfers of Pole Attachments by Verizon and any Licensee, after National Grid has transferred its Attachments to a newly placed Jointly-Owned Pole, National Grid shall remove the upper portion of the old Jointly-Owned Pole previously occupied by its Attachments (also known as “Pole Top” or “Pole Topping”).
 - 6. **Costs:** The agreed upon costs associated with the placement, replacement or relocation of a Jointly Owned Pole are as set forth in **IOP#12-Invoicing Schedule and Reconciliation**.
 - 7. **Pole Attachment Transfers:** Licensees shall transfer their Attachments in accordance with the applicable terms and conditions of their governing pole attachment agreements. Transfers by

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Verizon and National Grid must comply with **IOP#6-Removal of Jointly-Owned Poles and Transfers of Attachments.**

8. **Notice of Certain Maintenance Issues:** Verizon shall, as soon as reasonably possible, notify National Grid of any issue affecting the safety or integrity of any Jointly-Owned Pole in accordance with **IOP#11-Exchange of Notice Procedure.**

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IOP # 3

Allocation of Space on Jointly Owned Poles

This Intercompany Operating Procedure addresses the allocation of space to each Party on a Jointly-Owned Pole.

- 1. The space allocated to a Party on a Jointly-Owned Pole is for the exclusive use of that Party, except as may be otherwise mutually agreed to in writing by the Parties.
- 2. When a Licensee requires space on a Jointly-Owned Pole, the space shall be assigned in one foot (12 inch) increments.
- 3. Thirty-five foot (35') Poles may be used as stub Poles or on private property, or as otherwise mutually agreed upon in writing by the Parties.
- 4. Table A below shows the respective space allocated to and for the exclusive use of National Grid and Verizon. It also shows the portion that may be occupied by a Licensee, which may include municipalities.
- 5. National Grid and Verizon shall make all reasonable efforts to rearrange their Attachments if doing so would eliminate the need for a Pole upgrade otherwise required by the needs of a Licensee.
- 6. As depicted in the diagram below, the allocated space reflected in Table A for National Grid and Verizon is measured starting from the top of the Jointly-Owned Pole to the ground line.

Table A

Verizon and National Grid Space Allocation						
POLE HEIGHT	DEPTH IN GROUND	VERIZON	LICENSEE	MUNICIPAL	WORKER SAFETY ZONE	NGRID
35'	6'0"	2'6"	1'0"	1'0"	3'4"	5'0"
40'	6'0"	2'6"	1'0"	1'0"	3'4"	6'6"
45'	6'6"	2'6"	1'0"	1'0"	3'4"	8'9"
50'	7'0"	2'6"	1'0"	1'0"	3'4"	11'0"
55'	7'6"	2'6"	1'0"	1'0"	3'4"	13'3"
60'	8'0"	2'6"	1'0"	1'0"	3'4"	15'6"

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IOP # 4

Anchor Specifications for Jointly Owned Poles

This Intercompany Operating Procedure addresses Anchors used with Jointly-Owned Poles and defines the minimum size of Anchors and Anchor Rods suitable for Joint Use.

