VERIZON PENNSYLVANIA LLC
AND VERIZON NORTH LLC
STATEMENT NO. 1.0

VERIZON PENNSYLVANIA LLC AND
VERIZON NORTH LLC

V.

METROPOLITAN EDISON COMPANY,
PENNSYLVANIA ELECTRIC COMPANY,
AND PENN POWER COMPANY

DOCKET NO. C-2020-3019347

VERIZON PENNSYLVANIA LLC
AND VERIZON NORTH LLC

STATEMENT NO. 1.0

(DIRECT TESTIMONY)

WITNESS: Stephen C. Mills

DATED: April 21, 2020

PUBLIC VERSION

1 **Q. PLEASE STATE YOUR NAME, TITLE AND BUSINESS ADDRESS.**

2 A. My name is Stephen C. Mills. I am a Consultant – Contract Management in the Wireline
3 Network Operations Division of Verizon Services Corporation. My business address is
4 502 E. Piedmont Street, Culpeper, VA 22701.

5 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL**
6 **BACKGROUND.**

7 A. I have a Bachelor of Science in Professional Technology Studies with a concentration in
8 Telecommunications from Pace University. I have worked for Verizon for over 23 years
9 and was promoted to my current position in 2005. As a Consultant – Contract
10 Management, I am responsible for the negotiation and implementation of joint use
11 agreements and pole attachment agreements in Verizon's service areas in Pennsylvania,
12 Maryland, Delaware, Virginia, and Washington, DC. My professional background is
13 more fully described in Exhibit SCM-1.

14 **Q. ON WHOSE BEHALF ARE YOU SUBMITTING THIS TESTIMONY?**

15 A. I am submitting this testimony on behalf of Verizon Pennsylvania LLC ("Verizon PA")
16 and Verizon North LLC ("Verizon North") (collectively, "Verizon").

17 **Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?**

18 A. The purpose of my testimony is to support Verizon's pole attachment complaint against
19 the Pennsylvania operating subsidiaries of FirstEnergy Corp. known as Metropolitan
20 Edison Company ("Met-Ed"), Pennsylvania Electric Company ("Penelec"), and
21 Pennsylvania Power Company ("Penn Power") (collectively, "FirstEnergy").

1 **Q. HAVE YOU PREVIOUSLY PROVIDED TESTIMONY IN THIS CASE?**
2 A. Yes. In the prior phase of this case at the FCC, I executed a sworn Affidavit on
3 November 19, 2019. My November 19, 2019 sworn Affidavit was filed at the FCC as
4 Exhibit A to Verizon's November 20, 2019 Pole Attachment Complaint against
5 FirstEnergy in FCC Proceeding No. 19-354, Bureau ID No. EB-19-MD-008 and is
6 attached to this direct testimony as Exhibit SCM-1.

7 **Q. PLEASE DESCRIBE THE TESTIMONY YOU PROVIDE IN EXHIBIT SCM-1.**
8 A. Verizon and FirstEnergy share utility poles in Pennsylvania under the terms and
9 conditions of ten joint use agreements entered with various Verizon predecessor
10 companies between 1958 and 1988 and amended between 1999 and 2009. My testimony
11 includes a description of the joint use agreements and the pole attachment rent
12 FirstEnergy invoiced and collected from Verizon under those agreements since 2011.

13 I also detail Verizon's extensive and good faith efforts since early 2012 to negotiate with
14 FirstEnergy for a just and reasonable pole attachment rental rate that complies with
15 federal law and regulations, which have now been adopted by the Pennsylvania Public
16 Utility Commission. I explain that FirstEnergy owns about three of the utility poles
17 shared by the parties for every pole owned by Verizon, which gives FirstEnergy
18 significant bargaining leverage to resist any reduction to the net rental amount it collects
19 from Verizon each year. I describe how FirstEnergy resisted Verizon's negotiations by
20 delaying rate discussions, making factually incorrect arguments, and extending offers that
21 were patently unreasonable under the FCC's standards. I specifically address and rebut
22 each item in the list of alleged "competitive advantages" FirstEnergy sent Verizon on

1 June 7, 2018 to try to justify FirstEnergy's effort to continue charging Verizon rates that
2 far exceed the new telecom rates set by formula for Verizon's competitors.

3 **Q. DO YOU HAVE ANY CORRECTIONS TO MAKE TO EXHIBIT SCM-1?**

4 A. No.

5 **Q. DO YOU REAFFIRM AND ADOPT THE SWORN AFFIDAVIT ATTACHED AS**
6 **EXHIBIT SCM-1 AS YOUR DIRECT TESTIMONY IN THIS PHASE OF THE**
7 **PROCEEDING?**

8 A. Yes. Rather than repeating my November 19, 2019 sworn Affidavit, I adopt Exhibit
9 SCM-1 in its entirety as my direct testimony.

10 **Q. ARE YOU SPONSORING ANY OTHER EXHIBITS WITH YOUR DIRECT**
11 **TESTIMONY?**

12 A. Yes. Exhibits SCM-2 through SCM-7 include exhibits that Verizon filed at the FCC as
13 Verizon Exhibits 1 through 35. I have maintained the FCC exhibit numbers to limit the
14 potential for confusion. The exhibits are categorized by topic as follows:

15 • Exhibit SCM-2 includes the joint use agreements and amendments between
16 Verizon and FirstEnergy (Verizon's FCC Exhibits 1 – 12);

17 • Exhibit SCM-3 includes FirstEnergy's draft license agreement and two license
18 agreements between FirstEnergy and Verizon's affiliates (Verizon's FCC Exhibits
19 13 – 15);

20 • Exhibit SCM-4 includes pole attachment rental invoices for the 2018 rental year
21 (Verizon's FCC Exhibit 16);

22 • Exhibit SCM-5 includes correspondence between Verizon and FirstEnergy
23 regarding their rate negotiations (Verizon's FCC Exhibits 17 – 29);

24 • Exhibit SCM-6 includes FirstEnergy's Field Reference Guide Joint Use
25 (Verizon's FCC Exhibit 30);

26 • Exhibit SCM-7 includes excerpts from various FirstEnergy filings establishing its
27 regulatory status and the addresses of its operating companies (Verizon's FCC
28 Exhibits 31 – 35).

1 **Q. DOES THIS CONCLUDE YOUR DIRECT TESTIMONY?**

2 A. Yes, although I reserve the right to supplement my direct testimony should it become

3 necessary to do so.

Exhibit SCM-1

Redacted Public Version

Exhibit A

Before the
Federal Communications Commission
Washington, DC 20554

VERIZON PENNSYLVANIA LLC and VERIZON NORTH LLC, Complainants, v. METROPOLITAN EDISON COMPANY, PENNSYLVANIA ELECTRIC COMPANY, and PENN POWER COMPANY, Defendants.	Proceeding No. 19-___ Bureau ID No. EB-19-MD-___

AFFIDAVIT OF STEPHEN C. MILLS

COMMONWEALTH OF VIRGINIA)
) ss.
COUNTY OF CULPEPER)

I, STEPHEN C. MILLS, being sworn, depose and say:

1. I am a Consultant – Contract Management in the Wireline Network Operations Division of Verizon Services Corporation. I am executing this Affidavit in support of the Pole Attachment Complaint of Verizon Pennsylvania LLC ("Verizon Pennsylvania") and Verizon North LLC ("Verizon North") (collectively, "Verizon") against the Pennsylvania operating subsidiaries of FirstEnergy Corp. known as Metropolitan Edison Company ("Met-Ed"), Pennsylvania Electric Company ("Penelec"), and Pennsylvania Power Company ("Penn Power") (collectively, "FirstEnergy"). I am also executing an Affidavit today in support of a related Pole Attachment Complaint that Verizon Maryland LLC is filing against the Maryland operating subsidiary of FirstEnergy Corp. known as The Potomac Edison Company ("Potomac Edison"). I know the following of my own personal knowledge and, if called as a witness in this action, I

could and would testify competently to these facts under oath. I reserve the right to supplement or revise this Affidavit as additional information becomes available.

2. I have a Bachelor of Science in Professional Technology Studies with a concentration in Telecommunications from Pace University. I have worked for Verizon for over 23 years. I began my career working with telecommunications facilities and utility pole infrastructure as an installer and repairman. I then became a cable splicing technician where I worked on the physical placement and connection of telecommunication facilities in both the aerial and buried environment. From there, I was promoted to an engineering assistant where I designed the placement of telecommunication facilities in both the aerial and buried environment. In 2005, I was promoted to my current position. As a Consultant – Contract Management, I am responsible for the negotiation and implementation of joint use agreements and pole attachment agreements in Verizon's service areas in Pennsylvania, Maryland, Delaware, Virginia, and Washington, DC. These include the joint use agreements and amendments with FirstEnergy that are attached to Verizon's Pole Attachment Complaint as Exhibits 1 to 12.

3. I also provide support on issues relating to access to Verizon-owned utility poles and am aware of the terms and conditions that typically apply to competitive local exchange carriers ("CLECs") and cable companies that attach to poles owned by incumbent local exchange carriers ("ILECs") and investor-owned electric utilities. I also have access to information maintained by Verizon's CLEC affiliates in Pennsylvania: MCI Communications Services, Inc., MCImetro Access Transmission Services Corp., and XO Communications Services, LLC.

4. Verizon Pennsylvania and Verizon North are Delaware limited liability companies with a principal place of business at 900 Race Street, Philadelphia, Pennsylvania

19107. Each is an ILEC that provides telecommunications and other services to areas of Pennsylvania.

5. Verizon shares utility poles in Pennsylvania with defendants. Met-Ed's service territory includes parts of southeast Pennsylvania, including (but not limited to) Reading, Berks County, and York County. Penelec's service territory includes parts of central and northern Pennsylvania, including (but not limited to) Erie, Cambria County, and Somerset County. Penn Power's service territory includes parts of western Pennsylvania, including (but not limited to) Lawrence County and Mercer County.

6. Verizon and FirstEnergy are party to ten joint use agreements that have similar terms and conditions and were entered with various Verizon predecessor companies between 1958 and 1988. FirstEnergy charges Verizon pole attachment rent each year using rental rate provisions that were amended between 1999 and 2009. Each of these documents is attached to Verizon's Pole Attachment Complaint as Exhibits 1 through 12. Exhibits 1 through 5 are Verizon's five joint use agreements with Met-Ed, and Exhibit 6 contains the four memoranda of understanding with the current Met-Ed rental rate provision. Exhibits 7 through 10 are Verizon's four joint use agreements with Penelec, and Exhibit 11 contains the four memoranda of understanding with the current Penelec rate provision. Exhibit 12 is Verizon's joint use agreement with Penn Power, with the 1999 letter agreement that has the current Penn Power rate provision.

A. FirstEnergy's Unjust and Unreasonable Rates

7. Each year, FirstEnergy sends Verizon eleven invoices for pole attachment rent—five from Met-Ed, five from Penelec, and one from Penn Power. The invoices from Met-Ed reflect a so-called "deficiency" pole attachment rent methodology, under which Met-Ed charges Verizon an exceptionally high rental rate for a subset of Met-Ed poles, but does not assign itself

any rental amount for its use of Verizon's poles. The invoices from Penelec reflect a so-called "net" pole attachment rent methodology, which charges Verizon for the net rental amount that results when Penelec's rent for use of Verizon's poles is subtracted from Verizon's rent for use of Penelec's poles. The invoice from Penn Power charges Verizon for "gross" pole attachment rent, which is the rental amount for Verizon's use of Penn Power's poles. Verizon, in turn, charges Penn Power for "gross" pole attachment rent, meaning the rental amount for Penn Power's use of Verizon's poles.

8. Copies of FirstEnergy's eleven invoices for 2018 pole attachment rent, and Verizon's invoice to Penn Power for 2018 pole attachment rent, are attached to Verizon's Pole Attachment Complaint as Exhibit 16. Because defendants invoice rent at different times during the year, the 2018 rental year is the most recent rental year that all defendants have invoiced and collected pole attachment rent from Verizon. FirstEnergy's invoices for the 2018 rental year, which are attached to Verizon's Pole Attachment Complaint as Exhibit 16, are representative of the invoices FirstEnergy has sent each year since at least the effective date of the *Pole Attachment Order*.[1]

9. The invoices attached to the pole attachment complaint show that, for the 2018 rental year, Verizon paid FirstEnergy more than [REDACTED] in pole attachment rent, which reflects both the rental amount FirstEnergy charged Verizon and the amount (if any) that FirstEnergy paid for use of Verizon's poles. The invoices further show that, as of the 2018 rental year, the parties shared 412,697 poles in Pennsylvania, with Verizon owning 110,843 of the

[1] *Implementation of Section 224 of the Act; A National Broadband Plan for Our Future*, Report and Order and Order on Reconsideration, 26 FCC Rcd 5240 (2011) ("*Pole Attachment Order*").

jointly used poles, or 27 percent, and FirstEnergy owning 301,854 of the jointly used poles, or 73 percent.

10. Verizon made similar net rental payments to FirstEnergy each year since at least the effective date of the *Pole Attachment Order*:

Rental Year	Met-Ed	Penelec	Penn Power	Total
2011				
2012				
2013				
2014				
2015				
2016				
2017				
2018				
2019	Not yet invoiced			

11. These net rental payments were calculated based on rental rates for Verizon that far exceed the rental rates Verizon charged CLECs and cable companies attached to Verizon's poles. For example, for the 2011 to 2018 rental years, when Verizon paid Met-Ed, Penelec, and Penn Power pole attachment rates ranging from per pole, Verizon charged CLECs and cable companies pole attachment rates that ranged from per pole in Pennsylvania.

12. Additional information about the pole attachment rent Verizon has paid Met-Ed, Penelec, and Penn Power since the effective date of the *Pole Attachment Order* follows.

1) Met-Ed

13. Met-Ed sends Verizon five pole attachment rent invoices each year, with each invoice covering a different section of the joint use network. Met-Ed charges Verizon using the rate methodology in four memoranda of understanding entered in 2009. The methodology

requires Verizon to pay an exceptionally high rental rate on a subset of joint use poles that Met-Ed refers to as "deficiency" poles. This subset of poles reflects the difference between the number of joint use poles Verizon owns and the number of joint use poles Verizon would own if it owned 45 percent of the joint use poles.

14. Met-Ed's current rate provision was adopted when Verizon owned 19 percent of the joint use poles, as evidenced by pole ownership numbers agreed upon in the 2009 memoranda of understanding:

Memorandum of Understanding	Joint Use Poles Owned by Met-Ed	Joint Use Poles Owned by Verizon	Total Joint Use Poles
#11001			
#11002			
#11007			
#11008			
#11011			
Total			
Percent Ownership	**81%**	**19%**	

15. After the rate provision took effect in 2009, Verizon tried for several years to purchase poles so that it would have a 45 percent pole ownership interest in the joint use network. For example, William J. Balcerski, Assistant General Counsel, Verizon, wrote to FirstEnergy's counsel, Michael G. Wolfe, in April 2012 after Verizon had tried for "over two years" to purchase poles from Met-Ed.[2] He again emphasized Verizon's interest in buying 41,633 poles from Met-Ed throughout the parties' joint use network. Norm Parrish, Manager – Network Engineering, Verizon, similarly wrote to Stephen Schafer, Manager, Joint Use & Cable

[2] *See* Compl. Ex. 17 at VZ00550 (Letter from W. Balcerski, Verizon to M. Wolfe, FirstEnergy (Apr. 30, 2012)).

Locating, FirstEnergy, in August 2012 because "Verizon had been requesting to purchase poles from Met-Ed for several years."[3] Notwithstanding these and other requests, Met-Ed refused to sell Verizon poles.

16. Consequently, the pole ownership disparity between the parties has not changed over the last decade. Met-Ed's most recent invoices, which were for the 2018 rental year, show that Met-Ed continues to own 81 percent of the joint use poles:

Invoice 2018 Rental Year	**Joint Use Poles Owned by Met-Ed**	**Joint Use Poles Owned by Verizon**	**Total Joint Use Poles**
#11001	26,834	4,748	31,582
#11002	39,050	10,105	49,155
#11007	776	108	884
#11008	10,897	2,094	12,991
#11011	51,864	12,972	64,836
Total	129,421	30,027	159,448
Percent Ownership	**81%**	**19%**	

17. Verizon, as a result, continues to pay Met-Ed rent under a rate provision that applies an exceptionally high pole attachment rate to an essentially unchangeable number of poles reflecting the difference between the 19 percent of joint use poles Verizon owns and the 45 percent of joint use poles that Met-Ed would not agree to let Verizon own.

18. In my discussions with Met-Ed, we talked about converting this unfair and somewhat complex rate methodology into a more conventional per-pole rate methodology. For example, in an April 2017 email, Deanna DeWitt, Supervisor, Joint Use and Cable Locating,

[3] *See* Compl. Ex. 18 at VZ00554 (Email from N. Parrish, Verizon to S. Schafer, FirstEnergy (Aug. 17, 2012)).

FirstEnergy, emailed me a rate offer that proposed to convert Verizon's 2015 contract rate of [redacted] to reciprocal per-pole [redacted] rates as follows:[4]

2015 Contract Rate Methodology				
	Joint Use Poles Owned	Number of Poles to which Contract Rate Applies	Contract Rate	Rental Amount
Verizon	30,023	41,727	[redacted]	[redacted]
Met-Ed	129,421	0	--	$0
Net Rent Verizon Pays Met-Ed				[redacted]
Proposed Rate Methodology				
	Joint Use Poles Owned	Number of Poles to which Reciprocal Rate Applies	Contract Rate	Rental Amount
Verizon	30,023	129,421	[redacted]	[redacted]
Met-Ed	129,421	30,023	[redacted]	[redacted]
Net Rent Verizon Pays Met-Ed				[redacted]

19. Verizon did not agree to this change because it did not offer Verizon any relief from Met-Ed's unreasonably high rental rates. Under the proposal, Verizon's net rental payment to Met-Ed would have decreased by just $465.

20. Met-Ed's invoices thus continue to charge Verizon for the difference between Verizon's 19 percent pole ownership interest and a 45 percent pole ownership interest in the joint use network. Using the 2018 rental year as an example, Met-Ed charged Verizon more than [redacted] in pole attachment rent across five invoices as follows (with annual net rental amounts rounded to the nearest dollar):

[4] *See* Compl. Ex. 21 at VZ00572 (Email from D. DeWitt, FirstEnergy to S. Mills, Verizon (Apr. 12, 2017)).

Invoice	Total Poles	Met-Ed Poles	Verizon Poles	45% Poles	Difference	Rental Rate	Rent Paid by Verizon
#11001	31,582	26,834	4,748	14,212	9,464		
#11002	49,155	39,050	10,105	22,120	12,015		
#11007	884	776	108	398	290		
#11008	12,991	10,897	2,094	5,846	3,752		
#11011	64,836	51,864	12,972	29,176	16,204		
Total	**159,448**	**129,421**	**30,027**	**71,752**	**41,725**		

21. Met-Ed charged pole attachment rent that was calculated and invoiced in a similar manner for all rental periods following the *Pole Attachment Order*'s 2011 effective date. The following table includes the total rent that Met-Ed invoiced, and Verizon paid, each rental year from 2011 through 2018 (with annual net rental amounts rounded to the nearest dollar):

Rental Year	Total Poles	Met-Ed Poles	Verizon Poles	45% Poles	Difference	Rental Rate	Rent Paid by Verizon
2011	159,321	129,306	30,015	71,692	41,677		
2012	159,306	129,288	30,018	71,687	41,668		
2013	159,329	129,308	30,021	71,695	41,674		
2014	159,345	129,324	30,021	71,705	41,684		
2015	159,444	129,421	30,023	71,750	41,727		
2016	159,448	129,422	30,026	71,752	41,726		
2017	159,448	129,422	30,026	71,752	41,726		
2018	159,448	129,421	30,027	71,752	41,725		

2) Penelec

22. Like Met-Ed, Penelec sends Verizon five invoices each year, with each invoice covering a different section of the joint use network. Penelec charges Verizon using a per-pole rate methodology contained in four 2009 memoranda of understanding. Each year, Penelec charges Verizon a higher per-pole rate to attach to Penelec's poles than Penelec pays to attach to Verizon's poles, even though Penelec requires far more space on a pole than Verizon requires.

23. Penelec's current rate methodology was adopted when Penelec owned two-thirds of the joint use poles, as evidenced by pole ownership numbers agreed upon in the 2009 memoranda of understanding:

Memorandum of Understanding	Joint Use Poles Owned by Penelec	Joint Use Poles Owned by Verizon	Total Joint Use Poles
#21001			
#21005			
#21010			
#21011			
#21022			
#21025			
Total			
Percent Ownership	**67%**	**33%**	

24. This pole ownership disparity has not materially changed over the last decade. Penelec's most recent invoices, which were for the 2018 rental year, show that Penelec continues to hold a two-to-one pole ownership advantage:

Invoice 2018 Rental Year	Joint Use Poles Owned by Penelec	Joint Use Poles Owned by Verizon	Total Joint Use Poles
#21001	90,039	43,617	133,656
#21005	960	383	1,343
#21010	50,064	24,056	74,120
#21011	4,628	4,933	9,561
#21025	1,168	411	1,579
Total	146,859	73,400	220,259
Percent Ownership	**67%**	**33%**	

25. Each year, Penelec charges Verizon for the net rental amount that results when Penelec's rent for use of Verizon's poles is subtracted from Verizon's rent for use of Penelec's poles. Using the 2018 rental year as an example, Penelec charged Verizon more than in net pole attachment rent across five invoices as follows (with annual net rental amounts rounded to the nearest dollar):

	Verizon Gross Rent		-	Penelec Gross Rent	=	Verizon Net Rent
Invoice	**Penelec Poles**	**Rate for Verizon Use of Penelec Poles**	**Verizon Poles**	**Rate for Penelec Use of Verizon Poles**		**Net Rent Verizon Paid Penelec**
21001	90,039		43,617			
21005	960		383			
21010	50,064		24,056			
21011	4,628		4,933			
21025	1,168		411			
Total	**146,859**		**73,400**			

26. Penelec charged, and Verizon paid, pole attachment rent that was calculated and invoiced in a similar manner for all rental periods following the *Pole Attachment Order*'s 2011 effective date. The following table includes the total net rental amounts that Penelec invoiced, and Verizon paid, for the 2011 through 2018 rental years (with annual net rental amounts rounded to the nearest dollar):

	Verizon Gross Rent		-	Penelec Gross Rent	=	Verizon Net Rent
Rental Year	**Penelec Poles**	**Rate for Verizon Use of Penelec Poles**	**Verizon Poles**	**Rate for Penelec Use of Verizon Poles**		**Net Rent Verizon Paid Penelec**
2011	145,168		73,079			
2012	145,326		73,285			
2013	145,419		73,398			
2014	146,720		73,398			
2015	146,732		73,398			
2016	146,794		73,399			
2017	146,814		73,400			
2018	146,859		73,400			

3) Penn Power

27. Penn Power sends Verizon an annual invoice for Verizon's use of Penn Power's poles, and Verizon sends Penn Power an annual invoice for Penn Power's use of Verizon's

poles. Each party charges rent under a 1999 amendment to the parties' joint use agreement, which took effect when Penn Power owned a substantial majority of the joint use poles. According to the earliest records that Verizon has been able to locate, in 2003, Penn Power owned more than three-quarters of the poles that Penn Power and Verizon share:

	Penn Power	**Verizon**	**Total**
Joint Use Poles (2003)	24,020	6,909	30,929
Percent Ownership	**78%**	**22%**	

28. This pole ownership disparity has not materially changed since the rate methodology took effect. The parties' 2018 invoices show that Penn Power continues to hold a nearly four-to-one pole ownership advantage:

	Penn Power	**Verizon**	**Total**
Joint Use Poles (2018)	25,574	7,416	32,990
Percent Ownership	**78%**	**22%**	

29. Penn Power and Verizon have submitted and paid invoices in a similar manner for all rental periods following the *Pole Attachment Order*'s 2011 effective date. Each year, Penn Power has invoiced Verizon at a ████ per pole rate for use of Penn Power's poles and Verizon has invoiced Penn Power at a ████ per pole rate for use of Verizon's poles. Both parties have paid the respective invoices in full for the 2011 through 2018 rental years. Verizon has paid Penn Power's invoice in full for the 2019 rental year and has invoiced Penn Power for the 2019 rental year. Subtracting Penn Power's rent for use of Verizon's poles from Verizon's rent for use of Penn Power's poles, shows that Verizon will have paid the following net rental amounts (with annual net rental amounts rounded to the nearest dollar) for the 2011 through 2019 rental years once Penn Power pays Verizon's outstanding invoice for the 2019 rental year:

	Verizon Gross Rent		-	Penn Power Gross Rent	=	Verizon Net Rent
Rental Year	**Penn Power Poles**	**Rate for Verizon Use of Penn Power Poles**		**Verizon Poles**	**Rate for Penn Power Use of Verizon Poles**	**Net Rent Verizon Paid Penn Power**
2011	25,023	█████		7,151	█████	█████
2012	25,063	█████		7,162	█████	█████
2013	25,063	█████		7,158	█████	█████
2014	25,282	█████		7,158	█████	█████
2015	25,552	█████		7,414	█████	█████
2016	25,554	█████		7,413	█████	█████
2017	25,557	█████		7,411	█████	█████
2018	25,574	█████		7,416	█████	█████
2019	25,595	█████		7,415	█████	█████

B. FirstEnergy's Refusal to Negotiate a Just and Reasonable Rate

30. I have knowledge of Verizon's negotiations with FirstEnergy for a just and reasonable pole attachment rental rate that complies with federal law, including the Commission's 2011 *Pole Attachment Order* and 2018 *Third Report and Order*,[5] and I have personally participated in numerous discussions with Met-Ed, Penelec, and Penn Power, and their Maryland affiliate, The Potomac Edison Company ("Potomac Edison"), concerning the possibility of settlement. Some of the correspondence exchanged by the companies during the negotiations is attached to Verizon's Pole Attachment Complaint as Exhibits 18 to 30.

31. As evident from the correspondence, for a few years before the Commission's *Pole Attachment Order* took effect in July 2011, Verizon had been trying to reduce the annual pole attachment rent that it pays FirstEnergy by purchasing poles from Met-Ed. Because Met-Ed refused to sell poles, Verizon wrote to FirstEnergy several times in 2012 to request instead that

[5] *In the Matter of Accelerating Wireline Broadband Deployment*, Third Report and Order and Declaratory Ruling, 33 FCC Rcd 7705 (2018) ("*Third Report and Order*").

Met-Ed provide Verizon a just and reasonable pole attachment rate.[6] Verizon also asked for copies of license agreements with CLECs and cable companies so that it could determine whether Verizon should pay the same rate as its competitors because the license agreements contain comparable terms and conditions to those in the joint use agreements.

32. In response, FirstEnergy took the position that Verizon was not entitled to lower pole attachment rates for joint use agreements that pre-date the *Pole Attachment Order*. But FirstEnergy stated that, if Verizon paid the then-current pole attachment rental invoices in full, it would discuss replacing the joint use agreements with new consolidated joint use agreements containing new rates, terms, and conditions. Verizon, as a result, paid FirstEnergy's rental invoices for 2012 (Met-Ed and Penelec) and 2013 (Penn Power and Potomac Edison) and shortly thereafter, the parties began discussing a new joint use agreement. We first focused on negotiating a new joint use agreement for the Met-Ed territories, with the understanding that the new agreement could then be replicated to also apply to the Penelec, Penn Power, and Potomac Edison territories.

33. FirstEnergy insisted that we first discuss the operational aspects of a new joint use relationship. It eventually became clear that FirstEnergy was using the operational discussions to stall and postpone any discussion of a rental rate reduction. Nearly five years later, in April 2017, I finally participated in a conference call with FirstEnergy about a new rental rate for the Met-Ed territory. As with the operational terms, our conversation focused first on rates for the Met-Ed territory, and it was my expectation that our discussions would later expand to include Penelec, Penn Power, and Potomac Edison.

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[6] *See* Compl. Ex. 17 at VZ00551 (Letter from W. Balcerski, Verizon to M. Wolfe, FirstEnergy (Apr. 30, 2012)); Compl. Ex. 18 at VZ00554 (Email from N. Parrish, Verizon to S. Schafer, FirstEnergy (Aug. 17, 2012)).

34. I was surprised to learn that, after many years of negotiations, FirstEnergy proposed only to convert the current Met-Ed contract rates into reciprocal per-pole rates that would essentially provide Met-Ed the same net rental income each year. Deanna DeWitt, Supervisor, Joint Use and Cable Locating, FirstEnergy, followed up with a spreadsheet that confirmed that, after five years of negotiation, Met-Ed was proposing to reduce Verizon's annual net rental obligation by just $465.[7]

35. During the summer of 2017, I continued to discuss rental rates with Ms. DeWitt and Stephen Schafer, Manager, Joint Use & Cable Locating, FirstEnergy, and made a compromise offer that would have accepted, for purposes of settlement, certain rate inputs that were very favorable to Met-Ed and not supported by real-world conditions.[8] Met-Ed rejected the offer. During a conference call in July 2017, FirstEnergy claimed for the first time that the joint use agreements provide Verizon competitive benefits that justify Verizon's payment of higher pole attachment rates than are charged CLECs and cable companies. FirstEnergy did not identify or quantify these "competitive benefits," and had still not provided the license agreements necessary to validate the new claims, even though Verizon requested them in 2012.

36. I reiterated Verizon's request for copies of license agreements, and, in July 2017, Ms. DeWitt emailed me a license agreement that she described as a "template presented to requesting CLEC / CATV entities with the understanding that modifications are negotiated."[9] A copy of this draft license agreement is attached to Verizon's Pole Attachment Complaint as

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[7] *See* Compl. Ex. 21 at VZ00572 (Email from D. DeWitt, FirstEnergy to S. Mills, Verizon (Apr. 12, 2017)).

[8] Met-Ed did not produce any verified survey data, and there is none of which I am aware, that would permit a departure from the FCC's presumptive rate inputs for any of the defendants.

[9] *See* Compl. Ex. 23 at VZ00577 (Email from D. DeWitt, FirstEnergy to S. Mills, Verizon (July 21, 2017)).

Exhibit 13. Although the draft license agreement only references [redacted], FirstEnergy relied on the draft license agreement in our later discussions and correspondence as showing the terms and conditions that Met-Ed and its affiliates, including Penelec and Penn Power, would seek from CLECs and cable companies.

37. The draft license agreement reflects terms that must be the most favorable to FirstEnergy because it is the starting point for its negotiations with licensees. My review of the proposed license terms nonetheless confirmed my expectation that Verizon should receive the same rental rate as its competitors. That understanding was further confirmed upon my review of two license agreements that FirstEnergy companies entered with Verizon affiliates Bell Atlantic – Pennsylvania and MCI Communications Services, Inc. (collectively, the "affiliate license agreements"). Copies of these license agreements are attached to Verizon's Pole Attachment Complaint as Exhibits 14 and 15. They include terms and conditions that are significantly different from the terms and conditions in the draft license agreement and establish that the draft license agreement is not an accurate representation of the terms and conditions that apply to Verizon's competitors. FirstEnergy, however, has still not provided a single signed license agreement showing the terms and conditions that it provides to Verizon's competitors.

38. I have nonetheless reviewed the draft license agreement, as well as the affiliate license agreements. I have also reviewed over a hundred additional pole attachment agreements throughout my 23-year career. Based on my experience, I have concluded that the terms and conditions in FirstEnergy's draft license agreement and the affiliate license agreements are comparable to the terms and conditions in the joint use agreements and do not justify any increase over the new telecom rate paid by Verizon's competitors, much less the significant rate difference charged under the joint use agreements.

39. Having reviewed the draft license agreement, I continued to try to negotiate a just and reasonable rate. But it became clear to me that FirstEnergy was unwilling to make any material movement on rates, let alone treat Verizon as comparable to its competitors. For example, in July 2017, FirstEnergy made a rate offer that would have charged Verizon █████ per pole for use of Met-Ed's poles, while charging Met-Ed a lower █████ per pole rate for use of Verizon's poles.[10] Under the offer, Verizon would have received a mere 1.5% discount off the most-recently invoiced amount of ██████████, as the offer would have produced a net rental obligation to Met-Ed of about ██████████. At the same time, Met-Ed acknowledged that it was charging Verizon's competitors a ████ new telecom rate.[11]

40. Ms. DeWitt claimed that Met-Ed's rate offer was based on the pre-existing telecom rate formula, but the pre-existing telecom formula, when properly applied, does not produce such a high rate for Verizon. I asked Ms. DeWitt for her rate calculations, which she provided.[12] The calculations showed that FirstEnergy had manipulated the pre-existing telecom rate formula and inputs to increase the rates that Verizon would pay and decrease the rates that Met-Ed would pay.

41. It was clear to me that the rate negotiations with Ms. DeWitt were destined to fail. As a result, I wrote to Ms. DeWitt on November 2, 2017, asked her to propose dates for an executive-level meeting in November, and outlined the allegations that would form the basis of

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[10] *See* Compl. Ex. 23 at VZ00577 (Letter from D. DeWitt, FirstEnergy to S. Mills, Verizon (July 21, 2017)).

[11] *See* Compl. Ex. 13 at VZ00498 (Draft License ███); Compl. Ex. 23 at VZ00577 (Email from D. DeWitt, FirstEnergy to S. Mills, Verizon (July 21, 2017)) (attaching Draft License).

[12] *See* Compl. Ex. 24 at VZ00580-585 (Email from D. DeWitt, FirstEnergy to S. Mills, Verizon (Aug. 11, 2017)).

an FCC complaint if the negotiations were to fail.[13] Ms. DeWitt did not provide any possible executive-level meeting dates in November. Instead, she did not even respond until December 20, 2017, and then asked whether Verizon was "willing to continue to negotiate at our level, or whether you insist on proceeding to executive-level discussions."[14]

42. Meanwhile, having heard nothing from Ms. DeWitt, Brian H. Trosper, Verizon's Vice President – Network Operations & Engineering, reached out directly to Steven Strah, FirstEnergy's Senior Vice President and President, Utilities Business. In a December 20, 2017 letter, Mr. Trosper reiterated Verizon's request for executive-level discussions, outlined the basis for Verizon's claim that Met-Ed, Penelec, Penn Power, and their Maryland affiliate have been violating federal law by charging rates that are unjust and unreasonable, and sought to facilitate discussions by attaching Verizon's new telecom rate calculations for several of the years in dispute.[15]

43. Verizon, in good faith, engaged in face-to-face executive-level discussions with FirstEnergy on April 11, 2018 at Verizon's offices in Basking Ridge, New Jersey. FirstEnergy was represented by David Karafa, Vice President, Distribution Support; Thomas Pryatel, Director, Energy Delivery Operations; Stephen Schafer, Manager, Joint Use & Cable Locating; and Deanna DeWitt, Supervisor, Joint Use and Cable Locating. I attended the meeting, along with Mr. Trosper, Reneta Haynes, Director – Wireline Network Maintenance Contracts and

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[13] *See* Compl. Ex. 25 at VZ00587-588 (Letter from S. Mills, Verizon to D. DeWitt, FirstEnergy (Nov. 2, 2017)).

[14] *See* Compl. Ex. 26 at VZ00590-591 (Letter from D. DeWitt, FirstEnergy to S. Mills, Verizon (Dec. 20, 2017)).

[15] *See* Compl. Ex. 27 at VZ00593-646 (Letter from B. Trosper, Verizon to S. Strah, FirstEnergy (Dec. 20, 2017)).

Utility Pole Contracts, and James Slavin, Senior Manager – Network Operations & Engineering, Verizon Wireline Network.

44. The parties were not able to resolve the rental rate dispute at the executive-level meeting. In fact, FirstEnergy had not even shared the rental rate calculations that Verizon provided nearly four months earlier with each of the executives that attended, and so asked Verizon to send another copy after the meeting. Mr. Trosper provided the calculations by email, and the parties then continued their negotiations primarily by email.

45. In the months that followed, FirstEnergy continued to stand in the way of a negotiated just and reasonable rate. For example, in May 2018, FirstEnergy made another offer that relied on manipulations of the pre-existing telecom rate formula to try to perpetuate unreasonably high rental rates. The offer paired lower rates for FirstEnergy to pay Verizon ([REDACTED] per pole) with higher rates for Verizon to pay First Energy ([REDACTED] per pole to Met-Ed, [REDACTED] per pole to Penelec, and [REDACTED] per pole to Penn Power) even though FirstEnergy uses much more space on a pole.[16] It also would have increased Verizon's annual rental obligation to Penn Power by more than [REDACTED] and to Maryland affiliate Potomac Edison, by more than [REDACTED].

46. At that time, FirstEnergy had still not identified any alleged benefits that could even be considered for purposes of calculating a rate higher than the new telecom rate. Finally, in June 2018—six years into the negotiations—Mr. Karafa provided the first list of alleged "competitive benefits" that FirstEnergy claims are sufficient to justify the rental rates it charges

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[16] *See* Compl. Ex. 28 at VZ00650 (Email from S. Schafer, FirstEnergy to J. Slavin, Verizon (May 2, 2018)).

Verizon.[17] I disagree that the list identifies anything that provides Verizon a net material advantage over its competitors, and I will explain the basis for my conclusion below.

47. FirstEnergy raised a variety of additional arguments in support of its unjust and unreasonable rates during negotiations in 2018 and 2019. Ultimately, FirstEnergy's position was that it would only consider charging Verizon a new telecom rate if Verizon would "transition … out of the pole-owning business" and sign a CLEC license agreement.[18] Thus, in spite of face-to-face executive-level discussions and years of discussions concerning the possibility of settlement, Verizon has been unable to obtain a just and reasonable rate through negotiations.

C. FirstEnergy's List of Claimed "Competitive Advantages" Does Not Justify Charging Verizon a Rate Higher than the New Telecom Rate.

48. I have reviewed the list of alleged "competitive advantages" that FirstEnergy provided on June 7, 2018.[19] FirstEnergy has not provided any quantifications for these alleged "competitive advantages," has not distinguished among JUAs or operating companies, and has not provided any signed license agreements to support the alleged "advantages." But even without this support, which FirstEnergy must provide to justify charging Verizon a rate higher than the new telecom rate, it is clear to me that FirstEnergy has not identified anything that provides Verizon a net material advantage over its competitors.

49. FirstEnergy listed twenty-four alleged "competitive advantages," but its list is redundant and reduces to ten different claims that do not individually or together give Verizon an

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[17] *See* Compl. Ex. 29 at VZ00690 (Email from D. Karafa, FirstEnergy to B. Trosper, Verizon (June 7, 2018)).

[18] *See* Compl. Ex. 28 at VZ00651 (Email from S. Schafer, FirstEnergy to S. Mills, Verizon (May 2, 2018)).

[19] *See* Compl. Ex. 29 at VZ00690 (Email from D. Karafa, FirstEnergy to B. Trosper, Verizon (June 7, 2018)).

advantage, much less a net material advantage, over its competitors. The list is also incomplete because, even though we discussed it numerous times, FirstEnergy never accounted for the significant pole ownership costs that the joint use agreements place on Verizon, but that the license agreements do not place on Verizon's competitors. As a pole owner, Verizon shares in the responsibility for ensuring the safety and reliability of its joint use network with FirstEnergy. Verizon incurs costs in this regard that its competitors do not. These include the costs associated with ensuring that Verizon's construction, operations, and engineering employees are well-versed in the safety standards of FirstEnergy and the National Electrical Safety Code ("NESC"), which apply to the installation, operation, and maintenance of communications lines and equipment. Verizon also has its own safety, reliability, and quality standards, which its engineers and line crews are directed to follow. These pole maintenance costs are recurring and ongoing as Verizon's line crew supervisors conduct random quality-of-work inspections and otherwise seek to ensure continuing compliance with Verizon's, FirstEnergy's, and NESC standards.

50. As a pole owner, Verizon also incurs pole replacement costs that do not apply to its competitors, which generally do not own poles. For example, Verizon has responsibility for replacing its poles when they pose a safety hazard because of damage from car accidents, routine storms, and the like. Verizon also must replace its poles if they are found to be unreasonably interfering with the convenient, safe, or continuous use, or the maintenance, improvement, extension, or expansion, of a public road or publicly owned rail corridor. In some cases, Verizon pays for the new pole and does not receive any contribution from any other attaching entity (which includes CLECs, cable companies, and FirstEnergy). These pole ownership costs significantly drive up Verizon's costs as compared to those incurred by its competitors.

51. FirstEnergy's list of alleged "competitive advantages" does not account for these competitive disadvantages as it should. But even on its own, FirstEnergy's list does not identify anything that justifies charging Verizon a rate higher than the properly-calculated per-pole new telecom rate that applies to Verizon's competitors.

52. *First*, FirstEnergy listed a $1000 "agreement preparation fee" that it may impose on some licensees one time in the year that a license agreement is entered.[20] It is unreasonable for FirstEnergy to claim that Verizon must pay a higher rental rate on every pole every year to cover a one-time $1000 fee, particularly when Verizon did not receive the same one-time $1000 fee from FirstEnergy when it attached to Verizon's poles. And, in fact, Verizon incurs substantial costs to negotiate a pole attachment agreement with FirstEnergy, as evident from the years that my colleagues and I devoted to Verizon's most recent effort to negotiate a new joint use agreement. Verizon has thus incurred far greater "agreement preparation" costs than a $1000 fee that FirstEnergy claims it may impose on some of Verizon's competitors.

53. *Second*, FirstEnergy claimed that there are differences in the way that Verizon, and Verizon's competitors, permit new attachments. These differences, if they exist, do not reflect a competitive advantage. For example, FirstEnergy claims that Verizon's competitors pay higher application fees. But there do not appear to be application fees [REDACTED] [REDACTED], so it is unclear how Verizon could be differently situated from its competitors. Also, because there are no application fees in the joint use agreements, Verizon does not receive application fees from FirstEnergy. There is thus no "net" benefit to Verizon, as Verizon's agreement not to receive application fees from FirstEnergy cancels out any payment of application fees it may have avoided.

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[20] *See, e.g.*, Compl. Ex. 14 at VZ00510 (Bell License, Art. XII(1)).

54. I also disagree with FirstEnergy that there is some difference in the speed with which Verizon and its competitors can attach to FirstEnergy's poles. The same tasks must be completed before Verizon, or one of its competitors, attaches facilities to a FirstEnergy-owned pole. For example, Verizon must survey the pole, complete a pole sounding test, look for base rot, measure the new attachment's effect on the storm and ice loading for all facilities on the pole, ensure that there will be the required vertical clearance between the ground and Verizon's cable, determine whether any make-ready is required, coordinate with other attachers if needed, and comply with any other minimum design and structural stability requirements for the pole. I understand that Verizon's competitors would need to complete these tasks as well, would be subject to the same make-ready timelines and overlashing rules, and would use the same electronic notification program (SPANS) to manage the process. Indeed, the Commission's recent make-ready reforms will ensure that all communications attachers can deploy within a comparable time period by establishing accelerated make-ready timelines and providing a one-touch make-ready option for simple make-ready. As a result, the amount of time required to install a comparable attachment should be comparable among communications companies.

55. *Third*, FirstEnergy claimed that Verizon incurs lower engineering, make-ready, and pre-and post-installation survey costs than Verizon's competitors. This is also not evident to me. Verizon completes much of this work itself, and so incurs the cost associated with the work just like its competitors do. For example, Verizon surveys the pole to determine if and what make-ready is required, completes the engineering that is needed to accommodate its attachment, transfers its facilities when required, and reviews its attachments post-installation to ensure they comply with applicable standards.

56. Verizon is also not advantaged with respect to the payment of make-ready costs. In the Penelec service area, Verizon is comparable to its competitors because Verizon pays for make-ready under a "cost-causer" approach like the one that apparently applies to Verizon's competitors.[21] This means that FirstEnergy invoices and Verizon pays the cost of make-ready that FirstEnergy performs for Verizon, just as Verizon's competitors pay FirstEnergy for the make-ready that they require FirstEnergy to perform. Met-Ed and Penn Power do not follow a "cost-causer" approach, but instead treat make-ready as a reciprocal obligation for the parties that requires each party to incur the cost of make-ready that the other party requires. This different approach to make-ready has disadvantaged Verizon as compared to a cost-causer approach because Met-Ed and Penn Power require far more make-ready than Verizon requires. Verizon, as a result, incurs the cost of far more make-ready than it would incur if it was only responsible for the make-ready that Verizon requires.

57. To illustrate the extent of the additional make-ready costs that Verizon incurs in the Met-Ed and Penn Power service areas, I ran a report in SPANS, which is the electronic notification program that the parties use when requesting make-ready. I pulled data regarding activity on Met-Ed, Penn Power, and Verizon poles from January 1, 2014 through September 30, 2019 that involved either a request to establish joint use or a request to replace a pole. In order to isolate the make-ready required by Met-Ed, Penn Power, and Verizon, I filtered out make-ready required by a third-party or needed because of a storm or an accident. I also filtered out entries that were labeled "record correction" because that notation is used when, for example, a joint use pole is identified in the field, but is not found in the database.

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[21] Compl. Ex. 13 at VZ00490 (Draft License ██).

58. My analysis showed that, during the January 1, 2014 through September 30, 2019 time period, Met-Ed and Penn Power required Verizon to incur the cost to replace far more poles than Verizon required Met-Ed and Penn Power to replace. In particular, Met-Ed made 135 requests to either establish joint use on a Verizon pole or to replace a Verizon pole. Of those requests, 66 required Verizon to replace a pole at Verizon's sole expense. In contrast, Verizon made 80 requests to either establish joint use on a Met-Ed pole or to replace a Met-Ed pole. Of those requests, just 3 required Met-Ed to replace the pole at Met-Ed's sole expense. Verizon, as a result, required 3 pole replacements, but incurred the cost to replace 66 poles.

59. Over the same time period, Penn Power also imposed far more pole replacement costs on Verizon than Verizon required. In particular, Penn Power made 747 requests to either establish joint use on a Verizon pole or to replace a Verizon pole. Of those requests, 594 required Verizon to replace the pole at Verizon's sole expense. In contrast, Verizon made 535 requests to either establish joint use on a Penn Power pole or to replace a Penn Power pole. Of those requests, just 88 required Penn Power to replace the pole at Penn Power's sole expense. Verizon, as a result, required 88 pole replacements, but incurred the cost to replace 594 poles.

60. This pole replacement data is shown in the following table:

Pole Replacements Verizon Made At Verizon's Cost		**Pole Replacements Verizon Would Have Paid For Under Cost-Causer Approach**	
Met-Ed			
Met-Ed requests to establish joint use on a Verizon pole or to replace a Verizon pole	135	Verizon requests to establish joint use on a Met-Ed pole or to replace a Met-Ed pole	80
Met-Ed requests requiring Verizon to incur pole replacement costs	66	Verizon requests requiring Met-Ed to incur pole replacement costs	3
Percentage of Met-Ed requests requiring Verizon to incur pole replacement costs	48.9%	Percentage of Verizon requests requiring Met-Ed to incur pole replacement costs	3.8%

Penn Power			
Penn Power requests to establish joint use on a Verizon pole or to replace a Verizon pole	747	Verizon requests to establish joint use on a Penn Power pole or to replace a Penn Power pole	535
Penn Power requests requiring Verizon to incur pole replacement costs	594	Verizon requests requiring Penn Power to incur pole replacement costs	88
Percentage of Penn Power requests requiring Verizon to incur pole replacement costs	79.5%	Percentage of Verizon requests requiring Penn Power to incur pole replacement costs	16.4%
Total Pole Replacements Verizon Made At Verizon's Cost	**660**	**Total Pole Replacements Verizon Would Have Paid For Under Cost-Causer Approach**	**91**

61. The above table accounts for the far higher pole replacement costs incurred by Verizon under the Met-Ed and Penn Power approach to make-ready, along with the associated transfer costs for Verizon to transfer its facilities to the new Verizon pole that Met-Ed or Penn Power required. It does not, however, account for the transfer costs that Verizon incurs when Met-Ed or Penn Power decides to replace its own pole, or vice versa. As a result, I reviewed the SPANS data to compare transfer costs associated with each party's decision to replace its own pole. My analysis of the SPANS data showed that, during the January 1, 2014 through September 30, 2019 time period, Verizon also incurred higher transfer costs than it would have incurred under a cost-causer approach.

Transfers Verizon Completed At Verizon's Cost		**Transfers Verizon Would Have Paid For Under Cost-Causer Approach**	
Met-Ed			
Met-Ed requests requiring the replacement of a Met-Ed pole	2,749	Verizon requests requiring the replacement of a Verizon pole	10
Met-Ed requests requiring Verizon to incur transfer costs	1,968	Verizon requests requiring Met-Ed to incur transfer costs	4
Percentage of Met-Ed requests requiring Verizon to incur transfer costs	71.6%	Percentage of Verizon requests requiring Met-Ed to incur transfer costs	40.0%

Penn Power			
Penn Power requests requiring the replacement of a Penn Power pole	2,313	Verizon requests requiring the replacement of a Verizon pole	131
Penn Power requests requiring Verizon to incur transfer costs	1,781	Verizon requests requiring Penn Power to incur transfer costs	58
Percentage of Penn Power requests requiring Verizon to incur transfer costs	77.0%	Percentage of Verizon requests requiring Penn Power to incur transfer costs	44.3%
Total Transfers Verizon Completed At Verizon's Cost	**3,749**	**Total Transfers Verizon Would Have Paid For Under Cost-Causer Approach**	**62**

62. *Fourth*, FirstEnergy stated that Verizon is advantaged because it is not contractually required to affix a tag that identifies its facilities on FirstEnergy's poles and because it can attach to FirstEnergy's multi-ground neutrals, guys, and anchors. I disagree that these are competitive advantages. With respect to tagging, it is a Verizon company policy to tag its facilities, and so Verizon incurs tagging costs like its competitors. With respect to multi-ground neutrals, it is my understanding that, because of the safety concerns created by power facilities on a utility pole, all attachers must attach to the same multi-ground neutral in order to maintain the same electric potential across all systems. Verizon and its competitors, therefore, would not be different. And with respect to guys and anchors, it is my understanding, which is reflected in the affiliate license agreements, that Verizon and Verizon's competitors may attach to FirstEnergy's guys and anchors. But because Verizon's competitors do not need to own poles, only Verizon has the responsibility to let FirstEnergy attach to Verizon's guys and anchors.

63. *Fifth*, FirstEnergy asserted that Verizon is guaranteed more space on each pole than is guaranteed Verizon's competitors. This is false. Verizon is not "guaranteed" any space on FirstEnergy's poles. Some of the joint use agreements designate 3 feet of space as

communications space,[22] but not one of the joint use agreements guarantees that the designated space is reserved for Verizon's exclusive use. And, in my experience, FirstEnergy regularly lets Verizon's competitors install their facilities in the space that is designated as communications space under the joint use agreement and collects additional rent from those third parties without offset to Verizon. Attached to the Pole Attachment Complaint as Exhibit 30 is a copy of the "Joint Use Complete Application Requirements" from FirstEnergy's Field Reference Guide Joint Use, available at https://www.firstenergycorp.com/content/dam/customer/get-help/files/joint-use-policies/application-requirements.pdf, which depict a pole that has facilities of several attachers, and not just the ILEC, within the communications space on a FirstEnergy pole.

64. In addition, Verizon does not want, require, or occupy 3 feet of space or more on FirstEnergy poles. For more than a decade, Verizon has deployed (and continues to deploy) the same light-weight copper and fiber optic cables that its competitors use. Verizon thus generally requires the same amount of space on a utility pole as its competitors and should be presumed to occupy the same one foot of space.

65. FirstEnergy, in contrast, is provided more space on each pole than the joint use agreements designate as power space. And due to the nature of FirstEnergy's facilities, Verizon cannot rent that power space to communications attachers, and must preserve the 40 inches of safety space between FirstEnergy's facilities and any communications attachments. The FCC rate formulas properly recognize that the safety space is FirstEnergy's space. For example, the FCC's default presumptions are that a 37.5-foot pole has 24 feet of unusable space and can

[22] The Met-Ed joint use agreements do not allocate or designate any specific amount of space for Verizon's use.

accommodate 5 attaching entities.[23] These presumptions are consistent with the fact that, with 6 feet of unusable space below ground and 18 feet of unusable space above ground, 4 communications attachers can attach 1 foot apart in the communications space (which is located 18 to 21 feet above ground) and there will still be 10.5 feet on the pole for the power company, including the 40 inches of safety space.

66. *Sixth*, FirstEnergy claimed that Verizon is advantaged because its facilities are generally placed at the lowest location on FirstEnergy's poles. I disagree because Verizon's location on the pole is a disadvantage that increases Verizon's costs. With the generally lowest facilities on the pole, Verizon's facilities are harmed more frequently. They are exposed to more damage from oversized vehicles, vandalism, and similar hazards. They are also damaged more frequently from above by gaffs, ladders, bucket trucks, and contractors who work in the space above Verizon's facilities. Verizon has experienced punctured cables and broken support wires because of its location on the pole.

67. Verizon also receives more requests to raise its cables to accommodate oversize loads, such as house and equipment moves, because of its position on the pole. Standard vertical clearance requirements range from 15.5 feet to 18 feet. If an oversize load is taller, Verizon will likely be the only attacher that must temporarily raise its facilities.

68. Verizon also incurs increased pole transfer costs because it must regularly make more trips to a pole location to attach or complete a pole transfer. It is standard practice that facilities are transferred from top to bottom, which means that Verizon must wait for all other facilities to be moved before it can transfer its facilities. Verizon regularly arrives at a pole transfer location and learns that all facilities have not been transferred as scheduled. When that

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[23] *See* 47 C.F.R. §§ 1.1409(c), 1.1410.

happens, Verizon cannot transfer its facilities, but must return at a later time to determine whether the pole is ready to complete the transfer.

69. Verizon nonetheless remains generally the lowest attacher on a pole because the location is consistent with standard construction practices that pre-date third-party attachers and must be maintained to ensure that all companies can quickly identify the ownership of facilities on the pole. Maintaining the consistency of Verizon's location also prevents the crossover of facilities that would occur mid-span if facilities were located in different locations on different poles. And, in my experience, there is not any material difference between the time and effort required to work on Verizon's facilities and on its competitor's facilities. The same safety measures and preparation are required. Verizon's location on the pole, therefore, continues because it benefits all attachers, but only increases Verizon's costs.

70. *Seventh*, FirstEnergy said that it may charge Verizon's competitors fees for unauthorized attachments and safety violations. These fees, however, cannot be imposed if attachments are properly reported and safely made. They can also be avoided after the fact by promptly fixing any problem after notice is given.[24] Verizon, as a result, cannot be advantaged because it does not pay fees that its competitors also do not need to pay.

71. *Eighth*, FirstEnergy claimed that Verizon is advantaged by more favorable insurance and indemnification provisions than apply to Verizon's competitors. But with respect to insurance, I confirmed that Verizon carries the insurance that is required by FirstEnergy's draft license agreement. Verizon thus incurs the same cost as its competitors. And with respect to indemnification, the joint use agreements include an assignment of liability clause like the

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[24] *See* [REDACTED]; *Pole Attachment Order*, 26 FCC Rcd at 5291 (¶ 115).

license agreements. FirstEnergy also fails to account for the fact that the insurance and indemnification provisions in the joint use agreements are reciprocal and apply also to FirstEnergy's use of Verizon's poles. As a result, they impose obligations on Verizon that are absent from FirstEnergy's license agreements. This necessarily eliminates any "net" benefit to Verizon.

72. *Ninth*, FirstEnergy argued that Verizon is not required to post a security bond as its competitors must. This requirement [REDACTED], and so Verizon cannot be advantaged by its absence from the joint use agreements. Also, any avoidance of a security bond in the joint use agreements is reciprocal, meaning that FirstEnergy does not have to post a security bond to attach facilities to Verizon's poles. That cancels out any possible net advantage to Verizon.

73. *Finally*, FirstEnergy relied on the evergreen provisions in the joint use agreements, noting that they give Verizon access to FirstEnergy's poles after the joint use agreements are terminated. This is not an advantage. Verizon's competitors have a federal right of access to FirstEnergy's poles that is far more protective of their right to deploy broadband and other advanced services on needed infrastructure in Pennsylvania.

Stephen C. Mills

Sworn to before me on
this 19th day of November, 2019

Notary Public

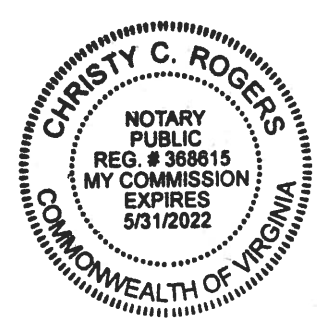

Exhibit SCM-2
Redacted Public Version

Exhibit 1

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PUBLIC VERSION

Two copies of this agreement executed.

Irene S. Ayres
Assistant Secretary

THIS AGREEMENT, made this 28th day of September, 1973, by and between METROPOLITAN EDISON COMPANY, sometimes hereinafter called "Met-Ed", and THE BELL TELEPHONE COMPANY OF PENNSYLVANIA, sometimes hereinafter called "Bell", both being corporations organized, established and existing under and by virtue of the laws of the Commonwealth of Pennsylvania,

W I T N E S S E T H:

WHEREAS, it is a common desire to avoid unnecessary duplication of poles and mutually to benefit the Parties to this agreement, Met-Ed and Bell have agreed to continue and expand the joint use of poles; and

WHEREAS, the conditions determining the necessity or desirability of joint use depend upon the service requirements to be met by the Parties, including considerations of safety, economy, governmental regulations and company specifications, and each of them should be the judge of what the character of its circuits and construction should be to meet these requirements and whether or not these requirements can be properly met by the joint use of poles.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, Met-Ed hereby grants Bell permission to make attachments to Met-Ed poles as hereinafter provided, and Bell hereby grants to Met-Ed permission to make attachments to Bell poles as hereinafter provided, in each case to the extent that the same may be lawfully given and subject to all Acts of Assembly and municipal ordinances and regulations now in force or hereinafter enacted and in each case subject nevertheless to the strict observance of each and all of the following, to wit:

VZ00167

PUBLIC VERSION

ARTICLE I

DEFINITIONS

For the purpose of this Agreement, the following terms shall mean:

OWNER - Party having lawful right and authority to issue a License.

APPLICANT - Party submitting a request for a License.

APPLICATION - Written request for the issuance of a License.

ATTACHMENTS - Any and all facilities which may now or at any time hereafter be fastened to or affixed on poles by either Party in its business.

FACILITIES - Any and all wires, appliances, apparatus, fixtures, appurtenances and other items of equipment which may now or any time hereafter be attached to poles of either Party in its business.

LICENSE - Application properly submitted to and approved by Owner in writing.

LICENSEE - Party which has been granted a License by Owner to make an Attachment or Attachments to a pole or poles.

JOINT USE - Occupation of poles by facilities of both parties.

PARTY - Met-Ed or Bell.

PARTIES - Met-Ed and Bell.

ARTICLE II

SCOPE OF AGREEMENT

(A) This Agreement shall include all poles owned by either Party erected or hereafter erected when said poles are brought hereunder in accordance with the procedure hereinafter provided.

(B) Each Party reserves the right to exclude from Joint Use those poles which in Owner's judgment are necessary for its sole use.

ARTICLE III

SPECIFICATIONS

All Joint Use shall conform to the current National Electrical Safety Code as the same may be from time to time revised or amended, any Rules or Orders that may be issued by the Pennsylvania Public Utility Commission or any other body having jurisdiction. Any modification of said Code which may be agreed [illegible] Parties,

VZ00168

shall be applicable in lieu of the said National Electrical Safety Code, or revision or amendment thereof, when the minimum construction is in excess of the construction required by said Code, or revisions or amendments thereof.

ARTICLE IV

NEW CONSTRUCTION

(A) Whenever either Party requires new pole structures (either as an additional pole line or an extension of an existing pole line) where neither Party has existing pole structures and it does not desire to exclude such pole structures from Joint Use under the provisions of Article II, it shall promptly notify the other Party to that effect, showing the proposed location and character of the new poles and the character of circuits it desires to attach. Within ten (10) days after the receipt of such notification, the other Party shall express its intent in regards to such new pole structures.

(B) Ownership of new pole structures will be determined by mutual agreement. The poles to be owned and installed by Bell generally will include poles forty (40) foot and shorter in length, while the poles to be owned and installed by Met-Ed generally will include poles forty (40) foot and longer in length. The availability of manpower and equipment to meet the required completion date shall be considered in determining ownership.

(C) Each Party will be responsible for making its own Attachments.

(D) Each Party will be responsible for trimming and cutting required for its own pole construction.

(E) At the time the new poles are first placed for Joint Use, the pole Owner will provide the minimum number and size of anchor rods required for the Parties at all common guying points.

(F) Licensee shall promptly submit to Owner Applications for those new poles, when placed as aforementioned, to which it desires to make Attachments, such Applicatic[illegible] to be made no later than November 20 of the year in which the Attachment is made.

(G) Owner shall issue Licenses for all such Applications made by Licensee pursuant to this Article.

ARTICLE V

ESTABLISHING JOINT USE OF EXISTING LINES

(A) Whenever either Party desires to make Attachments on any pole owned by the other Party, it shall make written request therefor, specifying the locations of the poles in question, and the character of circuits it desires to attach. Within ten (10) days after the receipt of such request the other Party shall express its intent in regards to such request. Owner may not refuse Joint Use solely because existing poles are not of adequate height for Joint Use.

(B) Pole lines presently owned and used solely by either Party, that are suitable for Joint Use, will be considered available for that purpose unless otherwise exclude from Joint Use under the provisions of Article II or other specific restrictions that prohibit Joint Use.

(C) If the present pole or poles are adequate for Joint Use without replacement or relocation, ownership shall remain unchanged.

(D) If the present pole or poles are not adequate for Joint Use, the new or replaced poles generally shall be owned by the Party requiring replacement, respacing or interspersing. Work required of the owner of the original pole shall be the leas possible to meet the essential needs of the attaching Party, consistent with the requirements of Article III hereof.

(E) When pole replacements are required, the owner of the present pole shall transfer its own facilities. As long as the new pole is in the same hole or is relocated by mutual agreement, such transfer shall be at the sole cost and expense of said owner; provided, however, in the event such transfer of facilities constitutes an unreasonable financial burden upon said owner the cost and expense of the same shall be borne as otherwise mutually agreed upon. Said owner shall remove and dispose of the old pole unless otherwise mutually agreed upon.

(F) Licensee shall promptly submit to Owner, Applications for those poles aforementioned to which it desires to make Attachments, such Applications to be made no later than November 20 of the year in which the Attachment is to be made.

(G) Owner shall issue Licenses for all such Applications made by Licensee pursuant to this Article.

ARTICLE VI

EXISTING JOINT USE ADDITIONAL REQUIREMENTS

(A) When a Joint Use pole must be replaced, due to the additional requirements of Owner, said replacement shall be made by and at the expense of Owner. Each Party shall transfer its own facilities. As long as the new pole is in the same hole or is relocated by mutual agreement, each Party shall bear the cost and expense of its own transfer; provided, however, in the event such transfer of facilities constitutes an unreasonable financial burden upon Licensee then the cost and expense of the same shall be borne as otherwise mutually agreed upon. The last Party on the pole being replaced, unless otherwise instructed, shall remove and dispose of the old pole within ninety (90) days from date of written notice to transfer facilities. In the event the last Party, in the absence of other instructions, is to remove the old pole within said ninety (90) days and fails so to do, the Party remaining on said pole shall be responsible for its safety.

(B) When a Joint Use pole must be replaced due to additional requirements of Licensee, Owner, at its expense, shall generally make such replacement and retain ownership where a pole up to and including forty (40) feet in length is required. Licensee, at its expense, shall generally make such replacements and assume ownership where a pole exceeding forty (40) feet in length is required. Exceptions as to which Party will replace poles, as aforesaid, may be made by mutual agreement of the Parties. Each party shall transfer its own facilities. As long as the new pole is in the same hole or is relocated by mutual agreement, each Party shall bear the cost and expense of its own transfer; provided, however, in the event

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such transfer of facilities constitutes an unreasonable financial burden upon the other Party then the cost and expense of the same shall be borne as otherwise mutually agreed upon. The last Party on the pole being replaced, unless otherwise instructed, shall remove and dispose of the old pole within ninety (90) days from date of written notice to transfer facilities. In the event the last Party, in the absence of other instructions, is to remove the old pole within said ninety (90) days and fails so to do, the Party remaining on said pole shall be responsible for its safety.

(C) The Party desiring an interspersed pole will set and own the required pole. The other Party will attach at its own expense on the compensation basis as hereinafter provided in Article XI.

(D) The Party desiring respacing of poles will place and own the new pole structures required. Where it is determined that respacing of poles is of mutual benefit, the new pole ownerships will be mutually agreed upon. Each Party will attach at its own expense; the resulting Licensee will attach on the compensation basis as hereinafter provided in Article XI. The last Party on the pole being replaced, unless otherwise instructed, shall remove and dispose of the old pole within ninety (90) days from date of written notice to transfer facilities. In the event the last Party, in the absence of other instructions, is to remove the old pole within said ninety (90) days and fails so to do, the Party remaining on said pole shall be responsible for its safety.

ARTICLE VII

RIGHTS OF WAY

Each Party will obtain its own necessary rights of way. No guarantee of rights of way or permission from the property owners, municipalities, governmental authorities or any others is to be construed or implied by the issuance of a License.

ARTICLE VIII

MAINTENANCE OF POLES AND ATTACHMENTS

(A) Owner shall maintain Joint Use poles and anchor rods in a safe and serviceable condition and in accordance with the specifications outlined in Article III.

Deteriorated or damaged Joint Use poles and anchor rods shall be replaced or reset by Owner except in an emergency as hereinafter provided.

(B) Joint Use poles should be replaced or reset in the same hole unless special conditions require them to be in a different location. When relocation is required, it shall be done under the terms of Article VI hereof.

(C) When it is necessary to replace a Joint Use pole, Owner shall give written notice (except in cases of emergency) to Licensee as early as possible. Written acknowledgment of the notice and concurrence in the proposed pole replacement shall be made by Licensee. Additional requirements shall be provided under the terms of Article VI hereof.

(D) In cases of emergency, Licensee may replace Owner's pole. Owner shall be notified of such replacement as soon as possible. Owner shall pay Licensee actual cost of replacement of pole only. The last Party on the pole being replaced, unless otherwise instructed, shall remove and dispose of the old pole within ninety (90) days from date of written notice to transfer facilities. In the event the last Party, in the absence of other instructions, is to remove the old pole within said ninety (90) days and fails so to do, the Party remaining on said pole shall be responsible for its safety.

(E) Each Party shall maintain its plant in accordance with Article III including all trimming and cutting required. Temporary installations and repairs shall be kept to a minimum.

(F) Any Joint Use construction, subject to the provisions of this Agreement, which does not meet the specifications hereof shall be brought into conformity therewith in the most appropriate manner. All plant revised, replaced or new shall conform to the stipulations hereof.

ARTICLE IX

PROTECTION

(A) At those locations where Met-Ed has a multi-grounded neutral system with a continuous neutral either Party may establish a bond between Met-Ed's vertical

ground and Bell's aerial cable messenger. At those locations where no vertical ground wire exists on a pole a bond wire of sufficient length to reach Met-Ed's multi-grounded neutral may be installed.

(B) The Party requiring the bond at any location shall provide, or pay the other Party for, all necessary materials to be used in constructing such bond. Title to such materials shall vest in the requiring Party. Either Party may make all necessary connections at those locations where Met-Ed has an existing vertical ground as aforesaid. At those locations where no such vertical ground exists Bell shall make its connection first and shall properly and safely secure all wires, conductors and materials during the interim pending Met-Ed's connection to its facilities.

(C) All bonds which may be currently existing shall be subject to the provisions of this Agreement and the same, as well as bonding hereafter performed under the permission herein granted, shall be done and maintained in accordance with the requirements of the current edition of the National Electrical Safety Code, as the same may be from time to time amended or revised, and any currently applicable rules or orders of the Pennsylvania Public Utility Commission when the minimum requirements of such rules or orders are in excess of the standard of construction required by said code or revisions thereof.

ARTICLE X

APPORTIONMENT OF POLE OWNERSHIP

Subject to any necessary regulatory approval, each Party shall have the right to purchase from time to time from the other Party poles and anchor rods in an attempt to balance ownership of jointly used poles at 55% - Met-Ed, 45% - Bell. The consideration to be paid for such conveyances shall be the negotiated unit price representing the reasonable or equitable value of the facilities at the time when such transfer of ownership will take place. Notwithstanding anything herein

contained to the contrary, the Party requested to convey may refuse to do so for good cause.

ARTICLE XI

ATTACHMENT FEES - COMPENSATION

It is agreed by Parties that no Attachment Fee, as such will be paid by either Party to the other and in lieu thereof just compensation shall be made in accordance with the following:

(A) The agreed upon ratio of Joint Use of pole space is Met-Ed - 55% and Bell - 45%.

(B) The ratio of ownership of the total number of Joint Use poles shall be considered balanced when the ratio of pole ownership attained is 55% - Met-Ed and 45% - Bell.

(C) The Party owning less than its apportioned ratio of poles shall annually pay to the other the full agreed upon compensation for each pole it is deficient.

(D) The compensation per pole shall be the combined average of the Parties' annual carrying charge per pole of their respective forty (40) foot poles as of January 1 of the then current calendar year; provided, however, in no event shall the compensation per pole be less than 90% of either Party's said annual carrying charge per pole.

(E) Compensation payments shall be made on the last day of December each year based upon all Licenses in effect on November 30 of such year.

(F) The effective date of each License shall be that date inserted on Application by Licensee, unless otherwise rejected by Owner pursuant to Article II.

(G) The effective date of each termination of License shall be the date that Licensee inserted on notice of termination to Owner; provided Licensee shall have previously removed its Attachments therefrom.

ARTICLE XII

PAYMENT OF TAXES

Owner shall be responsible for having all taxes and fees legally levied on Joint Use poles and facilities paid except where authorities levy taxes or fees legally on each Party in which case each shall be responsible for payment as stipulated by law.

ARTICLE XIII

LIABILITY FOR DAMAGES

(A) Whenever any liability is incurred by one or the other of the Parties hereto for injury to or loss of life of third persons or damage to their property, except such persons and property as are provided for in subparagraph "B" below, arising out of the Joint Use, removal, replacement or relocation of common poles under this Agreement, or due to the proximity of the facilities of the Parties associated with the Joint Use of common poles covered by this Agreement, the liability therefore as between the Parties hereto shall be as follows:

(1) Each Party hereto shall be liable for, and shall indemnify and defend the other Party against, all claims resulting from all injuries to or loss of life of persons or damage to property (including property of the other Party), caused solely by its negligence or solely by its failure to comply at any time with the provisions of this Agreement. Such liability shall not include claims arising out of the negligence of an independent contractor engaged by either Company. Such liability shall include, in addition to the monies paid to the claimant, all expenses incurred in connection with the investigation and settlement thereof, including outside attorney's fees, but shall not include salaries and disbursements of employees of any party hereto.

(2) In all other cases, the liability of each Party shall be that as determined by law.

(B) As between the two Parties only, and not for the benefit of any independent Contractor engaged by either Party or any third party, each of the Parties hereto assumes any loss resulting from injury or death to its employees, arising out of the Joint Use, removal, replacement or relocation of common poles under this Agreement, or arising from the proximity of the facilities of the Parties hereto; provided, however, that where an employee of either Party sues the other Party (or where such an action is brought on his behalf) for injuries (or death) arising from the negligence of the latter Party, its agents or employees, the liability of the employer of the injured (or deceased) employee shall be limited to payments made to said injured (or deceased) employee under the State Workmens' Compensation Laws.

(C) Licensee shall be liable for, and shall indemnify and defend Owner from and against any and all loss or damages resulting directly or indirectly in any manner from the failure, neglect or refusal of Licensee to secure any necessary right, permission, approval or authorization from property owners or public authorities for the erection and maintenance of its facilities on poles of Owner.

ARTICLE XIV

RIGHTS OF THIRD PARTIES

Nothing herein contained shall be construed as affecting the rights or privileges conferred or to be conferred by Owner, by contract or otherwise, on third Parties to use any poles or facilities covered by this Agreement. Such wires and apparatus not owned by either Party as may be placed on any pole under authority conferred by either Party shall, for the purpose of this Agreement, be considered the property of the Party authorizing the Attachment and subject as such to all the terms and conditions of this Agreement.

PUBLIC VERSION

ARTICLE XV

ASSIGNMENT OF RIGHTS

Neither Party shall assign or otherwise dispose of this Agreement or its rights or interest hereunder or in any of the poles or 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 shall prevent or limit the right of either Party, nor shall such written consent be required, to make a lease or transfer of any or all its property, rights, privileges and franchises or any of them to another corporation organized for the purpose of conducting a business of the same general character as that of the lessor or transferor, or to enter into any lawful merger or consolidation, or to make a general mortgage of all its property rights, privileges and franchises, and in case of such lease, transfer, merger, consolidation or mortgage, the rights and obligations acquired under this Agreement shall pass to the lessee, assignee, merging or consolidating company or trustee under such mortgage. All liabilities hereunder shall bind the successors and assigns of the Parties.

ARTICLE XVI

REMOVAL OF ATTACHMENTS

Notwithstanding anything herein contained to the contrary, Licensee shall have the right from time to time and any time to remove all its Attachments made hereunder or any part thereof.

ARTICLE XVII

ABANDONMENT OF JOINTLY USED POLES

(A) Licensee may at any time abandon the use of a licensed Joint Use pole having first removed its Attachments (if any) therefrom. Licensee shall submit written notice of such abandonment to Owner whereupon all rights and liabilities of Licensee shall cease and determine as to such pole only excepting any liabilities or costs incurred by Licensee prior to the date of such notice.

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(B) Owner may at any time abandon the use of any licensed Joint Use pole. If Owner is not obligated to remove such pole, Owner shall give Licensee thirty (30) days notice in writing to remove its Attachments or purchase such pole for an equitable sum as may be agreed upon by Parties. If Licensee elects to purchase said pole, Owner shall deliver to Licensee an appropriate instrument transferring title thereto. If Owner is obligated to remove such pole upon abandonment by it or if Licensee elects not to purchase, Licensee shall remove its facilities.

ARTICLE XVIII

DEFAULTS

(A) If Licensee shall be in default in any of its obligations stipulated herein, and such default continues for a period of sixty (60) days subsequent to written notice given by Owner, Owner may, if it so elects, permanently terminate Licensee's right to attach to poles as to which such default exists. Such termination shall not be construed as a waiver of the right to enforce any liabilities for costs incurred or to be incurred for the collection of any sums theretofore or thereafter due.

(B) If Owner shall be in default in any obligations stipulated herein, and such default continues for a period of sixty (60) days subsequent to written notice thereof given by Licensee, Owner hereby agrees to pay, in connection with such default, all costs and expenses reasonably incurred by Licensee in assuring the safety and adequacy of its service.

ARTICLE XIX

WAIVER OF TERMS OR CONDITIONS

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

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ARTICLE XX

TERM OF AGREEMENT

The effective date of this Agreement shall be January 1, 1973, and subject to the provisions of Article XVIII herein, this Agreement may be terminated on or after the first day of January, 1974, upon sixty (60) days notice in writing to the other Party, provided that if not so terminated it shall continue in force thereafter until terminated by either Party at any time upon sixty (60) days notice in writing to the other Party as aforesaid.

ARTICLE XXI

CANCELLATION OF ATTACHMENT PERMITS AND AGREEMENTS

(A) All those certain Attachment Permits between Parties dated February 7, 1938, including all stipulations made therein shall be and the same hereby are null, void, and of no further force and effect except in respect to liabilities heretofore incurred thereunder, provided, however, that all licenses heretofore issued and now outstanding under these permits henceforth shall be continued in full force and effect, subject, nevertheless, to all the terms, provisions and conditions of this Agreement.

(B) Subject to the exclusions made in paragraph A of this Article, all Joint Use agreements not heretofore cancelled shall be and the same hereby are null, void, and of no further force or effect except in respect to liabilities heretofore incurred thereunder.

PUBLIC VERSION

IN WITNESS WHEREOF, the Parties, for themselves and their successors and assigns, and intending to be legally bound hereby, have caused these presents to be duly executed the day and year first above written.

Attest: METROPOLITAN EDISON COMPANY

Secretary

APPROVED AS TO FORM

By Vice President

Attest: THE BELL TELEPHONE COMPANY OF PENNSYLVANIA

Secretary

By William P. Bethea Vice President

NOTED:

DIST DATA PROCESSING MGR.

PER

CLH 11/2/73

11-5-73

L.M.K. NOV 5 1973

11-8-73

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PUBLIC VERSION

The Bell Telephone Company of Pennsylvania
One Parkway
Philadelphia, Pennsylvania 19102
Phone (215) 466-9900

William P. Mathers
Executive Vice President

April 20, 1983

Mr. H. L. Robidoux, Vice President
Transmission & Distribution Engineering and Operations
Metropolitan Edison Company
Post Office, Box 542
Reading, Pennsylvania 19640

Dear Mr. Robidoux:

Referring to the Agreement for the Joint Use of Poles executed September 28, 1973 between Metropolitan Edison Company and The Bell Telephone Company of Pennsylvania, in order for both Companies to realize the economics inherent in deferring pole replacements, Bell is willing to agree to the following:

1. When mutually agreeable, additional pole height may be provided by a pole top extension in order to avoid a pole replacement that would otherwise be required under Article V, Paragraph (D), "Establishing Joint Use of Existing Lines", or under Article VI, Paragraph (B), "Existing Joint Use-Additional Requirements". Pole ownership will not change.

2. Metropolitan Edison will supply and install all pole top extensions.

3. For each pole top extension installed by Metropolitan Edison on a Bell pole, Bell will pay to Metropolitan Edison the current installation cost thereof within sixty (60) days of date of Metropolitan Edison's invoice therefor. This cost, currently $105.00 each, may be adjusted annually by Metropolitan Edison upon notice in writing in conjunction with the annual calculations of attachment fees as provided for in Article XI, "Attachment Fees Compensation". Bell will become owner of any pole top extension installed on a Bell pole.

4. Pole top extensions installed on a pole owned by Metropolitan Edison shall be at Metropolitan Edison's sole cost.

5. Each party shall make such rearrangement of its facilities, at its own cost and expense, as may be required in order to permit the use of the pole top extension.

If you are in agreement with the above terms, please indicate your acceptance in the space provided on the original and signed copy of this letter (which copy is to be retained by you). This letter will constitute a supplement to the 1973 Agreement.

Very truly yours,

The Bell Telephone Company of Pennsylvania

By: ______________________
Executive Vice President

ATTEST:

____
Assistant Secretary

ACCEPTED:

METROPOLITAN EDISON COMPANY

BY: ______________________
VICE-PRESIDENT

ATTEST:

____
Assistant Secretary

AS TO FORM

Exhibit 2

PUBLIC VERSION

AGREEMENT

between

METROPOLITAN EDISON COMPANY

and

BETHEL & MT. AETNA TELEPHONE AND TELEGRAPH COMPANY

Covering Joint Use of Poles

(Effective January 1, 1968)

March 4, 1968

PUBLIC VERSION

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April 24, 1968

THIS AGREEMENT, made as of January 1, 1968, by and between the Metropolitan Edison Company, a corporation of the Commonwealth of Pennsylvania, hereinafter called "Met-Ed", and

Bethel & Mt. Aetna Telephone and Telegraph Company
a corporation of the Commonwealth of Pennsylvania, hereinafter called "Telephone".

WITNESSETH:

WHEREAS, Met-Ed and Telephone desire to cooperate and establish joint use of their respective poles when and where joint use shall be of mutual advantage; and

WHEREAS, the conditions determining the necessity or desirability of joint use depend upon the service requirements to be met by both parties, including considerations of safety and economy, and each of them should be the judge of what the character of its circuits should be to meet its service requirements and as to whether or not these service requirements can be properly met by the joint use of poles.

NOW, THEREFORE, in consideration of the premises and the mutual convenants herein contained, the parties hereto, for themselves, their successors and assigns, do hereby convenant and agree as follows:

ARTICLE I

SCOPE OF AGREEMENT

(a) This agreement shall be in effect in the areas in which both of the parties render service in the Commonwealth of Pennsylvania, and shall cover all poles of each of the parties now existing or hereafter erected in the above territory when said poles are brought hereunder in accordance with the procedure hereinafter provided.

(b) Each party reserves the right to exclude from joint use:

(1) Poles which in the Owner's judgment are necessary for its own sole use; and

(2) Poles which carry, or are intended by the Owner to carry, circuits of such character that in the Owner's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable; and

(3) Poles where in the Owner's judgment joint use would not prove economical; and

(4) Poles located on private property, which under the tarrifs of either company, are required to be provided by the customer.

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ARTICLE II

EXPLANATION OF TERMS

For the purpose of this agreement, the following terms shall have the following meanings:

OWNER is the party hereto holding title to and full ownership of a pole.

LICENSEE is the party hereto having the right under this agreement to use a pole belonging to the other party.

ATTACHMENTS means all wires, appliances, apparatus, fixtures, and appurtenances of every description now or hereafter used on poles by either party in its business.

RIGHT OF JOINT USE means the right to make joint use of poles subject to the payment of rental therefor, for the purpose of making attachments thereto, which right, when granted, shall not be revocable by the Owner.

A JOINT POLE means a pole which is tall enough to provide space for the respective parties as aforesaid and strong enough to meet the requirements of the specifications mentioned in Article III for the attachments ordinarily placed by both parties.

APPLICATION means a written request for the issuance of a Permit under the terms of this agreement.

PERMIT means an Application which has been accepted in writing.

ARTICLE III

SPECIFICATIONS

The joint use of the poles covered by this agreement shall at all times be in conformity with the National Electrical Safety Code, or in conformity with any modification thereof which may hereafter be agreed upon by the parties hereto. Any present or subsequent rules and/or regulations that may be issued by the Public Utility Commission of the Commonwealth of Pennsylvania shall supersede, for purposes of this agreement, the National Electrical Safety Code, or modification thereof, when the minimum construction required by such rules and/or regulations is in excess of the construction by said code or modification thereof.

PUBLIC VERSION

ARTICLE IV

APPORTIONMENT OF POLE OWNERSHIP

The ownership of poles jointly used hereunder shall be apportioned so that Met-Ed owns 55% and Telephone owns 45% of all of such poles. The apportionment shall be accomplished by allocation of new construction and re-allocation of reconstruction of poles. Except as prescribed in Article V hereof, no poles will be transferred in title to accomplish this apportionment at the present time; however, Telephone reserves the right to reopen negotiations on this point should it so desire at some time in the future.

ARTICLE V

CONVEYANCE OF POLE INTEREST

Each Company will convey to the other all its right and interest in and to those jointly used poles in which it presently holds permanent use rights, though title is vested in the other Company. Such transfers shall be made without the payment of a consideration. Simultaneously with such transfers, the transferee will issue to the transferor permits, supplemental to the January 8, 1942 Permits, authorizing the continued joint use of such poles. Each of the existing agreements, other than the January 8, 1942 Permits, will then be terminated.

ARTICLE VI

ESTABLISHING JOINT USE OF EXISTING POLES

(a) Whenever either party desires to make attachments on any pole owned by the other party, it shall make written application therefor, specifying the locations of the poles in question, and in the case of Telephone, the maximum height at which it wished to attach or in the case of Met-Ed, the minimum height at which it wishes to attach. Within twenty (20) days after the receipt of such application, it shall be approved or disapproved by the Owner, except that if rearrangements or pole replacement are required to make the pole suitable for joint use and the Owner is otherwise willing to have the said pole so included, the Owner shall so notify the Licensee, and after the completion of such rearrangements or replacement shall within ten (10) days issue a permit to the Licensee.

(b) Whenever any jointly used pole or any pole about to be so used under the provisions of this agreement, is insufficient in height or strength for the existing attachments and for the proposed immediate additional attachments thereon, the Owner shall promptly replace such pole with a new pole of the necessary height and/or strength and shall make such other changes in the existing pole line in which such pole is included as the conditions may then

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require and shall remove and retain the old pole, and Owner shall bear all of the expenses other than the Licensee expense, if any, for transferring its own facilities from the old to the new pole, except as provided for in Article VIII.

(c) Each party shall place, transfer and rearrange its own attachments, including any tree trimming or cutting incidental thereto, Owner of pole shall place any anchor guy rod required for use of both parties of sufficient size and strength to hold guys of both parties, and shall own, place, and maintain such guy rods at its sole expense. Each party shall provide, at its sole expense, such other guys as each may require for its own separate use. Each party shall at all times perform such work promptly and in such manner as not to interfere with the service of the other party.

ARTICLE VII

ESTABLISHING JOINT USE OF NEW POLES

(a) Whenever either party hereto requires new pole facilities under this agreement, either as an additional pole line, or an extension of an existing pole line, or in connection with the reconstruction of an existing pole line, and such pole facilities are not to be excluded from joint use under the provisions of Article I, it shall promptly notify the other party to that effect, showing the proposed location and character of the new poles and the character of circuits it desires to use thereon. Within a reasonable length of time after the receipt of such notification, it shall be approved or disapproved by the other party.

(b) Each party shall place its own attachments on the new joint poles, and do any tree trimming or cutting incidental thereto, and shall perform such work promptly and in such manner as not to interfere with the service of the other party. Owner of pole shall place any anchor guy rod required for use of both parties of sufficient size and strength to hold guys of both parties and shall own, place and maintain such guy rods at its sole expense. Each party shall provide at its sole expense such other guys as each may require for its own separate use. Each party shall at all times perform such work promptly and in such manner as not to interfere with the service of the other party.

(c) Owner shall provide and maintain pole suitable for joint use at its sole expense, except as provided for in Article X.

ARTICLE VIII

RIGHTS-OF-WAY

Each party will obtain its own necessary rights-of-way from the property owners, municipalities, or others.

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ARTICLE IX

MAINTENANCE OF POLES AND ATTACHMENTS

(a) The Owner shall maintain its joint poles in a safe and serviceable condition and in accordance with the specifications mentioned in Article III and shall replace such of said poles as become defective.

(b) When replacing a jointly used pole carrying terminals of aerial cable, underground connections, or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied unless special conditions made it necessary to set it in a different location.

(c) Whenever it is necessary to replace or to change the location of a jointly used pole, the Owner shall before making such replacement or change in location give notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation. Licensee shall notify Owner in writing of its acceptance of the location or shall request the Owner for an alternate location which will be mutually acceptable. The Licensee shall at the time so specified transfer its attachments to the pole at the new location.

(d) Except as otherwise provided in Section (e) of this Article, each party shall at all times maintain all of its attachments, including guy wires, and any necessary tree trimming or cutting incidental thereto, in accordance with the specifications mentioned in Article III and shall keep them in safe condition and thorough repair provided, however, that neither party shall be required to rearrange any cable installed prior to the date of this agreement.

(e) Any existing joint use construction of the parties, which is subject to the provisions of this agreement and which does not conform to the requirements of Article III hereof, shall be brought into conformity therewith in the most practical and economical manner as attachments thereon are rearranged or renewed, or as the poles are relocated or renewed, provided, however, that neither party shall be required to rearrange any cable installed prior to the date of this agreement. When such existing joint use construction shall have been brought into conformity with said Article III, it shall at all times thereafter be maintained in accordance with sections (a) and (d) of this Article.

(f) The cost of maintaining poles and attachments and of bringing existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in Articles VI, VII, and X.

ARTICLE X

BILLING OF COSTS

(a) In cases where the construction of a new pole line or the extension of an existing pole line is contemplated by either party and there

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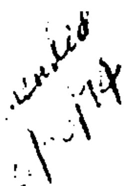
is a possibility that the poles might be used jointly, the Owner shall so advise the other party and make inquiry as to whether it desires to attach to the poles being installed. If, after the other party has declined and the Owner has installed poles suitable only for its own use, the other party, within three years from the date of the inquiry, decides that it desires to attach to the poles, then the Owner will provide poles suitable for joint use and the other party will reimburse the Owner for any non-betterment costs involved in so doing. Conversely, should the other party accept, and the Owner installs poles suitable for joint use, the other party will submit applications for attachments within one year of the completion of the installation. In the event such party fails to make application within such one-year period, it shall reimburse the Owner for any such non-betterment costs as aforesaid.

(b) Should the Owner, when requested by Licensee to replace poles with larger or different poles, find that such replacement will become an excessive operating or financial burden upon it, such Owner may request Licensee to take over the replacement thereof and, upon mutual agreement, Licensee may replace such poles with poles then suitable for joint use and shall be, and continue as, the Owner thereof under the terms of this agreement.

ARTICLE XI

RENTALS

The rental rates heretofore established effective as of January 1, 1967, shall continue and remain in effect under this agreement and shall be applied in accordance with the provisions hereinafter set forth;



(a) Where the ownership of the pole is vested in Telephone, Met-Ed will pay to Telephone for the first year or fraction thereof, and each subsequent full year, for the use of each and every pole any portion of which is occupied by, or on which the right of joint use is specifically provided at Met-Ed's request in writing for the attachments of Met-Ed, the sum of Six Dollars and Sixty Cents ($6.60) per pole.

(b) Where the ownership of the pole is vested in Met-Ed, Telephone will pay to Met-Ed for the first year or fraction thereof, and each subsequent full year, for the use of each and every pole any portion of which is occupied by, or on which the right of joint use is specifically provided at Telephone's request in writing for the attachments of Telephone, the sum of Five Dollars and Forty Cents ($5.40) per pole.

(c) The annual carrying charge of a joint use pole (presently $12.00) and apportioned as rent (45% - $5.40 Telephone and 55% - $6.60 Met-Ed) shall be reviewed for possible adjustment at least every five (5) years. Adjustment may be made upon mutual agreement in writing by the parties hereto and the rentals to be paid hereunder shall thereafter be in the adjusted amount agree upon.

(d) Rental Payments hereunder shall be payable on the last day of December each year during the continuance of this agreement for the year ending November 30 and shall be based upon a written statement to be submitted by each party hereto to the other on or before the 15th day of December, giving the number of poles on which space is occupied by or is provided for, the attachments of the other party.

(e) The effective rental date of each Permit shall be the date that such Permit was approved by the Owner as shown thereon.

ARTICLE XII

PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property attached to said jointly used poles, and the taxes and the assessments which are levied on said joint poles shall be paid by the Owner thereof, except where municipal authorities levy assessments for joint occupancy in which case each party shall pay his own tax.

ARTICLE XIII

LIABILITY AND DAMAGES

Whenever any liability is incurred by either or both of the parties hereto for damages for injuries to the employees or for injury to the property of either party, or for injuries to other persons or their property, arising out of the joint use of poles under this agreement, or due to the proximity of the wires and fixtures of the parties hereto attached to the jointly used poles covered by this agreement, the liability for such damages, as between the parties hereto, shall be as follows:

(a) Each party shall be liable for all damages for such injuries to persons or property caused solely by its negligence or solely by its failure to comply at any time with the specifications herein provided for; provided that construction temporarily exempted from the application of said specifications under the provisions of Section (e) of Article IX shall not be deemed to be in violation of said specifications during the period of such exemption.

(b) Each party shall be liable for all damages for such injuries to its own employees or its own property as are caused by the negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of either party.

(c) Each party shall be liable for one-half ($\frac{1}{2}$) of all damages for such injuries to persons other than employees of either party, and for one-half ($\frac{1}{2}$) of all damages for such injuries to property not belonging to either party that are caused by the negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of either party.

(d) Where, on account of injuries of the character described in the preceding paragraphs of this Article, either party hereto shall make any payments to injured employees or to their relatives or representatives in conformity with (1) the provision 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 and in the course of the employment, whether based on negligence on 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 the preceding paragraphs numbered (a) and (b) and shall be paid by the parties hereto accordingly.

(e) All claims for damages arising hereunder that are asserted against or affect both parties hereto shall be dealt with by the parties hereto jointly; provided, however, that in any case under the provisions of paragraph (c) of this Article 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 (½) of the expense which such settlement would involve, and thereupon said other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim.

(f) In the adjustment between the parties hereto of any claim for damages arising hereunder, the liability assumed hereunder, by the parties shall include, in addition to the amounts paid to the claimant, all expenses incurred by the parties in connection therewith, which shall comprise costs, attorneys' fees, disbursements and other proper charges and expenditures.

ARTICLE XIV

EXISTING RIGHTS OF OTHER PARTIES

Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Owner, by contract or otherwise, on third parties to use any poles covered by this agreement; and Owner shall have the right to continue and extend such rights or privileges. The permission herein granted shall at all times be subject to such existing contracts and arrangements and to extensions and renewals thereof.

ARTICLE XV

ASSIGNMENT OF RIGHTS

Except as otherwise provided in the 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

PUBLIC VERSION

party, nor shall such written consent be required, to mortgage any or all of its property, rights, privileges, and franchises, or to enter into any lease or transfer of all of them to another corporation organized for the purpose of conducting 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 of consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging, or consolidating company, as the case may be.

ARTICLE XVI

ABANDONMENT OF JOINTLY USED POLES

(a) The Licensee may at any time abandon the use of a jointly used pole by removing its attachments therefrom and by giving notice of said action to the Owner. Licensee shall not be responsible for any detriments, damages, losses, liabilities, claims, demands, suits, costs, or expenses of any kind or description arising solely from conditions or actions existing or occurring after receipt of such notice and pertaining to the presence, maintenance, operation, or removal of such pole or the facilities thereon; provided, however, that liabilities incurred prior to said notice shall not be affected thereby.

(b) The Owner may at any time abandon the use of a jointly used pole by removing its facilities therefrom and giving the Licensee thirty (30) days notice thereof, in duplicate, on a form which shall be filled in so as to tender the transfer of title to Licensee. If Licensee shall not within said thirty (30) days have notified Owner of its intention also to abandon said joint pole, all the rights and liabilities of Owner in and to said joint pole shall be vested absolutely in Licensee, and Licensee shall thereafter save Owner harmless from all detriments, damages, losses, liabilities, claims, demands, suits, costs and expenses of every kind and description arising solely from any conditions or actions existing or occurring after the expiration of such notice period and pertaining to the presence, maintenance, operation, or removal of such pole or the facilities thereon; provided, however, that liabilities incurred prior to said expiration shall not be affected thereby. If Licensee shall have notified Owner of its intention also to abandon said pole but shall nevertheless have failed to remove its attachments therefrom within thirty (30) days from the date of its notive of intention to abandon, all the rights and liabilities of the Owner shall pass to Licensee at the end of such second thirty (30) day period as if no declaration of intent had ever been made by Licensee. If Licensee shall notify Owner of its intention also to abandon said joint pole and shall remove its facilities therefrom within the time set forth herein, all the rights and liabilities of the Owner to said pole shall remain as theretofore.

(c) If Licensee elects to continue to use said jointly used pole after Owner has removed its facilities therefrom, Licensee shall pay to Owner such equitable sum for said pole as may be agreed upon by the parties, but failure to agree upon the amount of said payment shall not in any way affect the time of the change in the rights and liabilities of the parties to said pole.

VZ00195

PUBLIC VERSION

ARTICLE XVII

DEFAULTS

If either party shall make default in any of its obligations under this contract and such default continues sixty (60) days after notice thereof in writing from the other party, the other party hereunder may, at its option, forthwith terminate this agreement as far as concerns future granting of joint use, or may remove, at the expense of the defaulting party, the attachments as to which such default exists, or both. Such removal or termination shall not be construed as a waiver of the right to enforce collection of any sums already due.

ARTICLE XVIII

WAIVER OF TERMS OR CONDITIONS

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

ARTICLE XIX

TERM OF AGREEMENT

This agreement shall be effective as of January 1, 1968, and subject to the provisions of Article XVII herein, this agreement may be terminated, so far as concerns further granting of Joint Use by either party, on or after the first day of January, 1969, upon sixty (60) days notice in writing to the other party, provided that if not so terminated it shall continue in force thereafter until terminated by either party at any time upon sixty (60) days notice in writing to the other party as aforesaid, and provided further that notwithstanding such termination this agreement shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination.

ARTICLE XX

GUIDE TO PRACTICE

To establish uniform practices and procedures applying to the joint use of poles under the terms of this agreement, it is understood that both parties to this agreement will collaborate in preparing a "Guide to Practice" manual which will interpret the terms of the agreement and working practices to be followed and will prescribe the forms to be used. It is understood that no terms or conditions of this agreement will be altered by the Guide to Practice and, furthermore, that any interpretations resulting from this Guide to Practice may be changed at any time by mutual consent.

VZ00196

ARTICLE XXI

CANCELLATION OF PREVIOUS AGREEMENTS

The following pole attachment permits and agreements shall be and the same hereby are cancelled and terminated:

1. Attachment Permits No. ME-BMA-1 and ME-BMA-2 dated January 8, 1942 from Metropolitan Edison Company to Bethel & Mt. Aetna Telephone and Telegraph Company.

2. Attachment Permits No. BMA-ME-1 and BMA-ME-2 dated January 8, 1942 from Bethel & Mt. Aetna Telephone and Telegraph Company to Metropolitan Edison Company.

3. Any and all other pole attachment permits, licenses or agreements by and between the parties hereto, or their respective predecessors in interest, not hereinabove set forth.

ARTICLE XXII

TRANSFER OF OUTSTANDING PERMITS

All pole permits heretofore issued and now outstanding under any and all agreements cancelled by Article XXI hereof shall be deemed to have been reissued pursuant to this agreement and shall be and remain subject to all of the terms, provisions and conditions hereof.

****

VZ00197

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, on the 22nd day of July, 1968.

METROPOLITAN EDISON COMPANY

APPROVED AS TO FORM

By ____________________
Vice President

Attest:

____
Secretary

BETHEL & MT. AETNA TELEPHONE AND TELEGRAPH COMPANY

By ____________________
President

Attest:

____
Secretary

GUIDE TO PRACTICE

In Connection With General Joint Use Agreement Between

Metropolitan Edison Company

and

Bethel & Mt. Aetna
Telephone and Telegraph Company

Dated: July 22, 1968
Effective: January 1, 1968

To establish uniform practices and procedures applying to joint use of poles under the terms of the General Joint Use Agreement, effective January 1, 1968, between the Metropolitan Edison Company (Met-Ed) and the Bethel & Mt. Aetna Telephone and Telegraph (Telephone), the following interpretation of the terms of the Agreement and working practices is herein set forth. It is understood that nothing herein contained shall alter or cancel any part or parts of this Agreement and, furthermore, that these interpretations may be changed at any time by mutual consent upon request of either party. Only those parts of the agreement needing interpretation are included herein; for all parts not included, refer to General Joint Use Agreement.

I INTERPRETATION OF AGREEMENT

ARTICLE XVI ABANDONMENT OF JOINTLY USED POLES

An equitable sum as stated in this Article shall be the depreciated value of a pole which is high enough for the Licensee's requirements based on the Licensor's current pole prices.

PUBLIC VERSION

I. GENERAL

A. JOINT FIELD REVIEW

From past experience, Joint Field Reviews of proposed construction and reconstruction of pole lines have been found indispensable in securing the proper application of provisions governing the joint use of such plant.

It is agreed that neither Company will underbuild or overbuild on separate parallel poles on the same side of the thoroughfare without having mutual consent.

B. UNAUTHORIZED ATTACHMENTS

It is agreed in order to insure the successful operation of this agreement that no unauthorized attachments on the part of either Company will be permitted. Exceptions will be made for emergency attachments; such as, services and others which cannot reasonably be covered jointly in the field before installing. Therefore, each Company will immediately initiate internal and inter-departmental routines to guarantee that the Owner is promptly notified when attachments are made.

C. NEUTRAL SPACE

The neutral space is provided for the protection of the workmen and plant of both parties. Therefore, it is important that both Companies cooperate fully in preventing attachments which encroach in this space.

D. IMPORTANT PRECAUTIONS

1. Adherence to Specifications

Past experience with joint use of poles indicates that there should be a stricter adherence to the specifications in regard to:

(a) Climbing space

(b) Position of ground wires

(c) Position of guy wires

(d) Position of insulation levels and guy insulators

(e) Congestion of drop-loops (services), especially on transformer poles

(f) Maintaining required clearances between services (drop-loops) of both Companies to and on customers' buildings.

PUBLIC VERSION

(g) Special emphasis to separate telephone service lines from electric company ground leads

(h) Telephone service on high voltage poles

2. Grounding of Cable Messenger and Protector Grounds

(Refer to Amendment dated May 20, 1974 under Article titled "PROTECTION".)

3. Bonding and/or Grounding of Street Light Brackets

(Refer to Amendment dated May 20, 1974 under Article titled "PROTECTION".)

E. MISCELLANEOUS

1. Disposition of Poles to be Removed

In connection with the replacement or removal of a jointly used pole, where feasible, both Companies will arrange to cooperate in the transfer of facilities to the new pole so that Owner may remove the old pole without delay. It is the Owner's obligation to remove the old pole unless otherwise designated.

It is the duty of both parties to make certain that the other party's wires are neither touched nor disturbed.

2. Emergency Pole Replacement by Licensee

In emergency cases where Licensee discovers a hazardous pole condition requiring immediate attention, Licensee may proceed with the corrective work and bill owner. When time permits, the Owner's consent will first be secured. This practice is necessary in the interest of public safety.

VZ00201

II FORMS

A. JOINT USE FIELD NOTE FORM - EXHIBITS "A" & "B"

(Not applicable at present.)

PUBLIC VERSION

B. "NOTICE OF ABANDONMENT AND TRANSFER OF OWNERSHIP" FORM - EXHIBIT "C"

1. In view of the possible time required by Licensee to complete studies to determine whether ownership will be accepted or whether it will likewise be abandoned, the Owner's intention will be conveyed promptly to the Licensee.

2. Upon physical removal of all of its attachments, Owner will prepare "Notice of Abandonment of Joint Poles and Transfer of Ownership" form (Exhibit C) and forward it to Licensee, who will execute same and return it to Owner within the time limit of thirty (30) days as specified in Article XV (b) of the Agreement. The effective date will be thirty (30) calendar days or less after owner executed form.

3. Six (6) copies of this form will be prepared by Owner. Two (2) will be signed by the authorized agent and the signatures will be conformed on the remaining copies. Two (2) conformed copies and the two (2) signed copies will be forwarded to Licensee who will affix signature of proper authorized agent to the two (2) signed copies and return the original to Owner.

4. Should Telephone be Owner of the abandoned pole, Met-Ed may convey to Telephone title to one of its poles of equal size and age in exchange for the abandoned pole which Telephone will convey to Met-Ed. Ages within the steps listed in III-B-2 of this Guide shall be considered equal. Each company, as Owner, will prepare forms as in #3 above to accomplish the conveyances. Forms shall be cross referenced to each other.

5. All "Notice of Abandonment of Joint Poles and Transfer of Ownership" forms shall be identified by the same numbers assigned to the Field Notes.

C. PROCEDURE OF REPORTING ATTACHMENTS

A report must be made of all attachments made or space reserved by either party to poles of the other party.

1. Licensee shall continue to make Application to Owner for permission to attach. Application shall be submitted in triplicate.

2. If Owner had no objection to attachments to be made, the Application shall be executed and thereupon become a Permit.

VZ00203

(Not applicable at this time.)

III PURCHASING ABANDONED POLES

When poles, abandoned by Owner, are to be purchased by Licensee, the equitable sum to be paid Owner shall be determined by the following procedure.

A. DETERMINATION OF "IN PLACE" VALUE OF POLES

The life span of all poles shall be thirty (30) years. For purposes of reflecting the condition of poles (as related to condition new), the Owner shall determine the remaining life by year in which pole was installed, if available, or if not, by inspection on the ground, with procedure as outlined below and in accordance with percentages outlined below:

1. The pole shall be inspected jointly by representatives of both companies in accordance with the standard procedure established for pole inspection by the company proposing to purchase the pole. The procedure should include:

   (a) an appraisal of the effect of the defects observed
   (b) an appraisal of the condition of the pole in relation to a new pole
   (c) an estimate of the age of the pole
   (d) the minimum size of pole required by the company proposing to purchase the pole.

2. All Kinds of Wood Poles

   25 years or more remaining life - 100%
   20 thru 24 years remaining life - 80%
   15 thru 19 years remaining life - 60%
   10 thru 14 years remaining life - 40%
   6 thru 9 years remaining life - 20%
   3 thru 5 years remaining life - 10%
   Less than 3 years remaining life - 0%

VZ00205

B. PRICE SCHEDULES

For the purpose of simplification, it has been agreed to use price schedules based on the average experience of both parties under the conditions existing in the territory covered by the Agreement, and to keep such schedules as current as possible, revising them not oftener than once a year. Each party shall be responsible for its own prices. Current prices are listed below.

PRICE SCHEDULES - EFFECTIVE JANUARY 1, 1980

Size	Bethel & Mt. Aetna Costs	Met-Ed Costs
25 ft.	$234.00	$406.00
30 ft.	268.00	388.00
35 ft.	314.00	444.00
40 ft.	345.00	505.00
45 ft.	412.00	562.00
50 ft.	459.00	660.00
55 ft.	510.00	759.00

C. EXAMPLE OF BILLING FOR PURCHASE OF POLE(S)

Owner proposes to abandon 35-foot pole which was installed 8 years ago. Licensee accepts ownership in accordance with Agreement.

Example:

When Licensee is Bethel & Mt. Aetna Telephone Co.

$444.00 X 80% = $355.20

Bill Bethel & Mt. Aetna Telephone Co.

Example:

When Licensee is Metropolitan Edison Company

$314.00 X 80% = $251.20

Bill Metropolitan Edison Company

EXHIBIT "?" YTT and BMA

PUBLIC VERSION

Number.................................

Form 93

NOTICE OF ABANDONMENT OF JOINT POLES AND TRANSFER OF OWNERSHIP

.... to..

(Owner) (Licensee)

Under the terms of an agreement dated.......................................you maintain wires and appliances on pole(s) of Owner as follows:

Location Number	Pole Numbers	Pole Length	Location	Rental or Non-Rental	Present Value

Owner has removed its wires and appliances from the said pole(s). Kindly advise within thirty (30) days from this date if you desire to assume ownership thereof in accordance with and subject to the provisions of said agreement.

Licensee accepts ownership of the pole(s) designated in accordance with and subject to the provisions of said agreement dated ....

Licensee declines the within tender of title and has removed or will remove all its wires and appliances from said pole(s).

(One to be stricken out)

For and in consideration of the sum of One Dollar and other good and sufficient consideration, receipt whereof is hereby acknowledged, Owner hereby sells, transfers, assigns, and sets over to Licensee, its successors and assigns, effective

...., all of its interest in the pole(s) designated above, and for itself, its successors and assigns, covenants and agrees with Licensee, its successors and assigns, that it will warrant and defend the same against all and every person or persons whomsoever lawfully claiming the same or any part thereof, but Owner does not warrant any right in Grantee to maintain said pole(s).

....
(Licensee)

By..

Title..

Date..

....
(Owner)

By..

Title..

Date..

VZ00207

EXHIBIT "C"

PUBLIC VERSION

AMENDMENT

WHEREAS, METROPOLITAN EDISON COMPANY (Met-Ed) and BETHEL & MT. AETNA TELEPHONE AND TELEGRAPH COMPANY (Telephone) both being Pennsylvania corporations, entered into a certain Agreement (Agreement) dated July 22, 1968, effective January 1, 1968, providing for joint use of certain poles; and

WHEREAS, the parties hereto desire to supplement and amend the Agreement as hereinafter more fully set forth;

NOW, THEREFORE, in consideration of these presents, the parties hereto for themselves and their respective successors and assigns, hereby agree to amend and supplement the Agreement as hereinafter set forth, effective as of January 1, 1974, to wit:

1. Delete Article IV of the Agreement in its entirety and substitute therefor a new Article IV which reads as follows:

Article IV - Apportionment of Pole Ownership

The ownership of poles jointly used hereunder shall be apportioned so that Met-Ed owns 55% and Telephone owns 45% of all of such poles. In addition to the transfer of poles prescribed in Article V hereof, each party shall have the right to purchase from time to time from the other party poles and anchor rods in an attempt to balance ownership of jointly used poles. Such purchases shall be subject to any necessary regulatory approval and the consideration to be paid in connection therewith shall be the negotiated unit price representing the reasonable or equitable value of the facilities at the time when such transfer of ownership will take place. Notwithstanding anything herein contained to the contrary, the party requested to convey may refuse to do so for good cause.

2. Delete Article XI of the Agreement in its entirety and substitute therefor a new Article XI which reads as follows:

Article XI - Attachment Fees - Compensation

It is agreed by parties that no attachment fee, as such, will be paid by either party to the other and in lieu thereof just compensation shall be made in accordance with the following:

(A) The ratio of ownership of the total number of joint use poles shall be considered balanced when the ratio of pole ownership attained is 55% - Met-Ed and 45% - Telephone.
(B) The party owning less than its apportioned ratio of poles shall annually pay to the other the full agreed upon compensation for each pole it is deficient.
(C) The compensation per deficient pole in 1974 shall be $17.50, thereafter the compensation per deficient pole shall be the combined average of the parties' annual carrying charge per pole of their respective forty (40) foot poles as of January 1 of the then current calendar year; provided, however, in no event shall the compensation per deficient pole be less than the hereinafter designated percentum of either party's said annual carrying charge per pole, said percentum being as follows: 1975 - 87.5%, 1976 and thereafter - 90%.
(D) Compensation payments shall be made on the last day of December each year based upon all Permits in effect on November 30 of such year.
(E) The effective date of each Permit or of the termination of a Permit shall be the date that such Permit or termination thereof was approved by Owner as shown thereon, provided Licensee shall have previously removed its attachments therefrom.

3. Add a new Article to the Agreement identified as Article XXIII which shall read as follows:

Article XXIII - Protection

(A) At those locations where Met-Ed has a multi-grounded neutral system with a continuous neutral either party may establish a bond between Met-Ed's vertical ground and Telephone's aerial cable messenger. At those locations where no vertical ground wire exists on a pole a bond wire of sufficient length to reach Met-Ed's multi-grounded neutral may be installed.
(B) The party requiring the bond at any location shall provide, or pay the other party for, all necessary materials to be used in constructing such bond. Title to such materials shall vest in the requiring party. Either party may make all necessary connections at those locations where Met-Ed has an existing vertical ground as aforesaid. At those locations where no such vertical ground exists Telephone shall make its connection first and shall properly and safely secure all wires, conductors and materials during the interim pending Met-Ed's connection to its facilities.
(C) All bonds which may be currently existing shall be subject to the provisions of this Agreement and the same, as well as bonding hereafter performed under the permission herein granted, shall be done and maintained in accordance with the requirements of the current edition of the National Electrical Safety Code, as the same may be from time to time amended or revised, and any currently applicable rules or orders of the Pennsylvania Public Utility Commission when the minimum requirements of such rules or orders are in excess of the standard of construction required by said code or revisions thereof.

4. Amend the Index of the Agreement to the extent hereinafter set forth as follows:

(a) Revise Article XI to read "Article XI - Attachment Fees - Compensation"

(b) Add Article XXIII to read "Article XXIII - Protection"

Except as otherwise herein provided, Agreement shall in all other respects remain and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused these presents to be duly executed this 20th day of May, 1974.

METROPOLITAN EDISON COMPANY

Attest:

R. B. Heist
Secretary

By J. S. Bartman
Vice President

BETHEL & MT. AETNA TELEPHONE AND TELEGRAPH COMPANY

Attest:

Thora K. Sheldon
Asst. Secretary

By J. C. Herbert
Vice President

Exhibit 3

PUBLIC VERSION

February 5, 1968

AGREEMENT

between

METROPOLITAN EDISON COMPANY

and

CONTINENTAL TELEPHONE COMPANY
OF PENNSYLVANIA

Covering Joint Use of Poles

(Effective January 1, 197[illegible])

VZ00212

PUBLIC VERSION

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PUBLIC VERSION

THIS AGREEMENT, made as of March 17, 1972, by and between the Metropolitan Edison Company, a corporation of the Commonwealth of Pennsylvania, hereinafter called "Met-Ed", and

Continental Telephone Company of Pennsylvania

a corporation of the Commonwealth of Pennsylvania, hereinafter called "Telephone".

WITNESSETH:

WHEREAS, Met-Ed and Telephone desire to cooperate and establish joint use of their respective poles when and where joint use shall be of mutual advantage; and

WHEREAS, the conditions determining the necessity or desirability of joint use depend upon the service requirements to be met by both parties, including considerations of safety and economy, and each of them should be the judge of what the character of its circuits should be to meet its service requirements and as to whether or not these service requirements can be properly met by the joint use of poles.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, Met-Ed hereby grants to Telephone permission to make attachments to Met-Ed poles as hereinafter provided, and Telephone hereby grants to Met-Ed permission to make attachments to Telephone poles as hereinafter provided, in each case to the extent the same may be lawfully given and subject to all Acts of Assembly and municipal ordinances and regulations now in force or hereinafter enacted and in each case subject nevertheless to the strict observance of each and all of the following, to wit:

ARTICLE I

SCOPE OF AGREEMENT

(a) This agreement shall be in effect in the areas in which both of the parties render service in the Commonwealth of Pennsylvania, and shall cover all poles of each of the parties now existing or hereafter erected in the above territory when said poles are brought hereunder in accordance with the procedure hereinafter provided.

(b) Each party reserves the right to exclude from joint use:

(1) Poles which in the Owner's judgment are necessary for its own sole use; and

(2) Poles which carry, or are intended by the Owner to carry, circuits of such character that in the Owner's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable; and

(3) Poles where in the Owner's judgment joint use would not prove economical; and

(4) Poles located on private property, which under the tarrifs of either company, are required to be provided by the customer.

VZ00214

ARTICLE II

EXPLANATION OF TERMS

For the purpose of this agreement, the following terms shall have the following meanings:

OWNER is the party hereto holding title to and full ownership of a pole.

LICENSEE is the party hereto having the right under this agreement to use a pole belonging to the other party.

ATTACHMENTS means all wires, appliances, apparatus, fixtures, and appurtenances of every description now or hereafter used on poles by either party in its business.

RIGHT OF JOINT USE means the right to make joint use of poles subject to the payment of rental therefor, for the purpose of making attachments thereto, which right, when granted, shall not be revocable by the Owner, except as hereinafter provided.

A JOINT POLE means a pole which is tall enough to provide space for the respective parties as aforesaid and strong enough to meet the requirements of the specifications mentioned in Article III for the attachments ordinarily placed by both parties.

APPLICATION means a written request for the issuance of a Permit under the terms of this agreement.

PERMIT means an Application which has been accepted in writing.

ARTICLE III

SPECIFICATIONS

The joint use of the poles covered by this agreement shall at all times be in conformity with the National Electrical Safety Code, or in conformity with any modification thereof which may hereafter be agreed upon by the parties hereto. Any present or subsequent rules and/or regulations that may be issued by the Public Utility Commission of the Commonwealth of Pennsylvania shall supersede, for purposes of this agreement, the National Electrical Safety Code, or modification thereof, when the minimum construction required by such rules and/or regulations is in excess of the construction by said code or modification thereof.

ARTICLE IV

APPORTIONMENT OF POLE OWNERSHIP

Subject to any necessary regulatory approval, each Company, if it so desires, will convey to the other, title to certain poles and anchor rods which it shall hereafter designate, so as to achieve a balance of ownership of jointly used poles of 55% Met-Ed and 45% Telephone. The consideration to be paid for initial transfer of poles and associated anchor rods shall be the negotiated unit prices representing the reasonable or equitable value of the poles and anchor rods at the time when such transfer of ownership will take place.

Subsequent conveyances may take place to attain the balance of ownership aforementioned or to maintain said balance when it varies more than 5% from that determined above. The considerations to be paid for such conveyances shall be negotiated unit prices representing the reasonable or equitable value of the poles and anchor rods at the time when such transfer of ownership will take place.

ARTICLE V

ESTABLISHING JOINT USE OF EXISTING POLES

(a) Whenever either party desires to make attachments on any pole owned by the other party, it shall make written application therefor, specifying the locations of the poles in question, and in the case of Telephone, the maximum height at which it wishes to attach or in the case of Met-Ed, the minimum height at which it wishes to attach. Within twenty (20) days after the receipt of such application, it shall be approved or disapproved by the Owner, except that if rearrangements or pole replacement are required to make the pole suitable for joint use and the Owner is otherwise willing to have the said pole so included, the Owner shall so notify the Licensee, and after the completion of such rearrangements or replacement shall within ten (10) days issue a permit to the Licensee.

(b) Whenever any jointly used pole or any pole about to be so used under the provisions of this agreement, is insufficient in height or strength for the existing attachments and for the proposed immediate additional attachments thereon, the Owner shall promptly replace such pole with a new pole of the necessary height and/or strength and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require and shall remove and retain the old pole, and Owner shall bear all of the expenses other than the Licensee expense, if any, for transferring its own facilities from the old to the new pole, except as provided for in Article IX.

(c) Each party shall place, transfer and rearrange its own attachments, including any tree trimming or cutting incidental thereto, Owner of pole shall place any anchor guy rod required for use of both parties of sufficient size and strength to hold guys of both parties, and shall own, place, and maintain such guy rods at its sole expense. Each party shall provide, at its sole expense, such other guys as each may require for its own separate use. Each party shall at all times perform such work promptly and in such manner as not to interfere with the service of the other party.

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ARTICLE VI

ESTABLISHING JOINT USE OF NEW POLES

(a) Whenever either party hereto requires new pole facilities under this agreement, either as an additional pole line, or an extension of an existing pole line, or in connection with the reconstruction of an existing pole line, and such pole facilities are not to be excluded from joint use under the provisions of Article I, it shall promptly notify the other party to that effect, showing the proposed location and character of the new poles and the character of circuits it desires to use thereon. Within a reasonable length of time after the receipt of such notification, it shall be approved or disapproved by the other party.

(b) Each party shall place its own attachments on the new joint poles, and do any tree trimming or cutting incidental thereto, and shall perform such work promptly and in such manner as not to interfere with the service of the other party. Owner of pole shall place any anchor guy rod required for use of both parties of sufficient size and strength to hold guys of both parties and shall own, place and maintain such guy rods at its sole expense. Each party shall provide at its sole expense such other guys as each may require for its own separate use. Each party shall at all times perform such work promptly and in such manner as not to interfere with the service of the other party.

(c) Owner shall provide and maintain pole suitable for joint use at its sole expense, except as provided for in Article IX.

ARTICLE VII

RIGHTS-OF-WAY

Each party will obtain its own necessary rights-of-way from the property owners, municipalities, or others.

ARTICLE VIII

MAINTENANCE OF POLES AND ATTACHMENTS

(a) The Owner shall maintain its joint poles in a safe and serviceable condition and in accordance with the specifications mentioned in Article III and shall replace such of said poles as become defective.

(b) When replacing a jointly used pole carrying terminals of aerial cable, underground connections, or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied unless special conditions made it necessary to set it in a different location.

(c) Whenever it is necessary to replace or to change the location of a jointly used pole, the Owner shall before making such replacement or change in location give notice thereof in writing (except in case of emergency,

when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation. Licensee shall notify Owner in writing of its acceptance of the location or shall request the Owner for an alternate location which will be mutually acceptable. The Licensee shall at the time so specified transfer its attachments to the pole at the new location.

(d) Except as otherwise provided in Section (e) of this Article, each party shall at all times maintain all of its attachments, including guy wires, and any necessary tree trimming or cutting incidental thereto, in accordance with the specifications mentioned in Article III and shall keep them in safe condition and thorough repair.

(e) Any existing joint use construction of the parties, which is subject to the provisions of this agreement and which does not conform to the requirements of Article III hereof, shall be brought into conformity therewith in the most practical and economical manner as attachments thereon are rearranged or renewed, or as the poles are relocated or renewed, provided, however, that neither party shall be required to rearrange any cable installed prior to the date of this agreement. When such existing joint use construction shall have been brought into conformity with said Article III, it shall at all times thereafter be maintained in accordance with Sections (a) and (d) of this Article.

(f) The cost of maintaining poles and attachments and of bringing existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in Articles V, VI, and IX.

ARTICLE IX

BILLING OF COSTS

(a) In cases where the construction of a new pole line or the extension of an existing pole line is contemplated by either party and there is a possibility that the poles might be used jointly, the Owner shall so advise the other party and make inquiry as to whether it desires to attach to the poles being installed. If, after the other party has declined and the Owner has installed poles suitable only for its own use, the other party, within three years from the date of the inquiry, decides that it desires to attach to the poles, then the Owner will provide poles suitable for joint use and the other party will reimburse the Owner for any non-betterment costs involved in so doing. Conversely, should the other party accept, and the Owner installs poles suitable for joint use, the other party will submit applications for attachments within one year of the completion of the installation. In the event such party fails to make application within such one-year period, it shall reimburse the Owner for any such non-betterment costs as aforesaid.

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(b) Should the Owner, when requested by Licensee to replace poles with larger or different poles, find that such replacement will become an excessive operating or financial burden upon it, such Owner may request Licensee to take over the replacement thereof and, upon mutual agreement, Licensee may replace such poles with poles then suitable for joint use and shall be, and continue as, the Owner thereof under the terms of this agreement.

ARTICLE X

RENTALS

The rental rates heretofore established effective as of January 1, 19 , shall continue and remain in effect under this agreement and shall be applied in accordance with the provisions hereinafter set forth;

(a) Where the ownership of the pole is vested in Telephone, Met-Ed will pay to Telephone for the first year or fraction thereof, and each subsequent full year, for the use of each and every pole any portion of which is occupied by, or on which the right of joint use is specifically provided at Met-Ed's request in writing for the attachments of Met-Ed, the sum of Six Dollars and Sixty Cents ($6.60) per pole.

(b) Where the ownership of the pole is vested in Met-Ed, Telephone will pay to Met-Ed for the first year or fraction thereof, and each subsequent full year, for the use of each and every pole any portion of which is occupied by, or on which the right of joint use is specifically provided at Telephone's request in writing for the attachments of Telephone, the sum of Five Dollars and Forty Cents ($5.40) per pole.

(c) The annual carrying charge of a joint use pole (presently $12.00) and apportioned as rent (45% - $5.40 Telephone and 55% - $6.60 Met-Ed) shall be reviewed for possible adjustment at least every five (5) years. Adjustment may be made upon mutual agreement in writing by the parties hereto and the rentals to be paid hereunder shall thereafter be in the adjusted amount agreed upon.

(d) Rental Payments hereunder shall be payable on the last day of December each year during the continuance of this agreement for the year ending November 30 and shall be based upon a written statement to be submitted by each party hereto to the other on or before the 15th day of December, giving the number of poles on which space is occupied by or is provided for, the attachments of the other party. The first payment of rental hereunder shall be made as of the 31st day of December, 1970.

(e) The effective rental date of each Permit shall be the date that such Permit was approved by the Owner as shown thereon.

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ARTICLE XI

PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property attached to said jointly used poles, and the taxes and the assessments which are levied on said joint poles shall be paid by the Owner thereof, except where municipal authorities levy assessments for joint occupancy in which case each party shall pay his own tax.

ARTICLE XII

LIABILITY AND DAMAGES

Whenever any liability is incurred by either or both of the parties hereto for damages for injuries to the employees or for injury to the property of either party, or for injuries to other persons or their property, arising out of the joint use of poles under this agreement, or due to the proximity of the wires and fixtures of the parties hereto attached to the jointly used poles covered by this agreement, the liability for such damages, as between the parties hereto, shall be as follows:

(a) Each party shall be liable for all damages for such injuries to persons or property caused solely by its negligence or solely by its failure to comply at any time with the specifications herein provided for; provided that construction temporarily exempted from the application of said specifications under the provisions of Section (e) of Article VIII shall not be deemed to be in violation of said specifications during the period of such exemption.

(b) Each party shall be liable for all damages for such injuries to its own employees or its own property as are caused by the negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of either party.

(c) Each party shall be liable for one-half ($\frac{1}{2}$) of all damages for such injuries to persons other than employees of either party, and for one-half ($\frac{1}{2}$) of all damages for such injuries to property not belonging to either party that are caused by the negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of either party.

(d) Where, on account of injuries of the character described in the preceding paragraphs of this Article, either party hereto shall make any payments to injured employees or to their relatives or representatives in conformity with (1) the provision 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 and in the course of the employment, whether based on negligence on 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 the preceding paragraphs numbered (a) and (b) and shall be paid by the parties hereto accordingly.

(e) All claims for damages arising hereunder that are asserted against or affect both parties hereto shall be dealt with by the parties hereto jointly; provided, however, that in any case under the provisions of paragraph (c) of this Article 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 ($\frac{1}{2}$) of the expense which such settlement would involve, and thereupon said other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim.

(f) In the adjustment between the parties hereto of any claim for damages arising hereunder, the liability assumed hereunder, by the parties shall include, in addition to the amounts paid to the claimant, all expenses incurred by the parties in connection therewith, which shall comprise costs, attorneys' fees, disbursements and other proper charges and expenditures.

ARTICLE XIII

EXISTING RIGHTS OF OTHER PARTIES

Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Owner, by contract or otherwise, on third parties to use any poles covered by this agreement; and Owner shall have the right to continue and extend such rights or privileges. The permission herein granted shall at all times be subject to such existing contracts and arrangements and to extensions and renewals thereof.

ARTICLE XIV

ASSIGNMENT OF RIGHTS

Except as otherwise provided in the 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, nor shall such written consent be required, to mortgage any or all of its property, rights, privileges, and franchises, or to enter into any lease or transfer of all of them to another corporation organized for the purpose of conducting 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 of consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging, or consolidating company, as the case may be.

ARTICLE XV

ABANDONMENT OF JOINTLY USED POLES

(a) The Licensee may at any time abandon the use of a jointly used pole by removing its attachments therefrom and by giving notice of said action to the Owner. Licensee shall not be responsible for any detriments, damages, losses, liabilities, claims, demands, suits, costs, or expenses of any kind or description arising solely from conditions or actions existing or occurring after receipt of such notice and pertaining to the presence, maintenance, operation, or removal of such pole or the facilities thereon; provided, however, that liabilities incurred prior to said notice shall not be affected thereby.

(b) The Owner may at any time abandon the use of a jointly used pole by removing its facilities therefrom and giving the Licensee thirty (30) days notice thereof, in duplicate, on a form which shall be filled in so as to tender the transfer of title to Licensee. If Licensee shall not within said thirty (30) days have notified Owner of its intention also to abandon said joint pole, all the rights and liabilities of Owner in and to said joint pole shall be vested absolutely in Licensee, and Licensee shall thereafter save Owner harmless from all detriments, damages, losses, liabilities, claims, demands, suits, costs and expenses of every kind and description arising solely from any conditions or actions existing or occurring after the expiration of such notice period and pertaining to the presence, maintenance, operation, or removal of such pole or the facilities thereon; provided, however, that liabilities incurred prior to said expiration shall not be affected thereby. If Licensee shall have notified Owner of its intention also to abandon said pole but shall nevertheless have failed to remove its attachments therefrom within thirty (30) days from the date of its notice of intention to abandon, all the rights and liabilities of the Owner shall pass to Licensee at the end of such second thirty (30) day period as if no declaration of intent had ever been made by Licensee. If Licensee shall notify Owner of its intention also to abandon said joint pole and shall remove its facilities therefrom within the time set forth herein, all the rights and liabilities of the Owner to said pole shall remain as theretofore.

(c) If Licensee elects to continue to use said jointly used pole after Owner has removed its facilities therefrom, Licensee shall pay to Owner such equitable sum for said pole as may be agreed upon by the parties, but failure to agree upon the amount of said payment shall not in any way affect the time of the change in the rights and liabilities of the parties to said pole.

ARTICLE XVI

DEFAULTS

If either party shall make default in any of its obligations under this contract and such default continues sixty (60) days after notice thereof in writing from the other party, the other party hereunder may, at its option, forthwith terminate this agreement as far as concerns future granting of joint use, or may remove, at the expense of the defaulting party, the attachments as

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to which such default exists, or both. Such removal or termination shall not be construed as a waiver of the right to enforce collection of any sums already due.

ARTICLE XVII

WAIVER OF TERMS OR CONDITIONS

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

ARTICLE XVIII

TERM OF AGREEMENT

This agreement shall be effective as of January 1, 1972 except as to the first payment of rental hereunder as prescribed in Article X, Paragraph d, and subject to the provisions of Article XVI herein, this agreement may be terminated, so far as concerns further granting of Joint Use by either party, on or after the first day of January, 1973, upon sixty (60) days notice in writing to the other party, provided that if not so terminated it shall continue in force thereafter until terminated by either party at any time upon sixty (60) days notice in writing to the other party as aforesaid, and provided further that notwithstanding such termination this agreement shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination.

ARTICLE XIX

CANCELLATION OF PREVIOUS AGREEMENTS

The following pole attachment permits and agreements shall be and the same hereby are cancelled and terminated effective as of the date hereof except as to any obligation and liability theretofore incurred thereunder:

WIRE ATTACHMENT PERMIT [illegible]-1A dated April 1, 19[illegible] from Metropolitan Edison Company to Hershey Estates, trading and doing business as Hershey Bell Telephone, predecessor in interest to Telephone.

WIRE ATTACHMENT PERMIT [illegible]-1 dated August 15, 19[illegible] from Hershey Estates, trading and doing business as Hershey Bell Telephone, predecessor in interest to Telephone, to Metropolitan Edison Company.

Any and all other WIRE ATTACHMENT PERMITS by and between the parties hereto, or their respective predecessors in interest, not hereinabove set forth.

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ARTICLE XX

STATUS OF EXISTING ATTACHMENTS

All presently existing attachments which were being maintained by virtue of any agreement cancelled by Article XIX hereof shall be deemed henceforth to be existing pursuant to this agreement and shall be and remain subject to all of the terms, provisions and conditions hereof.

****

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, on the day and year first written herein.

METROPOLITAN EDISON COMPANY

By [signature]
Vice President

Attest:

[signature]
Secretary

APPROVED AS TO FORM [initials]

CONTINENTAL TELEPHONE COMPANY OF PENNSYLVANIA

By [signature: Harold J. Marshall]
V. President

Attest:

[signature]
Asst Secretary

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AMENDMENT

WHEREAS, METROPOLITAN EDISON COMPANY (Met-Ed) and CONTINENTAL TELEPHONE COMPANY OF PENNSYLVANIA (Telephone) both being Pennsylvania corporations, entered into a certain Agreement (Agreement) dated March 17, 1972, effective January 1, 1972, providing for joint use of certain poles; and

WHEREAS, the parties hereto desire to supplement and amend the Agreement as hereinafter more fully set forth;

NOW, THEREFORE, in consideration of these presents, the parties hereto for themselves and their respective successors and assigns, hereby agree to amend and supplement the Agreement as hereinafter set forth, effective as of January 1, 1974, to wit:

1. Delete Article X of the Agreement in its entirety and substitute therefor a new Article X which reads as follows:

Article X - Attachment Fees - Compensation

It is agreed by parties that no attachment fee, as such, will be paid by either party to the other and in lieu thereof just compensation shall be made in accordance with the following:

(A) The ratio of ownership of the total number of joint use poles shall be considered balanced when the ratio of pole ownership attained is 55% - Met-Ed and 45% - Telephone.
(B) The party owning less than its apportioned ratio of poles shall annually pay to the other the full agreed upon compensation for each pole it is deficient.
(C) The compensation per pole shall be the combined average of the parties' annual carrying charge per pole of their respective forty (40) foot poles as of January 1 of the then current calendar year; provided, however, in no event shall the compensation per pole be less than the hereinafter designated percentum of either party's said annual carrying charge per pole, said percentum being as follows: 1974 - 85%, 1975 - 87.5%, 1976 and thereafter - 90%.
(D) Compensation payments shall be made on the last day of December each year based upon all Permits in effect on November 30 of such year.
(E) The effective date of each Permit or of the termination of a Permit shall be the date that such Permit or termination thereof was approved by Owner as shown thereon, provided Licensee shall have previously removed its attachments therefrom.

2. Add a new Article to the Agreement identified as Article XXI which shall read as follows:

Article XXI - Protection

(A) At those locations where Met-Ed has a multi-grounded neutral system with a continuous neutral either party may establish a bond between Met-

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tical ground and Telephone's aerial cable messenger. At those locations where no vertical ground wire exists on a pole a bond wire of sufficient length to reach Met-Ed's multi-grounded neutral may be installed.

(B) The party requiring the bond at any location shall provide, or pay the other party for, all necessary materials to be used in constructing such bond. Title to such materials shall vest in the requiring party. Either party may make all necessary connections at those locations where Met-Ed has an existing vertical ground as aforesaid. At those locations where no such vertical ground exists Telephone shall make its connection first and shall properly and safely secure all wires, conductors and materials during the interim pending Met-Ed's connection to its facilities.

(C) All bonds which may be currently existing shall be subject to the provisions of this Agreement and the same, as well as bonding hereafter performed under the permission herein granted, shall be done and maintained in accordance with the requirements of the current edition of the National Electrical Safety Code, as the same may be from time to time amended or revised, and any currently applicable rules or orders of the Pennsylvania Public Utility Commission when the minimum requirements of such rules or orders are in excess of the standard of construction required by said code or revisions thereof.

3. Amend the Index of the Agreement to the extent hereinafter set forth as follows:

(a) Revise Article X to read "Article X - Attachment Fees - Compensation"

(b) Add Article XXI to read "Article XXI - Protection"

Except as otherwise herein provided, Agreement shall in all other respects remain and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused these presents to be duly executed this 16th day of December, 1977.

METROPOLITAN EDISON COMPANY

Attest:

Assistant Secretary

By
Vice President

CONTINENTAL TELEPHONE COMPANY OF PENNSYLVANIA

Attest:

By
President

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Exhibit 4

February 5, 1969

PUBLIC VERSION

AGREEMENT

between

METROPOLITAN EDISON COMPANY

and

QUAKER STATE TELEPHONE COMPANY

Covering Joint Use of Poles

(Effective January 1, 1970)

VZ00228

November 24, 1969

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April 10, 1970

THIS AGREEMENT, made as of JAN 8 1971 by and between the Metropolitan Edison Company, a corporation of the Commonwealth of Pennsylvania, hereinafter called "Met-Ed", and

Quaker State Telephone Company

a corporation of the Commonwealth of Pennsylvania, hereinafter called "Telephone".

WITNESSETH:

WHEREAS, Met-Ed and Telephone desire to cooperate and establish joint use of their respective poles when and where joint use shall be of mutual advantage; and

WHEREAS, the conditions determining the necessity or desirability of joint use depend upon the service requirements to be met by both parties, including considerations of safety and economy, and each of them should be the judge of what the character of its circuits should be to meet its service requirements and as to whether or not these service requirements can be properly met by the joint use of poles.

NOW, THEREFORE, for and in consideration of the premises and the mutual covenants herein contained, Met-Ed hereby grants to Telephone permission to make attachments to Met-Ed poles as hereinafter provided, and Telephone hereby grants to Met-Ed permission to make attachments to Telephone poles as hereinafter provided, in each case to the extent the same may be lawfully given and subject to all Acts of Assembly and municipal ordinances and regulations now in force or hereinafter enacted and in each case subject nevertheless to the strict observance of each and all of the following, to wit:

ARTICLE I

SCOPE OF AGREEMENT

(a) This agreement shall be in effect in the areas in which both of the parties render service in the Commonwealth of Pennsylvania, and shall cover all poles of each of the parties now existing or hereafter erected in the above territory when said poles are brought hereunder in accordance with the procedure hereinafter provided.

(b) Each party reserves the right to exclude from joint use:

(1) Poles which in the Owner's judgment are necessary for its own sole use; and

(2) Poles which carry, or are intended by the Owner to carry, circuits of such character that in the Owner's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable; and

(3) Poles where in the Owner's judgment joint use would not prove economical; and

(4) Poles located on private property, which under the tarrifs of either company, are required to be provided by the customer.

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ARTICLE II

EXPLANATION OF TERMS

For the purpose of this agreement, the following terms shall have the following meanings:

OWNER is the party hereto holding title to and full ownership of a pole.

LICENSEE is the party hereto having the right under this agreement to use a pole belonging to the other party.

ATTACHMENTS means all wires, appliances, apparatus, fixtures, and appurtenances of every description now or hereafter used on poles by either party in its business.

RIGHT OF JOINT USE means the right to make joint use of poles subject to the payment of rental therefor, for the purpose of making attachments thereto, which right, when granted, shall not be revocable by the Owner, except as hereinafter provided.

A JOINT POLE means a pole which is tall enough to provide space for the respective parties as aforesaid and strong enough to meet the requirements of the specifications mentioned in Article III for the attachments ordinarily placed by both parties.

APPLICATION means a written request for the issuance of a Permit under the terms of this agreement.

PERMIT means an Application which has been accepted in writing.

ARTICLE III

SPECIFICATIONS

The joint use of the poles covered by this agreement shall at all times be in conformity with the National Electrical Safety Code, or in conformity with any modification thereof which may hereafter be agreed upon by the parties hereto. Any present or subsequent rules and/or regulations that may be issued by the Public Utility Commission of the Commonwealth of Pennsylvania shall supersede, for purposes of this agreement, the National Electrical Safety Code, or modification thereof, when the minimum construction required by such rules and/or regulations is in excess of the construction by said code or modification thereof.

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ARTICLE IV

APPORTIONMENT OF POLE OWNERSHIP

Subject to any necessary regulatory approval, each Company, if it so desires, will convey to the other, title to certain poles and anchor rods which it shall hereafter designate, so as to achieve a balance of ownership of jointly used poles of 55% Met-Ed and 45% Telephone. The consideration to be paid for initial transfer of poles and associated anchor rods shall be the negotiated unit prices representing the reasonable or equitable value of the poles and anchor rods at the time when such transfer of ownership will take place.

Subsequent conveyances may take place to attain the balance of ownership aforementioned or to maintain said balance when it varies more than 5% from that determined above. The considerations to be paid for such conveyances shall be negotiated unit prices representing the reasonable or equitable value of the poles and anchor rods at the time when such transfer of ownership will take place.

ARTICLE V

ESTABLISHING JOINT USE OF EXISTING POLES

(a) Whenever either party desires to make attachments on any pole owned by the other party, it shall make written application therefor, specifying the locations of the poles in question, and in the case of Telephone, the maximum height at which it wishes to attach or in the case of Met-Ed, the minimum height at which it wishes to attach. Within twenty (20) days after the receipt of such application, it shall be approved or disapproved by the Owner, except that if rearrangements or pole replacement are required to make the pole suitable for joint use and the Owner is otherwise willing to have the said pole so included, the Owner shall so notify the Licensee, and after the completion of such rearrangements or replacement shall within ten (10) days issue a permit to the Licensee.

(b) Whenever any jointly used pole or any pole about to be so used under the provisions of this agreement, is insufficient in height or strength for the existing attachments and for the proposed immediate additional attachments thereon, the Owner shall promptly replace such pole with a new pole of the necessary height and/or strength and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require and shall remove and retain the old pole, and Owner shall bear all of the expenses other than the Licensee expense, if any, for transferring its own facilities from the old to the new pole, except as provided for in Article IX.

(c) Each party shall place, transfer and rearrange its own attachments, including any tree trimming or cutting incidental thereto, Owner of pole shall place any anchor guy rod required for use of both parties of sufficient size and strength to hold guys of both parties, and shall own, place, and maintain such guy rods at its sole expense. Each party shall provide, at its sole expense, such other guys as each may require for its own separate use. Each party shall at all times perform such work promptly and in such manner as not to interfere with the service of the other party.

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ARTICLE VI

ESTABLISHING JOINT USE OF NEW POLES

(a) Whenever either party hereto requires new pole facilities under this agreement, either as an additional pole line, or an extension of an existing pole line, or in connection with the reconstruction of an existing pole line, and such pole facilities are not to be excluded from joint use under the provisions of Article I, it shall promptly notify the other party to that effect, showing the proposed location and character of the new poles and the character of circuits it desires to use thereon. Within a reasonable length of time after the receipt of such notification, it shall be approved or disapproved by the other party.

(b) Each party shall place its own attachments on the new joint poles, and do any tree trimming or cutting incidental thereto, and shall perform such work promptly and in such manner as not to interfere with the service of the other party. Owner of pole shall place any anchor guy rod required for use of both parties of sufficient size and strength to hold guys of both parties and shall own, place and maintain such guy rods at its sole expense. Each party shall provide at its sole expense such other guys as each may require for its own separate use. Each party shall at all times perform such work promptly and in such manner as not to interfere with the service of the other party.

(c) Owner shall provide and maintain pole suitable for joint use at its sole expense, except as provided for in Article IX.

ARTICLE VII

RIGHTS-OF-WAY

Each party will obtain its own necessary rights-of-way from the property owners, municipalities, or others.

ARTICLE VIII

MAINTENANCE OF POLES AND ATTACHMENTS

(a) The Owner shall maintain its joint poles in a safe and serviceable condition and in accordance with the specifications mentioned in Article III and shall replace such of said poles as become defective.

(b) When replacing a jointly used pole carrying terminals of aerial cable, underground connections, or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied unless special conditions made it necessary to set it in a different location.

(c) Whenever it is necessary to replace or to change the location of a jointly used pole, the Owner shall before making such replacement or change in location give notice thereof in writing (except in case of emergency,

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when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation. Licensee shall notify Owner in writing of its acceptance of the location or shall request the Owner for an alternate location which will be mutually acceptable. The Licensee shall at the time so specified transfer its attachments to the pole at the new location.

(d) Except as otherwise provided in Section (e) of this Article, each party shall at all times maintain all of its attachments, including guy wires, and any necessary tree trimming or cutting incidental thereto, in accordance with the specifications mentioned in Article III and shall keep them in safe condition and thorough repair.

(e) Any existing joint use construction of the parties, which is subject to the provisions of this agreement and which does not conform to the requirements of Article III hereof, shall be brought into conformity therewith in the most practical and economical manner as attachments thereon are rearranged or renewed, or as the poles are relocated or renewed, provided, however, that neither party shall be required to rearrange any cable installed prior to the date of this agreement. When such existing joint use construction shall have been brought into conformity with said Article III, it shall at all times thereafter be maintained in accordance with Sections (a) and (d) of this Article.

(f) The cost of maintaining poles and attachments and of bringing existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in Articles V, VI, and IX.

ARTICLE IX

BILLING OF COSTS

(a) In cases where the construction of a new pole line or the extension of an existing pole line is contemplated by either party and there is a possibility that the poles might be used jointly, the Owner shall so advise the other party and make inquiry as to whether it desires to attach to the poles being installed. If, after the other party has declined and the Owner has installed poles suitable only for its own use, the other party, within three years from the date of the inquiry, decides that it desires to attach to the poles, then the Owner will provide poles suitable for joint use and the other party will reimburse the Owner for any non-betterment costs involved in so doing. Conversely, should the other party accept, and the Owner installs poles suitable for joint use, the other party will submit applications for attachments within one year of the completion of the installation. In the event such party fails to make application within such one-year period, it shall reimburse the Owner for any such non-betterment costs as aforesaid.

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(b) Should the Owner, when requested by Licensee to replace poles with larger or different poles, find that such replacement will become an excessive operating or financial burden upon it, such Owner may request Licensee to take over the replacement thereof and, upon mutual agreement, Licensee may replace such poles with poles then suitable for joint use and shall be, and continue as, the Owner thereof under the terms of this agreement.

ARTICLE X

RENTALS

The rental rates heretofore established effective as of January 1, 19 68 shall continue and remain in effect under this agreement and shall be applied in accordance with the provisions hereinafter set forth;

(a) Where the ownership of the pole is vested in Telephone, Met-Ed will pay to Telephone for the first year or fraction thereof, and each subsequent full year, for the use of each and every pole any portion of which is occupied by, or on which the right of joint use is specifically provided at Met-Ed's request in writing for the attachments of Met-Ed, the sum of Six Dollars and Sixty Cents ($6.60) per pole.

(b) Where the ownership of the pole is vested in Met-Ed, Telephone will pay to Met-Ed for the first year or fraction thereof, and each subsequent full year, for the use of each and every pole any portion of which is occupied by, or on which the right of joint use is specifically provided at Telephone's request in writing for the attachments of Telephone, the sum of Five Dollars and Forty Cents ($5.40) per pole.

(c) The annual carrying charge of a joint use pole (presently $12.00) and apportioned as rent (45% - $5.40 Telephone and 55% - $6.60 Met-Ed) shall be reviewed for possible adjustment at least every five (5) years. Adjustment may be made upon mutual agreement in writing by the parties hereto and the rentals to be paid hereunder shall thereafter be in the adjusted amount agreed upon.

(d) Rental Payments hereunder shall be payable on the last day of December each year during the continuance of this agreement for the year ending November 30 and shall be based upon a written statement to be submitted by each party hereto to the other on or before the 15th day of December, giving the number of poles on which space is occupied by or is provided for, the attachments of the other party. The first payment of rental hereunder shall be made as of the 31st day of December, 1970.

(e) The effective rental date of each Permit shall be the date that such Permit was approved by the Owner as shown thereon.

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PUBLIC VERSION

ARTICLE XI

PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property attached to said jointly used poles, and the taxes and the assessments which are levied on said joint poles shall be paid by the Owner thereof, except where municipal authorities levy assessments for joint occupancy in which case each party shall pay his own tax.

ARTICLE XII

LIABILITY AND DAMAGES

Whenever any liability is incurred by either or both of the parties hereto for damages for injuries to the employees or for injury to the property of either party, or for injuries to other persons or their property, arising out of the joint use of poles under this agreement, or due to the proximity of the wires and fixtures of the parties hereto attached to the jointly used poles covered by this agreement, the liability for such damages, as between the parties hereto, shall be as follows:

(a) Each party shall be liable for all damages for such injuries to persons or property caused solely by its negligence or solely by its failure to comply at any time with the specifications herein provided for; provided that construction temporarily exempted from the application of said specifications under the provisions of Section (e) of Article VIII shall not be deemed to be in violation of said specifications during the period of such exemption.

(b) Each party shall be liable for all damages for such injuries to its own employees or its own property as are caused by the negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of either party.

(c) Each party shall be liable for one-half ($\frac{1}{2}$) of all damages for such injuries to persons other than employees of either party, and for one-half ($\frac{1}{2}$) of all damages for such injuries to property not belonging to either party that are caused by the negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of either party.

(d) Where, on account of injuries of the character described in the preceding paragraphs of this Article, either party hereto shall make any payments to injured employees or to their relatives or representatives in conformity with (1) the provision 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 and in the course of the employment, whether based on negligence on 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 the preceding paragraphs numbered (a) and (b) and shall be paid by the parties hereto accordingly.

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(e) All claims for damages arising hereunder that are asserted against or affect both parties hereto shall be dealt with by the parties hereto jointly; provided, however, that in any case under the provisions of paragraph (c) of this Article 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 ($\frac{1}{2}$) of the expense which such settlement would involve, and thereupon said other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim.

(f) In the adjustment between the parties hereto of any claim for damages arising hereunder, the liability assumed hereunder, by the parties shall include, in addition to the amounts paid to the claimant, all expenses incurred by the parties in connection therewith, which shall comprise costs, attorneys' fees, disbursements and other proper charges and expenditures.

ARTICLE XIII

EXISTING RIGHTS OF OTHER PARTIES

Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Owner, by contract or otherwise, on third parties to use any poles covered by this agreement; and Owner shall have the right to continue and extend such rights or privileges. The permission herein granted shall at all times be subject to such existing contracts and arrangements and to extensions and renewals thereof.

ARTICLE XIV

ASSIGNMENT OF RIGHTS

Except as otherwise provided in the 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, nor shall such written consent be required, to mortgage any or all of its property, rights, privileges, and franchises, or to enter into any lease or transfer of all of them to another corporation organized for the purpose of conducting 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 of consolidation, its rights and obligations hereunder shall pass to, and be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging, or consolidating company, as the case may be.

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ARTICLE XV

ABANDONMENT OF JOINTLY USED POLES

(a) The Licensee may at any time abandon the use of a jointly used pole by removing its attachments therefrom and by giving notice of said action to the Owner. Licensee shall not be responsible for any detriments, damages, losses, liabilities, claims, demands, suits, costs, or expenses of any kind or description arising solely from conditions or actions existing or occurring after receipt of such notice and pertaining to the presence, maintenance, operation, or removal of such pole or the facilities thereon; provided, however, that liabilities incurred prior to said notice shall not be affected thereby.

(b) The Owner may at any time abandon the use of a jointly used pole by removing its facilities therefrom and giving the Licensee thirty (30) days notice thereof, in duplicate, on a form which shall be filled in so as to tender the transfer of title to Licensee. If Licensee shall not within said thirty (30) days have notified Owner of its intention also to abandon said joint pole, all the rights and liabilities of Owner in and to said joint pole shall be vested absolutely in Licensee, and Licensee shall thereafter save Owner harmless from all detriments, damages, losses, liabilities, claims, demands, suits, costs and expenses of every kind and description arising solely from any conditions or actions existing or occurring after the expiration of such notice period and pertaining to the presence, maintenance, operation, or removal of such pole or the facilities thereon; provided, however, that liabilities incurred prior to said expiration shall not be affected thereby. If Licensee shall have notified Owner of its intention also to abandon said pole but shall nevertheless have failed to remove its attachments therefrom within thirty (30) days from the date of its notice of intention to abandon, all the rights and liabilities of the Owner shall pass to Licensee at the end of such second thirty (30) day period as if no declaration of intent had ever been made by Licensee. If Licensee shall notify Owner of its intention also to abandon said joint pole and shall remove its facilities therefrom within the time set forth herein, all the rights and liabilities of the Owner to said pole shall remain as theretofore.

(c) If Licensee elects to continue to use said jointly used pole after Owner has removed its facilities therefrom, Licensee shall pay to Owner such equitable sum for said pole as may be agreed upon by the parties, but failure to agree upon the amount of said payment shall not in any way affect the time of the change in the rights and liabilities of the parties to said pole.

ARTICLE XVI

DEFAULTS

If either party shall make default in any of its obligations under this contract and such default continues sixty (60) days after notice thereof in writing from the other party, the other party hereunder may, at its option, forthwith terminate this agreement as far as concerns future granting of joint use, or may remove, at the expense of the defaulting party, the attachments as

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to which such default exists, or both. Such removal or termination shall not be construed as a waiver of the right to enforce collection of any sums already due.

ARTICLE XVII

WAIVER OF TERMS OR CONDITIONS

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

ARTICLE XVIII

TERM OF AGREEMENT

This agreement shall be effective as of January 1, 1970, except as to the first payment of rental hereunder as prescribed in Article X, Paragraph d, and subject to the provisions of Article XVI herein, this agreement may be terminated, so far as concerns further granting of Joint Use by either party, on or after the first day of January, 1972 , upon sixty (60) days notice in writing to the other party, provided that if not so terminated it shall continue in force thereafter until terminated by either party at any time upon sixty (60) days notice in writing to the other party as aforesaid, and provided further that notwithstanding such termination this agreement shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination.

ARTICLE XIX

CANCELLATION OF PREVIOUS AGREEMENTS

The following pole attachment permits and agreements shall be and the same hereby are cancelled and terminated effective as of the date hereof except as to any obligation and liability theretofore incurred thereunder:

WIRE ATTACHMENT PERMIT ME-LT-1 dated December 9, 1946 from Metropolitan Edison Company to Lycoming Telephone Company, predecessor in interest to Telephone.

WIRE ATTACHMENT PERMIT LT-ME-1 dated December 9, 1946 from Lycoming Telephone Company, predecessor in interest to Telephone, to Metropolitan Edison Company.

Any and all other WIRE ATTACHMENT PERMITS by and between the parties hereto, or their respective predecessors in interest, not hereinabove set forth.

ARTICLE XX

STATUS OF EXISTING ATTACHMENTS

All presently existing attachments which were being maintained by virtue of any agreement cancelled by Article XIX hereof shall be deemed henceforth to be existing pursuant to this agreement and shall be and remain subject to all of the terms, provisions and conditions hereof.

****

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, on the day and year first written herein.

METROPOLITAN EDISON COMPANY

APPROVED AS TO FORM

By F. J. Smith
Vice President

Attest:

Secretary

QUAKER STATE TELEPHONE COMPANY

By Harold J. Marshall
Vice President

Attest:

C. A. Umbenhauer, Jr.
Asst. Secretary

Exhibit 5

PUBLIC VERSION

AGREEMENT

between

METROPOLITAN EDISON COMPANY

AND

YORK TELEPHONE & TELEGRAPH COMPANY

Covering Joint Use of Poles

(Effective January 1, 1967)

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PUBLIC VERSION

AGREEMENT

between

METROPOLITAN EDISON COMPANY

and

YORK TELEPHONE & TELEGRAPH COMPANY

Covering Joint Use of Poles

(Effective January 1, 1967)

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*) SEE AMENDMENT 1-1-74

THIS AGREEMENT, made as of January 1, 1967, by and between the Metropolitan Edison Company, a corporation of the Commonwealth of Pennsylvania, hereinafter called "Met-Ed," and York Telephone & Telegraph Company, a corporation of the Commonwealth of Pennsylvania, hereinafter called "Telephone."

WITNESSETH:

WHEREAS, Met-Ed and Telephone desire to cooperate and establish joint use of their respective poles when and where joint use shall be of mutual advantage; and

WHEREAS, the conditions determining the necessity or desirability of joint use depend upon the service requirements to be met by both parties, including considerations of safety and economy, and each of them should be the judge of what the character of its circuits should be to meet its service requirements and as to whether or not these service requirements can be properly met by the joint use of poles.

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

ARTICLE I

SCOPE OF AGREEMENT

(a) This agreement shall be in effect in the areas in which both of the parties render service in the Commonwealth of Pennsylvania, and shall cover all poles of each of the parties now existing or hereafter erected in the above territory when said poles are brought hereunder in accordance with the procedure hereinafter provided.

(b) Each party reserves the right to exclude from joint use:

(1) Poles which in the Owner's judgment are necessary for its own sole use; and

(2) Poles which carry, or are intended by the Owner to carry, circuits of such character that in the Owner's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable; and

(3) Poles where in the Owner's judgment joint use would not prove economical; and

(4) Poles located on private property, which under the tariffs of either company, are required to be provided by the customer.

ARTICLE II

EXPLANATION OF TERMS

For the purpose of this agreement, the following terms shall have the following meanings:

OWNER is the party hereto holding title to and full ownership of a pole.

LICENSEE is the party hereto having the right under this agreement to use a pole belonging to the other party.

ATTACHMENTS means all wires, appliances, apparatus, fixtures, and appurtenances of every description now or hereafter used on poles by either party in its business.

RIGHT OF JOINT USE means the rights to make joint use of poles subject to the payment of rental therefor, for the purpose of making attachments thereto, which right, when granted, shall not be revocable by the Owner.

A JOINT POLE means a pole which is tall enough to provide space for the respective parties as aforesaid and strong enough to meet the requirements of the specifications mentioned in Article III for the attachments ordinarily placed by both parties.

APPLICATION means a written request for the issuance of a Permit under the terms of this agreement.

PERMIT means an Application which has been accepted in writing.

ARTICLE III

SPECIFICATIONS

The joint use of the poles covered by this agreement shall at all times be in conformity with the National Electrical Safety Code, or in conformity with any modification thereof which may hereafter be agreed upon by the parties hereto. Any present or subsequent rules and/or regulations that may be issued by the Public Utility Commission of the Commonwealth of Pennsylvania shall supersede the National Electrical Safety Code, or modification thereof, when the minimum construction required by such rules and/or regulations is in excess of the construction required by said code or modification thereof.

ARTICLE IV

ESTABLISHING JOINT USE OF EXISTING POLES

(a) Whenever either party desires to make attachments on any pole owned by the other party, it shall make written application therefor, specifying the locations of the poles in question, and in the case of Telephone, the maximum

height at which it wishes to attach or in the case of Met-Ed, the minimum height at which it wishes to attach Within ten (10) days after the receipt of such application, it shall be approved or disapproved by the Owner, except that if rearrangements or pole replacement are required to make the pole suitable for joint use and the Owner is otherwise willing to have the said pole so included, the Owner shall so notify the Licensee, and after the completion of such rearrangements or replacement shall within ten (10) days issue a permit to the Licensee.

(b) Whenever any jointly used pole or any pole about to be so used under the provisions of this agreement, is insufficient in height or strength for the existing attachments and for the proposed immediate additional attachments thereon, the Owner shall promptly replace such pole with a new pole of the necessary height and/or strength and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require and shall remove and retain the old pole, and Owner shall bear all of the expenses other than the Licensee expense, if any, for transferring its own facilities from the old to the new pole, except as provided for in Article VIII.

(c) Each party shall place, transfer and rearrange its own attachments, including any tree trimming or cutting incidental thereto, Owner of pole shall place any anchor guy rod required for use of both parties of sufficient size and strength to hold guys of both parties, and shall own, place, and maintain such guy rods at its sole expense. Each party shall provide, at its sole expense, such other guys as each may require for its own separate use. Each party shall at all times perform such work promptly and in such manner as not to interfere with the service of the other party.

ARTICLE V

ESTABLISHING JOINT USE OF NEW POLES

(a) Whenever either party hereto requires new pole facilities within the territory covered by this agreement, either as an additional pole line, or an extension of an existing pole line, or in connection with the reconstruction of an existing pole line, and such pole facilities are not to be excluded from joint use under the provisions of Article I, it shall promptly notify the other party to that effect, showing the proposed location and character of the new poles and the character of circuits it desires to use thereon. Within a reasonable length of time after the receipt of such notification, it shall be approved or disapproved by the other party.

(b) Each party shall place its own attachments on the new joint poles, and do any tree trimming or cutting incidental thereto, and shall perform such work promptly and in such manner as not to interfere with the service of the other party. Owner of pole shall place any anchor guy rod required for use of both parties of sufficient size and strength to hold guys of both parties and shall own, place and maintain such guy rods at its sole expense. Each party shall provide at its sole expense such other guys as each may require for its own separate use. Each party shall at all times perform such work promptly and in such manner as not to interfere with the service of the other party.

(c) Owner shall provide and maintain pole suitable for joint use at its sole expense, except as provided for in Article VIII.

ARTICLE VI

RIGHTS-OF-WAY

Each party will obtain its own necessary rights-of-way from the property owners, municipalities, or others.

ARTICLE VII

MAINTENANCE OF POLES AND ATTACHMENTS

(a) The Owner shall maintain its joint poles in a safe and serviceable condition and in accordance with the specifications mentioned in Article III and shall replace such of said poles as become defective.

(b) When replacing a jointly used pole carrying terminals of aerial cable, underground connections, or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied unless special conditions make it necessary to set it in a different location.

(c) Whenever it is necessary to replace or to change the location of a jointly used pole, the Owner shall before making such replacement or change in location give notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation. Licensee shall notify Owner in writing of its acceptance of the location or shall request the Owner for an alternate location which will be mutually acceptable. The Licensee shall at the time so specified transfer its attachments to the pole at the new location.

(d) Except as otherwise provided in Section (e) of this Article, each party shall at all times maintain all of its attachments, including guy wires, and any necessary tree trimming or cutting incidental thereto, in accordance with the specifications mentioned in Article III and shall keep them in safe condition and thorough repair provided, however, that neither party shall be required to rearrange any cable installed prior to the date of this agreement.

(e) Any existing joint use construction of the parties, which is subject to the provisions of this agreement and which does not conform to the requirements of Article III hereof, shall be brought into conformity therewith in the most practical and economical manner as attachments thereon are rearranged or renewed, or as the poles are relocated or renewed, provided, however, that neither party shall be required to rearrange any cable installed prior to the date of this agreement. When such existing joint use construction shall have been brought into conformity with said Article III, it shall at all times thereafter be maintained in accordance with sections (a) and (d) of this Article.

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(f) The cost of maintaining poles and attachments and of bringing existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in Articles IV, V and VIII.

ARTICLE VIII

BILLING OF COSTS

(a) In cases where the construction of a new pole line or the extension of an existing pole line is contemplated by either party and there is a possibility that the poles might be used jointly, the Owner shall so advise the other party and make inquiry as to whether it desires to attach to the poles being installed. If, after the other party has declined and the Owner has installed poles suitable only for its own use, the other party, within three years from the date of the inquiry, decides that it desires to attach to the poles, then the Owner will provide poles suitable for joint use and the other party will reimburse the Owner for any non-betterment costs involved in so doing. Conversely, should the other party accept, and the Owner installs poles suitable for joint use, the other party will submit applications for attachments within one year of the completion of the installation. In the event such party fails to make application within such one-year period, it shall reimburse the Owner for any such non-betterment costs as aforesaid.

(b) Should the Owner, when requested by Licensee to replace poles with larger or different poles, find that such replacement will become an excessive operating or financial burden upon it, such Owner may request Licensee to take over the replacement thereof and, upon mutual agreement, Licensee may replace such poles with poles then suitable for joint use and shall be, and continue as, the Owner thereof under the terms of this agreement.

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ARTICLE IX

RENTALS

(a) Where the ownership of the pole is vested in Telephone, Met-Ed will pay to Telephone for the first year or fraction thereof, and each subsequent full year, for the use of each and every pole any portion of which is occupied by, or on which the right of joint use is specifically provided at Met-Ed's request in writing for the attachments of Met-Ed, excepting non-rental attachments as referred to in Article X, the sum of Six Dollars and Sixty Cents ($6.60) per pole.

(b) Whe[illegible] the ownership of the pole is vested in Met-Ed, Telephone will pay to Met-Ed for th[illegible] year or fraction thereof, and each subsequent full year, for the use of each [illegible] portion of which is occupied by, or on which the right of joint use [illegible]cally provided at Telephone's request in writing for the attachments of Telep[illegible] excepting non-rental attachments as referred to in Article X, the sum of Five [illegible]llars and [illegible] Cents ($5.40) per pole.

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(c) The annual carrying charge of a joint use pole (presently $12.00) and apportioned as rent (45% - $5.40 Telephone and 55% - $6.60 Met-Ed) shall be reviewed for possible adjustment at least every five (5) years. Adjustment may be made upon mutual agreement in writing by the parties hereto and will be then understood to be within the scope of this agreement.

(d) Rental payments hereunder shall be payable on the last day of December each year during the continuance of this agreement for the year ending November 30 and shall be based upon a written statement to be submitted by each party hereto to the other on or before the 15th day of December, giving the number of poles on which space is occupied by or is provided for, the attachments of the other party.

(e) The effective rental date of each Permit shall be the date that such Permit was approved by the Owner as shown thereon.

SEE AMENDMENT 1-1-74

ARTICLE X

NON-RENTAL ATTACHMENTS

Poles used only for clearance or guying purposes shall be considered to be within the scope of this agreement but no rental shall be charged therefor. A pole shall be considered as used for clearance purposes if it is one which would not have been required or set by the attaching company had Owner's line been in a different location.

ARTICLE XI

PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property attached to said jointly used poles, and the taxes and the assessments which are levied on said joint poles shall be paid by the Owner thereof, except where municipal authorities levy assessments for joint occupancy in which case each party shall pay his own tax.

ARTICLE XII

LIABILITY AND DAMAGES

Whenever any liability is incurred by either or both of the parties hereto for damages for injuries to the employees or for injury to the property of either party, or for injuries to other persons or their property, arising out of the joint use of poles under this agreement, or due to the proximity of the wires and fixtures of the parties hereto attached to the jointly used poles covered by this agreement, the liability for such damages, as between the parties hereto, shall be as follows:

PUBLIC VERSION

(a) Each party shall be liable for all damages for such injuries to persons or property caused solely by its negligence or solely by its failure to comply at any time with the specifications herein provided for; provided that construction temporarily exempted from the application of said specifications under the provisions of Section (e) of Article VII shall not be deemed to be in violation of said specifications during the period of such exemption.

(b) Each party shall be liable for all damages for such injuries to its own employees or its own property as are caused by the negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of either party.

(c) Each party shall be liable for one-half (½) of all damages for such injuries to persons other than employees of either party, and for one-half (½) of all damages for such injuries to property not belonging to either party that are caused by the negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of either party.

(d) Where, on account of injuries of the character described in the preceding paragraphs of this Article, either party hereto shall make any payments to injured employees or to their relatives or representatives in conformity with (1) the provision 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 and in the course of the employment, whether based on negligence on 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 the preceding paragraphs numbered (a) and (b) and shall be paid by the parties hereto accordingly.

(e) All claims for damages arising hereunder that are asserted against or affect both parties hereto shall be dealt with by the parties hereto jointly; provided, however, that in any case under the provisions of paragraph (c) of this Article 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 (½) of the expense which such settlement would involve, and thereupon said other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim.

(f) In the adjustment between the parties hereto of any claim for damages arising hereunder, the liability assumed hereunder, by the parties shall include, in addition to the amounts paid to the claimant, all expenses incurred by the parties in connection therewith, which shall comprise costs, attorneys' fees, disbursements and other proper charges and expenditures.

ARTICLE XIII

EXISTING RIGHTS OF OTHER PARTIES

Nothing herein contained shall be construed as affecting the rights or privileges previously conferred by Owner, by contract or otherwise, on third parties to use any poles covered by this permit; and Owner shall have

the right to continue and extend such rights or privileges. The permission herein granted shall at all times be subject to such existing contracts and arrangements and to extensions and renewals thereof.

ARTICLE XIV

ASSIGNMENT OF RIGHTS

Except as otherwise provided in the 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, nor shall such written consent be required, to mortgage any or all of its property, rights, privileges, and franchises, or to enter into any lease or transfer of all of them to another corporation organized for the purpose of conducting 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 be acquired and assumed by, the purchaser on foreclosure, the transferee, lessee, assignee, merging, or consolidating company, as the case may be.

ARTICLE XV

ABANDONMENT OF JOINTLY USED POLES

(a) The Licensee may at any time abandon the use of a jointly used pole by removing its attachments therefrom and by giving notice of said action to the Owner. Licensee shall not be responsible for any detriments, damages, losses, liabilities, claims, demands, suits, costs, or expenses of any kind or description arising solely from conditions or actions existing or occurring after receipt of such notice and pertaining to the presence, maintenance, operation, or removal of such pole or the facilities thereon; provided, however, that liabilities incurred prior to said notice shall not be affected thereby.

(b) The Owner may at any time abandon the use of a jointly used pole by removing its facilities therefrom and giving the Licensee thirty (30) days notice thereof, in duplicate, on a form which shall be filled in so as to tender the transfer of title to Licensee. If Licensee shall not within said thirty (30) days have notified Owner of its intention also to abandon said joint pole, all the rights and liabilities of Owner in and to said joint pole shall be vested absolutely in Licensee, and Licensee shall thereafter save Owner harmless from all detriments, damages, losses, liabilities, claims, demands, suits, costs and expenses of every kind and description arising solely from any conditions or actions existing or occurring after the expiration of such notice period and pertaining to the presence, maintenance, operation, or removal of such pole or the facilities thereon; provided, however, that liabilities incurred prior to said expiration shall not be affected thereby.

If Licensee shall have notified Owner of its intention also to abandon said pole but shall nevertheless have failed to remove its attachments therefrom within thirty (30) days from the date of its notice of intention to abandon, all the rights and liabilities of the Owner shall pass to Licensee at the end of such second thirty (30) day period as if no declaration of intent had ever been made by Licensee. If Licensee shall notify Owner of its intention also to abandon said joint pole and shall remove its facilities therefrom within the time set forth herein, all the rights and liabilities of the Owner to said pole shall remain as theretofore.

(c) If Licensee elects to continue to use said jointly used pole after Owner has removed its facilities therefrom, Licensee shall pay to Owner such equitable sum for said pole as may be agreed upon by the parties, but failure to agree upon the amount of said payment shall not in any way affect the time of the change in the rights and liabilities of the parties to said pole.

ARTICLE XVI

DEFAULTS

If either party shall make default in any of its obligations under this contract and such default continued sixty (60) days after notice thereof in writing from the other party, the other party hereunder may, at its option, forthwith terminate this agreement as far as concerns future granting of joint use, or may remove, at the expense of the defaulting party, the attachments as to which such default exists, or both. Such removal or termination shall not be construed as a waiver of the right to enforce collection of any sums already due.

ARTICLE XVII

WAIVER OF TERMS OR CONDITIONS

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

ARTICLE XVIII

TERM OF AGREEMENT

This agreement shall be effective as of January 1, 1967, and subject to the provisions of Article XVI herein, this agreement may be terminated, so far as concerns further granting of Joint Use by either party, on or after the first day of January, 1968, upon sixty (60) days notice in writing to the other party, provided that if not so terminated it shall continue in force thereafter until terminated by either party at any time upon sixty (60) days notice in writing to the other party as aforesaid, and provided further that notwith-

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standing such termination this agreement shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination.

ARTICLE XIX

GUIDE TO PRACTICE

To establish uniform practices and procedures applying to the joint use of poles under the terms of this agreement, it is understood that both parties to this agreement will collaborate in preparing a "Guide to Practice" manual which will interpret the terms of the agreement and working practices to be followed and will prescribe the forms to be used. It is understood that no terms or conditions of this agreement will be altered by the Guide to Practice and, furthermore, that any interpretations resulting from this Guide to Practice may be changed at any time by mutual consent.

ARTICLE XX

CANCELLATION OF PREVIOUS AGREEMENTS

The following pole attachment permits and agreements shall be and the same hereby are cancelled and terminated:

1. Attachment Permit No. ME-YT-1 dated September 18, 1942 from Metropolitan Edison Company to York Telephone and Telegraph Company.
2. Attachment Permit No. YT-ME-1 dated September 18, 1942 from York Telephone and Telegraph Company to Metropolitan Edison Company.
3. Attachment Permit No. ME-YET-1 dated May 28, 1954 from Metropolitan Edison Company to York Eastern Telephone Company.
4. Attachment Permit No. YET-ME-1 dated May 28, 1954 from York Eastern Telephone Company to Metropolitan Edison Company.
5. Any and all other pole attachment permits, licenses or agreements by and between the parties hereto, or their respective predecessors in interest, not hereinabove set forth.

ARTICLE XXI

TRANSFER OF OUTSTANDING PERMITS

All pole permits heretofore issued and now outstanding under any and all agreements cancelled by Article XX hereof shall be deemed to have been reissued pursuant to this agreement and shall be and remain subject to all of the terms, provisions and conditions hereof.

SEE AMENDMENT 1-1-74 ARTICLE XXII

* * * * * * *

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, on the 22ND day of MAY 1967.

METROPOLITAN EDISON COMPANY

By ______________________
Vice President

Attest:

____
Secretary

YORK TELEPHONE & TELEGRAPH COMPANY

By ______________________
Operating Vice President

Attest:

____
ASSISTANT Secretary

GUIDE TO PRACTICE

In Connection With General Joint Use Agreement Between

Metropolitan Edison Company

and

York Telephone and Telegraph Company

Proposed Revisions 10/76

Dated: May 22, 1967
Effective: January 1, 1967

To establish uniform practices and procedures applying to joint use of poles under the terms of the General Joint Use Agreement, effective January 1, 1967, between the Metropolitan Edison Company (Met-Ed) and the York Telephone and Telegraph (Telephone), the following interpretation of the terms of the Agreement and working practices is herein set forth. It is understood that nothing herein contained shall alter or cancel any part or parts of this Agreement and, furthermore, that these interpretations may be changed at any time by mutual consent upon request of either party. Only those parts of the agreement needing interpretation are included herein; for all parts not included, refer to General Joint Use Agreement.

I INTERPRETATION OF AGREEMENT

ARTICLE XV ABANDONMENT OF JOINTLY USED POLES

An equitable sum as stated in this Article shall be the depreciated value of a pole which is high enough for the Licensee's requirements based on the Licensor's current pole prices.

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I. GENERAL

A. JOINT FIELD REVIEW

From past experience, Joint Field Reviews of proposed construction and reconstruction of pole lines have been found indispensable in securing the proper application of provisions governing the joint use of such plant.

It is agreed that neither Company will underbuild or overbuild on separate parallel poles on the same side of the thoroughfare without having mutual consent.

B. UNAUTHORIZED ATTACHMENTS

It is agreed in order to insure the successful operation of this agreement that no unauthorized attachments on the part of either Company will be permitted. Exceptions will be made for emergency attachments; such as, services and others which cannot reasonably be covered jointly in the field before installing. Therefore, each Company will immediately initiate internal and inter-departmental routines to guarantee that the Owner is promptly notified when attachments are made.

C. NEUTRAL SPACE

The neutral space is provided for the protection of the workmen and plant of both parties. Therefore, it is important that both Companies cooperate fully in preventing attachments which encroach in this space.

D. IMPORTANT PRECAUTIONS

1. Adherence to Specifications

Past experience with joint use of poles indicates that there should be a stricter adherence to the specifications in regard to:

(a) Climbing space

(b) Position of ground wires

(c) Position of guy wires

(d) Position of insulation levels and guy insulators

(e) Congestion of drop-loops (services), especially on transformer poles

(f) Maintaining required clearances between services (drop-loops) of both Companies to and on customers' buildings.

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g) Special emphasis to separ... telephone service lines from electric compa..., ground leads

(h) Telephone service on high voltage poles

2. Grounding of Cable Messenger and Protector Grounds

(Refer to Amendment dated May 20, 1974 under Article titled "PROTECTION".)

3. Bonding and/or Grounding of Street Light Brackets

(Refer to Amendment dated May 20, 1974 under Article titled "PROTECTION".)

E. MISCELLANEOUS

1. Disposition of Poles to be Removed

In connection with the replacement or removal of a jointly used pole, where feasible, both Companies will arrange to cooperate in the transfer of facilities to the new pole so that Owner may remove the old pole without delay. It is the Owner's obligation to remove the old pole unless otherwise designated.

It is the duty of both parties to make certain that the other party's wires are neither touched nor disturbed.

2. Emergency Pole Replacement by Licensee

In emergency cases where Licensee discovers a hazardous pole condition requiring immediate attention, Licensee may proceed with the corrective work and bill owner. When time permits, the Owner's consent will first be secured. This practice is necessary in the interest of public safety.

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II. FORMS

A. JOINT USE FIELD NOTE FORM - EXHIBITS "A" & "B"

1. Use of Forms

(a) This form will be used to notify either party as Owner or Licensee of proposals and/or requests involving joint use and by the other party to reply thereto. It will serve as an application and permit.

(b) The preparation of this form shall be on a local office or district level and it will be used primarily between Metropolitan Edison and York Telephone and Telegraph Engineering offices. The preparation of this form is illustrated on attached specific examples. See Exhibits A & B.

2. Routing and Approval of Forms

Three (3) copies (more if required) will be prepared by Licensee.

YT&T CO. ROUTING	MET. ED. ROUTING
#1 Gentel Accounting	#1 Met. Ed. Accounting
#2 Met. Ed. District Engineering	#2 YT&T Division Engineering
#3 YT&T Division Engineering	#3 Met. Ed. District Engineering

NOTE: Number 2 and 3 copies to be forwarded to other Company's Engineering Office. Number 3 copy to be returned to originator to signify acceptance or rejection.

3. Numbering System

All Joint Use Field Note Forms will be identified by numbers. Field note numbers shall be assigned consecutively.

(a) Forms Originated by York Telephone and Telegraph Company

Each form number will be prefixed with the letter "Y" to identify the Telephone Company followed by the letter "M" to designate Met. Ed. Co.

(b) Forms Originated by Met. Ed. Co.

Each form number will be prefixed with the letter "M" to identify the Power Company followed by the letter "Y" to designate York Telephone and Telegraph Company.

4. Number of Poles on One Field Note

Not more than 22 poles shall be included on one Field Note. There shall be no delineation as to area, civil division or telephone exchange.

B. "NOTICE OF ABANDONMENT AND TRANSFER OF OWNERSHIP" FORM - EXHIBIT "C"

1. In view of the possible time required by Licensee to complete studies to determine whether ownership will be accepted or whether it will likewise be abandoned, the Owner's intention will be conveyed promptly to the Licensee.

2. Upon physical removal of all of its attachments, Owner will prepare "Notice of Abandonment of Joint Poles and Transfer of Ownership" form (Exhibit C) and forward it to Licensee, who will execute same and return it to Owner within the time limit of thirty (30) days as specified in Article XV (b) of the Agreement. The effective date will be thirty (30) calendar days or less after owner executed form.

3. Six (6) copies of this form will be prepared by Owner. Two (2) will be signed by the authorized agent and the signatures will be conformed on the remaining copies. Two (2) conformed copies and the two (2) signed copies will be forwarded to Licensee who will affix signature of proper authorized agent to the two (2) signed copies and return the original to Owner.

4. Should Telephone be Owner of the abandoned pole, Met-Ed may convey to Telephone title to one of its poles of equal size and age in exchange for the abandoned pole which Telephone will convey to Met-Ed. Ages within the steps listed in III-B-2 of this Guide shall be considered equal. Each company, as Owner, will prepare forms as in #3 above to accomplish the conveyances. Forms shall be cross referenced to each other.

5. All "Notice of Abandonment of Joint Poles and Transfer of Ownership" forms shall be identified by the same numbers assigned to the Field Notes.

C. PROCEDURE OF REPORTING ATTACHMENTS

1. A report must be made of all attachments made or space reserved by either party to poles of the other party.

(a) Completion of Joint Use Field Note

(1) Met-Ed Division District Code

A list of Met-Ed Districts is attached as Exhibit "D".

(2) Met-Ed Pole Number

List the Met-Ed number of the jointly used pole.

(3) Met-Ed Civil Division Code

Each Met-Ed District has been assigned a numerical code to identify the Civil Division in which the joint pole is located. A list of Met-Ed Civil Divisions and corresponding code numbers is attached as Exhibit "E".

(4) York T&T Company Pole Number

List the York T&T Company's number of the jointly used pole.

If the Telephone Company . c number ends with a fraction, the following codes will be used by Accounting when cards are punched:

Fraction	Code
1/4	3
1/2	5
3/4	7

(5) York Telephone and Telegraph Co. Exchange

List the Telephone Company Exchange area in which the jointly used pole is located. A list of Telephone Company Exchanges and corresponding code numbers is attached as Exhibit "F".

(6) Owner Status

The following codes will be used to designate the ownership and status of each pole jointly used:

Code	Owner	Status
1	Met. Ed.	New Rental Attachment
3	Met. Ed.	Remove Attachment
5	YT&T	New Rental Attachment
7	YT&T	Remove Attachment

(7) Enter the digit "2" on Column 37 to identify the Telephone Company

(8) Size

List the actual size of the jointly used pole.

(9) Year

List the year in which attachment was made to jointly used pole.

(10) Enter the Field Note number in Columns 42 to 53.

D. ACCOUNTING PROCEDURES

1. The Met. Ed. Company's Accounting Department will be responsible for preparing IBM cards for Owner Status Codes five (5) through eight (8). The Telephone Company's Accounting Department will prepare IBM cards for Owner Status Codes one (1) through four (4). The information Joint Use Field Note Forms will be used as the source data to prepare the IBM cards.

2. Each Accounting Department will prepare two decks of IBM cards monthly. One set of IBM cards will be forwarded to the other company's Accounting Department.

3. Each Accounting Department will prepare a pole "printout" every month and transmit it to their Engineering Department for verification. Any corrections necessary will be made on the Joint Use Field Note form.

4. On or about November 30 of each year, the companies will exchange pole listings to reconcile and validate the rentals due each company

III PURCHASING ABANDONED POLES

When poles, abandoned by Owner, are to be purchased by Licensee, the equitable sum to be paid Owner shall be determined by the following procedure.

A. DETERMINATION OF "IN PLACE" VALUE OF POLES

The life span of all poles shall be thirty (30)years. For purposes of reflecting the condition of poles (as related to condition new), the Owner shall determine the remaining life by year in which pole was installed, if available, or if not, by inspection on the ground, with procedure as outlined below and in accordance with percentages outlined below:

1. The pole shall be inspected jointly by representatives of both companies, in accordance with the standard procedure established for pole inspection by the company proposing to purchase the pole. The procedure should include:

(a) an appraisal of the effect of the defects observed
(b) an appraisal of the condition of the pole in relation to a new pole
(c) an estimate of the age of the pole, and
(d) the minimum size of pole required by the company proposing to purchase the pole.

2. All Kinds of Wood Poles

25 years or more remaining life - 100%
20 thru 24 years remaining life - 80%
15 thru 19 years remaining life - 60%
10 thru 14 years remaining life - 40%
6 thru 9 years remaining life - 20%
3 thru 5 years remaining life - 10%
Less than 3 years remaining life- 0%

B. PRICE SCHEDULES

For the purpose of simplification, it has been agreed to use price schedules based on the average experience of both parties under the conditions existing in the territory covered by the Agreement, and to keep such schedules as current as possible, revising them not oftener than once a year. Each party shall be responsible for its own prices. Current prices are listed below.

PRICE SCHEDULES - EFFECTIVE JANUARY 1, 1980

Size	York T & T Costs	Met-Ed Costs
25 ft.	$212.00	$406.00
30 ft.	245.00	383.00
35 ft.	290.00	444.00
40 ft.	320.00	505.00
45 ft.	387.00	562.00
50 ft.	432.00	660.00
55 ft.	482.00	759.00

C. EXAMPLE OF BILLING FOR PURCHASE OF POLE(S)

Owner proposes to abandon 35-foot pole which was installed 8 years ago. Licensee accepts ownership in accordance with Agreement.

Example:

When Licensee is York Telephone and Telegraph Company

$444.00 X 80% = $355.20

Bill York Telephone and Telegraph Co.

Example:

When Licensee is Metropolitan Edison Company

$290.00 X 80% = $232.00

Bill Metropolitan Edison Company

B. PRICE SCHEDULES

For the purpose of simplification, it has been agreed to use price schedules based on the average experience of both parties under the conditions existing in the territory covered by the Agreement, and to keep such schedules as current as possible, revising them not oftener than once a year. Each party shall be responsible for its own prices. Current prices are listed below.

PRICE SCHEDULES - EFFECTIVE JANUARY 1, 1976

Size	York T & T Costs	Met-Ed Costs
25 ft.	$142.00	$312.00
30 ft.	172.00	333.00
35 ft.	211.00	386.00
40 ft.	234.00	437.00
45 ft.	278.00	491.00
50 ft.	331.00	557.00
55 ft.	378.00	630.00

C. EXAMPLE OF BILLING FOR PURCHASE OF POLE(S)

Owner proposes to abandon 35-foot pole which was installed 8 years ago. Licensee accepts ownership in accordance with Agreement.

Example:

When Licensee is York Telephone and Telegraph Company

$386.00 X 80% = $308.80

Bill York Telephone and Telegraph Co.

Example:

When Licensee is Metropolitan Edison Company

$211.00 X 80% = $168.80

Bill Metropolitan Edison Company

EXPLANATION OF EXHIBIT "A"

Line #1

York Telephone and Telgraph desires to attach to existing 40-foot pole.

Lines #2 & #3

York Telephone and Telegraph requests that Met-Ed replace a 35-foot pole with a 40-foot pole. Line 2 will provide information on the pole to be removed. Line 3 will cover the information required for the new pole.

Lines #4 & #5

On some previous review, York Telephone and Telegraph made arrangements to rent a pole. However, it was discovered that an error had been made in the street number code. To correct this error, the attachment is removed on Line 4 and the correct information is listed on Line 5.

Line #7

York Telephone and Telegraph plans to remove its attachment.

EXPLANATION OF EXHIBIT "B"

Line #2

Met-Ed is requesting permission to attach to an existing 35-foot pole.

Lines #3 & #4

Met. Ed. requests that York Telephone and Telegraph replace a 35 foot pole with a 40 foot pole. Line 3 will provide information on the pole to be removed. Line 4 will cover the information required for the new pole.

Line #5

Met. Ed. is notifying York Telephone and Telegraph of plans to remove its attachment.

JOINT US FIELD NOTE

JAN 1 6 1976

Exhibi "

FIELD CHECKED: [x] YES [ ] NO
BY J. Smith — METROPOLITAN EDISON CO. — 5-26-68 DATE

SERVICE DATE

FIELD CHECKED: [x] YES [ ] NO
BY J. Doe — TELEPHONE COMPANY 37 — [2] -CODE — 5-27-68 DATE

FIELD NOTE NO. YM-1 (42 – 53)

	Met-Ed Division/District	Met-Ed Pole Number	Letter Suffix	Met-Ed Civil Division	Telephone Co. Pole Number: Line or Street No.	Telephone Co. Pole Number: Pole No.	Fraction Note 1	Suppl.	Telephone Company Exchange	Owner's Status Note 2	Pole Size	Effective Date	Met-Ed Order Number	Telephone Company Order Number		Correction Code
	1-2	3 – 12	12-14	15-17	18 – 23	24 – 28	29	30	31 – 35	36	38-39	40-41	51 – 63	64 – 69		80
1	41	8952	YO	227	S 83	104			200	1	40	68		156958		
2	41	5682	YO	227	L 10	560	7		200	3	35	68		156828		
3	41	5682	YO	227	L 10	560	7		200	1	40	68		156828		
4	45	5972	GR	242	S 85	907			260	3	40	68				
5	45	5972	GR	242	S 95	907			260	1	40	68				
7	45	8816	GR	242	S 94	702			260	3	35	68		156958		
8					[illegible]	[illegible]			200	5	35	68		[illegible]		
9																
10																
11																
12																
13																
14																
15																
16																
17																
18																
19																
20																

NOTE #1 - COLUMN 29 - FRACTION CODES

CODE	FRACTION
3	1/4
5	1/2

NOTE #2 - COLUMN 36 - OWNER STATUS CODES

CODE	OWNER	STATUS
1	Met-Ed	New Rental Attachment
3	Met-Ed	Remove Attachment
5	Telephone	New Rental Attachment
7	Telephone	Remove Attachment

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EXHIBIT "A"

JOINT US. FIELD NOTE

JAN 1 6 1976

FIELD CHECKED: [x] YES [ ] NO	SERVICE DATE	FIELD CHECKED: [ ] YES [ ] NO	FIELD NOTE NO.
BY J. Smith — METROPOLITAN EDISON CO. — 5-27-68 DATE		BY J. Doe — TELEPHONE COMPANY 37 — [2]-CODE — 5-29-68 DATE	MY-1 (42 … 53)

	MET-ED DIVISION/ DISTRICT	MET-ED POLE NUMBER	LETTER SUFFIX	MET-ED CIVIL DIVISION	TELEPHONE CO. POLE NUMBER: LINE OR STREET NO.	POLE NO.	FRACTION Note 1	SUPPL.	TELEPHONE COMPANY EXCHANGE	OWNER'S STATUS Note 2	POLE SIZE	EFFECTIVE DATE	MET-ED ORDER NUMBER	TELEPHONE COMPANY ORDER NUMBER		CORRECTION CODE
	1-2	3 … 12	13-14	15-17	18 … 23	24 … 28	29	30	31 … 35	36	38-39	40-41	54 … 63	64 … 69		80
2	41	9076	YO	227	S 65	190			200	5	35	68				
3	45	9740	GR	242	S 43	607			260	7	35	68				
4	45	9740	GR	242	S 43	607			260	5	40	68				
5	41	7651	YO	227	L 30	106			200	7	35	68				
7																
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19																
20																

NOTE #1 - COLUMN 29 - FRACTION CODES

CODE	FRACTION
3	1/4
6	1/2

NOTE #2 - COLUMN 36 - OWNER STATUS CODES

CODE	OWNER	STATUS
1	Met-Ed	New Rental Attachment
3	Met-Ed	Remove Attachment
5	Telephone	New Rental Attachment
7	Telephone	Remove Attachment

PUBLIC VERSION

VZ00268

EXHIBIT "B"

EXHIBIT "C" YTT and BMA

PUBLIC VERSION

Form 93

Number..................................

NOTICE OF ABANDONMENT OF JOINT POLES AND TRANSFER OF OWNERSHIP

.... to ....

(Owner) (Licensee)

Under the terms of an agreement dated...you maintain wires and appliances on pole(s) of Owner as follows:

Location Number	Pole Numbers	Pole Length	Location	Rental or Non-Rental	Present Value

Owner has removed its wires and appliances from the said pole(s). Kindly advise within thirty (30) days from this date if you desire to assume ownership thereof in accordance with and subject to the provisions of said agreement.

Licensee accepts ownership of the pole(s) designated in accordance with and subject to the provisions of said agreement dated...............................

Licensee declines the within tender of title and has removed or will remove all its wires and appliances from said pole(s).

(One to be stricken out)

....
(Licensee)

By..

Title...

Date...

For and in consideration of the sum of One Dollar and other good and sufficient consideration, receipt whereof is hereby acknowledged, Owner hereby sells, transfers, assigns, and sets over to Licensee, its successors and assigns, effective

...., all of its interest in the pole(s) designated above, and for itself, its successors and assigns, covenants and agrees with Licensee, its successors and assigns, that it will warrant and defend the same against all and every person or persons whomsoever lawfully claiming the same or any part thereof, but Owner does not warrant any right in Grantee to maintain said pole(s).

....
(Owner)

By..

Title...

Date...

VZ00269

EXHIBIT "C"

GUIDE TO PRACTICE

In Connection With General Joint Use Agreement Between

Metropolitan Edison Company

and

York Telephone and Telegraph Company

Dated: May 22, 1967
Effective: January 1, 1967

To establish uniform practices and procedures applying to joint use of poles under the terms of the General Joint Use Agreement, effective January 1, 1967, between the Metropolitan Edison Company (Met. Ed.) and the York Telephone and Telegraph (Telephone), the following interpretation of the terms of the Agreement and working practices is herein set forth. It is understood that nothing herein contained shall alter or cancel any part or parts of this Agreement and, furthermore, that these interpretations may be changed at any time by mutual consent upon request of either party.

INTERPRETATION OF AGREEMENT

ARTICAL I. SCOPE OF AGREEMENT

(a) It is agreed that all poles of both parties now existing or hereafter erected may be made subject to joint use under the terms of the Agreement.

(b) The Owner has the right to exclude certain poles where in his judgement joint use is undesirable.

(1) Poles which in the Owner's judgement are necessary for its sole use; and

(2) Poles which carry or are intended by the Owner to carry circuits of such character that in the Owner's judgement the proper rendering of its service now or in the future make joint use of such poles undesirable; and

(3) Poles where in the Owner's judgement joint use would not prove economical; and

(4) Where in accordance with the tariff of either Company, a customer is required to provide, install and maintain poles to support service wires of either Company between their main line and customer's premises, it is decided to use poles of either Company, application shall be made to the Owner by the Licensee in accordance with the terms of the Agreement.

*Refer to General Joint Use Agreement

ARTICLE II. EXPLANATION OF TERMS

OWNER - LICENSEE - ATTACHMENTS - RIGHT OF JOINT USE - A JOINT POLE - APPLICATION - PERMITS*

ARTICLE III. SPECIFICATIONS*

ARTICLE IV. ESTABLISHING JOINT USE OF EXISTING POLES

(a) The method to be used to make application for attachments will be covered under "Operating Practices." Although not specifically stated in the Agreement, it is understood that in those cases where re-arrangements or pole replacement are required to make the pole suitable for joint use and the Owner is willing to have the poles so included, said rearrangements or pole replacement shall be accomplished in such a manner the Licensee's commitment to its customers will not be impaired.

(b) *

(c) It is Licensee's duty to advise Owner of its guying requirements to assist Owner in determining the size of guy rods required for joint use.

ARTICLE V. ESTABLISHING JOINT USE OF NEW POLES

(a) See OPERATING PRACTICES.

(b) See foregoing under Article IV (c).

(c) *

ARTICLE VI. RIGHTS-OF-WAY*

ARTICLE VII. MAINTENANCE OF POLES AND ATTACHMENTS

(a) (b) *

(c) See OPERATING PRACTICES

(d) (e) (f) *

ARTICLE VIII. BILLING OF COSTS

(a) See OPERATING PRACTICES

(b) *

ARTICLE IX. RENTALS

(a) See OPERATING PRACTICES

(b) *

ARTICLE X. NON-RENTAL ATTACHMENTS*

ARTICLE XI. PAYMENT OF TAXES*

ARTICLE XII. LIABILITY AND DAMAGES*

ARTICLE XIII. EXISTING RIGHTS OF OTHER PARTIES*

ARTICLE XIV. ASSIGNMENT OF RIGHTS*

ARTICLE XV. ABANDONMENT OF JOINTLY USED POLES

An equitable sum as stated in this Article shall be the depreciated value of a pole which is high enough for the Licensee's requirements based on the Licensor's current pole prices.

ARTICLE XVI. DEFAULTS*

ARTICLE XVII. WAIVER OF TERMS OR CONDITIONS*

ARTICLE XVIII. TERM OF AGREEMENT*

ARTICLE XIX. GUIDE TO PRACTICE*

ARTICLE XX. CANCELLATION OF PREVIOUS AGREEMENTS*

ARTICLE XXI. TRANSFER OF OUTSTANDING PERMITS*

OPERATING PRACTICES

I. GENERAL

A. JOINT FIELD REVIEW

From past experience, Joint Field Reviews of proposed construction and reconstruction of pole lines have been found indispensable in securing the proper application of provisions governing the joint use of such plant.

It is agreed that neither Company will underbuild or overbuild on separate parallel poles on the same side of the thoroughfare without having mutual consent.

B. UNAUTHORIZED ATTACHMENTS

It is agreed in order to insure the successful operation of this agreement that no unauthorized attachments on the part of either Company will be permitted. Exceptions will be made for emergency attachments; such as, services and others which cannot reasonably be covered jointly in the field before installing. Therefore, each Company will immediately initiate internal and inter-departmental routines to guarantee that the Owner is promptly notified when attachments are made.

C. NEUTRAL SPACE

The neutral space is provided for the protection of the workmen and plant of both parties. Therefore, it is important that both Companies cooperate fully in preventing attachments which encroach in this space.

D. IMPORTANT PRECAUTIONS

1. Adherence to Specifications

Past experience with joint use of poles indicates that there should be a stricter adherence to the specifications in regard to:

(a) Climbing space

(b) Position of ground wires

(c) Position of guy wires

(d) Position of insulation levels and guy insulators

(e) Congestion of drop-loops (services), especially on transformer poles

(f) Maintaining required clearances between services (drop-loops) of both Companies to and on customers' buildings.

(g) Special emphasis to separate telephone service lines from electric company ground leads

(h) Telephone service on high voltage poles

2. Grounding of Cable Messenger and Protector Grounds

Where the Power Company has a multi-grounded neutral system with a continuous neutral, the Telephone Company may bond their aerial cable messenger to Power Company vertical grounds. In cases where there is no vertical ground wire present on the pole, the Telephone Company will install a bond wire of sufficient length to reach the Power Company multi-grounded neutral. The Power Company will connect the bond wire to the multi-grounded neutral.

3. Bonding and/or Grounding of Street Light Brackets

Where the Power Company has a multi-grounded neutral system, with a continuous neutral the Telephone Company aerial messenger may be bonded to Power Company street light brackets in accordance with the Sixth Edition of the National Electrical Safety Code. Bonding at this messenger shall be done by the Power Company.

E. MISCELLANEOUS

1. Disposition of Poles to be Removed

In connection with the replacement or removal of a jointly used pole, where feasible, both Companies will arrange to cooperate in the transfer of facilities to the new pole so that Owner may remove the old pole without delay. It is the Owner's obligation to remove the old pole unless otherwise designated.

It is the duty of both parties to make certain that the other party's wires are neither touched nor disturbed.

2. Emergency Pole Replacement by Licensee

In emergency cases where Licensee discovers a hazardous pole condition requiring immediate attention, Licensee may proceed with the corrective work and bill Owner. When time permits, the Owner's consent will first be secured. This practice is necessary in the interest of public safety.

II. FORMS

A. JOINT USE FIELD NOTE FORM - EXHIBITS "A" & "B"

1. Use of Forms

(a) This form will be used to notify either party as Owner or Licensee of proposals and/or requests involving joint use and by the other party to reply thereto. It will serve as an application and permit.

(b) The preparation of this form shall be on a local office or district level and it will be used primarily between Metropolitan Edison and York Telephone and Telegraph Engineering offices. The preparation of this form is illustrated on attached specific examples. See Exhibits A & B.

2. Routing and Approval of Forms

Three (3) copies (more if required) will be prepared by Licensee.

YT&T CO. ROUTING	MET. ED. ROUTING
#1 Gentel Accounting	#1 Met. Ed. Accounting
#2 Met. Ed. District Engineering	#2 YT&T Division Engineering
#3 YT&T Division Engineering	#3 Met. Ed. District Engineering

NOTE: Number 2 and 3 copies to be forwarded to other Company's Engineering Office. Number 3 copy to be returned to originator to signify acceptance or rejection.

3. Numbering System

All Joint Use Field Note Forms will be identified by numbers. Field note numbers shall be assigned consecutively.

(a) Forms Originated by York Telephone and Telegraph Company

Each form number will be prefixed with the letter "Y" to identify the Telephone Company followed by the letter "M" to designate Met. Ed. Co.

(b) Forms Originated by Met. Ed. Co.

Each form number will be prefixed with the letter "M" to identify the Power Company followed by the letter "Y" to designate York Telephone and Telegraph Company.

4. Number of Poles on One Field Note

Not more than 22 poles shall be included on one Field Note. There shall be no delineation as to area, civil division or telephone exchange.

B. "NOTICE OF ABANDONMENT AND TRANSFER OF OWNERSHIP" FORM - EXHIBIT "C"

1. In view of the possible time required by Licensee to complete studies to determine whether ownership will be accepted or whether it will likewise be abandoned, the Owner's intention will be conveyed promptly to the Licensee.

2. Upon physical removal of all of its attachments, Owner will prepare "Notice of Abandonment of Joint Poles and Transfer of Ownership" form (Exhibit C) and forward it to Licensee, who will execute same and return it to Owner within the time limit of thirty (30) days as specified in Article XV (b) of the Agreement. The effective date will be thirty (30) calendar days or less after owner executed form.

3. Six (6) copies of this form will be prepared by Owner. Two (2) will be signed by the authorized agent and the signatures will be conformed on the remaining copies. Two (2) conformed copies and the two (2) signed copies will be forwarded to Licensee who will affix signature of proper authorized agent to the two (2) signed copies and return the original to Owner.

4. All "Notice of Abandonment of Joint Poles and Transfer of Ownership" forms shall be identified by the same numbers assigned to the Field Notes.

C. PROCEDURE OF REPORTING ATTACHMENTS

1. All poles of either party to which the other party has attachments of any kind or has space reserved must report such attachment(s).

(a) Completion of Joint Use Field Note

(1) Met. Ed. Division District Code

A list of Met. Ed. Districts is attached as Exhibit "D".