1. The minimum size Anchor acceptable for use with a Jointly-Owned Pole shall be a 10-inch diameter Helix Screw Anchor. The minimum size Anchor Rod shall be one (1) inch in diameter with a Triple Thimble Eye. Where existing soil conditions warrant, Anchors and Anchor Rods of greater size and strength may be placed as required.
2. Where Rock Anchors are required, a Single Rock Bolt shall be installed for each Party's Guy-Wire. A Double Thimble expanding type Rock Anchor or a Cemented Double Thimble Rod shall be used where both Parties shall be attaching a Guy-Wire.
3. Each Party shall provide its own Guy-Wires to support any unbalanced Pole loading caused by its Attachments. The Parties are not permitted to share a Guy-Wire.
4. Anchors should be installed to provide as much lead as possible. Whenever possible, an Anchor should not be installed with less lead than 1/3 of the height of the uppermost Guy Wire attachment on the Jointly-Owned Pole. The number of Attachments, the lead/height ratio and the "pull" on the corner shall be included in the **IOP#11-Exchange of Notice Procedure**.
5. The Parties are responsible for installing Anchors, Anchor Rods and Guy-Wires for Jointly-Owned Poles as follows:
 - a. For a Pole that is already in place, each Party shall be responsible for the installation of the Anchor, Anchor Rod and/or Guy-Wire needed to sustain an unbalanced Pole load caused solely by that Party's Attachments.
 - b. For a Pole that is already in place, if both Parties each require an Anchor, Anchor Rod and Guy-Wire to sustain an unbalanced Pole load caused by their respective Attachments, the Anchor and Anchor Rod shall be installed by National Grid and each Party shall place its own Guy-Wire. In this instance, the Anchor and Anchor Rod shall be deemed Jointly-Owned.
 - c. For a Pole that is being placed, replaced or relocated, National Grid shall be responsible for the installation of any required Anchor, Anchor Rod and Guy-Wire. In this instance, the Anchor and Anchor Rod shall be deemed Jointly-Owned.
 - d. Placement of an Anchor, Anchor Rod and/or Guy-Wire required to sustain an unbalanced load caused solely by the Attachments of a Licensee shall be the responsibility of National Grid, with the cost of such placement paid by the Licensee.
 - e. If an Anchor and/or Anchor Rod are needed for any reason other than those specified in subsections a. through d. above, National Grid shall install the required Anchor and/or Anchor Rod.

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6. A request for the placement, removal or relocation of an Anchor and Anchor Rod, where both Parties require a Guy Wire, shall be in accordance with **IOP#11-Exchange of Notice Procedure**.
7. Placement of Stub Poles (Poles used solely for guying) and Push Braces may be used as an alternative to placing Anchors and Anchor Rods. If a Stub Pole or Push Brace is required for the Joint Use of a Pole, it shall be placed in accordance with the provisions of **IOP#2-Placement and Removal of Jointly-Owned Poles**.
8. Verizon shall be responsible for the removal of unused or abandoned Jointly-Owned Anchors and Anchor Rods.

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IOP # 5

Work Performed and Maintenance of Attachments On Jointly-Owned Poles

This Intercompany Operating Procedure addresses the responsibility of each Party when performing work on Jointly-Owned Poles.

1. Each Party shall place and maintain its own Attachments and perform work on Jointly-Owned Poles in accordance with the specifications of the latest editions of the Manual of Construction Procedures (Blue Book), National Grid Standards, the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules, regulations and provisions of the Occupational Safety and Health Act (OSHA), or any governing authority having jurisdiction over the subject matter, and as may be amended from time to time. Where a difference in specifications may exist, the more stringent requirement shall apply.
2. Each Party shall place and maintain its own Attachments on Jointly-Owned Poles in a manner that does not interfere with the existing Attachments of the other Party. To the extent a Party's Attachments ("Interfering Party") interfere with the existing Attachments of the other Party, the Interfering Party shall be liable for any reasonable costs incurred by the other Party in addressing the interference and/or for damages sustained as a result of the interference. The Interfering Party shall be notified of its interference in accordance with **IOP#11-Exchange of Notice Procedure**. Invoicing for such situations shall be on an actual cost basis unless otherwise agreed to by the Parties and shall be included on the monthly invoice issued in accordance with **IOP#12-Invoicing Schedule and Reconciliation**. Invoiced charges shall be payable upon mutual agreement of the Parties and in accordance with **IOP#11-Exchange of Notice Procedure**.

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IOP # 6

Removal of Jointly-Owned Poles and Transfers of Attachments

This Intercompany Operating Procedure describes the process to be followed by the Parties and Licensees when a Jointly-Owned Pole is replaced or relocated, including the transfer of Attachments from the old to the new Pole.