(2) Met. Ed. Pole Number

List the Met. Ed. number of the jointly used pole.

(3) Met. Ed. Civil Division Code

Each Met. Ed. District has been assigned a numbrical code to identify the Civil Division in which the joint pole is located. A list of Met. Ed. Civil Divisions and corresponding code numbers is attached as Exhibit "E".

(4) York T&T Company Pole Number

List the York T&T Company's number of the jointly used pole.

PUBLIC VERSION

If the Telephone Company pole number ends with a fraction, the following codes will be used by Accounting when cards are punched:

Fraction	Code
1/4	3
1/2	5
3/4	7

(5) York Telephone and Telegraph Co. Exchange

List the Telephone Company Exchange area in which the jointly used pole is located. A list of Telephone Company Exchanges and corresponding code numbers is attached as Exhibit "F".

(6) Owner Status

The following codes will be used to designate the ownership and status of each pole jointly used:

Code	Owner	Status
1	Met. Ed.	New Rental Attachment
3	Met. Ed.	Remove Attachment
4	Met. Ed.	New Non-rental Attachment
5	YT&T	New Rental Attachment
7	YT&T	Remove Attachment
8	YT&T	New Non-rental Attachment

(7) Enter the digit "2" on Column 37 to identify the Telephone Company

(8) Size

List the actual size of the jointly used pole.

(9) Year

List the year in which attachment was made to jointly used pole.

(10) Enter the Field Note number in Columns 42 to 53.

D. ACCOUNTING PROCEDURES

1. The Met. Ed. Company's Accounting Department will be responsible for preparing IBM cards for Owner Status Codes five (5) through eight (8). The Telephone Company's Accounting Department will prepare IBM cards for Owner Status Codes one (1) through four (4). The information Joint Use Field Note Forms will be used as the source data to prepare the IBM cards.

2. Each Accounting Department will prepare two decks of IBM cards monthly. One set of IBM cards will be forwarded to the other Company's Accounting Department.

3. Each Accounting Department will prepare a pole "print-out" every month and transmit it to their Engineering Department for verification. Any corrections necessary will be made on the Joint Use Field Note Form.

4. On or about November 30 of each year, the companies will exchange pole listings to reconcile and validate the rentals due each company.

III. PRICE SCHEDULES

For the purpose of simplification, the following price schedules have been agreed upon for the use in connection with operations under the Agreement: they are based on the average experience of both parties under the conditions existing in the territory covered by the Agreement. These prices may be revised at any time by mutual consent of the parties.

A. PRICE SCHEDULES - EFFECTIVE JANUARY 1, 1975

Size	York T & T Costs	Met. Ed. Costs
20 ft.	$ 85.00	$ 91.00
25 ft.	117.00	179.00
30 ft.	141.00	198.00
35 ft.	168.00	227.00
40 ft.	195.00	257.00
45 ft.	218.00	288.00
50 ft.	252.00	330.00
55 ft.	271.00	368.00

B. DETERMINATION OF "IN PLACE" VALUE OF POLES

The life span of all poles shall be thirty (30) years. For purposes of reflecting the condition of poles (as related to condition new), the Owner shall determine the remaining life by year in which pole was installed, if available, or if not, by inspection on the ground, with procedure as outlined below and in accordance with percentages outlined below:

1. The pole shall be inspected jointly be representatives of both Companies, in accordance with the standard procedure established for pole inspection by the Company proposing to purchase the pole. The procedure should include:

   (a) an appraisal of the effect of the defects observed (b) an appraisal of the condition of the pole in relation to a new pole, (c) an estimate of the age of the pole, and (d) the minimum size of pole required by the Company proposing to purchase the pole.

2. <u>All Kinds of Wood Poles</u>

25 years or more remaining life - 100%
20 thru' 24 years remaining life - 80%
15 thru' 19 years remaining life - 60%
10 thru' 14 years remaining life - 40%
6 thru 9 years remaining life - 20%
3 thru 5 years remaining life - 10%
less than 3 years remaining life - 0%

C. EXAMPLE OF BILLING FOR PURCHASE OF POLE(S)

Owner proposes to abandon 35 foot pole which was installed 8 years ago. Licensee accepts ownership in accordance with Agreement.

Example:

When Licensee is <u>York Telephone and Telegraph Company</u>

227.00 X 80% = 181.60

Bill York Telephone and Telegraph Co.

Example:

When Licensee is <u>Metropolitan Edison Company</u>

168.00 X 80% = 134.40

Bill Met. Ed. Company

PUBLIC VERSION

EXPLANATION OF EXHIBIT "A"

Line #1

York Telephone and Telegraph desires to attach to existing 40 foot pole.

Lines #2 & #3

York Telephone and Telegraph requests that Met. Ed. replace a 35 foot pole with a 40 foot pole. Line 2 will provide information on the pole to be removed. Line 3 will cover the information required for the new pole.

Lines #4 & #5

On some previous review, York Telephone and Telegraph made arrangements to rent a pole. However, it was discovered that an error had been made in the street number code. To correct this error, the attachment is removed on Line 4 and the correct information is listed on Line 5.

Line #6

York Telephone and Telegraph desires to attach to a non-rental pole.

Line #7

York Telephone and Telegraph plans to remove its attachment.

Line #8

York Telephone and Telegraph plans to set a new pole and is informing Met. Ed. to see if they desire an attachment on the pole. On Accounting's copy strike out in red pencil. If Met. Ed. desires to attach to pole, information will be transcribed to their Joint Use Field Note. See Line 1 of Exhibit "B."

EXPLANATION OF EXHIBIT "B"

Line #1

Met. Ed. is informing York Telephone and Telegraph that they want to attach to the pole listed on Line 8 of Exhibit "A." However, Met. Ed. is requesting a 40 foot pole instead of a 35 foot pole.

Line #2

Met. Ed. is requesting permission to attach to an existing 35 foot pole.

PUBLIC VERSION

Lines #3 & #4

Met. Ed. requests that York Telephone and Telegraph replace a 35 foot pole with a 40 foot pole. Line 3 will provide information on the pole to be removed. Line 4 will cover the information required for the new pole.

Line #5

Met. Ed. is notifying York Telephone and Telegraph of plans to remove its attachment.

Line #6

Met. Ed. is requesting an attachment to a non-rental pole.

VZ00281

PUBLIC VERSION

FIELD CHECKED: [x] YES [ ] NO — BY J. Smith — METROPOLITAN EDISON CO. — DATE 5-28-68

SERVICE DATE

FIELD CHECKED: [x] YES [ ] NO — BY J. Doe — TELEPHONE COMPANY 37 — [2]-CODE — DATE 5-27-68

FIELD NOTE NO. YM-1 (42 – 53)

	Met-Ed Division/District	Met-Ed Pole Number	Letter Suffix	Met-Ed Civil Division	Telephone Co. Pole Number: Line or Street No.	Telephone Co. Pole Number: Pole No.	Fraction Note 1	Suppl.	Telephone Company Exchange	Owners Status Note 2	Pole Size	Effective Date	Met-Ed Order Number	Telephone Company Order Number		Correction Code
	1-2	3 – 12	13-14	15-17	18 – 23	24 – 28	29	30	31 – 35	36	38-39	40-41	54 – 63	64 – 69		80
1	41	8952	YO	227	S 83	104			200	1	40	68		156558		
2	41	5682	YO	227	L 10	560	7		200	3	35	68		156828		
3	41	5682	YO	227	L 10	560	7		200	1	40	68		156828		
4	45	5972	GR	242	S 85	907			260	3	40	68				
5	45	5972	GR	242	S 95	907			260	1	40	68				
6	41	7820	YO	227	L 20	605			200	4	40	68		156928		
7	45	8816	GR	242	S 94	702			260	3	35	68		156958		
8					S 87	400			200	5	35	68		157108		
9																
10																
11																
12																
13																
14																
15																
16																
17																
18																
19																
20																

VZ00282

NOTE #1 - COLUMN 29 - FRACTION CODES

CODE	FRACTION
9	1/4
5	1/2

NOTE #2 - COLUMN 36 - OWNER STATUS CODES

CODE	OWNER	STATUS
1	Met-Ed	New Rental Attachment
3	Met-Ed	Remove Attachment
~~4~~	~~Met-Ed~~	~~New Non-Rental Attachment~~
5	Telephone	New Rental Attachment
7	Telephone	Remove Attachment
~~8~~	~~Telephone~~	~~New Non-Rental Attachment~~

FIELD CHECKED: [x] YES [ ] NO

BY J. Smith — METROPOLITAN EDISON CO. — 5-27-68 DATE

SERVICE DATE

FIELD CHECKED: [ ] YES [ ] NO

BY J. Doe — TELEPHONE COMPANY 37 — [2]-CODE — 5-20-68 DATE

FIELD NOTE NO. MY-1 (42 ... 5)

	MET-ED DIVISION/DISTRICT	MET-ED POLE NUMBER	LETTER SUFFIX	MET-ED CIVIL DIVISION	TELEPHONE CO. POLE NUMBER: LINE OR STREET NO.	TELEPHONE CO. POLE NUMBER: POLE NO.	FRACTION Note 1	SUPPL.	TELEPHONE COMPANY EXCHANGE	OWNERS STAT Note 2	POLE SIZE	EFFECTIVE DATE	MET-ED ORDER NUMBER	TELEPHONE COMPANY ORDER NUMBER		CORRECTION CODE
	1-2	3 12	13-14	15-17	18 23	24 28	29	30	31 35	36	38-39	40-41	54 63	64 69		80
1	41	9056	YO	227	S 87	409			200	5	40	68		157108		
2	41	9076	YO	227	S 65	190			200	5	35	68				
3	45	9740	GR	242	S 43	607			260	7	35	68				
4	45	9740	GR	242	S 43	607			260	5	40	68				
5	41	7651	YO	227	L 30	106			200	7	35	68				
6	41	9310	YO	227	S 55	708			200	8	35	68				
7																
8																
9																
10																
11																
12																
13																
14																
15																
16																
17																
18																
19																
20																

NOTE #1 - COLUMN 29 - FRACTION CODES

CODE	FRACTION
[illegible]	1/4
[illegible]	1/2

NOTE #2 - COLUMN 36 - OWNER STATUS CODES

CODE	OWNER	STATUS	CODE	OWNER	STATUS
1	Met-Ed	New Rental Attachment	5	Telephone	New Rental Attachment
3	Met-Ed	Remove Attachment	7	Telephone	Remove Attachment
~~4~~	~~Met-Ed~~	~~New Non-Rental Attachment~~	~~8~~	~~Telephone~~	~~New Non-Rental Attachment~~

PUBLIC VERSION

VZ00283

Form 98

PUBLIC VERSION

EXHIBIT C

Number........................

NOTICE OF ABANDONMENT OF JOINT POLES AND TRANSFER OF OWNERSHIP

.... to ....
(Owner) (Licensee)

Under the terms of an agreement dated .... you maintain wires and appliances on pole(s) of Owner as follows:

Location Number	Pole Numbers	Pole Length	Location	Rental or Non-Rental	Present Value

Owner has removed its wires and appliances from the said pole(s). Kindly advise within thirty (30) days from this date if you desire to assume ownership thereof in accordance with and subject to the provisions of said agreement.

Licensee accepts ownership of the pole(s) designated in accordance with and subject to the provisions of said agreement dated ....

Licensee declines the within tender of title and has removed or will remove all its wires and appliances from said pole(s).

(One to be stricken out)

....
(Licensee)

By ....

Title ....

Date ....

For and in consideration of the sum of One Dollar and other good and sufficient consideration, receipt whereof is hereby acknowledged, Owner hereby sells, transfers, assigns, and sets over to Licensee, its successors and assigns, effective ...., all of its interest in the pole(s) designated above, and for itself, its successors and assigns, covenants and agrees with Licensee, its successors and assigns, that it will warrant and defend the same against all and every person or persons whomsoever lawfully claiming the same or any part thereof, but Owner does not warrant any right in Grantee to maintain said pole(s).

....
(Owner)

By..

Title..

Date..

VZ00284

EXHIBIT "D"

PUBLIC VERSION

JOINT USE FIELD NOTE

MET-ED DIVISION/DISTRICT CODE

Divisions	Codes Division	District	
Central	1	1	Reading
		2	Hamburg
		3	Topton
		4	Boyertown
Lebanon	2	1	Lebanon
		2	Middletown
Eastern	3	1	Easton
		2	Nazareth
		3	Bangor
		4	Stroudsburg
Western	4	1	York
		2	Hanover
		3	Dillsburg
		4	Gettysburg
		5	Glen Rock
		6	York Haven - No.
		7	Red Lion

VZ00285

JUN 1 1 1973

EXHIBIT "E"

METROPOLITAN EDISON COMPANY

CIVIL DIVISION CODE

WESTERN DIVISION

CODE NO.	CIVIL DIVISION	COUNTY
158	Abbottstown Boro AB	Adams
159	Arendtsville Boro	"
160	Bendersville Boro	"
161	Berwick Twp. BE	"
162	Biglerville Boro	"
232	Bonneauville Boro	"
163	Butler Twp.	"
164	Conewago Twp.	"
165	Cumberland Twp.	"
166	East Berlin Boro EB	"
167	Fairfield Boro	"
168	Franklin Twp.	"
169	Freedom Twp.	"
170	Germany Twp.	"
171	Gettysburg Boro	"
172	Hamilton Twp. HT	"
173	Hamiltonban Twp.	"
174	Highland Twp.	"
175	Huntington Twp.	"
176	Latimer Twp. LA	"
177	Littlestown Boro	"
178	McSherrystown Boro	"
179	Menallen Twp.	"
180	Mt. Joy Twp.	

PUBLIC VERSION

METROPOLITAN EDISON COMPANY

CIVIL DIVISION CODE

WESTERN DIVISION

CODE NO.	CIVIL DIVISION		COUNTY
181	Mt. Pleasant Twp.		Adams
182	New Oxford Boro		"
183	Oxford Twp.		"
184	Reading Twp.	RE	"
185	Straban Twp.		"
186	Tyrone Twp.		"
187	Union Twp.		"
188	York Springs Boro		"
190	Cooke Twp.		Cumberland
191	Dickinson Twp.		"
192	Monroe Twp.	MO	"
193	Mt. Holly Springs Boro		"
194	South Middleton Twp.	SM	"
200	Carrol Twp.	CA	York
233	Chanceford Twp.	CF	"
234	Codorus Twp.	CD	"
201	Conewago Twp.	CE	"
235	Crossroads Boro	CS	"
236	Dallastown Boro	DA	"
202	Dillsburg Boro	DB	"
237	Dover Boro	DV	"
203	Dover Twp.	DO	"
238	East Hopewell Twp.	EH	"

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PUBLIC VERSION

METROPOLITAN EDISON COMPANY

CIVIL DIVISION CODE

WESTERN DIVISION

CODE NO.	CIVIL DIVISION		COUNTY
204	East Manchester Twp.	EM	York
205	Fairview Twp.		"
239	Fawn Twp.	FW	"
240	Fawn Grove Boro	FG	"
241	Felton Boro	FE	"
206	Franklin Twp.	FR	"
207	Franklin Boro	FT	"
242	Glen Rock Boro	GK	"
208	Goldsboro Boro		"
243	Hallam Boro	HM	"
209	Hanover Boro		"
244	Hellam Twp.	HL	"
210	Heidelberg Twp.	HE	"
245	Hopewell Twp.	HO	"
211	Jackson Twp.	JS	"
246	Jacobus Boro	JO	"
247	Jefferson Boro	JE	"
212	Lewisberry Boro		"
248	Loganville Boro	LG	"
249	Lower Chanceford Twp.	LC	"
250	Lower Windsor Twp.	LW	"
251	Manchester Boro	MT	"
213	Manchester Twp.	MC	"

PUBLIC VERSION

METROPOLITAN EDISON COMPANY

CIVIL DIVISION CODE

WESTERN DIVISION

CODE NO.	CIVIL DIVISION		COUNTY
214	Manheim Twp.	MN	York
215	Monaghan Twp.	MA	"
216	Mt. Wolf Boro	MW	"
217	Newberry Twp.	NB	"
252	New Freedom Boro	NF	"
253	YORK New Salem Boro	YN	"
254	North Codorus Twp.	NC	"
255	North Hopewell Twp.	NH	"
218	North York Boro	NY	"
219	Paradise Twp.	PA	"
220	Penn Twp.		"
256	Railroad Boro	RR	"
257	Red Lion Boro	RL	"
258	Seven Valleys Boro	SV	"
259	Shrewsbury Boro	SH	"
260	Shrewsbury Twp.	SW	"
221	Springettsbury Twp.	SE	"
261	Springfield Twp.	SF	"
222	Spring Garden Twp.	SG	"
262	Spring Grove Boro	SR	"
263	Stewartstown Boro	SN	"
229	Warrington Twp.	WR	"
223	Washington Twp.	WA	

VZ00289

METROPOLITAN EDISON COMPANY

CIVIL DIVISION CODE

WESTERN DIVISION

CODE NO.	CIVIL DIVISION		COUNTY
264	Wellsville Boro	WL	York
224	West Manchester Twp.	WC	"
225	West Manheim Twp.		"
226	West York Boro	WY	"
265	Windsor Boro	WD	"
266	Windsor Twp.	WS	"
267	Winterstown Boro	WT	"
268	Yoe Boro	YE	"
227	York City	YO	"
269	York Twp.	YK	"
270	Yorkana Boro	YA	"
228	York Haven Boro	YH	"
253	York New Salem	YN	"
271	Weightsville Boro	WI	"

PUBLIC VERSION

"F"

[illegible] TELEGRAPH COMPANY

[illegible] AND [illegible]

CODE #	EXCHANGE NAME
200	York
220	Airville
226	Brogueville
230	Delta
235	Dillsburg
240	Dover
245	East Berlin
256	Fawn Grove
260	Glen Rock
265	Jefferson
270	Loganville
275	Manchester
280	Red Lion
285	Spring Grove
286	Stewartstown
290	Wrightsville

<u>BETHAL TELEPHONE</u>
SHELLSVILLE
JONESTOWN
MYERSTOWN
FRYSTOWN
BERNVILLE
WOMELSDORF
ROBESONIA
SCHAEFFERSTOWN

<u>CONTEL</u>
HERSHEY
PINE GROVE
AUBURN
FIENDENSBURG

AMENDMENT

WHEREAS, METROPOLITAN EDISON COMPANY (Met-Ed) and YORK TELEPHONE & TELEGRAPH COMPANY both being Pennsylvania corporations, entered into a certain Agreement (Agreement) dated May 22, 1967, effective January 1, 1967, providing for joint use of certain poles; and

WHEREAS, GENERAL TELEPHONE COMPANY OF PENNSYLVANIA (Telephone) is successor to York Telephone & Telegraph Company; and

WHEREAS, the parties hereto desire to supplement and amend the Agreement as hereinafter more fully set forth;

NOW, THEREFORE, in consideration of these presents, the parties hereto for themselves and their respective successors and assigns, hereby agree to amend and supplement the Agreement as hereinafter set forth, effective as of January 1, 1974, to wit:

1. Delete Article IX of the Agreement in its entirety and substitute therefor a new Article IX which reads as follows:

Article IX - Attachment Fees - Compensation

It is agreed by parties that no attachment fee, as such, will be paid by either party to the other and in lieu thereof just compensation shall be made in accordance with the following:

(A) The ratio of ownership of the total number of joint use poles shall be considered balanced when the ratio of pole ownership attained is 55% - Met-Ed and 45% - Telephone.
(B) The party owning less than its apportioned ratio of poles shall annually pay to the other the full agreed upon compensation for each pole it is deficient.
(C) The compensation per deficient pole in 1974 shall be $17.50, thereafter the compensation per deficient pole shall be the combined average of the parties' annual carrying charge per pole of their respective forty (40) foot poles as of January 1 of the then current calendar year; provided, however, in no event shall the compensation per deficient pole be less than the hereinafter designated percentum of either party's said annual carrying charge per pole, said percentum being as follows: 1975 - 87.5%, 1976 and thereafter - 90%.
(D) Compensation payments shall be made on the last day of December each year based upon all Permits in effect on November 30 of such year.
(E) The effective date of each Permit or of the termination of a Permit shall be the date that such Permit or termination thereof was approved by Owner as shown thereon, provided Licensee shall have previously removed its attachments therefrom.

2. Delete Article X of the Agreement in its entirety and substitute therefor a new Article X which reads as follows:

Article X - Apportionment of Pole Ownership

The ownership of poles jointly used hereunder shall be apportioned so that Met-Ed owns 55% and Telephone owns 45% of all of such poles. Each party shall have the right to purchase from time to time from the other party poles and anchor rods in an attempt to balance ownership of jointly used poles. Such purchases shall be subject to any necessary regulatory approval and the consideration to be paid in connection therewith shall be the negotiated unit price representing the reasonable or equitable value of the facilities at the time when such transfer of ownership will take place. Notwithstanding anything herein contained to the contrary, the party requested to convey may refuse to do so for good cause.

3. Add a new Article to the Agreement identified as Article XXII which shall read as follows:

Article XXII - Protection

(A) At those locations where Met-Ed has a multi-grounded neutral system with a continuous neutral either party may establish a bond between Met-Ed's vertical ground and Telephone's aerial cable messenger. At those locations where no vertical ground wire exists on a pole a bond wire of sufficient length to reach Met-Ed's multi-grounded neutral may be installed.
(B) The party requiring the bond at any location shall provide, or pay the other party for, all necessary materials to be used in constructing such bond. Title to such materials shall vest in the requiring party. Either party may make all necessary connections at those locations where Met-Ed has an existing vertical ground as aforesaid. At those locations where no such vertical ground exists Telephone shall make its connection first and shall properly and safely secure all wires, conductors and materials during the interim pending Met-Ed's connection to its facilities.
(C) All bonds which may be currently existing shall be subject to the provisions of this Agreement and the same, as well as bonding hereafter performed under the permission herein granted, shall be done and maintained in accordance with the requirements of the current edition of the National Electrical Safety Code, as the same may be from time to time amended or revised, and any currently applicable rules or orders of the Pennsylvania Public Utility Commission when the minimum requirements of such rules or orders are in excess of the standard of construction required by said code or revisions thereof.

4. Amend the Index of the Agreement to the extent hereinafter set forth as follows:

(a) Revise Article IX to read "Article IX - Attachment Fees - Compensation"

(b) Revise Article X to read "Article X - Apportionment of Pole Ownership"

(c) Add Article XXII to read "Article XXII - Protection"

Except as otherwise herein provided, Agreement shall in all other respects remain and continue in full force and effect.

IN WITNESS WHEREOF, the parties hereto, intending to be legally bound hereby, have caused these presents to be duly executed this 20th day of May, 1974.

Attest:

Secretary

APPROVED AS TO FORM

METROPOLITAN EDISON COMPANY

By _______________
Vice President

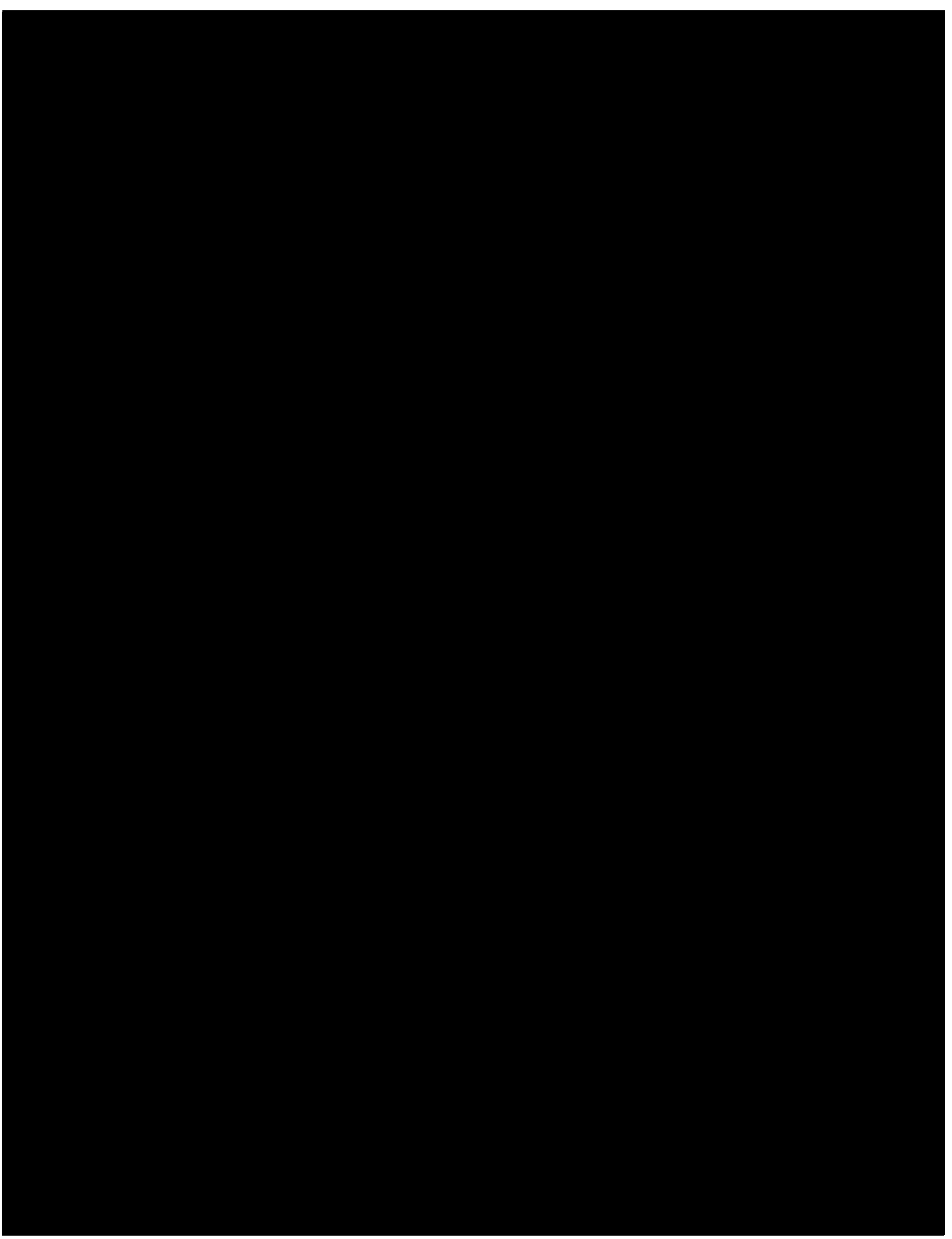
Attest:

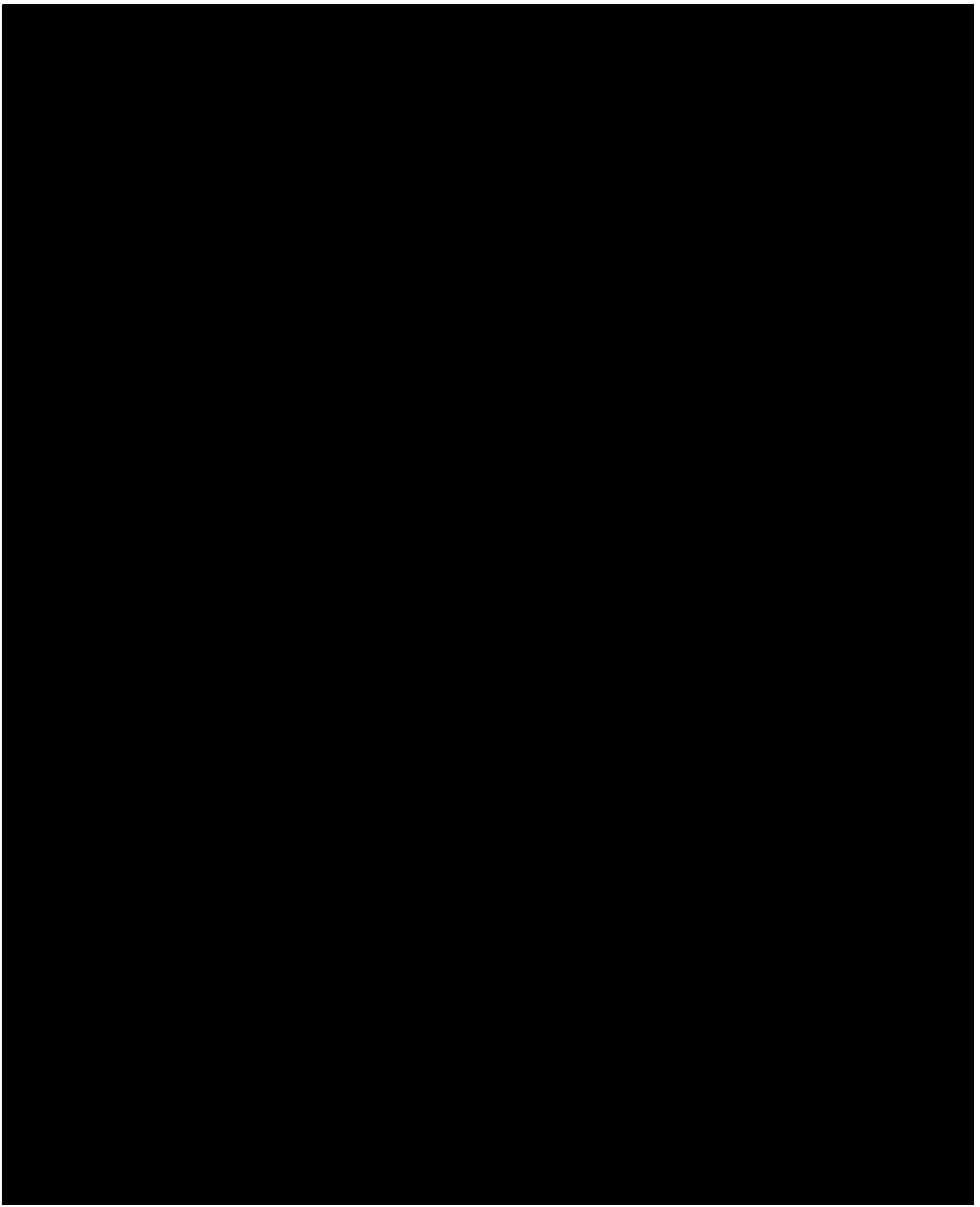
ASSISTANT Secretary

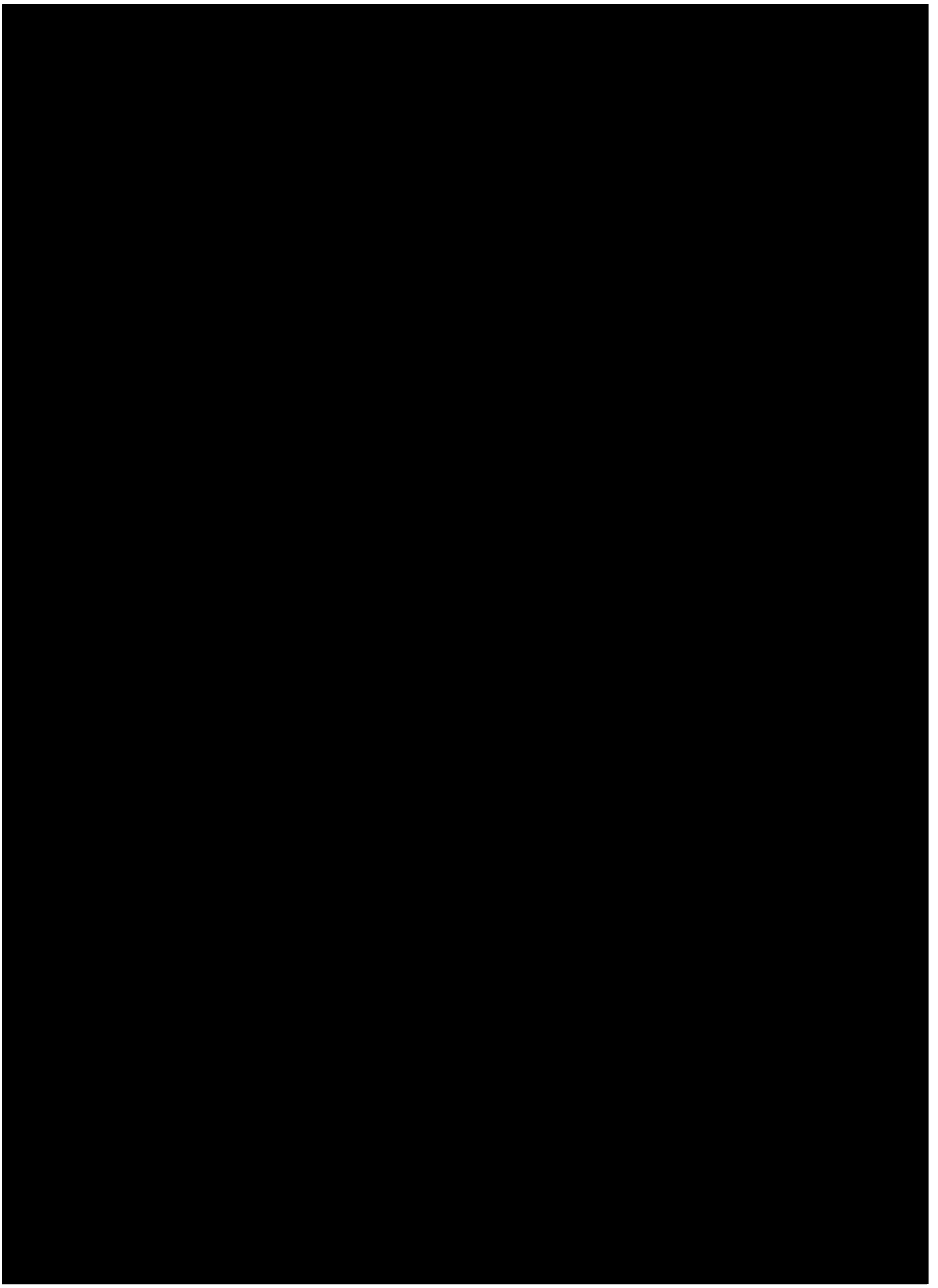
GENERAL TELEPHONE COMPANY OF PENNSYLVANIA

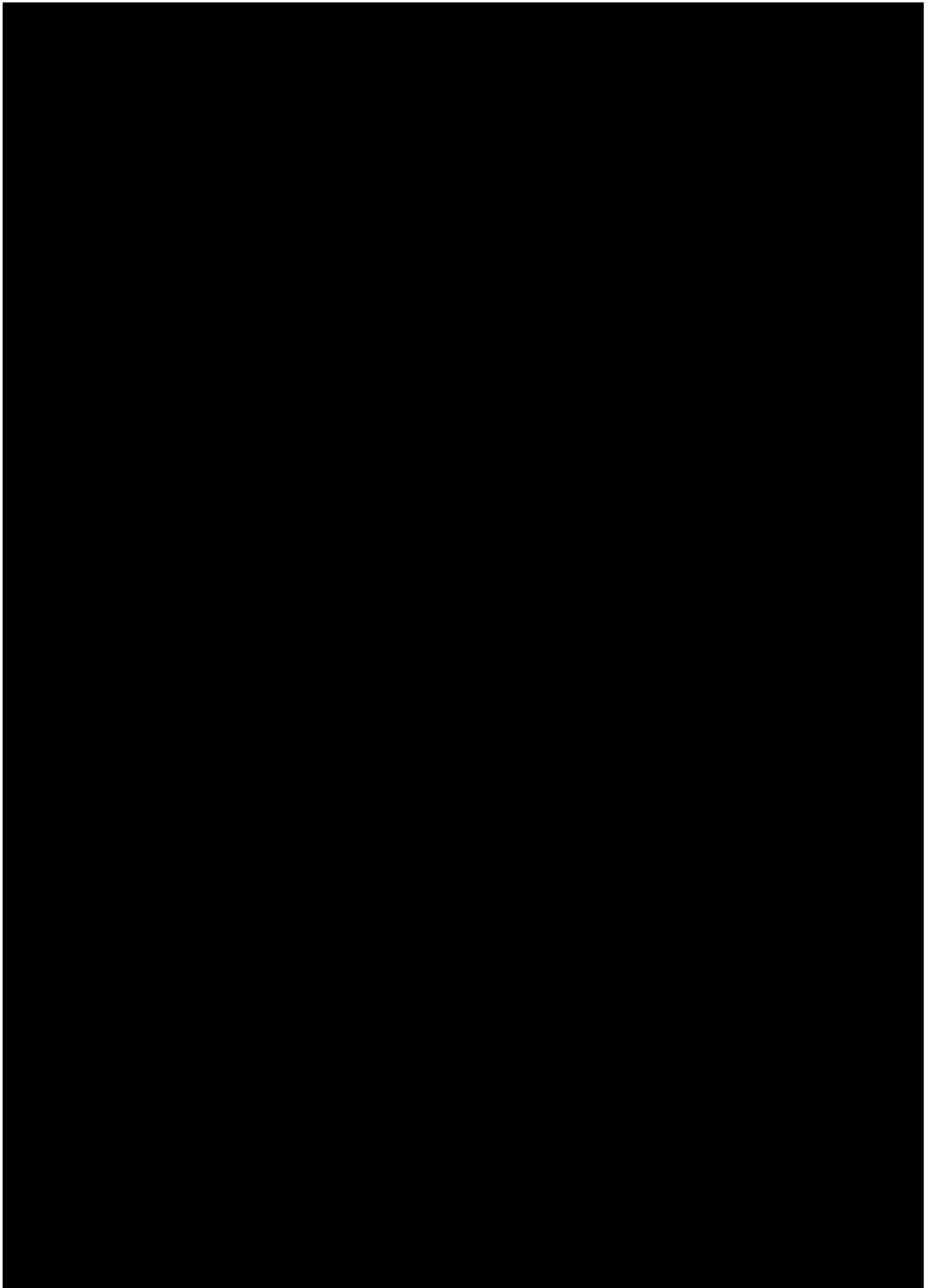
By _______________
Vice President

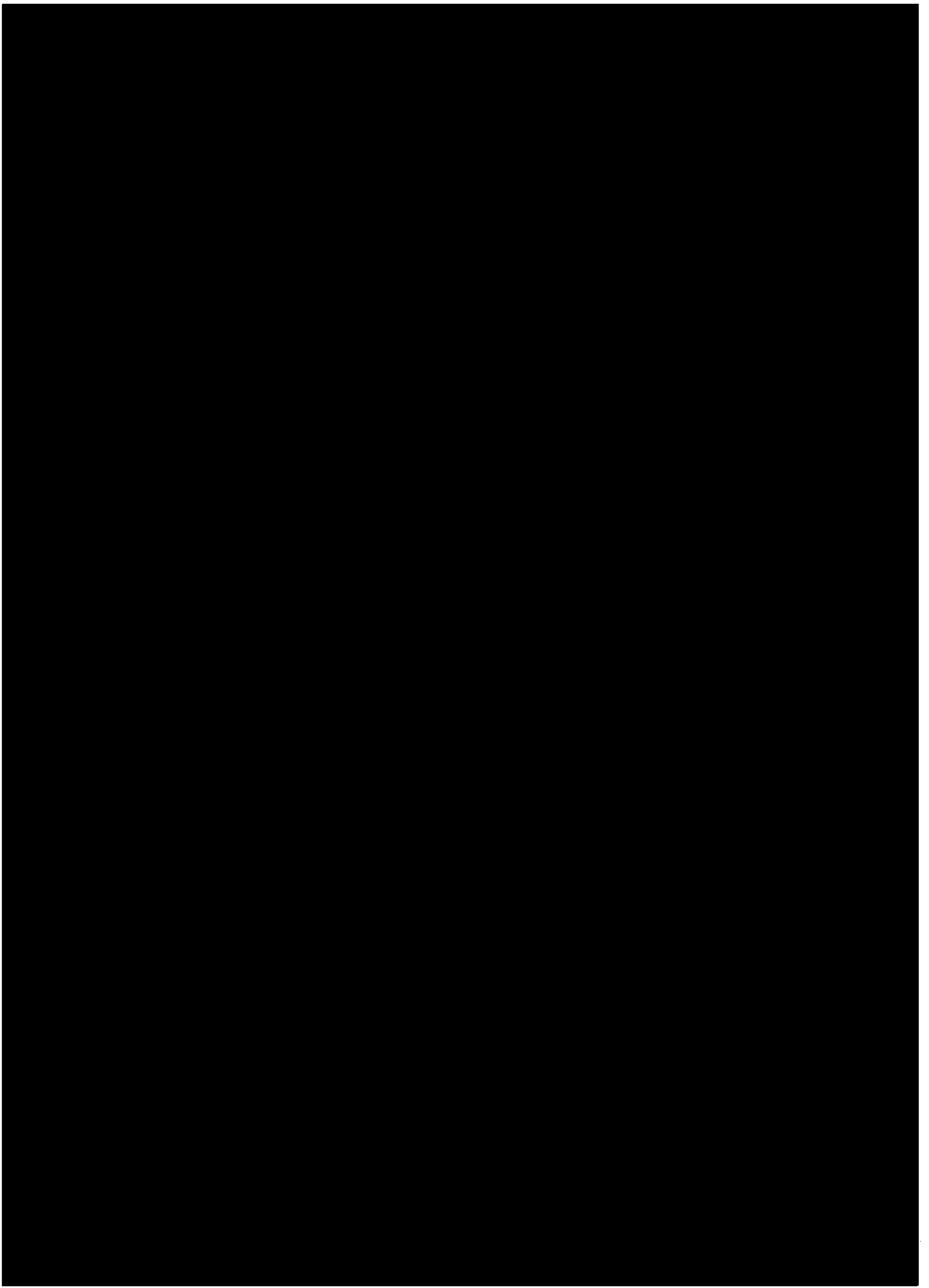
Exhibit 6

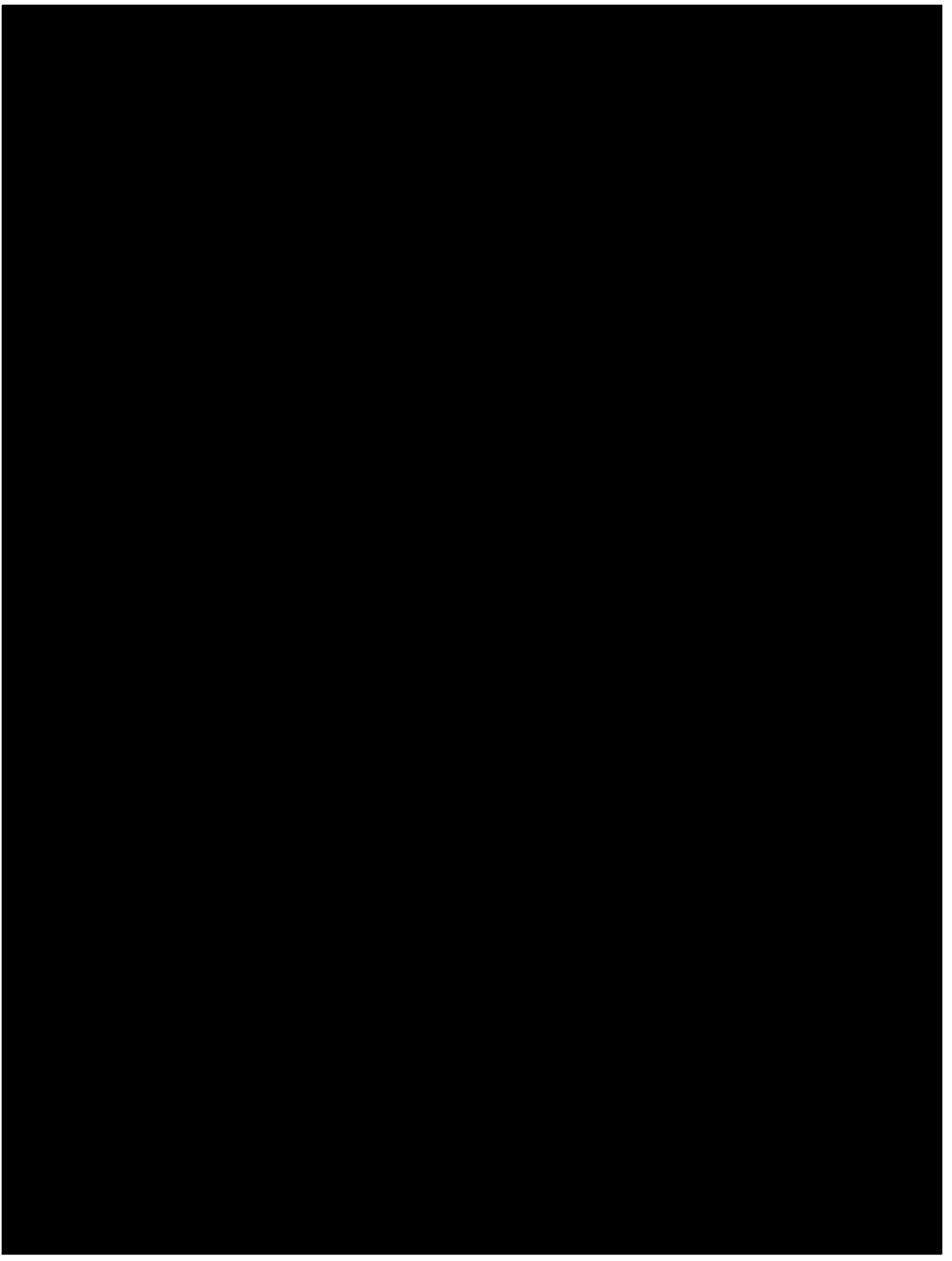


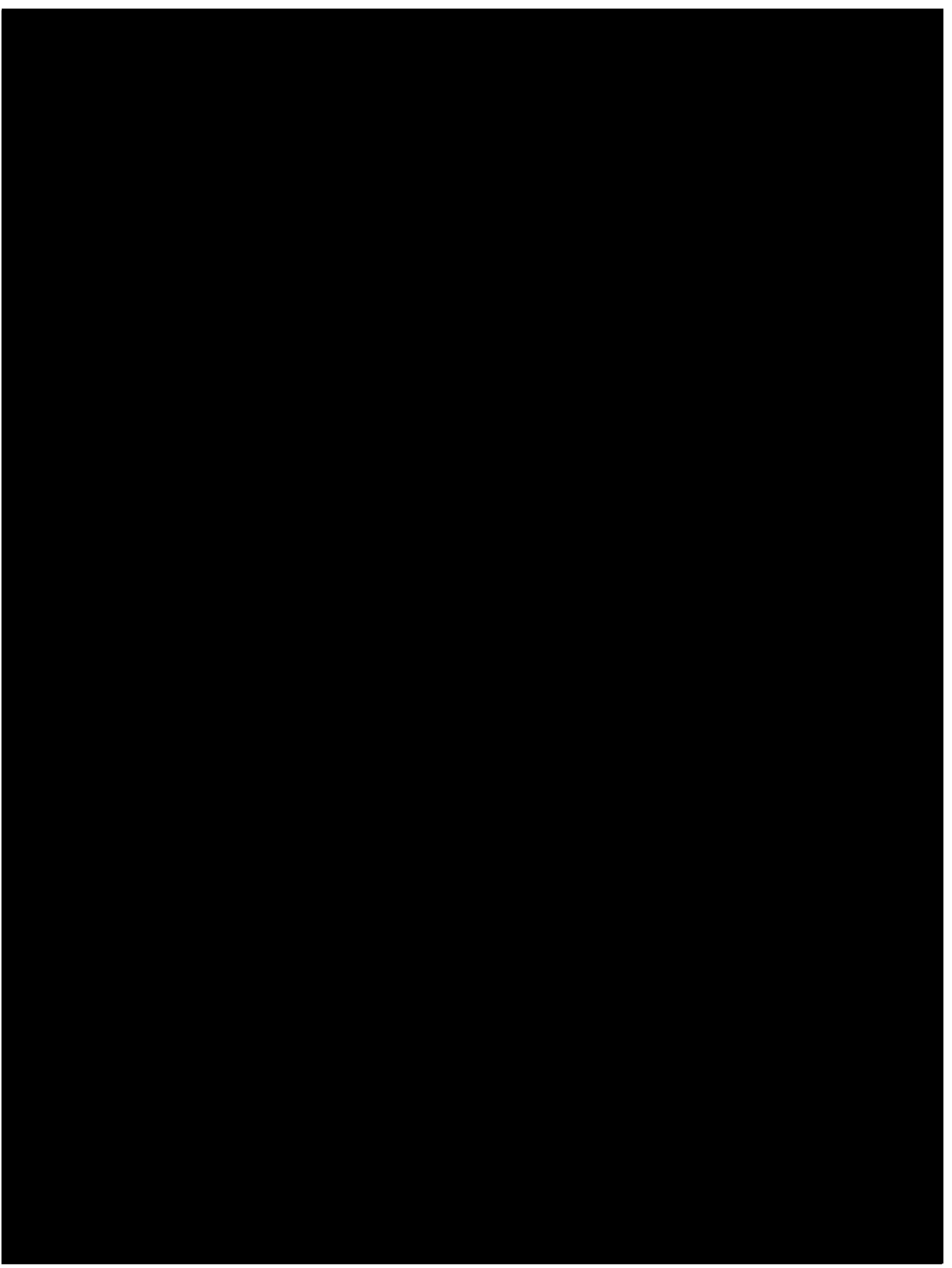


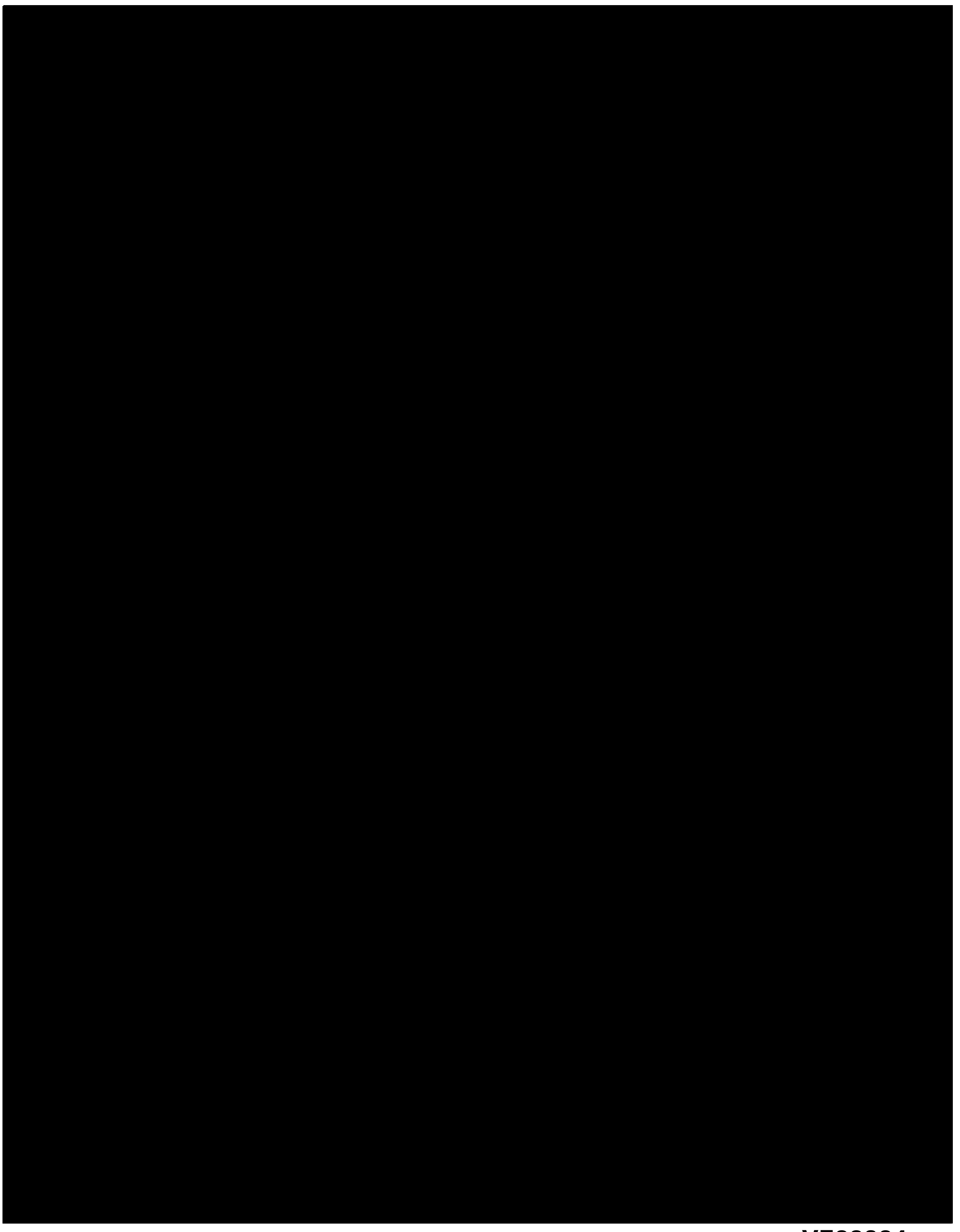


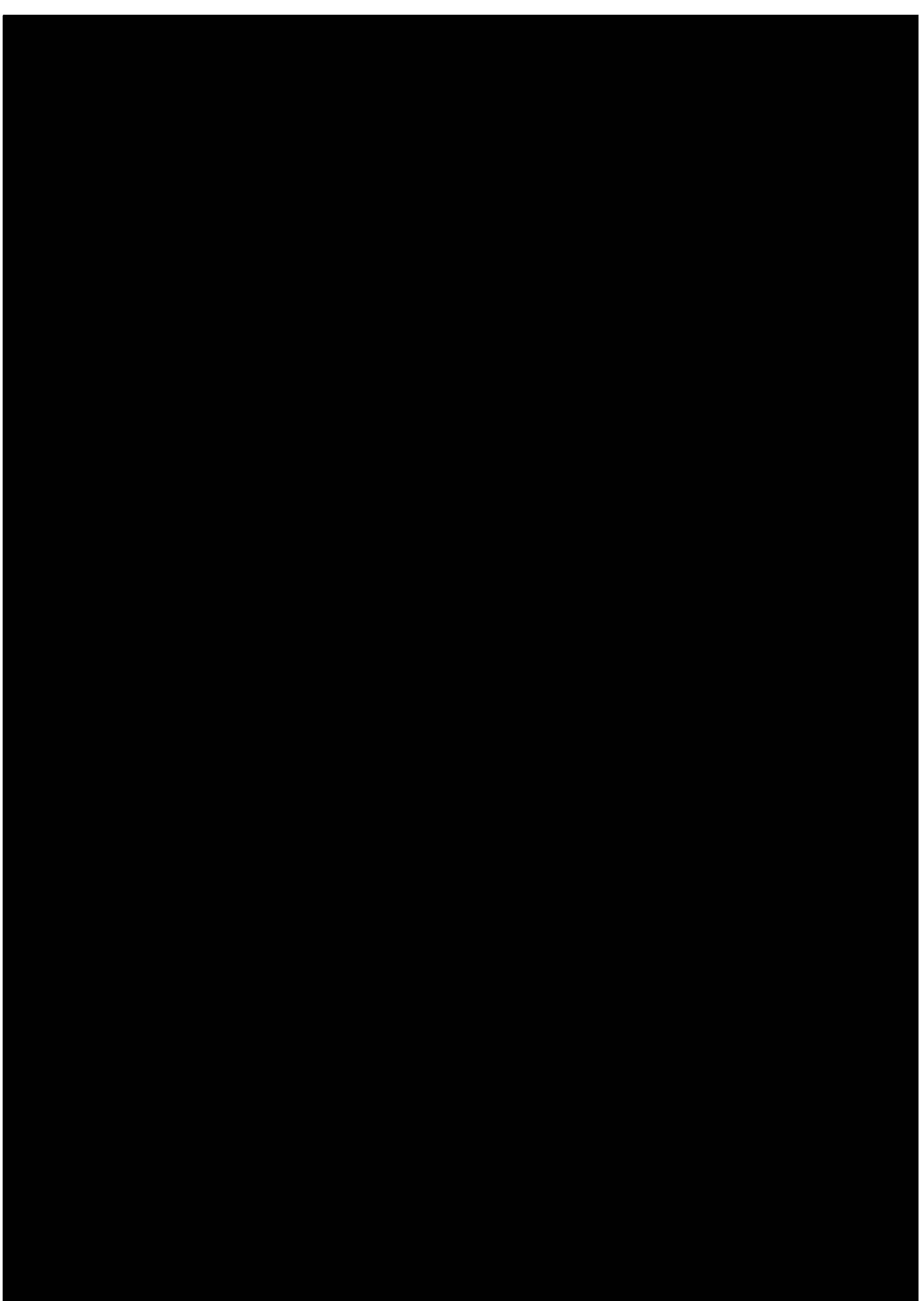


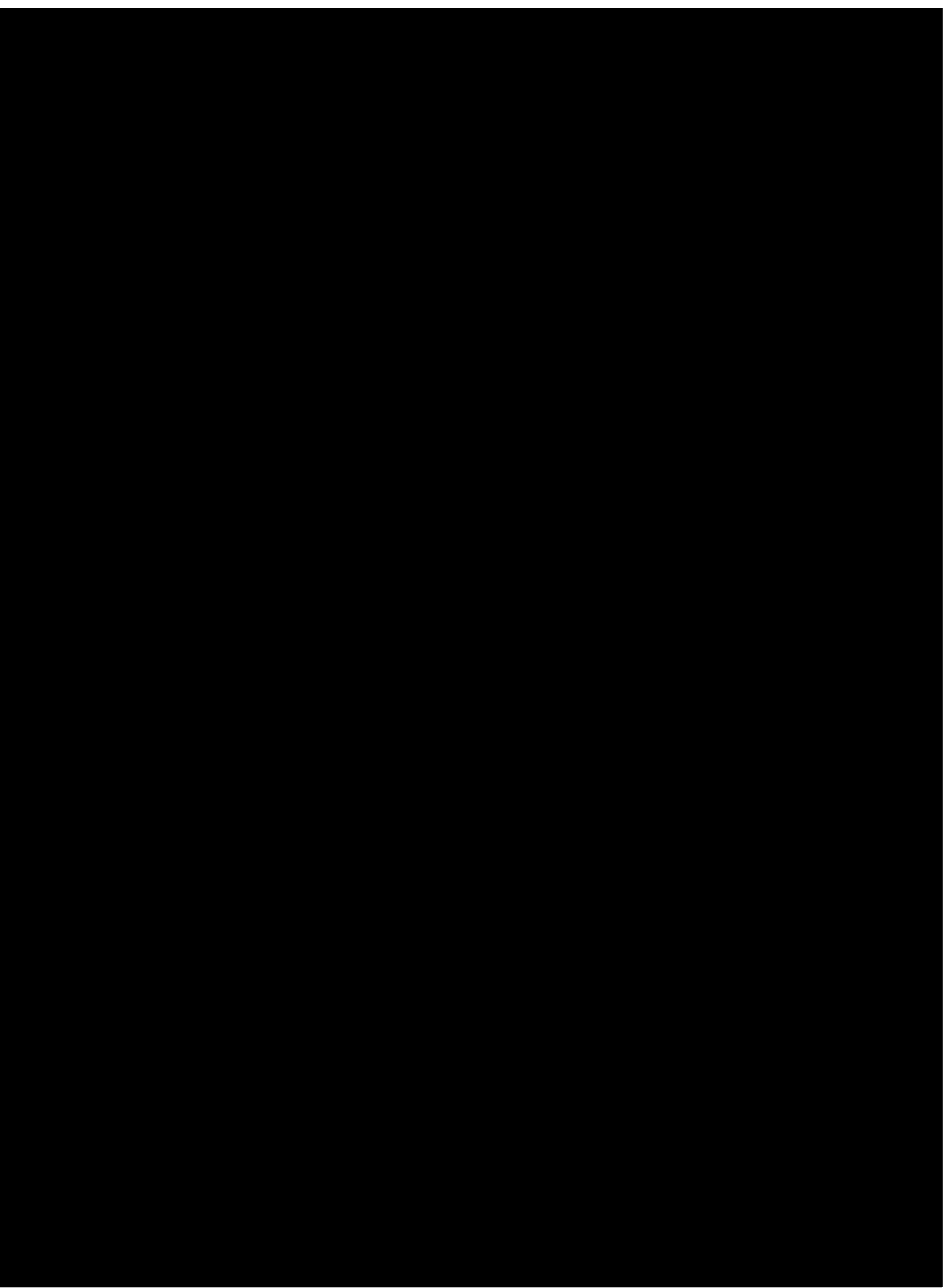


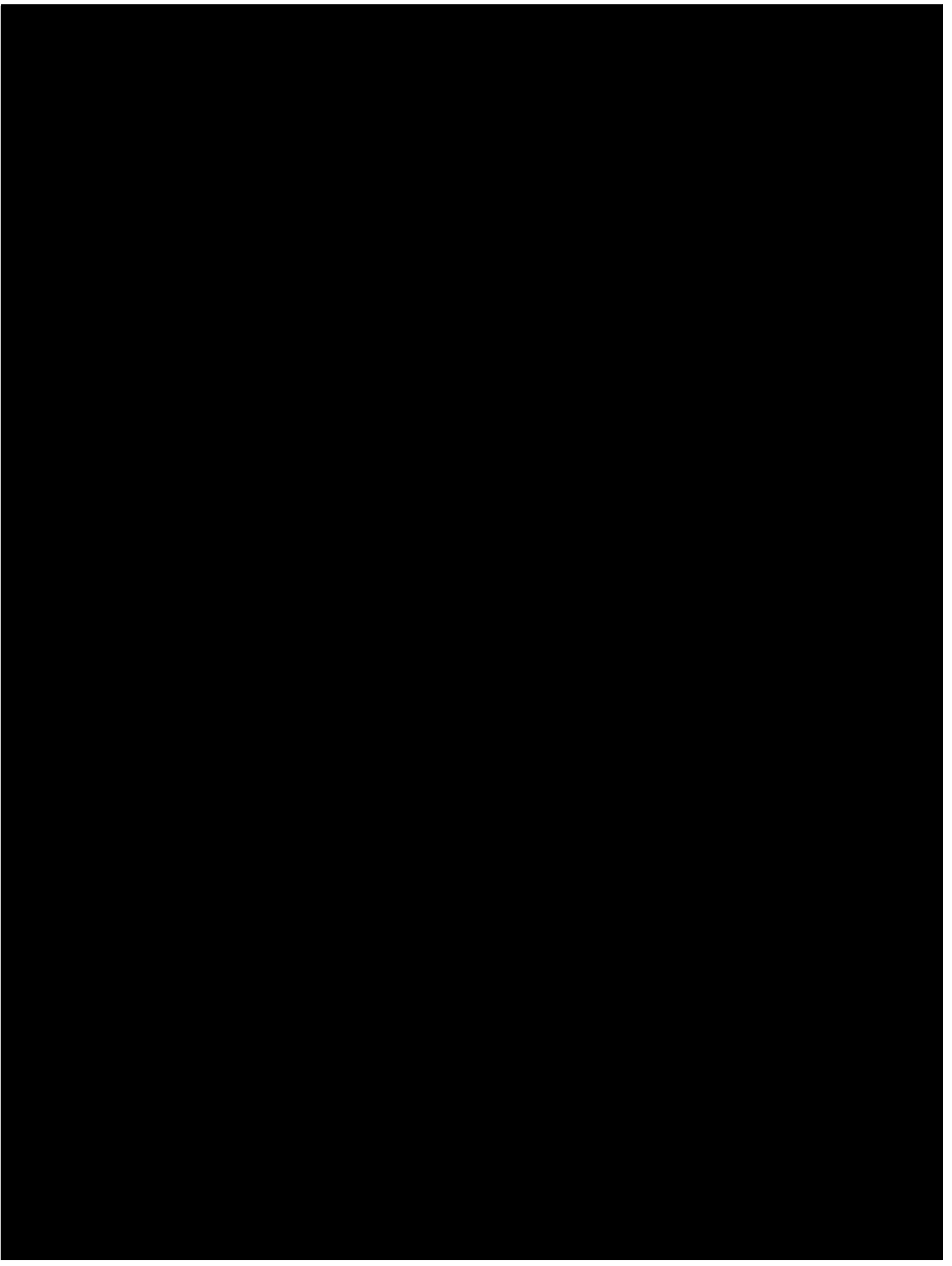


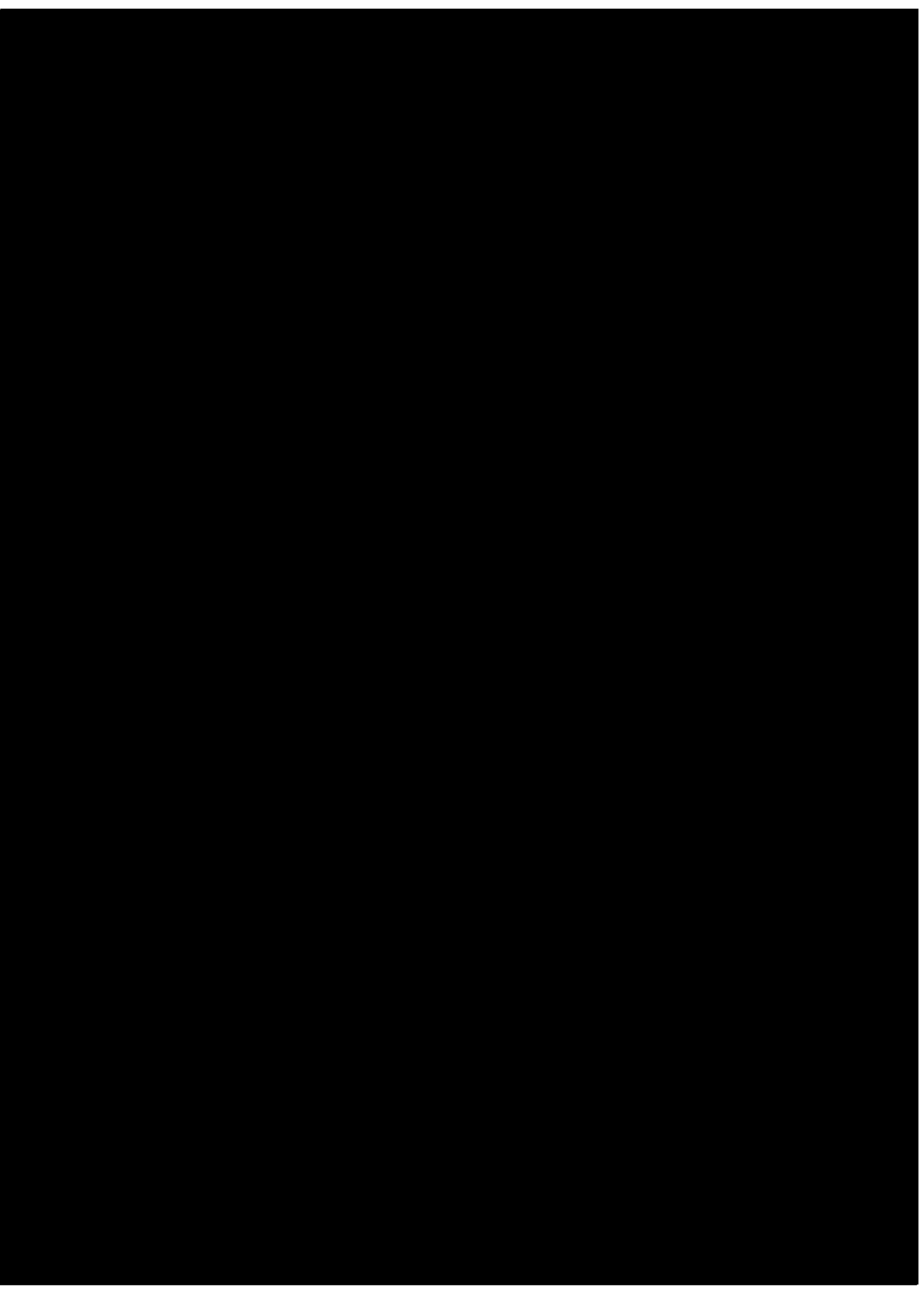


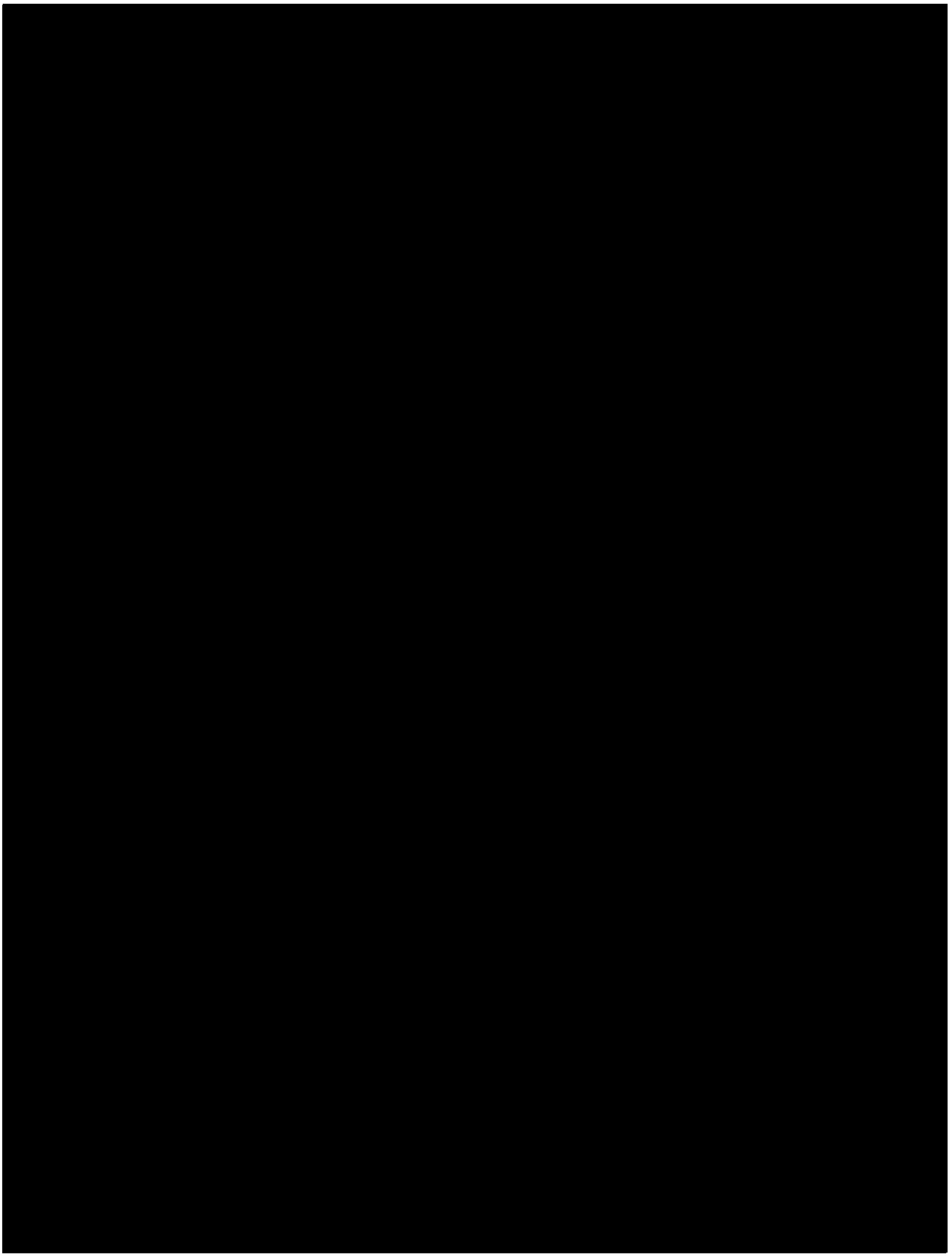


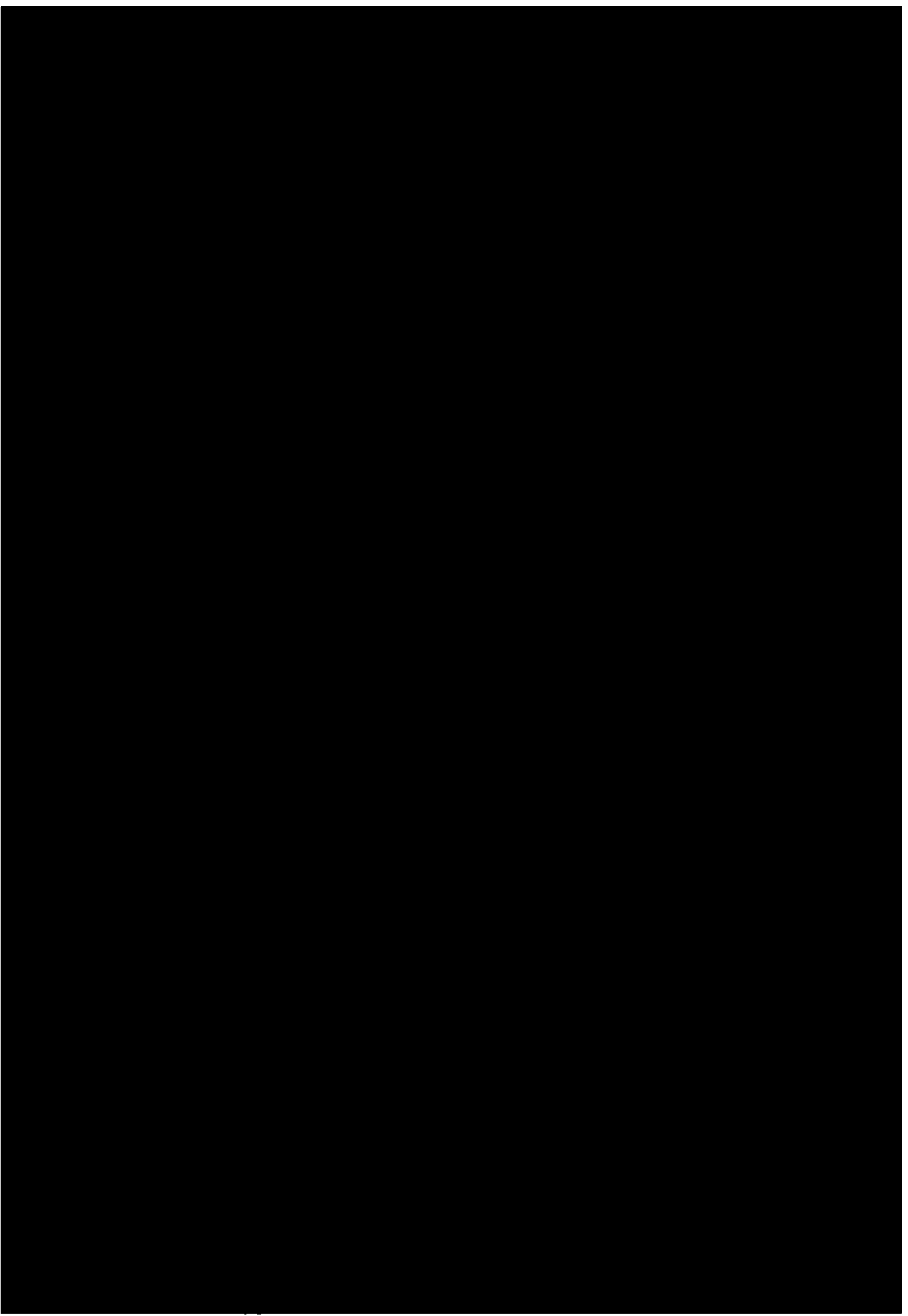


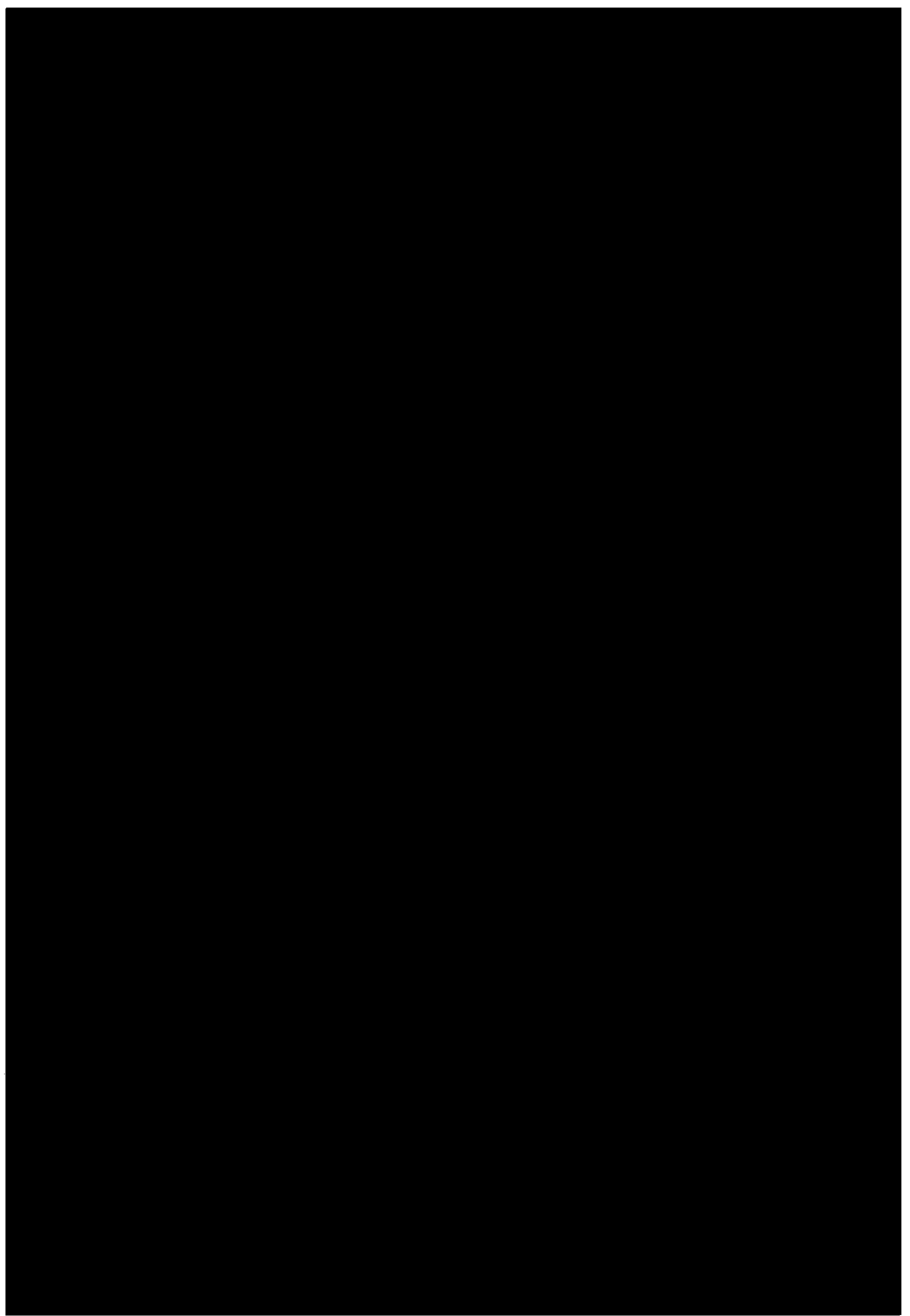


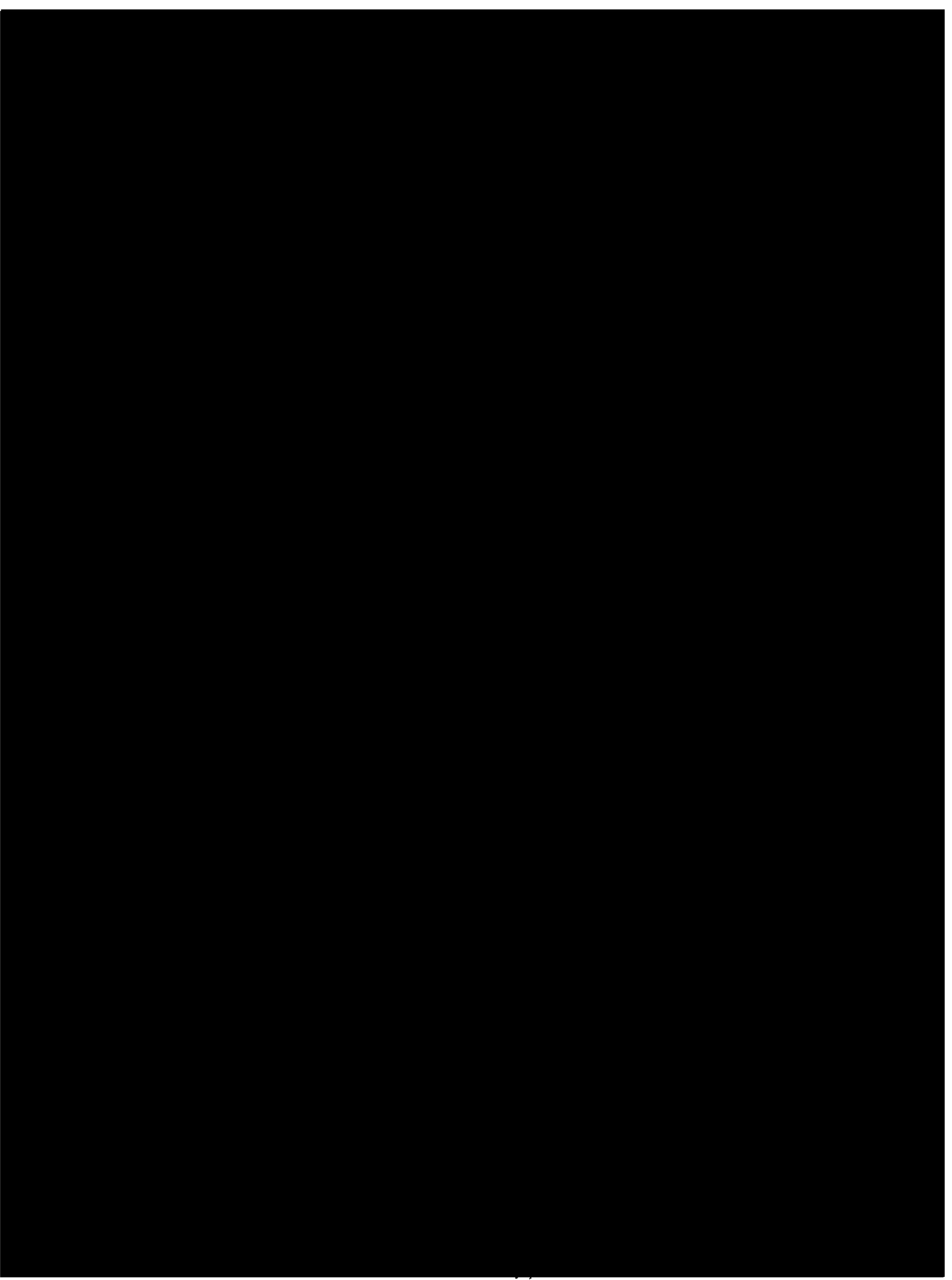


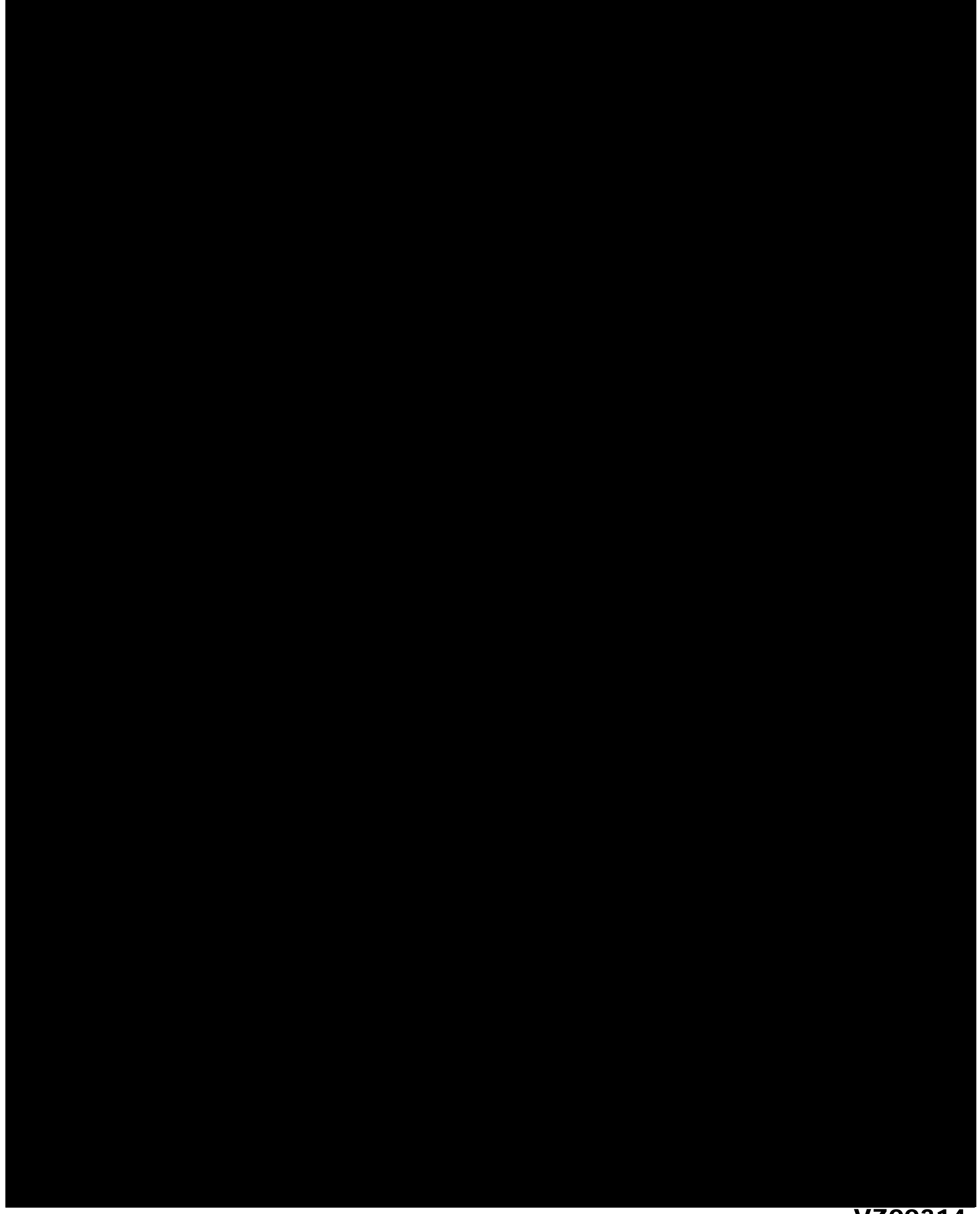


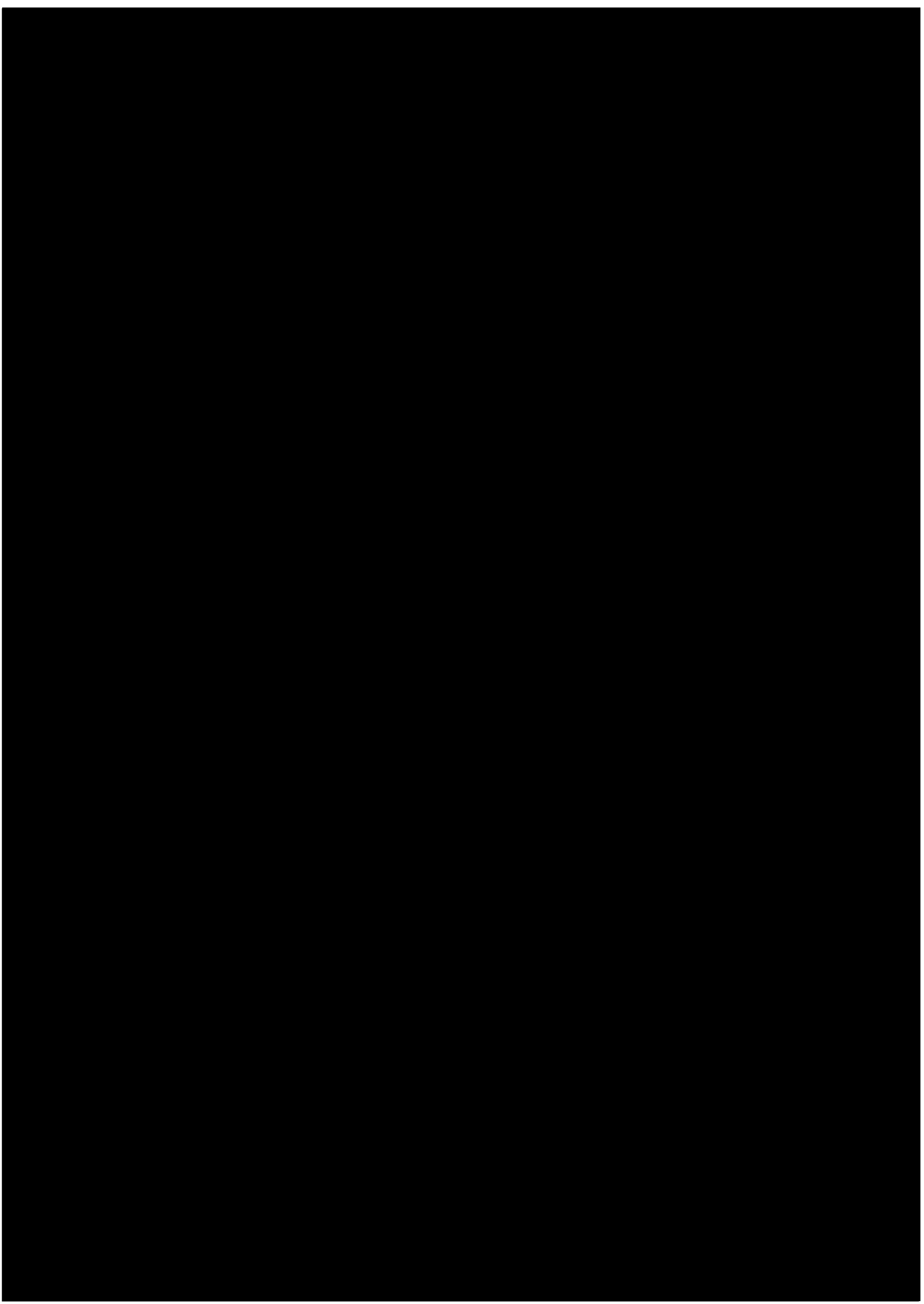












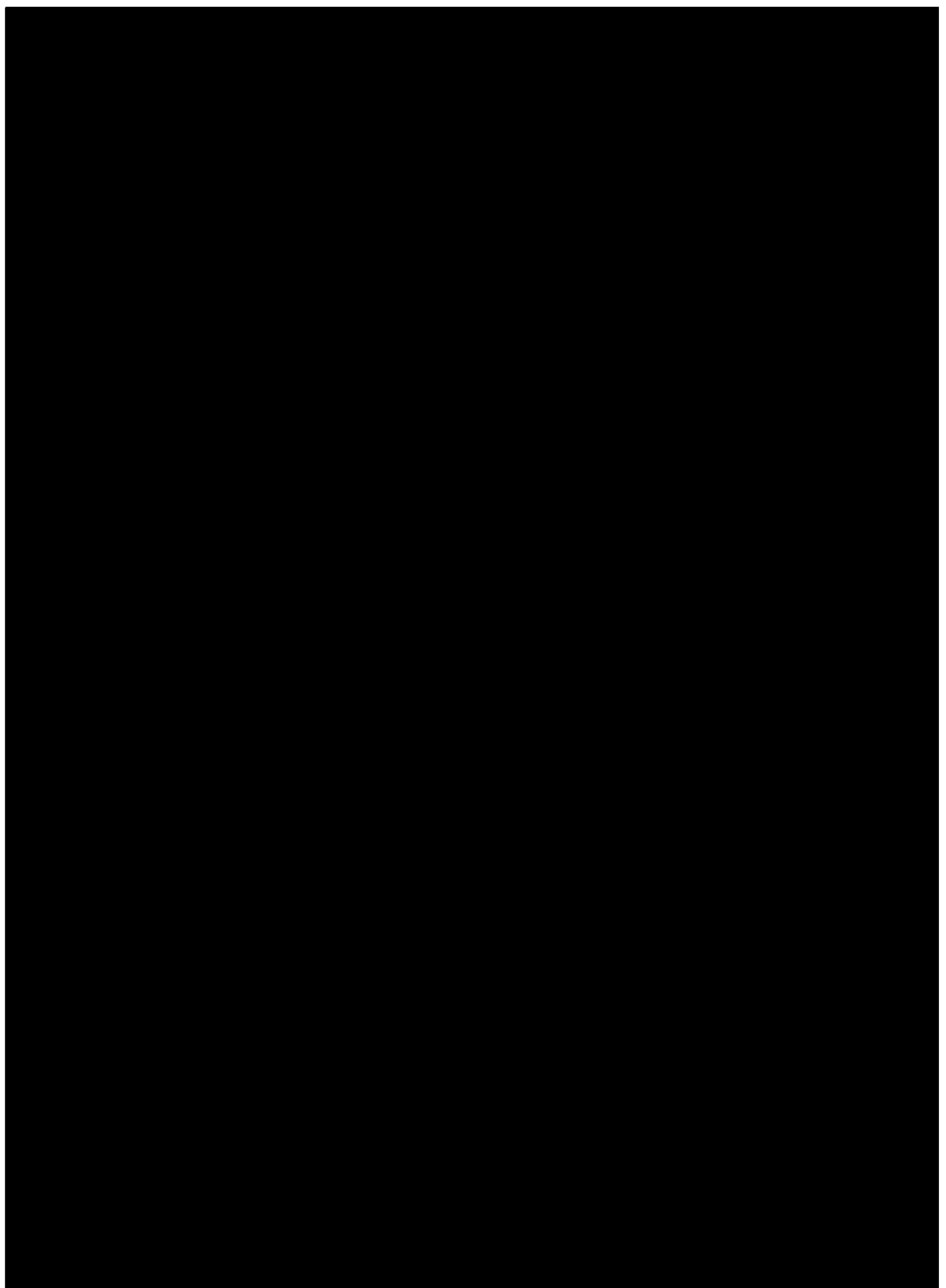


Exhibit 7

PUBLIC VERSION

GENERAL AGREEMENT

FOR THE

JOINT USE OF POLES

BETWEEN

PENNSYLVANIA ELECTRIC COMPANY

AND

THE BELL TELEPHONE COMPANY OF PENNSYLVANIA

(EFFECTIVE APRIL 1, 1986)

PUBLIC VERSION

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This Agreement made this 12th day of May 1986 between The Bell Telephone Company of Pennsylvania, a public utility corporation of the Commonwealth of Pennsylvania, a Pennsylvania corporation having its principal office in the City and County of Philadelphia, hereinafter called Bell, and Pennsylvania Electric Company, a public utility corporation of the State of Pennsylvania, hereinafter called Penelec, a Pennsylvania Corporation having its principal office in the City of Johnstown, County of Cambria, Pa.

WITNESSETH:

WHEREAS, Penelec and Bell desire to cooperate in keeping pole plant at a minimum in the territory covered by this Agreement and to provide for the joint use of their respective poles when and where joint use shall be of mutual advantage in meeting their service requirements.

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

ARTICLE I

SCOPE OF AGREEMENT

A. This Agreement shall be in effect in all of the territory of the Commonwealth of Pennsylvania in which both parties to this agreement now or may hereafter operate in common, and shall cover all poles of each party in the territory, when said poles are brought hereunder in accordance with the procedures hereinafter provided.

B. Each party reserves the right to exclude from joint use (1) poles which, in Owner's judgment, are necessary for its own sole use; (2) poles which carry, or are intended to carry, circuits of such character that in the Owner's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable; and (3) poles where, in the Owner's judgment, joint use would not prove economical.

ARTICLE II

DEFINITIONS

For the purpose of this Agreement, the following terms shall mean:

ATTACHMENTS means all wires, cables, appliances, apparatus, fixtures and appurtenances of every description now or hereafter used on poles of either party in its business.

JOINT USE POLE means a pole which under this Agreement is occupied by attachments of both parties at the time of execution of this Agreement or thereafter and includes steel I-Beam stub poles.

LICENSEE means the party to whom the right of joint use of any pole has been granted by the Owner.

NORMAL SPACE is the following described space on a joint use pole for the use of each party, respectively, except that attachments of one party may be located in the space normally set aside for the other party so long as such attachments are made in accordance with Article III - Specifications:

1. A space of nineteen (19) feet above the ground line shall be for the common use of both parties. The next three (3) feet shall be designated telephone space, above which shall be the standard separation space as established by the National Electrical Safety Code in effect at the time the pole became a joint use pole between communication facilities and power facilities. The remaining space to the top of the pole shall be designated power space.

OWNER means the party having title to and full ownership of any pole.

ISOLATED SERVICE NEUTRAL is a customer service neutral (electrical) which is not interconnected with the common neutral (electrical) of the primary distribution circuit.

PUBLIC VERSION

ARTICLE III

SPECIFICATIONS

Each of the parties hereto shall construct and maintain its jointly used poles and its attachments on all jointly used poles in accordance with the applicable edition of the National Electrical Safety Code, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

Any existing joint use construction of the parties completed prior to this agreement, which does not conform to these requirements shall be brought into conformity therewith as soon as practicable.

ARTICLE IV

ADMINISTRATIVE COMMITTEE

A. An Administrative Committee shall be established consisting of four members, two from each company. It shall be the responsibility of the Administrative Committee to interpret the Agreement, arbitrate questions, and to resolve problems arising from the operation of the Agreement. The Administrative Committee shall also be responsible for:

1. Establishing such applications and permitting forms and procedures required in the licensing and recording of joint pole usage.

2. Recalculation of pole compensation rates as prescribed in Article XVI.

3. Publication and maintenance of any interpretations, practices, and administrative procedures necessary to implement the administration of the Agreement, consistent with the terms hereof.

4. Establishing a schedule of rates for billing purposes.

B. The Administrative Committee will meet as often as required but must meet at least once annually. The Chairmanship of the Committee shall be rotated between the companies on a yearly basis.

VZ00323

ARTICLE V

ESTABLISHING JOINT USE OF NEW POLES

A. Whenever either party requires new pole facilities, either as an additional pole, a new pole line, or an extension of any existing pole line, where neither party has existing pole facilities, it shall promptly notify the other party's local representative, in writing, in order to determine the desirability of joint use. The other party shall promptly respond. Both parties shall make a good faith effort to give advance oral notification.

B. If joint use is agreed upon, the parties shall cooperate in designing the proposed construction to meet the needs of both parties. Ownership of new pole structures will be determined by mutual agreement. The party which is to become Licensee will submit to Owner an application for joint use in such form and manner as may be agreed upon and established by the Administrative Committee. An authorized representative shall signify his authorization of the proposed joint use by promptly signing and returning the application as soon as the new pole structure is in place, the signed document thereby constituting a license for joint use.

C. If joint use cannot be agreed upon, the parties shall cooperate to determine the most practical and economical method of effectively providing separate lines.

ARTICLE VI

ESTABLISHING JOINT USE OF EXISTING POLES

A. Whenever either party desires to make an initial attachment to or reserve space on any pole owned by the other party, it shall make written application in such form and manner as may be agreed upon and established by the Administrative Committee. The Owner shall signify his authorization of the proposed joint use by promptly signing and returning the application, it thereby constituting a license for joint use. Either party has permission to attach to the other party's poles, without prior notification except those excluded from joint use as determined by the company representatives and only if the pole is of sufficient height, strength, and proper clearances to accommodate joint use provided, however, that written application for joint use shall be made to the Owner within ten (10) working days thereafter.

B. If the pole is available for joint use but requires rearrangement of the Owner's facilities, the Owner will cooperate to make such rearrangements as may be necessary to allow the existing pole to be brought into joint use. Where the pole is inadequate and such rearrangement is not reasonable, the pole shall be replaced. Each party shall be responsible for placing, transferring and rearranging its own facilities.

C. The parties hereto recognize that projects by either party which require large numbers of pole replacements could significantly affect the financial and manpower capacities of the other party. Each, therefore, agrees to give maximum notice of any such plans so as to provide sufficient interval for preparations. Neither party, as Owner, is obligated by the Agreement to replace poles for Licensee in such numbers as would be, in Owner's judgment, prejudicial to Owner.

D. A disagreement which cannot be resolved by the supervisors of each party shall be referred to the Administrative Committee.

ARTICLE VII

JOINT USE - ADDITIONAL REQUIREMENTS

A. A cooperative effort shall be made by both parties to fully utilize an existing joint use pole by adjusting facilities before a pole replacement is made. Whenever a joint pole replacement is required, the location of the new pole shall be mutually acceptable.

B. When a joint use pole must be replaced due to requirements of Owner, Owner shall notify Licensee, in writing, of the pending replacement. Licensee shall promptly respond, in writing, stating whether or not any special considerations are desired. Both parties shall make a good faith effort to give advance oral notification.

C. When a joint use pole must be replaced due to requirements of Licensee, Licensee shall request Owner, in writing, to replace such pole. If Owner cannot make such replacement, then Licensee may, with Owner's permission, make the replacement and Owner will transfer its facilities. Owner will retain ownership unless otherwise mutually agreed to and Licensee will be reimbursed by Owner in accordance with a schedule of rates established by the Administrative Committee. The replacement of large numbers of poles shall be as stated in Article VI.

D. If any joint use pole requires relocation or replacement for reasons for which neither party is solely responsible, including requirements of public authority, Owner shall at its own cost make such relocation or replacement and each party shall be responsible for the transfer of its facilities. Removal of the old pole shall be in accordance with Paragraph F, below.

E. If either party requires an additional joint use pole to be installed in an existing line, the placing and ownership of the pole shall be determined by mutual agreement.

F. Each party will assume its own transfer charges. However, the parties recognize the need for cooperation in locating replacement poles so that both parties' facilities are adequately provided for and transfer costs minimized. The last party to transfer from the old pole will remove and dispose of the old pole unless otherwise instructed by Owner. Responsibility for third party attachments shall be as specified in Article XIII.

G. When a pole is replaced, the replacing party shall notify the other party when the replacement is completed.

H. When mutually agreeable, additional pole height may be provided by a pole top extension in order to defer a pole replacement. Penelec will supply and install pole top extensions at the expense of the party requiring the additional joint use pole height. Each party shall make such rearrangement of its facilities as may be required, at its own cost and expense, in order to permit the use of a pole top extension.

ARTICLE VIII

MAINTENANCE

A. Owner shall, at its sole expense, maintain its joint use poles in a safe and serviceable condition and in accordance with the specifications of Article III.

B. When replacing a jointly used pole carrying terminals of aerial cable, underground connections, or transformer equipment, the new pole shall be set as near as practicable to the hole which the replaced pole occupied unless special conditions make it necessary or mutually desirable to set it in a different location.

C. Owner shall give Licensee written notice of all pending joint use pole replacements and Licensee shall reply within ten (10) working days whether or not any special considerations are desired. Emergency replacements by owner which do not permit sufficient interval for written notification are excepted.

D. Each party will assume its own transfer charges. However, the parties recognize the need for cooperation in locating replacement poles so that both parties' facilities are adequately provided for and transfer costs minimized. The last party to transfer from the replaced pole will remove and dispose of the replaced pole unless otherwise instructed by Owner. Responsibility for third party attachments shall be as specified in Article XIII.

ARTICLE IX

RIGHT OF WAY

No guarantee is given by Owner for permission from property owners, municipalities or any other party for the use of its poles by Licensee. Licensee shall, at its own expense, secure all necessary rights of permissions from the owners of property and public authorities involved for use of Owner's poles by Licensee. The parties may, if mutually agreeable, elect to secure joint rights of way or permissions.

ARTICLE X

GUYING

A. Each party shall place, at its own expense, guy wires required for the support of its own wires and appliances on joint use poles.

B. In connection with the erection of poles for joint use either as an additional line, line extension or reconstruction of an existing line, Owner shall place, at its own expense, multi-eye anchors of sufficient strength for mutual use at common guying points.

C. Authorized company representatives will determine required strength of joint use anchors.

D. Anchors required solely for the purposes of one of the parties shall be placed by and at the expense of that party.

PUBLIC VERSION

ARTICLE XI

TRIMMING AND CLEARING

Each of the parties shall be responsible for the initial and/or maintenance trimming or cutting of trees as may be necessary to clear its own wires and attachments on jointly used poles provided, however, that the parties may agree, in cases mutually advantageous, that one of the parties will arrange for trimming to clear the wires and appliances of both parties, the cost thereof to be shared upon such basis as has been agreed upon prior to the start of work.

ARTICLE XII

BONDING & GROUNDING

A. In connection with the joint use of poles hereunder, inductive and protective coordination measures make desirable the interconnection of Bell's cable plant and/or protective equipment with Penelec's system neutral. In no case shall interconnection be made to a ground wire that is not connected to a system neutral, such as a lightning arrester, or any other ground where the connection to the system neutral is not clearly visible. Caution shall be exercised by both parties to prevent nullification of an isolated service neutral (electrical) at a customer location.

B. At a pole where there is an existing vertical ground wire connected to Penelec's system neutral, Bell may place bond wire connecting its cable strand and/or guy to the vertical wire at telephone grade location.

C. At a pole where there is not an existing ground wire connected to Penelec's system neutral, Bell may place a coiled length of bond wire connected to its cable strand and/or guy and request Penelec to connect bond wire to the system neutral.

D. Bonding as may be required between a Bell guy and a Penelec guy not attached to the same anchor rod may be placed and connected by either party.

VZ00327

PUBLIC VERSION

ARTICLE XIII

THIRD PARTY ATTACHMENTS

A. Each party shall be solely responsible for facilities owned by its respective customers which are attached to jointly used poles. Such customer-owned attachments shall be limited, as to any pole, to such number as will not interfere with the use of the pole by both Owner and Licensee. Customer owned facilities are those which are owned by the customer and used solely for the purpose of providing service to the customer residence or building. It is understood and agreed that the general license granted hereunder is intended to include such customer-owned facilities.

B. Each party consents to the attachment of a third party when attachments of the third party are made in accordance with the National Electrical Safety Code and the specific requirements of both Owner and Licensee.

C. All contracts covering the attachment to joint use poles by third parties, other than customers of the Licensee, shall be made by Owner.

D. The attachments by third parties are, for the purpose of this Agreement, considered to be the responsibility of Owner.

ARTICLE XIV

SERVICE REQUIREMENTS & EMERGENCY SITUATIONS

A. In the event Owner of existing joint use poles or the party to become Owner of new joint use poles does not install, replace or relocate such poles in time to meet the service requirements of Licensee, Licensee may request permission from Owner to proceed with such work as is necessary to meet Licensee's service requirements and, if granted, complete such work and bill Owner according to the schedule of rates established by the Administrative Committee.

B. In the event of emergency situations, Licensee may, upon notice to Owner, install, replace or relocate such poles as may be necessary to alleviate said emergency conditions. Upon completion of such work, Owner shall reimburse Licensee in accordance with the schedule of pole rates referred to in paragraph A, provided the ownership of the pole does not change.

VZ00328

ARTICLE XV

CHANGES IN OR REMOVAL OF WIRES AND ATTACHMENTS

A. Whenever either party desires to change the character of its circuits on any joint use poles and such change might affect the inductive nature of the facility, or which will result in increased or decreased clearance separations as provided in Article III, that party shall notify the other party in writing of such contemplated change and the joint use of such poles shall continue with such changes in construction as may be required to meet the terms of Article III. Should the parties fail to agree upon conditions which would permit continued joint use, they shall then cooperate to determine the most practical and economical method of effectively providing for separate lines and the equitable apportionment of the net expense involved. In the event that the parties cannot agree as to the method of effectively providing for separate lines, Licensee shall remove its attachments from the jointly used poles at its expense.

B. Licensee may, at any time, remove all of its wires and appliances from any of Owner's poles. Any liabilities, fees or charges incurred under this agreement prior to the removal shall not be terminated or affected thereby.

C. Owner may, at any time, abandon the use of any licensed joint use pole. If Owner is not obligated to remove such pole, Owner shall give Licensee thirty (30) days notice in writing to remove its attachments or purchase such pole for an equitable sum as may be agreed upon by parties. If Licensee elects to purchase said pole, Owner shall deliver to Licensee an appropriate instrument transferring title thereto. If Owner is obligated to remove such pole upon abandonment by it or if Licensee elects not to purchase, Licensee shall remove its facilities.

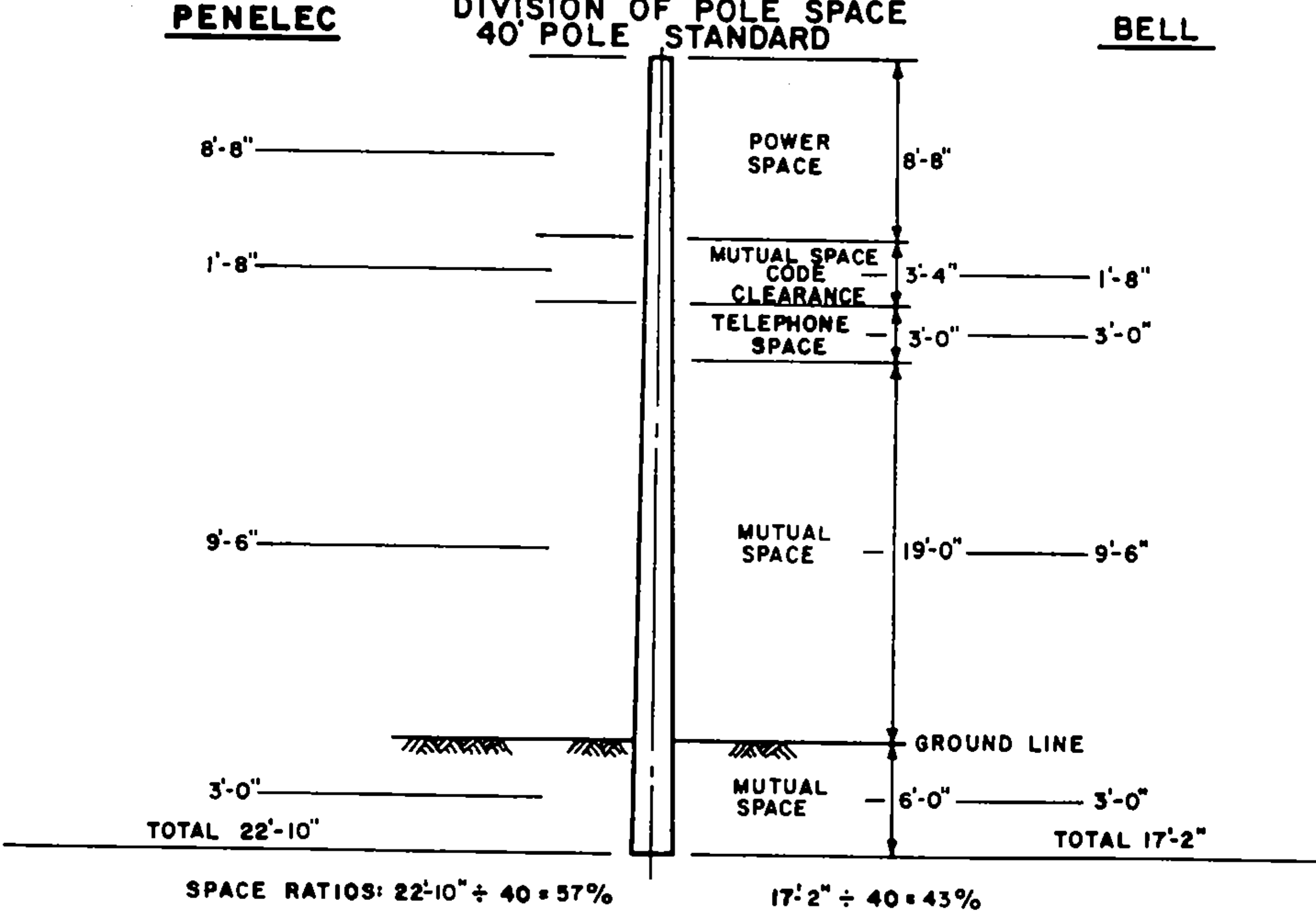
D. Upon such transfer of ownership, the party to whom the ownership of poles is transferred shall thereafter defend and save harmless the party from whom the ownership is transferred from all detriment, damage, losses, liability, claims, demands, suits, costs and expenses of every kind and description, by reason of or in any way resulting from the presence, maintenance, operation or removal of said transferred poles or the wires and appliances thereon, or by reason of the acts or negligence of the agents or employees of the party to whom the ownership is transferred in maintaining, operating or removing said transferred poles and the wires and appliances thereon, or their acts or negligence while engage in such work provided, however, that any liability incurred prior to the transfer of ownership shall not be terminated or affected thereby.

ARTICLE XVI

COMPENSATION

A. Compensation shall be paid to Owner by Licensee for each of Owner's poles to which Licensee is attached except clearance attachments as stated in Paragraph E. Push braces are considered to be guys.

B. The amount of compensation will be based upon the annual carrying cost applicable to distribution poles of both parties and the relative usage by each party of an average joint use pole expressed as a percentage. For the purpose of calculating compensation, an average joint use pole is established as being a forty foot (40') wood pole with 43% of such pole being utilized by Bell and 57% of such pole being utilized by Penelec. Thus, Bell will annually pay to Penelec an amount equal to 43% of the Penelec annual carrying cost for each pole owned by Penelec to which it is attached. Penelec will annually pay to Bell an amount equal to 57% of the Bell annual carrying cost for each pole owned by Bell to which it is attached. Pole space utilization has been determined by the following drawing and associated computation:



ARTICLE XVI

COMPENSATION
(Continued)

C. On or before the first day of May of each year, the Administrative Committee will calculate the pole compensation fees for that year as follows:

1. Each Company will calculate its average Annual Carrying Cost (ACC) for distribution poles.

2. Calculating of the compensation fees:

   C_T = ACC x .57

   C_P = ACC x .43

   Where:

   C_T = Compensation for Bell owned poles to which Penelec is attached.

   C_P = Compensation for Penelec owned poles to which Bell is attached.

D. Payments of all compensation under this Agreement shall be due and payable as of June 30th of each year during the continuance of this Agreement, and will be based on the number of poles jointly used as of the last day of the preceding March. The party having the net credit balance shall render a bill therefore to the other party.

E. No compensation shall be paid by the Licensee for the joint use of any pole of the Owner where such use consists only in attaching thereto wires or cable of the Licensee for the purpose of providing clearance between the pole and such wires or cables and not for the purpose of supporting the said wires or cables.

ARTICLE XVII

PAYMENT OF TAXES

Owner shall pay all taxes and fees legally levied on joint use poles except where authorites levy taxes or fees legally on each party in which case each shall be responsible for payment as stipulated by law.

ARTICLE XVIII

ASSIGNMENT OF RIGHTS

Neither party shall assign or otherwise dispose of this Agreement or its rights or interests hereunder or in any of the poles or attachments covered by this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld provided, however, that nothing herein shall prevent or limit the right of either party, nor shall such written consent be required, to make a lease or transfer any or all its property, rights, privileges and franchises to another corporation organized for the purpose of conducting a business of the same general character as that of the lessor or transferor, or to enter into any lawful merger or consolidation, or to make a general mortgage of all its property, rights, merger, consolidation or mortgage, the rights and obligations acquired under this Agreement shall pass to the lessee, assignee, merging or consolidating company or trustee under such mortgage. All liabilities hereunder shall bind and all rights acquired hereunder shall inure to the successors and assigns of the parties to the extent in this Article provided.

ARTICLE XIX

WAIVER OF TERMS OR CONDITIONS

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

ARTICLE XX

DEFAULTS

A. If Licensee shall be in default in any of its obligations stipulated herein, and such default continues for a period of ninety (90) days subsequent to written notice given by Owner, Owner may, if it so elects, permanently terminate Licensee's right to attach to poles with respect to which such default exists, in which event Licensee shall promptly remove its attachments from such poles at its expense and upon the failure of Licensee to so remove its attachments Owner may remove such attachments and Licensee shall pay Owner the cost of such removal. Such termination shall not be construed as a waiver of the right to enforce any liabilities for costs incurred or to be incurred for the collection of any sums theretofore or thereafter due.

B. If Owner shall be in default in any obligations stiuplated herein, and such default continues for a period of ninety (90) days subsequent to written notice thereof given by Licensee, Owner hereby agrees to pay in connection with such default, all costs and expenses reasonably incurred by Licensee as a result of such default in assuring the safety and adequacy of its service.

PUBLIC VERSION

ARTICLE XXI

TERM OF AGREEMENT

This Agreement shall become effective on April 1, 1986 and, subject to the conditions of Article XX, DEFAULTS, herein, this Agreement may be terminated, so far as concerns further granting of joint use, by either party hereto at the expiration of five (5) years from the effective date hereof upon one (1) year's notice in writing to the other party of an intention so to terminate it; provided, that if not so terminated, it shall continue thereafter until terminated by either party at any time upon one (1) year's notice in writing to the other party as aforesaid: and provided further that notwithstanding such termination, this Agreement shall remain in full force and effect with respect to all poles jointly used by the parties hereto at the time of such terminations and to any replacement of such poles.

ARTICLE XXII

CANCELLATION OF PREVIOUS AGREEMENTS

The Agreement dated April 1, 1947, and the supplemental agreements dated March 9, 1961, April 18, 1967, May 3, 1971 and April 5, 1984, and any other such agreement or supplement, between the parties or their predecessors for the joint use of poles within the territory covered by this Agreement are considered to be terminated individually according to the terms of each agreement involved and after the effective date of this Agreement shall be, and the same hereby are null, void, and of no further force and effect and all existing joint use poles are hereby brought under and subject to the terms and conditions of this Agreement provided, however, that any liability that had been incurred under such existing agreements prior to the date of termination shall be established as provided in that Agreement, except that ownership shall be determined as of the date such liability was incurred.

VZ00333

In witness whereof, the parties have caused this Agreement to be duly executed the day and year first above written.

Pennsylvania Electric Company

Attest:

Assistant Secretary

by

J. A. Poole - Vice President

The Bell Telephone Company of Pennsylvania

Attest:

Assistant Secretary

by

President & CEO

PUBLIC VERSION

Issue No. 2 4-1-86

GUIDE TO PRACTICE

Interpretation and Administration Procedures

of

General Joint Use Agreement

between

Pennsylvania Electric Company

and

The Bell Telephone Company of Pennsylvania

Dated: April 1, 1986

PUBLIC VERSION

Issue No. 2 4-1-86

INDEX OF GUIDE TO PRACTICE

GENERAL JOINT USE AGREEMENT

BETWEEN

PENNSYLVANIA ELECTRIC COMPANY

AND

THE BELL TELEPHONE COMPANY OF PENNSYLVANIA

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GUIDE TO PRACTICE

In Connection With General Joint Use Agreement Between

Pennsylvania Electric Company
and
The Bell Telephone Company of Pennsylvania

Dated: May 12, 1986
Effective: April 1, 1986

- - - - - - -

To establish uniform practices and procedures applying to joint use of poles under the terms of the General Joint Use Agreement dated (Effective date April 1, 1986) between Pennsylvania Electric Company (Penelec) and The Bell Telephone Company of Pennsylvania (Bell) the following interpretation of the terms of the Agreement and working practices are herein set forth. It is understood that nothing herein contained shall alter or cancel any part or parts of this Agreement, and furthermore, that these interpretations may be changed at any time by mutual consent upon request of either party.

INTERPRETATION OF AGREEMENT

I. Article IV - Administrative Committee

No. 1 Forms and Procedures

DN-89 Joint Use Source Document shall be the form used by both companies for attachments to each others poles (Exhibit I). See the attached instructions for using this document.

DN-24 Notice of Abandonment of Joint Poles and Transfer of Ownership shall be the document used to transfer ownership of poles from the Owner to the Licensee (Exhibit II).

No. 2 Compensation - Refer to Article XVI on Agreement Pages 10 and 11.

Both companies shall include the following cost factors in the compensation calculation:

A. Depreciation Expense
B. Operation and Maintenance Expense
C. Rate of Return
D. Income Taxes
E. PA Capital Stock Tax
F. Administrative and General Expense

EXAMPLE

	Poles		Annual Carrying Cost		Usage Ratio		Compensation
Poles Owned By Penelec	75179	X	$ 44.13	X	.43	=	$1,426,589.19
Poles Owned By Bell	41360	X	$ 43.70	X	.57	=	$1,030,236.24
Net Compensation Due Penelec							$ 396,352.95

I. Article IV - Administrative Committee (Continued)

No. 3 Accounting for Pole Change Out Costs

Costs incurred by Pennsylvania Electric Company will be accumulated on a Miscellaneous Sales Order in conjunction with a blanket work order and billed on the Miscellaneous Sales Order.

Costs incurred by Bell Atlantic - Pennsylvania will be accumulated and billed on a custom work order.

Pole change out costs between the two companies will be billed in accordance with the pole price schedule that is listed below.

No.4 Pole Price Schedule for Change Outs - refer to Article XIV on Agreement Page No. 8

The following price schedule has been agreed upon by the parties for use in connection with operations under the Agreement and should be revised annually, as required.

Schedule of Prices - All Kinds of Poles - 100% Condition

	Reciprocal Price Schedule	
Pole Size	Service Related	Emergency Related
35'	$ 633.00	Actual Costs*
40'	682.00	Actual Costs*
45'	711.00	Actual Costs*
50'	826.00	Actual Costs*
55'	884.00	Actual Costs*
60'	1,162.00	Actual Costs*
65'	1,812.00	Actual Costs*

*All direct and indirect costs associated with a pole relocation or replacement, including but not limited to appropriate overheads, meals and transfer costs.

II. Article V - Establishing Joint Use of New Poles

The work order or sketch shall be the written document to notify the other company of joint use construction. A direct verbal contact should be conveyed to the other company in advance of the work order notification to enable the other company to determine if joint use is desirable. An "Approved For Joint Use" stamp (Exhibit III) must be placed on the work order to verify that both parties have knowledge of the pending construction. If the Licensee desires to reserve space on the new pole(s), the Licensee must notify the Owner in a manner which is clearly understood. The pole numbers which are to be reserved for joint use should be circled in red on the work order sketch. This will eliminate any doubt by the Owner as to which poles are to be reserved for joint use. The company desiring to reserve space on the new facilities must reply within thirty (30) days.

VZ00338

III. Article VII - Paragraph D

This article refers only to circumstances where a third party requests the change out. Vehicle accidents are covered under Article XIV.

IV. Article IX - Right-of-Way

At the time of execution of Form DN-24, Notice of Abandonment of Joint Poles and Transfer of Ownership, right-of-way which was obtained in conjunction with the pole which is to be abandoned should be conveyed to the purchasing company. If the right-of-way is not available or may not legally be assigned, the new Owner must be notified.

V. Articles XI - Trimming and Clearing

When building new lines, it is usually mutually advantageous to have one contractor trim or clear the right-of-way for both companies. It is recommended by the Administrative Committee that both parties agree to the sharing of costs prior to construction.

VI. Article XV - Paragraph C

Use this schedule for pricing pole abandonments.

Present Value in Place - Percent of "New" Full Value Based on 30 Year Life

Remaining life		Percent
25 years or more	remaining life -	100%
20 through 24 years	remaining life -	80%
15 through 19 years	remaining life -	60%
10 through 14 years	remaining life -	40%
6 through 9 years	remaining life -	20%
3 through 5 years	remaining life -	10%
less than 3 years	remaining life -	0%

Example

40' wood pole with 15 thru 19 years of remaining life = $535.00 X .60 = $321.00 remaining life value. Licensee will be billed $321.00 on the transfer of ownership (Form DN24).

EXHIBIT NO. 1

JOINT USE SOURCE DOCUMENT

FIELD CHECKED: ☐ YES ☐ NO

PENNSYLVANIA ELECTRIC COMPANY — DATE

SERVICE DATE

FIELD CHECKED: ☐ YES ☐ NO

TELEPHONE COMPANY — DATE

SOURCE NO.

PENELEC DIST	PENELEC POLE NUMBER	TELEPHONE COMPANY EXCHANGE	ALPHA	TELEPHONE CO. POLE NO LEAD/ SECTION NO	TELEPHONE CO. POLE NO POLE NO				POLE SIZE				EXT HGT	REM LIFE	REMOVAL	LESS SALVAGE	MISC	ADD ANCHOR	TOTAL BILLING	PENELEC ORDER NUMBER	TELE CO ORDER NUMBER
3	11	12 16	17	18 22	23 26	27	28 30	31	32 1 34	35	36	37	50 54	55 59	63 64	67 68	71 72	75 76	80	38	49

← No INFORMATION REQUIRED →

NOTE #1 COLUMN 27 FRACTION CODES

CODE	FRACTION
	0
2	1/8
3	1/4
4	1/3
5	1/2
6	2/3
7	3/4
8	7/8
9	9

NOTE #2 COLUMN 31 OWNER STATUS CODES

CODE	OWNER	STATUS
1	PENELEC	NEW ATTACHMENT
2	PENELEC	REPLACE POLE
3	PENELEC	REMOVE ATTACHMENT
4	PENELEC	NON RENTAL
5	TELEPHONE	NEW ATTACHMENT
6	TELEPHONE	REPLACE POLE
7	TELEPHONE	REMOVE ATTACHMENT
8	TELEPHONE	NON RENTAL
9	BOTH	RECORD CORRECTION

NOTE #3 COLUMN 37 REQUIREMENTS CODES

CODE	BILLING
0	BILL OWNER NON BETT. AND OR OTHER COSTS
1	BILL LICENSEE ADDITIONAL HEIGHT
2	BILL LICENSEE NON BETTERMENT
4	BILL LICENSEE ADDITIONAL HEIGHT NON BETTERMENT
8	BILL LICENSEE ADDITIONAL ANCHOR
9	BILL LICENSEE OTHER COSTS

ACCOUNTING DEPT.

678

DN 89 268

VZ00340

INSTRUCTIONS

Joint Use Source Document (See Page 1 of the Guide to Practice)

The basic document is a three-part form which is originated by the Licensee to record new attachments to the owner's pole, removal of attachments, etc. Penelec and Bell division or district engineering personnel will prepare the "Joint Use Source Document." When completed, the "Joint Use Source Document" contains the information necessary for establishing a "Master Run" for the pole and its attachments.

For Penelec, the original copy of the "Joint Use Source Document" is forwarded to the Joint Use Department.

Personnel of the Joint Use Department will audit the information on the "Joint Use Source Document." Copy number two (owner's copy) of the "Joint Use Source Document" is mailed to Bell on a weekly basis. This copy may be used as a district file. Copy number three will be retained by the Licensee for a district file. At the end of the month the "Joint Use Source Documents" from the Penelec "System" are sent to the Keypunch Department for punching. The "Joint Pole Cards" and the "Joint Use Source Documents" are returned to the Joint Use Department. The "Joint Use Source Document" is stamped card cut and returned to the division and district offices.

For Bell, the Engineering Department forwards the original copy of the "Joint Use Source Document" to the Keypunching Department. The "Joint Use Source Document" is returned to the Engineering Department and the "Joint Pole Cards" are mailed to the Penelec Joint Use Source Department in Johnstown.

Copy number two (owner's copy) of the "Joint Use Source Document is mailed to Penelec on a weekly basis. This copy may be used as a District file. Copy number three will be retained by the Licensee for a District file.

After receiving Bell Telephone's "Joint Use Cards" from both Harrisburg and Pittsburgh, personnel from the Penelec Joint Use Department merge the "Joint Use Cards" of Bell and Penelec and send them to the Penelec Data Processing Center. The cards are input into the data process equipment, which produces a six-part run.

The six-part run is distributed as follows. One copy is retained by the Penelec Joint Use Department and one copy is separated into Penelec divisions and districts and distributed to the Penelec division and district offices. The last four copies are mailed to Bell offices in Altoona, Bellefonte, Indiana and Warren.

The above procedure is completed on a monthly basis. There is also a semi-annual run (master run) which is generated from the information which is collected on the monthly runs. The semi-annual run (master run) contains all of the information which has been collected on the monthly runs to date. The semi-annual run is distributed in the same manner as the monthly run.

Number____________________

NOTICE OF ABANDONMENT OF JOINT POLES AND TRANSFER OF OWNERSHIP

______________________________ to ______________________________

(Owner) (Licensee)

Under the terms of an agreement dated________________________you maintain wires and appliances on pole(s) of Owner as follows:

Location of pole(s)____

City, Borough or Township, and County

Location Number	Pole Numbers	Pole Length	Present Value	Location Number	Pole Numbers	Pole Length	Present Value
1				13			
2				14			
3				15			
4				16			
5				17			
6				18			
7				19			
8				20			
9				21			
10				22			
11				23			
12				24			

Kindly advise within thirty (30) days from this date if you desire to assume ownership thereof in accordance with and subject to the provisions of said agreement.

Check Applicable Paragraph

☐ Licensee accepts ownership of the pole(s) designated in accordance with and subject to the provisions of said agreement dated

____

☐ Licensee declines the within tender of title and has removed or will remove all its wires and appliances from said pole(s).

____

(Licensee)

By______________________________

Title______________________________

Date______________________________

For and in consideration of the sum of One Dollar and other good and sufficient consideration, receipt whereof is hereby acknowledged, Owner hereby sells, transfers, assigns and sets over to Licensee, its successors and assigns, effective____________________, all of its interest in the pole(s) designated above, and for itself, its successors and assigns, covenants and agrees with Licensee, its successors and assigns, that it will warrant and defend the same against all and every person or persons whomsoever lawfully claiming the same or any part thereof, but Owner does not warrant any right in Grantee to maintain said pole(s).

____

(Owner)

By______________________________

Title______________________________

Date______________________________

APPROVED FOR JOINT USE

- ☐ As Submitted
- ☐ With Exceptions as Noted
- ☐ Clearing R/W. Billing Authorized
- ☐ Does Not Desire to Reserve Space

COMPANY____________________

SIGNATURE____________________

DATE____________________

Exhibit 8

PUBLIC VERSION

GENERAL AGREEMENT

FOR THE

JOINT USE OF POLES

BETWEEN

PENNSYLVANIA ELECTRIC COMPANY

AND

CONTINENTAL TELEPHONE COMPANY OF PENNSYLVANIA

(EFFECTIVE JANUARY 1, 1988)

VZ00345

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This Agreement made this 1st day of January, 1988 between Continental Telephone Company of Pennsylvania, a public utility corporation of the Commonwealth of Pennsylvania, a Pennsylvania corporation having its principal office in the Township of Derry, County of Dauphin, PA,, hereinafter called Continental, and Pennsylvania Electric Company, a public utility corporation of the State of Pennsylvania, hereinafter called Penelec, a Pennsylvania Corporation having its principal office in the City of Johnstown, County of Cambria, Pa.

WITNESSETH:

WHEREAS, Penelec and Continental desire to cooperate in keeping pole plant at a minimum in the territory covered by this Agreement and to provide for the joint use of their respective poles when and where joint use shall be of mutual advantage in meeting their service requirements.

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

PUBLIC VERSION

ARTICLE I

SCOPE OF AGREEMENT

A. This Agreement shall be in effect in all of the territory of the Commonwealth of Pennsylvania in which both parties to this agreement now or may hereafter operate in common, and shall cover all poles of each party in the territory, when said poles are brought hereunder in accordance with the procedures hereinafter provided.

B. Each party reserves the right to exclude from joint use (1) poles which, in Owner's judgment, are necessary for its own sole use; (2) poles which carry, or are intended to carry, circuits of such character that in the Owner's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable; and (3) poles where, in the Owner's judgment, joint use would not prove economical.

ARTICLE II

DEFINITIONS

For the purpose of this Agreement, the following terms shall mean:

ATTACHMENTS means all wires, cables, appliances, apparatus, fixtures and appurtenances of every description now or hereafter used on poles of either party in its business.

JOINT USE POLE means a pole which under this Agreement is occupied by attachments of both parties at the time of execution of this Agreement or thereafter and includes steel I-Beam stub poles.

LICENSEE means the party to whom the right of joint use of any pole has been granted by the Owner.

NORMAL SPACE is the following described space on a joint use pole for the use of each party, respectively, except that attachments of one party may be located in the space normally set aside for the other party so long as such attachments are made in accordance with Article III - Specifications:

1. A space of nineteen (19) feet above the ground line shall be for the common use of both parties. The next three (3) feet shall be designated telephone space, above which shall be the standard separation space as established by the National Electrical Safety Code in effect at the time the pole became a joint use pole between communication facilities and power facilities. The remaining space to the top of the pole shall be designated power space.

OWNER means the party having title to and full ownership of any pole.

ISOLATED SERVICE NEUTRAL is a customer service neutral (electrical) which is not interconnected with the common neutral (electrical) of the primary distribution circuit.

PUBLIC VERSION

ARTICLE III

SPECIFICATIONS

Each of the parties hereto shall construct and maintain its jointly used poles and its attachments on all jointly used poles in accordance with the applicable edition of the National Electrical Safety Code, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

Any existing joint use construction of the parties completed prior to this agreement, which does not conform to these requirements shall be brought into conformity therewith as soon as practicable.

ARTICLE IV

ADMINISTRATIVE COMMITTEE

A. An Administrative Committee shall be established consisting of four members, two from each company. It shall be the responsibility of the Administrative Committee to interpret the Agreement, arbitrate questions, and to resolve problems arising from the operation of the Agreement. The Administrative Committee shall also be responsible for:

1. Establishing such applications and permitting forms and procedures required in the licensing and recording of joint pole usage.

2. Recalculation of pole compensation rates as prescribed in Article XVI.

3. Publication and maintenance of any interpretations, practices, and administrative procedures necessary to implement the administration of the Agreement, consistent with the terms hereof.

4. Establishing a schedule of rates for billing purposes.

B. The Administrative Committee will meet as often as required but must meet at least once annually. The Chairmanship of the Committee shall be rotated between the companies on a yearly basis.

VZ00349

PUBLIC VERSION

ARTICLE V

ESTABLISHING JOINT USE OF NEW POLES

A. Whenever either party requires new pole facilities, either as an additional pole, a new pole line, or an extension of any existing pole line, where neither party has existing pole facilities, it shall promptly notify the other party's local representative, in writing, in order to determine the desirability of joint use. The other party shall promptly respond. Both parties shall make a good faith effort to give advance oral notification.

B. If joint use is agreed upon, the parties shall cooperate in designing the proposed construction to meet the needs of both parties. Ownership of new pole structures will be determined by mutual agreement. The party which is to become Licensee will submit to Owner an application for joint use in such form and manner as may be agreed upon and established by the Administrative Committee. An authorized representative shall signify his authorization of the proposed joint use by promptly signing and returning the application as soon as the new pole structure is in place, the signed document thereby constituting a license for joint use.

C. If joint use cannot be agreed upon, the parties shall cooperate to determine the most practical and economical method of effectively providing separate lines.

ARTICLE VI

ESTABLISHING JOINT USE OF EXISTING POLES

A. Whenever either party desires to make an initial attachment to or reserve space on any pole owned by the other party, it shall make written application in such form and manner as may be agreed upon and established by the Administrative Committee. The Owner shall signify his authorization of the proposed joint use by promptly signing and returning the application, it thereby constituting a license for joint use. Either party has permission to attach to the other party's poles, without prior notification except those excluded from joint use as determined by the company representatives and only if the pole is of sufficient height, strength, and proper clearances to accommodate joint use provided, however, that written application for joint use shall be made to the Owner within ten (10) working days thereafter.

B. If the pole is available for joint use but requires rearrangement of the Owner's facilities, the Owner will cooperate to make such rearrangements as may be necessary to allow the existing pole to be brought into joint use. Where the pole is inadequate and such rearrangement is not reasonable, the pole shall be replaced. Each party shall be responsible for placing, transferring and rearranging its own facilities.

C. The parties hereto recognize that projects by either party which require large numbers of pole replacements could significantly affect the financial and manpower capacities of the other party. Each, therefore, agrees to give maximum notice of any such plans so as to provide sufficient interval for preparations. Neither party, as Owner, is obligated by the Agreement to replace poles for Licensee in such numbers as would be, in Owner's judgment, prejudicial to Owner.

D. A disagreement which cannot be resolved by the supervisors of each party shall be referred to the Administrative Committee.

PUBLIC VERSION

ARTICLE VII

JOINT USE - ADDITIONAL REQUIREMENTS

A. A cooperative effort shall be made by both parties to fully utilize an existing joint use pole by adjusting facilities before a pole replacement is made. Whenever a joint pole replacement is required, the location of the new pole shall be mutually acceptable.

B. When a joint use pole must be replaced due to requirements of Owner, Owner shall notify Licensee, in writing, of the pending replacement. Licensee shall promptly respond, in writing, stating whether or not any special considerations are desired. Both parties shall make a good faith effort to give advance oral notification.

C. When a joint use pole must be replaced due to requirements of Licensee, Licensee shall request Owner, in writing, to replace such pole. If Owner cannot make such replacement, then Licensee may, with Owner's permission, make the replacement and Owner will transfer its facilities. Owner will retain ownership unless otherwise mutually agreed to and Licensee will be reimbursed by Owner in accordance with a schedule of rates established by the Administrative Committee. The replacement of large numbers of poles shall be as stated in Article VI.

D. If any joint use pole requires relocation or replacement for reasons for which neither party is solely responsible except under emergency vehicular related accidents, including requirements of public authority, Owner shall at its own cost make such relocation or replacement and each party shall be responsible for the transfer of its facilities. Removal of the old pole shall be in accordance with Paragraph F, below.

E. If either party requires an additional joint use pole to be installed in an existing line, the placing and ownership of the pole shall be determined by mutual agreement.

F. Each party will assume its own transfer charges except under emergency vehicular related accidents. However, the parties recognize the need for cooperation in locating replacement poles so that both parties' facilities are adequately provided for and transfer costs minimized. The last party to transfer from the old pole will remove and dispose of the old pole unless otherwise instructed by Owner. Responsibility for third party attachments shall be as specified in Article XIII.

G. When a pole is replaced, the replacing party shall notify the other party when the replacement is completed.

H. When mutually agreeable, additional pole height may be provided by a pole top extension in order to defer a pole replacement. Penelec will supply and install pole top extensions at the expense of the party requiring the additional joint use pole height. Each party shall make such rearrangement of its facilities as may be required, at its own cost and expense, in order to permit the use of a pole top extension.

VZ00351

PUBLIC VERSION

ARTICLE VIII

MAINTENANCE

A. Owner shall, at its sole expense, maintain its joint use poles in a safe and serviceable condition and in accordance with the specifications of Article III.

B. When replacing a jointly used pole carrying terminals of aerial cable, underground connections, or transformer equipment, the new pole shall be set as near as practicable to the hole which the replaced pole occupied unless special conditions make it necessary or mutually desirable to set it in a different location.

C. Owner shall give Licensee written notice of all pending joint use pole replacements and Licensee shall reply within ten (10) working days whether or not any special considerations are desired. Emergency replacements by owner which do not permit sufficient interval for written notification are excepted.

D. Each party will assume its own transfer charges except under emergency vehicular related accidents. However, the parties recognize the need for cooperation in locating replacement poles so that both parties' facilities are adequately provided for and transfer costs minimized. The last party to transfer from the replaced pole will remove and dispose of the replaced pole unless otherwise instructed by Owner. Responsibility for third party attachments shall be as specified in Article XIII.

ARTICLE IX

RIGHT OF WAY

No guarantee is given by Owner for permission from property owners, municipalities or any other party for the use of its poles by Licensee. Licensee shall, at its own expense, secure all necessary rights of permissions from the owners of property and public authorities involved for use of Owner's poles by Licensee. The parties may, if mutually agreeable, elect to secure joint rights of way or permissions.

ARTICLE X

GUYING

A. Each party shall place, at its own expense, guy wires required for the support of its own wires and appliances on joint use poles.

B. In connection with the erection of poles for joint use either as an additional line, line extension or reconstruction of an existing line, Owner shall place, at its own expense, multi-eye anchors of sufficient strength for mutual use at common guying points.

C. Authorized company representatives will determine required strength of joint use anchors.

D. Anchors required solely for the purposes of one of the parties shall be placed by and at the expense of that party.

VZ00352

PUBLIC VERSION

ARTICLE XI

TRIMMING AND CLEARING

Each of the parties shall be responsible for the initial and/or maintenance trimming or cutting of trees as may be necessary to clear its own wires and attachments on jointly used poles provided, however, that the parties may agree, in cases mutually advantageous, that one of the parties will arrange for trimming to clear the wires and appliances of both parties, the cost thereof to be shared upon such basis as has been agreed upon prior to the start of work.

ARTICLE XII

BONDING & GROUNDING

A. In connection with the joint use of poles hereunder, inductive and protective coordination measures make desirable the interconnection of Continental's cable plant and/or protective equipment with Penelec's system neutral. In no case shall interconnection be made to a ground wire that is not connected to a system neutral, such as a lightning arrester, or any other ground where the connection to the system neutral is not clearly visible. Caution shall be exercised by both parties to prevent nullification of an isolated service neutral (electrical) at a customer location.

B. At a pole where there is an existing vertical ground wire connected to Penelec's system neutral, Continental may place bond wire connecting its cable strand and/or guy to the vertical wire at telephone grade location.

C. At a pole where there is not an existing ground wire connected to Penelec's system neutral, Continental may place a coiled length of bond wire connected to its cable strand and/or guy and request Penelec to connect bond wire to the system neutral.

D. Bonding as may be required between a Continental guy and a Penelec guy not attached to the same anchor rod may be placed and connected by either party.

VZ00353

PUBLIC VERSION

ARTICLE XIII

THIRD PARTY ATTACHMENTS

A. Each party shall be solely responsible for facilities owned by its respective customers which are attached to jointly used poles. Such customer-owned attachments shall be limited, as to any pole, to such number as will not interfere with the use of the pole by both Owner and Licensee. Customer owned facilities are those which are owned by the customer and used solely for the purpose of providing service to the customer residence or building. It is understood and agreed that the general license granted hereunder is intended to include such customer-owned facilities.

B. Each party consents to the attachment of a third party when attachments of the third party are made in accordance with the National Electrical Safety Code and the specific requirements of both Owner and Licensee.

C. All contracts covering the attachment to joint use poles by third parties, other than customers of the Licensee, shall be made by the company controlling the space in which the third party attachment is made.

D. The attachments by third parties are, for the purpose of this Agreement, considered to be the responsibility of the company controlling the space in which the third party attachment is made.

ARTICLE XIV

SERVICE REQUIREMENTS & EMERGENCY SITUATIONS

A. In the event Owner of existing joint use poles or the party to become Owner of new joint use poles does not install, replace or relocate such poles in time to meet the service requirements of Licensee, Licensee may request permission from Owner to proceed with such work as is necessary to meet Licensee's service requirements and, if granted, complete such work and bill Owner according to the schedule of rates established by the Administrative Committee.

B. In the event of emergency situations, Licensee may, upon notice to Owner, install, replace or relocate such poles as may be necessary to alleviate said emergency conditions. Upon completion of such work, Owner shall reimburse Licensee in accordance with the schedule of pole rates referred to in paragraph A, provided the ownership of the pole does not change.

PUBLIC VERSION

ARTICLE XV

CHANGES IN OR REMOVAL OF WIRES AND ATTACHMENTS

A. Whenever either party desires to change the character of its circuits on any joint use poles and such change might affect the inductive nature of the facility, or which will result in increased or decreased clearance separations as provided in Article III, that party shall notify the other party in writing of such contemplated change and the joint use of such poles shall continue with such changes in construction as may be required to meet the terms of Article III. Should the parties fail to agree upon conditions which would permit continued joint use, they shall then cooperate to determine the most practical and economical method of effectively providing for separate lines and the equitable apportionment of the net expense involved. In the event that the parties cannot agree as to the method of effectively providing for separate lines, Licensee shall remove its attachments from the jointly used poles at its expense.

B. Licensee may, at any time, remove all of its wires and appliances from any of Owner's poles. Any liabilities, fees or charges incurred under this agreement prior to the removal shall not be terminated or affected thereby.

C. Owner may, at any time, abandon the use of any licensed joint use pole. If Owner is not obligated to remove such pole, Owner shall give Licensee thirty (30) days notice in writing to remove its attachments or purchase such pole for an equitable sum as may be agreed upon by parties. If Licensee elects to purchase said pole, Owner shall deliver to Licensee an appropriate instrument transferring title thereto. If Owner is obligated to remove such pole upon abandonment by it or if Licensee elects not to purchase, Licensee shall remove its facilities.

D. Upon such transfer of ownership, the party to whom the ownership of poles is transferred shall thereafter defend and save harmless the party from whom the ownership is transferred from all detriment, damage, losses, liability, claims, demands, suits, costs and expenses of every kind and description, by reason of or in any way resulting from the presence, maintenance, operation or removal of said transferred poles or the wires and appliances thereon, or by reason of the acts or negligence of the agents or employees of the party to whom the ownership is transferred in maintaining, operating or removing said transferred poles and the wires and appliances thereon, or their acts or negligence while engage in such work provided, however, that any liability incurred prior to the transfer of ownership shall not be terminated or affected thereby.

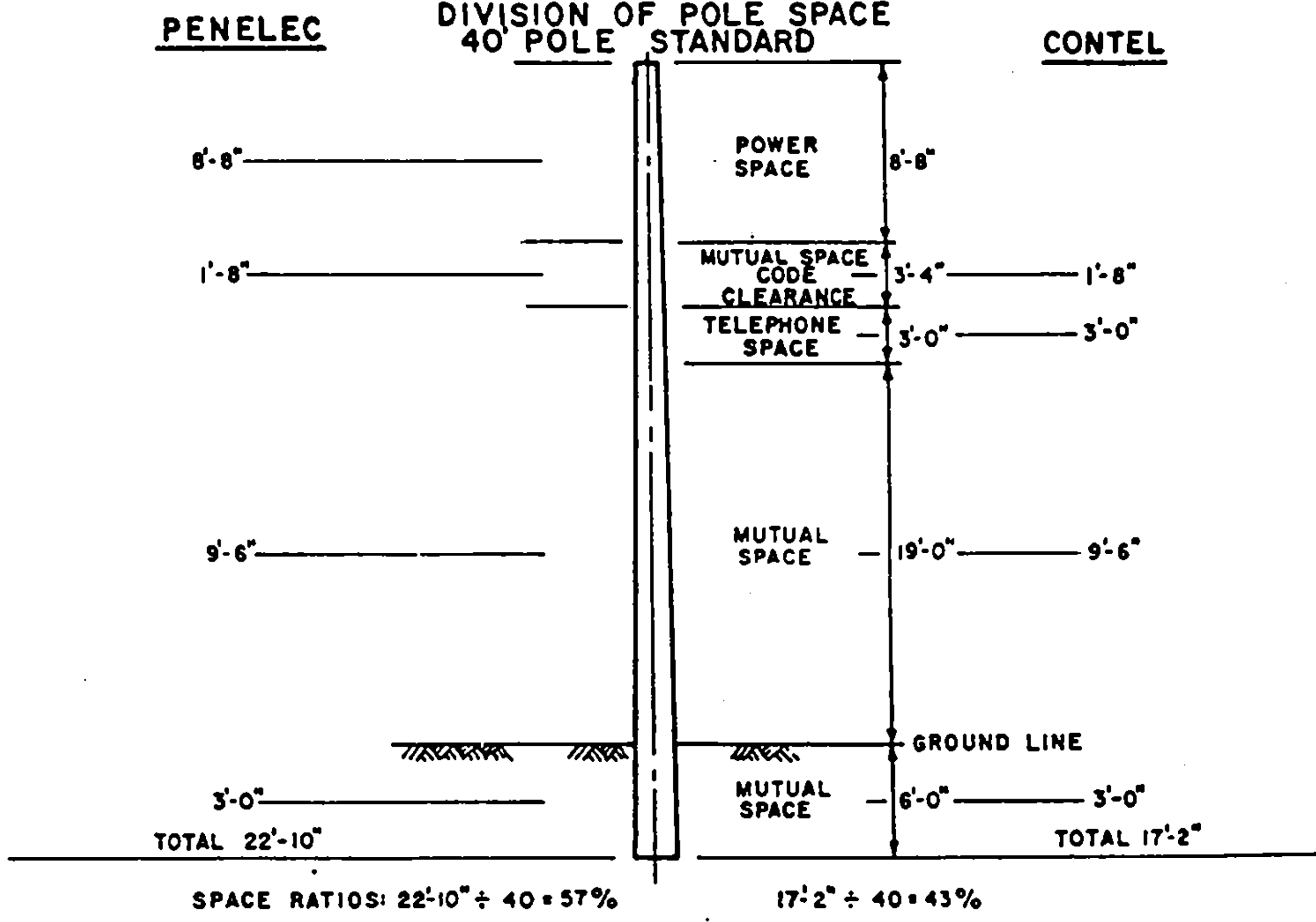
VZ00355

ARTICLE XVI

COMPENSATION

A. Compensation shall be paid to Owner by Licensee for each of Owner's poles to which Licensee is attached. Push braces are considered to be guys.

B. The amount of compensation will be based upon the annual carrying cost applicable to distribution poles of both parties and the relative usage by each party of an average joint use pole expressed as a percentage. For the purpose of calculating compensation, an average joint use pole is established as being a forty foot (40') wood pole with 43% of such pole being utilized by Continental and 57% of such pole being utilized by Penelec. Thus, Continental will annually pay to Penelec an amount equal to 43% of the Penelec annual carrying cost for each pole owned by Penelec to which it is attached. Penelec will annually pay to Continental an amount equal to 57% of the Continental annual carrying cost for each pole owned by Continental to which it is attached. Pole space utilization has been determined by the following drawing and associated computation:



PUBLIC VERSION

ARTICLE XVI

COMPENSATION
(Continued)

C. On or before the first day of February of each year, the Administrative Committee will calculate the pole compensation fees for that year as follows:

1. Each Company will calculate its average Annual Carrying Cost (ACC) for distribution poles.

2. Calculating of the compensation fees:

   C_T = ACC x .57

   C_P = ACC x .43

   Where:

   C_T = Compensation for Continental owned poles to which Penelec is attached.

   C_P = Compensation for Penelec owned poles to which Continental is attached.

D. Payments of all compensation under this Agreement shall be due and payable as of March 31 of each year during the continuance of this Agreement, and will be based on the number of poles jointly used as of the last day of the preceding December. The party having the net credit balance shall render a bill therefore to the other party.

E. The change from the rental billing method to the compensation billing method will be phased in over a three-year time frame. In the first year of the Agreement, 1/3 of the annual compensation rate (annual wood distribution pole carrying costs) for both companies shall be used to determine the annual compensation billing. See Page No. 1 of the Guide to Practice for examples.

In the second year of the Agreement, 2/3 of the annual compensation rate for both companies shall be used to determine the annual compensation billing.

In the third year of the Agreement, full compensation shall be used to determine the annual compensation billing.

Full compensation shall be used to determine the annual compensation billing in succeeding years.

ARTICLE XVII

PAYMENT OF TAXES

Owner shall pay all taxes and fees legally levied on joint use poles except where authorites levy taxes or fees legally on each party in which case each shall be responsible for payment as stipulated by law.

VZ00357

ARTICLE XVIII

ASSIGNMENT OF RIGHTS

Neither party shall assign or otherwise dispose of this Agreement or its rights or interests hereunder or in any of the poles or attachments covered by this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld provided, however, that nothing herein shall prevent or limit the right of either party, nor shall such written consent be required, to make a lease or transfer any or all its property, rights, privileges and franchises to another corporation organized for the purpose of conducting a business of the same general character as that of the lessor or transferor, or to enter into any lawful merger or consolidation, or to make a general mortgage of all its property, rights, merger, consolidation or mortgage, the rights and obligations acquired under this Agreement shall pass to the lessee, assignee, merging or consolidating company or trustee under such mortgage. All liabilities hereunder shall bind and all rights acquired hereunder shall inure to the successors and assigns of the parties to the extent in this Article provided.

ARTICLE XIX

WAIVER OF TERMS OR CONDITIONS

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

ARTICLE XX

DEFAULTS

A. If Licensee shall be in default in any of its obligations stipulated herein, and such default continues for a period of ninety (90) days subsequent to written notice given by Owner, Owner may, if it so elects, permanently terminate Licensee's right to attach to poles with respect to which such default exists, in which event Licensee shall promptly remove its attachments from such poles at its expense and upon the failure of Licensee to so remove its attachments Owner may remove such attachments and Licensee shall pay Owner the cost of such removal. Such termination shall not be construed as a waiver of the right to enforce any liabilities for costs incurred or to be incurred for the collection of any sums theretofore or thereafter due.

B. If Owner shall be in default in any obligations stiuplated herein, and such default continues for a period of ninety (90) days subsequent to written notice thereof given by Licensee, Owner hereby agrees to pay in connection with such default, all costs and expenses reasonably incurred by Licensee as a result of such default in assuring the safety and adequacy of its service.

PUBLIC VERSION

ARTICLE XXI

TERM OF AGREEMENT

This Agreement shall become effective on January 1, 1988 and, subject to the conditions of Article XX, DEFAULTS, herein, this Agreement may be terminated, so far as concerns further granting of joint use, by either party hereto at the expiration of five (5) years from the effective date hereof upon one (1) year's notice in writing to the other party of an intention so to terminate it; provided, that if not so terminated, it shall continue thereafter until terminated by either party at any time upon one (1) year's notice in writing to the other party as aforesaid: and provided further that notwithstanding such termination, this Agreement shall remain in full force and effect with respect to all poles jointly used by the parties hereto at the time of such terminations and to any replacement of such poles.

ARTICLE XXII

CANCELLATION OF PREVIOUS AGREEMENTS

The Agreement dated January 1, 1957 between Pennsylvania Electric Company and Steuben Telephone Company, and any other such agreement or supplement, between the parties or their predecessors for the joint use of poles within the territory covered by this Agreement are considered to be terminated individually according to the terms of each agreement involved and after the effective date of this Agreement shall be, and the same hereby are null, void, and of no further force and effect and all existing joint use poles are hereby brought under and subject to the terms and conditions of this Agreement provided, however, that any liability that had been incurred under such existing agreements prior to the date of termination shall be established as provided in that Agreement, except that ownership shall be determined as of the date such liability was incurred.

VZ00359

PUBLIC VERSION

In witness whereof, the parties have caused this Agreement to be duly executed the day and year first above written.

Pennsylvania Electric Company

Attest:

ASSISTANT Secretary

by

J. A. Poole - Vice President

Continental Telephone Company of Pennsylvania

Attest:

Assistant Secretary

by

Pres

VZ00360

PUBLIC VERSION

GUIDE TO PRACTICE

Interpretation and Administration Procedures

of

General Joint Use Agreement

between

Pennsylvania Electric Company

and

Continental Telephone Company of Pennsylvania

Dated: January 1, 1988

PUBLIC VERSION

INDEX OF GUIDE TO PRACTICE

GENERAL JOINT USE AGREEMENT

BETWEEN

PENNSYLVANIA ELECTRIC COMPANY

AND

CONTINENTAL TELEPHONE COMPANY OF PENNSYLVANIA

		PAGE	DATED
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PUBLIC VERSION

GUIDE TO PRACTICE

In Connection With General Joint Use Agreement Between

Pennsylvania Electric Company
and
Continental Telephone Company of Pennsylvania

Dated: January 1, 1988
Effective: January 1, 1988

\- - - - - - -

To establish uniform practices and procedures applying to joint use of poles under the terms of the General Joint Use Agreement dated January 1, 1988 (Effective date January 1, 1988) between Pennsylvania Electric Company (Penelec) and Continental Telephone Company of Pennsylvania (Continental) the following interpretation of the terms of the Agreement and working practices are herein set forth. It is understood that nothing herein contained shall alter or cancel any part or parts of this Agreement, and furthermore, that these interpretations may be changed at any time by mutual consent upon request of either party.

INTERPRETATION OF AGREEMENT

I. Article IV - Administrative Committee

No. 1 Forms and Procedures

DN-21 Application and Permit for Right of Joint Use of Poles shall be the form used by both companies for attachments to each others poles (Exhibit I).

DN-23 Notice of Intent to Abandon Reserved Space shall be the form used by both companies when all poles on a permit are to be removed (Exhibit IV).

DN-24 Notice of Abandonment of Joint Poles and Transfer of Ownership shall be the document used to transfer ownership of poles from the Owner to the Licensee (Exhibit II).

No. 2 Compensation - Refer to Article XVI on Agreement Pages 10 and 11.

EXAMPLE
FIRST YEAR

	Poles		Annual Carrying Cost		Usage Ratio				Compensation
Poles Owned By Penelec	1000	X	$ 44.09	X	.43	X	.333	=	$ 6,313.25
Poles Owned By Contel	700	X	~~$ 27.75~~	X	.57	X	.333	=	$ 3,687.06
			Net Compensation Due Penelec						$ 2,626.19

EXAMPLE
THIRD YEAR

	Poles		Annual Carrying Cost		Usage Ratio				Compensation
Poles Owned By Penelec	1000	X	$ 44.09	X	.43	X	1.00	=	$18,958.70
Poles Owned By Contel	700	X	~~$ 27.75~~	X	.57	X	1.00	=	$11,072.25
			Net Compensation Due Penelec						$ 7,886.45

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PUBLIC VERSION

I. Article IV - Administrative Committee (Continued)

No. 3 Accounting for Pole Change Out Costs

Costs incurred by Pennsylvania Electric Company will be accumulated on a Miscellaneous Sales Order in conjunction with a blanket work order and billed on the Miscellaneous Sales Order.

Costs incurred by Continental Telephone Company of Pennsylvania will be accumulated and billed on a Billable Work Order.

Pole change out costs between the two companies will be billed in accordance with the pole price schedule which is listed below.

No. 4 Pole Price Schedule for Change Outs - Refer to Article XIV on Agreement Page No. 8

The following price schedule has been agreed upon by the parties for use in connection with operations under the Agreement and should be revised annually, as required.

Schedule of Prices - All Kinds of Poles - 100% Condition

	Reciprocal Price Schedule	
Pole Size	Service Related	Emergency Vehicular Related
35'	$ 462	Actual Costs*
40'	482	"
45'	544	"
50'	606	"
55'	697	"
60'	937	"
65'	1072	"

*All direct and indirect costs associated with a pole relocation or replacement, including but not limited to appropriate overheads, meals and transfer costs.

II. Article V - Establishing Joint Use of New Poles

The work order or sketch shall be the written document to notify the other company of joint use construction. A direct verbal contact should be conveyed to the other company in advance of the work order notification to enable the other company to determine if joint use is desirable. An "Approved For Joint Use" stamp (Exhibit III) must be placed on the work order to verify that both parties have knowledge of the pending construction. If the Licensee desires to reserve space on the new pole(s), the Licensee must notify the Owner in a manner which is clearly understood. The pole numbers which are to be reserved for joint use should be circled in red on the work order sketch. This will eliminate any doubt by the Owner as to which poles are to be reserved for joint use. The company desiring to reserve space on the new facilities must reply within thirty (30) days.

There will be no compensation back billing for attachments of either company which are discovered during any field review.

VZ00364

III. Article VII - Paragraph D

This article refers only to circumstances where a third party requests the change out. Vehicle accidents are covered under Article XIV.

IV. Article IX - Right-of-Way

At the time of execution of Form DN-24, Notice of Abandonment of Joint Poles and Transfer of Ownership, right-of-way which was obtained in conjunction with the pole which is to be abandoned should be conveyed to the purchasing company. If the right-of-way is not available or may not legally be assigned, the new Owner must be notified.

V. Articles XI - Trimming and Clearing

When building new lines, it is usually mutually advantageous to have one contractor trim or clear the right-of-way for both companies. It is recommended by the Administrative Committee that both parties agree to the sharing of costs prior to construction.

VI. Article XV - Paragraph C

Use this schedule for pricing pole abandonments.

Present Value in Place - Percent of "New" Full Value Based on 30 Year Life

25 years or more remaining life - 100%
20 through 24 years remaining life - 80%
15 through 19 years remaining life - 60%
10 through 14 years remaining life - 40%
6 through 9 years remaining life - 20%
3 through 5 years remaining life - 10%
less than 3 years remaining life - 0%

Example

40' wood pole with 15 thru 19 years of remaining life = 482.00 X .60 = 289.20 remaining life value. Licensee will be billed on the transfer of ownership (Form DN24).

EXHIBIT NO. I

PUBLIC VERSION

APPLICATION AND PERMIT FOR RIGHT OF JOINT USE OF POLES

Number________________

Date________________

To____________________________________(Owner)

In accordance with the terms of the General Joint Use Agreement dated________________________application ereby made for reserved space on your pole(s) as located and described below.

Location of pole(s)____________________________________
City, Borough or Township, and County

Exch________________

SYMBOLS
X Power Pole
O Telephone Pole

LOCATION SKETCH

Location Number	Pole Numbers	Pole Length	Remarks	Location Number	Pole Numbers	Pole Length	Remarks
1				13			
2				14			
3				15			
4				16			
5				17			
6				18			
7				19			
8				20			
9				21			
10				22			
11				23			
12				24			

Character of Circuits________________

N. or R. No.__________

Rental Effective from________________

Total Rental Poles________________

Total Non-Rental Poles________________

Additional Costs Per Article—(Details Below) $________

Remarks:

nted________________________Date

________________________Owner

By________________________

Title________________________

Signed________________________
(Licensee)

By________________________

Title________________________

VZ00366

EXHIBIT NO. II

Number________________

NOTICE OF ABANDONMENT OF JOINT POLES AND TRANSFER OF OWNERSHIP

____________________ to ____________________

(Owner) (Licensee)

Under the terms of an agreement dated________________you maintain wires and appliances on pole(s) of Owner as follows:

Location of pole(s)____________________

City, Borough or Township, and County

Location Number	Pole Numbers	Pole Length	Present Value	Location Number	Pole Numbers	Pole Length	Present Value
1				13			
2				14			
3				15			
4				16			
5				17			
6				18			
7				19			
8				20			
9				21			
10				22			
11				23			
12				24			

Kindly advise within thirty (30) days from this date if you desire to assume ownership thereof in accordance with and subject to the provisions of said agreement.

Check Applicable Paragraph

☐ Licensee accepts ownership of the pole(s) designated in accordance with and subject to the provisions of said agreement dated

____

☐ Licensee declines the within tender of title and has removed or will remove all its wires and appliances from said pole(s).

____

(Licensee)

By________________

Title________________

Date________________

For and in consideration of the sum of One Dollar and other good and sufficient consideration, receipt whereof is hereby acknowledged, Owner hereby sells, transfers, assigns and sets over to Licensee, its successors and assigns, effective________________, all of its interest in the pole(s) designated above, and for itself, its successors and assigns, covenants and agrees with Licensee, its successors and assigns, that it will warrant and defend the same against all and every person or persons whomsoever lawfully claiming the same or any part thereof, but Owner does not warrant any right in Grantee to maintain said pole(s).

____

(Owner)

By________________

Title________________

Date________________

DN-24 Rev. 1256

APPROVED FOR JOINT USE

- ☐ As Submitted
- ☐ With Exceptions as Noted
- ☐ Clearing R/W Billing Authorized
- ☐ Does Not Desire to Reserve Space

COMPANY ____________

SIGNATURE ____________

DATE ____________

PUBLIC VERSION

EXHIBIT NO. IV

NOTICE OF INTENT TO ABANDON RESERVED SPACE

Number__________

Date__________

To____________________(Owner)

In accordance with the terms of the General Joint Use Agreement dated__________notice is hereby given that this Company has removed its facilities from and abandoned the space reserved for its use on pole(s) as described below.

Location of pole(s)____________________
City, Borough or Township, and County

Exch.__________

SYMBOLS
X Power Pole
O Telephone Pole

LOCATION SKETCH

Location Number	Pole Numbers	Pole Length	Remarks	Location Number	Pole Numbers	Pole Length	Remarks
1				13			
2				14			
3				15			
4				16			
5				17			
6				18			
7				19			
8				20			
9				21			
10				22			
11				23			
12				24			

N. or R. No.__________

Total Rental Poles__________

Remarks:

Total Non-Rental Poles__________

Receipt of the foregoing is acknowledged

Date__________

____
(Owner)

By__________

Title__________

Date space was abandoned__________

Signed__________
(Licensee)

By__________

Title__________

YELLOW DN-23 Rev. 356

Exhibit 9

AGREEMENT

between

PENNSYLVANIA ELECTRIC COMPANY

and

GENERAL TELEPHONE COMPANY OF PENNSYLVANIA

Covering Joint Use of Poles

(Effective January 1, 1958)

PUBLIC VERSION

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VZ00372

THIS AGREEMENT, made as of January 1, 1958, by and between Pennsylvania Electric Company, a corporation of the Commonwealth of Pennsylvania, hereinafter called "Penelec", party of the first part, and General Telephone Company of Pennsylvania, a corporation of the Commonwealth of Pennsylvania, hereinafter called "Telephone", party of the second part.

WITNESSETH:

WHEREAS, Penelec and Telephone desire to cooperate and establish joint use of their respective poles when and where joint use shall be of mutual advantage; and

WHEREAS, the conditions determining the necessity or desirability of joint use depend upon the service requirements to be met by both parties, including considerations of safety and economy, and each of them should be the judge of what the character of its circuits should be to meet its service requirements and as to whether or not these service requirements can be properly met by the joint use of poles.

WHEREAS, it is recognized that the distribution of costs of joint pole operations should be based on the cost of both Companies' non-joint pole operations.

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

ARTICLE I

SCOPE OF AGREEMENT

(a) This Agreement shall be in effect in the areas in which both of the parties render service in the Commonwealth of Pennsylvania, and shall cover all wood poles of each of the parties now existing or hereafter erected in the above territory when said poles are brought hereunder in accordance with the procedure hereinafter provided.

(b) Each party reserves the right to exclude from joint use:

(1) Poles which in the Owner's judgment are necessary for its own sole use; and

(2) Poles which carry, or are intended by the Owner to carry, circuits of such a character that in the Owner's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable; and

(3) Poles where in the Owner's judgment joint use would not prove economical; and

PUBLIC VERSION

(4) Poles located on private property, which under the tariffs of either Company, are required to be provided by the customer.

ARTICLE II

EXPLANATION OF TERMS

For the purpose of this Agreement, the following terms shall have the following meanings:

OWNER is the party hereto holding title to and full ownership of a pole.

LICENSEE is the party hereto having the right under this Agreement to use a pole belonging to the other party.

ATTACHMENTS means all wires, appliances, apparatus, fixtures, and appurtenances of every description now or hereafter used on poles by either party in its business.

RIGHT OF JOINT USE means the right to make joint use of poles subject to the payment of rental therefor, for the purpose of making attachments thereto, which right, when granted, shall not be revocable by the Owner except as provided in Article IX and Article XIX.

SACRIFICED LIFE means the estimated remaining life which will not be realized due to premature replacement of a pole. To determine the value of sacrificed life, the ratio of estimated remaining life to the estimated total life of the pole shall be applied to the cost of such pole.

NORMAL SPACE on a joint pole is the following described space for the exclusive use of each party, respectively, except that certain attachments of one party may be located in space reserved for the other party in accordance with the specifications mentioned in Article III:

> The space on the pole will be allocated on the basis of three feet (3') for Telephone, three feet four inches (3' 4") neutral space, and the remaining space above the twenty-four feet four inches (24' 4") for Penelec. See Exhibit "A" attached hereto and made a part hereof.

A NORMAL JOINT POLE means a pole which is just tall enough to provide normal spaces for the respective parties as aforesaid and just strong enough to meet the requirements of the specifications mentioned in Article III for the attachments ordinarily placed by both parties in their respective normal spaces. Specifically, a normal joint pole under this Agreement shall be a 40 foot, Class 5, wood pole, as covered by the American Standards Association specifications.

The foregoing definitions are not intended to preclude the use of joint poles shorter or of less strength than the normal joint pole in locations where such poles will meet the requirements of the parties hereto.

VZ00374

PUBLIC VERSION

ARTICLE III

SPECIFICATIONS

Except as otherwise provided in Section (e) of Article VII, referring to construction temporarily exempted from the application of the specifications mentioned herein, the joint use of the poles covered by this Agreement shall at all times be in conformity with the National Electrical Safety Code, Fifth Edition; or in conformity with any modification thereof which may hereafter be agreed upon by the parties hereto. Any present or subsequent rules and/or regulations that may be issued by the Public Utility Commission of the Commonwealth of Pennsylvania shall supersede the said National Electrical Safety Code, or modification thereof, when the minimum construction required by such rules and/or regulations is in excess of the construction required by said code or modification thereof.

ARTICLE IV

ESTABLISHING JOINT USE OF EXISTING POLES AND INCREASED REQUIREMENTS FOR EXISTING JOINTLY USED POLES

(a) Whenever either party desires to reserve space for its attachments on any pole owned by the other party, either as initial space on said pole, or as additional space, it shall make written application therefor, on a form similar to Exhibit "B" attached hereto and made a part hereof, specifying the locations of the poles in question, the amount of space desired and the number and character of the circuits to be placed thereon. Within ten (10) days after the receipt of such application, the Owner shall notify the Applicant in writing whether or not said pole is among those excluded from joint use under the provisions of Article I. Upon receipt of notice from the Owner that said pole is not among those excluded and after the completion of any transferring or rearranging which is then required in respect to attachments on said poles, including any necessary pole replacement, the Applicant shall have the right as Licensee hereunder to use said space for attachments and circuits of the character specified in said application in accordance with the terms of this Agreement.

(b) Whenever any jointly used pole or any pole about to be so used under the provisions of this Agreement, is insufficient in height or strength for the existing attachments and for the proposed immediate additional attachments thereon, the Owner shall promptly replace such pole with a new pole of the necessary height and strength and shall make such other changes in the existing pole line in which such pole is included as the conditions may then require and shall remove and retain the old pole, and Licensee shall pay to the Owner an amount as provided in Article VIII (e). Where mutually agreed upon, the Applicant may replace such poles and assume ownership thereof where necessary to equalize ownership ratios in joint poles, as provided for in Section (b) of Article V and Article XVII.

(c) Each party shall place, transfer and rearrange its own attachments, including any tree trimming or cutting incidental thereto, shall place any guy wire necessary for its own requirements, and shall at all times perform such

work promptly and in such manner as not to interfere with the service of the other party.

(d) Costs in connection with establishing joint use of existing poles, including any necessary pole replacements shall be borne by the parties hereto in the manner provided in Article VIII.

ARTICLE V

ESTABLISHING JOINT USE OF NEW POLES

(a) Whenever either party hereto requires new pole facilities within the territory covered by this Agreement, either as an additional pole line, as an extension of an existing pole line, or in connection with the reconstruction of an existing pole line, and such pole facilities are not to be excluded from joint use under the provisions of Article I, it shall promptly notify the other party to that effect in writing (verbal notice subsequently confirmed in writing, may be given in cases of emergency), stating the proposed location and character of the new poles and the character of circuits it desires to use thereon. Within twenty (20) days after the receipt of such notice, the other party shall reply in writing, stating whether it does, or does not, desire space on the said poles and, if it does desire space thereon, the character of the circuits it desires to use and the amount of space it wishes to reserve. If such other party requests space on the new poles and if the character and number of circuits and attachments are such that the Owner does not wish to exclude the poles from joint use under the provisions of Article I, then poles suitable for the said joint use shall be erected.

(b) In any case where the parties hereto shall conclude arrangements for the joint use hereunder of any new poles to be erected, the ownership of such poles shall be determined by mutual agreement to the end that Penelec shall own sixty per cent (60%) and Telephone forty per cent (40%) of the total number of poles jointly used under this Agreement, due regard being given to the desirability of avoiding mixing ownership in any given line. In the event of disagreement as to ownership of new pole lines, the party then owning the smaller number of joint poles under this Agreement with respect to the agreed ratio of ownership shall erect the new poles and be the owner thereof.

(c) Each party shall place its own attachments on the new joint poles, including guy wires, and do any tree trimming or cutting incidental thereto, and shall perform such work promptly and in such manner as not to interfere with the service of the other party.

(d) Each party shall place and maintain any anchors or guy stubs required solely for the support of its own attachments.

(e) It is understood that where necessary, due to the requirements of both parties, the Owner of a pole or poles to be jointly used will construct and maintain associated anchors with <u>twin eye anchor rods</u> as may be mutually agreed upon.

(f) Costs in connection with establishing joint use of new poles or guy poles shall be borne by the parties hereto in the manner provided in Article VIII.

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ARTICLE VI

RIGHT-OF-WAY FOR LICENSEE'S ATTACHMENTS

While the Owner and the Licensee will cooperate as far as may be practicable in obtaining rights-of-way for both parties on joint poles, no guaranty is given by the Owner of permission from property owners, municipalities, or others for the use of its poles by the Licensee, and if objection is made thereto and the Licensee is unable to satisfactorily adjust the matter within a reasonable time, the Owner may at any time upon ninety (90) days' notice in writing to the Licensee, require the Licensee to remove its attachments from the poles involved, and the Licensee shall, within ninety (90) days after receipt of said notice, remove its attachments from such poles at its sole expense. Should the Licensee fail to remove its attachments as herein provided, the Owner may remove them at the Licensee's expense without any liability whatever for such removal or the manner of making it, for which expense the Licensee shall reimburse the Owner on demand.

Owner shall, whenever possible, obtain rights-of-way for Licensee, when applying for original right-of-way grant, in order to anticipate probable joint occupancy of the poles.

ARTICLE VII

MAINTENANCE OF POLES AND ATTACHMENTS

(a) The Owner shall maintain its joint poles in a safe and serviceable condition and in accordance with the specifications mentioned in Article III and shall replace such of said poles as become defective, except that where mutually agreed upon, the Licensee may replace such poles and assume ownership thereof where necessary to equalize ownership ratios in joint poles, as provided in Section (b) of Article V and Article XVII.

(b) When replacing a jointly used pole carrying terminals of aerial cable, underground connections, or transformer equipment, the new pole shall be set in the same hole which the replaced pole occupied unless special conditions make it necessary to set it in a different location.

(c) Whenever it is necessary to replace or to change the location of a jointly used pole, the Owner shall before making such replacement or change in location give notice thereof in writing (except in case of emergency, when verbal notice will be given and subsequently confirmed in writing) to the Licensee, specifying in such notice the time of such proposed replacement or relocation and the Licensee shall at the time so specified transfer its attachments to the pole at the new location.

(d) Except as otherwise provided in Section (e) of this Article, each party shall at all times maintain all of its attachments, including guy wires, and any necessary tree trimming or cutting incidental thereto, in accordance with the specifications mentioned in Article III and shall keep them in safe condition and in thorough repair; provided, however, that neither party shall be

required to rearrange any cable installed prior to the date of this Agreement, and carried on the street side of any pole, so as to occupy the field side thereof.

(e) Any existing joint use construction of the parties, which is subject to the provisions of this Agreement and which does not conform to the requirements of Article III hereof, shall be brought into conformity therewith in the most practical and economical manner as attachments thereon are rearranged or renewed, or as the poles are relocated or renewed; provided, however, that neither party shall be required to rearrange any cable installed prior to the date of this Agreement, and carried on the street side of any pole, so as to occupy the field side thereof. When such existing joint use construction shall have been brought into conformity with said Article III, it shall at all times thereafter be maintained in accordance with Sections (a) and (d) of this Article.

(f) The cost of maintaining poles and attachments and of bringing existing joint use construction into conformity with said specifications shall be borne by the parties hereto in the manner provided in Article VIII.

ARTICLE VIII

DIVISION OF COSTS

(a) The cost of erecting new joint poles under this Agreement, either as additional pole lines, as extensions of existing pole lines or as reconstruction of existing pole lines, shall be borne by the parties as follows:

(1) A normal joint pole, or a jointly used pole shorter than the normal, shall be erected at the sole expense of the Owner.

(2) A pole taller than the normal, the extra height of which is due wholly to Owner's requirements, shall be erected at the sole expense of the Owner.

(3) In the case of a pole taller than the normal, the extra height of which is due wholly to Licensee's requirements, Licensee shall pay to Owner a sum equal to the difference between the cost in place of such pole and the cost in place of a normal joint pole.

(4) In the case of a pole taller than the normal, the extra height of which is due to the requirements of both parties, Licensee shall pay to Owner the difference between the cost in place of such pole and the cost in place of a normal joint pole based on a ratio of sixty per cent (60%) for Penelec and forty per cent (40%) for Telephone.

(5) In the case of a pole taller than the normal, where a height in addition to that needed for the purpose of either or both of the parties hereto is necessary in order to meet the requirements of public authority or of property owners, sixty per cent (60%) of the excess cost of such pole due to such requirements shall be borne by Penelec, and forty per cent (40%) by Telephone; the

balance of the cost of any additional height of such pole to be borne as provided in that one of the preceding paragraphs, 1, 2, 3, or 4, within which it would otherwise properly fall.

(b) Where an existing joint pole is prematurely replaced by a new one solely for the benefit of the Owner, the cost shall be borne by the Owner.

(c) Where an existing joint pole is prematurely replaced by a new one solely for the benefit of the Licensee, the cost of the new pole shall be divided as specified in Section (a) of this Article and the Licensee shall also pay to Owner the value in place of replaced pole, plus the cost of removal, less the salvage value of such pole. The replaced poles shall be removed and retained by Owner.

(d) Where an existing joint pole is prematurely replaced by a new one in order to meet the requirements of public authority or of property owners (other than requirements with regard to keeping the wires of one party only clear of trees) the cost shall be borne as specified in Section (a) of this Article.

(e) Where an existing non-joint pole is prematurely replaced by a new one solely because existing pole is not tall enough to provide adequately for Licensee's requirements, Licensee shall, upon erection of the new pole, pay to the Owner, in addition to any amounts payable by Licensee under Section (a) of this Article, the value in place of replaced pole, plus the cost of removal, less the salvage value of the pole removed, and the pole removed shall thereupon become the property of the Owner.

(f) When, in order to improve an existing condition considered undesirable by both parties, existing poles of one of the parties are abandoned in favor of combining lines on poles of the other party, the then value in place of the abandoned poles plus the cost of removal less the salvage value of such poles shall be shared sixty per cent (60%) by Penelec and forty per cent (40%) by Telephone.

(g) The expense of maintaining joint poles shall be borne by the Owner thereof except that the cost of replacing poles shall be borne by the parties hereto in the manner provided in Sections (a), (b), (c), (d), and (e) of this Article.

(h) Each party shall bear the expense of placing, maintaining, rearranging, transferring, and removing its own attachments, except that in connection with the replacement or relocation of joint poles solely for the benefit of the Licensee, said Licensee shall bear the expense of transferring the attachments of both parties; and except as otherwise expressly provided in Article VI, and Article XIX.

(i) All taxes and assessments levied on joint poles shall be borne by Owner, except where municipal authorities levy assessments for joint occupancy in which case each party shall pay his own tax.

(j) Where service drops of one party crossing over lines of the other party are attached to such other party's poles, either directly or by means of a pole top extension fixture, the pole top extension fixtures shall be provided and installed at the sole expense of the party using them.

(k) Any payments made by Licensee under the foregoing provisions of this

Article for a pole taller than normal shall be in lieu of increased rentals and shall not in any way affect the ownership of said pole.

ARTICLE IX

PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

When either party proposes to change the character of its circuits on jointly used poles to circuits that have not been generally used in joint pole construction by the parties hereto in the territory covered by this Agreement, it shall advise the other party as far in advance as practicable of such contemplated changes and in the event that the party agrees in writing to joint use with such changed circuits, then the joint use of such poles shall be continued with such changes in construction as may be required to meet the terms of the specifications mentioned in Article III for the character of circuits involved and such other changes as may be agreed upon. The parties shall cooperate to determine the equitable apportionment of the net expense of such changes. In the event, however, that the other party fails within ten (10) days from receipt of such notice to agree in writing to such change, then both parties shall cooperate in accordance with the following plan:

(a) The parties hereto shall determine the most practical and economical method of effectively providing for separate lines, either overhead or underground, and the party whose circuits are to be moved shall promptly carry out the necessary work.

(b) The net cost of re-establishing such circuits in the new location as are necessary to furnish the same business facilities that existed in the joint use section at the time such change was decided upon, shall be equitably apportioned between the parties hereto. In event of disagreement as to what constitutes an equitable apportionment of such cost, the Licensee shall bear the said net costs, provided that when, by mutual agreement, it is the facilities of the Owner that are moved to the new location, this cost shall exclude any increase in cost due to substitution for existing facilities of other facilities of substantially new or improved type or of increased capacity and shall also exclude such an amount as would fairly represent the value of the excess of expectancy of life of the new facilities over the remaining life of the old facilities.

Unless otherwise agreed by the parties, ownership of any new line or underground facilities constructed under the foregoing provisions in a new location shall vest in the party for whose use it is constructed.

When under the provision of this Article, Owner removes its attachments from jointly used poles, ownership of the said poles shall transfer in accordance with the provisions of Article XVI.

ARTICLE X

RENTALS

(a) Except as provided in Section (d) of this Article, Penelec shall pay

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to Telephone for each year or fraction thereof, for the use of each and every pole any portion of which is occupied by, or specifically reserved at Penelec's request, for the attachments of Penelec, six dollars and sixty cents ($6.60) per pole per annum and Telephone shall pay to Penelec for each year or fraction thereof, for the use of each and every pole any portion of which is occupied by, or specifically reserved at Telephone's request, for the attachments of Telephone, four dollars and forty cents ($4.40) per pole per annum.

(b) The rental per jointly used pole per annum shall be as specified in paragraph (a) of this Article for the first year this Agreement is in effect. At the end of the first year and each year thereafter, the rental rate may be changed by mutual consent of the parties hereto. The same sixty per cent (60%) Penelec and forty per cent (40%) Telephone ratio shall apply to the mutually agreed upon pole rental applicable after the first year this Agreement is in effect.

(c) After the first three (3) years this Agreement is in effect for every pole that either Company is deficient with respect to the agreed percentages of sixty per cent (60%) and forty per cent (40%) (maximum variation from these percentages not to exceed five per cent (5%) of the total number of jointly used poles), full rental, one hundred per cent (100%), will be paid to the other Company.

(d) 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 wires or cables of the Licensee for the purpose of providing clearance between the pole and such wires or cables, and not for the purpose of supporting the said wires or cables.

(e) Rental payments hereunder shall be made on the first day of April of each year during the continuance of this Agreement for the year ending the thirty-first day of December next preceding, and shall be based upon a written statement to be submitted by each party hereto to the other on or before the fifteenth day of February, giving the number of poles on which space is occupied by or is reserved for, the attachments of the other party on the first day of January next preceding said date of payment. However, the first rentals hereunder shall be paid on April 1, 1959, and shall be for the year ending December 31, 1958.

ARTICLE XI

PAYMENT OF TAXES

Each party shall pay all taxes and assessments lawfully levied on its own property upon said jointly used poles, and the taxes and the assessments which are levied on said joint poles shall be paid by the Owner thereof except as provided in Article VIII (i).

ARTICLE XII

LIABILITY AND DAMAGES

Whenever any liability is incurred by either or both of the parties hereto

for damages for injuries to the employees or for injury to the property of either party, or for injuries to other persons or their property, arising out of the joint use of poles under this Agreement, or due to the proximity of the wires and fixtures of the parties hereto attached to the jointly used poles covered by this Agreement, the liability for such damages, as between the parties hereto, shall be as follows:

(a) Each party shall be liable for all damages for such injuries to persons of property caused solely by its negligence or solely by its failure to comply at any time with the specifications herein provided for; provided that construction temporarily exempted from the application of said specifications under the provisions of Section (e) of Article VII shall not be deemed to be in violation of said specifications during the period of such exemption.

(b) Each party shall be liable for all damages for such injuries to its own employees or its own property as are caused by the negligence of both parties hereto or that are due to causes which cannot be traced to the sole negligence of either party.

(c) Each party shall be liable on the basis of its operations under this Agreement (sixty per cent (60%) Penelec and forty per cent (40%) Telephone) for all damages for such injuries to persons other than employees of either party, and for its portion (sixty per cent (60%) Penelec and forty per cent (40%) Telephone) of all damages for such injuries to property not belonging to either party that are caused by negligence of both parties hereto or that are due to causes which cannot be traced to the ~~sole neg~~ligence of either party.

(d) Where, on account of injuries of the character described in the preceding paragraphs of this Article, either party hereto shall make any payments to injured employees or to their relatives or representatives in conformity with (1) the provision 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 and in the course of the employment, whether based on negligence on 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 the preceding paragraphs numbered (a) and (b) and shall be paid by the parties hereto accordingly.

(e) All claims for damages arising hereunder that are asserted against or affect both parties hereto shall be dealt with by the parties hereto jointly; provided, however, that in any case under the provisions of paragraph (c) of this Article 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 its portion (sixty per cent (60%) Penelec and forty per cent (40%) Telephone) of the expense which such settlement would involve, and thereupon said other party shall be bound to protect the party making such payment from all further liability and expense on account of such claim.

(f) In the adjustment between the parties hereto of any claim for damages arising hereunder, the liability assumed hereunder, by the parties shall include, in addition to the amounts paid to the claimant, all expenses incurred by the parties in connection therewith, which shall comprise costs, attorneys' fees, disbursements and other proper charges and expenditures.

ARTICLE XIII

BILLS AND PAYMENT FOR WORK

Upon the completion of work performed hereunder by either party, the expense of which is to be borne wholly or in part by the other party, the party performing the work shall present to the other party within one hundred twenty (120) days after the completion of such work an itemized statement of the costs and such other party shall within thirty (30) days after such statement is presented pay to the party doing the work such other party's proportion of the cost of said work.

ARTICLE XIV

EXISTING RIGHTS OF OTHER PARTIES

(a) If either of the parties hereto has, prior to the execution of this Agreement, conferred upon others, not parties to this Agreement, by contract or otherwise, rights or privileges to use any poles covered by this Agreement, nothing herein contained shall be construed as affecting such 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, except those of a municipality or other public authority, 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 actual owner thereof.

(b) Where municipal regulations require either party to allow the use of its poles for fire alarm, police, or other like signal systems, such use shall be permitted under the terms of this Article, provided attachments of such parties are placed and maintained in accordance with the specifications mentioned in Article III.

(c) Each of the parties may from time to time, with the written consent of the other party, as provided for in Article XV hereof, issue licenses in its own name to third parties not covered under (a) above, for the attachment of such wires and apparatus as may, under the provisions of this Agreement, be placed in the space reserved for its use on jointly used poles, and may retain any rental that it may receive in connection with such licenses.

ARTICLE XV

ASSIGNMENT OF RIGHTS

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, nor shall such written consent be required, to mortgage any or all of its property, rights, privileges, and franchises, or lease or transfer any of them to another corporation organized for the purpose of conducting 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 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 it in interest, or connecting with it, the use of all or any part of the space reserved hereunder on any pole covered by this Agreement for the attachments used by such party in the conduct of its said business; and for the purpose of this Agreement, all such attachments maintained on any such pole by the permission as aforesaid of either 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.

ARTICLE XVI

ABANDONMENT OF JOINTLY USED POLES

(a) The licensee may at any time abandon the use of a jointly used pole by removing its attachments therefrom and by giving notice of said action to the Owner, in duplicate, on a form similar to Exhibit "C", attached hereto and made a part hereof. Licensee shall not be responsible for any detriments, damages, losses, liabilities, claims, demands, suits, costs, or expenses of any kind or description arising solely from conditions or actions existing or occurring after receipt of such notice and pertaining to the presence, maintenance, operation, or removal of such pole or the facilities thereon; provided, however, that liabilities incurred prior to said notice shall not be affected thereby.

(b) The Owner may at any time abandon the use of a jointly used pole by removing its facilities therefrom and giving the Licensee thirty (30) days' notice thereof, in duplicate, on a form similar to Exhibht "D" attached hereto and made a part hereof, which shall be filled in so as to tender the transfer of title to Licensee. If Licensee shall not within said thirty (30) days have notified Owner of its intention also to abandon said joint pole, all the rights and liabilities of Owner in and to said joint pole shall be vested absolutely in Licensee, and Licensee shall thereafter save Owner harmless from all detriments, damages, losses, liabilities, claims, demands, suits, costs and expenses of every kind and description arising solely from any conditions or actions existing or occurring after the expiration of such notice period and pertaining to the presence, maintenance, operation, or removal of such pole or the facilities thereon; provided, however, that liabilities incurred prior to said expiration shall not be affected thereby. If Licensee shall have notified Owner of its intention also to abandon said pole but shall nevertheless have failed

to remove its attachments therefrom within thirty (30) days from the date of its notice of intention to abandon, all the rights and liabilities of the Owner shall pass to Licensee at the end of such second thirty (30) day period as if no declaration of intent had ever been made by Licensee. If Licensee shall notify Owner of its intention also to abandon said joint pole and shall remove its facilities therefrom within the time set forth herein, all the rights and liabilities of the Owner to said pole shall remain as theretofore.

(c) If Licensee elects to continue to use said jointly used pole after Owner has removed its facilities therefrom, Licensee shall pay to Owner such equitable sum for said pole as may be agreed upon by the parties, but failure to agree upon the amount of said payment shall not in any way affect the time of the change in the rights and liabilities of the parties to said pole. In determining the amount of such sum, any payments made under the terms of Article VIII, hereof, when the pole was originally erected shall be given consideration.

ARTICLE XVII

RATIO OF OWNERSHIP

In order that the parties hereto will at all times own a ratio of approximately sixty per cent (60%) Penelec and forty per cent (40%) Telephone of the total number of poles jointly used under this Agreement, the parties hereto will cooperate to the end that three (3) years after the date of this Agreement and at the end of each year thereafter, the maximum variation from the ratio of ownership will not exceed five per cent (5%) of the total number of jointly used poles. Due regard shall be given to the desirability of avoiding mixed ownership in any given line.

Ratio of ownership shall be achieved as set forth in Article V, Section (b), Article VII, Section (a), or the parties hereto will cooperate to the end that the representatives of both Companies will analyze each opportunity, and where possible, arrange for the Company owning the lesser number of poles hereunder, on the agreed percentages, to replace poles which are currently under the Agreements of January 2, 1932 and January 1, 1949 and poles currently under Joint Ownership in the Telephone's Sayre Division.

ARTICLE XVIII

ANNUAL MEETING

Representatives of Penelec and Telephone shall meet once each year during the month of April. The date and place of such meeting to be fixed by mutual consent. At the annual meeting, consideration shall be given to matters as follows:

1. Adjustment of Rentals (Article X).

2. Review of Guide to Practice, including Price Schedules (Article XXIV).

PUBLIC VERSION

ARTICLE XIX

DEFAULTS

If either party shall make default in any of its obligations under this contract and such default continued sixty (60) days after notice thereof in writing from the other party, the other party hereunder may, at its option, forthwith terminate this Agreement as far as concerns future granting of joint use, or may remove, at the expense of the defaulting party, the attachments as to which such default exists, or both. Such removal or termination shall not be construed as a waiver of the right to enforce collection of any sums already due.

ARTICLE XX

WAIVER OF TERMS OR CONDITIONS

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

ARTICLE XXI

FUTURE STUDY

In determining joint pole costs, it is agreed that there are costs which are attributable to joint pole operations and it is further agreed that this matter will be subject to future study based on the principle as set forth in the Preamble of Page 1.

ARTICLE XXII

TERM OF AGREEMENT

This Agreement shall be effective as of January 1, 1958, and subject to the provisions of Article XIX herein, this Agreement may be terminated, so far as concerns further granting of joint use by either party, on or after the first day of January 1963, upon one (1) year's notice in writing to the other party, provided that if not so terminated it shall continue in force thereafter until terminated by either party at any time upon one (1) year's notice in writing to the other party as aforesaid, and provided further that notwithstanding such termination this Agreement shall remain in full force and effect with respect to all poles jointly used by the parties at the time of such termination.

ARTICLE XXIII

CANCELLATION OF EXISTING AGREEMENTS

Upon the effective date of this Agreement, January 1, 1958, the following

Agreements now terminated will be subject to the terms and conditions of this Agreement only as the poles are replaced:

Agreement dated January 2, 1932 between Pennsylvania Electric Company and Pennsylvania Telephone Corporation (General Telephone Company of Pennsylvania successor by acquisition) covering joint use of poles.

Agreement dated January 1, 1949 between Pennsylvania Electric Company and Pennsylvania Telephone Corporation (General Telephone Company of Pennsylvania successor by acquisition) covering joint use of poles.

All one-half (1/2) owned poles in General Telephone Company of Pennsylvania's Sayre Division between General Telephone Company of Pennsylvania and Northern Pennsylvania Power Company (Pennsylvania Electric Company successor by acquisition) covering joint use of poles.

ARTICLE XXIV

GUIDE TO PRACTICE

To establish uniform practices and procedures applying to the joint use of poles under the terms of this Agreement, it is understood that both parties to this Agreement will collaborate in preparing a "Guide to Practice" manual which will interpret the terms of the Agreement and working practices to be followed. It is understood that no terms or conditions of this Agreement will be altered by the Guide to Practice and, furthermore, that any interpretations resulting from this Guide to Practice may be changed at any time by mutual consent.

* * * * * * * * * * *

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, on the day and year first above written.

PENNSYLVANIA ELECTRIC COMPANY

(SEAL)

By [signature]
Vice President

Attest: [signature]
Asst. Secretary

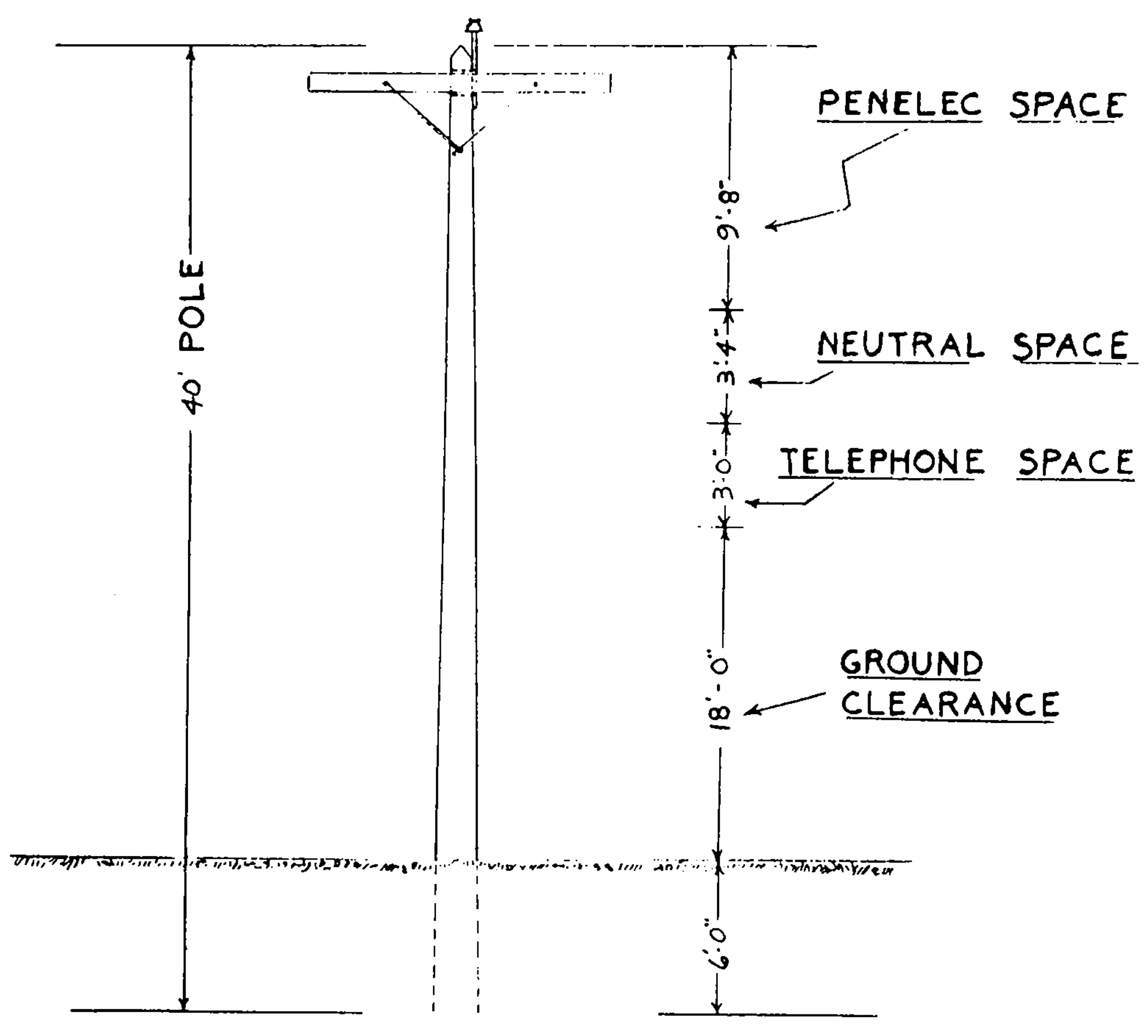
GENERAL TELEPHONE COMPANY OF PENNSYLVANIA

(SEAL)

By [signature]
President

Attest: [signature]
Secretary

EXHIBIT "A"



ALLOCATION OF SPACE
STANDARD 40 FT JOINT POLE

EXHIBIT B

APPLICATION AND PEI JT . OR RIGHT OF JOINT U: OI . OLES

Number

To (Owner)

Date

In accordance with the terms of the General Joint Use Agreement dated application by made for reserved space on your pole(s) as located and described below.

Location of pole(s)
City, Borough or Township, and County

Exch.

SYMBOLS X Power Pole O Telephone Pole — LOCATION SKETCH	Location Number	Pole Numbers	Pole Length	Remarks	Location Number	Pole Numbers	Pole Length	Remarks
	1		[illegible]	[illegible]	[illegible]	[illegible]		
	2		[illegible]	[illegible]	[illegible]	[illegible]		
	3		[illegible]	[illegible]	[illegible]	[illegible]		
	4				16			
	5				17			
	6				18			
	7				19			
	8				20			
	9				21			
	10				22			
	11				23			
	12				24			

Character of Circuits

N. or R. No.

Rental Effective from

Total Rental Poles

Total Non-Rental Poles

Additional Costs Per Article—(Details Below) $

Remarks:

nted Date

Owner

By

Title

Signed
(Licensee)

By

Title

VZ00389

DN-81 Rev. 950

PUBLIC VERSION

EXHIBIT C

NOTICE OF INTENT TO ABANDON RESERVED SPACE

Number____________

Date____________

r ______________________________(Owner)

In accordance with the terms of the General Joint Use Agreement dated________________notice is hereby given that his Company has removed its facilities from and abandoned the space reserved for its use on pole(s) as described below.