1. Prior to replacing or relocating a Jointly-Owned Pole, National Grid shall create a Pole transfer notification ("PT Notification") in the National Joint Utilities Notification System (NJUNS). The PT Notification shall identify each Licensee with Attachments on the Pole and the order in which each Licensee shall transfer its Attachments to the new Pole ("Transfer Steps"). The PT Notification shall also include a Transfer Step and a Pull Pole/Pull Top step for Verizon.
2. Immediately following its placement of the new Pole, National Grid shall update the PT Notification to "Open" status. The "Next to Go" transfer step shall be updated from "Pending" to "Complete" and the next party in the Transfer Steps shall be notified that its Attachments must be transferred.
 - a) The Parties shall transfer their Attachments to the new Pole within thirty (30) days of receiving notice to do so.
 - b) National Grid shall "**top**" the Pole being replaced after transferring its Attachments to the new Pole in order to facilitate the transfer of Attachment by Licensees and Verizon.
 - c) Licensees must transfer their Attachments in accordance with the applicable terms and conditions of their Pole Attachment Agreements.
 - d) After all other Attachments have been removed, Verizon shall remove the old Pole or Pole Top, Anchor(s) and Anchor Rod(s), and shall invoice National Grid for its share of the removal costs in accordance with **IOP#12-Invoicing Schedule and Reconciliation**.

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IOP # 7

Unauthorized Attachments

This Intercompany Operating Procedure (IOP) addresses unauthorized Attachments by one Party to a solely-owned Pole of the other Party.

- 1. Unauthorized Attachments:** In order for one Party to place its Attachments on the solely-owned Pole of the other Party, it must first purchase a Joint Ownership interest in the solely-owned Pole in accordance with **IOP#1-Acquiring and Abandoning Joint Ownership of Poles**. As between the Parties, an unauthorized Attachment is created when one Party places its Attachments on a Pole solely-owned by the other Party without first purchasing a fifty-percent (50%) interest in that Pole.
- 2. Subsequent Authorization:** If either Party identifies unauthorized Attachments on a solely-owned Pole, whether its own or that of the other Party, it shall provide written notification to the other Party immediately in accordance with **IOP#11-Exchange of Notice Procedure**. The Party owning the unauthorized Attachment must initiate a request to purchase an ownership interest in the Pole within thirty (30) days of receiving or sending the notification in accordance with **IOP #1-Acquiring and Abandoning Joint Ownership of Poles**. The Party solely owning the Pole shall then determine if the Pole is suitable for Joint Use. If the Pole is not suitable for Joint Use, the cost to make the Pole suitable shall be borne by the Party owning the unauthorized Attachment. Upon the attaching Party's purchase of an ownership interest, the Pole shall become a Jointly-Owned Pole.
- 3. Rights-of-Way:** The Party owning the unauthorized Attachment shall be solely responsible for securing any rights-of-way, easements, licenses or other authorizations required to maintain its Attachment on the Pole.

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IOP # 8

Boxing of Attachments on Jointly-Owned Poles

This Intercompany Operating Procedure addresses the policy for Pole Boxing on Jointly-Owned Poles.

1. **Pole Boxing:** The term "Pole Boxing" refers to the placement of Attachments on opposing sides of a Pole below the power space. Because Pole Boxing can create an unsafe condition, it is permissible only on a case-by-case basis if it is the only viable alternative, which means that the use of any other available method(s) would be unreasonably costly to one or both Parties. Use of Pole Boxing when viable alternative methods are available may be treated as interference, subject to resolution in accordance with **IOP# 5-Work Performed and Maintenance of Attachments On Jointly-Owned Poles**. Verizon's Attachments, to the extent practicable, shall be placed on the same side of the Pole, with twelve inches (12") vertical separation from other Attachments on the Pole. The road side face of the Pole is the preferred side for Attachments.
2. **Alternatives:** All proposals to use Pole Boxing shall be reviewed on a case-by-case basis and shall be permitted upon mutual agreement of the Parties. In determining whether Pole Boxing is appropriate for a particular Attachment, the Parties, among other things, shall consider:
 - a. Whether the Pole in question already has Attachments that are Boxed;
 - b. Whether other Poles in the same Pole line have Attachments that are already Boxed;
 - c. Whether there is an adequate alternative Attachment method available (possible alternatives include over-lashing, rearrangement of existing Attachments to meet clearance requirements, a Pole Top Extension or Pole replacement); and
 - d. Whether existing Attachments on the Pole, including street lights, antennas, or other Pole mounted equipment, are compatible with Pole Boxing.

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IOP # 9

Inspection of Jointly Owned Poles

The purpose of this Intercompany Operating Procedure is to provide a uniform practice for the inspection of Jointly-Owned Poles in order to ensure the integrity of Pole plant.

Pole Inspections

1. National Grid is responsible for inspecting all Jointly-Owned Poles in accordance with National Grid's standards, specifications and procedures.
2. Any Pole deemed no longer suitable for Joint Use, whether identified during an inspection or otherwise, shall be identified and communicated between the Parties in accordance with **IOP#11-Exchange of Notice Procedure**, and shall be replaced and invoiced in accordance with **IOP #2-Placement and Removal of Jointly Owned Poles**.

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IOP # 10

Bonding and Grounding

This Intercompany Operating Procedure (IOP) describes the process by which Verizon shall bond and ground its Attachments to Jointly-Owned Poles and the procedure by which it shall make a bonding request to National Grid when a connection is required.

1. **Purpose** – The purpose of bonding Verizon suspension strands to National Grid's common neutral is to reduce the possibility of electric shock and minimize plant damage in the event of an accidental contact of the strand with National Grid wires.
2. **Method of Bonding** – Multi-grounded neutral bonding is accomplished by a Verizon technician connecting a minimum of #6 copper conductors to the Verizon aerial cable suspension strand and leaving coiled, at this point, an additional length (usually about 6 feet) sufficient to reach the National Grid common neutral.

National Grid, in all cases, shall make the connection between the bond wire connected to the Verizon suspension strand and the National Grid common neutral. The National Grid common neutral is a single conductor utilized as a neutral by all circuits, both primary and secondary on the Pole line. The common neutral shall be effectively multi-grounded with at least four Pole ground connections on the conductor per mile offline exclusive of ground connections at customer's service equipment.

If a vertical ground exists on the Pole then the Verizon technician may bond to the vertical ground within the communication space on the Pole.

3. Procedure

- a. **Bonding Requests** – Bonding requests shall be made, upon completion of construction, by Verizon in accordance with **IOP#11-Exchange of Notice Procedure**. Verizon's requests shall be held by National Grid until the connections have been made. The completion date shall then be filled in and one copy of the *Exchange of Notice* returned to Verizon within thirty (30) days of work completion.
- b. **Invoicing**- Whenever a special trip is necessary to make satisfy a bonding request; invoicing for bonding connections shall be invoiced in accordance with **IOP#12-Invoicing Schedule and Reconciliation**.

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IOP # 11

Exchange of Notice Procedure

This Intercompany Operating Procedure describes the process by which the Parties intend to communicate and document activity related directly to Jointly-Owned Poles, thereby creating an auditable paper trail showing the Parties' concurrence on both work performed and any associated invoicing resulting from that work.

1. An *Exchange of Notice* is required for each of the following activities and as otherwise specified in an IOP:
 - a. Requesting a Joint Ownership interest in a Party's solely-owned Pole.
 - b. Notice of intent or request to place a new Jointly-Owned Pole.
 - c. Notice of intent or request to replace a Jointly-Owned Pole and/or Anchor.
 - d. Notice of intent or request to relocate a Jointly-Owned Pole and/or Anchor.
 - e. Notice of intent or request to abandon a Jointly-Owned Pole and/or Anchor.
2. An *Exchange of Notice* shall only be accepted via an electronic transmission to designated group e-mail boxes identified by the Parties. The electronic sent date on the e-mail transmitting the *Exchange of Notice* shall be the official time and date of the notification.
3. Invoicing related to Jointly-Owned Pole work will not be permitted during the monthly reconciliation process if it does not have a corresponding *Exchange of Notice* electronically signed and approved by the Party to whom the *Exchange of Notice* was directed. If an invoice properly captured by an *Exchange of Notice* is disputed, the resolution of that dispute must be documented through an *Exchange of Notice* provided by the invoicing Party.
4. An *Exchange of Notice* can be Approved, Refused, Rejected or Cancelled.