Location of pole(s)______________________________

City, Borough or Township, and County

Exch.____________

SYMBOLS
X Power Pole
O Telephone Pole

LOCATION SKETCH

Location Number	Pole Numbers	Pole Length	Remarks	Location Number	Pole Numbers	Pole Length	Remarks
1				13			
2				14			
3				15			
4				16			
5				17			
6				18			
7				19			
8				20			
9				21			
10				22			
11				23			
12				24			

N. or R. No.____________

Total Rental Poles____________

emarks:

Total Non-Rental Poles____________

eceipt of the foregoing is acknowledged

____

Date space was abandoned____________

____
(Owner)

Signed________________________
(Licensee)

y________________________

By________________________

itle________________________

Title________________________

VZ00390

DN-38 Rev. 866

EXHIBIT D

Number________________

NOTICE OF ABANDONMENT OF JOINT POLES AND TRANSFER OF OWNERSHIP

____________________ to ____________________

(Owner) (Licensee)

Under the terms of an agreement dated________________you maintain wires and appliances on pole(s) of Owner as follows:

Location of pole(s)____________________

City, Borough or Township, and County

Location Number	Pole Numbers	Pole Length	Present Value	Location Number	Pole Numbers	Pole Length	Present Value
1				13			
2				14			
3				15			
4				16			
5				17			
6				18			
7				19			
8				20			
9				21			
10				22			
11				23			
12				24			

Kindly advise within thirty (30) days from this date if you desire to assume ownership thereof in accordance with and subject to the provisions of said agreement.

Check Applicable Paragraph

☐ Licensee accepts ownership of the pole(s) designated in accordance with and subject to the provisions of said agreement dated

____

☐ Licensee declines the within tender of title and has removed or will remove all its wires and appliances from said pole(s).

____

(Licensee)

By________________

Title________________

Date________________

For and in consideration of the sum of One Dollar and other good and sufficient consideration, receipt whereof is hereby acknowledged, Owner hereby sells, transfers, assigns and sets over to Licensee, its successors and assigns, effective________________, all of its interest in the pole(s) designated above, and for itself, its successors and assigns, covenants and agrees with Licensee, its successors and assigns, that it will warrant and defend the same against all and every person or persons whomsoever lawfully claiming the same or any part thereof, but Owner does not warrant any right in Grantee to maintain said pole(s).

____

(Owner)

By________________

Title________________

Date________________

DN-24 Rev. 1256

PENNSYLVANIA ELECTRIC COMPANY

AND

GENERAL TELEPHONE COMPANY OF PENNSYLVANIA

SUPPLEMENTAL AGREEMENT AUGUST 12, 1966

TO

AGREEMENT DATED JANUARY 1, 1958

COVERING JOINT USE OF POLES

THIS SUPPLEMENTAL AGREEMENT, made this twelfth of August 1966, by and between the PENNSYLVANIA ELECTRIC COMPANY, a corporation of the Commonwealth of Pennsylvania, party of the first part, and General Telephone Company of Pennsylvania, a corporation of the Commonwealth of Pennsylvania, party of the second part.

WITNESSETH:

WHEREAS, the parties hereto did on January 1, 1958, enter into a general agreement for granting to each other the right of joint use of each others poles; and

WHEREAS, the parties hereto desire to amend Article IV (a), Article XVI (a) and Article XVI (b) of said agreement;

NOW THEREFORE, the parties hereto, do hereby covenant and agree as follows:

1. That Article IV (a) of said agreement be deleted and the following substituted:

   (a) Each party grants to the other the right to place attachments without specific approval upon any of its poles now standing or hereafter erected so long as said poles are not excluded from joint use under the provisions of Article I, Scope of Agreement. The Licensee shall notify the Owner of all attachments made to the Owner's poles using procedures as described in the Guide to Practice.

2. That Article XVI (a) of said agreement be deleted and the following substituted:

   (a) The Licensee may at any time abandon the use of a jointly used pole by removing its attachments therefrom and by giving notice of said action to the Owner as described in the Guide to Practice. Licensee shall not be responsible for any detriments, damages, losses, liabilities, claims, demands, suits, costs, or expenses of any kind or

description arising solely from conditions or actions existing or occurring after receipt of such notice and pertaining to the presence, maintenance, operation or removal of such pole or the facilities thereon; provided, however, that liabilities incurred prior to said notice shall not be affected thereby.

3. That Article XVI (b) of said agreement be deleted and the following substituted:

   (b) The Owner may at any time abandon the use of a jointly used pole by removing its facilities therefrom and giving the Licensee thirty (30) days notice thereof, on a form agreed to by both parties and executed in a manner to tender the transfer of title to Licensee. If Licensee shall not within said thirty (30) days have notified Owner of its intention also to abandon said joint pole, all the rights and liabilities of Owner in and to said joint pole shall be vested absolutely in Licensee, and Licensee shall thereafter save Owner harmless from all detriments, damages, losses, liabilities, claims, demands, suits, costs and expenses of every kind and description arising solely from any conditions or actions existing or occurring after the expiration of such notice period and pertaining to the presence, maintenance, operation, or removal of such pole or the facilities thereon; provided, however, that liabilities incurred prior to said expiration shall not be affected thereby. If Licensee shall have notified Owner of its intention also to abandon said pole but shall nevertheless have failed to remove its attachments therefrom within thirty (30) days from the date of its notice of intention to abandon, all the rights and liabilities of the Owner shall pass to Licensee at the end of such second thirty (30) day period as if no

declaration of intent had ever been made by Licensee. If Licensee shall notify Owner of its intention also to abandon said joint pole and shall remove its facilities therefrom within the time set forth herein, all the rights and liabilities of the Owner to said pole shall remain as theretofore.

4. That this agreement shall in no way change or amend the said agreement of January 1, 1958, except as herein specifically set forth.

5. That this agreement shall extend to and bind the successors and assigns of the parties hereto.

IN WITNESS WHEREOF, the parties hereto have caused these presents to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorised, on the day and year first above written.

PENNSYLVANIA ELECTRIC COMPANY

(SEAL)

Attest:

Assistant Secretary

By ______ Vice President

GENERAL TELEPHONE COMPANY OF PENNSYLVANIA

(SEAL)

Attest:

ASSISTANT Secretary

By ______ Vice President

PUBLIC VERSION

GUIDE TO PRACTICE

Interpretation and Administration Procedures

of

General Joint Use Agreement

between

Pennsylvania Electric Company

and

General Telephone Company of Pennsylvania

Dated: January 1, 1958

PUBLIC VERSION

Revised 9/22/66

INDEX TO GUIDE TO PRACTICE

GENERAL JOINT USE AGREEMENT

BETWEEN

PENNSYLVANIA ELECTRIC COMPANY

AND

GENERAL TELEPHONE COMPANY OF PENNSYLVANIA

Dated: January 1, 1958

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GUIDE TO PRACTICE

In Connection With General Joint Use Agreement Between

Pennsylvania Electric Company
and
General Telephone Company of Pennsylvania

Dated: January 1, 1958
Effective: January 1, 1958

- - - - - - -

To establish uniform practices and procedures applying to joint use of poles under the terms of the General Joint Use Agreement dated January 1, 1958 between Pennsylvania Electric Company (Penelec) and General Telephone Company of Pennsylvania (Telephone), the following interpretation of the terms of the Agreement and working practices is herein set forth. It is understood that nothing herein contained shall alter or cancel any part or parts of this Agreement, and, furthermore, that these interpretations may be changed at any time by mutual consent upon request of either party.

INTERPRETATION OF AGREEMENT

ARTICLE I. SCOPE OF AGREEMENT

(a) It is agreed that all poles of both parties now existing or hereafter erected may be made subject to joint use under the terms of this Agreement.

(b) The Owner has the right to exclude certain poles where in his judgment joint use is undesirable.

(1) Poles which in the Owner's judgment are necessary for its own sole use; and

(2) Poles which carry, or are intended by the Owner to carry, circuits of such a character that in the Owner's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable; and

(3) Poles where in the Owner's judgment joint use would not prove economical; and

(4) Where, in accordance with the tariff of either Company, a customer is required to provide, install and maintain poles to support service wires of either Company between their main line and customer's premises, it is decided to use poles of either Company, application shall be made to the Owner by the Licensee in accordance with the terms of this Agreement.

In special cases the annual rental charge to the Licensee may be waived due to special acquisition of poles by Owner. However, the Owner, prior to acquisition of poles of this class, shall advise the grantor that the Licensee may require reimbursement for rentals paid under this Agreement.

PUBLIC VERSION

ARTICLE II. EXPLANATION OF TERMS

OWNER. LICENSEE. ATTACHMENTS. RIGHT OF JOINT USE. SACRIFICED LIFE. *

NORMAL SPACE

1. It is agreed that the Normal Space on a pole will be allocated on the basis of three feet (3') for Telephone, three feet four inches (3' 4") neutral space, and the remaining space above the twenty-four feet four inches (24' 4") for Penelec.

2. It is agreed that a Neutral Space of forty inches (40") minimum up to seventy-two inches (72") as required by Specifications must be provided and maintained between the spaces reserved for each Company. It is the Joint Responsibility of Both Parties to preserve this Neutral Space. See Exhibit "1" attached hereto and made a part hereof.

NOTE: Where a pole taller than a Normal Joint Pole is required to "provide the proper clearance for the lowest telephone attachments above ground or track rails" the cost for the excess height will be allocated as provided for in Article VIII of the Agreement.

NORMAL JOINT POLE

A Normal Joint Pole is defined as a forty foot (40') Class 5 wood pole. It is agreed where circumstances permit poles of lessor height and/or class will be used. It is to the advantage of both Companies to use smaller poles when conditions allow. For example, where a thirty-five foot (35') pole meets minimum specifications as a joint pole, both Companies realize a saving.

SUB-NORMAL JOINT POLE

A Sub-normal Joint Pole is defined as one which is shorter or of a lower class than the Normal Joint Pole.

If both parties agree to use a Sub-normal Joint Pole, the pole shall be considered, classified, and executed under the provisions of the Agreement for a Normal Joint Pole.

If a pole of this classification has to be replaced at a later date with a pole that affords sufficient height, class, etc., the provisions of the Agreement under Article VIII (e) regarding sacrificed life and removal costs are to be borne by the party requiring the pole change, and shall apply at the time the pole is replaced.

1. It is agreed the space on a thirty-five foot (35') pole will be allocated on the basis of three feet (3') for Telephone, three feet four inches (3' 4") neutral space, and the remaining space above the twenty-four feet two inches (24' 2") for Penelec. See Exhibit 1.

2. Space on a thirty foot (30') pole will be allocated on the basis of one foot (1') for Telephone, three feet four inches (3' 4") neutral space, and the remaining space above the twenty-one feet ten inches (21' 10") for Penelec. See Exhibit 1.

CLEARANCE POLE DEFINITIONS

1. A Clearance Pole is a pole for which Licensee would not provide a substitute pole in the same approximate location if Owner elected to remove the pole in question.

2. Where overhead service wires or cables of Licensee are attached to poles of Owner for the purpose of maintaining required separation and/or vertical clearance, and not primarily for the purpose of supporting the said service wires or cables, such poles of Owner shall be classed as Clearance Poles. For example, when Owner or Licensee have their main pole line on the opposite sides of a thoroughfare, and where overhead service lines of Licensee cross the thoroughfare and attach to pole of Owner to maintain required separation from Owner's facilities, or for highway clearances, the Owner's pole shall be classed as a Clearance Pole and maintained as described in Article VIII (j).

3. Where overhead line wires or cables of Licensee are attached to poles of Owner at Owner's request and not primarily for the sole purpose of supporting the said overhead line wires or cables, such poles of Owner shall be classed as Clearance Poles.

4. When Owner maintains a long span line in a rural area that requires intermediate poles to reduce span length to accomodate the facilities of Licensee, the Licensee shall install and own the intermediate pole. The intermediate pole shall be of sufficient height and class to accomodate the Owner's facilities, and shall be classed as a Clearance Pole.

5. If one of the Companies is making a new mid-span crossing across the existing line of the other, a Clearance Pole of sufficient height and class for both Companies' attachments can be installed in the existing line of the other Company, unless impractical due to topography, etc.

ARTICLE III. SPECIFICATIONS

While it is definitely understood that the Specifications of the National Electrical Safety Code-Sixth Edition must be conformed with, the "Joint Pole Practices for Supply and Communication Circuits" (a report of the Joint Committee on Plant Coordination of the Edison Electric Institute and the Bell Telephone System, known as E.E.I. Publication No. M12 dated October 1945), or revision thereof, will be used as a guide in all fields of operation.

The plates included in M12 do not cover all types of construction. Neither are they intended to be used as construction drawings but only to show typical arrangements and give minimum requirements for clearance, strength, separation, etc. of the respective plants.

ARTICLE IV. ESTABLISHING JOINT USE OF EXISTING POLES AND INCREASED REQUIREMENTS FOR EXISTING JOINTLY USED POLES

(a) Paragraph (a) of this Article stipulates the Licensee shall notify the Owner of all attachments made to the Owner's poles. The method of reporting to the Owner such attachments will be outlined in detail under "Operating Practices" Section C. Procedure of Reporting Attachments.

(b) *

(c) It is Licensee's duty to advise Owner of additional guy loading to assist Owner in determining the guying requirements to be installed. If Licensee's additional guy involves use of Owner's guy stub, the guy pole shall be a rental pole.

(d) *

ARTICLE V. ESTABLISHING JOINT USE OF NEW POLES

(a) See foregoing under Article IV (a)

(b) (c) (d) *

(e) See foregoing under Article IV (c)

While not expressly set forth in this Article, it is understood that, where Owner is establishing a new joint pole line and Licensee will require additional non-mutual anchors, the Owner will, upon the request of the Licensee, secure the right-of-way, place the anchor and bill Licensee and Licensee shall own the anchor.

Also, where mutual anchors may not have been placed by Owner at all locations when joint line was originally established, Licensee may, if Owner agrees, obtain the right-of-way, place and own the anchor.

Where, at a later date, the Owner reouires guying at the above mentioned locations he may purchase non-mutual anchors owned by Licensee at a rate, based on Price Schedules.

(f) *

ARTICLE VI. RIGHT OF WAY FOR LICENSEE'S ATTACHMENTS *

ARTICLE VII. MAINTENANCE OF POLES AND ATTACHMENTS

(a) (b) *

(c) See foregoing under Article IV (a)

(d) *

(e) Although not expressly set forth in this paragraph in the Agreement, it is understood that situations will be encountered where cables should be permitted to be attached to either side. Climbing space must be provided at all times.

(f) *

ARTICLE VIII. DIVISION OF COSTS

(a) It is agreed that this covers all poles about to be made joint under this Agreement. They may be new poles or replacement of existing poles, except for the poles covered in Article VIII (e).

(1) It is agreed that when erecting new joint poles either as additional poles or as reconstruction of existing poles, and where replacing existing joint poles, normal poles shall be forty foot (40') Class 5 wood poles.

(2) It is agreed that a pole taller or stronger than the normal, the extra height or extra strength of which is due wholly to Owner's requirements, shall be erected at the sole expense of the Owner.

(3) It is agreed that a pole taller or stronger than the normal, the extra height, extra strength, or both of which is due wholly to Licensee's requirements, Licensee shall pay to Owner a sum equal to the difference between the cost in place of such pole and the cost in place of a normal joint pole.

(4) It is agreed that a pole taller or stronger than the normal, the extra height or extra strength of which is due to the requirements of both parties, Licensee shall pay to Owner a sum based on a ratio of sixty per cent (60%) for Penelec and forty per cent (40%) for Telephone, of the difference between the cost in place of such pole and the cost in place of a normal joint pole.

(5) It is agreed that in a case of a pole taller than the normal, where a height in addition to that needed for the purpose of either or both of the parties hereto is necessary in order to meet the requirements of public authority or of property owners, a sum based on a ratio of sixty per cent (60%) for Penelec and forty per cent (40%) for Telephone shall be borne by the Licensee, as the case may be. The balance of the cost of any additional height of such pole to be borne as provided in that one of the preceding Paragraphs 1, 2, 3, or 4, within which it would otherwise fall.

Clearance from Trees

Although not expressly set forth in this Article, where a pole taller than Normal is required to clear the attachments of one party from trees, the cost of such excess height will be borne by the party requiring the additional height; and where a pole taller than Normal is required to clear the attachments of both parties from trees, the cost of the excess height will be borne by the parties on the basis of sixty per cent (60%) for Penelec and forty per cent (40%) for Telephone.

Cost of Initial Rights-of-Way and Clearing Rights-of-Way for New Joint Line

The cost of initial Rights-of-Way and Clearing Rights-of-Way by Owner in excess of Owner's requirements and to meet requirements of Licensee shall be borne by Licensee. Since, in general, requirements of Penelec for cleared Rights-of-Way exceeds requirements of Telephone Company, the common cleared Rights-of-Way width shall be allocated as follows:

Penelec..(2/3) Two Thirds
Telephone..(1/3) One Third

Cost of Additional Rights-of-Way and Clearing of Additional Width on Existing Lines

If on existing lines - either joint or non-joint -, additional rights-of-way and/or additional clearing are required, the cost thereof shall be borne solely by the Company requiring such additional rights and/or clearing.

Maintenance of Joint Line Rights-of-Way

Owner shall maintain the cleared Rights-of-Way for the initial cleared width and the costs thereof shall be allocated by the Companies in the same proportion as the initial clearing unless requirements of either Company have changed.

Grading

(a) When it is necessary, in order to maintain uniform grade, to erect a pole or poles higher than normal, such higher pole or poles will be considered as arising from the requirements of both parties, and, under this Article, Licensee will pay to Owner its forty per cent (40%) or sixty per cent (60%) ratio of the cost of the excess height, with the following exceptions:

1. When grading arises out of excess height requirements of Owner, such poles will be erected at sole expense of Owner.

2. When grading arises out of excess height requirements of Licensee, the Licensee will pay Owner the cost of such excess height as provided in Article VIII Division of Costs.

(b) (c) *

(d) In those cases where existing joint poles already taller than normal are prematurely replaced by new ones of additional height, to meet the requirements of public authority or property owners (requirements for clearance from trees excepted); the height above normal shall be borne as specified in those Paragraphs of (a) of this Article within which they properly fall.

(e) *

(f) From past experience, this section should be used only in special situations where other provisions of the Agreement do not apply.

(g) It is agreed that when it becomes necessary to replace joint poles due to complete deterioration or as a result of damage, a normal pole will be replaced at sole expense of Owner. Poles taller than normal will be replaced by Owner and the cost of excess height will be borne as specified in those Paragraphs of (a) of this Article within which they properly fall. It is understood that in those locations where excess height on existing poles had not been previously assigned, the assignment and allocations of cost therefor, if any, will be made under the provisions of this section.

(h) Although not expressly provided in this Article, it is agreed that both parties will bear the expense of transferring and rearranging their own attachments at all times in connection with the replacement and relocation of existing poles and the establishment of joint use, including clearance poles. It is agreed that both parties will bear the expense of transferring and rearranging their own attachments in all cases, although otherwise provided for in this Article.

(i) *

(j) Although not expressly stated in this section, where permission is given by Owner for attachment of service drop of other party and pole top extension fixture is installed as provided for clearance purposes, the Owner will replace such pole at his sole expense with a pole of adequate height for Licensee's direct attachment at such time as replacement becomes necessary. It is agreed that a clearance pole will be erected, relocated, replaced or removed at the sole expense of the Owner.

(k) *

PUBLIC VERSION

ARTICLE IX. PROCEDURE WHEN CHARACTER OF CIRCUITS IS CHANGED

It is agreed that both parties will advise each other by letter and sketch so that the other Company will understand fully the nature of the proposed change. When Penelec proposes to change to a higher operating voltage, or proposes to install an additional circuit, it shall be their duty to submit a letter and sketch that designates all of the facts regarding length of the proposed feeder to be changed or added, voltage, number of phase conductors, wye or delta, with or without continuous neutral, type of grounds, and location of grounds that can be used by both parties to ground their protectors.

ARTICLE X. RENTALS

It is agreed that no rental will be paid for use of clearance poles as defined in this Guide to Practice.

(a) It is agreed that, effective January 1, 1958, the annual rental for Penelec poles used by Telephone will be $4.40 per pole and for Telephone poles used by Penelec will be $6.60 per pole.

(b) (c) (d) *

(e) It is agreed that effective date of rental shall be January 1 of the year in which the pole is attached or space reserved by the Licensee.

ARTICLE XI. PAYMENT OF TAXES *

ARTICLE XII. LIABILITY AND DAMAGES *

ARTICLE XIII. BILLS AND PAYMENT FOR WORK *

ARTICLE XIV. EXISTING RIGHTS OF OTHER PARTIES *

ARTICLE XV. ASSIGNMENT OF RIGHTS *

ARTICLE XVI. ABANDONMENT OF JOINTLY USED POLES

An equitable sum as stated in this Article shall be the value of a pole which is high enough for the Licensee's requirements based on Price Schedules.

ARTICLE XVII. RATIO OF OWNERSHIP

It is agreed that the following method shall be employed to maintain the proper balance of ratio of total rental poles between the Companies.

(a) The Company owning the number of poles below its ratio of the total rental poles shall install joint poles when new extensions are built or when sections of joint pole lines are reconstructed, relocated, etc.

(b) Penelec's Property Records Department will furnish both Companies semi-annual schedules of rental poles owned by each Company.

(c) Although not expressly stated in this or any other Articles of this Agreement, all poles now under previous Agreements shall be governed by the provisions of this Agreement as replaced or relocated.

ARTICLE XVIII. ANNUAL MEETING *

ARTICLE XIX. DEFAULTS *

ARTICLE XX. WAIVER OF TERMS OR CONDITIONS *

ARTICLE XXI. FUTURE STUDY *

ARTICLE XXII. TERM OF AGREEMENT *

ARTICLE XXIII. CANCELLATION OF EXISTING AGREEMENTS *

ARTICLE XXIV. GUIDE TO PRACTICE *

OPERATING PRACTICES

I. GENERAL

A. Joint Field Review

From past experience Joint Field Reviews of proposed construction and reconstruction of pole lines have been found indispensable in securing the proper application of provisions governing the joint use of such plant.

It is agreed that neither Company will underbuild or overbuild on separate parallel lines on the same side of the thoroughfare without having mutual consent.

B. Unauthorized Attachments

It is agreed in order to insure the successful operation of this Agreement that no unauthorized attachments on the part of either Company will be permitted. Exceptions will be made for emergency attachments such as services and others which cannot reasonably be covered jointly in the field before installing. Therefore, each Company will immediately initiate internal and inter-departmental routines to guarantee the prompt notification to the Owner of all attachments.

C. Neutral Space

The neutral space is provided for the protection of the workmen and plant of both parties. Therefore, it is important that both Companies cooperate fully in preventing attachments which encroach in this space.

D. Important Precautions

Past experience with joint use of poles indicates that there should be a stricter adherence to the specifications in regard to:

Climbing space
Position of ground wires
Position of guy wires
Position of insulation levels and guy insulators
Congestion of drop-loops (services), especially on transformer poles
Maintaining required clearance between services (drop-loops) of both Companies to and on customers' buildings
Special emphasis to separate telephone service lines from electric company ground leads
Telephone service on high voltage poles

Grounding of Cable Messenger and Protector Grounds

Where the Power Company employs a multi-grounded neutral system on a joint pole line, the Telephone Company may bond their cable messenger and protector grounds to the Power Company vertical ground wire. Vertical ground wires installed by the Telephone Company shall be connected to the multi-grounded neutral by the Power Company. If the Power Company places a new vertical ground wire on a pole having a telephone cable messenger in place, the Power Company will place a ground to the cable messenger. The Power Company shall check with the Telephone Company first to see if the messenger is grounded.

Bonding and/or Grounding of Street Light Brackets

Where a multi-grounded neutral system is used on a joint pole line which supports street lights and Telephone Company cable messenger, the Power Company will bond the street light brackets to the multi-grounded neutral and to the cable messenger. In the absence of a multi-grounded neutral system the Power Company will bond the street light bracket to the Telephone Company cable messenger if permissible by the Telephone Company. If the Telephone Company places a cable messenger where street lights are in place, the Telephone Company may ground the messenger to the street light bracket and, if in place, to the multi-grounded neutral vertical ground wire.

E. Miscellaneous

1. Disposition of Poles to be Removed

In connection with the replacement (or removal) of a jointly used pole (or poles), where feasible both Companies will arrange to cooperate in the transfer of facilities to the new pole so that Owner may remove the old pole without delay. It is Owner's obligation to remove the old pole unless otherwise designated.

It is the duty of both parties to make certain that the other's wires are neither touched nor disturbed.

2. Emergency Pole Replacement by Licensee

In emergency cases where Licensee discovers a hazardous pole condition requiring immediate attention, Licensee may proceed with the corrective

work and bill Owner. When time permits, the Owner's consent will first be secured. This practice is necessary in the interest of public safety.

II. FORMS

A. Joint Use Field Note Form - Exhibit "A"

1. Use of Forms

(a) This form will be used in lieu of interchange of letters to notify either party as Owner or Licensee of proposals and/or requests involving joint use and by the other party to reply thereto.

(b) The use and preparation of this form shall be on a local office or district level and will be used primarily between Penelec and Telephone Engineering Offices. The preparation of this form is illustrated on attached specific examples. See "A" Exhibits.

(c) Both parties hereto may use this form as a source document for punching cards (See "C" of this section) when attaching to or reserving space on poles.

2. Routing and Approval of Forms

Three (3) copies (more if required) will be prepared by Licensee

G.T. Co. of Pa. Routing	P.E. Co. Routing
#1 - Gentel Accounting	#1 - P.E. Co. System Accounting
#2 - P.E. Co. District Engineering	#2 - Gentel Division Engineering
#3 - Gentel Division Engineering	#3 - P.E. Co. District Office

3. Numbering System

All Joint Use Field Note Forms will be identified by numbers. Field note numbers shall be assigned consecutively.

(a) Forms Originated by Telephone

Each form number will be prefixed by letter "G" to identify the Telephone Company: the location of the Telephone Company Divisions: E for Erie, O for Oil City, J. for Johnstown, L for Somerset, S for Sayre, V for Vandergrift, and the number of the Penelec Division. The forms shall be numbered consecutively starting with number one (1) for each location. Example - Forms originated by Gentel in the Johnstown Division would be numbered GJ1-1, GJ1-2, GJ1-3, etc.

(b) Active Prefixes for Telephone are as Follows:

GE3 - Erie	Div. - Penelec Northwestern	Div. 3	
GO5 - Oil City	Div. - Penelec Northerntier	Div. 5	
GJ1 - Johnstown	Div. - Penelec Southern	Div. 1	
GJ7 - Johnstown	Div. - Penelec Eastern	Div. 7	
GL1 - Somerset	Div. - Penelec Southern	Div. 1	
GV1 - Vandergrift	Div. - Penelec Southern	Div. 1	(Indiana Dist.)
GS6 - Sayre	Div. - Penelec Northerntier	Div. 5	

(c) Forms Originated by Penelec

Each form number will be prefixed by letter "P" to identify the Power Company: the letter to designate the Telephone Company Division

and the number of the Division of the Power Company: 1 for Southern (Johnstown); 3 for Northwestern (Erie); 5 for Northerntier (Oil City); 6 for Northerntier (Towanda); and 7 for Eastern (Altoona). The forms shall be numbered consecutively starting with number one (1) for each location. Example - Forms originated by Penelec in the Erie area would be numbered PE3-1, PE3-2, PE3-3, etc.

(d) Active Prefixes for Penelec are as follows:

PV1 - Southern Div. (Johnstown)-Telephone's Vandergrift Div. (Indiana District)
PL1 - Southern Div. (Johnstown)-Telephone's Somerset Div. (Som.Dist.)
PJ1 - Southern Div. (Johnstown)-Telephone's Johnstown Div.
PE3 - Northwestern Div. (Erie) -Telephone's Erie Div.
PO5 - Northerntier Div. (Oil City) -Telephone's Oil City Civ.
PJ7 - Eastern Div. (Altoona) -Telephone's Johnstown Div.
PS6 - Northerntier Div. (Sayre) -Telephone's Sayre Div.

4. No. of poles on One Field Note

Not more than twenty (20) poles shall be included on one Field Note. There shall be no delineation as to area, civil division or telephone exchange. However, separate field notes will be required if more than one Penelec District is involved.

5. Submission of Field Note to Accounting

The source data will not be submitted until physical work is done in the field. Systematic notification will be established on a local level between the respective construction and engineering groups.

B. "Notice of Abandonment of Joint Poles and Transfer of Ownership" Form - Exhibit "B"

1. In view of the possible time required by Licensee to complete studies to determine whether ownership will be accepted or whether it will likewise be abandoned, and since a period of time is required by Owner to complete abandonment, the Owner's intention will be conveyed promptly to the Licensee.

2. Upon physical removal of all of its attachments, Owner will prepare "Notice of Abandonment of Joint Poles and Transfer of Ownership" form (Exhibit B) and forward it to Licensee, who will execute same and return it to Owner within the time limit thirty (30 days) specified in Article XVI (b) of the Agreement. The effective date will be thirty (30) calendar days or less after Owner executed form.

3. Six (6) copies of this form will be prepared by Owner. Two (2) will be signed by the authorized agent and the signatures will be conformed on the remaining copies. The two (2) conformed copies will be forwarded to Licensee who will affix signature of proper authorized agent to the two (2) signed copies and return the original copy to Owner. See Exhibit B-1.

4. All "Notice of Abandonment of Joint Poles and Transfer of Ownership" Forms shall be identified by the same numbers assigned to Field Notes.

C. Procedure of Reporting Attachments

1. All poles of either party to which the other party has attachments of any kind or has space reserved must report such attachment(s). See Exhibit C.

2. After construction has been completed, a card must be prepared and promptly submitted by the Licensee to the Owner. It is agreed that under normal conditions the time required to prepare and submit the card shall not exceed one (1) month. This card must be prepared, revised or removed by the originator's Accounting Department as shown on Exhibit C and prepared by that Companies Division or District Office.

(a) Coding of Fields

(1) Penelec District Code

(1-a) Each Penelec District has been assigned a numerical code to identify the district in which the joint pole is located. The following is a list of Penelec Districts and Code Number:

	Code		Code
Johnstown	11	Meadville	33
Somerset	12	Oil City	51
Indiana	13	Sayre	62
Erie	31	Ebensburg	72
Corry	32		

See Exhibit C-1

(2) P.E. Co. Pole Number

(2-a) This is the Penelec number of the pole jointly used. This card field must have a pole number or the IBM card will be useless.
NOTE: All card fields must be right justified, in other words, the last punch in each field will be in the right most column.

(3) Telephone Co. Exchange

(3-a) The Telephone Company District shall indicate the exchange area in which the jointly used pole is located. The following is a list of Telephone Company Exchanges and Code Number:

Vandergrift Division	Code	Sayre Division	Code
Vandergrift	600	Sayre	700
Avonmore	616		
Saltsburg	656		

Erie Division

	Code
Erie	100
Cambridge Springs	121
Corry	131
Edinboro	141
Fairview	146
Girard	151
McKean	156
North East	161
Phillipsville	166
Riceville	171
Union City	181
Waterford	191

Johnstown Division

	Code
Johnstown	300
Beaverdale	312
Central City	322
Holsopple - Davidsville	342
Hooversville	352
Nanty-Glo	362
Seward	365
South Fork	372
Vintondale	382
Windber	392

Oil City Division

	Code
Oil City	500
Clintonville	513
Cooperstown	523
Franklin	533
Grand Valley	543
New Bedford	547
New Wilmington	557
Pleasantville	563
Princeton Tel. Co.	576
Titusville	583
Wesley	593

Somerset Division

	Code
Somerset	800
Berlin	805
Boswell	815
Confluence	825
Meyersdale	845
Rockwood	865
Salisbury	875
Stoystown	885
Wellersburg	895

See Exhibit C-3.

(4) Telephone Co. Pole Number

(4-a) This is the Telephone Company's number of the jointly used pole. As in the case of Penelec, also for Telephone, the card is useless unless the Telephone pole number is punched in this card field. (See Exhibit C-4)

Should the Telephone Company pole number end with a fraction, the following codes will be used:

Fraction	Code
1/4	3
1/2	5
3/4	7

(5) Tax District

(5-a) This field will be coded with the proper tax district code as provided by Penelec Property Records Department and under separate cover. No more than one code can be assigned to one pole. See Exhibit C-5.

(6) Owner - Status

(6-a) The following codes will be used to designate the ownership and status of each pole jointly used:

Code	Owner	Status
1	Penelec	New Attachment
2	Penelec	Replaced Pole
3	Penelec	Remove Attachment
4	Penelec	Non-Rental
5	Telephone	New Attachment
6	Telephone	Replaced Pole
7	Telephone	Remove Attachment
8	Telephone	Non-Rental
X	Both	Record Correction

(Prefix original code with "X" when making correction). See (6-b) below.

(6-b) In the event an error is made in the information punched into a card with billing on it, a removal card must be made up (less the billing shown on original) and a new card with the correct information and billing must be prepared. In order that a Company will not be billed twice for the same pole, an "X" (J-R) punch will precede the proper owner-status code as described above. See Exhibit C-6. Corrections to billing must be done by letter (see Paragraph C-11-2)

(7) Size

(7-a) This field will show the actual size of the pole jointly used. See Exhibit C-7.

(8) Year

(8-a) This field will contain the year in which the attachment is made. Under both the 1949 and 1958 Agreements the rental effective dates run from January 1 to December 31 inclusive. See Exhibit C-8.

(9) Telephone Company

(9-a) Use this field to identify the Telephone Company. General Telephone Co. of Pa. 1958 Agreement, use Code 8. General Telephone Co. of Pa. 1949 Agreement, use Code 9. See Exhibit C-9.

(10) Requirements

(10-a) Use this field only in the event there is billing between Companies. The following Codes and Descriptions are self-explanatory:

Code	Billing to	Description
0	Owner	Remaining Life
1	Licensee	Additional Height
2	Licensee	Remaining Life
3	Licensee	Additional Class
4	Licensee	Additional Height & Remaining Life
5	Licensee	Additional Height & Additional Class
6	Licensee	Remaining Life & Additional Class
7	Licensee	Add. Height, Add. Class & Rem. Life
8	Licensee	Additional Anchor
9	Licensee	Other Costs

(11) Billing Information

(11-1) Place total on appropriate line. See Pages 17 & 18.

(11-2) All joint use billing will be done by single entries (do not combine poles) and will be accomplished on the porta punch cards or field note format except for the following and these billing exceptions will be authorized by letter.

(a) Errors in billing computation shall be called to the attention of the respective Accounting Department and a letter will be issued by the Accounting Department requesting an adjustment.

(b) When poles are eliminated for one companies benefit and non-betterment charges are applicable, a letter of authorization for billing will be issued between local engineering offices.

(c) When billing is processed and it is discovered that work has not been done or when work is done but Licensee discovers these poles are no longer required, credit for these items will be authorized between Accounting Departments.

III. PRICE SCHEDULES

For the purpose of simplification, the following price schedules have been agreed upon for use in connection with operations under the Agreement. They are based on the average experience of both parties under the conditions existing in the territory covered by the Agreement, and may be revised at any time by mutual consent of the parties.

A. Price Schedules - Effective June 1, 1964

1. Schedules of Prices -- All Kinds of Poles - 100%

	G.T. Co. Costs	P.E. Co. Costs
20 ft.	$ 31.00	$
25 ft.	53.00	110.00
30 ft.	71.00	119.00
35 ft.	102.00	126.00
40 ft.	118.00	153.00
45 ft.	160.00	202.00
50 ft.	210.00	230.00
55 ft.	237.00	272.00
Anchor	50.00	60.00

B. Cost of Poles with Excess Height or Class

1. Additional height of poles over the normal height shall be billed by Telephone at $6.00 per foot, regardless of kind of pole and by Penelec at $7.50 per foot. This applies to new poles and replacement poles.

2. A better class of poles, over and above the normal Class 5, shall be billed at $7.00 per class change.

C. Determination of Value in Place of Poles

The life span for all poles shall be thirty (30) years. For purposes of reflecting the condition of poles (as related to condition new), the Owner shall determine the remaining life by year in which pole was installed, if available, or if not, by inspection on the ground, with procedure as outlined below and in accordance with values and percentages outlined below:

1. The pole shall be inspected jointly by representatives from both Companies, in accordance with the standard procedure established for pole inspection by the Company proposing to purchase the pole. The procedure should include a) an appraisal of the effect of the defects observed, b) an appraisal of the condition of the pole in relation to a new pole, and c) an estimate of the age of the pole.

2. All Kinds of Wood Poles

25 years or more	remaining life -	100%
20 through 24 years	remaining life -	80%
15 through 19 years	remaining life -	60%
10 through 14 years	remaining life -	40%
6 through 9 years	remaining life -	20%
3 through 5 years	remaining life -	10%
less than 3 years	remaining life -	0%

D. Cost of Removing Joint Poles

No billing is to be rendered to either Company for cost of removing joint poles, except when pole is replaced by Owner for Licensee's sole benefit, in which case the cost of removing the joint pole shall be determined by applying proper percentages, using Schedule for Years of Remaining Life to a base cost of $20.00.

E. Salvage Value for Material Cost of Joint Poles

There shall be no salvage value allowed for chestnut poles. The salvage value of other poles removed shall be determined by applying proper percentages, using Schedule for Years of Remaining Life to the following average material costs of the old poles:

Height	Average Material Cost	
	G.T. Co. Costs	P.E. Co. Costs
20 ft.	$ 8.00	$
25 ft.	13.00	15.00
30 ft.	19.00	16.00
35 ft.	30.00	24.00
40 ft.	39.00	33.00
45 ft.	51.00	52.00
50 ft.	75.00	63.00
55 ft.	100.00	80.00

F. Cost of Moving Joint Poles

Moving joint pole without replacement for benefit of Licensee only:

If Owner moves pole, he bills Licensee $36.00.
If Licensee moves Owner's pole, there will be no billing.

Moving joint pole for sole benefit of Owner:

The pole is moved at Owner's expense.

Moving joint pole without replacement for mutual benefit (which includes poles moved to accommodate requirements of public authority, right-of-way, etc.) is done at Owner's expense.

G. Billing When Pole is Replaced at Licensee's Request (Owner to Remove and Retain Old Pole)

In addition to costs for poles taller than normal, if any, the Licensee will be charged or credited as follows:

1. Charge Licensee with remaining life value of old pole.

2. Charge Licensee with cost of removing old pole (see instructions under "Cost of Removing Joint Poles" - P. 16).

3. Credit Licensee with salvage value of old pole (see instructions under "Salvage Value for Material Cost of Joint Poles" - P. 16).

G.T. Co. Example

Replace 40' WRC, installed in 1954 with expired life of 10 years, with a 45' pole - Owner to remove and retain old pole:

Excess height cost 5' x $6.00	$ 30.00
Remaining life value of old 40' WRC $118.00 x 80%	94.40
Cost of removing old pole $20.00 x 80%	16.00
	$140.40
Less salvage value of old pole $39.00 x 80%	31.20
Net Total	$109.20

P.E. Co. Example

Replace a 40' WRC, installed in 1954 with expired life of 10 years, with a 50' Pole - Owner to remove and retain old pole:

Excess height cost 10' x $7.50	$ 75.00
Remaining life value of old 40' WRC $153.00 x 80%	122.40
Cost of removing old pole $20.00 x 80%	16.00
	$213.40
Less salvage value of old pole $33.00 x 80%	26.40
Net Total	$187.00

H. Billing When Pole is Replaced by Owner for Mutual Benefit of Both Companies or Due to Public Requirements, etc.

1. Normal pole replaced with like pole. This is replaced by Owner at his expense.

2. Normal pole replaced with higher pole.

Example: A 50' pole is set for mutual benefit to take the place of a 40' pole set in 1952. Owner to remove and retain old pole.

G.T. Co. Example

Cost = 60% of 5' x $6.00 = $18.00
Licensee to be billed 60% of $30.00 or $18.00

P.E. Co. Example

Cost = 40% of 5' x $7.50 = $15.00
Licensee to be billed 40% of $37.50 or $15.00

I. Billing and Procedure When Licensee Replaces Owner's Poles

Non-joint Used Pole

Owner requests Licensee to replace pole. Licensee bills Owner 100% actual cost.

Joint Used Pole

1. Owner requests Licensee to replace pole. Licensee bills Owner 100% actual cost.

2. Licensee replaces Owner's pole in emergency or by mistake. Licensee bills Owner 100%, based on Price Schedules.

* The representatives of the two Companies who prepared this Guide to Practice are of the opinion that this item was fully explained in the Agreement.

EXHIBIT A

PUBLIC VERSION

FIELD CH. KED: ☐ YES ☐ NO

PENNSYLVANIA ELECTRIC COMPANY — DATE

SERVICE DATE

FIELD CHECKED ☐ YES ☐ NO

BY — TELEPHONE COMPANY — DATE

FIELD . TE NO. — 38 — 49

PENELEC DIST	PENELEC POLE NUMBER	TELEPHONE COMPANY EXCHANGE	TELEPHONE CO POLE NO: LINE OR STREET NUMBER	TELEPHONE CO POLE NO: POLE NO	TELEPHONE CO POLE NO: FRACTION (NOTE 1)	TELEPHONE CO POLE NO: SUPPL	PENELEC CIVIL DIVISION	OWNER STATUS (NOTE 2)	POLE SIZE	EFFECTIVE DATE	TELE CO CODE	[illegible] (NOTE 3)	EXT HGT	REM LIFE	REMOVAL	LESS SALVAGE	MISC	ADD ANCHOR	TOTAL BILLING	PENELEC ORDER NUMBER	TELE CO ORDER NUMBER
2	3 11	12-14	15 20	21 25	26	27	28 30	31	32-33	34-35	36	37	50 53	54 58	59 63	64 67	68 71	72 75	76 80		

NOTE #1 COLUMN 26 FRACTION CODES

CODE	FRACTION
3	1/4
5	1/2
7	3/4

NOTE #2 COLUMN 31 OWNER STATUS CODES

CODE	OWNER	STATUS
1	PENELEC	NEW ATTACHMENT
2	PENELEC	REPLACE POLE
3	PENELEC	REMOVE ATTACHMENT
4	PENELEC	NON RENTAL
5	TELEPHONE	NEW ATTACHMENT
6	TELEPHONE	REPLACE POLE
7	TELEPHONE	REMOVE ATTACHMENT
8	TELEPHONE	NON RENTAL
X	BOTH	RECORD CORRECTION

ACCOUNTING DEPT.

NOTE #3 COLUMN 37 REQUIREMENTS CODES

CODE	BILLING
0	BILL OWNER - NON BETT AND/OR OTHER COSTS
1	BILL LICENSEE - ADDITIONAL HEIGHT
2	BILL LICENSEE - NON BETTERMENT
3	BILL LICENSEE - ADDITIONAL CLASS
4	BILL LICENSEE - ADDITIONAL HEIGHT - NON BETTERMENT
5	BILL LICENSEE - ADDITIONAL HEIGHT - ADDITIONAL CLASS
6	BILL LICENSEE - NON BETTERMENT - ADDITIONAL CLASS
7	BILL LICENSEE - ADD HEIGHT - ADD CLASS - NON BETTERMENT
8	BILL LICENSEE - ADDITIONAL ANCHOR
9	BILL LICENSEE - OTHER COSTS

DN 87 REV 6 67

VZ00418

EXHIBIT B

Number____________________

NOTICE OF ABANDONMENT OF JOINT POLES AND TRANSFER OF OWNERSHIP

____________________________ to ____________________________

(Owner) (Licensee)

Under the terms of an agreement dated____________________you maintain wires and appliances on pole(s) of Owner as follows:

Location Number	Pole Numbers	Pole Length	Present Value	Location Number	Pole Numbers	Pole Length	Present Value
1				13			
2				14			
3				15			
4				16			
5				17			
6				18			
7				19			
8				20			
9				21			
10				22			
11				23			
12				24			

Kindly advise within thirty (30) days from this date if you desire to assume ownership thereof in accordance with and subject to the provisions of said agreement.

Check Applicable Paragraph

☐ Licensee accepts ownership of the pole(s) designated in accordance with and subject to the provisions of said agreement dated

____

☐ Licensee declines the within tender of title and has removed or will remove all its wires and appliances from said pole(s).

____

(Licensee)

By____________________________

Title____________________________

Date____________________________

For and in consideration of the sum of One Dollar and other good and sufficient consideration, receipt whereof is hereby acknowledged, Owner hereby sells, transfers, assigns and sets over to Licensee, its successors and assigns, effective____________________, all of its interest in the pole(s) designated above, and for itself, its successors and assigns, covenants and agrees with Licensee, its successors and assigns, that it will warrant and defend the same against all and every person or persons whomsoever lawfully claiming the same or any part thereof, but Owner does not warrant any right in Grantee to maintain said pole(s).

____

(Owner)

By____________________________

Title____________________________

Date____________________________

DN-24 Rev. 3-56

FIELD CHECKED: [✓] YES [ ] NO

BY J SMITH — PENNSYLVANIA ELECTRIC COMPANY — DATE 8-3-67

SERVICE DATE

FIELD CHECKED: [✓] YES [ ] NO

BY J DOE — TELEPHONE COMPANY — DATE 7-31-67

FIELD NOTE NO. GE 3-1 (38–49)

PENELEC DIST (1-2)	PENELEC POLE NUMBER (3-11)	TELEPHONE COMPANY EXCHANGE (12-14)	LINE OR STREET NUMBER (15-20)	TELEPHONE CO POLE NO: POLE NO (21-25)	FRACTION (26)	SUPPL (27)	PENELEC CIVIL DIVISION (28-30)	OWNER STATUS (31)	POLE SIZE (32-33)	EFFECTIVE DATE (34-35)	TELE CO CODE (36)	BILL REQMTS (37)	EXT HGT (50-53)	REM LIFE (54-58)	REMOVAL (59-63)	LESS SALVAGE (64-67)	MISC (68-71)	ADD ANCHOR (72-75)	TOTAL BILLING (76-80)	PENELEC ORDER NUMBER	TELE CO ORDER NUMBER
31	B8952	100	S 211	10			60	1	45	67	8	0		ONE-HALF 30.60					30.60	31-1005	156556
31	5682	161	L 14	115	7		75	3	40	67	9									31-1006	156837
31	5682	161	L 14	115	7		75	2	45	67	8	9	37.50	91.80	12.00	19.80	14.00	60.00	195.50	31-1006	156837
31	5983	146	231154	918		2	62	3	40	67	8										
31	5983	146	231164	918		2	62	~~X~~ 1	40	67	8	0		ONE-HALF 40.80					40.80	31-919	154316
31	B6256	100	S 262	102			72	1	50	67	8	0		61.20	18.00	12.00			67.20	31-1106	157987
~~31~~	~~B6350~~	~~171~~	~~L 10~~	~~50~~			~~77~~	~~5~~	~~40~~	~~67~~	~~8~~										~~158667~~

RED PENCIL

PUBLIC VERSION

NOTE #1 COLUMN 26 FRACTION CODES

CODE	FRACTION
3	1/4
5	1/2
7	3/4

NOTE #2 COLUMN 31 OWNER STATUS CODES

CODE	OWNER	STATUS
1	PENELEC	NEW ATTACHMENT
2	PENELEC	REPLACE POLE
3	PENELEC	REMOVE ATTACHMENT
4	PENELEC	NON RENTAL
5	TELEPHONE	NEW ATTACHMENT
6	TELEPHONE	REPLACE POLE
7	TELEPHONE	REMOVE ATTACHMENT
8	TELEPHONE	NON RENTAL
X	BOTH	RECORD CORRECTION

ACCOUNTING DEPT.

NOTE #3 COLUMN 37 REQUIREMENTS CODES

CODE	BILLING
0	BILL OWNER - NON BETT AND/OR OTHER COSTS
1	BILL LICENSEE - ADDITIONAL HEIGHT
2	BILL LICENSEE - NON BETTERMENT
3	BILL LICENSEE - ADDITIONAL CLASS
4	BILL LICENSEE - ADDITIONAL HEIGHT - NON BETTERMENT
5	BILL LICENSEE - ADDITIONAL HEIGHT - ADDITIONAL CLASS
6	BILL LICENSEE - NON BETTERMENT - ADDITIONAL CLASS
7	BILL LICENSEE - ADD HEIGHT - ADD CLASS - NON BETTERMENT
8	BILL LICENSEE - ADDITIONAL ANCHOR
9	BILL LICENSEE - OTHER COSTS

DN 82 REV 6 67

VZ00420

EXPLANATION OF EXHIBIT C-3

LINE #1

Penelec informs GenTel it desires to replace an existing one-half (1/2) owned 35'-5 SP,C set in 1952 with a 45'-3 SP,C for their benefit. GenTel being the Licensee on the new pole will originate the card and bill Penelec one-half (1/2) the remaining life on the old unit.

LINE #2 & #3

GenTel requests that Penelec replace an existing 40'-5 SP,C set in 1957, now covered on the 1949 space rental, with a 45'-3 SP,C for its benefit. GenTel being the Licensee will originate the cards and bill themselves the change-out fee.

Line 2 will remove the information from the 1949 agreement and Line 3 will insert the new information in the 1959 agreement.

LINE #4 & #5

On some previous review, GenTel made arrangements to rent a pole and bill Penelec the remaining life. However, it was discovered that the street code was in error. In correcting this error, it is necessary to avoid double billing; therefore, an X along with the proper code (1, 2, or 4) will be entered in the owner status column.

LINE #6

Information recopied from Penelec (PE) Field Note. See Line 5 of Exhibit C-4 for original information.

LINE #7

GenTel is informing Penelec that a new pole is being added. On Accounting's copy strike out in red pencil. Penelec will prepare cards for owner status codes 5 through 8.

RED PENCIL — SEE GE3.

EXHIBIT C-4

PUBLIC VERSION

FIELD CHECKED: [x] YES [ ] NO

BY J SMITH — PENNSYLVANIA ELECTRIC COMPANY — 8-3-67 DATE

SERVICE DATE

FIELD CHECKED: [x] YES [ ] NO

BY J DOE — TELEPHONE COMPANY — 8-8-67 DATE

FIELD TE NO. PE 3-1 (39–49)

PENELEC DIST (1-2)	PENELEC POLE NUMBER (3-11)	TELEPHONE COMPANY EXCHANGE (12-14)	TELEPHONE CO POLE NO: LINE OR STREET NUMBER (15-20)	TELEPHONE CO POLE NO: POLE NO. (21-25)	FRACTION (26)	SUPPL (27)	PENELEC CIVIL DIVISION (28-30)	OWNER STATUS (31)	POLE SIZE (32-33)	EFFECTIVE DATE (34-35)	TEL CO (36)	CODE (37)	EXT HGT (50-53)	REM LIFE (54-58)	REMOVAL (59-63)	LESS SALVAGE (64-67)	MISC (68-71)	ADD ANCHOR (72-75)	TOTAL BILLING (75-80)	PENELEC ORDER NUMBER	TELE CO ORDER NUMBER
31	B62 54	100	262	100			72	5	45	67	8	7	30.00	ONE-HALF 47.20	16.00	31.20	14.00		76.00	31-1206	157987
31	B62 55	100	262	101			72	7	40	67	8									31-1206	157987
31	B6255	100	262	101			72	6	50	67	8	9	48.00	94.40	16.00	31.20	14.00	60.00	201.20	31-1206	157987
31	B6256	100	262	102			72	7	35	67	9						—	—		31-1206	157987
~~31~~	~~B6256~~	~~100~~	~~262~~	~~102~~			~~72~~	~~1~~	~~50~~	~~67~~	~~8~~	~~0~~		~~61.20~~	~~18.00~~	~~12.00~~			~~67.20~~	~~31-1206~~	~~157987~~

NOTE #1 COLUMN 26 FRACTION CODES

CODE	FRACTION
3	¼
5	½
7	¾

NOTE #2 COLUMN 31 OWNER STATUS CODES

CODE	OWNER	STATUS
1	PENELEC	NEW ATTACHMENT
2	PENELEC	REPLACE POLE
3	PENELEC	REMOVE ATTACHMENT
4	PENELEC	NON RENTAL
5	TELEPHONE	NEW ATTACHMENT
6	TELEPHONE	REPLACE POLE
7	TELEPHONE	REMOVE ATTACHMENT
8	TELEPHONE	NON RENTAL
X	BOTH	RECORD CORRECTION

OWNER'S COPY

NOTE #3 COLUMN 37 REQUIREMENTS CODES

CODE	BILLING
0	BILL OWNER - NON BETT AND/OR OTHER COSTS
1	BILL LICENSEE - ADDITIONAL HEIGHT
2	BILL LICENSEE - NON BETTERMENT
3	BILL LICENSEE - ADDITIONAL CLASS
4	BILL LICENSEE - ADDITIONAL HEIGHT - NON BETTERMENT
5	BILL LICENSEE - ADDITIONAL HEIGHT - ADDITIONAL CLASS
6	BILL LICENSEE - NON BETTERMENT - ADDITIONAL CLASS
7	BILL LICENSEE - ADD HEIGHT - ADD CLASS - NON BETTERMENT
8	BILL LICENSEE - ADDITIONAL ANCHOR
9	BILL LICENSEE - OTHER COSTS

DN 82 REV 6 67

VZ00422

EXPLANATION OF EXHIBIT C-4

LINE #1

Penelec requests that GenTel replace an existing one-half (1/2) owned 40'-5 SP,C set in 1956 with a 45'-3 SP,C for their benefit. Penelec being the Licensee will originate the new card and bill themselves for the change-out.

LINE #2 & #3

Penelec requests that GenTel replace an existing 40'-5 SP,C (1956) with a 50'-3. The first five (5) feet are needed for mutual ground clearance and the second five (5) feet and the classes are required for Penelecs' sole benefit.

Penelec being the Licensee will originate the cards and bill themselves the costs for change-out.

LINE #4 & #5

Penelec requests to replace 100% GenTel pole (35'-5 SP,C) set in 1954 now covered on 1949 agreement. GenTel concurs but we now become the Licensee and it is our obligation to issue the card.

GenTel Accounting Department only receives GenTel (GE) type Field Notes, therefore, this information will have to be recopied onto a GenTel (GE) Field Note and stricken from the Penelec (PE) Field Note in red pencil. Cross reference GenTel Field Note Number (GE3-1) on owner's copy.

PENNSYLVANIA ELECTRIC COMPANY
CIVIL DIVISION CODE NUMBERS

JOHNSTOWN DISTRICT #11

CODE NUMBERS	CIVIL DIVISIONS	
	CAMBRIA COUNTY	
26	Adams	-Township
27	Brownstown	-Borough
28	Conemaugh	-Township
29	Croyle	-Township
30	Daisytown	-Borough
31	Dale	-Borough
51	East Conemaugh	-Borough
32	East Taylor	-Township
33	Ferndale	-Borough
34	Franklin	-Borough
35	Geistown	-Borough
36	Jackson	-Township
37	Johnstown	-City
38	Lorain	-Borough
39	Lower Yoder	-Township
40	Middle Taylor	-Township
41	Portage	-Township
43	Richland	-Township
44	South Fork	-Borough
45	Southmont	-Borough
46	Stonycreek	-Township
47	Summerhill	-Township
48	Upper Yoder	-Township
49	Westmont	-Borough
50	West Taylor	-Township
	INDIANA COUNTY	
251	Armagh	-Borough
257	Buffington	-Township
265	East Wheatfield	-Township
283	West Wheatfield	-Township
	SOMERSET COUNTY	
354	Benson	-Borough
360	Conemaugh	-Township
375	Ogle	-Township
376	Paint	-Township
377	Quemahoning	-Township
380	Shade	-Township
389	Windber	-Borough
	WESTMORELAND COUNTY	
403	Fairfield	-Township
404	New Florence	-Borough
406	Seward	-Borough
405	St. Clair	-Township

PENNSYLVANIA ELECTRIC COMPANY
CIVIL DIVISION CODE NUMBERS

SOMERSET DISTRICT #12

CODE NUMBERS	CIVIL DIVISIONS	
	SOMERSET COUNTY	
351	Addison	-Borough
352	Addison	-Township
353	Allegheny	-Township
355	Berlin	-Borough
356	Black	-Township
357	Boswell	-Borough
358	Brothersvalley	-Township
359	Central City	-Borough
360	Conemaugh	-Township
361	Confluence	-Borough
362	Elk Lick	-Township
363	Garrett	-Borough
364	Greenville	-Township
365	Hooversville	-Borough
366	Jefferson	-Township
367	Jenner	-Township
368	Jennertown	-Borough
369	Lincoln	-Township
370	Lower Turkeyfoot	-Township
371	Meyersdale	-Borough
372	Middlecreek	-Township
373	Milford	-Township
374	New Centerville	-Borough
375	Ogle	-Township
376	Paint	-Township
377	Quemahoning	-Township
378	Rockwood	-Borough
379	Salisbury	-Borough
380	Shade	-Township
381	Shanksville	-Borough
382	Somerset	-Borough
383	Somerset	-Township
384	Stonycreek	-Township
385	Stoystown	-Borough
386	Summit	-Township
387	Upper Turkeyfoot	-Township
388	Ursina	-Borough
	GARRET COUNTY, MARYLAND	
426	Accident District	
428	Friendsville District	
427	Sangrun District	
429	Selbysport	
	FAYETTE COUNTY	
450	Henry Clay	

PUBLIC VERSION

PENNSYLVANIA ELECTRIC COMPANY
CIVIL DIVISION CODE NUMBERS

INDIANA DISTRICT #13

CODE NUMBERS	CIVIL DIVISIONS	
	INDIANA COUNTY	
252	Armstrong	-Township
254	Blacklick	-Township
255	Blairsville	-Borough
256	Brushvalley	-Township
257	Buffington	-Township
258	Burrell	-Township
259	Canoe	-Township
260	Center	-Township
261	Cherryhill	-Township
262	Clymer	-Borough
263	Conemaugh	-Township
264	East Mahoning	-Township
265	East Wheatfield	-Township
267	Grant	-Township
268	Green	-Township
269	Homer City	-Borough
270	Indiana	-Borough
271	Jacksonville	-Borough
272	Marion Center	-Borough
275	Pine	-Township
276	Plumville	-Borough
277	Rayne	-Township
278	Shelocta	-Borough
280	South Mahoning	-Township
281	Washington	-Township
283	West Wheatfield	-Township
284	White	-Township
285	Young	-Township
	WESTMORELAND COUNTY	
401	Bolivar	-Borough
402	Derry	-Township
403	Fairfield	-Township
	ARMSTRONG COUNTY	
2	Cowanshannock	-Township

PENNSYLVANIA ELECTRIC COMPANY
CIVIL DIVISION CODE NUMBERS

ERIE DISTRICT #31

CODE NUMBERS	CIVIL DIVISIONS	
	CRAWFORD COUNTY	
9	Cassawago	-Township
23	Spring	-Township
31	Venango	-Township
	ERIE COUNTY	
50	Albion	-Borough
53	Conneaut	-Township
55	Cranesville	-Borough
56	East Springfield	-Borough
57	Edinboro	-Borough
59	Elk Creek	-Township
60	Erie	-City
61	Fairview	-Borough
62	Fairview	-Township
63	Franklin	-Township
90	Girard	-Borough
64	Girard	-Township
65	Greene	-Township
66	Greenfield	-Township
67	Harborcreek	-Township
68	Lawrence Park	-Township
70	McKean	-Township
71	Middleboro (McKean)	-Borough
72	Millcreek	-Township
74	North East	-Borough
75	North East	-Township
76	Lake City	-Borough
77	Platea	-Borough
89	Presque Isle Peninsula	
78	Springfield	-Township
79	Summit	-Township
83	Washington	-Township
84	Waterford	-Borough
85	Waterford	-Township
88	Wesleyville	-Borough

PUBLIC VERSION

PENNSYLVANIA ELECTRIC COMPANY
CIVIL DIVISION CODE NUMBERS

CORRY DISTRICT ~~#32~~ — #43

CODE NUMBERS	CIVIL DIVISIONS	
	CRAWFORD COUNTY	
1	Athens	-Township
3	Bloomfield	-Township
6	Centerville	-Borough
20	Rome	-Township
25	Steuben	-Township
	ERIE COUNTY	
51	Amity	-Township
52	Concord	-Township
54	Corry	-City
58	Elgin	-Borough
65	Greene	-Township
69	LeBoeuf	-Township
73	Mill Village	-Borough
80	Union	-Township
81	Union City	-Borough
82	Venango	-Township
84	Waterford	-Borough
85	Waterford	-Township
86	Wattsburg	-Borough
87	Wayne	-Township
	WARREN COUNTY	
100	Bear Lake	-Borough
101	Columbus	-Township
102	Freehold	-Township
103	Pittsfield	-Township
104	Springcreek	-Township

VZ00428

PUBLIC VERSION

PENNSYLVANIA ELECTRIC COMPANY
CIVIL DIVISION CODE NUMBERS

#52

MEADVILLE DISTRICT #32

CODE NUMBERS	CIVIL DIVISIONS	
	CRAWFORD COUNTY	
1	Athens	-Township
2	Beaver	-Township
4	Blooming Valley	-Borough
5	Cambridge Springs	-Borough
38	Cambridge	-Township
7	Conneaut	-Township
8	Conneautville	-Borough
9	Cussewago	-Township
10	East Mead	-Township
11	Greenwood	-Township
12	Hayfield	-Township
13	Linesville	-Borough
14	Meadville	-City
15	North Shenango	-Township
16	Pine	-Township
17	Randolph	-Township
18	Richmond	-Township
19	Rockdale	-Township
21	Sadsburg	-Township
22	South Shenango	-Township
23	Spring	-Township
24	Springboro	-Borough
25	Steuben	-Township
26	Summerhill	-Township
27	Summit	-Township
28	Townville	-Borough
39	Troy	-Township
29	Union	-Township
30	Venango	-Borough
31	Venango	-Township
32	Vernon	-Township
33	Wayne	-Township
34	West Mead	-Township
35	West Shenango	-Township
36	Woodcock	-Borough
37	Woodcock	-Township
	ERIE COUNTY	
69	LeBoeuf	-Township
	VENANGO COUNTY	
150	Plum	-Township

VZ00429

PUBLIC VERSION

PENNSYLVANIA ELECTRIC COMPANY
CIVIL DIVISION CODE NUMBERS

OIL CITY DISTRICT #51

CODE NUMBERS	CIVIL DIVISIONS	
	BUTLER COUNTY	
450	Allegheny	-Township
451	Hovey	-Township
452	Venango	-Township
	CLARION COUNTY	
1	Ashland	-Township
2	Beaver	-Township
3	Callensburg	-Borough
18	Clarion	-Township
4	Elk	-Township
5	Farmington	-Township
6	Foxburg	-Borough
7	Highland	-Township
8	Knox	-Borough
9	Knox	-Township
10	Licking	-Township
11	Paint	-Township
12	Piney	-Township
13	Richland	-Township
14	St. Petersburg	-Borough
15	Salem	-Township
16	Shippenville	-Borough
17	Washington	-Township
	CRAWFORD COUNTY	
50	Hydetown	-Borough
51	Oil Creek	-Township
52	Titusville	-City
53	Troy	-Township
	ELK COUNTY	
475	Millstone	-Township
	FOREST COUNTY	
202	Howe	-Township
203	Barnett	-Township
204	Green	-Township
205	Harmony	-Township
201	Hickory	-Township
206	Jenks	-Township
207	Kingsley	-Township
208	Tionesta	-Borough
209	Tionesta	-Township

PUBLIC VERSION

PENNSYLVANIA ELECTRIC COMPANY
CIVIL DIVISION CODE NUMBERS

OIL CITY DISTRICT #51, (CONT'D.)

CODE NUMBERS	CIVIL DIVISIONS	
	VENANGO COUNTY	
350	Allegheny	-Township
351	Canal	-Township
352	Cherrytree	-Township
353	Clinton	-Township
354	Clintonville	-Borough
355	Cooperstown	-Borough
356	Cornplanter	-Township
357	Cranberry	-Township
358	Emlenton	-Borough
359	Franklin	-City
360	Frenchcreek	-Township
361	Irwin	-Township
362	Jackson	-Township
363	Oakland	-Township
364	Oil City	-City
365	Oilcreek	-Township
366	Pine Grove	-Township
367	Pleasantville	-Borough
368	Plum	-Township
369	Polk	-Borough
370	President	-Township
371	Richland	-Township
372	Rockland	-Township
373	Rouseville	-Borough
374	Sandycreek	-Township
375	Scrubgrass	-Township
376	Sugarcreek	-Township
377	Utica	-Borough
	WARREN COUNTY	
130	Southwest	-Township

PUBLIC VERSION

PENNSYLVANIA ELECTRIC COMPANY
CIVIL DIVISION CODE NUMBERS

SAYRE DISTRICT ~~#62~~ #61

CODE NUMBERS	CIVIL DIVISIONS		POLE # PREFIX
5	Athens	-Borough	2A
6	Athens	-Borough	3A
18	Litchfield	-Township	13L
26	Ridgebury	-Township	3R
29	Sayre	-Borough	1S
30	Sheshequin	-Township	7S
31	Smithfield	-Township	10S
33	South Waverly	-Borough	2S
34	Springfield	-Township	12S
44	Ulster	-Township	1U
45	Warren	-Township	8W
49	Windham	-Township	13W

SUSQUEHANNA COUNTY

150	Apolacon	-Township	4A
173	Little Meadows	-Borough	1L

PUBLIC VERSION

PENNSYLVANIA ELECTRIC COMPANY
CIVIL DIVISION CODE NUMBERS

EBENSBURG DISTRICT #72

CODE NUMBERS	CIVIL DIVISIONS	
	BLAIR COUNTY	
42	Allegheny	-Township
50	Juniata	-Township
	CAMBRIA COUNTY	
76**	Allegheny	-Township
58	Barnesboro	-Borough
77	Barr	-Township
78	Blacklick	-Township
79	Cambria	-Township
59	Carrolltown	-Borough
60	Cassandra	-Borough
80*	Chest	-Township
61	Chest Springs	-Borough
81*	Clearfield	-Township
62	Cresson	-Borough
82	Cresson	-Township
83	Croyle	-Township
63	Ebensburg	-Borough
85	E. Carroll	-Township
86	Elder	-Township
64	Gallitzin	-Borough
87**	Gallitzin	-Township
88	Jackson	-Township
65	Hasting	-Borough
66	Lilly	-Borough
67	Loretto	-Borough
89	Munster	-Township
68	Nanty Glo	-Borough
69	Patton	-Borough
70	Portage	-Borough
90	Portage	-Township
71	Sankertown	-Borough
72	Spangler	-Borough
73	Summerhill	-Borough
91	Summerhill	-Township
92	Susquehanna	-Township
74	Tunnelhill	-Borough
190	Vintondale	-Borough
93	Washington	-Township
94	W. Carroll	-Township
75	Wilmore	-Borough

* No Facilities
** In District 71 also

Exhibit 10

GENERAL AGREEMENT

FOR THE

JOINT USE OF POLES

BETWEEN

PENNSYLVANIA ELECTRIC COMPANY

AND

QUAKER STATE TELEPHONE COMPANY

(EFFECTIVE JANUARY 1, 1988)

PUBLIC VERSION

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This Agreement made this 1st day of January 1988 between Quaker State Telephone Company a public utility corporation of the Commonwealth of Pennsylvania, a Pennsylvania corporation having its principal office in the Township of Derry, County of Dauphin, PA, hereinafter called Quaker State, and Pennsylvania Electric Company, a public utility corporation of the State of Pennsylvania, hereinafter called Penelec, a Pennsylvania Corporation having its principal office in the City of Johnstown, County of Cambria, Pa.

WITNESSETH:

WHEREAS, Penelec and Quaker State desire to cooperate in keeping pole plant at a minimum in the territory covered by this Agreement and to provide for the joint use of their respective poles when and where joint use shall be of mutual advantage in meeting their service requirements.

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

PUBLIC VERSION

ARTICLE I

SCOPE OF AGREEMENT

A. This Agreement shall be in effect in all of the territory of the Commonwealth of Pennsylvania in which both parties to this agreement now or may hereafter operate in common, and shall cover all poles of each party in the territory, when said poles are brought hereunder in accordance with the procedures hereinafter provided.

B. Each party reserves the right to exclude from joint use (1) poles which, in Owner's judgment, are necessary for its own sole use; (2) poles which carry, or are intended to carry, circuits of such character that in the Owner's judgment the proper rendering of its service now or in the future makes joint use of such poles undesirable; and (3) poles where, in the Owner's judgment, joint use would not prove economical.

ARTICLE II

DEFINITIONS

For the purpose of this Agreement, the following terms shall mean:

ATTACHMENTS means all wires, cables, appliances, apparatus, fixtures and appurtenances of every description now or hereafter used on poles of either party in its business.

JOINT USE POLE means a pole which under this Agreement is occupied by attachments of both parties at the time of execution of this Agreement or thereafter and includes steel I-Beam stub poles.

LICENSEE means the party to whom the right of joint use of any pole has been granted by the Owner.

NORMAL SPACE is the following described space on a joint use pole for the use of each party, respectively, except that attachments of one party may be located in the space normally set aside for the other party so long as such attachments are made in accordance with Article III - Specifications:

1. A space of nineteen (19) feet above the ground line shall be for the common use of both parties. The next three (3) feet shall be designated telephone space, above which shall be the standard separation space as established by the National Electrical Safety Code in effect at the time the pole became a joint use pole between communication facilities and power facilities. The remaining space to the top of the pole shall be designated power space.

OWNER means the party having title to and full ownership of any pole.

ISOLATED SERVICE NEUTRAL is a customer service neutral (electrical) which is not interconnected with the common neutral (electrical) of the primary distribution circuit.

VZ00438

PUBLIC VERSION

ARTICLE III

SPECIFICATIONS

Each of the parties hereto shall construct and maintain its jointly used poles and its attachments on all jointly used poles in accordance with the applicable edition of the National Electrical Safety Code, except where the lawful requirements of public authorities may be more stringent, in which case the latter will govern.

Any existing joint use construction of the parties completed prior to this agreement, which does not conform to these requirements shall be brought into conformity therewith as soon as practicable.

ARTICLE IV

ADMINISTRATIVE COMMITTEE

A. An Administrative Committee shall be established consisting of four members, two from each company. It shall be the responsibility of the Administrative Committee to interpret the Agreement, arbitrate questions, and to resolve problems arising from the operation of the Agreement. The Administrative Committee shall also be responsible for:

1. Establishing such applications and permitting forms and procedures required in the licensing and recording of joint pole usage.

2. Recalculation of pole compensation rates as prescribed in Article XVI.

3. Publication and maintenance of any interpretations, practices, and administrative procedures necessary to implement the administration of the Agreement, consistent with the terms hereof.

4. Establishing a schedule of rates for billing purposes.

B. The Administrative Committee will meet as often as required but must meet at least once annually. The Chairmanship of the Committee shall be rotated between the companies on a yearly basis.

VZ00439

PUBLIC VERSION

ARTICLE V

ESTABLISHING JOINT USE OF NEW POLES

A. Whenever either party requires new pole facilities, either as an additional pole, a new pole line, or an extension of any existing pole line, where neither party has existing pole facilities, it shall promptly notify the other party's local representative, in writing, in order to determine the desirability of joint use. The other party shall promptly respond. Both parties shall make a good faith effort to give advance oral notification.

B. If joint use is agreed upon, the parties shall cooperate in designing the proposed construction to meet the needs of both parties. Ownership of new pole structures will be determined by mutual agreement. The party which is to become Licensee will submit to Owner an application for joint use in such form and manner as may be agreed upon and established by the Administrative Committee. An authorized representative shall signify his authorization of the proposed joint use by promptly signing and returning the application as soon as the new pole structure is in place, the signed document thereby constituting a license for joint use.

C. If joint use cannot be agreed upon, the parties shall cooperate to determine the most practical and economical method of effectively providing separate lines.

ARTICLE VI

ESTABLISHING JOINT USE OF EXISTING POLES

A. Whenever either party desires to make an initial attachment to or reserve space on any pole owned by the other party, it shall make written application in such form and manner as may be agreed upon and established by the Administrative Committee. The Owner shall signify his authorization of the proposed joint use by promptly signing and returning the application, it thereby constituting a license for joint use. Either party has permission to attach to the other party's poles, without prior notification except those excluded from joint use as determined by the company representatives and only if the pole is of sufficient height, strength, and proper clearances to accommodate joint use provided, however, that written application for joint use shall be made to the Owner within ten (10) working days thereafter.

B. If the pole is available for joint use but requires rearrangement of the Owner's facilities, the Owner will cooperate to make such rearrangements as may be necessary to allow the existing pole to be brought into joint use. Where the pole is inadequate and such rearrangement is not reasonable, the pole shall be replaced. Each party shall be responsible for placing, transferring and rearranging its own facilities.

C. The parties hereto recognize that projects by either party which require large numbers of pole replacements could significantly affect the financial and manpower capacities of the other party. Each, therefore, agrees to give maximum notice of any such plans so as to provide sufficient interval for preparations. Neither party, as Owner, is obligated by the Agreement to replace poles for Licensee in such numbers as would be, in Owner's judgment, prejudicial to Owner.

D. A disagreement which cannot be resolved by the supervisors of each party shall be referred to the Administrative Committee.

VZ00440

PUBLIC VERSION

ARTICLE VII

JOINT USE - ADDITIONAL REQUIREMENTS

A. A cooperative effort shall be made by both parties to fully utilize an existing joint use pole by adjusting facilities before a pole replacement is made. Whenever a joint pole replacement is required, the location of the new pole shall be mutually acceptable.

B. When a joint use pole must be replaced due to requirements of Owner, Owner shall notify Licensee, in writing, of the pending replacement. Licensee shall promptly respond, in writing, stating whether or not any special considerations are desired. Both parties shall make a good faith effort to give advance oral notification.

C. When a joint use pole must be replaced due to requirements of Licensee, Licensee shall request Owner, in writing, to replace such pole. If Owner cannot make such replacement, then Licensee may, with Owner's permission, make the replacement and Owner will transfer its facilities. Owner will retain ownership unless otherwise mutually agreed to and Licensee will be reimbursed by Owner in accordance with a schedule of rates established by the Administrative Committee. The replacement of large numbers of poles shall be as stated in Article VI.

D. If any joint use pole requires relocation or replacement for reasons for which neither party is solely responsible except under emergency vehicular related accidents, including requirements of public authority, Owner shall at its own cost make such relocation or replacement and each party shall be responsible for the transfer of its facilities. Removal of the old pole shall be in accordance with Paragraph F, below.

E. If either party requires an additional joint use pole to be installed in an existing line, the placing and ownership of the pole shall be determined by mutual agreement.

F. Each party will assume its own transfer charges except under emergency vehicular related accidents. However, the parties recognize the need for cooperation in locating replacement poles so that both parties' facilities are adequately provided for and transfer costs minimized. The last party to transfer from the old pole will remove and dispose of the old pole unless otherwise instructed by Owner. Responsibility for third party attachments shall be as specified in Article XIII.

G. When a pole is replaced, the replacing party shall notify the other party when the replacement is completed.

H. When mutually agreeable, additional pole height may be provided by a pole top extension in order to defer a pole replacement. Penelec will supply and install pole top extensions at the expense of the party requiring the additional joint use pole height. Each party shall make such rearrangement of its facilities as may be required, at its own cost and expense, in order to permit the use of a pole top extension.

VZ00441

PUBLIC VERSION

ARTICLE VIII

MAINTENANCE

A. Owner shall, at its sole expense, maintain its joint use poles in a safe and serviceable condition and in accordance with the specifications of Article III.

B. When replacing a jointly used pole carrying terminals of aerial cable, underground connections, or transformer equipment, the new pole shall be set as near as practicable to the hole which the replaced pole occupied unless special conditions make it necessary or mutually desirable to set it in a different location.

C. Owner shall give Licensee written notice of all pending joint use pole replacements and Licensee shall reply within ten (10) working days whether or not any special considerations are desired. Emergency replacements by owner which do not permit sufficient interval for written notification are excepted.

D. Each party will assume its own transfer charges except under emergency vehicular related accidents. However, the parties recognize the need for cooperation in locating replacement poles so that both parties' facilities are adequately provided for and transfer costs minimized. The last party to transfer from the replaced pole will remove and dispose of the replaced pole unless otherwise instructed by Owner. Responsibility for third party attachments shall be as specified in Article XIII.

ARTICLE IX

RIGHT OF WAY

No guarantee is given by Owner for permission from property owners, municipalities or any other party for the use of its poles by Licensee. Licensee shall, at its own expense, secure all necessary rights of permissions from the owners of property and public authorities involved for use of Owner's poles by Licensee. The parties may, if mutually agreeable, elect to secure joint rights of way or permissions.

ARTICLE X

GUYING

A. Each party shall place, at its own expense, guy wires required for the support of its own wires and appliances on joint use poles.

B. In connection with the erection of poles for joint use either as an additional line, line extension or reconstruction of an existing line, Owner shall place, at its own expense, multi-eye anchors of sufficient strength for mutual use at common guying points.

C. Authorized company representatives will determine required strength of joint use anchors.

D. Anchors required solely for the purposes of one of the parties shall be placed by and at the expense of that party.

VZ00442

PUBLIC VERSION

ARTICLE XI

TRIMMING AND CLEARING

Each of the parties shall be responsible for the initial and/or maintenance trimming or cutting of trees as may be necessary to clear its own wires and attachments on jointly used poles provided, however, that the parties may agree, in cases mutually advantageous, that one of the parties will arrange for trimming to clear the wires and appliances of both parties, the cost thereof to be shared upon such basis as has been agreed upon prior to the start of work.

ARTICLE XII

BONDING & GROUNDING

A. In connection with the joint use of poles hereunder, inductive and protective coordination measures make desirable the interconnection of Quaker State's cable plant and/or protective equipment with Penelec's system neutral. In no case shall interconnection be made to a ground wire that is not connected to a system neutral, such as a lightning arrester, or any other ground where the connection to the system neutral is not clearly visible. Caution shall be exercised by both parties to prevent nullification of an isolated service neutral (electrical) at a customer location.

B. At a pole where there is an existing vertical ground wire connected to Penelec's system neutral, Quaker State may place bond wire connecting its cable strand and/or guy to the vertical wire at telephone grade location.

C. At a pole where there is not an existing ground wire connected to Penelec's system neutral, Quaker State may place a coiled length of bond wire connected to its cable strand and/or guy and request Penelec to connect bond wire to the system neutral.

D. Bonding as may be required between a Quaker State guy and a Penelec guy not attached to the same anchor rod may be placed and connected by either party.

VZ00443

ARTICLE XIII

THIRD PARTY ATTACHMENTS

A. Each party shall be solely responsible for facilities owned by its respective customers which are attached to jointly used poles. Such customer-owned attachments shall be limited, as to any pole, to such number as will not interfere with the use of the pole by both Owner and Licensee. Customer owned facilities are those which are owned by the customer and used solely for the purpose of providing service to the customer residence or building. It is understood and agreed that the general license granted hereunder is intended to include such customer-owned facilities.

B. Each party consents to the attachment of a third party when attachments of the third party are made in accordance with the National Electrical Safety Code and the specific requirements of both Owner and Licensee.

C. All contracts covering the attachment to joint use poles by third parties, other than customers of the Licensee, shall be made by the company controlling the space in which the third party attachment is made.

D. The attachments by third parties are, for the purpose of this Agreement, considered to be the responsibility of the company controlling the space in which the third party attachment is made.

ARTICLE XIV

SERVICE REQUIREMENTS & EMERGENCY SITUATIONS

A. In the event Owner of existing joint use poles or the party to become Owner of new joint use poles does not install, replace or relocate such poles in time to meet the service requirements of Licensee, Licensee may request permission from Owner to proceed with such work as is necessary to meet Licensee's service requirements and, if granted, complete such work and bill Owner according to the schedule of rates established by the Administrative Committee.

B. In the event of emergency situations, Licensee may, upon notice to Owner, install, replace or relocate such poles as may be necessary to alleviate said emergency conditions. Upon completion of such work, Owner shall reimburse Licensee in accordance with the schedule of pole rates referred to in paragraph A, provided the ownership of the pole does not change.

PUBLIC VERSION

ARTICLE XV

CHANGES IN OR REMOVAL OF WIRES AND ATTACHMENTS

A. Whenever either party desires to change the character of its circuits on any joint use poles and such change might affect the inductive nature of the facility, or which will result in increased or decreased clearance separations as provided in Article III, that party shall notify the other party in writing of such contemplated change and the joint use of such poles shall continue with such changes in construction as may be required to meet the terms of Article III. Should the parties fail to agree upon conditions which would permit continued joint use, they shall then cooperate to determine the most practical and economical method of effectively providing for separate lines and the equitable apportionment of the net expense involved. In the event that the parties cannot agree as to the method of effectively providing for separate lines, Licensee shall remove its attachments from the jointly used poles at its expense.

B. Licensee may, at any time, remove all of its wires and appliances from any of Owner's poles. Any liabilities, fees or charges incurred under this agreement prior to the removal shall not be terminated or affected thereby.

C. Owner may, at any time, abandon the use of any licensed joint use pole. If Owner is not obligated to remove such pole, Owner shall give Licensee thirty (30) days notice in writing to remove its attachments or purchase such pole for an equitable sum as may be agreed upon by parties. If Licensee elects to purchase said pole, Owner shall deliver to Licensee an appropriate instrument transferring title thereto. If Owner is obligated to remove such pole upon abandonment by it or if Licensee elects not to purchase, Licensee shall remove its facilities.

D. Upon such transfer of ownership, the party to whom the ownership of poles is transferred shall thereafter defend and save harmless the party from whom the ownership is transferred from all detriment, damage, losses, liability, claims, demands, suits, costs and expenses of every kind and description, by reason of or in any way resulting from the presence, maintenance, operation or removal of said transferred poles or the wires and appliances thereon, or by reason of the acts or negligence of the agents or employees of the party to whom the ownership is transferred in maintaining, operating or removing said transferred poles and the wires and appliances thereon, or their acts or negligence while engage in such work provided, however, that any liability incurred prior to the transfer of ownership shall not be terminated or affected thereby.

VZ00445

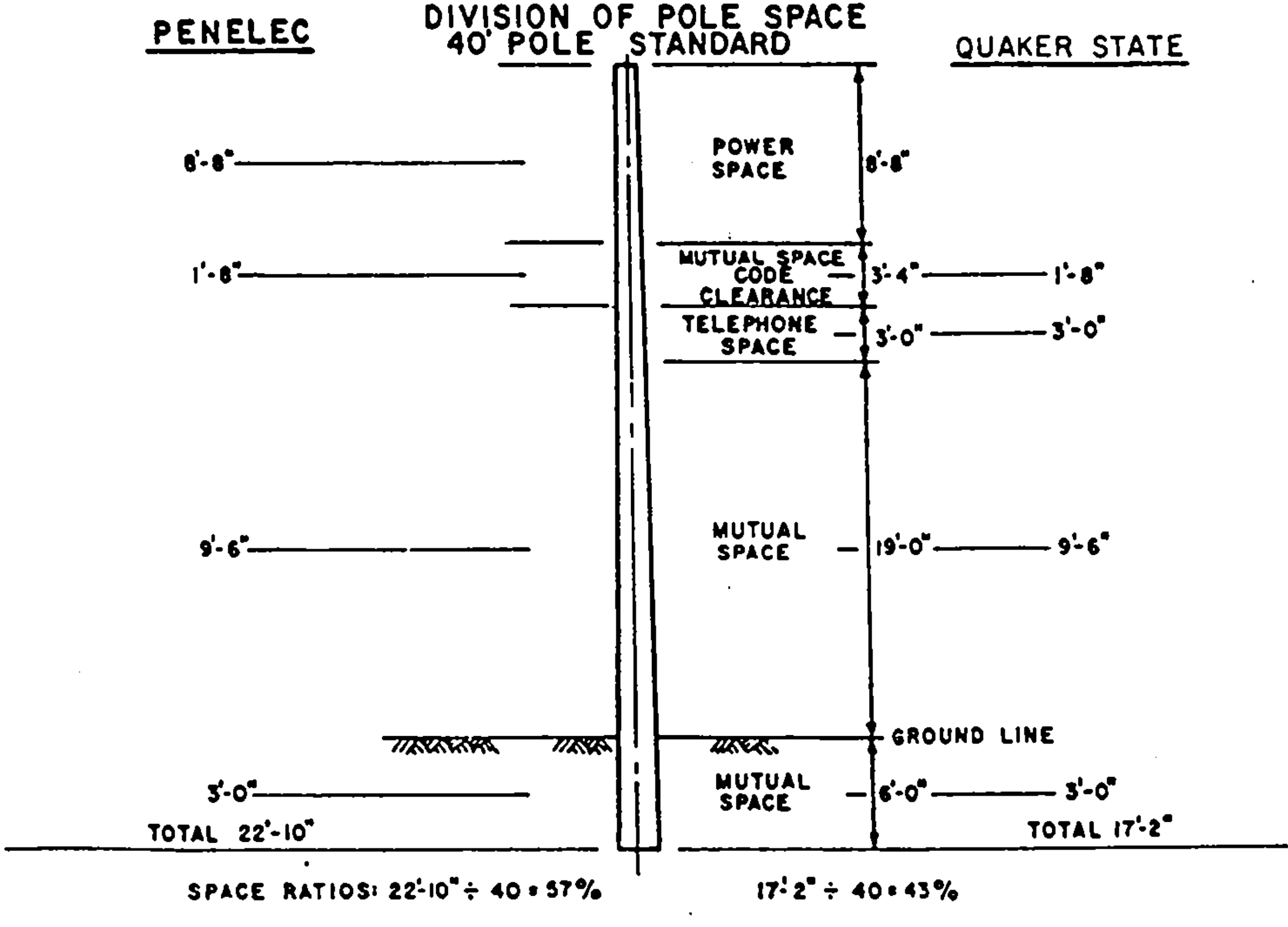
PUBLIC VERSION

ARTICLE XVI

COMPENSATION

A. Compensation shall be paid to Owner by Licensee for each of Owner's poles to which Licensee is attached. Push braces are considered to be guys.

B. The amount of compensation will be based upon the annual carrying cost applicable to distribution poles of both parties and the relative usage by each party of an average joint use pole expressed as a percentage. For the purpose of calculating compensation, an average joint use pole is established as being a forty foot (40') wood pole with 43% of such pole being utilized by Quaker State and 57% of such pole being utilized by Penelec. Thus, Quaker State will annually pay to Penelec an amount equal to 43% of the Penelec annual carrying cost for each pole owned by Penelec to which it is attached. Penelec will annually pay to Quaker State an amount equal to 57% of the Quaker State annual carrying cost for each pole owned by Quaker State to which it is attached. Pole space utilization has been determined by the following drawing and associated computation:



VZ00446

PUBLIC VERSION

ARTICLE XVI

COMPENSATION
(Continued)

C. On or before the first day of February of each year, the Administrative Committee will calculate the pole compensation fees for that year as follows:

1. Each Company will calculate its average Annual Carrying Cost (ACC) for distribution poles.

2. Calculating of the compensation fees:

C_T = ACC x .57

C_P = ACC x .43

Where:

C_T = Compensation for Quaker State owned poles to which Penelec is attached.

C_P = Compensation for Penelec owned poles to which Quaker State is attached.

D. Payments of all compensation under this Agreement shall be due and payable as of March 31 of each year during the continuance of this Agreement, and will be based on the number of poles jointly used as of the last day of the preceding December. The party having the net credit balance shall render a bill therefore to the other party.

E. The change from the rental billing method to the compensation billing method will be phased in over a three-year time frame. In the first year of the Agreement, 1/3 of the annual compensation rate (annual wood distribution pole carrying costs) for both companies shall be used to determine the annual compensation billing. See Page No. 1 of the Guide to Practice for examples.

In the second year of the Agreement, 2/3 of the annual compensation rate for both companies shall be used to determine the annual compensation billing.

In the third year of the Agreement, full compensation shall be used to determine the annual compensation billing.

Full compensation shall be used to determine the annual compensation billing in succeeding years.

ARTICLE XVII

PAYMENT OF TAXES

Owner shall pay all taxes and fees legally levied on joint use poles except where authorites levy taxes or fees legally on each party in which case each shall be responsible for payment as stipulated by law.

VZ00447

ARTICLE XVIII

ASSIGNMENT OF RIGHTS

Neither party shall assign or otherwise dispose of this Agreement or its rights or interests hereunder or in any of the poles or attachments covered by this Agreement without the prior written consent of the other party, which consent shall not be unreasonably withheld provided, however, that nothing herein shall prevent or limit the right of either party, nor shall such written consent be required, to make a lease or transfer any or all its property, rights, privileges and franchises to another corporation organized for the purpose of conducting a business of the same general character as that of the lessor or transferor, or to enter into any lawful merger or consolidation, or to make a general mortgage of all its property, rights, merger, consolidation or mortgage, the rights and obligations acquired under this Agreement shall pass to the lessee, assignee, merging or consolidating company or trustee under such mortgage. All liabilities hereunder shall bind and all rights acquired hereunder shall inure to the successors and assigns of the parties to the extent in this Article provided.

ARTICLE XIX

WAIVER OF TERMS OR CONDITIONS

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

ARTICLE XX

DEFAULTS

A. If Licensee shall be in default in any of its obligations stipulated herein, and such default continues for a period of ninety (90) days subsequent to written notice given by Owner, Owner may, if it so elects, permanently terminate Licensee's right to attach to poles with respect to which such default exists, in which event Licensee shall promptly remove its attachments from such poles at its expense and upon the failure of Licensee to so remove its attachments Owner may remove such attachments and Licensee shall pay Owner the cost of such removal. Such termination shall not be construed as a waiver of the right to enforce any liabilities for costs incurred or to be incurred for the collection of any sums theretofore or thereafter due.

B. If Owner shall be in default in any obligations stiuplated herein, and such default continues for a period of ninety (90) days subsequent to written notice thereof given by Licensee, Owner hereby agrees to pay in connection with such default, all costs and expenses reasonably incurred by Licensee as a result of such default in assuring the safety and adequacy of its service.

PUBLIC VERSION

ARTICLE XXI

TERM OF AGREEMENT

This Agreement shall become effective on January 1, 1988 and, subject to the conditions of Article XX, DEFAULTS, herein, this Agreement may be terminated, so far as concerns further granting of joint use, by either party hereto at the expiration of five (5) years from the effective date hereof upon one (1) year's notice in writing to the other party of an intention so to terminate it; provided, that if not so terminated, it shall continue thereafter until terminated by either party at any time upon one (1) year's notice in writing to the other party as aforesaid: and provided further that notwithstanding such termination, this Agreement shall remain in full force and effect with respect to all poles jointly used by the parties hereto at the time of such terminations and to any replacement of such poles.

ARTICLE XXII

CANCELLATION OF PREVIOUS AGREEMENTS

The Agreement dated January 1, 1958 between Pennsylvania Electric Company and Lycoming Telephone Company, and the Agreement dated January 1, 1963 between Pennsylvania Electric Company and Big Eddy Telephone Company and any other such agreement or supplement, between the parties or their predecessors for the joint use of poles within the territory covered by this Agreement are considered to be terminated individually according to the terms of each agreement involved and after the effective date of this Agreement shall be, and the same hereby are null, void, and of no further force and effect and all existing joint use poles are hereby brought under and subject to the terms and conditions of this Agreement provided, however, that any liability that had been incurred under such existing agreements prior to the date of termination shall be established as provided in that Agreement, except that ownership shall be determined as of the date such liability was incurred.

VZ00449

PUBLIC VERSION

In witness whereof, the parties have caused this Agreement to be duly executed the day and year first above written.