Approved: An *Exchange of Notice* is approved when either: (1) the receiving Party electronically signs on the "Approved By" line and returns the *Notice of Exchange* to the originating Party; or (2) the receiving Party fails to sign and return the *Exchange of Notice* within thirty (30) days of the date of the notification. . If an *Exchange of Notice* is approved, the terms of that *Notice of Exchange* cannot be changed without the mutual consent of the Parties. In such event, the Party requesting the change(s) must submit a revised *Notice of Exchange* capturing the change(s) and the receiving Party must approve and return the revised *Exchange of Notice*.

Refused: An *Exchange of Notice* is refused when the receiving Party electronically signs on the "Refused By" line and returns the *Notice of Exchange* to the originating Party. A refused *Exchange of Notice* is one in which the receiving Party declines to permit a Joint Ownership interest in its solely owned Pole(s) and/ or to undertake the work requested in the *Notice of Exchange*.

Rejected: An *Exchange of Notice* is rejected when the receiving Party electronically signs on the "Rejected By" line and returns the *Notice of Exchange* to the originating Party. An incomplete *Exchange of Notice* shall always be rejected. A rejected *Notice of Exchange* is neither approved nor refused. The reason(s) for rejecting the *Exchange of Notice* must be provided in the "Sketch/Instructions" section of the *Exchange of Notice*, which shall include the name and contact number of the employee rejecting the *Exchange of Notice*, the date of the rejection and a

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detailed explanation for the rejection. The initiating Party may thereafter submit a supplemental *Exchange of Notice* to address the reasons for the rejection. The 30-day clock shall reset on a supplemental *Exchange of Notice*.

An *Exchange of Notice* may be rejected multiple times until it is either accepted or refused by the receiving Party, or cancelled by the originating Party.

Cancelled: An *Exchange of Notice* may be cancelled by the initiating Party at any time by resending the Exchange of Notice to the receiving Party and including in the "Sketch/Instructions" section the word "CANCELLED," the reason(s) for the cancellation, and the name and contact number of the employee cancelling the *Exchange of Notice*.

5. A Party that desires to change an approved *Exchange of Notice* shall insert in the Sketch/Instructions section of that *Exchange of Notice* the word "**REVISED**," the name and contact number of the employee requesting the revision(s), a clear and concise statement of the revisions requested and the reason(s) for each, and shall send the revised *Exchange of Notice* to the other Party as soon as the need for a revision is identified. No information from the original approved *Exchange of Notice* should be modified or removed. The revised *Exchange of Notice* shall then be processed as described in this IOP.

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IOP # 12

Invoicing Schedule and Reconciliation

This Intercompany Operating Procedure describes the manner in which the Parties shall invoice each other for their respective share of expenses incurred in connection with work done on Jointly-Owned Poles.

1. Invoicing Requirements

Invoicing for all Jointly-Owned Pole related work activity, including Pole placements, replacements, relocations and removals, shall occur on a monthly basis. Except as otherwise provided in IOP#14-Emergency Restoration, each invoice must comply with all of the following in order to become payable by the Party invoiced:

- The completed work included in each invoice must be covered by a fully executed *Exchange of Notice* in accordance with IOP#11-Exchange of Notice Procedure and include a reference to each applicable *Exchange of Notice*.
- An itemized Preliminary Invoice must be rendered by the sixth (6th) business day of the month (or the next business day if the 6th business day falls on a holiday) by each Party for work completed in the prior month or for a prior period not to exceed ninety (90) days from the date the invoice is issued.
- A Final Invoice must be rendered by the 25th calendar day of the month.
- All work entries on a Preliminary Invoice must correlate with the work described in a *Notice of Exchange* that accompanies that invoice.
- Any discrepancy or Dispute regarding a work item on a Preliminary Invoice and the corresponding *Notice of Exchange* shall be addressed by the designated representatives of each Party for resolution.
- If a discrepancy or Dispute regarding a work item on a Preliminary Invoice and the corresponding *Notice of Exchange* is resolved prior to the 25th calendar day of the month, that work item either shall be included or excluded from the Final Invoice for that month, depending on how the discrepancy was resolved.
- If the discrepancy or Dispute cannot be resolved before the 25th calendar day of the month, it shall be removed from Final Invoice and included in the first invoice issued after the date it is resolved.
- A Final Invoice must be paid within forty-five (45) calendar days of receipt or be subject to a 10% late fee in accordance with Article 8 of the Agreement.
- Each Party shall pay the amount invoiced (excluding validly disputed amounts); neither Party may reduce the amount invoiced to it by deducting the amount it invoiced to the other Party.

2. Invoice Rates

The invoice rates in effect as of the date of the Effective Date of this Agreement for the work described below are as follows:

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- Installation of a new Jointly-Owned Pole and Anchor, or acquisition of a Joint-Ownership interest in a new or solely-owned Pole:

\$1,240.00 per Pole

- Removal and disposal of an existing Jointly-Owned Pole and Anchor

\$385.00 per Pole

- Placement of Electrical Bond

\$98.00 per Pole

- Purchasing an interest in a solely owned Anchor

\$0.00

The rates listed above and in the Agreement shall remain in effect for an initial term of four (4) years. At the end of every four (4) years, the Parties shall engage in a good faith evaluation of the adequacy and reasonableness of the rates and, upon mutual written agreement, shall modify the rates as appropriate. Until and unless new rates become effective, the rates listed above, or the last ones mutually agreed upon, shall remain in effect.

A Party may invoice the other Party for work that is not listed above if such work is performed pursuant to an approved *Exchange of Notice* and the Parties agreed on the rate(s) for such work prior to the work being performed.

3. Monthly Summary of Intercompany Invoicing

The Parties agree to work in good faith to develop and implement a mutually acceptable Monthly Summary of Intercompany Invoicing reflecting the invoices issued by each Party per month.

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IOP # 13

Single Stream Pole Attachment Transfer Process

The Parties wish to implement a Single Stream Pole Attachment Transfer Process. This Intercompany Operating Procedure is reserved for and shall be finalized after the Single Stream Pole Attachment Transfer Process trial is completed. However, if the results of the trial establish that a Single Stream Pole Attachment Transfer Process is not feasible, the Parties agree to work in good faith on a mutually acceptable alternative process for the transfer of third party Attachments on Jointly-Owned Poles.

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IOP # 14

Emergency Restoration

This Intercompany Operating Procedure addresses the actions performed by the Parties to prepare for and respond to emergency situations.

National Grid Electric Emergency Response Plan (ERP)