Pennsylvania Electric Company

Attest:

ASSISTANT Secretary

by

J. A. Poole - Vice President

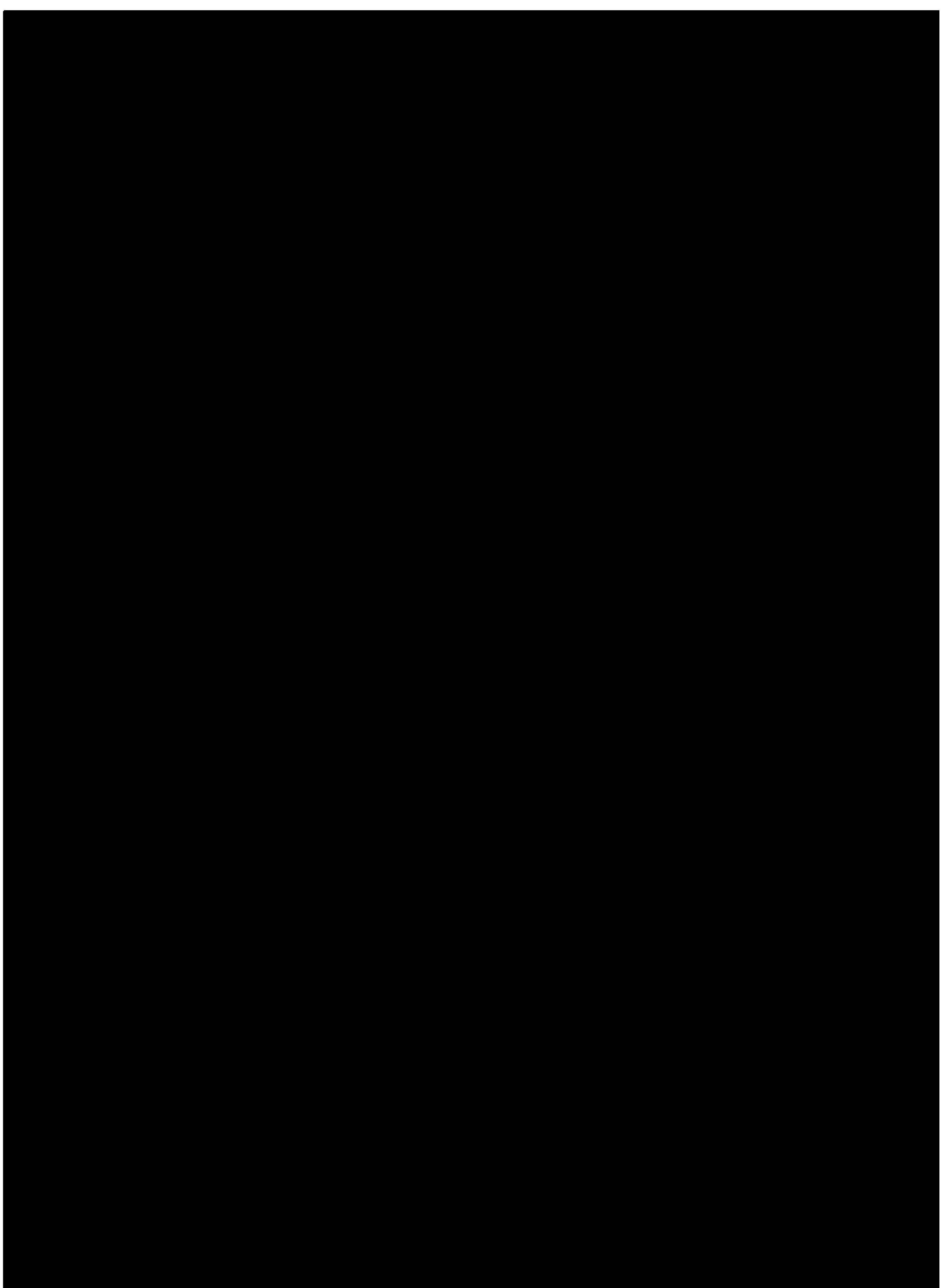
Quaker State Telephone Company

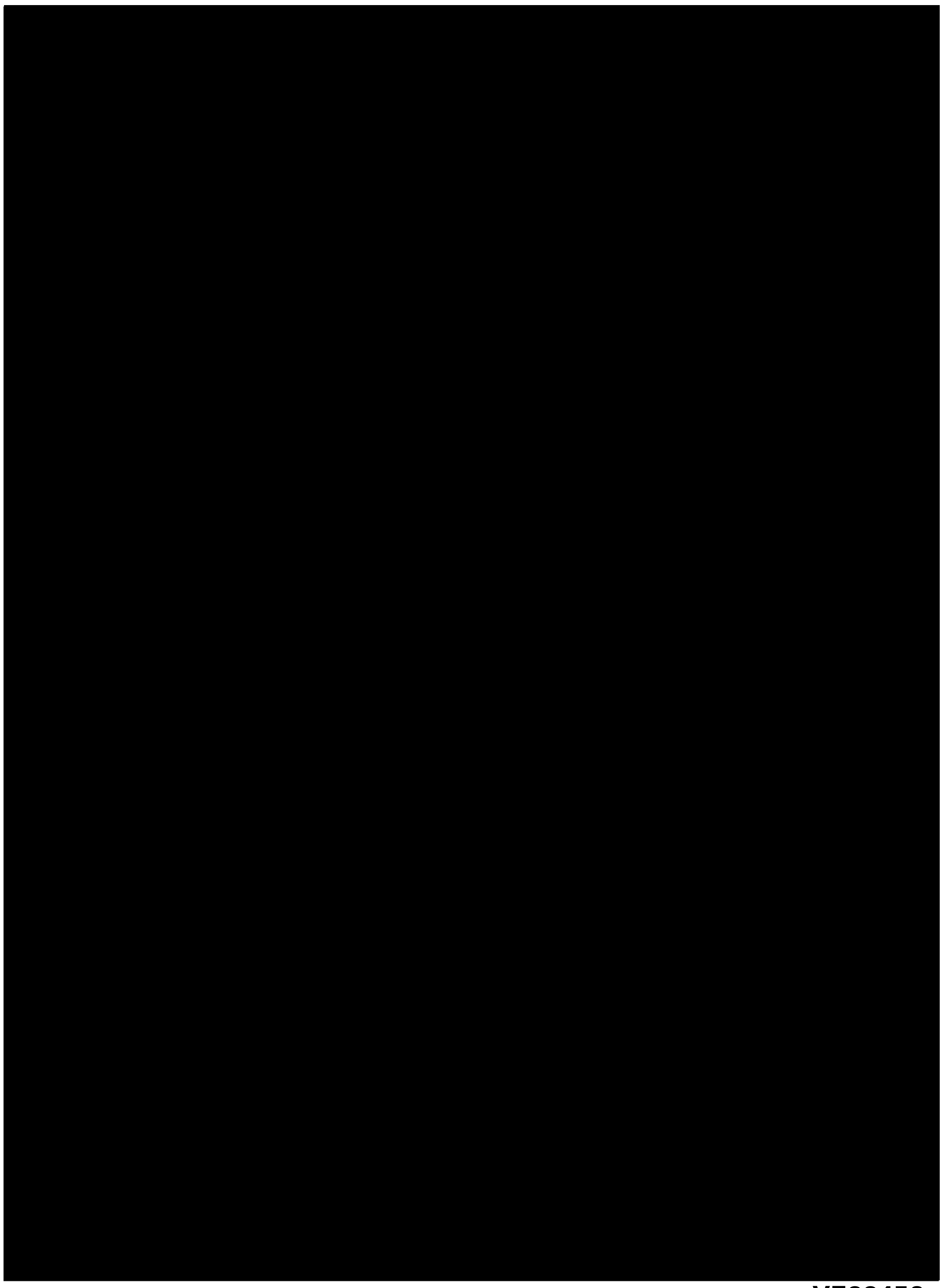
Attest:

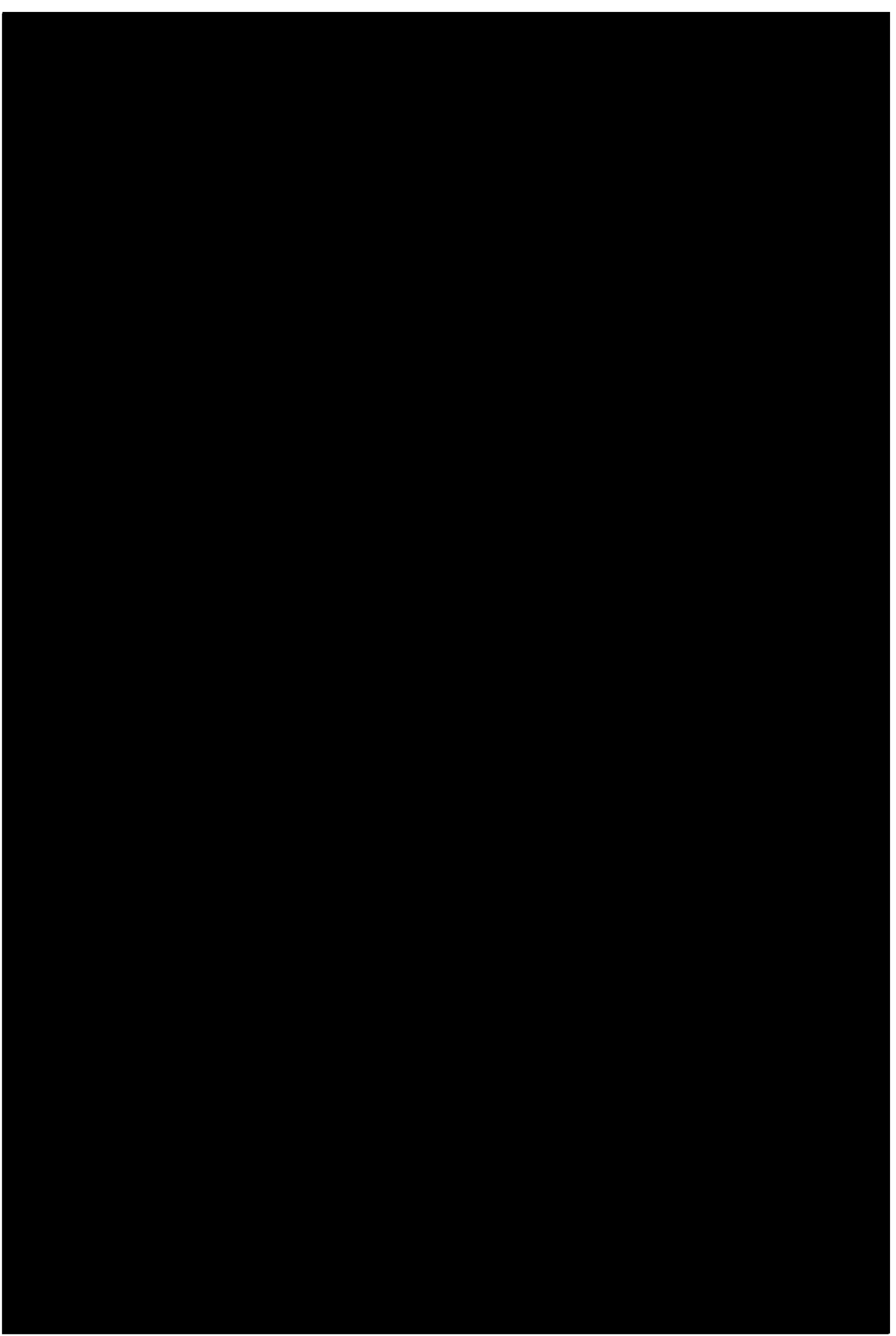
Kathryn C. Savage
Assistant Secretary

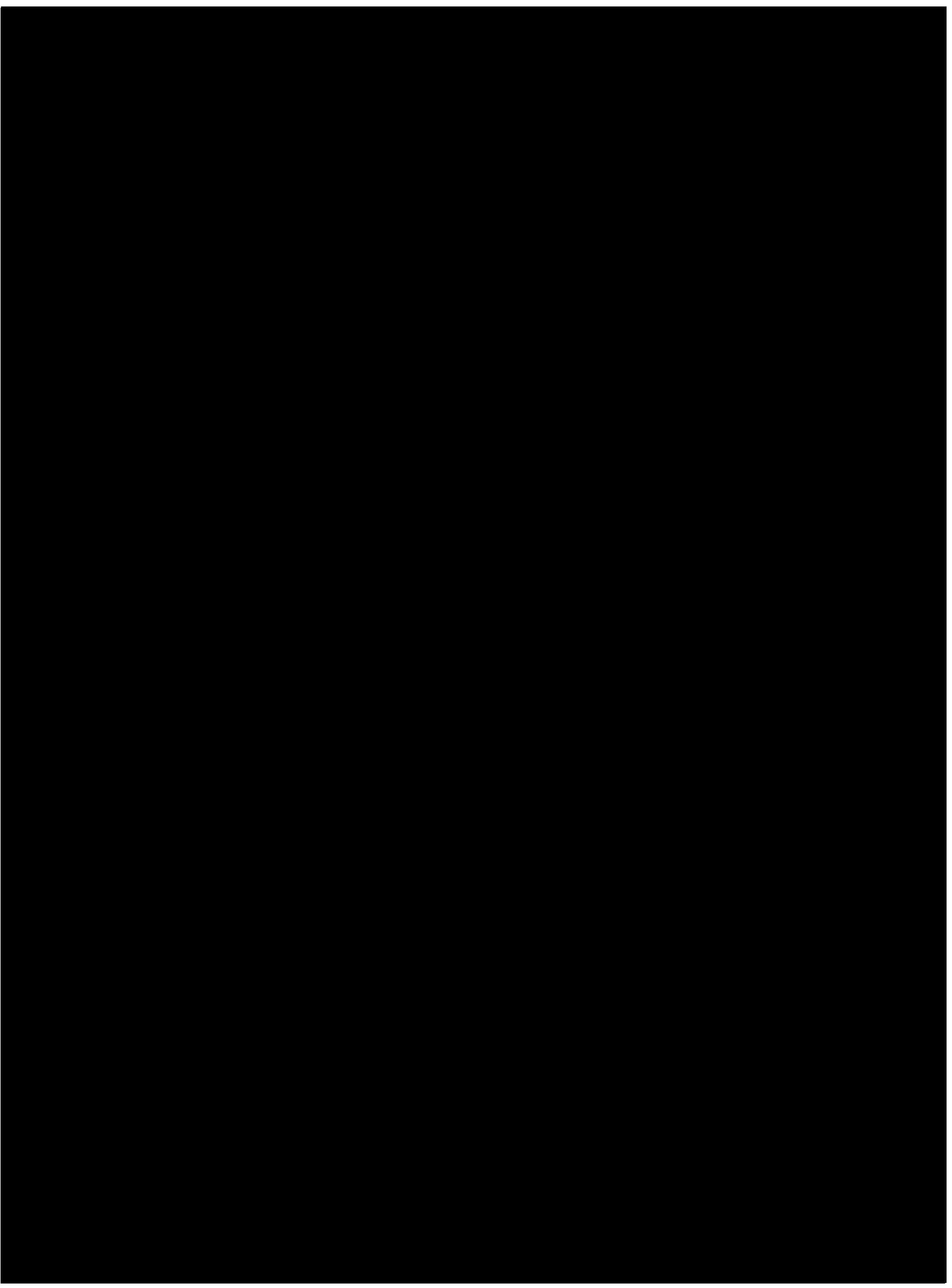
by

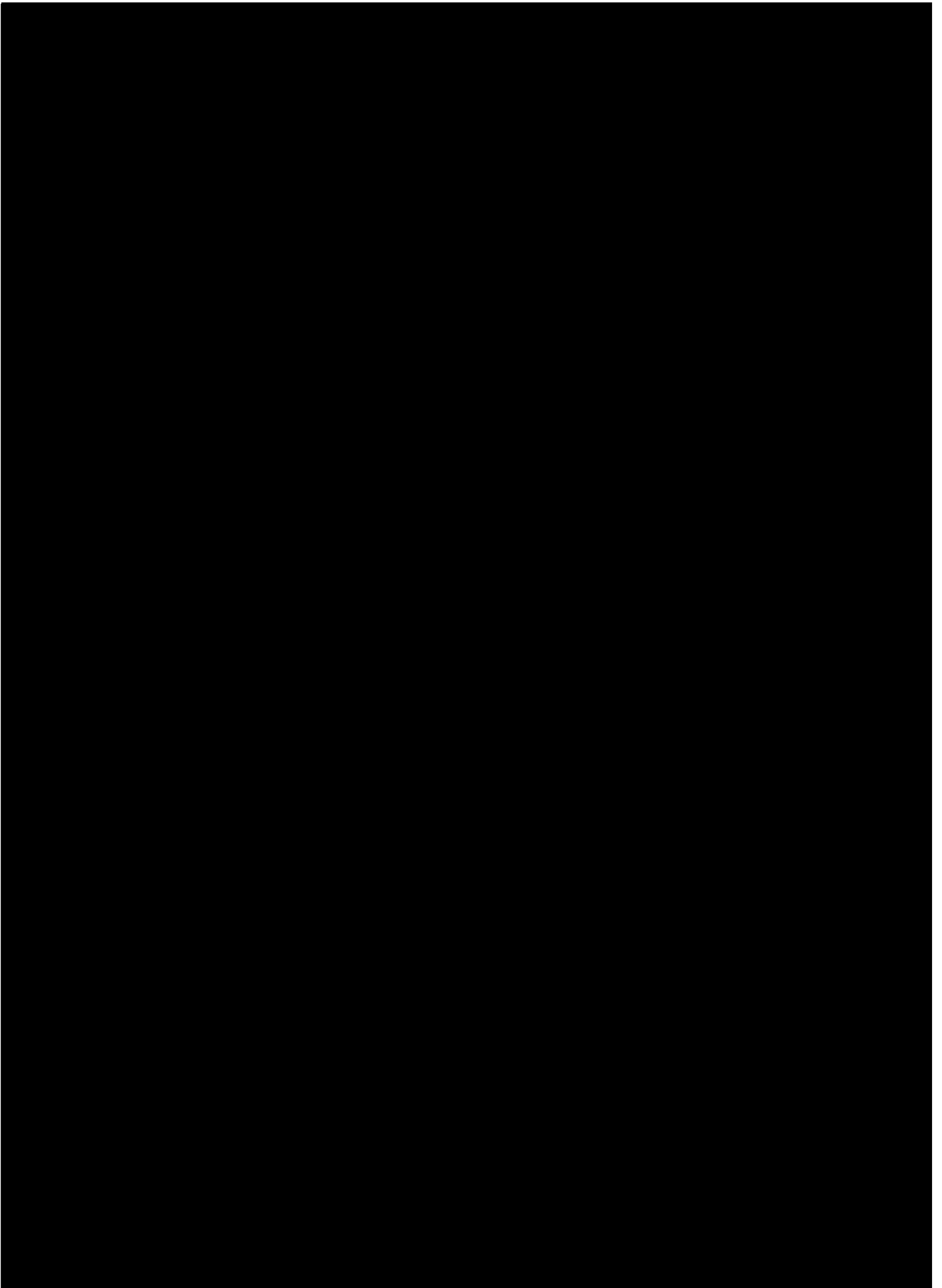
Exhibit 11

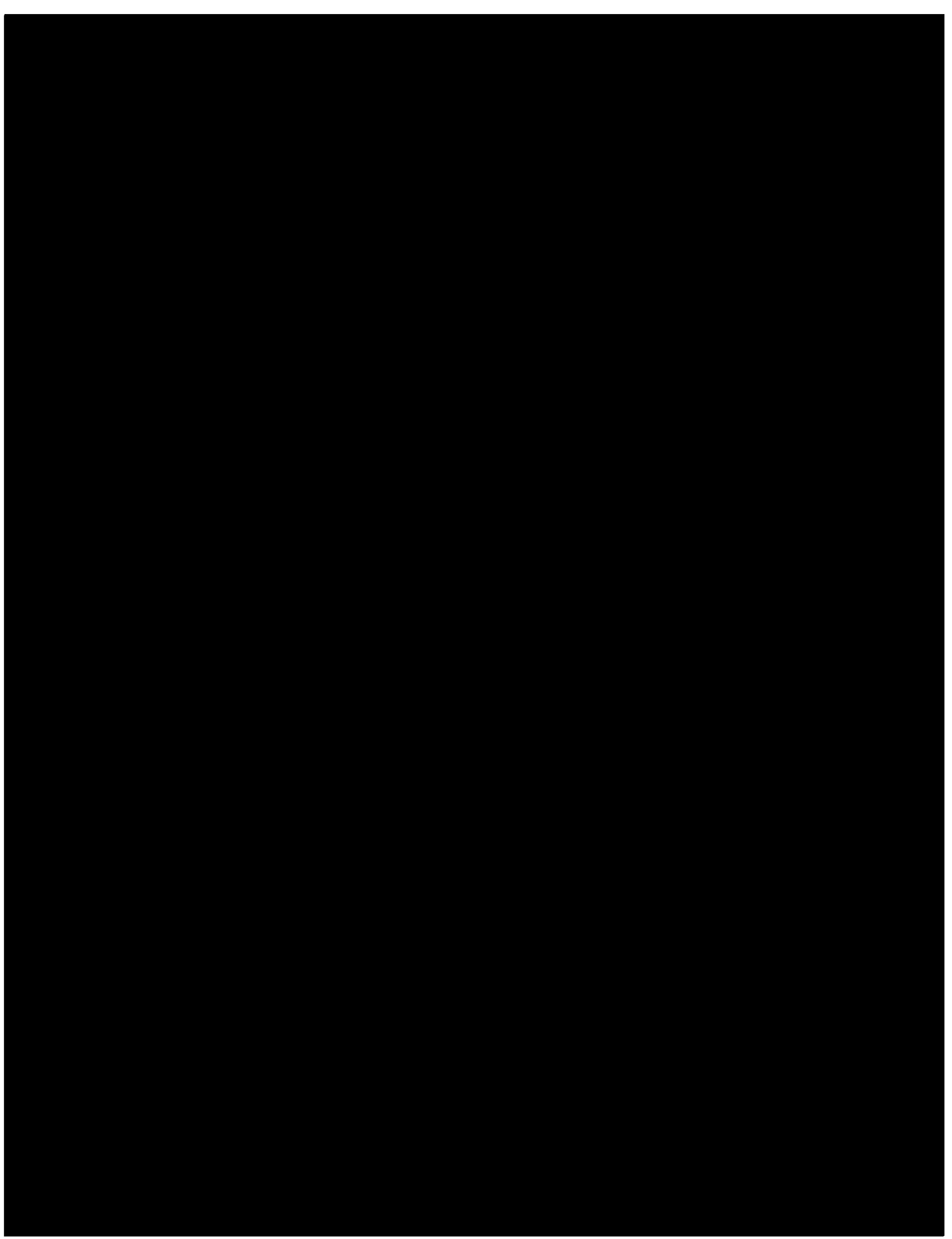


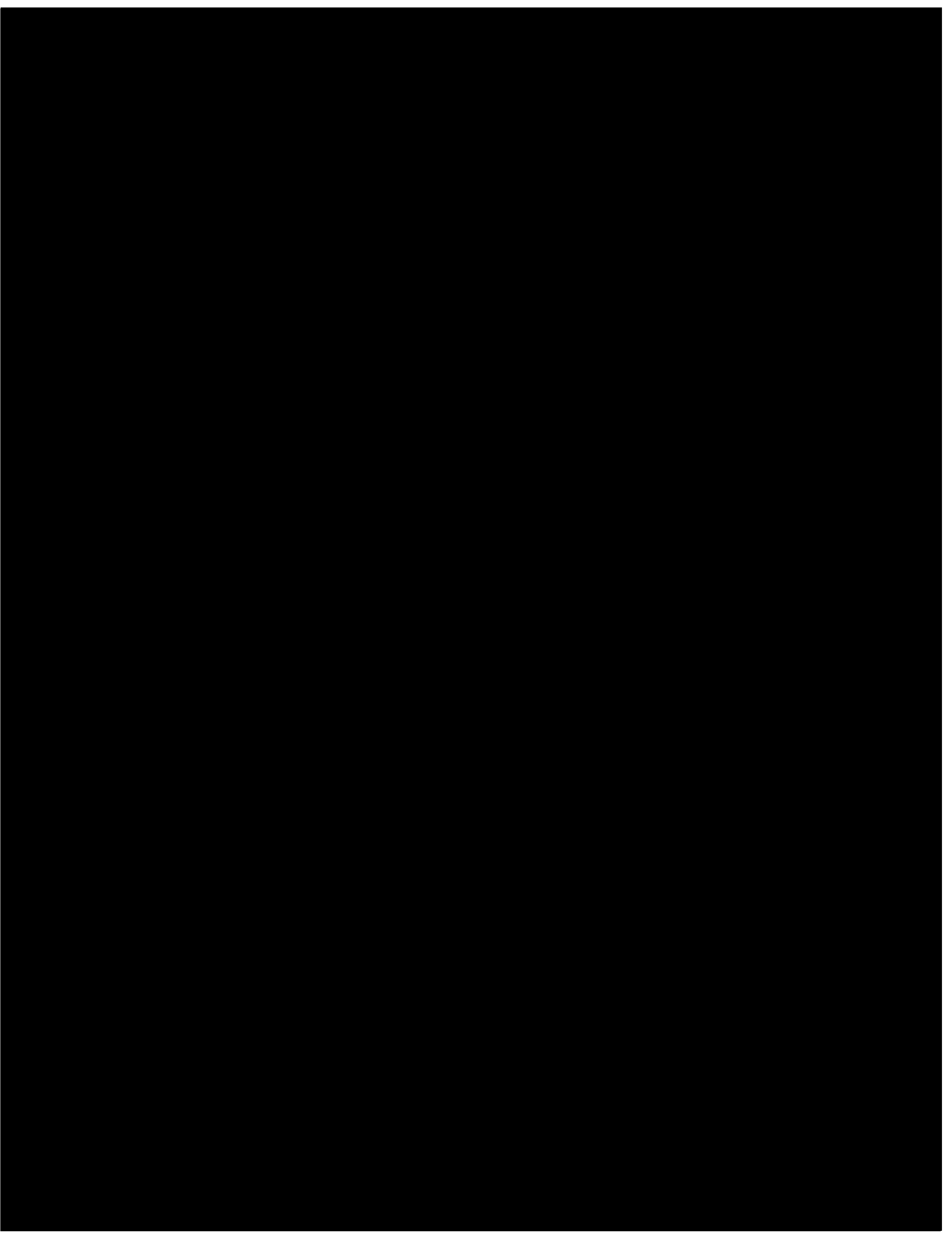


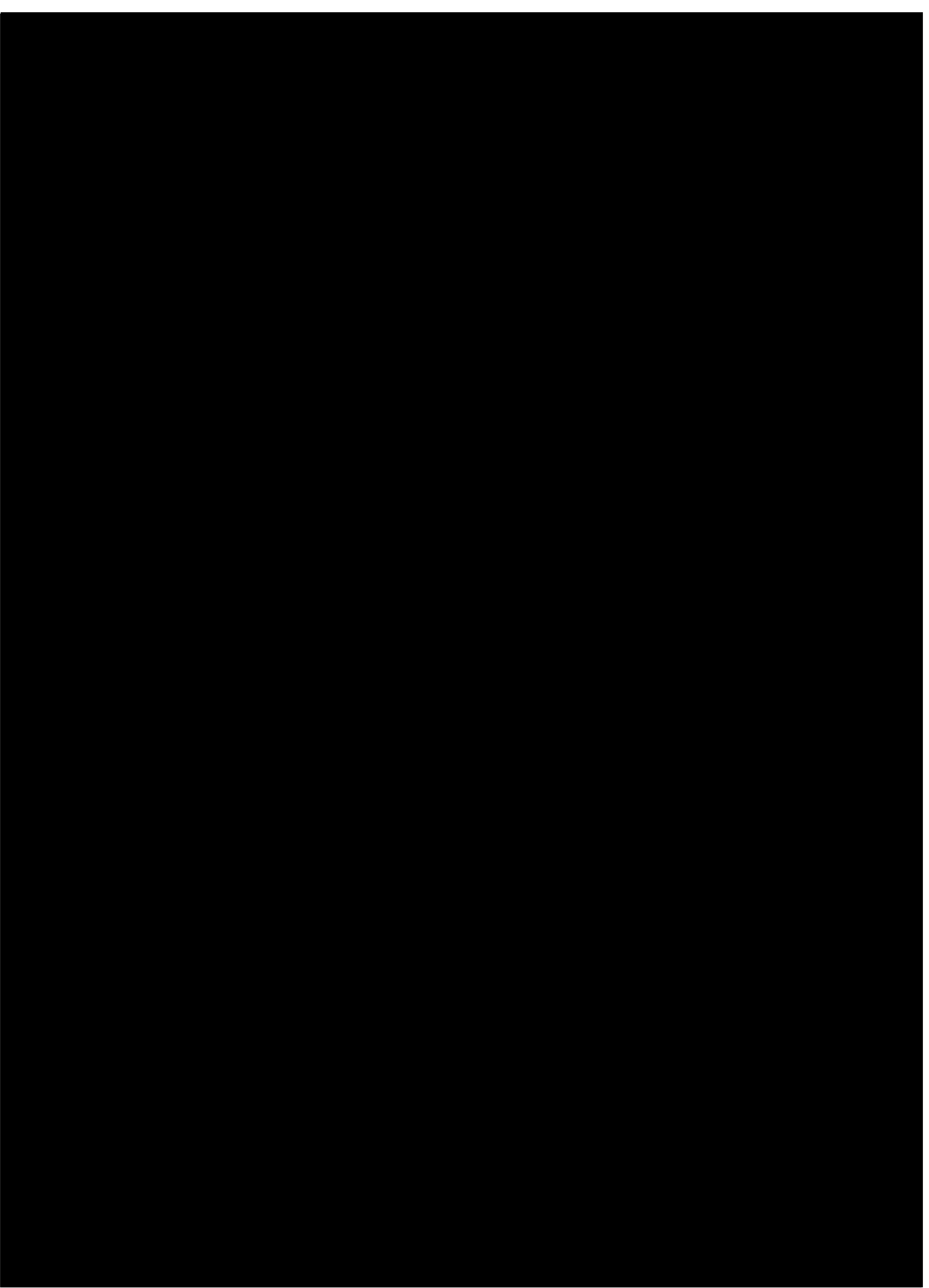


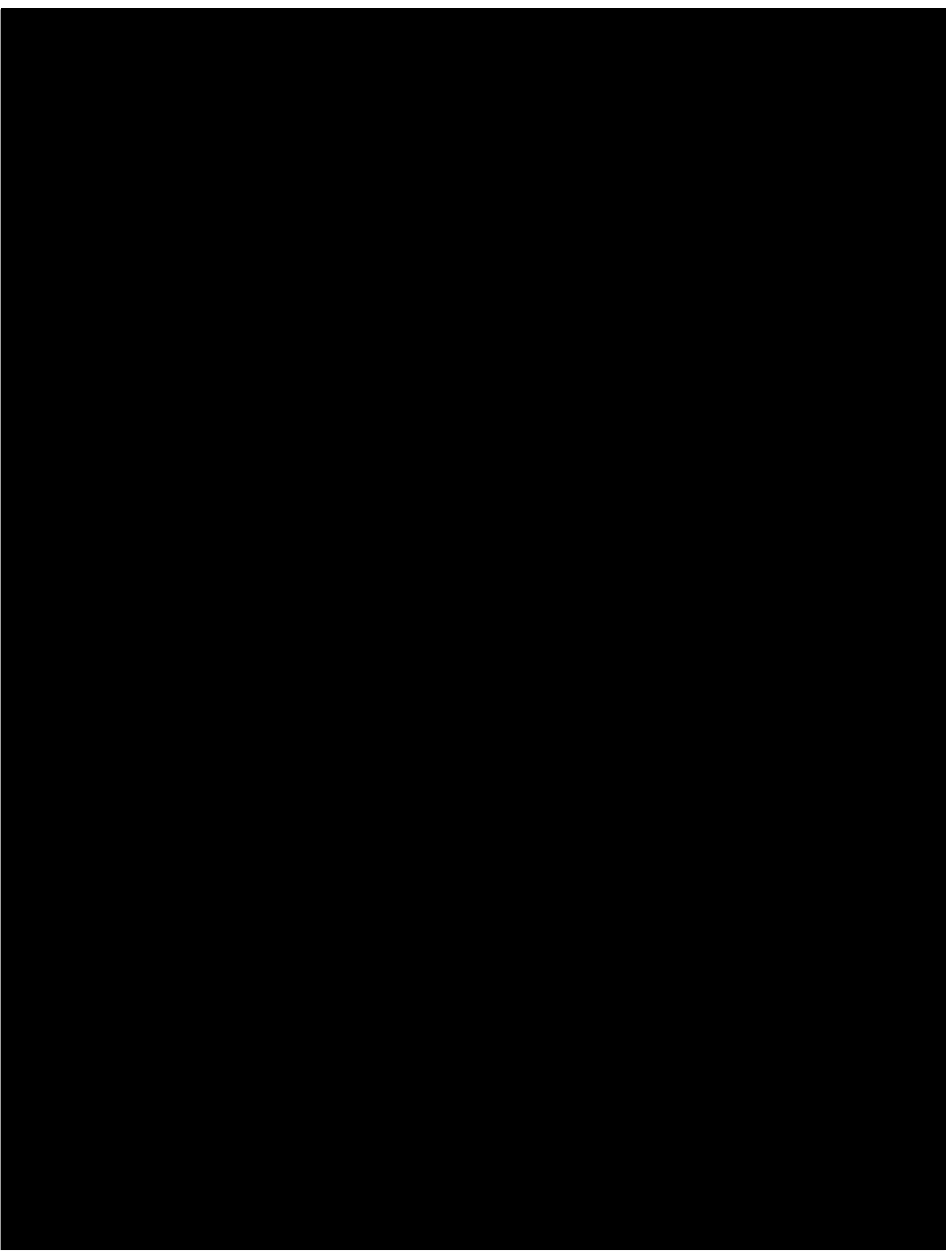


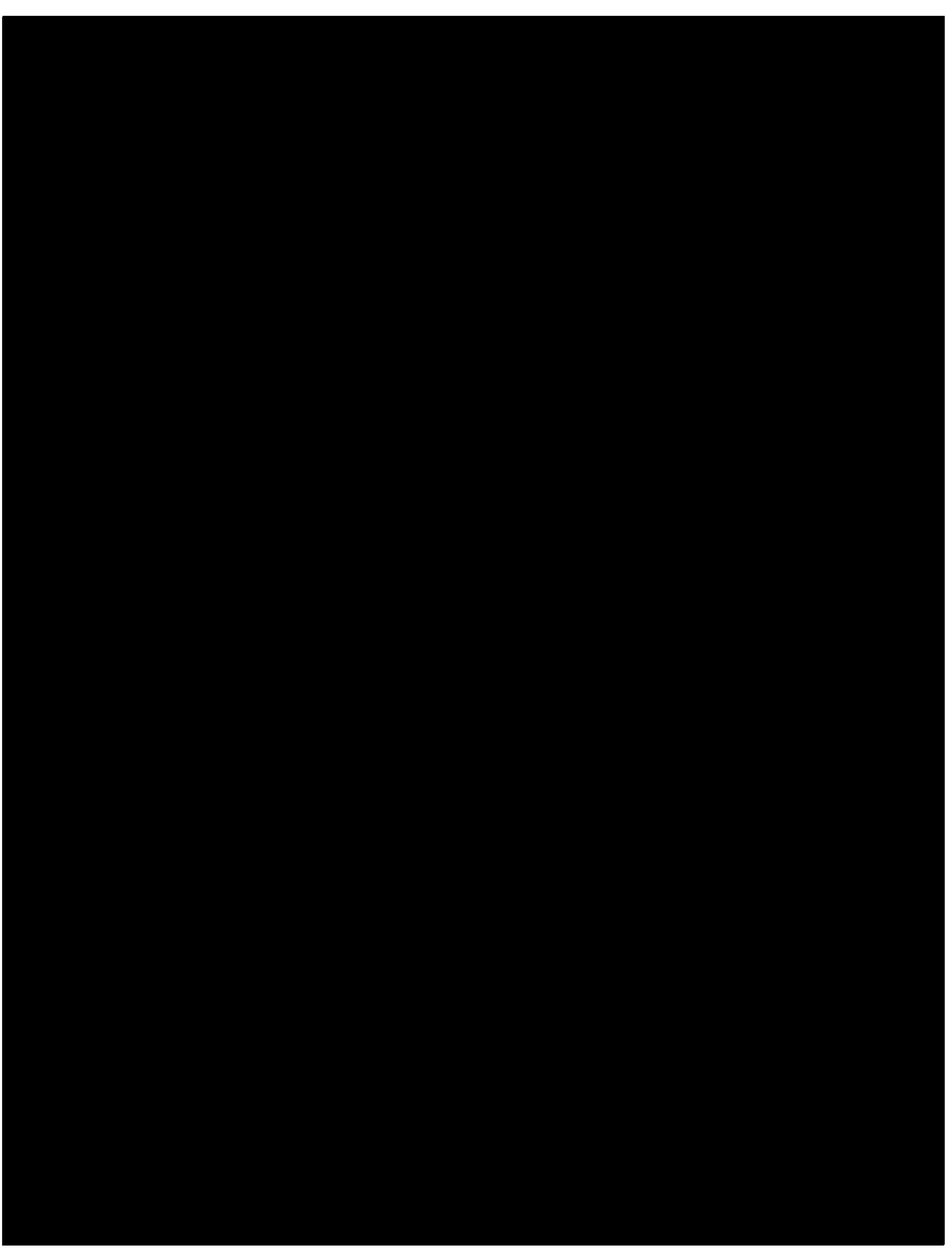


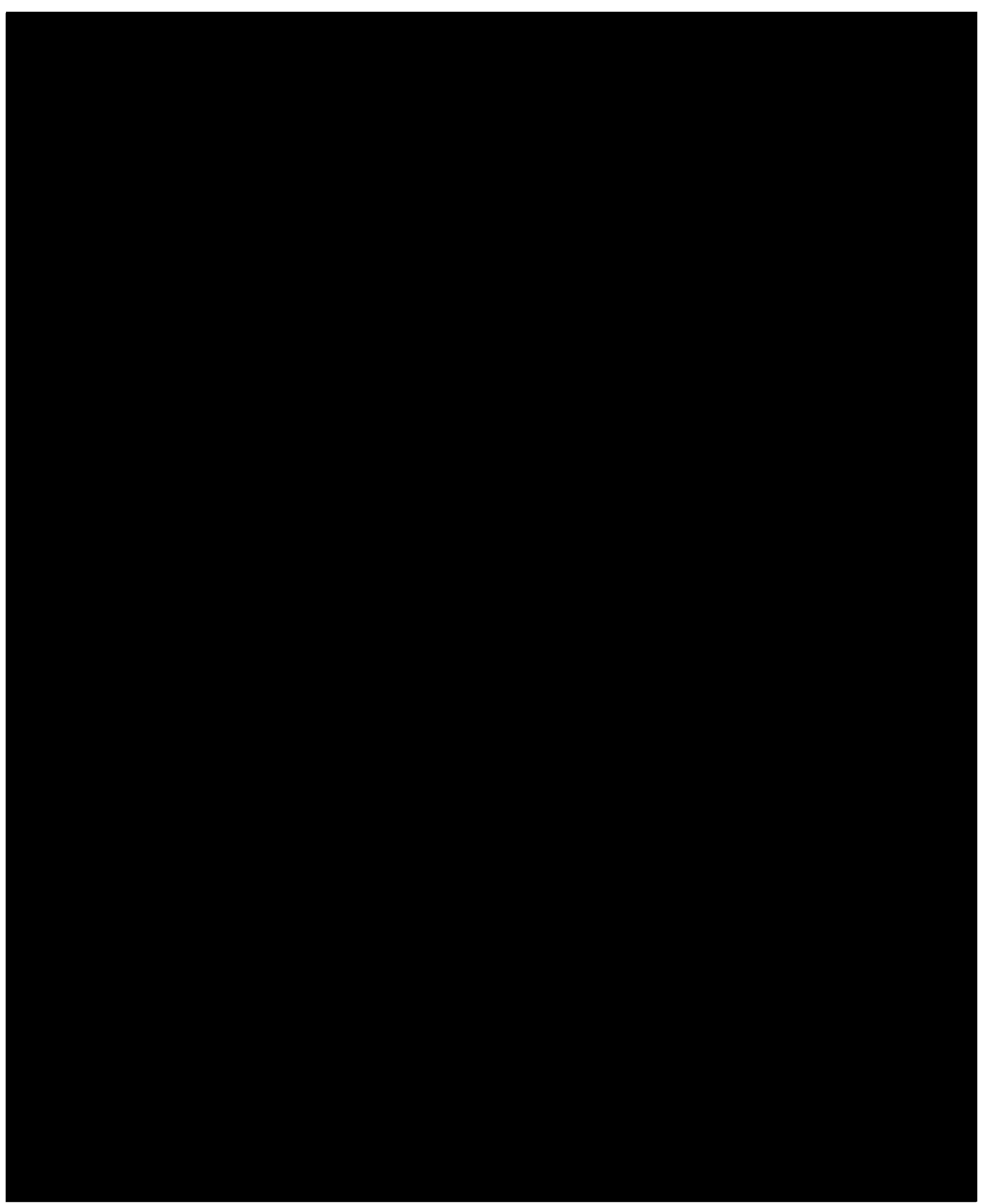


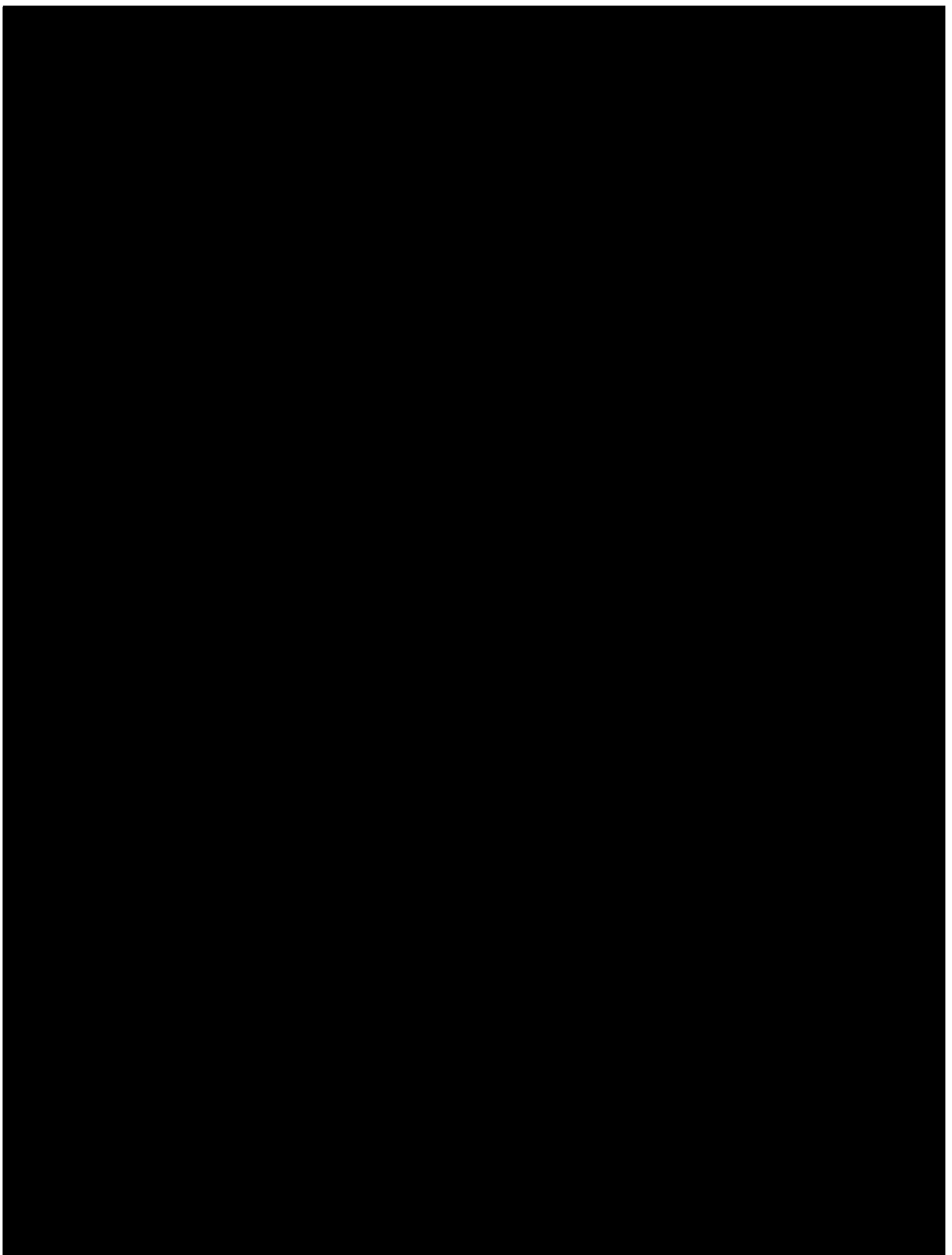


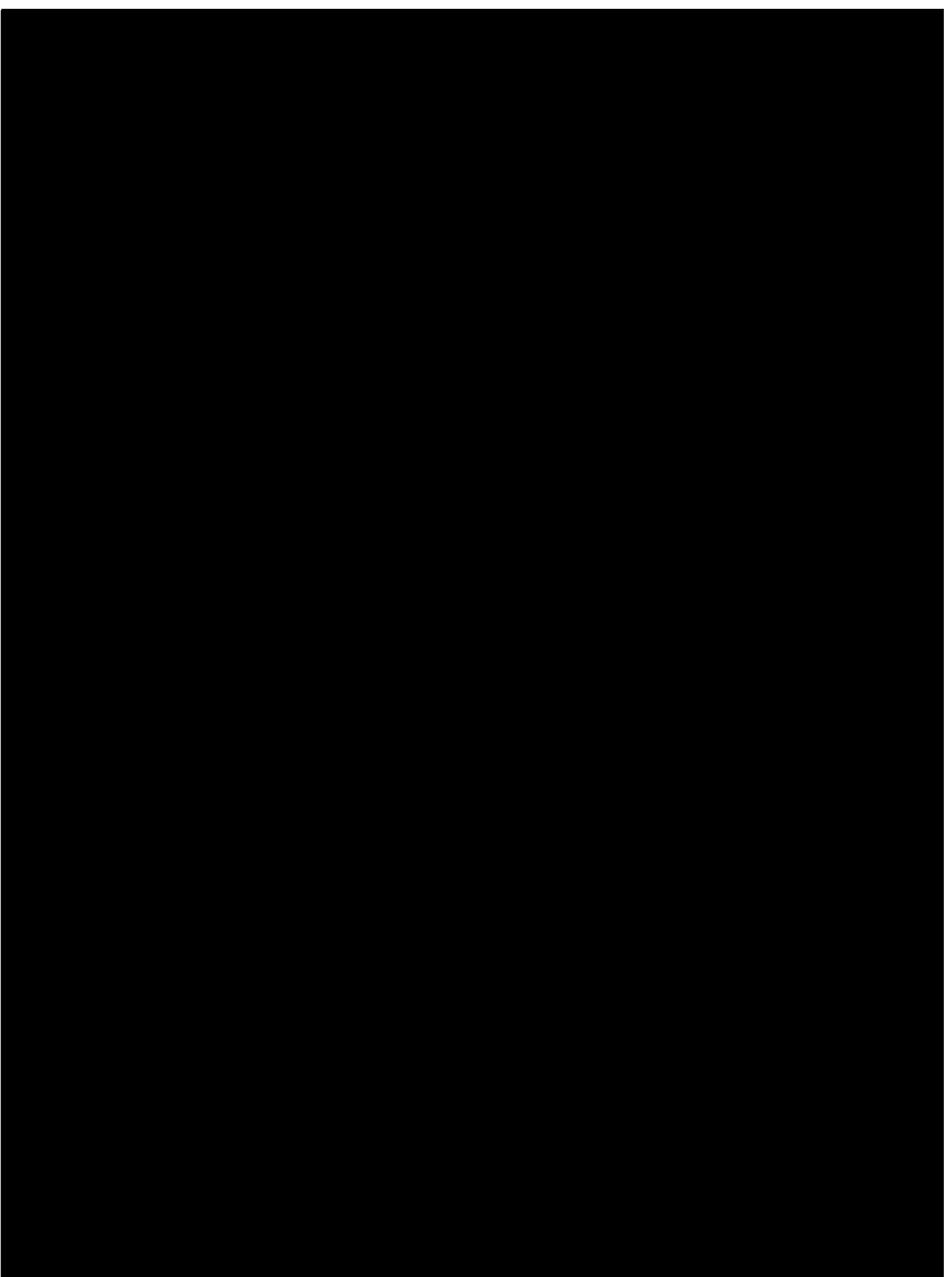












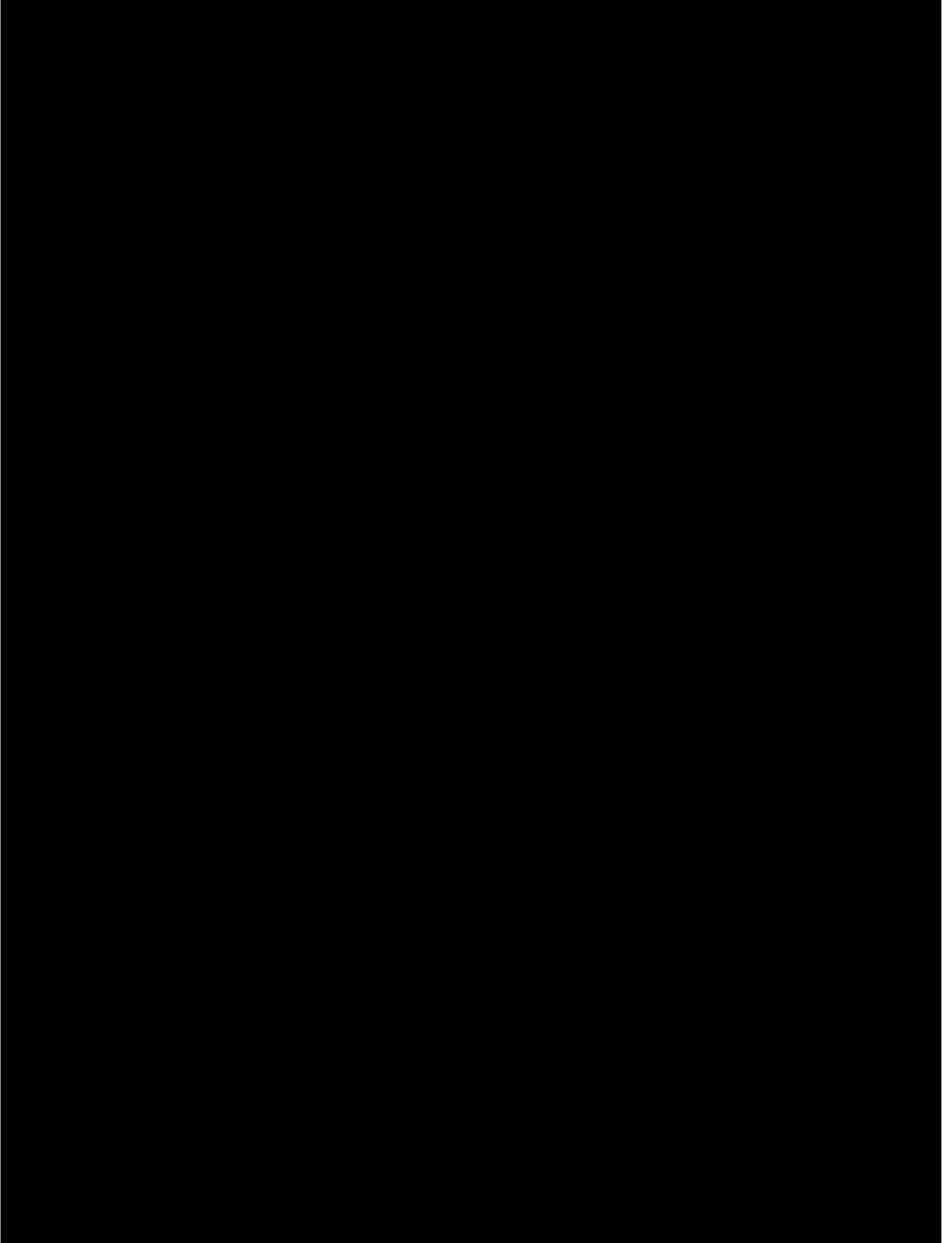


Exhibit 12

PUBLIC VERSION

GENERAL AGREEMENT

FOR THE JOINT USE OF POLES

PENNSYLVANIA POWER COMPANY

AND

THE BELL TELEPHONE COMPANY OF PENNSYLVANIA

DATED: December 15, 1978

PUBLIC VERSION

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VZ00469

THIS AGREEMENT made this 15th day of December A.D. 1978, to be effective the first day of January, A.D. 1979, by and between PENNSYLVANIA POWER COMPANY, a corporation of the COMMONWEALTH OF PENNSYLVANIA, hereinafter called Electric Company, and THE BELL TELEPHONE COMPANY OF PENNSYLVANIA, a corporation of the COMMONWEALTH OF PENNSYLVANIA, hereinafter called Telephone Company.

WITNESSETH:

WHEREAS, the Electric Company and the Telephone Company have been and are cooperating in the joint use of poles under the provisions of an agreement dated March 27, 1928, and as supplemented on November 23, 1931, on December 1, 1936, and on March 11, 1949; and

WHEREAS, the Electric Company and the Telephone Company desire to continue and expand the joint use of their respective poles when and where joint use shall be of mutual advantage; and

WHEREAS, the conditions determining the necessity or desirability of joint use depend upon the service requirements to be met by both Parties, including considerations of safety and economy, and each of them should be the judge of what the character of its circuits should be to meet its own service requirements and as to whether or not these service requirements can be properly met by the joint use of poles.

NOW, THEREFORE, in consideration of the premises and the mutual covenants, terms and conditions herein contained, the Parties hereto, intending to be legally bound hereby, do hereby mutually covenant and agree as follows:

ARTICLE I

DEFINITIONS

For the purpose of this agreement, the following terms shall have the following meanings:

Owner means the Party holding title to and having full ownership in any pole.

Licensee means the Party to whom a license is granted hereunder.

Attachments are any material or apparatus now or hereafter attached to a joint pole by the Parties hereto.

Joint Pole, also Joint Use Pole, means a pole which, under the terms of this agreement, is owned by one Party and occupied by Attachments of the other Party.

ARTICLE II

SCOPE OF AGREEMENT

A. This agreement shall be in effect in all of the territory of the Commonwealth of Pennsylvania in which both Parties to this agreement now or may hereafter operate in common, and shall cover all poles of each of the Parties now existing or hereafter erected or acquired in the above common territory, when said poles are brought hereunder in accordance with the procedures hereinafter provided.

B. Each Party reserves the right to exclude from Joint Use (1) poles which, in Owner's judgment, are necessary for its own sole use; (2) poles which carry, or are intended to carry, circuits of such character that in the Owner's judgment the proper rendering of its service now or in the future makes Joint Use of such poles undesirable; and (3) poles where, in the Owner's judgment, Joint Use would not prove economical.

ARTICLE III

SPECIFICATIONS

A. The Joint Use of poles covered by this agreement shall be in accordance with the latest edition of the National Electrical Safety Code or modification thereof which may hereafter be mutually agreed upon, except where lawful requirements of public authorities may be more stringent, in which case the latter will govern.

B. All supply and communication circuits and their connected apparatus shall be constructed, operated and maintained to avoid or minimize electrical interference. Where such interference is experienced, the Parties shall cooperate to determine the cause and apply those measures which will most effectively and economically avoid or minimize the interference.

C. Any existing Joint Use construction which does not conform to these requirements on the date it is brought under this agreement shall be brought into conformity therewith as soon as practicable.

D. Space allocations on poles now existing under the terms of the agreement dated March 27, 1928 or agreements supplemental thereto shall continue until the pole is replaced, at which time such allocations shall be made in accordance with this agreement.

E. Electric Company and Telephone Company vertical runs shall not be made on the same pole, except by mutual agreement.

F. No less than one half of a pole face shall be preserved free of Attachments in the common climbing area between the ground line and the Telephone Attachments.

ARTICLE IV

ADMINISTRATION

Within 30 days after the effective date of this agreement, each Party hereto shall designate, in writing, a representative for the purpose of developing the practices, procedures and interpretations necessary for the administration of this agreement. Such practices, procedures and interpretations shall, in all cases, be consistent with the terms of this agreement.

ARTICLE V

ESTABLISHING JOINT USE OF NEW POLES

A. Whenever either Party requires new pole facilities, either as an additional pole, a new pole line, or an extension of any existing pole line, where neither Party has existing pole facilities, it shall promptly notify the other Party in writing in order to determine the desirability of Joint Use. The other Party shall respond within five (5) working days from receipt of notification. Advance oral communication is considered desirable by both Parties.

B. If Joint Use is agreed upon, the Parties shall cooperate in designing the proposed construction to meet the needs of both Parties. Ownership of new pole structures will be determined by mutual agreement. The availability of manpower and equipment to meet the required completion date shall be considered in determining ownership. The Party which is to become Licensee will submit to Owner an application for Joint Use whether or not Licensee plans to make immediate use of new pole structures. Owner shall signify his authorization of the proposed Joint Use by promptly signing and returning the application as soon as the new pole structure is in place, the signed document thereby constituting a license for Joint Use.

C. If Joint Use cannot be agreed upon, the Parties shall cooperate to determine the most practical and economical method of effectively providing separate lines.

ARTICLE VI

ESTABLISHING JOINT USE OF EXISTING POLES

A. Whenever either Party desires to make an initial Attachment to or reserve space on any pole owned by the other Party, it shall make written application therefore. The Owner shall signify his authorization of the proposed Joint Use by promptly signing and returning the application, it thereby constituting a license for Joint Use. Either Party has permission to attach to the other Party's poles, except those excluded from Joint Use, in connection with a customer service order, a maintenance order or service restoral or for the purpose of installing a temporary by-pass during line construction provided, however, that written application for Joint Use shall be made to the Owner within 10 working days thereafter.

B. If the pole is available for Joint Use but requires rearrangement of the Owner's facilities, the Owner will cooperate to make such rearrangements as may be necessary to allow the existing pole to be brought into joint use. Where the pole is inadequate and such rearrangement is not reasonable, the pole shall be replaced and costs distributed according to Article XVII. Each Party shall be responsible for placing, transferring and rearranging its own facilities.

ARTICLE VII

EXISTING JOINT USE - ADDITIONAL REQUIREMENTS

A. A cooperative effort shall be made by both Parties to fully utilize an existing Joint Pole before a pole replacement is made. Whenever a pole replacement can be avoided by one Party rearranging its facilities to accommodate the requirements of the other Party, a written communication shall be used between the Parties to effect a mutually agreeable arrangement.

B. When an existing Joint Pole must be replaced due to requirements of Owner, such replacement shall be done by Owner. Owner shall notify Licensee of the pending replacement. Within 10 working days, Licensee shall reply stating whether or not any special considerations are desired.

C. When an existing Joint Use pole must be replaced due to requirements of Licensee, Licensee shall request Owner to replace such pole. If Owner does not desire or cannot make such replacement, then Licensee may make the replacement and Owner will transfer his facilities. If Licensee replaces the pole, the location of the new pole shall be mutually acceptable.

D. If either Party requires an interspersed pole in an existing line, the placing and ownership of the pole shall be determined by mutual agreement.

E. In all cases, each Party is responsible for the handling of its own Attachments. The last Party to transfer from an old pole to a new pole shall remove and dispose of the old pole, unless otherwise instructed by Owner. Responsibility for the transfer of customer or other third party attachments is considered to be that of the Party authorizing the attachment. Unauthorized third party attachments are considered to be the responsibility of the pole Owner.

F. When a pole is replaced, the replacing Party shall notify the other Party when the replacement is completed.

ARTICLE VIII

MAINTENANCE

A. Joint Use poles shall be maintained by, and at the sole expense of, Owner in accordance with the Specifications of Article III. Owner shall renew on a timely basis, such poles as become defective, except that by mutual agreement Licensee may replace defective poles and assume ownership thereof.

B. Owner shall give Licensee written notice of all pending pole replacements, whether or not Joint Use is involved. Within 10 working days, Licensee shall reply, stating whether or not any special considerations are desired, or, in the case of non-Joint Use poles, whether or not Joint Use is contemplated. Emergency replacements which do not permit sufficient interval for written notification are excepted. Owner shall consult with Licensee when poles cannot be replaced so as to preserve the existing attachment locations and alignments.

C. Each Party will assume its own transfer charges, as long as replacement poles are so located that existing facilities can be transferred without being extended or replaced. Poles may be relocated by mutual agreement as to physical location and cost of transfer. The last Party at the location will remove and dispose of the old pole unless otherwise instructed by Owner. Responsibility for third party attachments shall be as specified in Article VII, Article IX and Article XX.

D. Each of the Parties shall, at its own expense, maintain its Attachments on all Jointly Used poles in accordance with the Specifications in Article III and shall maintain the same in safe condition and in thorough and complete repair.

ARTICLE IX

JOINT USE POLE SPACE ASSIGNMENTS

A. Space assignments as between the Parties shall be as follows:

1. On poles thirty five (35) feet and under in length, a space of eighteen (18) feet above the pole ground line shall be for common use of both Parties. The next three (3) feet shall be designated communication space, above which shall be the standard separation space as required between communications facilities and power facilities. The remaining space to the top of the pole shall be designated power space.

2. On poles forty (40) feet and over in length, a space of twenty (20) feet above the pole ground line shall be for common use of both Parties. The next three (3) feet shall be designated communications space, above which shall be the standard separation space as required between communications facilities and power facilities. The remaining space to the top of the pole shall be designated power space.

B. Third party attachments, except those customer-owned attachments made coincident with rendering Licensee's service, are the responsibility of the pole Owner, and when pole Owner grants a third party attachment, the space required for such attachment shall be considered as part of the pole Owner's designated space and not part of the other Party's designated space regardless of the location of the third party's attachment on the pole.

C. Either Party needing more space beyond their standard designated space may use any currently unused designated space of the other Party until such time as it is needed by the other Party. When the other Party requires its designated space, the Party out of space designation is responsible for the pole replacement. The Party paying for the pole replacement shall be entitled to the additional space thus provided as an addition to its standard designated space. If the pole replacement benefits the space usage of both Parties, then each Party shall be entitled to a proportionate share of the additional space as an addition to their standard designated space and the pole replacement payments shall be determined and apportioned in accordance with Article XVII.

D. Whenever extra ground clearance is required at a pole to compensate for uneven terrain, long span contruction, wide highway or railroad crossings, the extra pole height required is applied as an addition to the standard space above the pole ground line for common use of both Parties, with each Party's standard designated space being adjusted upward accordingly.

E. Any existing Joint Use pole not meeting standard designated space assignments on the date of this agreement, shall be brought into conformity at the time a pole replacement is required.

ARTICLE X

OWNERSHIP OF JOINT USE POLES

No use of poles under this agreement, however extensive, shall vest in Licensee any ownership herein, nor shall the payment by Licensee of any expense in connection with substituting new poles vest in it any ownership in the substituted poles unless herein otherwise expressly provided.

ARTICLE XI

RIGHT OF WAY

No guarantee is given by Owner of permission from property owners, municipalities or others for the use of its poles by Licensee. Licensee shall, at its own expense, secure all necessary rights or permissions from the owners of property and public authorities involved for use of Owner's poles by Licensee.

ARTICLE XII

GUYING

A. Each Party shall place, at its own expense, guy wires required for the support of its own wires and appliances on Joint Use poles.

B. In connection with the erection of poles for Joint Use, either as an additional line, line extension or reconstruction of an existing line, Owner shall place, at its own expense, multi-eye anchors for mutual use at common guying points.

C. Anchors required solely for the purpose of one of the Parties shall be placed by and at the expense of that Party.

D. If, in connection with existing Joint Use or proposed Joint Use of existing poles, the relocation or replacement of an existing anchor (including replacements of single-eye with multi-eye rod) is necessary to accommodate guying of one of the Parties, that Party shall arrange for and install changed anchor. Ownership of anchor shall be vested in Party that installed it.

ARTICLE XIII

TRIMMING AND CLEARING

Each of the Parties shall be responsible for any trimming or cutting of trees as may be necessary to clear its own wires and appliances on Jointly Used poles provided, however, that the Parties may agree, in cases mutually advantageous, that one of the Parties will arrange for trimming to clear the wires and appliances of both Parties, the cost thereof to be shared upon such basis as has been agreed upon prior to the start of work.

ARTICLE XIV

BONDING & GROUNDING

A. The interconnection of the Telephone Company's cable plant and/or protective equipment with the Electric Company's neutral is desirable as part of the inductive and protective measures required in connection with Joint Use of poles. At a pole where a vertical ground wire is connected to the Electric Company's neutral, the Telephone Company may place a bond wire connecting its cable strand to the vertical ground wire. At a pole where there is not an existing ground wire connected to the Electric Company's neutral, the Telephone Company may place a coiled length of bond wire connected to its cable strand or guy wire and shall request the Electric Company to connect the bond wire to the Electric Company neutral and cover with molding as may be required.

B. The Telephone Company may place and connect bond wires between its guys and existing vertical ground wires connected to the neutral. Bonding between each Company's guys not attached to the same anchor rod shall be placed and connected when such additional and separate guying work is performed at a common guying location by either Party.

ARTICLE XV

THIRD PARTY ATTACHMENTS

A. Each Party hereto shall be solely responsible for facilities owned by its respective customers or subscribers which are attached to Jointly Used poles. Such customer-owned attachments shall be limited, as to any pole, to such number as will not interfere with the use of the pole by both Owner and Licensee. It is understood and agreed that Licenses granted hereunder are intended to include such customer-owned facilities.

B. All contracts covering the attachment to Joint Use poles by third parties, other than customers of the Licensee, shall be made by the Owner.

C. Each Party consents to the attachment of a third party when space is available, or in the clearance space between Electric and Telephone facilities, when said clearance space is in excess of the National Electrical Safety Code requirements. All attachments of third parties must be made in accordance with the National Electrical Safety Code and the specific requirements of both Owner and Licensee, and are subject to the provisions of Article IX.

D. Unauthorized attachments by third parties are, for the purpose of this agreement, considered to be the responsibility of the Owner.

ARTICLE XVI

CHANGES IN OR REMOVAL OF WIRES AND APPLIANCES

A. Whenever either Party desires to change the character of its circuits on any Joint Use poles and such change might affect the inductive nature of the facility, or which will result in increased or decreased clearance separations as provided in Article III, that Party shall notify the other Party in writing of such contemplated change and the Joint Use of such poles shall continue with such changes in construction as may be required to meet the terms of Article III. Should the Parties fail to agree upon conditions which would permit continued Joint Use, they shall then cooperate to determine the most practical and economical method of effectively providing for separate lines and the equitable apportionment of the net expense involved. In the event that the Parties cannot agree as to the method of effectively providing for separate lines, Licensee shall remove its Attachments from the Jointly Used poles at its expense.

B. Licensee may, at any time, remove all of its wires and appliances from any of Owner's poles. Any liabilities, fees or charges incurred under this agreement prior to the removal shall not be terminated or affected thereby.

C. Owner may, at any time, abandon the use of any licensed Joint Use pole. If Owner is not obligated to remove such pole, Owner shall give Licensee thirty (30) days notice in writing to remove its Attachments or purchase such pole for an equitable sum as may be agreed upon by Parties. If Licensee elects to purchase said pole, Owner shall deliver to Licensee an appropriate instrument transferring title thereto. If Owner is obligated to remove such pole upon abandonment by it or if Licensee elects not to purchase, Licensee shall remove its facilities.

D. Upon such transfer of ownership, the Party to whom the ownership of poles is transferred shall thereafter defend and save harmless the Party from whom the ownership is transferred from all detriment, damage, losses, liability, claims, demands, suits, costs and expenses of every kind and description, by reason of or in any way resulting from the presence, maintenance, operation or removal of said transferred poles or the wires and appliances thereon, or by reason of the acts or negligence of the agents or employees of the Party to whom the ownership is transferred in maintaining, operating or removing said transferred poles and the wires and appliances thereon, or their acts or negligence while engaged in such work provided, however, that any liability incurred prior to the transfer of ownership shall not be terminated or affected thereby.

ARTICLE XVII

DIVISION OF COSTS

A. Costs associated with pole replacements shall be determined according to a schedule of reciprocal costs to be developed by the Designated Representatives appointed to administer this agreement. This schedule of reciprocal costs may be modified from time of time as mutually agreed upon by the Designated Representatives.

B. New poles, forty (40) feet or less in length, which are erected under the provisions of Article V shall be furnished and erected at Owner's expense. Height in excess of forty (40) feet shall be at the expense of the Party requiring such excess height.

C. The replacement, by Owner, of an existing pole for the sole benefit of the Licensee, whether to establish Joint Use or to accommodate additional Joint Use, shall be at the expense of the Licensee, who shall reimburse Owner for any additional height required and for the sacrificed life of the old pole.

D. Whenever Licensee replaces Owner's pole and assumes ownership of the new pole, Licensee shall reimburse Owner for the sacrificed life of the old pole.

E. Replacement of a pole by Owner for Owner's sole benefit or for maintenance purposes shall be at Owner's expense.

F. The replacement or relocation of a Joint Use pole for reasons for which neither Party is solely responsible, including requirements of public authorities, shall be at Owner's expense.

G. Whenever one Party places a pole that will replace a pole of the other Party, resulting in a change of pole ownership at that location, the pole placing Party shall furnish and erect the new pole at its expense, and shall reimburse the other Party for the sacrificed life of their pole being removed. The Party placing the pole at that location shall become the new Joint Use pole Owner, and the other Party whose pole is being removed shall attach to Owner's pole and become Licensee.

H. Whenever Owner replaces a pole for Licensee, and both the Owner and Licensee share in the additional space provided by the new pole, then Licensee shall be responsible for the cost of only his proportionate share of the additional space. Also, an equivalent share of the sacrificed life of the old pole shall be applied to the Licensee's expense.

I. Transfers and rearrangements of Attachments shall be made by each Party, without charge, unless a pole replacement in involved and the new pole is so located that existing facilities must be extended or replaced in order to reach the new pole location or unless both Parties agree to other arrangements.

ARTICLE XVIII

ATTACHMENT FEES

A. An annual attachment fee shall be paid by Licensee to Owner for each pole on which Licensee has reserved space or on which Licensee has made an Attachment, whether such Attachment is for support or merely for clearance.

B. Attachment fees will be based on the mean average annual carrying charge applicable to distribution poles of both Parties and the relative usage by each Party of an average Joint Use pole expressed as a percentage. For the purpose of calculating rental fees, an average Joint Use pole is established as being a forty (40) foot wood pole, with forty-four (44) percent of such pole being utilized by the Telephone Company and fifty-six (56) percent of such pole being utilized by the Electric Company as apportioned in Article IX. Thus, the Telephone Company will annually pay to the Electric Company an amount equal to 44% of the mean annual carrying charge for each pole owned by the Electric Company to which it is attached. The Electric Company will annually pay to the Telephone Company an amount equal to 56% of the mean average carrying charge for each pole owned by the Telephone Company to which it is attached.

C. On or before the first of June of each odd numbered year, the Designated Representatives of the Parties will calculate the pole rental fees as follows:

1. Each Company calculates its average Annual Carrying Charge (ACC) for distribution poles. The Annual Carrying Charge shall include the following components:

    a. Maintenance
    b. Administration
    c. General Expense
    d. Depreciation
    e. Return
    f. Income Tax
    g. Other taxes

2. Companies calculate the mean average of their individual average Annual Carrying Charges (ACC)

$$\frac{ACC_{Tel} + ACC_{Pwr}}{2} = \text{Mean ACC}$$

3. Companies calculate rental fees

$$R_T = \text{MEAN ACC} \times .56$$

$$R_P = \text{MEAN ACC} \times .44$$

Where:

R_T = rental fee for Telephone Company owned poles to which Electric Company is attached

R_P = rental fee for Electric Company owned poles to which Telephone Company is attached

4. The fees thus calculated shall remain in effect until the next scheduled recalculation.

D. Each Party shall submit to the other not later than the 30th day of September of each year, a statement of the use of its poles by the other Party for which fees are to be charged as of the 30th day of June of that year. For the total number of poles so used, the current annual attachment fee shall be paid within 30 days.

ARTICLE XIX

PAYMENT OF TAXES

Owner shall be responsible for having all taxes and fees legally levied on Joint Use poles and facilities paid except where authorities levy taxes or fees legally on each Party in which case each shall be responsible for payment as stipulated by law.

ARTICLE XX

RIGHTS OF THIRD PARTIES

Nothing herein contained shall be construed as affecting the rights or privileges conferred or to be conferred by Owner, by contract or otherwise, on third parties to use any poles or facilities covered by this Agreement. Such wires and apparatus not owned by either Party as may be placed on any pole under authority conferred by either Party shall, for the purpose of this Agreement, be considered the property of the Party authorizing the Attachment and subject as such to all the terms and conditions of this Agreement.

ARTICLE XXI

ASSIGNMENT OF RIGHTS AND LIABILITIES

Neither Party hereto shall assign or otherwise dispose of this agreement or its rights or interest hereunder or in any of 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 shall prevent or limit the right of either party to make a lease or transfer any or all of its property, rights, privileges and franchises to another corporation organized for the purpose of conducting a business of the same general character as that of the lessor or transferror or to enter into any lawful merger or consolidation or to make a general mortgage of all its property, rights, privileges and franchises and, in case of such lease, transfer, merger, consolidation or mortgage, the rights and obligations acquired under this agreement shall pass to the lessee, assignee, merging or consolidated company or trustee under such mortgage. All liabilities hereunder shall bind, and all rights acquired hereunder shall inure to, the successors and assigns of the Parties hereto, to the extent in this Article provided.

ARTICLE XXII

WAIVER OF TERMS OR CONDITIONS

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

ARTICLE XXIII

DEFAULTS

A. If Licensee shall be in default in any of its obligations stipulated herein, and such default shall continue for a period of sixty (60) days subsequent to written notice given by Owner, Owner may, if it so elects, permanently terminate Licensee's right to attach to poles as to which such default exists. Such termination shall not be construed as a waiver of the right to enforce any liabilities for costs incurred or to be incurred for the collection of any sums theretofore or thereafter due.

B. If Owner shall be in default in any obligations stipulated herein, and such default shall continue for a period of sixty (60) days subsequent to written notice thereof given by Licensee, Owner hereby agrees to pay all costs and expenses reasonably incurred by Licensee as a result of such default, in assuring the safety and adequacy of its service.

ARTICLE XXIV

TERM OF AGREEMENT

This agreement shall become effective January 1, 1979 and, subject to the conditions of Article XXIII, DEFAULTS, herein, this agreement may be terminated, so far as concerns further granting of Joint Use, by either Party hereto at the expiration of five (5) years from the effective date hereof upon one (1) year's notice in writing to the other Party of an intention so to terminate it; provided, that if not so terminated, it shall continue thereafter until terminated by either Party at any time upon one (1) year's notice in writing to the other Party as aforesaid; and provided further that notwithstanding such termination, this agreement shall remain in full force and effect with respect to all poles Jointly Used by the Parties hereto at the time of such termination and to any replacement of such poles.

ARTICLE XXV

TRANSFER OF OUTSTANDING PERMITS AND CANCELLATION OF EXISTING RENTAL AGREEMENT

A. As of the effective date of this Agreement, all permits issued under the terms of Part I "Relating to Rented Poles" of the Agreement dated March 27, 1928, as subsequently supplemented, and all rights and privileges of the Parties with respect to poles which are in Joint Use (Rental) under the terms of that Agreement, shall be governed by the terms of this Agreement and Part I of the 1928 Agreement is hereby cancelled with respect to such poles.

B. Part II "Relating to Joint Use" of said 1928 Agreement covering Joint Use of poles under cost sharing arrangements shall continue in force except that any such pole which must be replaced for any reason whatsoever shall be replaced under the terms of this Agreement and Joint Use as a rental pole shall continue hereunder.

IN WITNESS WHEREOF, the Parties hereto have caused these presents to be executed in duplicate, and their corporate seals to be affixed thereto by their respective officers thereunto duly authorized, on the day and year first above written.

ATTEST:

PENNSYLVANIA POWER COMPANY

W.F. REEHER

Title Secretary

By
Title Vice President

ATTEST:

THE BELL TELEPHONE COMPANY OF PENNSYLVANIA

Title Assistant Secretary

By
Title Vice President - Operations

PUBLIC VERSION

Bell Atlantic Network Services, Inc.
180 Sheree Boulevard, Suite 2100
Exton, Pennsylvania 19341
610 280-5500
FAX 610 280-9954

Sharon Cook
Director - Facilities Management
Eastern Pennsylvania/Delaware

August 20, 1999

Mr. Timothy D. Kilmore, P. E.
Regional Supervisor, Engineering
Pennsylvania Power Company
1 East Washington Street
P. O. Box 891
New Castle, PA 16103-0891

Re: 1999 & 2000 Pole Attachment Compensation

Dear Mr. Kilmore:

The procedure for determining the annual pole fees is described in Article XVIII of our General Agreement for the Joint Use of Poles, dated December 15, 1978 and provides that the annual pole fees shall be calculated in each odd numbered year. Due to an accounting change Pennsylvania Power can no longer calculate the annual carrying charge (ACC) needed for this calculation. Both companies have agreed to use the formula below for establishing rates until such time as our Agreement is amended.

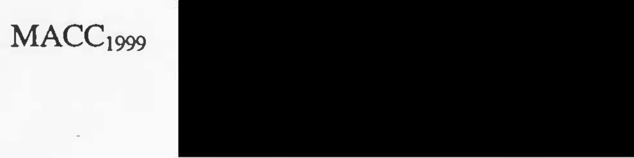
This letter will confirm the rates, thus established on August 18, 1999, by Messrs. W. Francescone and J. J. Giancola, for the 1999 and 2000 billing periods.

The Mean Annual Carrying Charge (MACC) to be used as a basis for calculating rates in odd numbered years will be based on the MACC for 1993 and proportional to changes in the Handy Whitman (H-W) Index for Poles, Towers, Fixtures (Line 44, Schedule E-1, North Atlantic Region, January 1st issue) calculated as follows:

$$MACC_{odd\ year} = MACC_{1993}\left[1 + 0.25\left((H\text{-}W_{odd\ year} - H\text{-}W_{1993})/H\text{-}W_{1993}\right)\right]$$

The 0.25 multiplier represents an agreed to factor to account for the historical lower rate of change of the MACC relative the change in the Handy-Whitman (H-W) Index.

The calculation of the compensation rate applicable for the years 1999 and 2000 is as follows:

$MACC_{1999}$ 

VZ00484

Mean Annual Carrying Charge$_{1999\text{-}2000}$ [redacted]

Thus, [redacted]

Therefore, the pole attachment fees are:

Attachment fee for Telephone Company owned poles to which Electric Company is attached is [redacted]

Attachment fee for Electric Company owned poles to which Telephone Company is attached is [redacted]

In accordance with the terms of our Agreement, Pennsylvania Power will render a bill for the number of its poles to which Bell Atlantic - PA is attached, and Bell Atlantic - PA will render a bill for the number of its poles to which Pennsylvania Power is attached.

To signify your concurrence of the above, please sign the duplicate original of this letter and return same to my attention.

Sincerely,

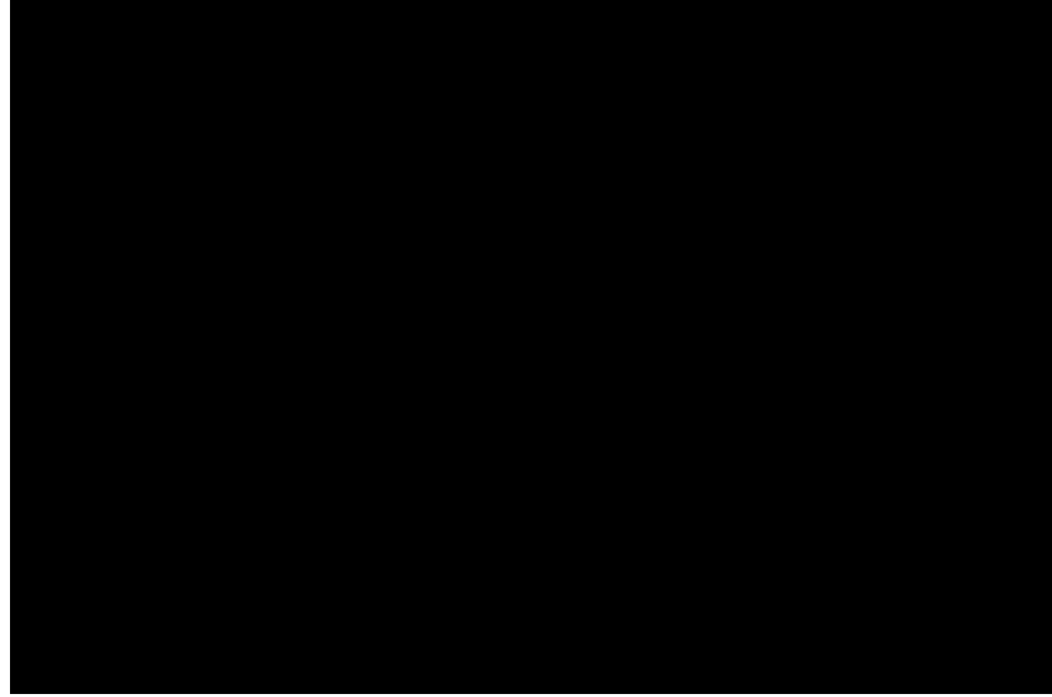
Sharon Cook

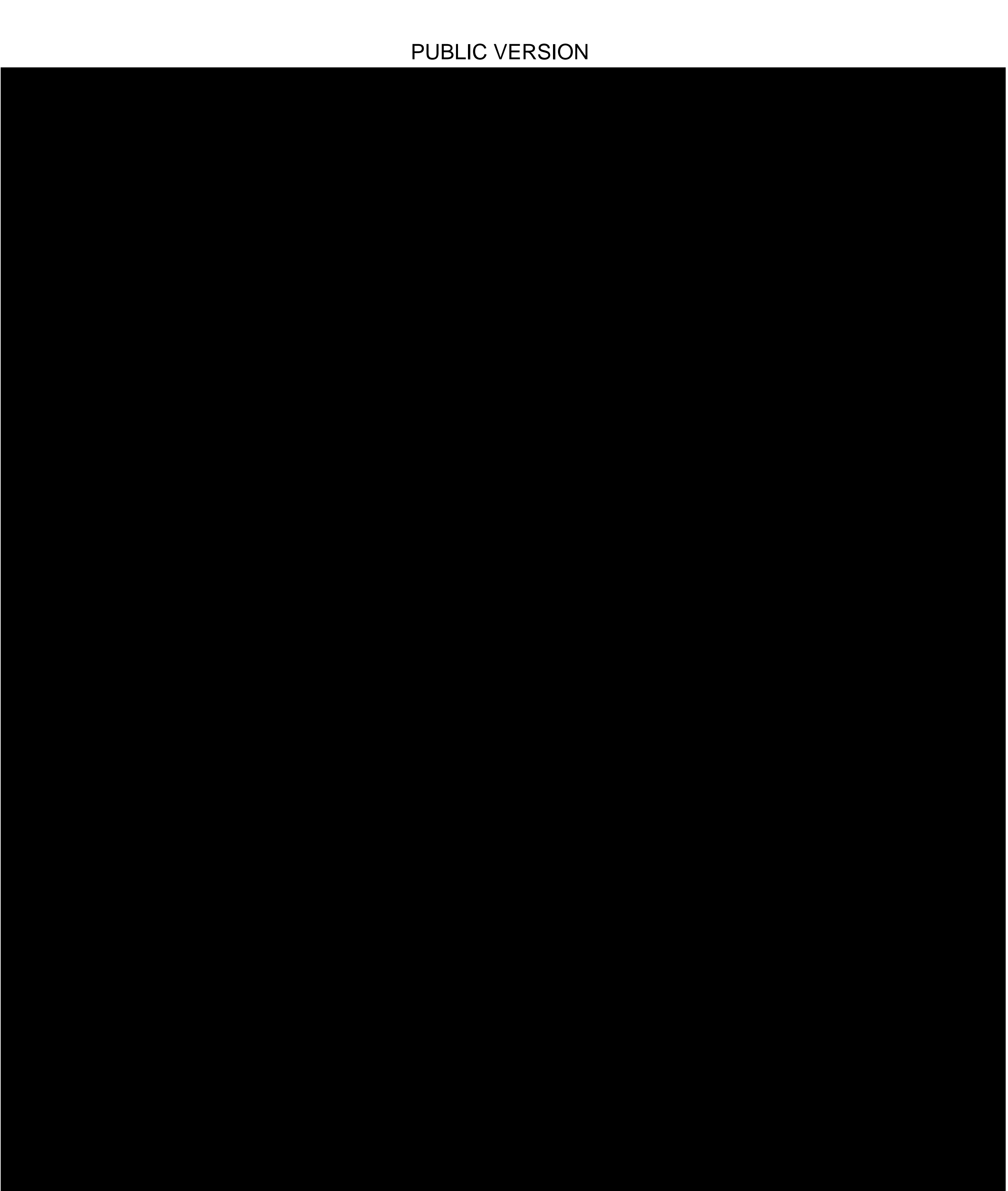
Concurred Timothy O Klem Date 9/20/99

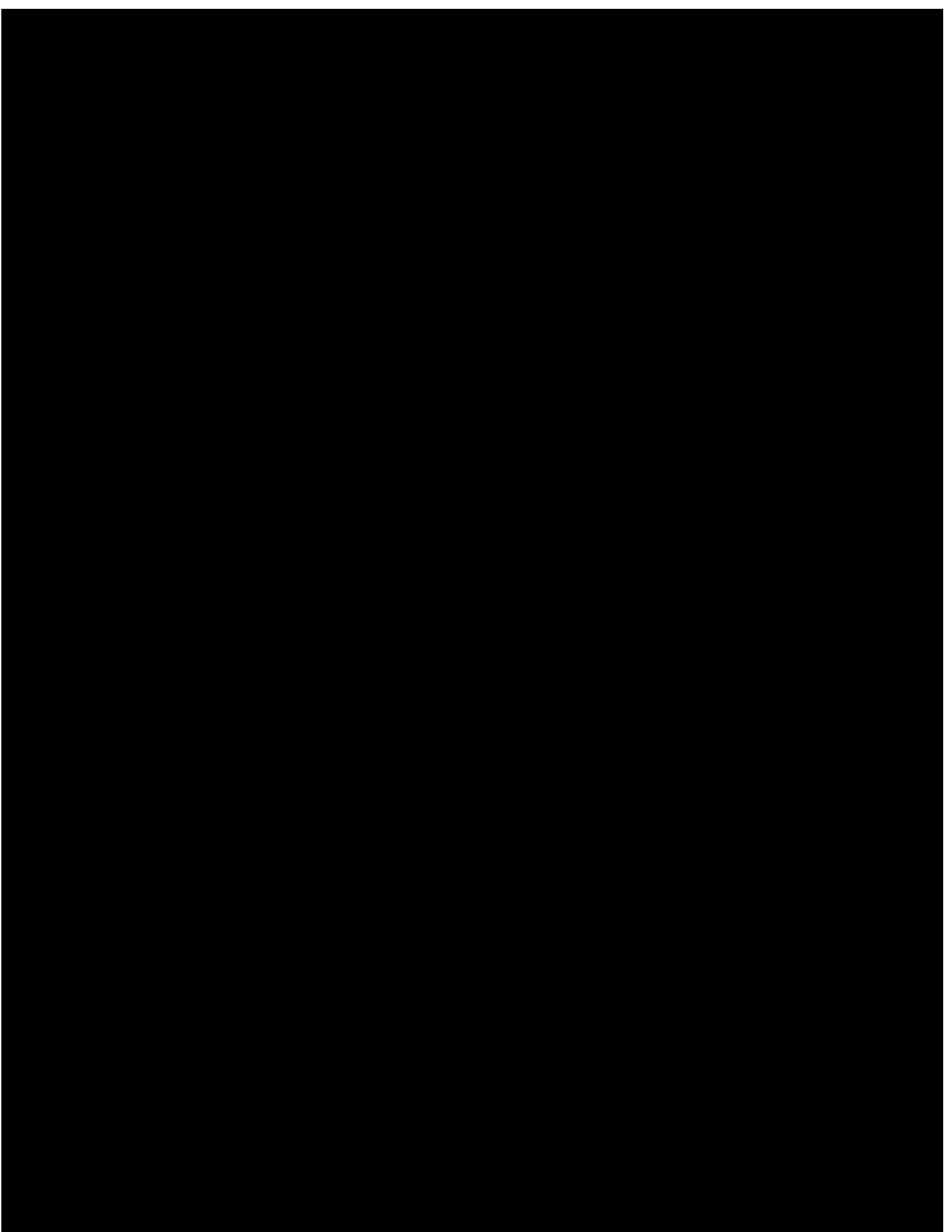
Title Engineering Supervisor
Pennsylvania Power Company

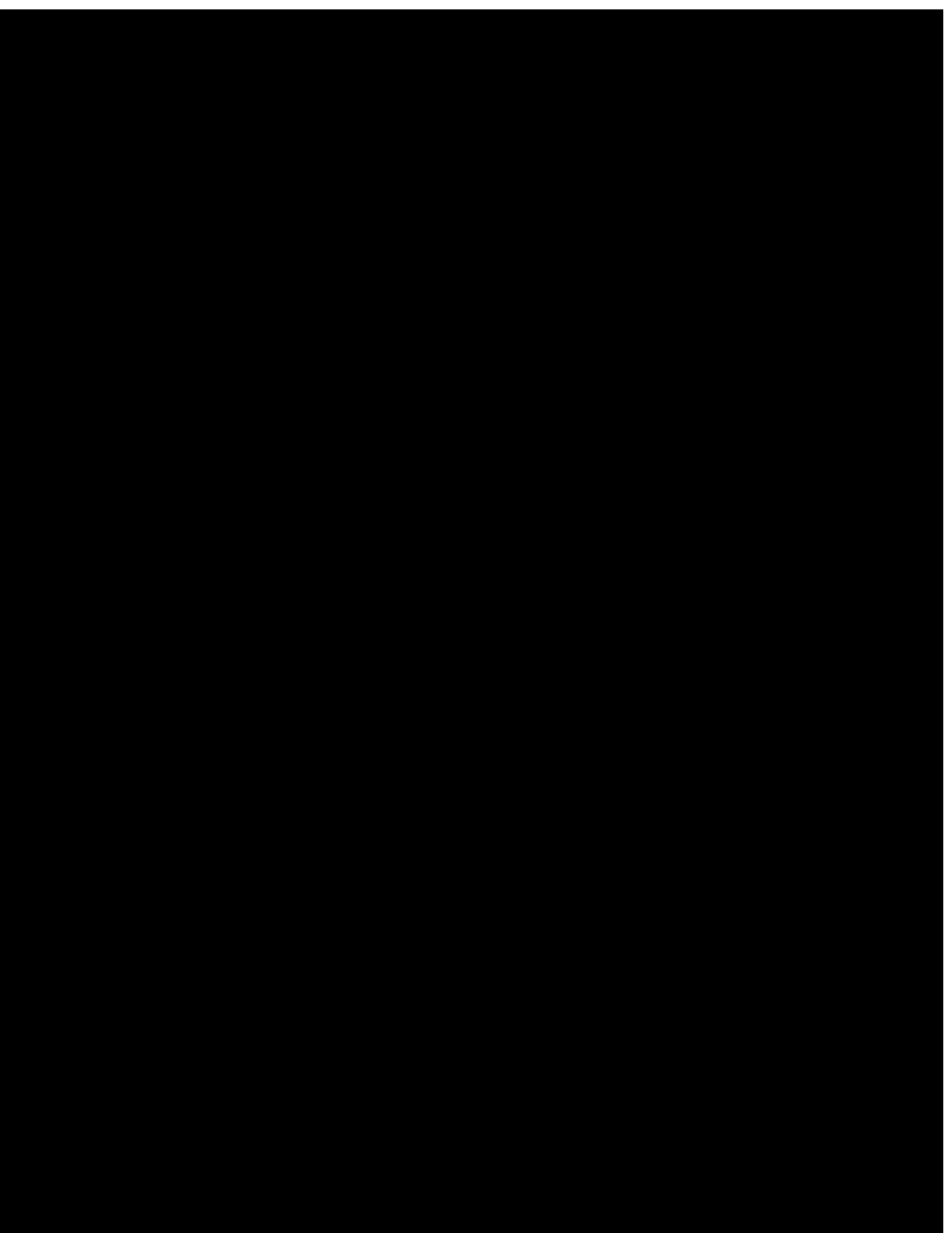
Exhibit SCM-3
Redacted Public Version

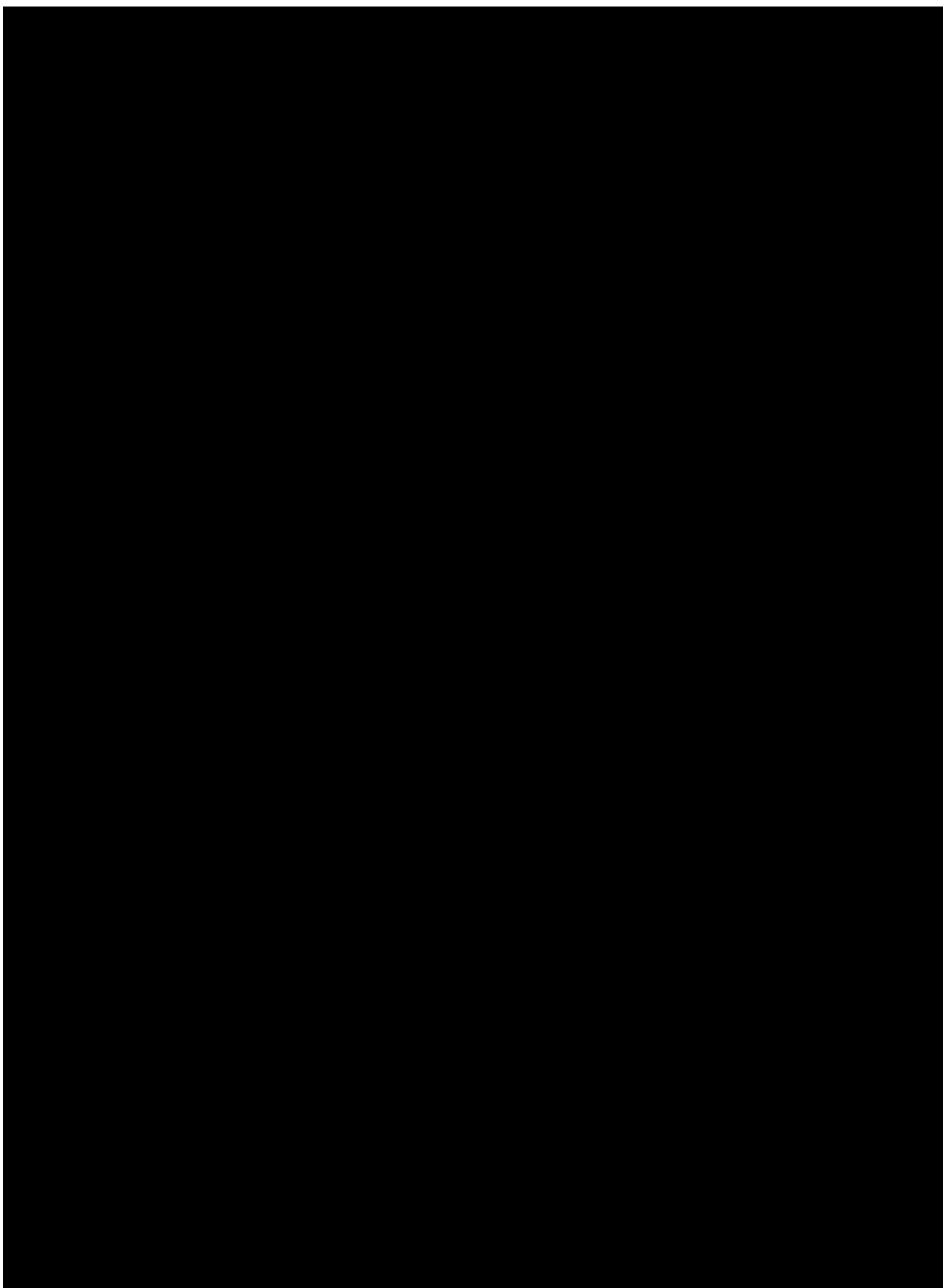
Exhibit 13

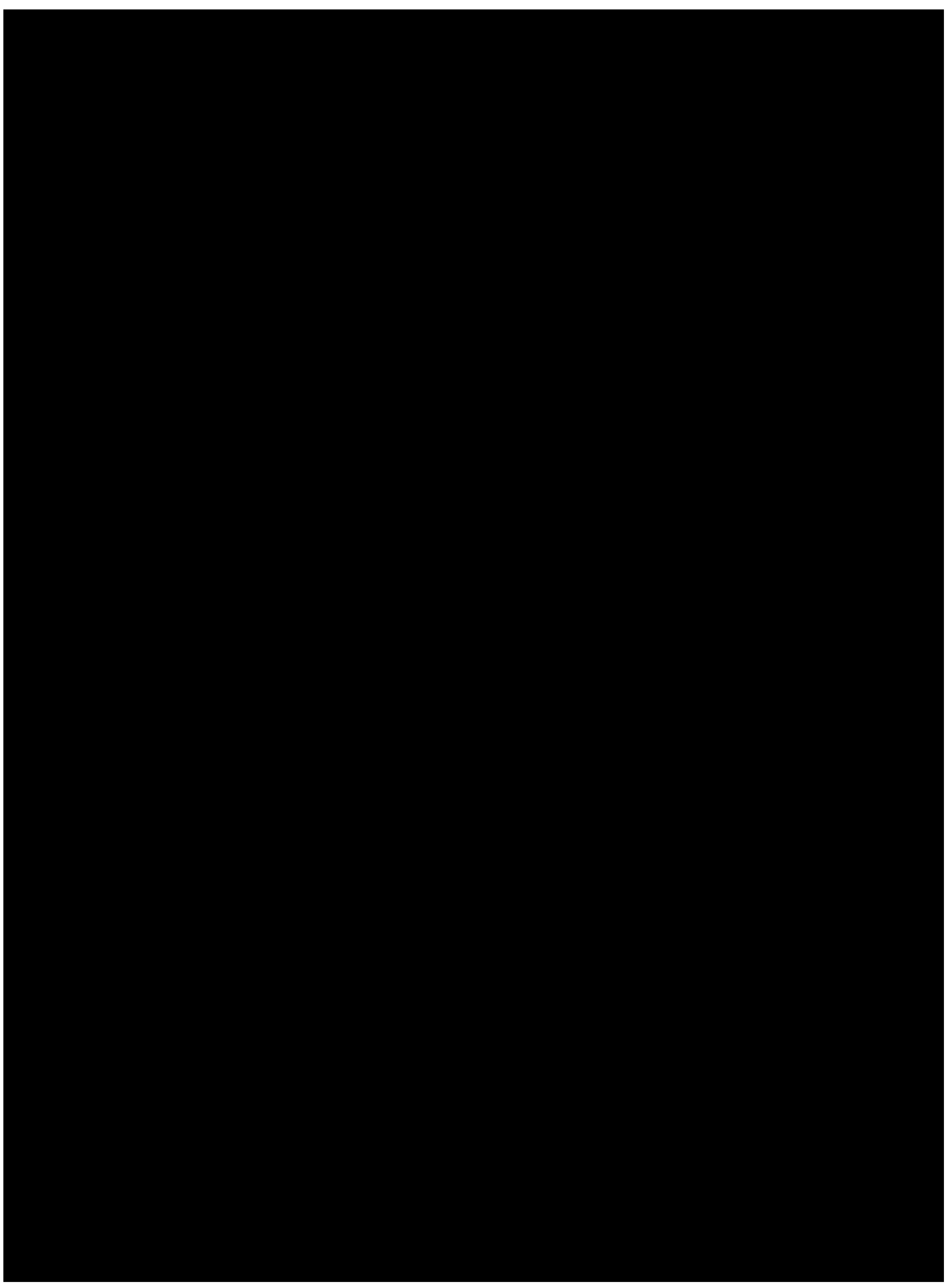


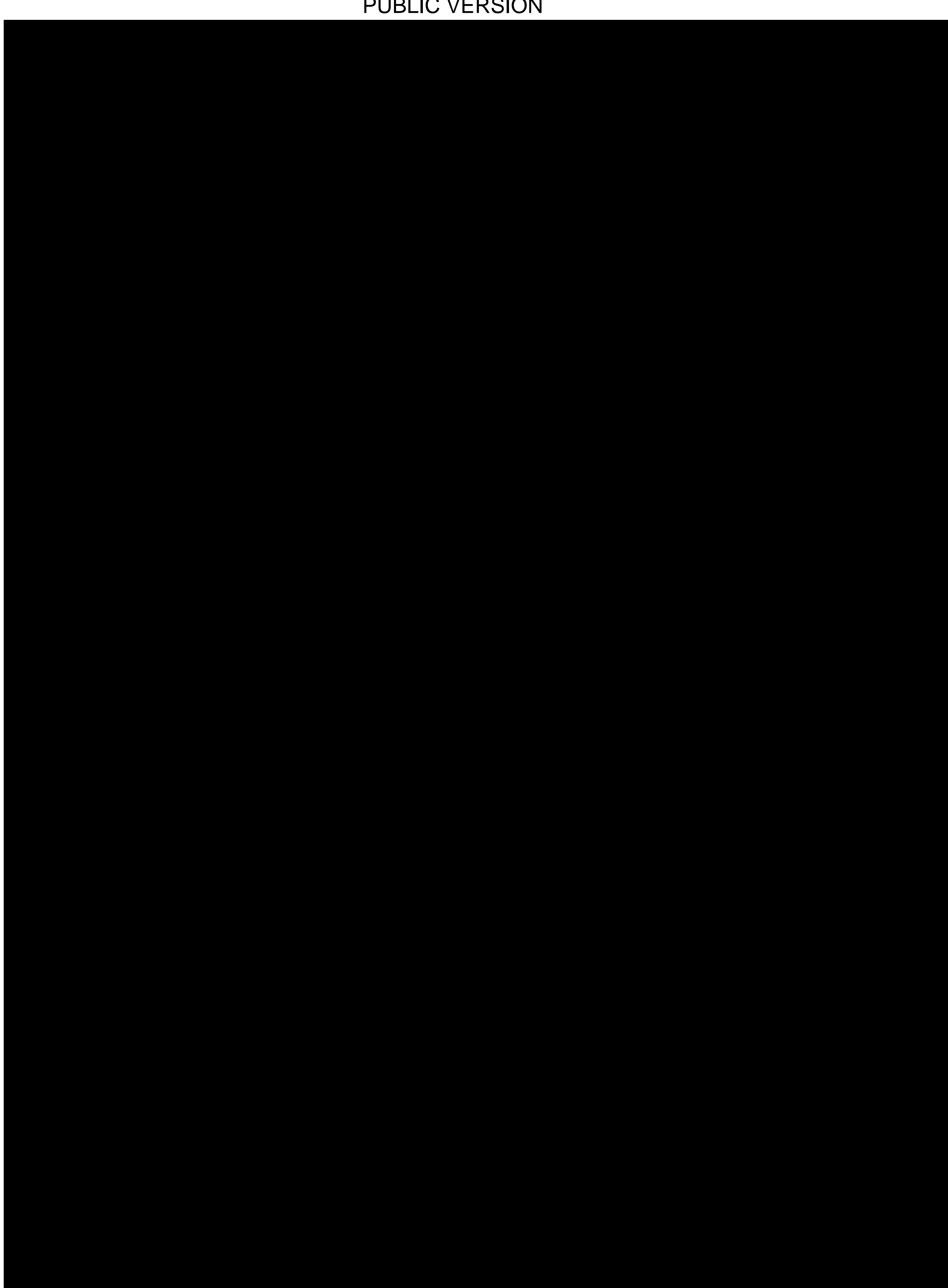


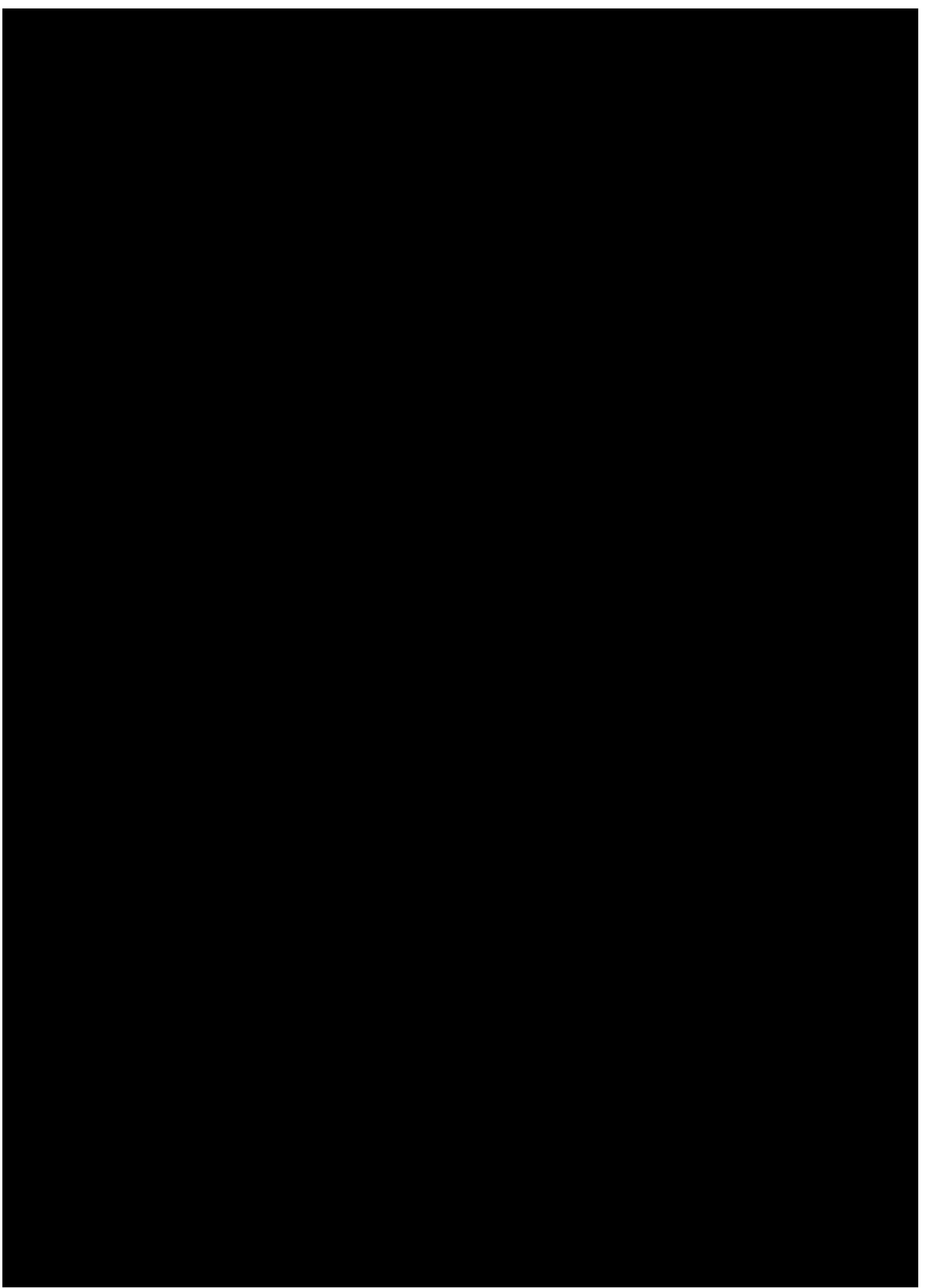


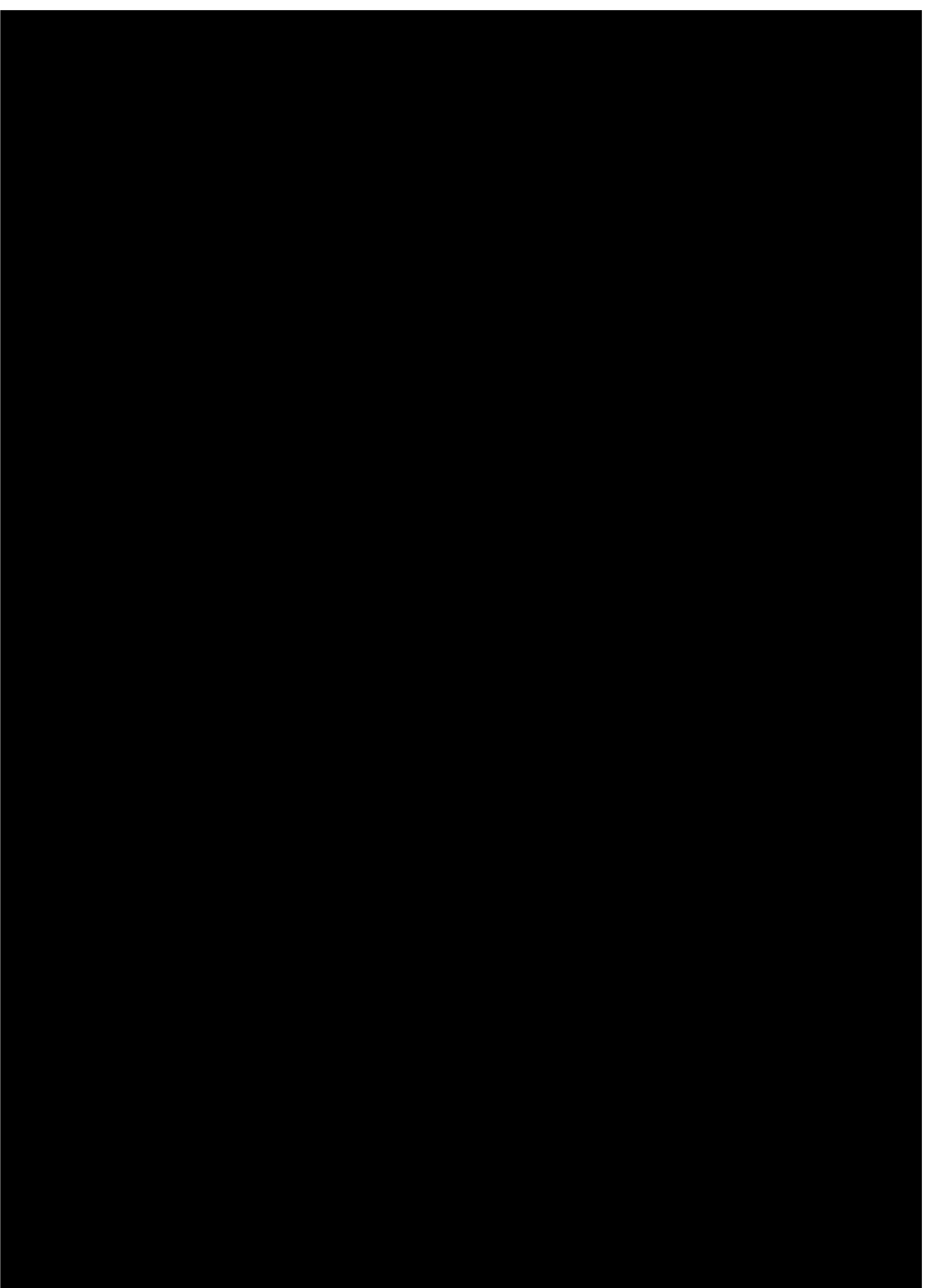


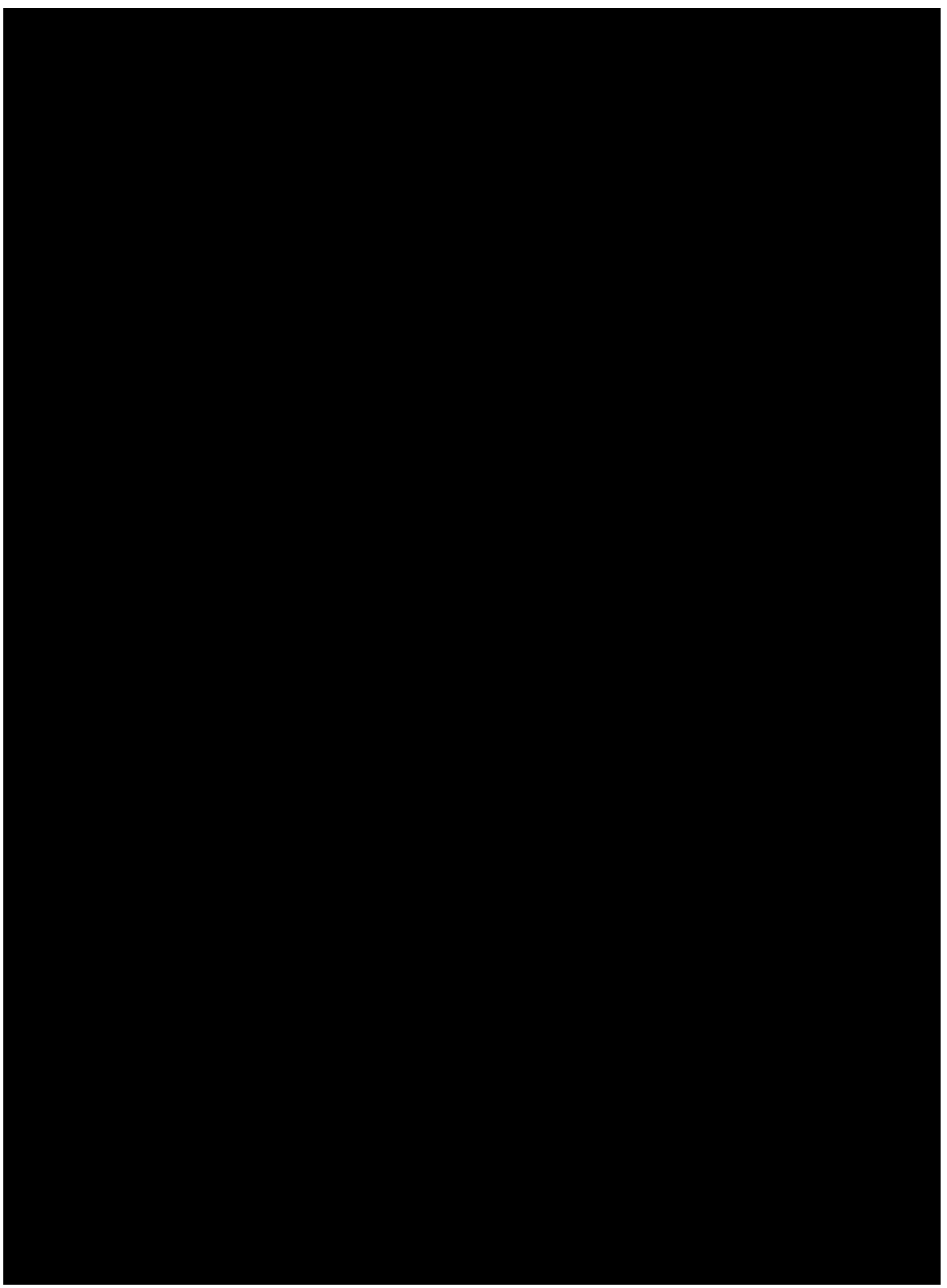


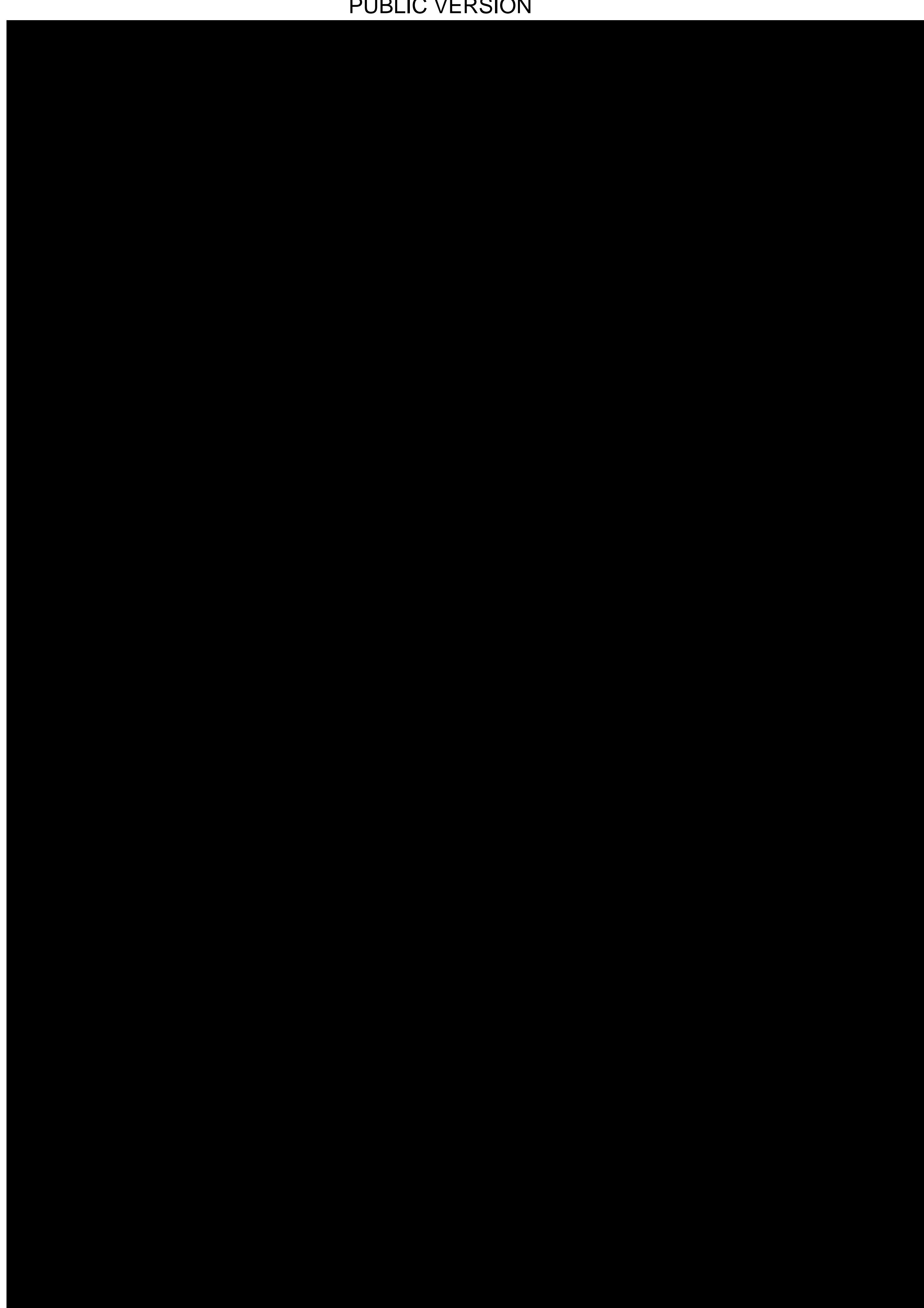


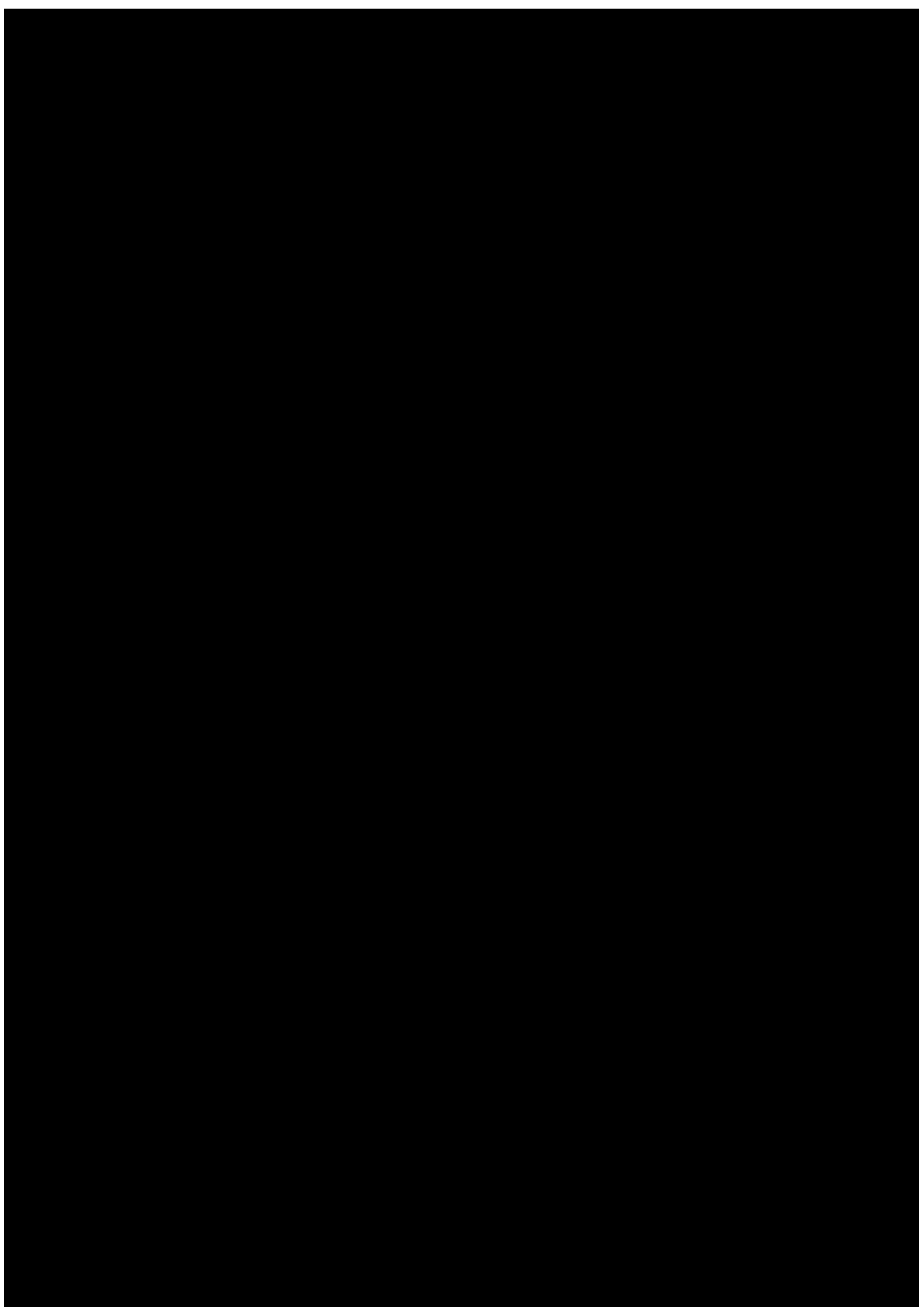


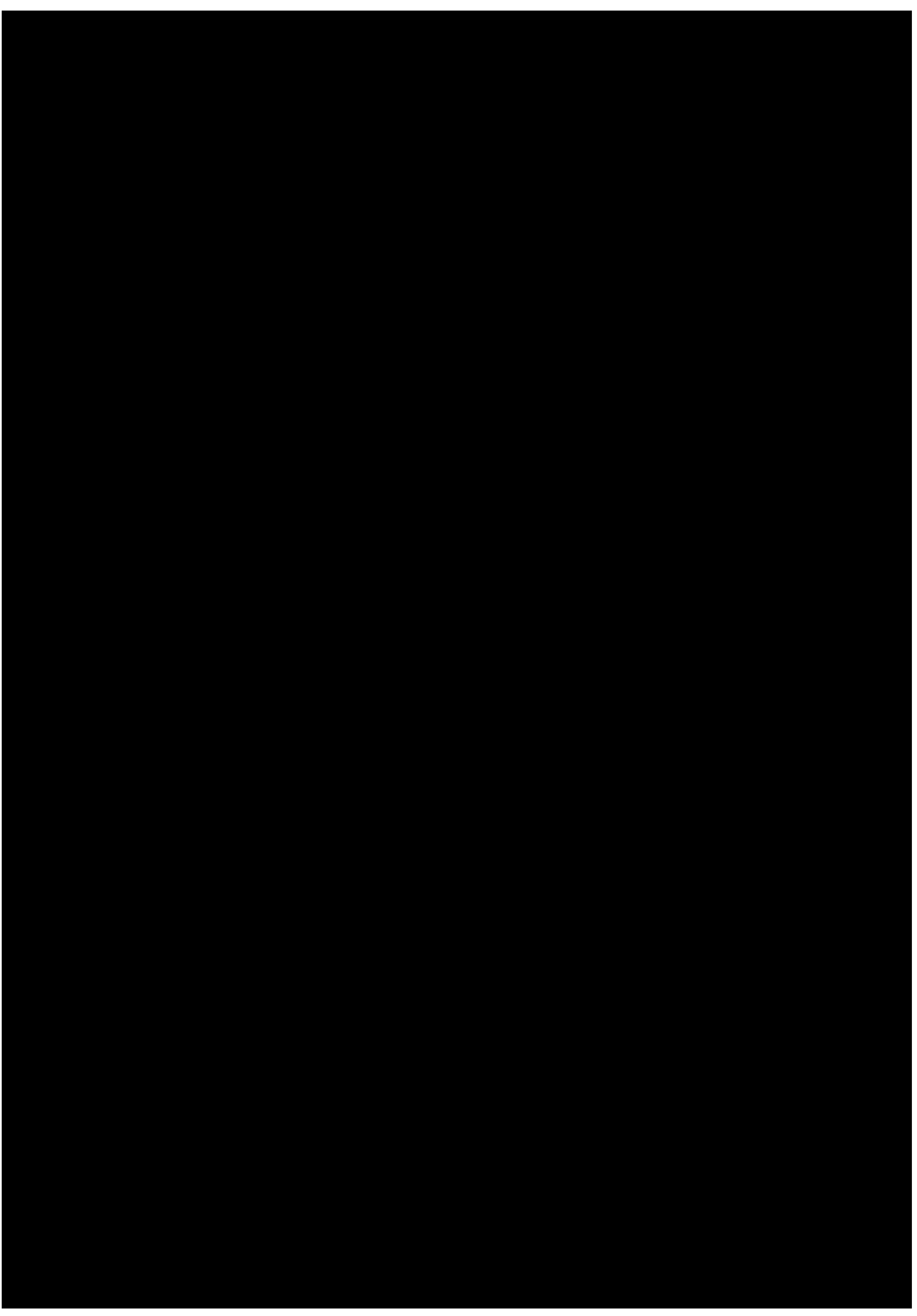


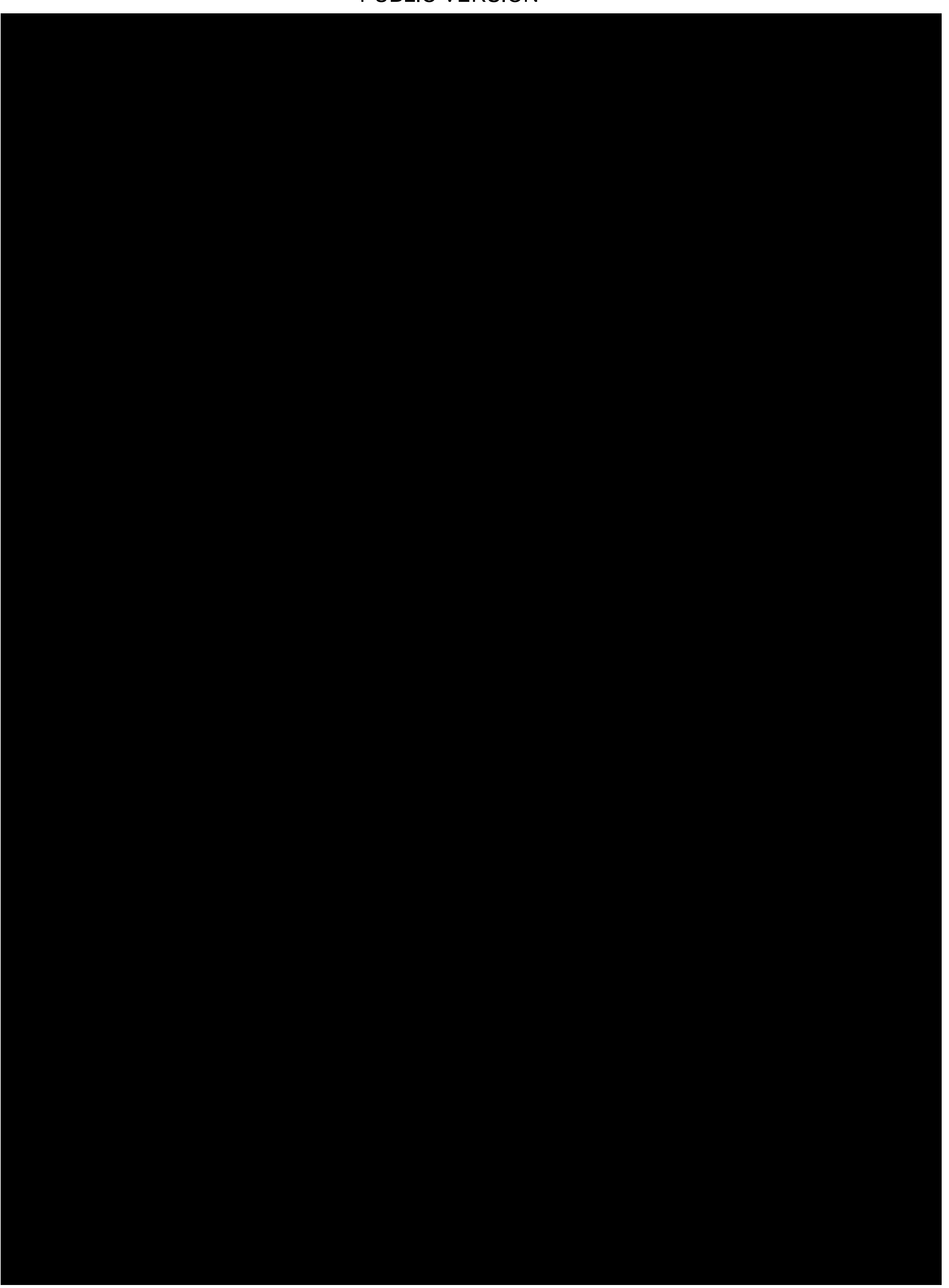


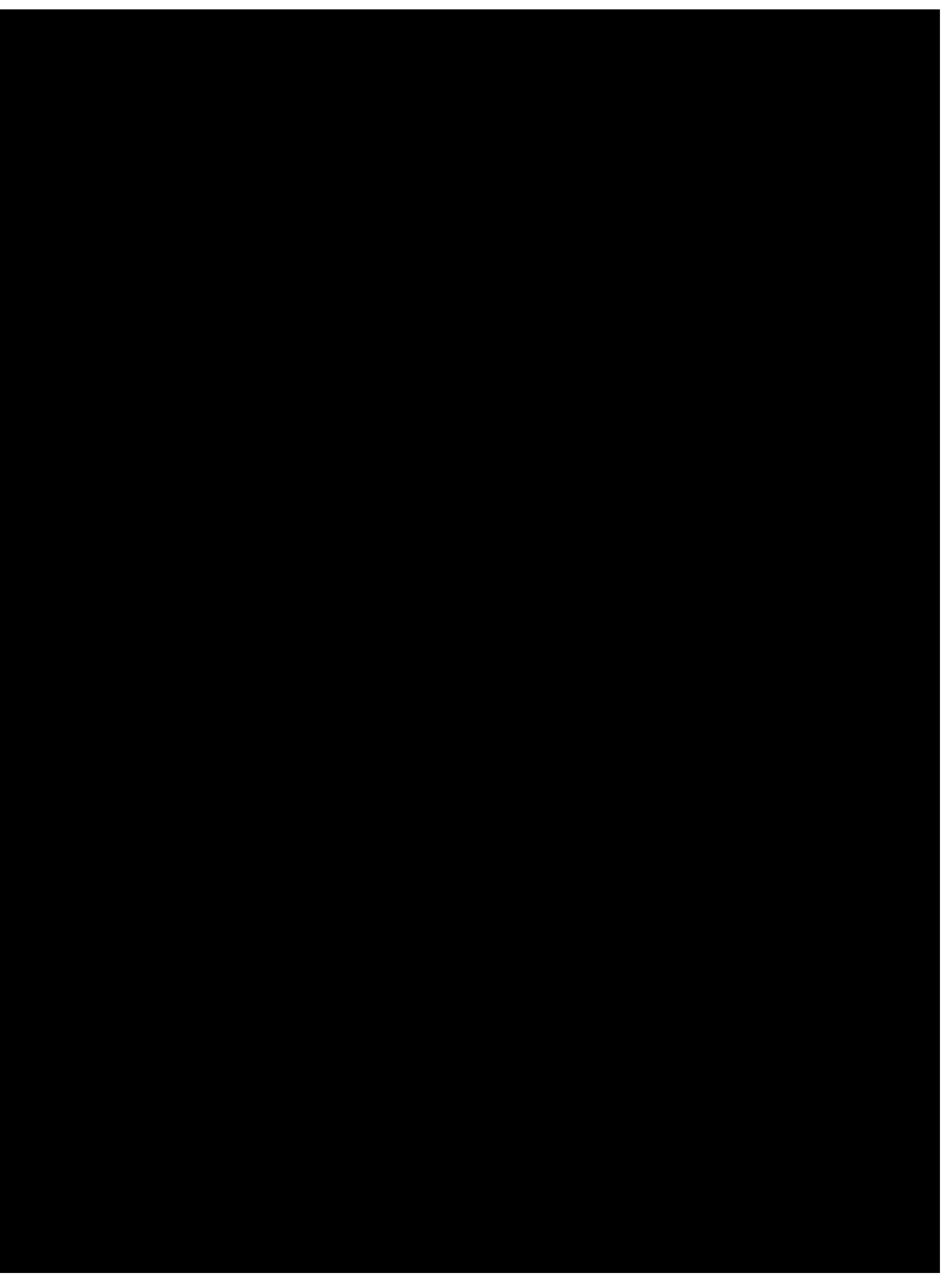


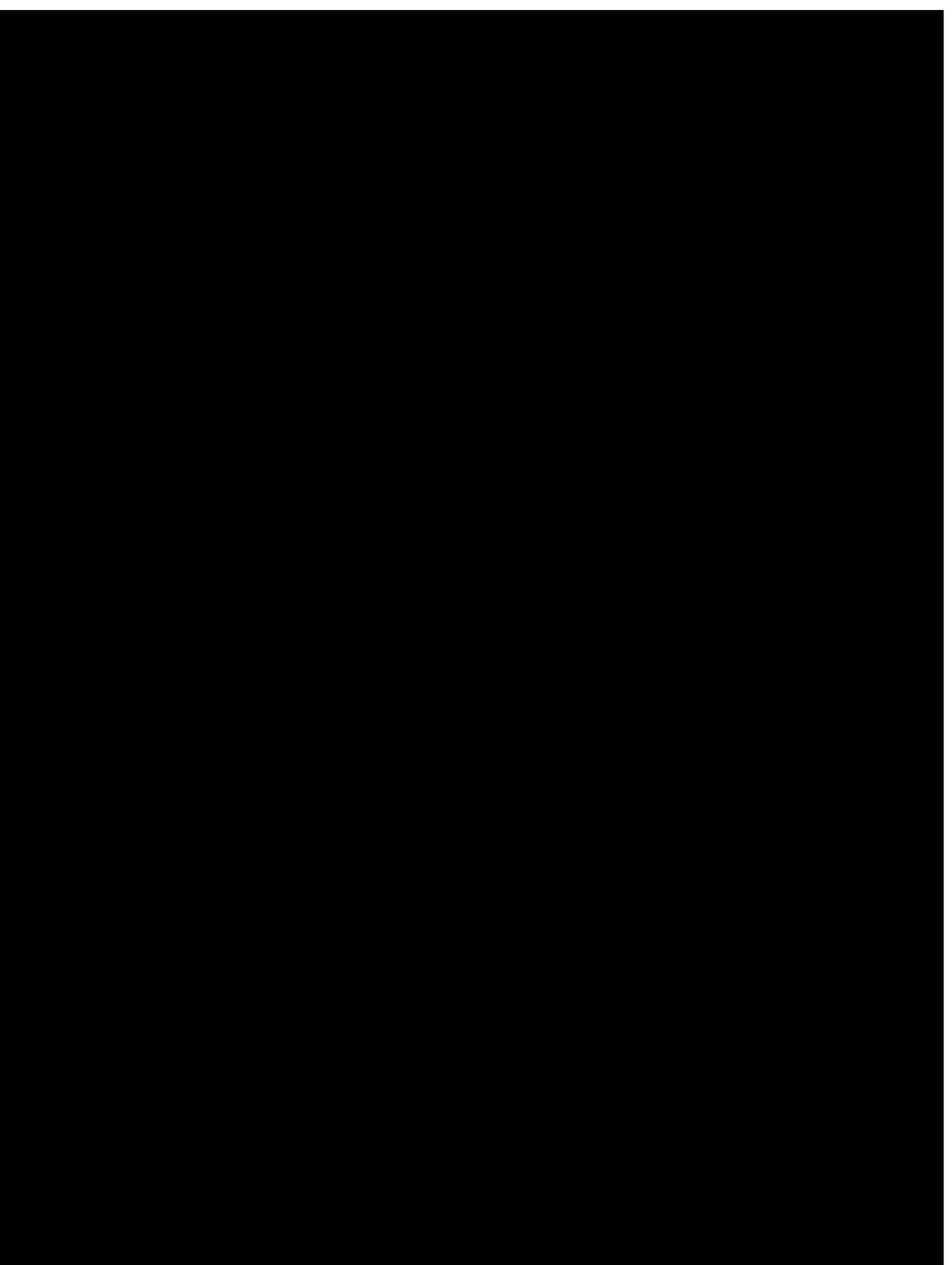












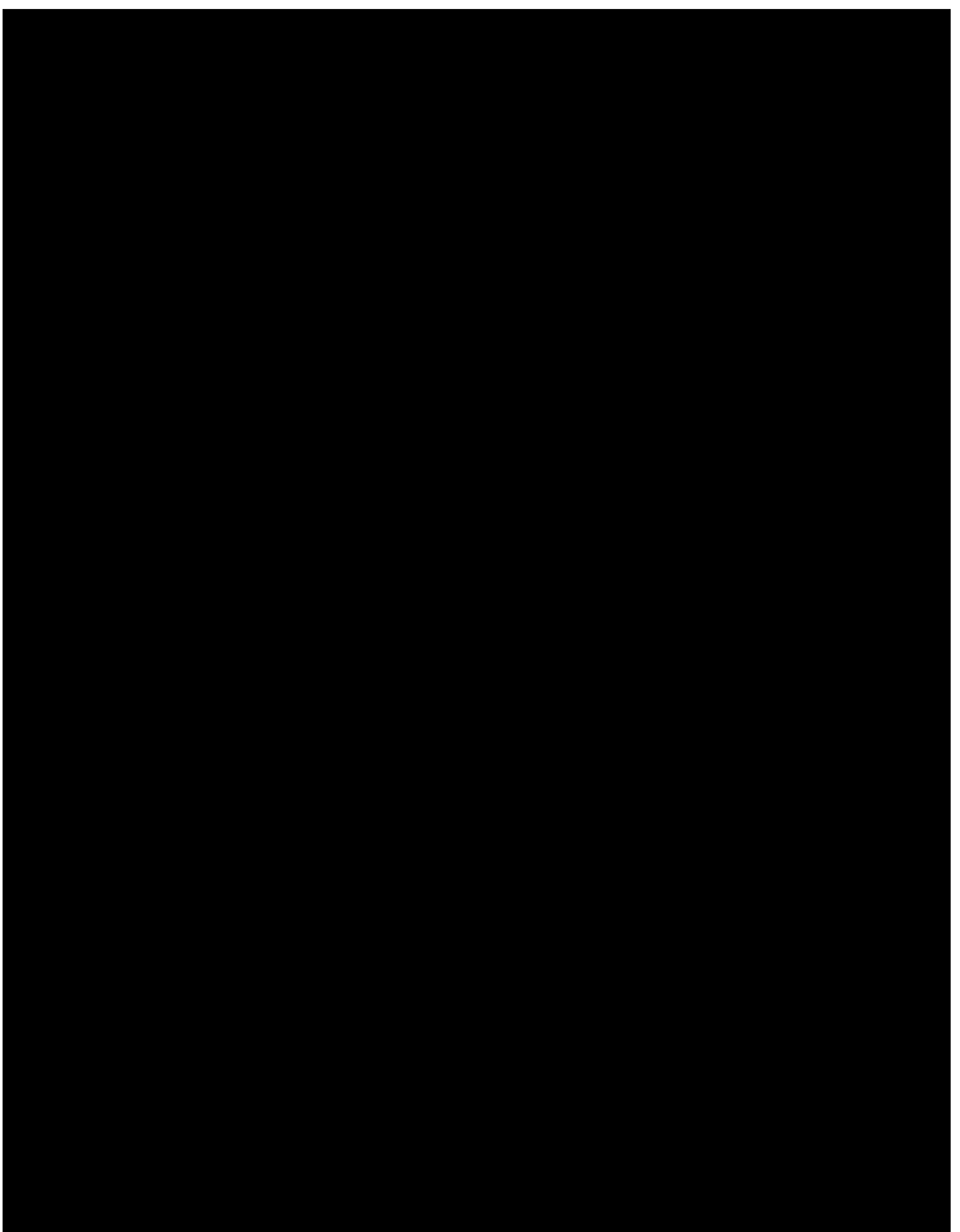


Exhibit 14

MEPN-BELLCLEC-1

ATTACHMENT AGREEMENT

THIS AGREEMENT, made this 25 day of September, 1998, by and between METROPOLITAN EDISON COMPANY, a Pennsylvania corporation and PENNSYLVANIA ELECTRIC COMPANY, a Pennsylvania corporation, collectively doing business as GPU ENERGY, and hereinafter called "Owner",

a n d

BELL ATLANTIC - PENNSYLVANIA, INC., a Pennsylvania corporation, hereinafter called "Licensee",

W I T N E S S E T H:

WHEREAS, Owner operates and maintains an electric distribution system consisting of various pole lines, wires, guy wires, cables, lines, fibers, transformers and other related equipment and apparatus, extending in and through the various cities and communities in its franchised service area in Pennsylvania; and

WHEREAS, Licensee has requested Owner to permit it to attach its fiber optic and/or metallic/copper cable facilities to certain of Owner's poles outside of the Licensee's franchised service areas for Licensee's use to provide telecommunications services to and from various Pennsylvania locations; and

WHEREAS, it is agreed that the stringing of such cable facilities owned and maintained by a party for private purposes on electric poles clearly presents significant risk of damage to Owner's equipment and potentially preempts communication space on the poles which is often later needed for Owner's plant, both of which are undesirable from Owner's viewpoint; and

WHEREAS, Owner is willing to permit Licensee to attach its facilities to Owner's poles under certain terms and conditions.

NOW, THEREFORE, in consideration of the premises and the mutual covenants and agreements herein contained, the parties hereto, for themselves and their representatives do hereby covenant and agree, each with the other, as follows:

ARTICLE I

1. This Agreement provides for the attachment of Licensee's facilities, consisting of one (1) cable not to exceed a maximum aggregate diameter of more than two (2) inches, designated in "Exhibit A", attached hereto and incorporated herein by reference, in Pennsylvania and to be used in providing telecommunications services to and from various locations.

2. Licensee, at any time, shall not make any additions to or changes in the location of its attachments, or perform overlashing of fiber optic cables or any additional cables/wires of any other type without the prior written consent of Owner; provided however, that in cases of emergency, Licensee may make such additions or changes upon verbal consent from Owner, which verbal consent shall become invalid unless Licensee confirms it in writing within Ten (10) days.

3. Licensee may also from time to time make attachments to additional poles of Owner in accordance with the aforesaid specifications, by submitting further application in the form set forth in "Exhibit C", attached hereto and made a part hereof.

4. Licensee covenants that it will provide, have and maintain sufficient shielding or other devices on its facilities attached to Owner's poles permitted herein to prevent interference damage with or to Owner's facilities and the facilities of others permitted by Owner to use said poles.

ARTICLE II

1. Subject to the default clause herein provided, this Agreement shall continue in force and effect for a period of One (1) year from and after the date hereof. In the event Licensee is not in default in the performance or observance of any of the covenants or provisions of this Agreement, this Agreement shall automatically renew from year to year after the end of the initial One (1) year period and until terminated by either party giving to the other written notice of termination at least Six (6) months in advance of the termination date specified in said notice.

2. Immediately after the termination of this Agreement as herein provided, Licensee shall proceed to remove its attachments from Owner's poles without undue delay and as Owner's needs may require, the maximum period of removal to be not more than thirty (30) days from the termination date, and any attachments not removed within that time shall become the property of Owner, or, at Owner's option,

removed by Owner at Licensee's expense and for its account. Bill for such expense incurred shall be due and payable within thirty (30) days of receipt.

3. Immediately after the removal of Licensee's attachments from Owner's poles, Licensee shall restore to Owner the space theretofore occupied by it on said poles in as good condition as when first occupied, reasonable wear and tear excepted; and, should any damage to Owner's poles or other property, or to the property of others permitted by Owner to use said poles, result from the removal of Licensee's attachments therefrom, Licensee shall forthwith, either repair such damage or compensate the party suffering such damage.

ARTICLE III

1. Owner reserves the right, in its exclusive discretion, to permit others to use said poles.

2. If in Owner's exclusive discretion, Licensee's attachment to said poles hereafter interferes in any respect with pre-existing attachments by Owner or others permitted by Owner, the Licensee shall, at its sole cost and expense and upon thirty (30) days prior written notice from Owner, move or change the location of said attachments or remove them entirely. Should Licensee fail to do so, Owner may do so and invoice Licensee for which payment thereof shall be due and payable within thirty (30) days of receipt.

ARTICLE IV

1. Said attachments are to be made on poles of Owner in a manner specified by Owner and so as not to interfere with the present and/or any future use (e.g., including but not limited to installation of a transformer, installation of a recloser or a rephasing of conductors) by Owner, or the present use other licensees, not parties to this agreement, have made of said poles with Owner's permission.

1a. Licensee's attachments shall be maintained at the sole risk and expense of Licensee, and at any time, upon written notice from Owner, Licensee shall change, alter, improve or renew its facilities in such manner as Owner may direct. Licensee shall perform such work at its own expense except in cases where the cause is due solely to changes, improvements or renewal of Owner's facilities (e.g., including but not limited to installation of a transformer, installation of a recloser or a rephasing of conductors) or where the cause is due solely to changes, improvements or renewal of facilities of licensees not parties to this agreement. Where either of these exceptions occur, Licensee's expenses for such work shall be paid by Owner or by the other licensee(s), not parties to this agreement, as applicable. Licensee shall change, alter, improve, renew and transfer its facilities at its own expense in routine pole replacements or pole replacements due to emergency situations (e.g., including but not limited to car/pole accidents, storm-related events).

2. Said attachments are to be installed and at all times maintained by Licensee strictly in accordance with Owner's standard practices and procedures and the provisions of the latest edition of the National Electrical Safety Code and/or any other applicable regulations or codes promulgated by the national, state, local or other governmental authority having jurisdiction thereover.

3. Licensee agrees to take all additional necessary precautions as the circumstances may require and install protective equipment or take other reasonable means to protect all persons and property against injury or damage caused by Licensee's attachments.

4. Owner shall be the sole judge as to its requirements for the present and/or future use of its poles, attachments, facilities and equipment, and also of any interference therewith by Licensee, and shall also be the sole judge of whether or not Licensee's attachments comply with the codes, regulations and covenants aforesaid. Nothing herein contained shall be construed as limiting or affecting any existing or future rights or privileges granted by Owner, by contract or otherwise, to others not parties to this Agreement, to use any poles covered by this Agreement; and Owner shall have the right to continue and extend such rights or privileges. The attachment privileges herein granted shall at all times be subject to such newly extended, existing and continued contracts and arrangements.

ARTICLE V

1. Licensee may also from time to time make attachments to additional poles of Owner, in accordance with the aforesaid specifications, by submitting a written application and receiving a license in the form set forth in "Exhibit C", attached hereto and made a part hereof.

2. Whenever Licensee desires to make additional attachments to Owner's poles, Owner hereby grants permission to Licensee to engineer all new line extensions and any rebuild of existing facilities on Owner's poles for compliance with terms and conditions more fully described in herein.

3. For pole attachments where Licensee's engineering evaluation has determined that no make-ready work is required, Licensee shall submit Two (2) copies of "Exhibit C", attached hereto and made a part hereof, to Owner within Ten (10) days of making said attachment(s) to Owner's pole(s).

4. For pole attachments where Licensee's engineering evaluation has determined that make-ready work is required, Licensee shall submit Two (2) separate copies of "Exhibit C", attached hereto and made a part hereof, to Owner. Owner, through its own engineering evaluation, shall determine make-ready work costs and Owner shall notify Licensee in accordance with terms and conditions more fully described in Article V.6. Owner shall perform required make-ready work in a timely fashion after receiving

written notification and advance payment from Licensee. Owner shall notify Licensee when make-ready work has been completed and pole is ready for new attachment.

5. Owner reserves the right to revoke permission to Licensee to engineer all new line extensions and any rebuilds of existing facilities in its sole discretion. Upon termination of Licensee's engineering of all new line extensions and rebuilds, it is understood that Owner shall inspect and engineer all poles listed on Licensee's "Exhibit C" application form, attached hereto and made a part hereof, and Licensee shall reimburse Owner for all appropriate expenses and related overheads incurred by Owner in performing the inspection of its poles.

6. Whenever Owner determines that a pole which Licensee has applied to attach to in writing and said pole is deemed inadequate by Owner by reason of insufficient height or strength to accommodate the proposed attachment(s) of Licensee in addition to the existing attachment(s) of Owner and other licensees thereon, and said pole would have been sufficient in height and strength to accommodate the attachments of Owner and other licensees if Licensee's proposed attachment(s) were not on the pole, Owner shall replace said pole with a new pole of the necessary height and strength and/or shall make such other changes in the existing pole line in which said pole is included as the conditions may then require. Licensee shall reimburse Owner for all costs associated with such installations, replacements, guying relocations, transfers or other changes to Owner's facilities, equipment and material necessitated thereby, less the actual salvage value of any removed poles or other facilities that may, in Owner's sole discretion, be salvaged by Owner. Invoices for such costs shall be due and payable by Licensee within thirty (30) days of receipt. Also, Licensee, on demand, shall reimburse each owner of other facilities attached to said pole for any expense incurred by said owner in transferring or rearranging its facilities to accommodate Licensee's proposed attachments.

7. Licensee will be billed by Owner for any and all unauthorized attachments discovered by Owner in the amount of one hundred ($100.00) dollars per unauthorized attachment and will be deemed liquidated damages due to Owner. All attachments discovered to have gone unreported in excess of ten (10) days will be deemed to be unauthorized.

ARTICLE VI

In the event that it becomes necessary in view of the specifications, rules, regulations or orders referred to in Article IV hereof to strengthen any such pole by guying in order to accommodate Licensee's attachments, Owner may at its option accept guying or bracing to be performed by Licensee with such

materials and in such manner as Owner may approve, or Owner may itself provide such guying or bracing in which event Licensee shall pay Owner the actual cost thereof.

ARTICLE VII

1. It is understood and agreed that the permission here given is a mere license and that Licensee hereby assumes any and all risk in connection with the exercise thereof and releases Owner from any claims for damage that may occur to Licensee's attachments, except if caused by the willful misconduct of the Owner. Licensee further agrees to indemnify, protect, defend and save harmless Owner from and against any and all claims, liability, cost, expense, loss and damage resulting from injury or damage to persons or property, including injuries to the employees or damage to the property of Owner, its successors, assigns and lessees, resulting directly or indirectly from, or incurred in connection with, the placing, presence, use, maintenance and removal of said attachments, wires and fixtures, except if caused by the willful misconduct of the Owner; and such loss shall include all costs, charges, expenses and attorney's fees reasonably incurred in connection with such injury or damage, and also any payments made by Owner to its injured employees, or to their relatives or representatives, in conformity with the provisions of any employers' liability or workmen's compensation act or acts. Licensee shall carry insurance to protect the parties hereto from and against any and all claims, demands, actions, judgments, costs, expenses and liabilities of every name and nature which may arise or result, directly or indirectly, from or by reason thereof. The minimum amounts of such insurance shall be:

Type of Insurance	Limits of Liability
Worker's Compensation	Statutory
Employer's Liability	$ 500,000 per occurrence
Comprehensive General Liability	
Bodily Injury	$1,000,000 per occurrence
Property Damage	$1,000,000 per occurrence
Endorsements Required	

Blanket Contractual Coverage
Products/Completed Operations Coverage
Independent Contractors Coverage
Broad Form Property Damage

Automobile Liability Insurance
(owned, hired, non-owned)

Bodily Injury	$1,000,000 per occurrence
Property Damage	$1,000,000 per occurrence

2. Licensee shall name Owner as an additional insured under the above policy(s) and provide Owner with certificate(s) of insurance upon the execution of the Attachment Agreement. The above policy(s) issued to Licensee shall not be canceled or changed except after thirty (30) days written notice to Owner.

3. Notwithstanding the foregoing, Licensee shall maintain the right to self-insure, subject to the amounts herein.

ARTICLE VIII

Owner reserves the right to discontinue the use of, remove, replace or change the location of Owner's poles or Licensee's attachments thereto, and Licensee shall at its sole cost and expense, upon thirty (30) days' written notice by Owner, make such changes in or removal of its attachments as shall be required by any such action of Owner. Or if Licensee shall fail to do so, Owner shall have the right to remove and/or relocate Licensee's attachments and invoice Licensee as hereinbefore described.

ARTICLE IX

1. Whenever, in the opinion of Owner, Licensee's attachments interfere with the operations of the equipment of Owner or other licensees or constitute a hazard to the service rendered by Owner or other licensees or fail to be in compliance with the codes and/or regulations hereinbefore mentioned, the Licensee shall, upon written notice from Owner to Licensee of such interference, hazard or non-compliance, either immediately remove its attachments, or rearrange or change its attachments as directed by Owner, all at Licensee's sole cost and expense or upon failure to do so, Owner may perform such work at Licensee's expense and invoice Licensee as hereinbefore described.

2. In case of emergency, and upon failure of Licensee to respond to Owner's request to relocate its facilities, Owner reserves the right to remove or relocate the attachments of Licensee at Licensee's expense without notice, and no liability therefor shall be incurred by such action. Licensee may at any time abandon the use of a jointly used pole hereunder by giving written notice thereof to the Owner and immediately thereafter removing therefrom all of its attachments.

ARTICLE X

Owner shall not be required to secure any right, license or permit from any governmental body, authority or other person or persons which may be required for the construction or maintenance of said attachments of Licensee, and Owner does not hereby provide any easements, rights-of-way or franchise for the construction and maintenance of said attachments, all of which are the sole responsibility of Licensee. Licensee hereby agrees to indemnify, defend, and save harmless Owner from any and all claims or liability resulting from or arising out of the failure of Licensee to secure such rights, licenses, permits or easements for the construction or maintenance of said attachments on Owner's poles.

ARTICLE XI

If Licensee shall fail to comply with any of the provisions of this Agreement, including the specifications hereinbefore referred to, or defaults in the payment of rentals or the performance of any of its obligations otherwise under this Agreement and shall fail within thirty (30) days after written notice from Owner to correct or diligently pursue correction of such defaults or non-compliance, Owner may, at its option, terminate this Agreement. In no case shall Owner be required to permit Licensee's efforts to correct such default(s) or non-compliance to extend more than sixty (60) days from such notice prior to termination.

ARTICLE XII

1. Licensee shall pay to Owner, upon execution of this Agreement, a license preparation and administration fee of One Thousand ($1,000.00) Dollars.

2. Licensee agrees to pay to Owner an annual rental equal to Twenty-five Dollars ($25.00) per pole per year. Rental shall be paid based upon the number of poles to which Licensee has attached to any portion of Owner's poles at the time of annual billing. Said rental shall be payable in advance, the first payment to be made upon the execution of this Agreement. Each ensuing annual payment is to be made on the same date each year thereafter.

3. Owner's pole rental charge shall also include an annual increase of four percent (4%) per year for as long as this agreement shall remain in force.

4. Should the development of a regulated rental rate by the Federal Communications Commission, the Pennsylvania Public Utility Commission or any other governing agency occur during the term of this agreement, Owner's rental rate, described in Paragraph Two (2) above, shall be compared to the governing agency's regulated rate and the higher of the two rates shall be the applicable rate for successive annual rental periods during the remaining term of this agreement.

ARTICLE XIII

If one party hereto is obligated hereunder to perform certain work at its own expense and it is mutually agreed between the parties hereto that it is desirable for the other party to do the said work, then the said other party shall promptly do the work at the sole expense of the party originally obligated to perform the same. Bills for the expense incurred shall be due and payable within thirty (30) days of receipt.

ARTICLE XIV

In the event of a pole replacement, Owner may at its option, transfer Licensee's facilities for a charge to Licensee of One Hundred Dollars ($100.00) per strand for performance of said transfer. If Owner opts to not perform such work, it shall notify Licensee and Licensee shall then be responsible to coordinate the transfer of its facilities with the Owner. If Licensee fails to do so and the absence of Licensee requires a return trip by Owner to remove the original pole, Licensee shall reimburse Owner for all costs associated with a return trip to the pole location, including premium wage rates, in order to remove the original pole or may, at Licensee's option, promptly perform such pole removal at its sole cost and expense. Owner shall not be liable for any loss or damage to Licensee's attachments or the system of which they may be a part, including the loss of, or interference with the service or use of said Attachments or system, by performance of any of the work in rearranging or transferring such Attachments.

ARTICLE XV

Licensee will not commit, nor will it suffer to be committed by others, any waste of Owner's property or the property of others permitted by Owner to use its poles, and Licensee covenants further that it will protect such property to the reasonable extent of its ability.

ARTICLE XVI

Any delay of Owner to give Licensee notice of its default in any provision of this Agreement shall not be deemed a waiver of such provision or Licensee's default in the performance of such provision.

ARTICLE XVII

Licensee shall not assign, transfer or sublet any of the rights hereby granted without first obtaining written consent from Owner which shall not be unreasonably withheld.

ARTICLE XVIII

1. This Agreement shall be construed under and in accordance with the laws of the Commonwealth of Pennsylvania.

2. If any one or more of the provisions contained in this Agreement shall for any reason be held to be invalid, illegal or unenforceable in any respect, such invalidity, illegality or unenforceability shall not affect any other provision hereof and this Agreement shall be construed as if such invalid, illegal or unenforceable provision had never been contained herein.

IN WITNESS WHEREOF, the parties hereto have caused this Agreement to be duly executed, in duplicate, the day and year first above written.

METROPOLITAN EDISON COMPANY and
PENNSYLVANIA ELECTRIC COMPANY,
collectively doing business as GPU ENERGY

Witness:

Heather McFadden

By Andrew M. Hunter

Title General Manager Development

Witness:

Dorothy G. Geary

Title Manager-Budget/Right of Way
Special Projects

BELL ATLANTIC - PENNSYLVANIA, INC.

By F. K. Kinner

Title Director-Facilities Management
Western and Central Pa

PUBLIC VERSION

"EXHIBIT A"

SCHEDULE OF EXISTING ATTACHMENTS MAINTAINED BY

BELL ATLANTIC - PENNSYLVANIA, INC.

ON POLES OF

GPU ENERGY - ______________ REGION, ________________ COUNTY

________________________ TOWNSHIP

Pole Number	Location

_____ Strand fiber optic cable, messenger cable and appurtenances

_____ Pair metallic/copper cable, messenger cable and appurtenances

Exhibit 15

TELECOMMUNICATION POLE AND ANCHOR ATTACHMENT LICENSE AGREEMENT

COMPANY: MCI COMMUNICATION SERVICES, INC.

DATE: October 1, 2009

PUBLIC VERSION

I N D E X

(Oct. 11, 2004)

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TELECOMMUNICATION POLE AND ANCHOR ATTACHMENT LICENSE AGREEMENT

THIS AGREEMENT, effective August 1, 2009, by and between the **POTOMAC EDISON COMPANY , MONOGAHELA POWER COMPANY & WEST PENN POWER COMPANY dba ALLEGHENY POWER**, (hereinafter referred to as "Owner") whose operations mailing address hereunder shall be 800 Cabin Hill Drive, Greensburg, PA 15601, and **MCI COMMUNICATIONS SERVICES, INC.** (hereinafter referred to as "Licensee") whose mailing address hereunder shall be 2400 North Glenville, Richardson, TX 75082

W I T N E S E T H:

WHEREAS, in connection with its business as an electric utility the Owner owns and uses poles and anchors upon various lands owned by it, or over which it has rights-of-way, to support wire lines and facilities for the sub-transmission and/or distribution of electricity;

WHEREAS, the Licensee desires to use, from time to time, certain of the Owner's said poles and anchors for the purpose of supporting cable facilities and other appurtenances and equipment of the Licensee necessary thereto for use in furnishing fiber-optic services of the Licensee; and

WHEREAS, the Owner is willing to permit to the extent that it may lawfully do so, the attachment to its said poles and anchors of such line and/or cable facilities and other appurtenances and equipment of the Licensee necessary in the providing fiber-optic services of the Licensee to others and upon the conditions hereinafter set forth;

NOW, THEREFORE, for mutual valuable consideration, it is hereby agreed as follows:

1. **Term**

   This Agreement shall become effective on the date set forth above and, if not terminated previously in accordance with the provisions hereof, shall continue in effect for a term of ten (10) years from date hereof and thereafter until terminated by either party as set out in Section 23.

2. **Operations Area**

   The Owner hereby grants to the Licensee during the term hereof the nonexclusive right to attach to the poles and anchors of the Owner in the municipalities and/or areas in which Owner provides its services upon compliance by the Licensee with the conditions hereof, cable and/or other cable facilities of the Licensee and appurtenances necessary thereto.

3. **Application**

Whenever the Licensee shall desire to attach to any pole and/or anchor of the Owner any lines and/or appurtenances necessary thereto, the Licensee shall so request of the Owner in writing, at its office Allegheny Power, Regulated Billing, 800 Cabin Hill Drive, Greensburg, PA 15601. Such request shall be in the form of Exhibit A, attached hereto as a part hereof, shall be accompanied by such drawings similar to detail pole attachment data sheet, Exhibit AD-1, location, type and size, and the Owner's identifying number, of each pole to which attachment is desired, the kinds and number of lines proposed to be attached thereon, amount of space to be occupied and the manner of attachment of each. Within ten (10) business days following receipt of any such request, or as soon thereafter as reasonably possible, the Owner shall notify the Licensee in writing as to whether such request shall be, in the Owner's sole discretion, granted or denied. Incomplete or inaccurate applications shall be returned to Applicant for correction and resubmission. No attachment to a pole or anchor of the Owner's shall be made by the Licensee without prior written approval of the Owner. All expenses incurred by the Owner in reviewing Licensee's request for an attachment shall be borne by the Licensee, via rate calculations, even if such attachment request is denied by Owner.

4. **Licensee's Responsibility**

No right of use, however granted, of the poles or payment of any fees or charges required under this Agreement will create or vest in the Licensee any ownership or property right in the poles. Nothing in this Agreement will be construed in any way as indicating that Owner has conveyed to Licensee any ownership or property right in the poles and anchors. Notwithstanding the attachment of the cable or other facilities to the poles and anchors, Licensee will continue to be the owner of such facilities, and Licensee shall repair, maintain and remove its cable facilities under the terms and conditions specified in this Agreement. Along with the first application filed with respect to each political jurisdiction in which the subject poles are located, Licensee shall submit as requested by Owner appropriate documentation demonstrating that Licensee possesses a permit, franchise, necessary rights-of-way or easements or other right to place its facilities within private property or the public rights-of-way within that jurisdiction. Such documentation shall demonstrate that the rights held by Licensee are appropriate for Licensee's intended use of the cable.

5. **Other Users.**

Nothing in this Agreement will be construed as affecting any rights previously conferred by Owner by agreement to others to make attachment to the poles and anchors (including but not limited to joint use or joint ownership agreements), and Owner (and in some cases such joint user or joint owner) will continue to have all rights which it now possesses to grant such rights, provided that Owner or such joint user or joint owner shall not grant to any third party contractual rights that would entitle such third party to force Licensee to remove or, without reimbursement of

costs incurred, to relocate Licensee's facilities after Licensee's facilities have been placed on the poles and anchors in compliance with this Agreement. Licensee acknowledges that other parties may file applications to attach cables to the poles and that Owner shall endeavor to process applications received from Licensee and others on a first come first served basis, provided that for engineering or efficiency considerations, Owner may handle applications out of turn. Licensee also acknowledges that Licensee may be forced to remove or relocate Licensee's facilities due to the action of a government entity exercising the power of eminent domain or due to Owner's loss of its right to use a joint use pole or loss of the property right pursuant to which the pole is maintained in its physical location; in such events, Owner shall not be responsible to Licensee for any of the costs or damages incurred by Licensee.

6. Permitted Use

Licensee will use the facilities attached to the poles and anchors solely for the purpose of a communications system, which may encompass cable television, internet services, telecommunications, data information services and all other forms of cable communications. If Licensee specifies in its application that it will use its facilities solely to provide cable television services, and if Licensee later uses any portion of its facilities for any other purpose, Licensee shall immediately notify Owner of the nature of such additional use and the date of commencement of such additional use. Upon commencement of such additional use of the facilities on all or any of the poles licensed hereunder, the rate used to calculate the license fee payable under this Agreement shall be increased to the highest rate applicable to any of the categories of use specified by Licensee as having been commenced by Licensee. The poles are and will continue to be used, operated, and maintained primarily for the purposes of Owner, and Licensee's use will be secondary, but Owner shall not disturb Licensee's facilities or use of the poles and anchors except to the extent authorized in this Agreement.

7. Attachment Space

(a) Poles and Anchors

Not more than twelve (12) inches of the length of any pole side shall be occupied by the attachment of each line thereto by the Licensee. In the event the Licensee desires to occupy more than twelve (12) inches of any pole side by attachment hereunder, specific written permission for such additional occupancy shall be first obtained from the Owner. Should Licensee occupy more than twelve (12) inches of space on any of Owner's poles, the Licensee hereby agrees to pay additional rent for the additional space occupied. The additional rental for the additional space shall be calculated as provided herein. Attachments to Owner's anchor rods shall be made directly to a vacant anchor eye position or with direct rod auxiliary eye attachment.

(b) Specifications

All attachments licensed hereunder shall be made, and all such attachments and all lines so attached shall be maintained, by the Licensee in conformity with the minimum clearance and other requirements of the National Electric Safety Code, the requirements, rules and regulations of the Owner and all laws and governmental regulations, in effect from time to time, and in such manner as not to interfere, in the opinion of the Owner, with the use, operation or maintenance of, or endanger, lines or other facilities attached to, or in the vicinity of, poles of the Owner. The expense of any change in or to other facilities, either new or existing facilities, in the opinion of the Owner necessary to accommodate attachments of the Licensee hereunder, shall be borne by the Licensee.

All attachments of Licensee will be placed within the space and at the location approved by the Owner. All attachments of Licensee will be placed within the communications space on the pole unless otherwise authorized by Owner, which authorization may be withheld at Owner's sole and absolute discretion.

(c) Owner Warranty

Owner does not warrant that poles or anchors covered hereunder are of any particular quality or strength or that such poles or anchors are suitable to support the Licensee's facilities, employees, agents or subcontractors. It is the Licensee's sole responsibility to insure that the requirements of the National Electrical Safety Code and all applicable laws and governmental regulations are met with respect to the attachments of the Licensee's facilities recognizing the Owner's and other licensee's (s') facilities currently on the pole or anchor.

(d) Licensee Breach of Contract

In the event the Licensee, in the opinion of the Owner, fails to make or maintain any such attachments, or fails to maintain any lines or facilities so attached, as required herein, and if within fifteen (15) days after receipt by the Licensee of written notice of such failure from the Owner the Licensee has not corrected the same to the satisfaction of the Owner, the Owner shall have the right, at the Licensee's expense, to make the necessary corrections or remove such lines and attachments thereof, from the Owner's poles, anchors and rights-of-way.

(e) Inspection of Licensee's facilities

From time to time the Owner, at its election and at the Licensee's expense, may inspect any facilities of the Licensee attached to poles and anchors of the Owner and the attachments thereof. Licensee shall be provided a fifteen (15) day written notice of such inspection and will be requested of accompany the Owner's inspector. Such reimbursement shall be actual expenses plus overheads and will not exceed in any year the total expense of one field inspection of the Licensee's entire line. The making of, or the failure to make, any such inspections by the Owner shall not operate to relieve the Licensee of any liability or obligation imposed upon the Licensee by this Agreement or otherwise.

8. Permit Revocation

In the event of a change in circumstance beyond its control, Owner reserves the right to revoke any permit for any attachment when it, in its sole judgment and discretion, determines that such attachment may interfere with its own service requirements, including considerations of economy, safety and when Licensee has failed to obtain necessary permits or rights of way to place its facilities within or access private property or public rights of way.

9. Owner Liability

Neither Owner nor any other user of the poles and anchors will be liable to Licensee for any loss of revenues or other consequential damages arising our of interruption of Licensee's communications system resulting from any damage to Licensee's cable or facilities arising in any manner whatsoever. With respect to any such interruptions, Licensee specifically waives any claim against Owner or any other user of the poles or anchors for consequential damages or loss of profits, irrespective and any fault failure, negligence or alleged negligence on the part of Owner or any other user of the pole and anchors. Licensee also waives any claim against Owner for the cost of repairing physical damage to Licensee's cable or facilities caused in whole or in part by the actions for Owner or its employees, contractors or agents or any other user of the poles and anchors, including negligent actions. Notwithstanding the foregoing, Licensee does not waive and right to pursue a claim for Owners' cost of repairing and damage to Licensee's cable or facilities caused by grossly negligent or intentionally wrongful acts of Owner or its employees, contractors or agents or any other user of the poles and anchors.

10. Transfer of Licensee's facilities by Owner

In the event of any emergency or non-emergency which, in the opinion of the Owner, affects or threatens to affect the operations of the Owner, the Owner shall have the right to perform such detachment, disconnection, relocation, transfer or removal, at the Licensee's payment of Owner's actual costs, with minimum charge of $50.00 per pole location, of lines or facilities of the Licensee attached to poles or anchors of the Owner as, in the opinion of the Owner, may be necessary to meet such emergency or non-emergency situation.

11. Owner's Right

The Owner reserves the right to alter, replace, relocate, remove or abandon, from time to time, any of its poles, anchors or facilities, in which event, upon thirty (30) days written request of the Owner, the Licensee shall, at its expense, alter, relocate or remove its facilities attached thereto or otherwise affected thereby as the Owner may direct.

12. Removal of Attachments by Licensee

Within ten (10) days following the end of each calendar month, the Licensee shall notify the Owner, in writing, of the removal of any attachments occurring during such month, in the form of Exhibit A, attached hereto as a part hereof.

13. Attachment

(a) Rates

For the rights herein granted, but not later than January 31 and July 31 of each calendar year, the Licensee shall pay semi-annual rental to the Owner for each pole and anchor upon which an attachment was made and authorized as of most recent December 31 and June 30, respectively, Said semi-annual rental rate shall be one-half (1/2) of the annual rate which is subject to adjustments and shall be effective within thirty (30) days advance written notice to Licensee. The current **2009** annual rental rate for each pole in **PA is $34.45**; **MP is $34.15**; **MD is $26.59; MP WV is $34.18; PE WV is $19.58** and each anchor is **$5.00.** For any occupancy by the Licensee of a pole of the Owner greater than twelve (12) inches there shall be an additional charge for each additional 12-inch occupancy or any part thereof at a rate equal to the initial 12-inch attachment rate provided for by this section. **(2010 annual rates are: $33.90-PA; $34.06-MPWV; $21.34-PEWV; $18.31-MD; $16.24-VA)**

(b) Rental Adjustments

Owner has the right to adjust pole and anchor rental rates at any time in accordance with the maximum lawful rate permitted by the Communications Act of 1934, as amended, the rules and/or regulations of the FCC or any other law or rules and regulations of a governing body having jurisdiction over pole or anchor attachment rates, as the same may provide from time to time. Notification of such rental adjustment will be mailed to the Licensee at least sixty (60) days prior to implementation of such revised rental rates.

(c) Invoice Payments

The rental rate and any other charges provided for by this Agreement, shall be due and payable twenty (20) days following the mailing of an invoice by the Owner to the Licensee. Should, however, the rental or any part thereof or other charge as invoiced not be paid within the twenty (20) day period and remain unpaid for an additional ten (10) day period, the Owner shall be entitled to and the Licensee shall be liable for a finance charge of 1 ½% per month on any unpaid balance until paid.

14. Make Ready Work

Licensee shall submit with each application a survey of the subject poles and anchors indicating the make-ready work ("Make Ready Work") that Licensee believes must be completed to cause the poles to be ready to accept the installation of Licensee's facilities in compliance with this Agreement. Owner shall review the survey, prepare

a final list of the Make Ready Work needed, and deliver same to Licensee along with an estimated statement of the charges that Licensee will be required to pay Owner for Owner's performance of the Make Ready Work. Licensee may accept that proposal by giving Owner written notice authorizing the performance of the Make Ready Work and delivering along with such notice payment of the stated charges. Owner shall invoice Licensee for the actual cost balance of the stated charges, and the cost of any changes agreed upon during the course of the work, upon completion of the Make Ready Work, and Licensee shall pay such invoice within thirty (30) days. If the Make Ready Work involves the moving, alteration or protection of facilities of third parties already installed on the poles, Licensee shall bear the cost of such work, including all costs incurred by such third parties.

15. Attachment Identification Tags

Following Owner's grant of Licensee's application for attachment and Owner's completion of the Make Ready Work, Licensee may attach its facilities in compliance with the plans, specifications and methods and procedures contained in or produced pursuant to this Agreement. Licensee shall coordinate the scheduling of all such installation work with Owner. Licensee shall perform such work using only personnel who have received training at least equivalent to that received by Owner's personnel who perform equivalent work. Licensee shall obtain Owner's approval, not be unreasonably withheld, of all contractors and subcontractors that will be used by Licensee to perform any such work, and the personnel of such contractors and subcontractors must have received training at least equivalent to that received by Owner's personnel who perform equivalent work. Licensee shall take all appropriate precautions to protect all persons and property in proximity to the work against injury or damage occurring by reason of the performance of the work or by reason of the presence of Licensee's facilities on the poles. Licensee shall at Licensee's expense cause all of Licensee's facilities to be tagged in the field with weather resistant identification tags having specifications approved by Owner, such approval not to be unreasonably withheld. Cable and anchor guy wire at each pole location shall be contained within identifiable wire sleeves. If Licensee fails to so identify Licensee's facilities, and such failure continues for more than thirty (30) days after notice, Owner may install such identification tags and sleeves at the expense of Licensee, and Licensee shall reimburse Owner for such cost incurred within thirty (30) days after receipt of an invoice.

16. Abandonment of Poles

Owner may elect to abandon or to remove the poles at any time, provided that, except in the event of a casualty, Owner shall give Licensee at least sixty (60) days notice of any such abandonment or removal. Licensee can purchase pole and/or anchor via "Bill of Sale" Agreement provided by Owner.

17. No Alterations by Licensee

Licensee shall not, at any time, make any changes in the location of the attachments on the poles or to other Licensee facilities within Owner's right-of-way area without Owner's written consent, except in cases of emergency, in which case oral permission must first be obtained and confirmed in writing by Licensee within five (5) days.

18. Unauthorized Attachments

In the event that Licensee facilities are attached to any pole or anchor for which an application has not been submitted and approved as described above in Paragraph 3, each such attachment shall be referred to herein as an "Unauthorized Attachment". Owner may give notice to Licensee, identifying any Unauthorized Attachments identified by Owner. Licensee shall within sixty (60) days thereafter either remove such Unauthorized Attachments in compliance with the relevant attachment removal provisions of this Agreement or shall submit to Owner an application pursuant to Paragraph 3 seeking permission to maintain such Unauthorized Attachment as an authorized attachment in compliance with this Agreement. Such application shall include a survey of Make Ready Work or other corrective actions required to render such attachments in compliance with all standards and specifications applicable this Agreement. Regardless of whether Licensee removes or makes legitimate an Unauthorized Attachment, Licensee shall pay to Owner an Unauthorized Attachment Fee for the period of unauthorized attachment that shall be calculated as the sum of (a) Fifty Dollars ($50) plus (b) back rental amount for five (5) years, to date of last inspection or to pole installation date, whichever is later, or Licensee reasonably proves with appropriate documentation that the Unauthorized Attachment commenced at a later date. Such fee shall be paid by Licensee within thirty (30) days after invoice. Owner and Licensee agree that Owner will be damaged by the presence of Unauthorized Attachments, some of which may jeopardize the physical integrity of Owner's poles and anchor and render it more difficult and more expensive for Owner to perform its primary function of providing electrical service. Because it would be difficult and time consuming to calculate precisely the amount of Owner's damages, the parties have agreed that the foregoing Unauthorized Attachment Fee represents a reasonable estimate of Owner's damages and such amount shall be paid as liquidated damages.

19. Indemnity by Licensee

The Licensee shall save harmless and indemnify, and if requested, defend, the Owner from and against all cost, awards, losses, damages, settlements, injuries and deaths (including attorneys' fees) occurring to any person or property, including any employee and property of the Owner and any contractor and subcontractor, and from and against all claims therefore, resulting in whole or in part from any attachment hereunder, or from the maintenance, repair, presence, use, operation, alteration,

replacement, relocation or removal thereof, or of any lines so attached, or from any act or omission of the Licensee, its employees, contractors, agents or representatives in connection therewith.

20. Insurance

Prior to making any attachment hereunder and for the term of this Agreement, the Licensee (and all its subcontractors) shall, at their expense, procure, and thereafter keep in effect the following insurance for the protection of themselves and Owner Form and against any and all liability suits, workers' Compensation claims, demands, judgments, costs, and expenses of any nature, which may arise or result directly or indirectly from any attachment of its facilities on Owner's poles.

(1) Workers' Compensation sufficient to comply fully with the requirements and coverage specified by laws of jurisdiction in which the Licensee's pole attachments are located.
(2) Commercial General Liability Insurance providing limits of not less than $3,000,000 combined single limit per occurrence for bodily injury and death and for property damage and including coverage for contractual Liability and Products-Completed Operations
(3) Comprehensive Auto Liability (including owned, non-owned, and hired vehicles) providing limits of not less than $1,000,000 combined single limit per occurrence.
(4) Such other specific insurances as determined by Owner to be appropriate for this Agreement.

Licensee shall have owner added as an additional insured on the policies of insurance and Furnish Owner, Attention: Event Risk Management, 800 Cabin Hill Drive, Greensburg, Pa. 15601 with certificates of insurance companies showing such insurance to be in effect and the expiration dates and agreeing to give thirty (30) days notice to Owner in advance of any material change in or cancellation of such insurances.

Licensee shall cause its contractors and subcontractors to maintain the insurance listed above at all times during performance of work associated with this License and is solely responsible for maintaining proof of such insurance coverage

21. Bond Requi ment

PUBLIC VERSION

Prior to making any attachment hereunder the Licensee shall provide, and shall thereafter keep in effect during the continuation of any such attachments, a financial security, acceptable to the Owner, in the principal amount of $50,000 to guarantee payment to the Owner of sums due it hereunder for rentals, inspections, work performed for the benefit of the Licensee, removal of attachments upon termination hereof, or any other proper charge, and said bond shall provide for the giving of not less than thirty (30) days' written notice to the Owner in advance of any change in, or cancellation of, such bond. The financial security shall be in the form of a bond, irrevocable Letter of Credit, or other security as deemed acceptable by Verizon, such instrument shall be issued by a surety company or bank satisfactory to Verizon and shall guarantee the payment of any sums that may become due to Verizon. The security must be in full force and in effect for the term of the contract. If the security is non-renewed or cancelled, alternate security must be in place prior to the expiration date of the prior security.

22. Notices

All notices under this agreement shall be in writing and sent by certified mail, return receipt requested, or by commercial overnight delivery service, to the addresses set forth below or to such other address subsequently established by notice:

To Owner: Allegheny Power
Attn: Real Estate Dept.
800 Cabin Hill Drive
Greensburg, PA 15601
To Licensee: MCI Communications Services, Inc.
2400 North Glenville Dr.
Richardson, TX 75082

23. Termination

Except as herein otherwise provided, this agreement may be terminated by either party at the end of the tenth (10) calendar year following the year in which this agreement becomes effective, or at the end of any month thereafter, by the giving of written notice to the other party to such effect not less than one year prior to such termination.

24. Default of Performance

In the event the Licensee shall default in the performance of any of its obligations hereunder, and shall fail to remedy such default within thirty (30) days after notice thereof from the Owner, in addition to any other actions authorized herein the Owner may, (a) upon ten (10) days' prior written notice, require immediate removal of any attachments, lines and appurtenance of the Licensee involved in such default or (b) upon sixty (60) days' prior written notice terminate said agreement. Termination shall not eliminate a party of liabilities or obligations that accrued prior to the termination.

VZ00528

25 Removal

All attachments, lines and appurtenances of the Licensee shall be removed by not later than the effective date of any termination hereof. In the event the Licensee fails to remove its attachments, lines and appurtenances as required herein, the Owner may remove the same from its poles, anchors and rights-of-way at the expense of the Licensee.

26. Prior Agreements

This agreement constitutes the entire agreement between the parties, superseding all prior communications and agreements, whether written or oral, and it may not be modified or amended, nor may any obligation of either party be changed or modified, except in writing signed by the duly authorized officers or agents of the party against which enforcement of modifications is sought. .

27. Assignment

The Licensee shall not assign this Agreement or any part thereof, without the prior written consent of the Owner, such consent not to be unreasonably withheld.

28. Partial Invalidity.

If any portion of this agreement is declared invalid or unenforceable by a court of competent jurisdiction, the balance of the agreement shall remain in full force and effect and the stricken provision shall be replaced by a similar provision drafted to be as close as possible the stricken provision yet remain legally valid and enforceable.

29. Pole Loading Calculations

Licensee is responsible for determining if, in accordance with requirements of the National Electric Safety Code, the existing Owner's facilities will support the additional loading imposed by the Licensee's attachment.

Licensee is responsible for any and all costs incurred to improve existing Owner's facilities to provide the minimum clearances and/or support the additional loading imposed by the Licensee's attachment.

IN WITNESS WHEREOF, Licensor and Licensee have caused this Agreement to be executed by their duly authorized representatives as of the Effective Date.

OWNER

Monongahela Power & Potomac Edison, dba, Allegheny Power

By Karen S Lind

Title: Manager, Lines Dist. Maintenance

Date 11-13-04

LICENSEE:

MCI COMMUNICATIONS SERVICES, INC.

By Lisa E Kahn

Title: Manager, Network Contract Services

Date 11.09.09

Exhibit SCM-4
Redacted Public Version

Exhibit 16

08/21/2019

Cust / Acct Number 800307395 / 120003560972

PUBLIC VERSION

Invoice No. 90627752

Bill for:
ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

Total due by 10/05/2019

To avoid a possible Late Payment Charge being added to your bill,please pay by the due date.

General Description

Item	Description	Qty	Total
1	Pole Attach Telephone Attention: Ms. Debbie Delia Annual Billing for Pole attachments for Agreement dated 3/17/1972 and Memorandum of Understanding dated August 2009. CIN 11008 Invoice Period: January 1, 2018 through December 31, 2018 Total poles: 12,991 Met-Ed Poles: 10,897 Verizon Poles: 2,094 Telco Share per contract: 5,846 Deficiency: 3,752	3,752.000	[redacted]

General Information

(Description Continued - Next Page)

Written correspondence may be mailed to:
Business Services
Met-Ed
PO Box 16001 2800 Pottsville Pike
Reading PA 19612

Questions regarding this invoice may be directed to Accounts Receivable:

1-610-921-6927

Return this part with a check or money order payable to:
MET-ED
Write name, phone, or address changes on back and check here. ☐

Invoice No.	Customer PO No.	Your Check Number/Date	Contract No.
90627752			120003560972

Amount Paid	
Please Pay	[redacted]
Due By	10/05/2019

MET-ED
PO BOX 3612
AKRON OH 44309-3612

ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

0212000356097200000000906277520000288303680288303681

PUBLIC VERSION

Bill for:	Date/Doc. no.	Page
ATTN DEBBIE BARUM VERIZON INC 1026 HAY ST PITTSBURGH PA 15221	08/21/2019 / 90627752	2 of 2

General Description (Continued)

Comp Rate

Net Amount Due:

Any questions regarding this invoice please contact Joint Use Admin at (610) 921-6698.

Subtotal

Total Amount Due

08/21/2019

Cust / Acct Number 800307395 / 120003560972

PUBLIC VERSION

Invoice No. 90627753

Bill for:
ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

Total due by 10/05/2019

To avoid a possible Late Payment Charge being added to your bill,please pay by the due date.

General Description

Item	Description	Qty	Total
1	Pole Attach Telephone Attention: Ms. Debbie Delia Annual billing for Pole Attachments for Agreement dated 5/22/1967 and the Memorandum of Understanding dated August 2009. CIN 11011 Invoice Period: January 1, 2018 through December 31, 2018 Total Poles: 64,836 Met-Ed Poles: 51,864 Verizon Poles: 12,972 Telco share per contract: 29,176 Deficiency: 16,204	16,204.000	

General Information

(Description Continued - Next Page)

Written correspondence may be mailed to:
Business Services
Met-Ed
PO Box 16001 2800 Pottsville Pike
Reading PA 19612

Questions regarding this invoice may be directed to Accounts Receivable:

1-610-921-6927

Return this part with a check or money order payable to:
MET-ED
Write name, phone, or address changes on back and check here.

Invoice No.	Customer PO No.	Your Check Number/Date	Contract No.
90627753			120003560972

Amount Paid	
Please Pay	
Due By	10/05/2019

MET-ED
PO BOX 3612
AKRON OH 44309-3612

ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

02120003560972000000000906277538001245115361245115364

Bill for:
ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

Date/Doc. no.
08/21/2019 / 90627753

General Description (Continued)
Comp Rate [redacted]
Net Amount Due [redacted]
Any questions regarding this invoice please contact Joint Use Admin at (610) 921-6698.

Subtotal	[redacted]
Total Amount Due	[redacted]

08/21/2019

Cust / Acct Number 800143281 / 120001612221

PUBLIC VERSION

Invoice No. 90627748

Bill for:
ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

Total due by 09/20/2019

To avoid a possible Late Payment Charge being added to your bill,please pay by the due date.

General Description

Item	Description	Qty	Total
1	Pole Attach Telephone Attention: Ms. Debbie Delia Annual billing for pole attachments for Agreement Dated 9/28/1973 and the Memorandum of Understanding dated August 2009. CIN 11001 Invoice Period: Janaury 1, 2018 through December 31, 2018 Total Poles: 31,582 Met-Ed Poles: 26,834 Verizon Poles: 4,748 Telco Share per contract: 14,212 Deficiency: 9,464 Comp Rate:	9,464.000	

General Information

(Description Continued - Next Page)

Written correspondence may be mailed to:
Business Services
Met-Ed
PO Box 16001 2800 Pottsville Pike
Reading PA 19612

Questions regarding this invoice may be directed to Accounts Receivable:

1-610-921-6927

Return this part with a check or money order payable to:
MET-ED
Write name, phone, or address changes on back and check here.

Invoice No.	Customer PO No.	Your Check Number/Date	Contract No.
90627748			120001612221

Amount Paid	
Please Pay	
Due By	09/20/2019

MET-ED
PO BOX 3612
AKRON OH 44309-3612

ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

021200016122210000000090627748800072721376072721376O

PUBLIC VERSION

Bill for:
ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

Date/Doc. no.
08/21/2019 / 90627748

General Description (Continued)
Net Amount due: [redacted]
Any questions regarding this invoice please contact Joint Use Admin at (610) 921-6698.

Subtotal	[redacted]
Total Amount Due	[redacted]

08/21/2019

Cust / Acct Number 800042287 / 120000459608

PUBLIC VERSION

Invoice No. 90627750

Bill for:
ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

Total due by 10/05/2019

To avoid a possible Late Payment Charge being added to your bill,please pay by the due date.

General Description

Item	Description	Qty	Total
1	Pole Attach Telephone Attention: Ms. Theresa Baker Annual billing for Pole Attachments for the Agreement dated 9/28/1973 and the Memorandum of Understanding dated August 2009. CIN 11002 Invoice Period: January 1, 2018 through December 31, 2018 Total Poles: 49,155 Met-Ed Poles: 39,050 Verizon Poles: 10,105 Telco Share per contract: 22,120 Deficiency: 12,015 Comp Rate:	12,015.000	

General Information

(Description Continued - Next Page)

Written correspondence may be mailed to:
Business Services
Met-Ed
PO Box 16001 2800 Pottsville Pike
Reading PA 19612

Questions regarding this invoice may be directed to Accounts Receivable:

1-610-921-6927

Return this part with a check or money order payable to:
MET-ED
Write name, phone, or address changes on back and check here.

Invoice No.	Customer PO No.	Your Check Number/Date	Contract No.
90627750			120000459608

Amount Paid	
Please Pay	
Due By	10/05/2019

MET-ED
PO BOX 3612
AKRON OH 44309-3612

ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

021200004596080000000009062775040009232326009232326 00

VZ00538

PUBLIC VERSION

Bill for:	Date/Doc. no.	Page
ATTN DEBBIE BARUM VERIZON INC 1026 HAY ST PITTSBURGH PA 15221	08/21/2019 / 90627750	2 of 2

General Description (Continued)

Net Amount Due [redacted]

Any questions regarding this invoice please contact Joint Use Admin at (610) 921-6698.

Subtotal

Total Amount Due

08/21/2019

Cust / Acct Number 800307395 / 120003560972

PUBLIC VERSION

Invoice No. 90627751

Bill for:
ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

Total due by 10/05/2019

To avoid a possible Late Payment Charge being added to your bill,please pay by the due date.

General Description

Item	Description	Qty	Total
1	Pole Attach Telephone Attention: Ms. Debbie Delia Annual billing for Pole Attachments for Agreement dated 3/17/1972 and Memorandum of Understanding dated August 2009. CIN 11007 Invoice Period: January 1, 2018 through December 31, 2018 Total Poles: 884 Met-Ed Poles: 776 Verizon Poles: 108 Telcom share per contract: 398 Deficiency: 290	290.000	[redacted]

General Information

(Description Continued - Next Page)

Written correspondence may be mailed to:
Business Services
Met-Ed
PO Box 16001 2800 Pottsville Pike
Reading PA 19612

Questions regarding this invoice may be directed to Accounts Receivable:

1-610-921-6927

Return this part with a check or money order payable to:
MET-ED
Write name, phone, or address changes on back and check here. ☐

Invoice No.	Customer PO No.	Your Check Number/Date	Contract No.
90627751			120003560972

Amount Paid	
Please Pay	[redacted]
Due By	10/05/2019

MET-ED
PO BOX 3612
AKRON OH 44309-3612

ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

0212000356097200000000906277512000022283600022283605

PUBLIC VERSION

Bill for:
ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

Date/Doc. no.
08/21/2019 / 90627751

General Description (Continued)	
Comp Rate: [redacted]	
Net Amount Due: [redacted]	
Any QUESTIONS regarding this invoice please contact Kristen Conrad (610) 921-6181.	
Subtotal	[redacted]
Total Amount Due	[redacted]

09/13/2019

Cust / Acct Number 800088309 / 120000986634

PUBLIC VERSION

Invoice No. 90630844

Bill for:
ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

Total due by 11/12/2019

To avoid a possible Late Payment Charge being added to your bill,please pay by the due date.

General Description

Item	Description	Qty	Total
1	Pole Attach Telephone	1,168.000	
2	FEC Pole Attachment	411.000	
	Joint Use-Annual Rent Billing.		
	Invoice Period 1/1/18 through 12/31/18		
	CIN #21025		
	Telco ATT to Penelec: 1168		
	Telco Comp:		
	Penelec att to Telco: 411		
	Penelec Comp:		

Subtotal
Total Amount Due

General Information

Written correspondence may be mailed to:
Business Services
Penelec
5404 Evans Road
Erie PA 16509

Questions regarding this invoice may be directed to Accounts Receivable:

1-814-868-8753

Penelec
A FirstEnergy Company

Return this part with a check or money order payable to:
PENELEC
Write name, phone, or address changes on back and check here. ☐

Invoice No.	Customer PO No.	Your Check Number/Date	Contract No.
90630844			120000986634

Amount Paid	
Please Pay	
Due By	11/12/2019

PENELEC
PO BOX 3612
AKRON OH 44309-3612

ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

01120000986634000000000906308440000022811950022811957

VZ00542

09/13/2019

Cust / Acct Number 800088336 / 120000986659

PUBLIC VERSION

Invoice No. 90630842

Bill for:
ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

Total due by 11/12/2019

To avoid a possible Late Payment Charge being added to your bill,please pay by the due date.

General Description

Item	Description	Qty	Total
1	Pole Attach Telephone Joint Use - Annual Billing Invoice Period: 01/01/18 to 12/31/18 CIN#21010 Telco Att to Penelec: 50064 Telco Comp [redacted] Penelec Att to Telco: 24056 Penelec Comp [redacted] o Bob Chumrik 814-949-4738	50,064.000	[redacted]
2	FEC Pole Attachment	24,056.000	[redacted]
		Subtotal	[redacted]
		Total Amount Due	

General Information

Written correspondence may be mailed to:
Business Services
Penelec
5404 Evans Road
Erie PA 16509

Questions regarding this invoice may be directed to Accounts Receivable:

1-814-868-8753

Penelec
A FirstEnergy Company

Return this part with a check or money order payable to:
PENELEC
Write name, phone, or address changes on back and check here. ☐

Invoice No.	Customer PO No.	Your Check Number/Date	Contract No.
90630842			120000986659

Amount Paid	
Please Pay	[redacted]
Due By	11/12/2019

PENELEC
PO BOX 3612
AKRON OH 44309-3612

ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

0112000098665900000000090630842400087276392087276392 1

VZ00543

09/13/2019

Cust / Acct Number 800088305 / 120001940093

PUBLIC VERSION

Invoice No. 90630830

Bill for:
ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

Total due by 10/13/2019

To avoid a possible Late Payment Charge being added to your bill,please pay by the due date.

General Description

Item	Description	Qty	Total
1	Pole Attach Telephone Joint Use-Annual Rent Billing. Invoice Period 1/1/18 through 12/31/18 CIN #21005 Telco ATT to Penelec: 960 Telco Comp: [redacted] Penelec att to Telco: 383 Penelec Comp: [redacted]	960.000	[redacted]
2	FEC Pole Attachment	383.000	[redacted]
		Subtotal	[redacted]
		Total Amount Due	[redacted]

General Information

Written correspondence may be mailed to:
Business Services
Penelec
5404 Evans Road
Erie PA 16509

Questions regarding this invoice may be directed to Accounts Receivable:

1-814-868-8753

Penelec
A FirstEnergy Company

Return this part with a check or money order payable to:
PENELEC
Write name, phone, or address changes on back and check here.

Invoice No.	Customer PO No.	Your Check Number/Date	Contract No.
90630830			120001940093

Amount Paid	

Please Pay	[redacted]
Due By	10/13/2019

PENELEC
PO BOX 3612
AKRON OH 44309-3612

ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

0212000194009300000000906308309000018012470018012479

09/13/2019

Cust / Acct Number 800039647 / 120000428967

PUBLIC VERSION

Invoice No. 90630824

Bill for:
ATTN DEBBIE BARUM VERIZON OF PENNSY
DEBBIE BARUM
1026 HAY ST
PITTSBURGH PA 15221

Total due by 10/13/2019

To avoid a possible Late Payment Charge being added to your bill,please pay by the due date.

General Description

Item	Description	Qty	Total
1	Pole Attach Telephone	90,039.000	
2	FEC Pole Attachment	43,617.000	
	Joint Use-Annual Rent Billing		
	Invoice Period 4/1/18 through 3/31/19		
	CIN #21001		
	Telco ATT to Penelec: 90039		
	Telco Comp:		
	Penelec att to Telco: 43617		
	Penelec Comp:		
	Direct invoice inquiries to Bob Chumrik 814-949-4738		

Subtotal
Total Amount Due

General Information

Written correspondence may be mailed to:
Business Services
Penelec
5404 Evans Road
Erie PA 16509

Questions regarding this invoice may be directed to Accounts Receivable:

1-814-868-8753

Penelec
A FirstEnergy Company

Return this part with a check or money order payable to:
PENELEC
Write name, phone, or address changes on back and check here.

Invoice No.	Customer PO No.	Your Check Number/Date	Contract No.
90630824			120000428967

Amount Paid	
Please Pay	
Due By	10/13/2019

PENELEC
PO BOX 3612
AKRON OH 44309-3612

ATTN DEBBIE BARUM VERIZON OF PENNSY
DEBBIE BARUM
1026 HAY ST
PITTSBURGH PA 15221

0112000042896700000000906308242001499475091499475095

09/16/2019

Cust / Acct Number 800088336 / 120000986659

PUBLIC VERSION

Bill for:
ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

Invoice No. 90631049

Total due by 11/15/2019

To avoid a possible Late Payment Charge being added to your bill,please pay by the due date.

General Description

Item	Description	Qty	Total
1	Pole Attach Telephone	4,628.000	
2	FEC Pole Attachment	4,933.000	
	Joint Use-Annual Rent Billing.		
	Invoice Period 1/1/18 through 12/31/18		
	CIN #21011		
	Telco ATT to Penelec:4628		
	Telco Comp:		
	Penelec att to Telco: 4933		
	Penelec Comp:		
		Subtotal	
		Total Amount Due	

General Information

Written correspondence may be mailed to:
Business Services
Penelec
5404 Evans Road
Erie PA 16509

Questions regarding this invoice may be directed to Accounts Receivable:

1-814-868-8753

Penelec
A FirstEnergy Company

Return this part with a check or money order payable to:
PENELEC
Write name, phone, or address changes on back and check here.

Invoice No.	Customer PO No.	Your Check Number/Date	Contract No.
90631049			120000986659

Amount Paid	
Please Pay	
Due By	11/15/2019

PENELEC
PO BOX 3612
AKRON OH 44309-3612

ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

01120000986659000000000906310495000036492330036492332

02/07/2018

Cust / Acct Number 800048912 / 120000535134

PUBLIC VERSION

Bill for:
ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

Invoice No. 90559542

1224/653

Total due by 03/09/2018

To avoid a possible Late Payment Charge being added to your bill,please pay by the due date.

General Description

Item	Description	Qty	Total
1	Pole Attach Telephone This is for rental attachments on 25,574 PPCo poles for the period of Jan 1, 2018 - Dec 31, 2018 in accordance with the Joint Pole Agreement dated Jan 1, 1979. Any questions call Shelly Maher @ 330-740-7717.	25,574.000	[redacted]
		Subtotal	[redacted]
		Total Amount Due	[redacted]

General Information

Written correspondence may be mailed to:
Attn: Bldg 1
Penn Power
1910 W Market St
Akron OH 44313

Questions regarding this invoice may be directed to Accounts Receivable:

1-724-838-6688

PennPower
A FirstEnergy Company

Return this part with a check or money order payable to:
PENNSYLVANIA POWER COMPANY
Write name, phone, or address changes on back and check here. ☐

Invoice No.	Customer PO No.	Your Check Number/Date	Contract No.
90559542			120000535134

Amount Paid	
Please Pay	[redacted]
Due By	03/09/2018

PENNSYLVANIA POWER COMPANY
PO BOX 3612
AKRON OH 44309-3612

ATTN DEBBIE BARUM VERIZON INC
1026 HAY ST
PITTSBURGH PA 15221

061200005351340000000009055954270006800126606800126б9

VZ00547

PUBLIC VERSION

Billing Date: 03/25/19

Bill Number: P30S500000319

Questions? Call: 888-222-6082
OR
SHELLY MAHER at
330-740-7717

Description

BILLING TO WPP 01--01-2018-12/31/2018 7,416 ATTACHMENTS @ [REDACTED] SHARON , NEW CASTLE DISTRICT

Charge Description	Amount
01/01/2018----12/31/2018	[REDACTED]

Total Amount Due By 04/24/19 [REDACTED]

A late payment charge may apply.

Please write the bill number on your check. Mail bottom stub with your payment to address below.
In the event your check for payment of your Verizon Communications Bill is returned by your bank for insufficient or uncollected funds, Verizon may resubmit your check electronically to your bank for payment from your checking account.

Special Projects Billing

Bill Number P30S500000319

Total Amount Due [REDACTED]

Please pay By 04/24/19

☐☐☐,☐☐☐.☐☐

PENNSYLVANIA POWER/OHIO EDISON COM
LAURA CHAPMAN
BLDG 1
1910 W MARKET ST
AKRON OH 44313-6912

Verizon
P.O. BOX 4861
Trenton, NJ 08650-4861

513P30S500000319P0L90325201990000000002509574461

VZ00548

Exhibit SCM-5

Redacted Public Version

Exhibit 17

William J. Balcerski
Assistant General Counsel

VC54N070A
One Verizon Way
Basking Ridge, NJ 07920-1025

Phone 908 559-5560
Fax 908-766-8264
william.j.balcerski@verizon.com

April 30, 2012

Michael G. Wolfe, Esq.
FirstEnergy Corp. - Metropolitan Edison
2800 Pottsville Pike Box 16001
Reading, Pa. 19612

RE: Verizon Request to Purchase FirstEnergy-Metropolitan Edison Joint Use Poles

Dear Mr. Wolfe:

For over two years, Verizon has sought to purchase Met-Ed joint use poles in accordance with the terms of our companies' Joint Use Agreements. These agreements are as follows:

1. Met-Ed and Bell Telephone (now Verizon Pennsylvania) executed on September 28, 1973; amended on June 1, 2009

2. Met-Ed and Continental Telephone (now Verizon North) executed on March 17, 1972; amended on December 10, 1974 and June 1, 2009

3. Met-Ed and Quaker State Telephone (Verizon North) executed on January 8, 1971; amended on December 10, 1974 and June 1, 2009

4. Met-Ed and Bethel and Mt. Aetna Telephone (Verizon North) executed on January 1, 1968; amended on May 20, 1974 and June 1, 2009

5. Met-Ed and York Telephone (Verizon North) executed on May 22, 1967; amended January 1, 1974 and June 1, 2009.

There are provisions in each of these agreements that specify that the "ratio of ownership of the total number of joint use poles shall be considered balanced when the ratio of pole ownership attained is 55% - Met-Ed and 45% - Telephone." If that ratio is not maintained, the party that owns less than the requisite number of poles must make a deficiency payment to the other party. Currently, Verizon Pennsylvania owns only 18% of the Joint Use poles and Verizon North only owns 19%. As a result, in accordance with the terms of the contract, Verizon has been forced to make deficiency payments to Met-Ed. In 2011, the payments totaled [REDACTED] Verizon would not have to make these payments if Met-Ed sold poles to Verizon as required by the terms of the Joint Use Agreement.

All of the joint use agreements have a provision that grants each party the right to purchase poles from the other party in an attempt to balance joint ownership at the 55/45 ratio. Despite our repeated demands, Met-Ed has refused to sell Verizon any poles without good cause. Verizon is seeking to purchase a total of 41,633 joint use poles, spread out among the five following joint use agreements as follows:

District	ST	COMPANY NAME	Total JU Poles	Met-Ed Poles	VZ Poles	Telco Share per contract	2012 # of Poles Def. to Purchase
EPA	PA	GPU METED - Eastern - 11002 (deficiency)	49,164	39,067	10,097	22,123	12,026
WPA - fBA	PA	GPU METED - Central - 11001 (deficiency)	31,566	26,819	4,747	14,204	9,457
WPA -fGTE	PA	GPU METED - Quaker - 11008 (deficiency)	12,989	10,897	2,092	5,845	3,759
WPA -fGTE	PA	GPU METED - Contel - 11007 (deficiency)	885	779	106	398	292
WPA -fGTE	PA	GPU METED - Verizon North - 11011(deficiency)	64,544	51,599	12,945	29,044	16,099
			159,148	129,161	29,987	71,614	41,633

Verizon has offered to facilitate the purchase of the joint use poles by using the same Pole Sale Process that has been used in the past for purchasing joint use poles. To date, Met-Ed has refused to sell Verizon these poles.

While Verizon would prefer to purchase the poles to achieve the 55/45 ratio set forth in the Joint Use Agreements, Verizon is also willing to entertain renegotiation of the rental fee associated with the deficiency payments set forth in the Agreements. The current rental fees were established in a Memorandum of Understanding (MOU) that was negotiated and executed on June 1, 2009. However, we believe that the rate that Verizon currently pays [REDACTED] per pole) is not just and reasonable and far in excess of the rate that Met-Ed may charge under the rules established by the FCC in its April 7, 2011 Order.

At this time, Verizon cannot determine whether the rates, terms and conditions of our Joint Use Agreements are comparable to the rates, terms and conditions offered to our competitors. To facilitate that analysis, we request that Met-Ed provide us with copies of the agreements that are offered to telecommunications carriers and cable operators that operate in the same territories as Verizon. I would point out that the FCC in its Order indicated that it expects that electric utilities will provide copies of these agreements to incumbent LECs to facilitate discussions between the parties. Without this information, Verizon cannot determine what is the appropriate rate that it should pay for attachments to Met-Ed poles but we believe that it is certainly far less than the rate that we are currently paying and most likely would be somewhere in the range of $5.30 to $12.10 per pole.