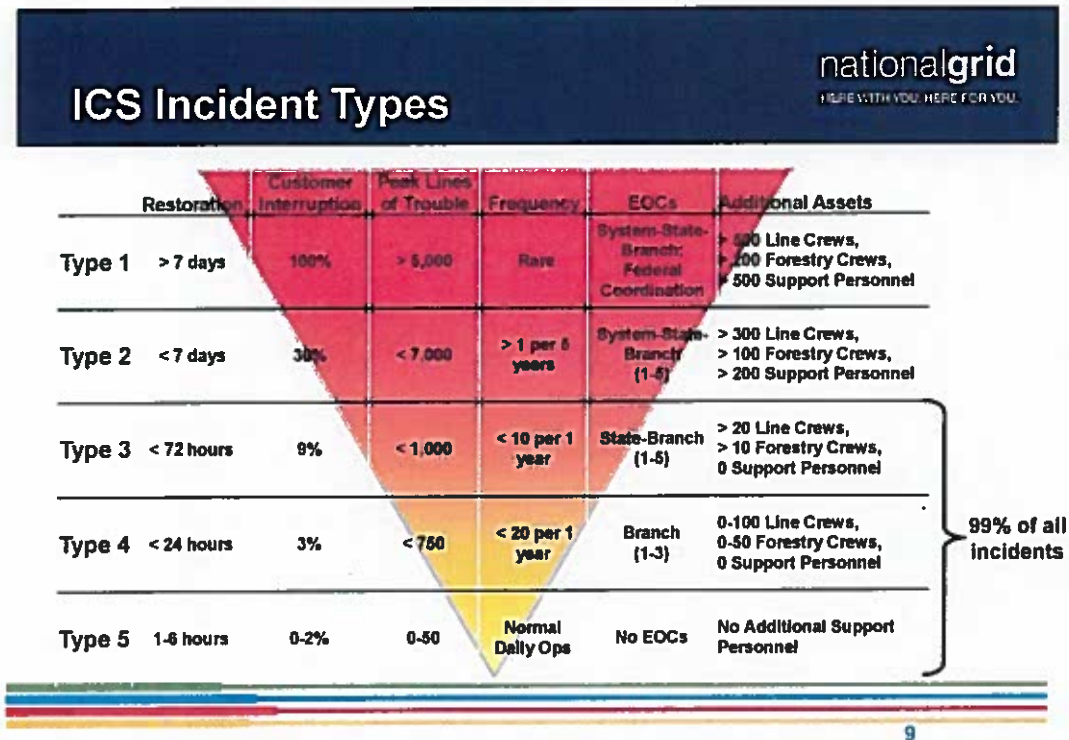
National Grid's ERPs are used to manage outages caused by storms, natural disasters, civil unrest, major equipment failures, or other events ("Emergency Events"). The ERP includes procedures that shall be adhered to by National Grid whenever an emergency occurs. The ERP provides the framework for the orderly response of National Grid to Emergency Events. The ERP utilizes the National Incident Management System ("NIMS"), which is a comprehensive national approach to incident management applicable at all levels of National Grid's Emergency Response Organization ("ERO") and across functional disciplines. The ERP is focused on the safety of the public, National Grid's workforce and any other emergency responders, and addresses the operation of its Emergency Operation Centers ("EOCs").

National Grid shall provide written notice to Verizon within thirty (30) days of any update(s) to its ERP. To the extent an update creates a conflict between this IOP and the updated ERP, the terms of the updated ERP will govern, and the Parties shall amend this IOP as appropriate to eliminate the conflict. Notwithstanding the foregoing, any change to NIMS shall not be effective until the Parties have met and agreed upon the appropriate amendment to this IOP. All such amendments to this IOP shall be completed within sixty (60) of the notice from National Grid of the ERP update.

NIMS Incident Classification System ("ICS")

Under the NIMS ICS, Emergency Events are classified by severity, from 1 to 5, with a Type 1 Emergency Event being the most severe, the most geographically widespread, and typically of the longest duration. The table below describes the key characteristics associated with each type of Emergency Event, such as estimated restoration time and customer impact, and provides guidance for system-wide response planning by National Grid. Whenever an Emergency Event occurs, National Grid activates its ERO to the appropriate level required to manage the event. The versatility of the ICS allows for a smooth transition in response from one condition to another as weather and outage conditions change.

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(Above ICS Incident Types Table is as of 1/30/2017)

To facilitate the communication of restoration activity and joint work requirements, the following steps shall be taken by the National Grid Joint Pole Coordinator, who shall be responsible for communicating and documenting each step.

Step	Joint Pole Coordinator
1	Notify Verizon of plan to remain centralized or decentralized, 12-24 hours before event
2	Activate Plan day zero (0) ICS Level
3	Monitor available information regarding the status of the Emergency Event and continue to evaluate the risk and take appropriate actions as needed
4	Maintain close communication with the ERO for the duration of the event
5	Reconcile Data as noted in Sections 5 and 6.

1. Emergency Restoration Vegetation/Tree Clearing – All vegetation/tree clearing associated with an emergency restoration event shall be managed by National Grid, or its representatives. Vegetation/tree clearing includes the removal of fallen trees, branches, and large and small limbs. When an Emergency Event is of such a magnitude that a pole coordinator is needed from both Parties, upon request by National Grid, Verizon shall supply a pole coordinator who shall support National Grid’s emergency restoration efforts as needed.

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2. **Storm Pole Sets** – Except as provided in paragraph 4 below, National Grid shall perform all emergency restoration Pole sets and shall invoice Verizon in accordance with **IOP #11-Exchange of Notice Procedure** and **IOP #12-Invoicing Schedule and Reconciliation**. Immediately following Pole placement, National Grid shall create a Pole Transfer Notification (PT Notification) in the National Joint Utilities Notification System (NJUNS) as required in **IOP#6-Removal of Jointly-Owned Poles and Transfer of Attachments**. An additional 10% shall be added to the standard flat rate for Pole replacements set forth in and **IOP #12-Invoicing Schedule and Reconciliation** to cover additional costs associated with storm sets (“Storm Pole Set Rate”). National Grid shall take Verizon-prioritized damaged Poles into consideration when prioritizing power restoration.
3. **Emergency Restoration Double Pole Removals** – If a Double Pole creates a safety hazard or interferes with emergency restoration efforts, or where circumstances make it otherwise necessary to remove the Double Pole, National Grid shall remove the Double Pole and bill Verizon in accordance with and **IOP #12-Invoicing Schedule and Reconciliation**.
4. **Verizon Pole Set Assistance** – Verizon may, at its discretion, set Poles during major Emergency Events to supplement National Grid’s Pole-setting crews but only shall in areas where National Grid confirms that the electric has been made safe. Poles set by Verizon shall be billed to National Grid at the Storm Pole Set Rate. Joint work with Verizon line crews (i.e., Verizon assistance to set new Poles) shall be coordinated between the National Grid Division Supervisors, or their designees, and the Verizon representative, who shall be co-located at the National Grid Division Operating Headquarters.
5. **Invoice and Supporting Document Detail** – The following minimum level of detail must be provided in the invoices for emergency restoration work:
 - Date work was performed
 - Name of contractor performing the work
 - Location of work performed, by street name, city and state
 - A description of the work performed, the total amount invoiced for that work and how was it billed (hourly or unit).
 - For vegetation/tree clearing costs invoiced to Verizon, a line item clearly indicating the amount constituting the 7% owed to National Grid.

If the minimum level of detail as described above is not provided, the invoiced Party has the right to refuse payment until the minimum level of detail is provided, which must be provided within thirty (30) days of the initial invoice.

6. **Billing for Emergency Restoration Work** – National Grid will notify Verizon when (1) a submission for storm recovery is made seeking reimbursement as a Qualifying Event, and (2) when it receives official notice that the storm recovery has been deemed a Qualifying Event. National Grid’s notice must be provided in accordance with **IOP #11-Exchange of Notice Procedure**.

National Grid shall provide a Preliminary Invoice and Supporting Document Detail in accordance with **IOP#12-Invoicing Schedule and Reconciliation** within ninety (90) days after the date National Grid receives notice that the event is a Qualifying Event. Verizon shall have thirty (30) days thereafter to review the Preliminary Invoice and raise any concerns with National Grid. National Grid shall issue a Final Invoice within ninety (90) days after the 30-day review period

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has expired unless otherwise agreed to by the Parties. Verizon shall be responsible for 7% of all National Grid vegetation/tree clearing costs for Types 1-4 Qualifying Events.

If Verizon intends to invoice Nation Grid for storm recovery costs, Verizon shall provide a Preliminary Invoice and Supporting Document Detail in accordance with **IOP#12-Invoicing Schedule and Reconciliation** within ninety (90) days after receiving notice from National Grid that the storm recovery has been deemed a Qualifying Event. National Grid shall have thirty (30) days thereafter to review the Preliminary Invoice and raise any concerns with Verizon. Verizon shall issue a Final Invoice within ninety (90) days after the 30-day review period has expired unless otherwise agreed to by the Parties.

7. **Lodging and Meals** – Each Party shall be responsible for managing meals and lodging for its crews unless otherwise mutually agreed upon.