Please let me know if Met-Ed is willing to either: (1) sell Verizon the poles discussed above pursuant to the provisions of the joint use agreements or, (2) in the alternative, reduce the rental fees. If Verizon and Met-Ed cannot reach an amicable solution, Verizon reserves the right to file a complaint with the FCC and take such other action as may be appropriate, including reducing the deficiency payments. We hope that this will not be necessary.

Please feel free to contact me if you have any questions. Norm Parrish of Verizon has been working with Met-Ed representatives on this issue and is ready to work with them to resolve this matter quickly and fairly.

Very truly yours,

WJB/vjw

Exhibit 18

From: Parrish, Norman L
Sent: Friday, August 17, 2012 3:03 PM
To: sschafer@firstenergycorp.com
Cc: Slavin, James <james.slavin@one.verizon.com>; Bachmore, John J <john.j.bachmore@one.verizon.com>; Snyder, Joseph A <joseph.a.snyder@one.verizon.com>; Dennin JR, R C (Ray) <r.c.dennin.jr@one.verizon.com>; Balcerski, William J <william.j.balcerski@one.verizon.com>
Subject: FW: Verizon/Met-Ed Joint Use

Steve,

Your legal counsel has recommend that the business leaders get together to discuss Verizon's request as outline in the attached letter. Verizon is willing to participate in a meeting to discuss Verizon's request, but I'm confused by First Energy demand for Verizon to "set and maintain more poles than is current practice" in order to entertain Verizon's request to purchase joint use poles. Such a demand to arbitrarily set more poles is not a requirement in our joint use agreement, and Verizon already maintains its poles and will continue to do so.

Before we meet, I wanted to clarify Verizon's position so that there is no ambiguity. Verizon will no longer pay the unreasonable penalty rate that we are being charged if Met-Ed refuses to sell Verizon joint use poles so that Verizon can achieve parity as specified in the joint use agreement. Verizon has been requesting to purchase poles from Met-Ed for several years to create "parity status" in our joint use agreement. From the inception of these joint use agreements, Verizon and Met-Ed were never at "parity", which means from the beginning Verizon has been forced to pay the deficiency payments to Met-Ed. In fact, the gap in parity is so great that normal daily joint use pole sets (where either party would have the opportunity to recover their capital pole investment) would not reduce the parity deficiency that currently exists.

Verizon is willing to resolve this issue amiably, and have provided an alternative solution for Met-Ed as outlined in the attached letter. Is Met-Ed willing to meet with Verizon on September 20, 2010? I can make arrangements to have the meeting at Verizon's Engineering Office 180 Sheree Boulevard Suite Exton, Pa. 19341. Please advise. Thanks.

Regards,

Norman L. Parrish
Manager - Network Engineering
180 Sheree Boulevard Suite 2100
Exton, Pa 19341
(610)-280-2152

From: Balcerski, William J
Sent: Friday, August 10, 2012 3:41 PM
To: Parrish, Norman L
Subject: FW: Verizon/Met-Ed Joint Use

William J. Balcerski
Assistant General Counsel
VC54N070A
One Verizon Way
Basking Ridge, New Jersey 07920-1097
908-559-5560

908-766-8264 (fax)

From: mwolfe@firstenergycorp.com [mailto:mwolfe@firstenergycorp.com]
Sent: Friday, August 10, 2012 2:37 PM
To: Balcerski, William J
Cc: sschafer@firstenergycorp.com
Subject: RE: Verizon/Met-Ed Joint Use

Bill, we met internally late last week and have a couple follow on calls to make. In the meantime, my recommendation would be for Norm Parrish to reach out to Steve Schafer to set up a meeting between the appropriate business/operating folks within our two companies and determine if these issues can be resolved. In that regard it would be helpful for Norm to provide in advance his 'going forward ' plan, which Steve had requested when they last spoke, directed at having Verizon set and maintain more poles than is current practice. After such meeting[s], if they are unable to reach resolution, we could get involved as necessary. Please let me know your thoughts. Mike

---

Our internal meeting has been rescheduled three times due to storms. Currently scheduled for next week.

From: "Balcerski, William J" <william.j.balcerski@verizon.com>
To: "mwolfe@firstenergycorp.com" <mwolfe@firstenergycorp.com>
Date: 07/27/2012 02:59 PM
Subject: RE: Verizon/Met-Ed Joint Use

Where does this stand?

William J. Balcerski
Assistant General Counsel
VC54N070A
One Verizon Way
Basking Ridge, New Jersey 07920-1097
908-559-5560
908-766-8264 (fax)

From: mwolfe@firstenergycorp.com [mailto:mwolfe@firstenergycorp.com]
Sent: Friday, June 01, 2012 5:16 PM
To: Balcerski, William J
Subject: Verizon/Met-Ed Joint Use

William, I am in receipt of your letter and as soon as I am able to conduct an internal meeting with my client I will be in touch. Mike --- The information contained in this message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately, and delete the original message.

Exhibit 19

From: Parrish, Norman L
Sent: Monday, September 10, 2012 4:43 PM
To: 'lchapman@firstenergycorp.com'
Cc: 'sschafer@firstenergycorp.com'; 'dhawk@firstenergycorp.com'; 'kpatrick@firstenergycorp.com'; Parrish, Norman L
Subject: RE: Met-Ed and Penelec Rate Calculations

Len,

Although the PENELEC agreement calculation is computed correctly as specified in the MOU between Verizon and First Energy PENELEC, Verizon cannot determine whether the PENELEC rates, terms and conditions of our Joint Use Agreements are comparable to the rates, terms and conditions offered to our competitors. We believe that the rate that Verizon currently pays is in excess of the rate that PENELEC may charge under the rules established by the FCC in its April 7, 2011 Order. Accordingly, Verizon reserves the right to dispute the rate and seek a refund from PENELEC.

As for the rate calculation for the MET-ED/Verizon agreement**,** I have previously provided you notice that Verizon will no longer pay the unreasonable penalty rate that we are being charged if Met-Ed refuses to sell Verizon joint use poles so that Verizon can achieve parity as specified in the joint use agreement. While Verizon would prefer to purchase the poles to achieve the 55/45 ratio set forth in the Joint Use Agreements, Verizon is also willing to entertain renegotiation of the rental fee associated with the deficiency payments set forth in the Agreements. The current rental fees were established in a Memorandum of Understanding (MOU) that was negotiated and executed on June 1, 2009. However, we believe that the rate that First Energy is suggesting that Verizon pays ([REDACTED] per pole) is not just and reasonable and far in excess of the rate that Met-Ed may charge under the rules established by the FCC in its April 7, 2011 Order.

In order for Verizon to determine whether the rates, terms and conditions of our Joint Use Agreements are comparable to the rates, terms and conditions offered to our competitors, we again request that Met-Ed provide us with copies of the agreements that are offered to telecommunications carriers and cable operators that operate in the same territories as Verizon. I would point out that the FCC in its Order indicated that it expects that electric utilities will provide copies of these agreements to incumbent LECs to facilitate discussions between the parties. Without this information, Verizon cannot determine what is the appropriate rate that it should pay for attachments to Met-Ed poles but we believe that it is certainly far less than the rate that we are currently paying and most likely would be somewhere in the range of $5.30 to $12.10 per pole.

I'm pleased that First Energy has agreed to meet with Verizon to discuss the MET-Ed agreement with Verizon. I should know within a day or two if the October dates provided works for the Verizon team. Thanks.

Norman L. Parrish
Manager - Network Engineering
180 Sheree Boulevard Suite 2100
Exton, Pa 19341
(610)-280-2152
From: lchapman@firstenergycorp.com [mailto:lchapman@firstenergycorp.com]
Sent: Monday, September 10, 2012 11:11 AM
To: Parrish, Norman L
Cc: sschafer@firstenergycorp.com; dhawk@firstenergycorp.com; kpatrick@firstenergycorp.com
Subject: Met-Ed and Penelec Rate Calculations

Norm,

Attached are the 2012 Verizon rate calculations based on the 2009 executed MOU and the January 2012 HWI and AUS indexes for Penelec and Met-ED. Please let me know if you concur with the calculations.

Thanks
Len Chapman
Penelec Joint Use
311 Industrial Park Road
Johnstown, Pa 15904
Office 814-269-6693
Wireless 814-241-6995 --- The information contained in this message is intended only for the personal and confidential use of the recipient(s) named above. If the reader of this message is not the intended recipient or an agent responsible for delivering it to the intended recipient, you are hereby notified that you have received this document in error and that any review, dissemination, distribution, or copying of this message is strictly prohibited. If you have received this communication in error, please notify us immediately, and delete the original message.

VZ00558

Exhibit 20

1001 G Street, N.W.
Suite 500 West
Washington, D.C. 20001
tel. 202.434.4100
fax 202.434.4646

Writer's Direct Access
Thomas B. Magee
(202) 434-4128
magee@khlaw.com

January 25, 2013

Via Electronic Mail and Overnight Delivery

William J. Balcerski
Assistant General Counsel
Verizon
VC54N070A
One Verizon Way
Basking Ridge, NJ 07920-1025

Re: Verizon Notice of Default/Met-Ed Counter Notice of Default

Dear Mr. Balcerski:

We have been retained by FirstEnergy Corporation to help resolve the issues identified in your "Notice of Default" letter of December 13, 2012, which alleges that Metropolitan Edison ("Met-Ed") has refused to sell poles to Verizon.

Your letter suggests that Verizon may refuse to pay Met-Ed's latest invoices for deficiency payments. Those five invoices from October 2012 are attached. They total approximately [redacted] and cover the deficiency in pole ownership for calendar year 2011. Obviously, a pole ownership deficiency from 2011 cannot be "cured" by any pole sale today. The Joint Use Agreements require Verizon to pay for that deficiency and your payment is past due. Accordingly, this letter serves as Met-Ed's counter Notice of Default to Verizon. Please advise when Met-Ed can expect payment for the 2011 deficiency invoices in order to cure this Default. You have 60 days in which to do so.

You claim that the Agreements require a 55:45 ownership ratio, that the Agreements require Met-Ed to sell poles to Verizon, and that Met-Ed has "steadfastly refused" for nearly three years to sell Verizon any poles. Each of these claims is incorrect.

The parties' five agreements calculate the deficiency payment based on a 55:45 ownership ratio, but the Continental Telephone (#11007) and Quaker State Telephone (#11008) agreements make any pole sale to achieve that ratio entirely optional, by requiring each Company, "if it so desires," to sell poles to the other (see Article IV). The other three (Bell Telephone, Bethel and Mt. Aetna Telephone, and York Telephone, #s 11001, 11002 and 11011), allow the parties to refuse to sell poles to the other for "good cause" (see Article X). Despite the parties' ongoing discussions and repeated requests from Met-Ed, Verizon to date has provided no evidence that it has established any wood pole inspection and maintenance ("I&M") program, or

that it is capable of setting taller replacement poles or responding in a timely fashion to down poles in an emergency. These all appear to qualify as "good cause." Further, despite repeated opportunities for Verizon to set more poles such as new pole lines, pole relocations, storm restoration poles, and priority one poles, Verizon has shown no initiative to do so.

Verizon's apparent reluctance to invest in a pole I&M program is particularly troublesome, considering the potential safety risks. You may recall, for example, that a Denver jury awarded Andy Blood, a 25-year-old former lineman for Xcel Energy, $39 million after he was paralyzed following the collapse of a rotted pole owned by Qwest Communications. Denver District Court Judge Sheila Rappaport increased that total award to $84 million, reportedly based upon Qwest's failure to address its pole I&M problem even after it was sued. To its credit, Qwest then embarked on an extensive, comprehensive pole I&M program covering its entire 14-state service territory.

We have to date seen no such commitment from Verizon. Considering pole sales are "subject to any necessary regulatory approval" (see Articles IV/ X), we expect that the Pennsylvania Public Utility Commission would require such a commitment before approving any sale. As you have been advised, Met-Ed has made commitments to the PUC regarding reliability and I&M standards which they consider very important to the safe and reliable operation of their system.

Contrary to your claim, it appears that Met-Ed has entertained Verizon requests to purchase poles for perhaps a year and a half, not "nearly three years." While the prospect of a pole sale appeared in a laundry list of items for discussion in an August 12, 2009 Norm Parrish letter, sent at the time the MOUs were signed, the subject did not surface again until August 2011, more than two years later.

It is perhaps no coincidence that Verizon's August 2011 interest in purchasing poles was expressed only after the FCC's April 2011 Pole Attachment Order was released. It therefore appears that Verizon's new insistence on a pole sale is being used by Verizon as leverage to renegotiate the MOUs themselves. Only two years earlier, however, Mr. Parrish praised the MOUs, which "amiably resolved" the Parties' rate issue and finally provided "a common rate structure that is fair and equitable for all the Joint Use Agreements between both companies in Pennsylvania." August 12, 2009 Parrish letter at 1. It therefore appears to Met-Ed that Verizon never intended to pay the 2011 deficiency payment and may have been acting in bad faith with respect to its existing obligations under the Agreement. In any event, Met-Ed is willing to continue discussing pole sales with Verizon.

As an alternative to a pole sale, you state that Verizon is willing to accept a new rental rate, which Verizon expects should be lower than the [REDACTED] deficiency payment that Verizon owes to maintain the 55:45 ratio. The [REDACTED] rate, however, is a bargain. The agreements, executed 40 years ago, required the deficiency payment to be no less than 90% of Met-Ed's

carrying charges (*see e.g.*, Bell Telephone agreement at XI(D)). Met-Ed's carrying charges for year-end 2011 are $145.36, and 90% of $145.36 is $130.82, which is nearly [REDACTED] the amount that Verizon is paying. It is also notable that when the Parties entered into the various MOUs in June 2009 in order to index these rates, the MOUs contained no requirement at all to sell poles.

You have indicated that Verizon is considering filing an FCC complaint to recover a lower rate. The FCC, however, has indicated that "the Commission is unlikely to find the rates, terms and conditions in existing joint use agreements unjust or unreasonable." Pole Attachment Order, 26 FCC Rcd 5240, at ¶ 216 (2011).

Met-Ed looks forward to meeting with Verizon to continue our discussions. Please let us know when Verizon may be available for such a meeting.

Sincerely,

Thomas B. Magee

Enclosures

cc: M. Wolfe
S. Schafer

10/23/2012 PUBLIC VERSION Cust / Acct Number 800143281 / 120001612221

Invoice No. 90353751

Bill for:
VERIZON
DEBBIE DELIA
2ND FLOOR
15 E MONTGOMERY AVE
PITTSBURGH PA 15212

Total due by 11/22/2012

To avoid a possible Late Payment Charge being added to your bill,please pay by the due date.

General Description

Attention: Ms. Debbie Delia

Annual billing for Pole Attachments for Agreement dated 9/28/1973 and the Memorandum of Understanding dated August 2009.

CIN # 11001
Invoice Period: January 1, 2011 through December 31, 2011
Total Poles: 31,576
Met-Ed Poles: 26,829
Verizon (Bell North) Poles: 4,747
Telco Share per contract: 14,209
Deficiency: 9,462

Comp Rate: [REDACTED]

Net Amount Due: [REDACTED]

Any questions regarding this invoice please contact Katherine Patrick (610) 921-6921.

Item	Description	Qty	Total
1	Joint Use - Annual Rent Billing	1.000	[REDACTED]

(Description Continued - Next Page)

General Information

Written correspondence may be mailed to:
Business Services
Met-Ed
PO Box 16001 2800 Pottsville Pike
Reading PA 19612

Questions regarding this invoice may be directed to Accounts Receivable:

1-610-921-6927

Return this part with a check or money order payable to:
MET-ED
Write name, phone, or address changes on back and check here. ☐

Invoice No.	Customer PO No.	Your Check Number/Date	Contract No.
90353751			120001612221

Amount Paid	
Please Pay	[REDACTED]
Due By	11/22/2012

MET-ED
PO BOX 3612
AKRON OH 44309-3612

VERIZON
DEBBIE DELIA
2ND FLOOR
15 E MONTGOMERY AVE
PITTSBURGH PA 15212

VZ00563

0212000161222100000000903537512000636603360636603366

10/23/2012 PUBLIC VERSION Cust / Acct Number 800042287 / 120000459608

Invoice No. 90353747

Bill for:
VERIZON
DEBBIE DELIA
2ND FLOOR
15 E MONTGOMERY AVENUE
PITTSBURGH PA 15212

Total due by 12/07/2012

To avoid a possible Late Payment Charge being added to your bill,please pay by the due date.

General Description

Attention: Ms. Theresa Baker

Annual billing for Pole Attachments for Agreement dated 9/28/1973 and the Memorandum of Understanding dated August 2009.

CIN # 11002
Invoice Period: January 1, 2011 through December 31, 2011
Total Poles: 49,155
Met-Ed Poles: 39,054
Verizon (Bell South) Poles: 10,101
Telco Share per contract: 22,119
Deficiency: 12,018

Comp Rate: [redacted]

Net Amount Due: [redacted]

Any questions regarding this invoice please contact Katherine Patrick (610) 921-6921.

Item	Description	Qty	Total
1	Joint Use - Annual Rent Billing	1.000	[redacted]

(Description Continued - Next Page)

General Information

Written correspondence may be mailed to:
Business Services
Met-Ed
PO Box 16001 2800 Pottsville Pike
Reading PA 19612

Questions regarding this invoice may be directed to Accounts Receivable:

1-610-921-6927

Return this part with a check or money order payable to:
MET-ED
Write name, phone, or address changes on back and check here. ☐

Invoice No.	Customer PO No.	Your Check Number/Date	Contract No.
90353747			120000459608

Amount Paid	
Please Pay	[redacted]
Due By	12/07/2012

MET-ED
PO BOX 3612
AKRON OH 44309-3612

VERIZON
DEBBIE DELIA
2ND FLOOR
15 E MONTGOMERY AVENUE
PITTSBURGH PA 15212

VZ00564

021200004596080000000090353747000080857104080857 1047

10/25/2012 Cust / Acct Number 800307395 / 120003560972

PUBLIC VERSION

Invoice No. 90354072

Bill for:
VERIZON
DEBBIE DELIA
2ND FLOOR
15 E. MONTGOMERY AVENUE
PITTSBURGH PA 15212

Total due by 12/09/2012

To avoid a possible Late Payment Charge being added to your bill,please pay by the due date.

General Description

Attention: Ms. Debbie Delia

Annual billing for Pole Attachments for Agreement dated 5/22/1967 and the Memorandum of Understanding dated August 2009.

CIN #11011
Invoice Period: January 1, 2011 through December 31, 2011
Total Poles: 64,717
Met-Ed Poles: 51,751
Verizon (GTE) Poles: 12,966
Telco Share per contract: 29,122
Deficiency: 16,156
Comp Rate:

Net Amount Due:

Any questions regarding this invoice please contact Katherine Patrick (610) 921-6921.

Item	Description	Qty	Total
1	Joint Use - Annual Rent Billing	1.000	

(Description Continued - Next Page)

General Information

Written correspondence may be mailed to:
Business Services
Met-Ed
PO Box 16001 2800 Pottsville Pike
Reading PA 19612

Questions regarding this invoice may be directed to Accounts Receivable:

1-610-921-6927

Met-Ed
A FirstEnergy Company

Return this part with a check or money order payable to:
MET-ED
Write name, phone, or address changes on back and check here. ☐

Invoice No.	Customer PO No.	Your Check Number/Date	Contract No.
90354072			120003560972

Amount Paid	
Please Pay	
Due By	12/09/2012

MET-ED
PO BOX 3612
AKRON OH 44309-3612

VERIZON
DEBBIE DELIA
2ND FLOOR
15 E. MONTGOMERY AVENUE
PITTSBURGH PA 15212

VZ00565

021200035609720000000903540722001086975681086975682

10/25/2012 Cust / Acct Number 800307395 / 120003560972
PUBLIC VERSION

Invoice No. 90354071

Bill for:
VERIZON
DEBBIE DELIA
2ND FLOOR
15 E. MONTGOMERY AVENUE
PITTSBURGH PA 15212

Total due by 12/09/2012
To avoid a possible Late Payment Charge being added to your bill,please pay by the due date.

General Description

Attention: Ms. Debbie Delia

Annual billing for Pole Attachments for Agreement dated 3/17/1072 and the Memorandum of Understanding dated August 2009.

CIN #11008
Invoice Period: January 1, 2011 through December 31, 2011
Total Poles: 12,988
Met-Ed Poles: 10,894
Verizon (Quaker State) Poles: 2,094
Telco Share per contract, 5,844
Deficiency: 3,750
Comp Rate:

Net Amount Due:

Any questions regarding this invoice please contact Katherine Patrick (610) 921-6921.

Item	Description	Qty	Total
1	Joint Use - Annual Rent Billing	1.000	

(Description Continued - Next Page)

General Information

	Written correspondence may be mailed to: Business Services Met-Ed PO Box 16001 2800 Pottsville Pike Reading PA 19612	Questions regarding this invoice may be directed to Accounts Receivable: 1-610-921-6927

Return this part with a check or money order payable to:
MET-ED
Write name, phone, or address changes on back and check here. ☐

Invoice No.	Customer PO No.	Your Check Number/Date	Contract No.
90354071			120003560972

Amount Paid	
Please Pay	
Due By	12/09/2012

MET-ED
PO BOX 3612
AKRON OH 44309-3612

VERIZON
DEBBIE DELIA
2ND FLOOR
15 E. MONTGOMERY AVENUE
PITTSBURGH PA 15212

VZ00566

0212000356097200000000903540714000252300000252300009

10/25/2012 Cust / Acct Number 800307395 / 120003560972

PUBLIC VERSION

Invoice No. 90353988

Bill for:
VERIZON
DEBBIE DELIA
2ND FLOOR
15 E. MONTGOMERY AVENUE
PITTSBURGH PA 15212

Total due by 12/09/2012

To avoid a possible Late Payment Charge being added to your bill,please pay by the due date.

General Description

Attention: Ms. Debbie Delia

Annual billing for Pole Attachments for Agreement dated 3/17/1972 and the Memorandum of Understanding dated August 2009.

CIN #11007
Invoice Period January 1, 2011 through December 31, 2011
Total Poles: 885
Met-Ed Poles: 778
Verizon (Central) Poles: 107
Telco share per contract: 398
Deficiency: 291
Comp Rate: [redacted]

Net Amount Due: [redacted]

Any questions regarding this invoice please contact Katherine Patrick (610) 921-6921.

Item	Description	Qty	Total
1	Joint Use - Annual Rent Billing	1.000	[redacted]

(Description Continued - Next Page)

General Information

Written correspondence may be mailed to:
Business Services
Met-Ed
PO Box 16001 2800 Pottsville Pike
Reading PA 19612

Questions regarding this invoice may be directed to Accounts Receivable:

1-610-921-6927

Met-Ed
A FirstEnergy Company

Return this part with a check or money order payable to:
MET-ED
Write name, phone, or address changes on back and check here. ☐

Invoice No.	Customer PO No.	Your Check Number/Date	Contract No.
90353988			120003560972

Amount Paid	
Please Pay	[redacted]
Due By	12/09/2012

MET-ED
PO BOX 3612
AKRON OH 44309-3612

VERIZON
DEBBIE DELIA
2ND FLOOR
15 E. MONTGOMERY AVENUE
PITTSBURGH PA 15212

VZ00567

0212000356097200000000903539880000019578480019578487

Exhibit 21

From: DeWitt, Deanna R [mailto:ddewitt@firstenergycorp.com]
Sent: Wednesday, April 12, 2017 12:24 PM
To: Mills, Stephen C (Steve)
Cc: Schafer, Stephen F
Subject: [E] RE: *EXTERNAL* FW: VZ - ME Rate Discussion

Steve,

Thank you for bringing this to our attention. We have confirmed that your records for 11007 do indeed match Met-Ed's last billing period. I have corrected and have made a few revisions to the attached spreadsheet.

Regards,
Deanna DeWitt
724-830-5967

From: stephen.c.mills@verizon.com [mailto:stephen.c.mills@verizon.com]
Sent: Tuesday, April 11, 2017 8:51 AM
To: DeWitt, Deanna R <ddewitt@firstenergycorp.com>; Schafer, Stephen F <sschafer@firstenergycorp.com>
Subject: *EXTERNAL* FW: VZ - ME Rate Discussion

Deanna,

Have you had a chance to look at the pole count numbers again? I wanted to be sure we have that straight before moving forward with a proposal.

Steve Mills
Consultant Contract Management
Network Operations & Engineering
Verizon Wireline Network

502 E. Piedmont St
Culpeper, VA 22701

O 540.829.2711
stephen.c.mills@verizon.com

From: Mills, Stephen C (Steve)
Sent: Wednesday, April 05, 2017 3:44 PM
To: 'DeWitt, Deanna R'; Slavin, James
Cc: Schafer, Stephen F
Subject: RE: VZ - ME Rate Discussion

Deanna,

I've been looking at the pole counts again and on your sheet it shows the same pole count numbers for the 11007 and the 11011 agreement. I believe that is where the difference is. From our records we show the 11007 agreement as having pole ownership of 776/107, Met-Ed/Verizon respectively. Can you double check the figures please? Thank you.

Steve Mills
Consultant Contract Management
Network Operations & Engineering
Verizon Wireline Network

502 E. Piedmont St
Culpeper, VA 22701

O 540.829.2711
stephen.c.mills@verizon.com

From: DeWitt, Deanna R [mailto:ddewitt@firstenergycorp.com]
Sent: Monday, April 03, 2017 3:00 PM
To: Mills, Stephen C (Steve); Slavin, James
Cc: Schafer, Stephen F
Subject: [E] VZ - ME Rate Discussion

Steve and Jim,

Attached for your review is a copy of the spreadsheet with rate details from our discussion today.

Regards,

Deanna DeWitt
FirstEnergy Service Company – Joint Use
800 Cabin Hill Drive
Room C208
Greensburg, PA 15601
724-830-5967
FirstEnergy

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CIN	Co. Name	VZ Poles	ME Poles	Total Poles	VZ Apportionment	ME Apportionment	VZ Deficiency Poles	Deficiency Rate	Last Billing Period	Invoice Amount
11001	Verizon of Pennsylvania Inc.	4748	26834	31582	14212	17370	9464		1-1-15 to 12-31-15	
11002	Verizon of Pennsylvania Inc.	10105	39050	49155	22120	27035	12015		1-1-15 to 12-31-15	
11007	Verizon North Inc.	107	776	883	397	486	290		1-1-15 to 12-31-15	
11008	Verizon North Inc.	2094	10897	12991	5846	7145	3752		1-1-15 to 12-31-15	
11011	Verizon North Inc.	12969	51864	64833	29175	35658	16206		1-1-15 to 12-31-15	
	TOTALS	**30023**	**129421**	**159444**	**71750**	**87694**	**41727**			

Joint Use Rental Calculation
Verizon / Met-Ed

Example: 2015 Rate as per MOU

Based on 55:45 Ratio		Parity	Actual	Poles Deficient	MOU Rate	Net
ME	55%	87,694	129,421	0		
VZ	45%	71,750	30,023	41,727		
		159,444	159,444			

Example: 2015 Rate at 50:50 ratio

Based on 50:50 Ratio		Parity	Actual	Ownership Ratio	MOU Rate	Net
ME	50%	0	129,421	81%		
VZ	50%	0	30,023	19%		
		0	159,444			

Exhibit 22

From: Mills, Stephen C (Steve)
Sent: Friday, July 07, 2017 7:12 AM
To: Schafer, Stephen F (sschafer@firstenergycorp.com); ddewitt@firstenergycorp.com
Subject: Verizon/First Energy Joint Use Negotiations - Verizon 2016 ARMIS Data

Deanna and Steve:

Thank you for meeting with us by telephone last week. Attached is the 2016 Pennsylvania ARMIS data that you wanted for use in your next rate proposal.

Please let me know as soon as possible what you have learned about the other issues we discussed. As you know, it is essential that we receive copies of Met-Ed's license agreements with CLECs and cable attachers (or at least a boilerplate agreement) and the 2016-2017 new telecom rates (or ranges of rates) that Met-Ed has charged its licensees so that we can understand and evaluate your claim that the joint use agreements have and will continue to provide Verizon benefits that justify higher rental rates.

We are concerned that these negotiations have been dragging on for years. We would appreciate receiving Met-Ed's rate proposal, and the information about its license agreements and rates, by July 21. Please let me know if there is some reason why that will not be possible.

Sincerely,

Steve Mills
Consultant Contract Management
Network Operations & Engineering
Verizon Wireline Network

502 E. Piedmont St
Culpeper, VA 22701

O 540.829.2711
stephen.c.mills@verizon.com

PUBLIC VERSION

POLE CALCULATION INPUTS FOR RATE YEAR 2016
Source: ARMIS ANNUAL SUMMARY REPORT
FCC Report 43-01, Table III, From Jan 2016 to Dec 2016

y/e 2016
ARMIS/Accounting Data

		FCC 9NP-PA GTPA VERIZON NORTH - PENNSYLVANIA P11A	FCC 9N8-P3 COPA VERIZON NORTH - CONTEL PENNSYLVANIA PAC1	FCC 9N8-QS COQS VERIZON NORTH - QUAKER STATE PAC2	FCC PAPA VERIZON PENNSYLVANIA - PENNSYLVANIA	FCC Pennsylvania Total State 9NP-PA 9N8-P3 9N8-QS PAPA
Table III - Pole and Conduit Rental Calculation Information						
Row	Row Title	Amount	Amount	Amount	Amount	Total
100	Telecommunications Plant-in-Service	1,270,688,000	144,572,000	117,537,000	15,234,348,000	16,767,145,000
101	Gross Investment - Poles	62,030,000	9,641,000	14,231,000	423,842,000	509,744,000
102	Gross Investment - Conduit	52,758,000	1,869,000	399,000	966,438,000	1,021,464,000
200	Accumulated Depreciation - Total Plant-in-Service	1,242,024,000	138,096,000	119,782,000	13,501,118,000	15,001,020,000
201	Accumulated Depreciation - Poles	51,358,000	8,884,000	14,712,000	559,243,000	634,197,000
202	Accumulated Depreciation - Conduit	24,456,000	789,000	250,000	657,004,000	682,499,000
301	Depreciation Rate - Poles	4.50	4.50	4.50	6.70	6.70
302	Depreciation Rate - Conduit	1.80	1.80	1.80	2.60	2.60
401	Net Current Deferred Operating Income Taxes - Poles	1,126,000	0	0	0	1,126,000
402	Net Current Deferred Operating Income Taxes - Conduit	957,000	0	0	0	957,000
403	Net Current Deferred Operating Income Taxes - Total	23,052,000	0	0	0	23,052,000
404	Net Non-current Deferred Operating Income Taxes - Poles	-13,166,000	-2,375,000	-2,774,000	-2,303,000	-20,618,000
405	Net Non-current Deferred Operating Income Taxes - Conduit	-11,198,000	-461,000	-78,000	-5,250,000	-16,987,000
406	Net Non-current Deferred Operating Income Taxes - Total	-269,706,000	-35,613,000	-22,911,000	-82,765,000	-410,995,000
501.1	Pole Maintenance Expense	611,000	1,460,000	5,000	21,435,000	23,511,000
501.2	Pole Rental Expense	2,522,000	777,000	1,988,000	22,494,000	27,781,000
501	Pole Expense	3,133,000	2,237,000	1,993,000	43,930,000	51,293,000
502.1	Conduit Maintenance Expense	-11,000	6,000	0	1,869,000	1,864,000
502.2	Conduit Rental Expense	0	0	0	0	
502	Conduit Expense	-11,000	6,000	0	1,869,000	1,864,000
503	General $ Administrative Expense	37,195,000	2,631,000	30,000	455,533,000	495,389,000
504	Operating Taxes	1,870,000	3,100,000	4,555,000	354,101,000	363,626,000
601	Equivalent Number of Poles	140,146	19,888	31,295	936,281	1,127,610
602	Conduit System Trench Kilometers	265	19	2	10,405	10,691
603	Conduit Duct Kilometers	1,182	64	8	67,573	68,827
700	Additional Rental Calculation Information	0	0	0	0	

Exhibit 23

From: DeWitt, Deanna R [mailto:ddewitt@firstenergycorp.com]
Sent: Friday, July 21, 2017 8:56 AM
To: Mills, Stephen C (Steve)
Cc: Schafer, Stephen F
Subject: [E] RE: *EXTERNAL* Verizon/First Energy Joint Use Negotiations - Verizon 2016 ARMIS Data

Steve,

Please find attached a copy of Met-Ed's Pole Attachment Agreement template presented to requesting CLEC / CATV entities with the understanding that modifications are negotiated.

Met-Ed respectfully rejects your 5/22/17 reciprocal rate offer of [redacted] per pole which includes a calculated rate based on Met-Ed's costs, which incidentally is lower than the current CLEC / CATV rate. Using the pre-existing telecom formula as guidance and year-end 2016 ARMIS / FERC costs, we propose the following attachment rates:

ME on VZ poles: [redacted]
VZ on ME poles: [redacted]

Regards,

Deanna DeWitt
Supervisor, Joint Use & Cable Locating
FirstEnergy Service Company
800 Cabin Hill Drive
Room C208
Greensburg, PA 15601
724-830-5967
FirstEnergy

From: stephen.c.mills@verizon.com [mailto:stephen.c.mills@verizon.com]
Sent: Friday, July 07, 2017 7:12 AM
To: Schafer, Stephen F <sschafer@firstenergycorp.com>; DeWitt, Deanna R <ddewitt@firstenergycorp.com>
Subject: *EXTERNAL* Verizon/First Energy Joint Use Negotiations - Verizon 2016 ARMIS Data

Deanna and Steve:

Thank you for meeting with us by telephone last week. Attached is the 2016 Pennsylvania ARMIS data that you wanted for use in your next rate proposal.

Please let me know as soon as possible what you have learned about the other issues we discussed. As you know, it is essential that we receive copies of Met-Ed's license agreements with CLECs and cable attachers (or at least a boilerplate agreement) and the 2016-2017 new telecom rates (or ranges of rates) that Met-Ed has charged its licensees so that we can understand and evaluate your claim that the joint use agreements have and will continue to provide Verizon benefits that justify higher rental rates.

We are concerned that these negotiations have been dragging on for years. We would appreciate receiving Met-Ed's rate proposal, and the information about its license agreements and rates, by July 21. Please let me know if there is some reason why that will not be possible.

Sincerely,

verizon✓

Steve Mills
Consultant Contract Management
Network Operations & Engineering
Verizon Wireline Network

502 E. Piedmont St
Culpeper, VA 22701

O 540.829.2711
stephen.c.mills@verizon.com

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Exhibit 24

From: DeWitt, Deanna R [mailto:ddewitt@firstenergycorp.com]
Sent: Friday, August 11, 2017 4:08 PM
To: Mills, Stephen C (Steve)
Cc: Schafer, Stephen F
Subject: [E] RE: *EXTERNAL* Verizon/First Energy Joint Use Negotiations - Verizon 2016 ARMIS Data

Steve,

Per your request, I have attached PDFs containing data that supports the proposed rates.

In response to your question 2., your email dated 5/22/2017 included a sample calculation assumed to be based on Met-Ed's costs that yields a "VZ Rate to MetEd" of [REDACTED] which is lower than the current rate of [REDACTED]/attachment that Met-Ed charges CLEC/CATV attachers.

Regards,

Deanna DeWitt

Supervisor, Joint Use & Cable Locating
FirstEnergy Service Company
800 Cabin Hill Drive
Room M221
Greensburg, PA 15601
724-830-5967
FirstEnergy

From: Mills, Stephen C (Steve) [mailto:stephen.c.mills@verizon.com]
Sent: Thursday, July 27, 2017 11:55 AM
To: DeWitt, Deanna R <ddewitt@firstenergycorp.com>
Cc: Schafer, Stephen F <sschafer@firstenergycorp.com>
Subject: RE: *EXTERNAL* Verizon/First Energy Joint Use Negotiations - Verizon 2016 ARMIS Data

Deanna,

Thank you for providing a copy of Met-Ed's 2017 template Pole Attachment Agreement. We are currently reviewing the terms and conditions and comparing them to those contained in the joint use agreement that we have been negotiating.

In the meantime, we have a couple questions regarding Met-Ed's proposed attachment rates of [REDACTED] and [REDACTED] for Met-Ed and Verizon respectively.

1. You state in your email that the rates are derived by using the "pre-existing telecom formula as guidance." Would you please provide the details of how these rates were calculated -- in particular, the formula that was used, the method by which the pole costs were calculated, and the inputs or assumptions that were used in the formula, e.g., pole height, space occupied, number of attaching entities?

2. You also state that Verizon's proposed [REDACTED] rate per pole is lower than the current CLEC/CATV rate. However, Section 25(a) of the template Pole Attachment Agreement you provided states that the annual attachment rate per pole shall be the "maximum allowable rate permitted under Section 224 of

the Communications Act" and sets that "agreed" rate at [redacted]. Would you please provide the details of how this rate was calculated and explain why Met-Ed considers Verizon's proposed rate to be "lower than the current CLEC/CATV rate?"

This additional information will help us evaluate Met-Ed's proposal, so we would appreciate receiving it as soon as possible.

Regards,

Steve Mills
Consultant Contract Management
Network Operations & Engineering
Verizon Wireline Network

502 E. Piedmont St
Culpeper, VA 22701

O 540.829.2711
stephen.c.mills@verizon.com

From: DeWitt, Deanna R [mailto:ddewitt@firstenergycorp.com]
Sent: Friday, July 21, 2017 8:56 AM
To: Mills, Stephen C (Steve)
Cc: Schafer, Stephen F
Subject: [E] RE: *EXTERNAL* Verizon/First Energy Joint Use Negotiations - Verizon 2016 ARMIS Data

Steve,

Please find attached a copy of Met-Ed's Pole Attachment Agreement template presented to requesting CLEC / CATV entities with the understanding that modifications are negotiated.

Met-Ed respectfully rejects your 5/22/17 reciprocal rate offer of [redacted] per pole which includes a calculated rate based on Met-Ed's costs, which incidentally is lower than the current CLEC / CATV rate. Using the pre-existing telecom formula as guidance and year-end 2016 ARMIS / FERC costs, we propose the following attachment rates:

ME on VZ poles: [redacted]
VZ on ME poles: [redacted]

Regards,

Deanna DeWitt
Supervisor, Joint Use & Cable Locating
FirstEnergy Service Company
800 Cabin Hill Drive
Room C208
Greensburg, PA 15601
724-830-5967
FirstEnergy

From: stephen.c.mills@verizon.com [mailto:stephen.c.mills@verizon.com]
Sent: Friday, July 07, 2017 7:12 AM
To: Schafer, Stephen F <sschafer@firstenergycorp.com>; DeWitt, Deanna R <ddewitt@firstenergycorp.com>
Subject: *EXTERNAL* Verizon/First Energy Joint Use Negotiations - Verizon 2016 ARMIS Data

Deanna and Steve:

Thank you for meeting with us by telephone last week. Attached is the 2016 Pennsylvania ARMIS data that you wanted for use in your next rate proposal.

Please let me know as soon as possible what you have learned about the other issues we discussed. As you know, it is essential that we receive copies of Met-Ed's license agreements with CLECs and cable attachers (or at least a boilerplate agreement) and the 2016-2017 new telecom rates (or ranges of rates) that Met-Ed has charged its licensees so that we can understand and evaluate your claim that the joint use agreements have and will continue to provide Verizon benefits that justify higher rental rates.

We are concerned that these negotiations have been dragging on for years. We would appreciate receiving Met-Ed's rate proposal, and the information about its license agreements and rates, by July 21. Please let me know if there is some reason why that will not be possible.

Sincerely,

verizon✓

Steve Mills
Consultant Contract Management
Network Operations & Engineering
Verizon Wireline Network

502 E. Piedmont St
Culpeper, VA 22701

O 540.829.2711
stephen.c.mills@verizon.com

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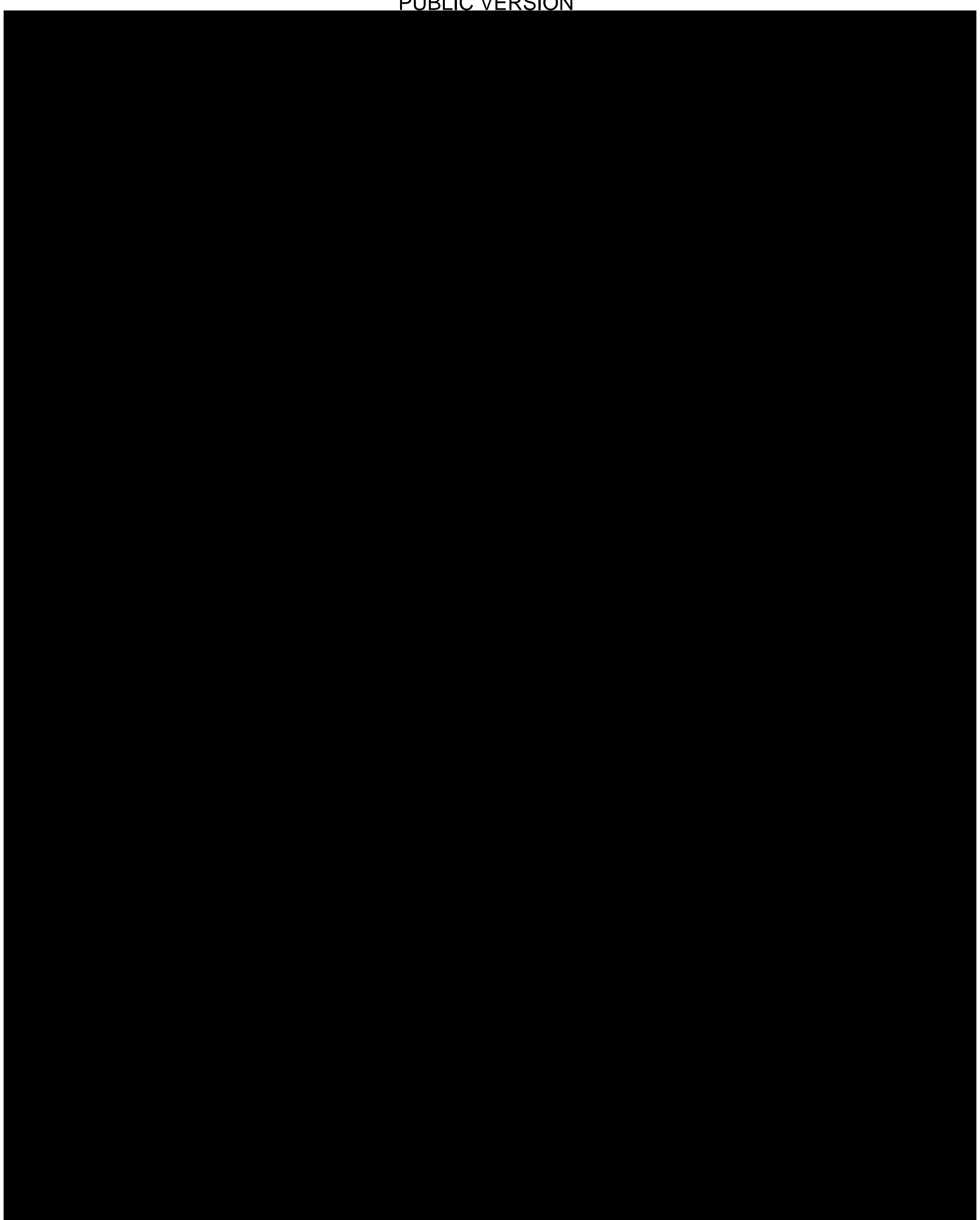

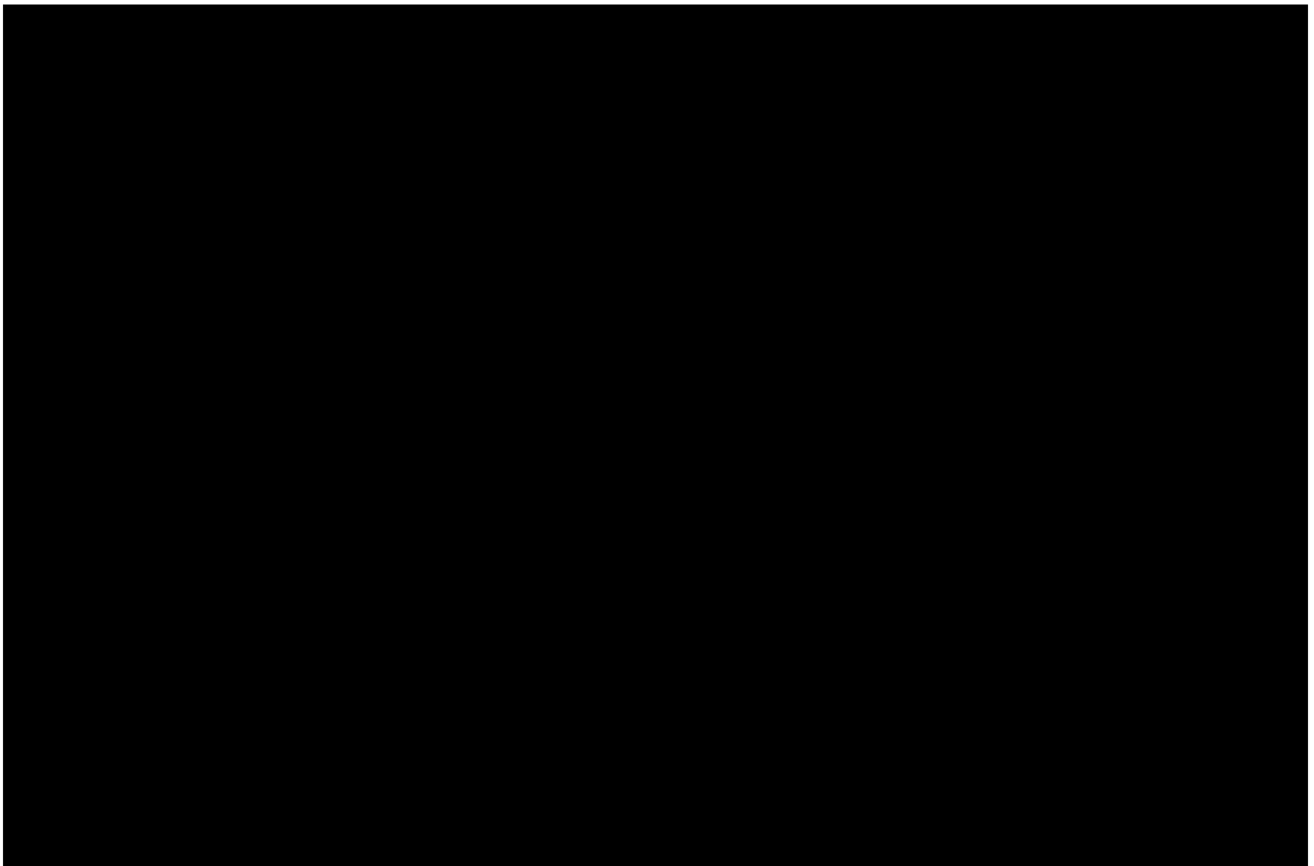

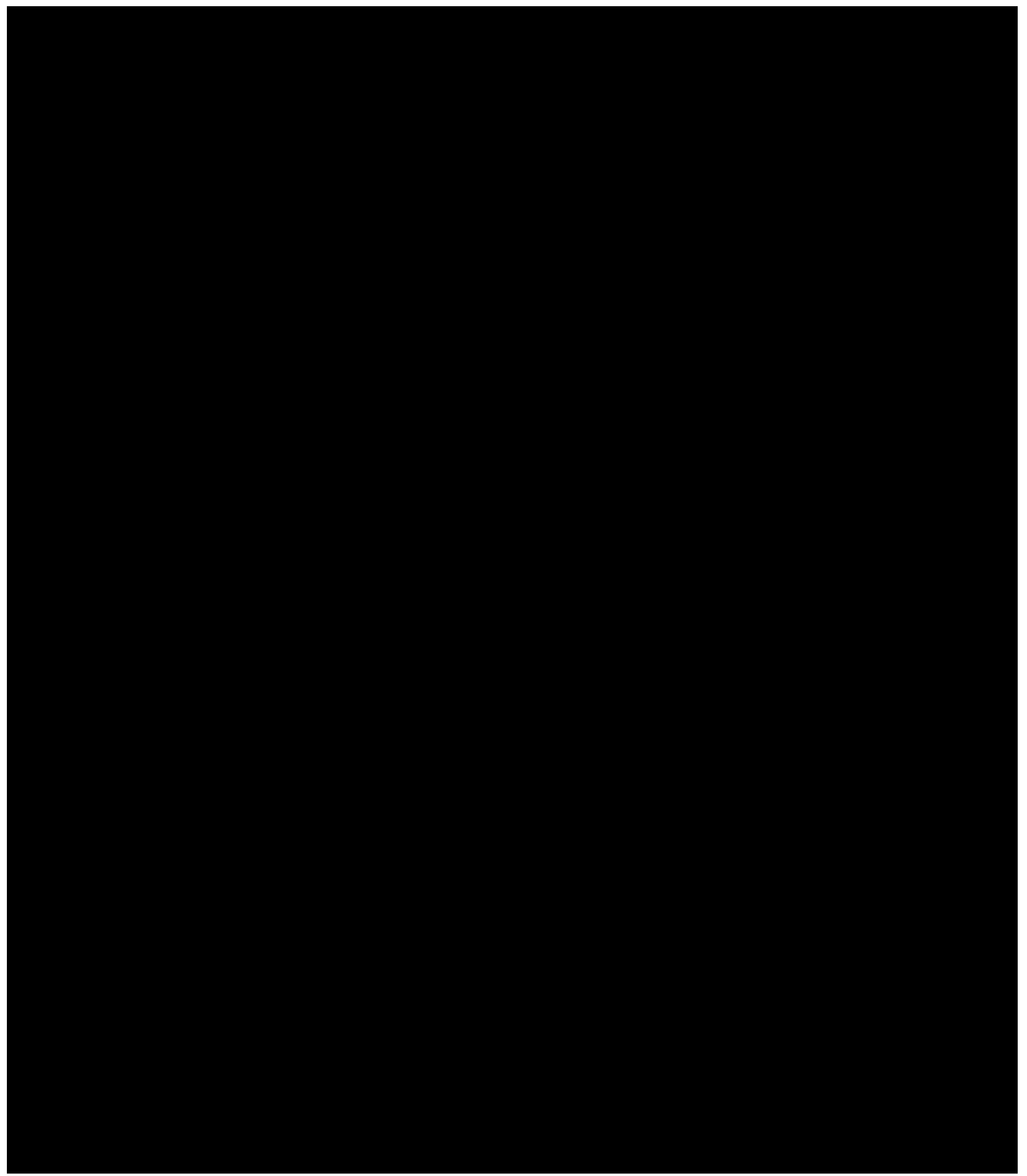

Exhibit 25

Steve Mills
Consultant Contract Management
502 E. Piedmont St
Culpeper, VA 22701
Stephen.c.mills@verizon.com
(540) 829-2711

November 2, 2017

Deanna DeWitt
Supervisor Joint Use and Cable Locating
FirstEnergy Service Company
800 Cabin Hill Dr
Room M221
Greensburg, PA 15601
(724) 830-5967

BY EMAIL AND CERTIFIED MAIL

Dear Deanna,

Thank you for providing us a copy of Met-Ed's 2017 draft license agreement. Our purpose in originally requesting the draft back in early 2012 was to determine how the provisions of the draft license agreement, including the pole rental rate, compare to those being discussed in our ongoing effort to reach agreement on a new joint use agreement. Our review revealed that terms of the draft license agreement are not materially different from the terms of the parties' current Joint Use Agreements or the draft joint use agreement that we have been negotiating. In this respect, the draft license agreement confirms our view that Verizon has been entitled to the FCC's new telecom rental rate since the FCC issued its Pole Attachment Order back in 2011.

The Commission's recent Order in the Dominion pole attachment complaint proceeding fully supports our conclusion. The FCC's Enforcement Bureau vacated the rental rate in a "new" agreement because it was not just and reasonable and confirmed that Verizon was entitled to a refund of overpayments above the "just and reasonable' rate since the effective date of the Order. The Enforcement Bureau further confirmed that rate relief would also be warranted under an "existing" agreement if it, like the agreements here, was entered when the ILEC's pole ownership numbers placed it in an inferior bargaining position. In the Dominion proceeding, a 65% to 35% pole ownership disparity was sufficient to justify rate relief. Here, the disparity is even greater, with Met-Ed owning 81% of the joint use poles now and when the current rates were imposed on Verizon.

The Commission's Dominion Order and its pending Infrastructure NPRM confirm that the parties should be negotiating an appropriate new telecom rate for Verizon. Under our joint use arrangement, Verizon bears significant pole maintenance and replacement costs that are not imposed on our competitors. As such, Verizon does not enjoy any advantages that would justify a departure from the new telecom rate. Even under the draft joint use agreement, Verizon would not have an advantage over its competitors because we have worked to negotiate an agreement with modernized cost-causer terms and conditions.

While we appreciate Met-Ed's willingness to modify its rates, its series of offers all result in Verizon continuing to make a net annual pole payment in the [redacted] dollar range. For example, in 2016, Met-Ed invoiced Verizon for about [redacted]. Met-Ed's next rate offer, in April 2017, reduced that payment by $465. Similarly, its July offer would require Verizon to continue paying nearly [redacted] in annual payments – about a 1.5% discount off the 2016 invoiced amount. In stark contrast, were Verizon and Met-Ed to pay properly calculated proportional new telecom rates, the limited data currently available to Verizon shows that Verizon's annual net payment, using 2016 cost data, should be about $795,000, and possibly lower.

The latest rate offered by Met-Ed is [redacted], which is over [redacted] times the [redacted] new telecom rate that Met-Ed charges Verizon's competitors. In addition to this rate not being calculated under the new telecom rate formula, it is inflated by Met-Ed assigning Verizon 3 feet of occupied space, even though Verizon does not use 3 feet of space on Met-Ed's poles (nor is Verizon even allocated 3 feet of space under the Joint Use Agreements). Met-Ed also uses an average of 3.33 attaching entities but has not provided any survey evidence that supports this number. Verizon also notes that the number is different from Met-Ed's earlier position that its poles average 4 attaching entities. In the absence of actual data, the FCC's presumptive inputs apply.

In the Dominion Order, the Commission found that it was unjust and unreasonable for a power company to demand that Verizon pay a higher rate than the power company is willing to pay for the use of more space on each joint use pole. In our case, while Met-Ed occupies significantly more space on each pole than Verizon, it proposes to pay Verizon [redacted] per pole for that space, while proposing to charge Verizon [redacted] per pole.

Despite our efforts for nearly six years to agree on a just and reasonable rate, we have not been successful. Therefore, Verizon requests that executives of the parties with sufficient authority meet as soon as possible to resolve this dispute. If we are unable to reach agreement on a just and reasonable rental rate at the face-to-face meeting, Verizon will have no other option than to seek rate relief at the FCC and refunds for the amounts it has overpaid.

Please let us know as soon as possible when Met-Ed is available to meet during the next four weeks. If it will facilitate scheduling, Verizon is amenable to meeting at a location of Met-Ed's choosing.

Sincerely,

Stephen Mills

Exhibit 26

Deanna R. DeWitt
Supervisor, Corporate Joint Use
800 Cabin Hill Dr.
Greensburg, PA 15601
(724) 830-5967

December 20, 2017

Steve Mills
Consultant Contract Management
Verizon
502 E. Piedmont St.
Culpeper, VA 22701
(540) 829-2711

BY EMAIL AND CERTIFIED MAIL

Dear Steve,

I received the letter you sent in November, please accept my apologies for the delay in getting back to you. I hope you will receive this letter in the spirit of our sincere desire to continue negotiations in this matter. I believe that further progress can be made, as our rental rate discussions have not run their course.

Our initial communications on this matter involved setting the ground work for approaching the conversation. As you recall, on April 3, 2017, we discussed the concept of establishing a frame of reference regarding the rental rates. The outcome of this exercise [redacted] /pole) was not intended to represent an offer. Thereafter on May 22, 2017, you communicated Verizon's first proposal based on the FCC's new telecom formula rate using each party's respective costs. Your calculation resulted in a rental rate of [redacted] for Verizon to Met-Ed, and [redacted] for Met-Ed to Verizon. You proposed splitting the difference between these two rates for a reciprocal rate of [redacted] /pole, less than one-third the effective contract rate. As you noted in your May email, Verizon proposed to decrease the current contractual billing from approximately [redacted] annually to barely over [redacted] annually.

Met-Ed rejected this offer, and after the parties exchanged more information, Met-Ed proposed to use the FCC's pre-2011 telecom rate formula to guide our negotiations. Met-Ed's calculation using that formula resulted in rates of [redacted] for Verizon to Met-Ed and [redacted] for Met-Ed to Verizon, based on 2016 FERC and ARMIS data, respectively. In late July, you requested details of this rate calculation to help Verizon evaluate its offer, which I sent to you in early August. Nearly two months later, I sent follow-up inquiry as to whether I could provide more information to assist Verizon in its review of our first counter-offer. You replied in the negative.

Frankly, I was somewhat surprised that your next communication was not a counter-offer or further discussion about our positions, but instead characterized our dialogue as a stalemate and requested the matter to be escalated to executives within our companies to attempt to resolve as if no further progress was possible between us. I can't help but wonder if there hasn't been some misunderstanding that lead to this conclusion. I realize that there have been periods of delay between us, such as from work stoppage at Verizon, and storm duty at Met-Ed, but I would hope that we can agree that such delays did not signify unwillingness to negotiate.

I apologize if there was any miscommunication on my part. Of course, I'm happy to set in motion arrangements for an executive level meeting as you have requested; however, I'm hoping that you will agree to further negotiation efforts between us before simply sending it up the ladder to our respective executives. For example, you raised for the first time in your November letter that you believe the new draft agreement was drafted with the intent to eliminate joint use ILEC benefits. From Met-Ed's perspective, there are a number of such benefits that remain in the draft agreement, the starting point for which as you may know began with Verizon's template—not Met-Ed's. It also seems to me that there are a number of factual details to be discussed that have a bearing on an appropriate rental rate before this matter would be ripe for executive level discussions.

Please let me know if you are willing to continue to negotiate at our level, or whether you insist on proceeding to executive level discussions.

Best Regards,

Deanna R. DeWitt

Deanna R. DeWitt

Exhibit 27

Steven E. Strah
Senior Vice President and President, Utilities Business
FirstEnergy Corp.
76 South Main Street
Akron, Ohio 44308

BY CERTIFIED MAIL

Re: Verizon's Pole Attachment Agreements with Met-Ed, Penelec, Potomac Edison, and Penn Power

Dear Mr. Strah:

You may be aware that representatives from our companies have been in discussions since early 2012 in an effort to revise our Joint Use Agreements to conform with the Federal Communication Commission's 2011 *Pole Attachment Order*. That *Order* recognized that Verizon, like its CLEC and cable competitors, is entitled to just and reasonable, competitively neutral rates, terms, and conditions for its pole attachments.

To date, Verizon has worked with Stephen Schafer and Deanna DeWitt to replace Verizon's agreement with Met-Ed, with the expectation that any new agreement could then be replicated across Verizon's relationships with Penelec, Potomac Edison, and Penn Power. Throughout the negotiations, Verizon has been more than willing to compromise. But while the parties have made progress with respect to the operational aspects of a new agreement, FirstEnergy has failed to offer a rental rate or annual payment amount that approaches the requirements of federal law. For example, in 2016, Met-Ed invoiced Verizon for an annual net payment of [REDACTED] Met-Ed's two subsequent offers would have required Verizon to make essentially the same annual net payment. In contrast, had First Energy complied with federal law and assigned properly calculated and proportional new telecom rates to both parties, it should have reduced Verizon's annual net payment by over [REDACTED] (assuming rates calculated using 2016 cost figures, other data available to Verizon, and conservative estimates for data FirstEnergy has not yet provided Verizon). We have reviewed Met-Ed's template license agreement, which confirmed that Verizon has not enjoyed under the current Joint Use Agreements, and will not enjoy under the new agreement as presently drafted, any material advantages relative to its competitors, and certainly none that would justify this extraordinary difference in annual payments.

Verizon has sought rate relief from the FCC in the past, as you may know from the attached Order that was issued in Verizon's dispute with Dominion Energy Virginia. This Order and the Commission's pending Infrastructure NPRM confirm that the Commission is willing to enforce Verizon's right to just and reasonable rates. But our strong preference is for a negotiated resolution. To this end, my team and I would like to sit down with FirstEnergy's senior executives and make one final effort to reach agreement in this longstanding dispute over the pole attachment rates required by the 2011 *Pole Attachment Order*. In the attached November 2nd letter, Verizon asked Ms. DeWitt for meeting dates during the month of November. As of this writing, FirstEnergy has not responded to Verizon's request.

With your involvement, I am hopeful that we can reach a business deal that eliminates the need for the FCC's involvement. To aid in our discussions, I am attaching our rental rate calculations for Verizon, Met-Ed, Penelec, Potomac Edison, and Penn Power. These are based on the best data available to us, and show that FirstEnergy has overcharged Verizon by about [REDACTED] on average each year since the 2011 *Pole Attachment Order* took effect. In the Dominion matter, the Commission confirmed that Verizon was entitled to refunds going back as far as the statute of limitations permits. Under this standard, Verizon would be entitled to at least [REDACTED] that it has overpaid to FirstEnergy.

Please let us know as soon as possible when FirstEnergy is available to meet in January or early February. If it will facilitate scheduling, Verizon is amenable to meeting at a location of FirstEnergy's choosing.

Sincerely,

Brian H. Trosper
Vice President – Network Operations
& Engineering
Verizon Communications

Enclosures

Attachments

Order, *Verizon Virginia LLC and Verizon South v. Virginia Electric and Power Company d/b/a Dominion Virginia* Power, 32 FCC Rcd 3750 (2017).. A

Letter from S. Mills, Consultant Contract Management, Verizon, to D. DeWitt, Supervisor Joint Use and Cable Locating, FirstEnergy Service Company (Nov. 2, 2017)..................... B

Rate Calculations.. C

Summary of Per-Pole Rates and Overpayments (2013-2017).. 1

Per-Pole Rates for Verizon's Attachments to Met-Ed's Poles (2013-2017) 2

Per-Pole Rates for Verizon's Attachments to Penelec's Poles (2013-2017).................................. 7

Per-Pole Rates for Verizon's Attachments to Penn Power's Poles (2013-2017)......................... 12

Per-Pole Rates for Verizon's Attachments to Potomac Edison's Poles (2013-2017) 17

Per-Pole Rates for Met-Ed's, Penelec's, and Penn Power's Attachments to Verizon's Poles (2013-2017) 22

Per-Pole Rates for Potomac Edison's Attachments to Verizon's Poles (2013-2017) 28

Attachment A

Before the
Federal Communications Commission
Washington, D.C. 20554

In the Matter of	)	
	)	
Verizon Virginia, LLC and Verizon South, Inc.,	)	Proceeding No. 15-190
	)	Bureau ID No. EB-15-MD-006
Complainants,	)	
	)	
v.	)	
	)	
Virginia Electric and Power Company d/b/a Dominion Virginia Power,	)	
	)	
Respondent.	)	

ORDER

Adopted: May 1, 2017 **Released: May 1, 2017**

By the Acting Chief, Market Disputes Resolution Division:

I. INTRODUCTION

1. In this interim Order, we address two threshold issues raised in a pole attachment complaint by Verizon Virginia, LLC and Verizon South, Inc. (collectively, Verizon) against Dominion Virginia Power (Dominion), challenging the contractual rates that Verizon pays to attach to Dominion's electric utility poles. First, we find that the rates Verizon pays for its attachments to Dominion's poles are not just and reasonable, in violation of Section 224(b)(1) of the Communications Act. Second, we conclude that Verizon is entitled to a refund of overpayments it may have made prior to filing its Complaint, subject to true up of the post-Complaint period in question. We issue this interim order on two threshold issues to expedite final resolution of this case in a subsequent order or by settlement.[1]

II. BACKGROUND

A. Legal Framework

2. Pole attachment rates are the charges that owners of utility poles, including electric utility companies, assess when cable television operators, telecommunications carriers, and others attach their lines to utility poles. Section 224(b)(1) of the Communications Act of 1934, as amended (Act), authorizes the Commission to adopt rules to ensure, *inter alia*, that the rates, terms, and conditions of "pole attachments" are "just and reasonable."[2] Prior to 2011, the Commission construed the "just and reasonable" requirement of Section 224(b)(1) to apply to attachments by cable companies and competitive local exchange carriers (LECs), but not to attachments by incumbent LECs, like Verizon.[3]

---

[1] We express no views at this time with respect to the remaining issues raised in the Complaint.

[2] 47 U.S.C. § 224(b)(1); *id.*, § 224(a)(4) (definition of "pole attachment"). *See also* 47 CFR §§ 1.1401-1.1424 (Pole Attachment Complaint Procedures).

[3] *Implementation of Section 224; A National Broadband Plan for our Future*, Report and Order and Order on Reconsideration, 26 FCC Rcd 5240, 5328, para. 205 & n.614 (2011) (*Pole Attachment Order*), *aff'd sub nom. Am. Elec. Power Serv. Corp. v. FCC*, 708 F.3d 183 (D.C. Cir. 2013).

Under separate provisions codified in subsections 224(d) and (e),[4] respectively, the Commission established formulas to calculate just and reasonable pole attachment rates for cable attachers (Cable Rate) and competitive LEC attachers (Old Telecom Rate).[5]

3. In 2011, the Commission released the *Pole Attachment Order*, in which it adopted a revised formula under Section 224(e) for computing the pole attachment rate paid by competitive LECs (New Telecom Rate), "thereby reducing the disparity between current telecommunications and cable rates."[6] The Commission also concluded for the first time that the "just and reasonable" requirement of Section 224(b)(1) applies to the rates, terms, and conditions governing attachments by incumbent LECs, such as Verizon.[7] The record indicated that, although incumbent LECs had in the past owned nearly as many poles as electric utility companies, incumbent LEC pole ownership rates had declined,[8] leading the Commission to conclude that "market forces and independent negotiations may not be alone sufficient to ensure just and reasonable rates, terms and conditions for incumbent LEC[] pole attachments."[9] The order identified "a need for targeted Commission oversight" of incumbent LEC attachment agreements "to ensure just and reasonable rates, terms, and conditions that might not otherwise result from negotiations standing alone."[10]

4. In the *Pole Attachment Order*, the Commission also recognized the necessity of analyzing incumbent LEC attachment rates "in a manner that accounts for the potential differences between incumbent LECs and telecommunications carrier or cable operator attachers."[11] It noted that incumbent LECs are unique in that they own many poles and have historically obtained access to electric utility poles through "joint use" agreements.[12] The Commission observed that such joint use arrangements typically provide incumbent LECs a number of advantages not afforded to telecommunications carrier and cable attachers, such as guaranteed space on poles, lower make-ready costs, and the ability to attach without obtaining advance approval.[13] In light of those differences, the Commission did not adopt a

---

[4] 47 U.S.C. § 224(d) (describing cable rate formula); *id.* § 224(e) (describing telecommunications carrier rate formula).

[5] *Pole Attachment Order*, 26 FCC Rcd at 5296-97, paras. 129-31 (discussing adoption of separate formulas for determining maximum allowable just and reasonable pole attachment rates for providers of cable service and telecommunications carriers). For purposes of Section 224, the term "telecommunications carrier"- which is otherwise defined as "any provider of telecommunications services," 47 U.S.C. § 153(51) - "does not include any incumbent local exchange carrier." *See* 47 U.S.C. § 224(a)(5).

[6] *Pole Attachment Order*, 26 FCC Rcd at 5244, para. 8. The Old Telecom Rate compensated pole owners for "fully allocated costs," which are the costs a pole owner incurs in installing and maintaining poles even if there are no other attachers. The New Telecom Rate excludes recovery for a number of these costs, and usually results in a rate that is closer to the Cable Rate. *Id.*, 26 FCC Rcd at 5300-01, paras. 141-42.

[7] *See id.*, 26 FCC Rcd at 5331, para. 209 ("incumbent LECs are entitled to pole attachment rates, terms and conditions that are just and reasonable pursuant to Section 224(b)(1)"); *see also id.* at 5243-44, 5327-28, 5330, paras. 8, 202, 208. Unlike cable and competitive LEC attachers, however, incumbent LECs have no right of access to utilities' poles pursuant to Section 224(f)(1). *Id.* at 5328, 5329-30, 5332-33, paras. 202, 207, 212 & n.643.

[8] *Id.* at 5328-29, para. 206.

[9] *Id.* at 5327, para. 199.

[10] *Id.* at 5244, para. 8.

[11] *Id.* at 5333, para. 214.

[12] *Id.* at 5334, para. 214.

[13] *Id.* at 5335, para. 216 n.654.

formula for calculating the rate to be paid by incumbent LECs, opting instead to resolve incumbent LEC disputes on a case-by-case basis in complaint proceedings brought before the Commission.[14] The Commission found it reasonable to use the Old Telecom Rate "as a reference point" in complaint proceedings filed by incumbent LECs to "account for particular arrangements that provide net advantages to incumbent LECs" relative to competitive LECs.[15]

B. The Joint Use Agreements and the Parties' Dispute

5. Dominion and both Verizon South and Verizon Virginia have longstanding relationships as joint users of poles owned by Dominion or Verizon in the parties' overlapping service areas in Virginia.[16] The record reflects that Dominion has at all times relevant to this proceeding owned approximately 65 percent of the parties' joint use poles.[17] In 2006, Dominion and Verizon South began negotiating a new joint use agreement to replace a prior agreement in effect since 1978.[18] Thereafter, Dominion and Verizon Virginia similarly agreed to replace their prior joint use agreement in effect since 1992.[19] Although the parties concluded negotiations and reached an agreement in principal in late 2010, Dominion and Verizon executed virtually identical agreements (Joint Use Agreements)[20] in May and August 2011, respectively,[21] with an effective date of January 1, 2011.[22]

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[14] *Id.* at 5328, 5334, paras. 203, 214. *See also id.* at 5287, para. 102 & n.319 (indicating that in order to expedite pole attachment complaints, "whenever possible, the Enforcement Bureau will resolve pole attachment complaints itself, to the extent permitted by its delegated authority.").

[15] *Id.* at 5337, para. 218.

[16] *See Verizon Virginia LLC and Verizon South Inc. v. Virginia Electric and Power Company d/b/a/ Dominion Virginia Power*, Proceeding No. 15-190, Bureau ID No. EB-15-MD-006, Pole Attachment Complaint, at 42, para. 90 (Aug. 3, 2015) (Compl.) (referencing the parties' decades-old relationship); *Verizon Virginia LLC and Verizon South Inc. v. Virginia Electric and Power Company d/b/a/ Dominion Virginia Power*, Proceeding No. 15-190, Bureau ID No. EB-15-MD-006, Response to Pole Attachment Complaint, at 4 (Nov. 18, 2015) (Resp.) (referencing a succession of reciprocal attachment agreements dating back over seventy years). Any reference to the parties' historic joint use agreements includes any predecessor companies of the parties, as relevant.

[17] The shared Dominion-Verizon network consists of [BEGIN CONFIDENTIAL] ████ [END CONFIDENTIAL] poles, with Dominion owning or controlling [BEGIN CONFIDENTIAL] ████ [END CONFIDENTIAL] poles (65 percent) and Verizon owning or controlling [BEGIN CONFIDENTIAL] ████ [END CONFIDENTIAL] poles (35 percent). *See* Compl. at 6-7, para. 6; Resp., Exh. B (Declaration of William Zarakas) at 3, para. 4 (Zarakas Decl.); Resp. at 13 ("[T]he parties agree that the balance of pole ownership between Dominion and Verizon has not varied over the last several decades of their joint use relationship."); *see also* Reply at 11.

[18] Compl., Exh. B (Affidavit of Stephen Mills) at 4, para. 10 (Mills Aff.); Resp., Exh. A (Declaration of Michael Graf) at 3, 5, paras. 5, 10 (Graf Decl.).

[19] Compl., Exh. B (Mills Aff.) at 4, para. 10; Resp., Exh. A (Graf Decl.) at 5, para. 10 n.9.

[20] *See* Compl., Exh. 1, General Joint-Use Agreement Between Verizon Virginia and Dominion (Jan. 1, 2011) (Verizon Virginia Agreement); Compl., Exh. 2, General Joint-Use Agreement Between Verizon South and Dominion (Jan. 1, 2011) (Verizon South Agreement).

[21] Compl. at 6, para. 5 & n.17; Resp. at 5 & n.14; *id.*, Exh. A (Graf Decl.) at 3, 5, 6, 7, paras. 5, 10, 14, 16; Compl., Exh. B (Mills Aff.) at 4, 6-7, paras. 10, 18. Although Verizon does not indicate when the Joint Use Agreements were executed, it does not dispute Dominion's representation that they were executed by Dominion and Verizon in May and August 2011, respectively.

[22] *See* Joint Use Agreements, Recitals.

6. The Joint Use Agreements reserve [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] of usable space on each pole to Dominion and [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] of usable space to Verizon.[23] They also include, *inter alia*, [BEGIN CONFIDENTIAL] [END CONFIDENTIAL][24] [BEGIN CONFIDENTIAL] [END CONFIDENTIAL][25] [BEGIN CONFIDENTIAL] [END CONFIDENTIAL][26]

7. In a letter dated October 8, 2013, Verizon notified Dominion of its request for [BEGIN CONFIDENTIAL] [END CONFIDENTIAL][27] Over the next several months, the parties participated in extensive negotiations, including private mediation, in an effort to resolve their differences regarding the annual pole rental rates.[28] In light of their failure to agree on an alternative rate framework, Dominion has continued to bill Verizon for its attachments to Dominion's poles in accordance with the Joint Use Agreements.[29]

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[23] Joint Use Agreements, Exh. D; Compl. at 10, para. 13; Resp. at 18.

[24] Joint Use Agreements, Art. 33 & Exhs. A-F. [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] *Id.*

[25] Joint Use Agreements, Art. 11.01.

[26] *Id.* Art. 11.02 states, however, that [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] Joint Use Agreements, Art. 11.02.

[27] Compl., Exh. 13 (Letter from Stephen Mills, Verizon, to Arlie Hahn, Dominion (Oct. 8, 2013) (October 2013 Letter)). Article 33.08 of the Joint Use Agreements states:

> [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] Joint Use Agreements, Art. 33.08.

[28] Compl. at 13-17, paras. 21-30; Resp. at 7-9. These discussions concluded on May 29, 2015. *See* Compl., Exh. 23 (Email from John Douglass, private mediator, to Christopher Huther, Counsel for Verizon, and Brett Heather Freedson, Counsel for Dominion (June 2, 2015)). Most recently, the parties participated in staff supervised mediation at the Commission. *See* Letter from Lisa Boehley, FCC, to Christopher Huther and Claire Evans, Verizon, and Brett Heather Freedson, Charles Zdebski, and Robert Gastner, Dominion (June 23, 2016) (commencing Mediation Process); Letter from Rosemary McEnery, FCC, to Christopher Huther and Claire Evans, Verizon, and Brett Heather Freedson, Charles Zdebski, and Robert Gastner, Dominion (Nov. 17, 2016) (concluding Mediation Process).

[29] Resp. at 9 & n.39 (referencing Joint Use Agreements, Arts. 33.07, 33.08). For their attachments on Dominion-owned poles, Verizon Virginia and Verizon South were charged under the Joint Use Agreements the following per pole rental rates for 2011 through 2015, respectively: [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] For its attachments on Verizon Virginia-owned poles during this same time

8. [BEGIN CONFIDENTIAL]

[END CONFIDENTIAL][32] In October 2016, Dominion provided to Verizon a "Notice of Default" alleging *inter alia* that Verizon had failed to remit full payment for annual pole rental fees for the 2015 and 2016 rate years.[33] Dominion alleges that Verizon has withheld more than $10 million of annual pole rental fees owed to Dominion under the parties' agreements.[34]

C. The Pole Attachment Complaint

9. In its Complaint, Verizon alleges that the annual pole rental rate in the Joint Use Agreements is unjust and unreasonable under Section 224 and the Commission's pole attachment rules.[35] According to Verizon, the "exorbitant" rate in the Joint Use Agreements "resulted from Dominion's superior bargaining power and the insufficiency of 'market forces and independent negotiations . . . to ensure just and reasonable rates.'"[36] Verizon maintains that it does not receive under the Joint Use Agreements "any unique benefits" that would justify a higher rate than the rates paid by other carriers that attach to Dominion's poles, and therefore asks the Commission to set its rate at the "properly calculated" New Telecom Rate and to refund to Verizon any "overpayments" it has made under the agreements since the

period, Dominion was charged under the Joint Use Agreements the following per pole rental rates: [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] For its attachments on Verizon South-owned poles, Dominion was charged under the Joint Use Agreements the following per pole rental rates: [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]

[30] Resp. at 23; Reply at 3, 56-57.

[31] Resp. at 23; Reply at 3, 5, 57. Dominion states that Verizon's 2015 payment represents 11 percent of the total annual pole rental fees invoiced for that year pursuant to the Joint Use Agreements. Resp. at 9.

[32] Resp. at 23; Reply at 3, 57. In November 2015, Dominion brought a state court action against Verizon in an effort to enforce the Joint Use Agreement rates. *See* Compl., *Va. Elec. and Power Co. v. Verizon Virginia LLC and Verizon South Inc.*, Case No. CL15-3029-00 (Va. Cir. Ct. Nov. 18, 2015) (pending).

[33] Letter from Anthony Barni, Dominion, to Verizon Virginia and Verizon South at 1-2 (Oct. 13, 2016) (providing Verizon 60 days under Article 13.03 of the Joint Use Agreements to "cure the above defaults"). Over Verizon's objections, Dominion notified Verizon upon expiration of the 60-day "cure period" of its plan, "effective immediately, [to decline] to authorize any additional attachments requested by Verizon" under the Joint Use Agreements. *See* Letter from Anthony Barni, Dominion, to Verizon South and Verizon Virginia at 1 (Dec. 13, 2016) (also reserving "the right to remove, without any further notice to Verizon . . . any attachment made without Dominion's authorization in violation of this mandate"); *see also* Letter from David Gudino, Verizon, to Anthony Barni, Dominion at 1 (Nov. 1, 2016); Letter from Christopher Huther, Verizon, to Brett Heather Freedson, Dominion at 1-2 (Dec. 9, 2016).

[34] Letter from Brett Heather Freedson, Dominion, to Christopher Killion, FCC at 1-2 (Jan. 6, 2017).

[35] Compl. at 5, 7-8, 50, paras. 1 (citing 47 U.S.C. § 224 and 47 CFR §§ 1.1401-1.1424), 8-9, 107. Both parties note that the Commonwealth of Virginia has not certified that it regulates the rates, terms, and conditions for pole attachments in the manner established by Section 224, such as would preempt the Commission's jurisdiction over pole attachments in Virginia. *See* Compl. at 5, para. 4; Resp. at 3.

[36] Compl. at 7-8, para. 8 (quoting *Pole Attachment Order*, 26 FCC Rcd at 5327, para. 199); Reply at 22.

July 12, 2011 effective date of the *Pole Attachment Order*.[37] In the alternative, if the Joint Use Agreements *do* provide Verizon a material advantage relative to competitive attachers, Verizon argues that it should pay no more than the Old Telecom Rate.[38]

III. DISCUSSION

A. Standards for Commission Review of Incumbent LEC Complaints

10. In the *Pole Attachment Order*, the Commission held that incumbent LEC attachers are entitled to the protections of Section 224(b), but "decline[d] . . . to adopt comprehensive rules governing" incumbent LEC pole attachments, opting instead "to proceed on a case-by-case basis."[39] The Commission identified certain factors that it would consider, however, in determining the "need for targeted Commission oversight to ensure just and reasonable rates, terms, and conditions" including, whether a particular joint use agreement pre or post-dates the *Pole Attachment Order*.[40] In particular, the Commission expressed reluctance to disturb terms or conditions in joint use agreements that were entered into prior to the adoption of the *Pole Attachment Order* between parties with relatively equal bargaining power, and indicated that it would be "unlikely to find the rates, terms and conditions in [such] ***existing*** joint use agreements unjust or unreasonable."[41] By contrast, the Commission stated that it would review ***new*** joint use agreements, *i.e.*, those entered into following adoption of the *Pole Attachment Order*, "based on the totality of those agreements," and consistent with the Commission's directives regarding similar treatment of similarly situated providers.[42]

11. In this case, Dominion asserts that the Joint Use Agreements are "existing" agreements, "entitled to the presumption of having resulted from balanced arms-length negotiations between Dominion and Verizon."[43] Dominion notes that the negotiations, which spanned several years, concluded prior to the *Pole Attachment Order* and that the effective date in the agreements predates the *Pole Attachment Order* by several months.[44] Dominion therefore urges the Commission "to defer to the negotiated terms and conditions" in those agreements.[45] In its Reply, Verizon argues that, unlike the "historic" joint use agreements contemplated in the Commission's discussion, the present agreements are not long-standing and were not signed until after the date of the *Pole Attachment Order*, giving the parties

[37] Compl. at 7-8, 17-39, 43-46, paras. 8, 32-84, 93-98; *see also Verizon Virginia LLC and Verizon South Inc. v. Virginia Electric and Power Company d/b/a/ Dominion Virginia Power*, Proceeding No. 15-190, Bureau ID No. EB-15-MD-006, Pole Attachment Complaint Reply at 77 (Feb. 9, 2016) (Reply). [BEGIN CONFIDENTIAL] END CONFIDENTIAL] Compl. at 3-4 & n.11; Reply at 22-23, 58-59.

[38] Compl. at 48-49, paras. 101-104; Reply at 83 n.462.

[39] *Pole Attachment Order*, 26 FCC Rcd at 5334, para. 214.

[40] *Id.*, 26 FCC Rcd at 5243-44, 5328, 5333-37, paras. 8, 203, 214-19.

[41] *Id.*, 26 FCC Rcd at 5334-35, para. 216 (emphasis added) & n.654 ("Nothing in the record suggests that existing agreements between incumbent LECs and electric utilities were entered into with the expectation that their provisions would be subject to Commission review.").

[42] *Id.*, 26 FCC Rcd at 5336, para. 216 & n.656.

[43] Resp. at 12.

[44] *Id.*

[45] *Id.* at 11 (noting that the Commission has "repeatedly stated its intent to defer to the negotiated terms and conditions of historic joint use agreements, such as those governing the relationship between Dominion and Verizon").

reason to expect that their provisions would be subject to Commission review.[46]

12. Due to the unique circumstances presented here, we conclude that the Joint Use Agreements should be considered "new" agreements, notwithstanding their pre-*Pole Attachment Order* effective date, because (1) they were executed several months after the Commission released the *Pole Attachment Order*, thus affording both parties the opportunity to assess their rights and responsibilities under that order,[47] and (2) they were not simply extensions of long-standing agreements, [BEGIN CONFIDENTIAL] [END CONFIDENTIAL][48]

13. Although Dominion concedes that an incumbent LEC's inferior bargaining position and inability to terminate an agreement are also factors the Commission may consider in evaluating an incumbent LEC's pole attachment complaint, it claims that Verizon has demonstrated neither circumstance.[49] We disagree. While pointing to rate reductions accorded Verizon in the Joint Use Agreements as evidence of Verizon's bargaining power, Dominion fails to mention that, after four years of intensive rate negotiations, the rate reductions to which it refers were offset by significantly greater rate reductions achieved by Dominion.[50] After four years of negotiations, the record reflects that the per-pole rate charged to Verizon [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] even though Dominion uses significantly more space on each joint use pole than Verizon.[51] The record also reflects a consistent disparity in relative pole ownership levels throughout the course of the parties' joint use relationship, with Dominion owning 65 percent and Verizon owning 35 percent of the joint use poles at all relevant times.[52] Recognizing the Commission's

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[46] Reply at 8-10; *id.* at 10 ("The Joint Use Agreement[s] remain[] 2011 agreement[s] signed with complete knowledge of the Commission's rate reforms.").

[47] Compl. Exh. 18 (Letter from Steven Mills, Verizon, to Arlie Hahn, Dominion at 1 (March 25, 2014) (noting that "the current agreements were signed a few months after the FCC 11-50 ruling . . . .") (March 2014 Letter)); Resp., Exh. A (Graf Decl.) at 7, para. 16 (noting that Dominion signed the Joint Use Agreements in May 2011, but did not receive the countersigned documents from Verizon until August 1, 2011).

[48] *See, e.g.*, Resp., Exh. A (Graf Decl.) at 3, paras. 5, 6 (noting that the Joint Use Agreements were the "first identical agreements that Dominion authorized for both of Verizon's operating companies within the parties' shared service area[,]"[BEGIN CONFIDENTIAL] [END CONFIDENTIAL]; Resp., Exh. C (Declaration of Michael Roberts) at 3, para. 7 (Roberts Decl.) [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]

[49] Resp. at 11.

[50] Resp. at 13 (stating that the Joint Use Agreements resulted in a [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]

[51] *See* Section III.B *infra*.

[52] Compl. at 11, para. 16; Resp. at 4-5. Although Dominion faults Verizon for not doing more to increase its own pole ownership stake in the parties' joint use network, it concedes that Verizon [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] *See* Resp. at 13-14; Resp., Exh. A (Graf Decl.) at 5-6, paras. 12-13. Dominion also claims that Verizon could have increased its pole

concern that an incumbent LEC's minority pole ownership status may negatively impact the incumbent LEC's bargaining position, we find that Dominion's nearly two-to-one pole ownership advantage, along with the significant disparity in the per-pole rates charged to each party, constitutes probative evidence of Verizon's inferior bargaining position relative to Dominion.[53]

14. Finally, review of the Joint Use Agreements is appropriate based on evidence demonstrating that Verizon "genuinely lacks the ability to terminate [the agreements] and obtain a new arrangement."[54] [BEGIN CONFIDENTIAL]

[END CONFIDENTIAL] we agree with Verizon that it "genuinely lacks the ability to terminate" the agreements.[55]

B. The Joint Use Agreement Rate Is Not Just and Reasonable Under Section 224(b)

15. Verizon offers two main arguments to support its claim that the Joint Use Agreement rates are not just and reasonable. First, Verizon argues that any unique advantages that it receives under the Joint Use Agreements do not justify a rate that it contends is [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] According to Verizon, the 2015 New and Old Telecom Rates were $6.51 and $9.87 "per pole," respectively.[56] By Verizon's calculations, the [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] per pole rate that it pays under the Joint Use Agreements therefore exceeds the New Telecom Rate by approximately [BEGIN

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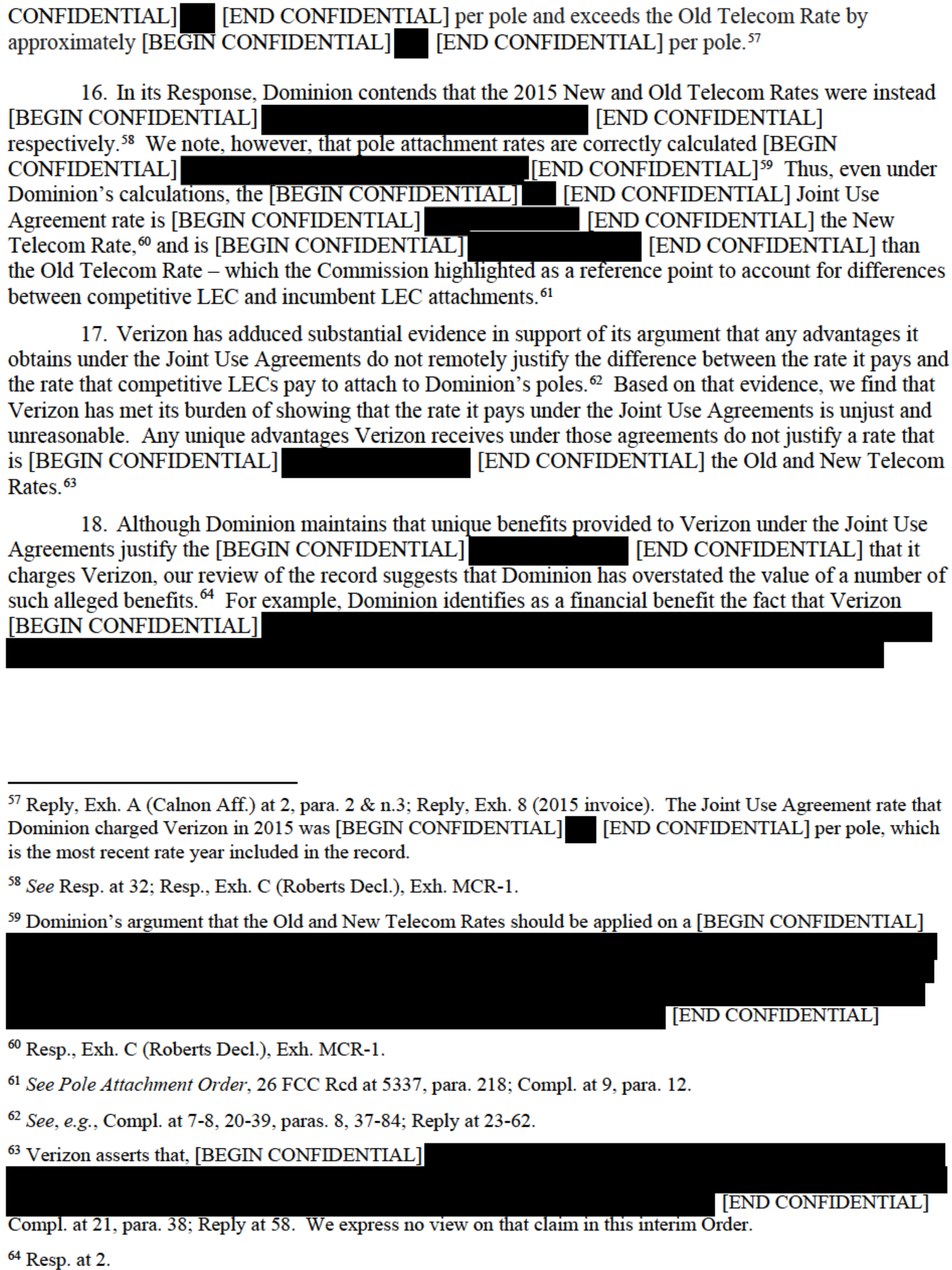
ownership stake by [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]

[53] *Pole Attachment Order*, 26 FCC Rcd at 5327, para. 199 (noting potential impact of disparate pole ownership on parties' relative bargaining power); *see also id.* at 5329, para. 206 & n.618 (expressing concern that, because electric utilities, in the aggregate, own approximately 65-70 percent of all poles today, "incumbent LECs . . . may not be in an equivalent bargaining position with electric utilities in pole attachment negotiations in some cases"). Dominion asserts that, because the parties' relative ownership percentages have not varied over the years, the 65-35 ratio here does not implicate Commission concerns about unequal bargaining power given that the Commission stated a concern only with respect to *increasing* pole ownership disparities between utilities and incumbent LECs. Resp. at 12-13. The Commission, however, did not limit its holding to situations in which a pole ownership disparity was increasing, and we reject the suggestion that such a limitation was intended given that it would deny relief to incumbent LECs whose inferior bargaining positions have continuously impacted their ability to negotiate a just and reasonable rate over time. *See Pole Attachment Order*, 26 FCC Rcd at 5334-35, para. 216 (noting that "long-standing agreements *generally* were entered into at a time when incumbent LECs . . . were in a more balanced negotiating position with electric utilities, at least based on relative pole ownership.") (emphasis added).

[54] *See Pole Attachment Order*, 26 FCC Rcd at 5335-36, para. 216 ("To the extent that an incumbent LEC can demonstrate that it genuinely lacks the ability to terminate an existing agreement and obtain a new arrangement, the Commission can consider that as appropriate in a complaint proceeding.").

[55] *See* Joint Use Agreements, Art. 11.01 (stating in relevant part: [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] Compl. at 6, para. 5 (quoting *Pole Attachment Order*, 26 FCC Rcd at 5335-36, para. 216); *see also id.* at 6 n.19; Reply at 11.

[56] *See* Reply at 83 & n.462.



CONFIDENTIAL] [END CONFIDENTIAL] per pole and exceeds the Old Telecom Rate by approximately [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] per pole.[57]

16. In its Response, Dominion contends that the 2015 New and Old Telecom Rates were instead [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] respectively.[58] We note, however, that pole attachment rates are correctly calculated [BEGIN CONFIDENTIAL] [END CONFIDENTIAL][59] Thus, even under Dominion's calculations, the [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] Joint Use Agreement rate is [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] the New Telecom Rate,[60] and is [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] than the Old Telecom Rate – which the Commission highlighted as a reference point to account for differences between competitive LEC and incumbent LEC attachments.[61]

17. Verizon has adduced substantial evidence in support of its argument that any advantages it obtains under the Joint Use Agreements do not remotely justify the difference between the rate it pays and the rate that competitive LECs pay to attach to Dominion's poles.[62] Based on that evidence, we find that Verizon has met its burden of showing that the rate it pays under the Joint Use Agreements is unjust and unreasonable. Any unique advantages Verizon receives under those agreements do not justify a rate that is [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] the Old and New Telecom Rates.[63]

18. Although Dominion maintains that unique benefits provided to Verizon under the Joint Use Agreements justify the [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] that it charges Verizon, our review of the record suggests that Dominion has overstated the value of a number of such alleged benefits.[64] For example, Dominion identifies as a financial benefit the fact that Verizon [BEGIN CONFIDENTIAL]

[57] Reply, Exh. A (Calnon Aff.) at 2, para. 2 & n.3; Reply, Exh. 8 (2015 invoice). The Joint Use Agreement rate that Dominion charged Verizon in 2015 was [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] per pole, which is the most recent rate year included in the record.

[58] *See* Resp. at 32; Resp., Exh. C (Roberts Decl.), Exh. MCR-1.

[59] Dominion's argument that the Old and New Telecom Rates should be applied on a [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]

[60] Resp., Exh. C (Roberts Decl.), Exh. MCR-1.

[61] *See Pole Attachment Order*, 26 FCC Rcd at 5337, para. 218; Compl. at 9, para. 12.

[62] *See, e.g.*, Compl. at 7-8, 20-39, paras. 8, 37-84; Reply at 23-62.

[63] Verizon asserts that, [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] Compl. at 21, para. 38; Reply at 58. We express no view on that claim in this interim Order.

[64] Resp. at 2.

[END CONFIDENTIAL][65] The Joint Use Agreements, however, [BEGIN CONFIDENTIAL] [END CONFIDENTIAL][66] Where Verizon performs a particular service itself and incurs costs comparable to its competitors in performing that service, we agree with Verizon that Dominion may not "embed in Verizon's rental rate costs that Dominion does not incur."[67]

19. In addition, although Dominion argues that it is [BEGIN CONFIDENTIAL] [END CONFIDENTIAL][68] [END CONFIDENTIAL]

20. Moreover, with only a few exceptions, Dominion does not quantify the purported material advantages that Verizon receives under the Joint Use Agreements and therefore fails to justify charging rates [BEGIN CONFIDENTIAL] [END CONFIDENTIAL][70] Where Dominion does attempt to assign a monetary value to particular purported advantages, it generally presents those values as the amount that all of its licensees "collectively" paid, thus omitting the information needed to analyze whether, and, if so, the extent to which, Verizon has been advantaged relative to a typical competitor or an average of its competitors.[71]

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[65] *See* Resp. at 19-20; Resp., Exh. A (Graf Decl.), Exh. MAG-1 at 1-2 [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]

[66] *See* Joint Use Agreements, Art. 15.03 [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]; Compl., Exh. C (Hansen Aff.) at 3-4, para. 8 [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]

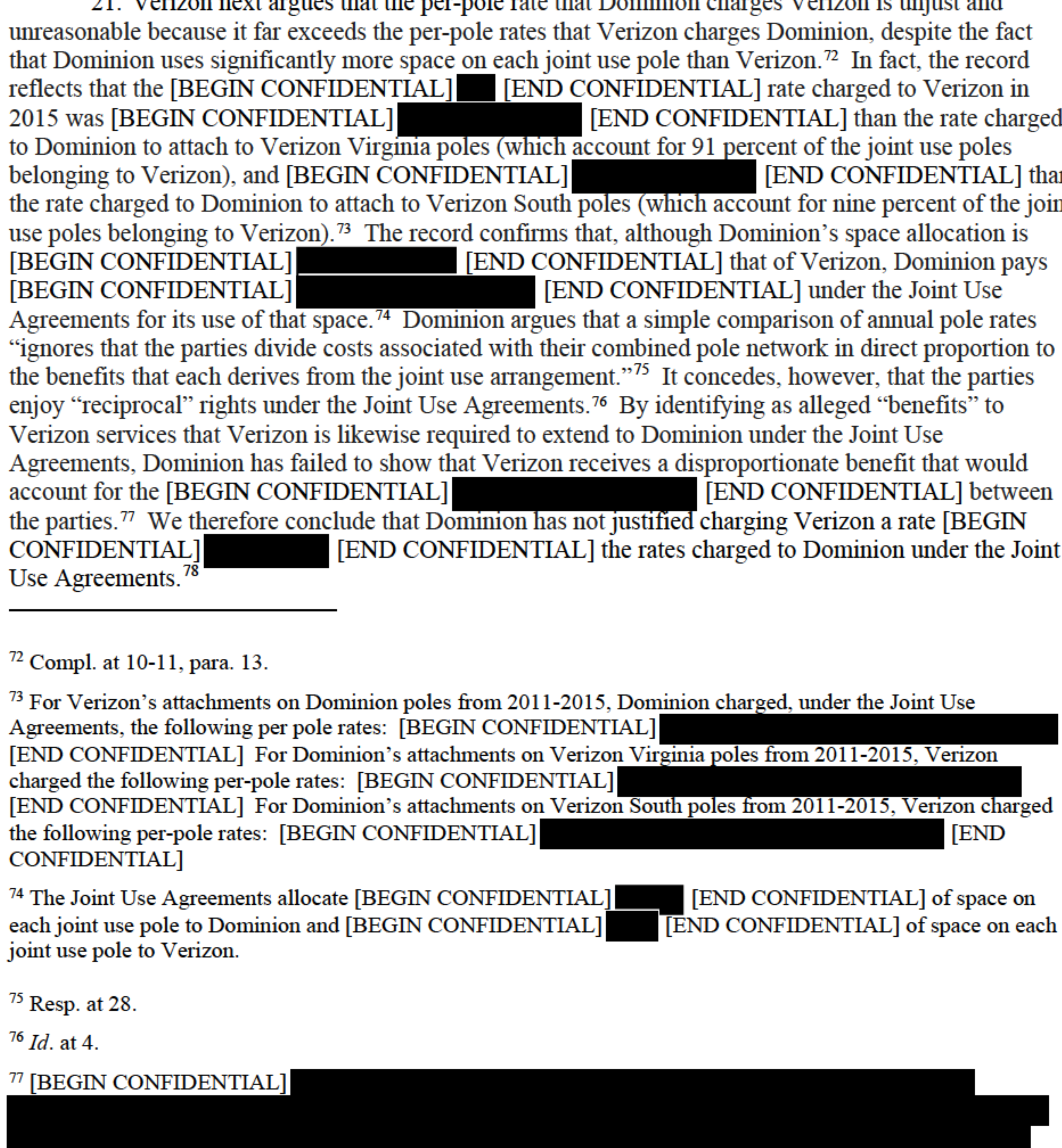
[67] Reply at 32; *id.* at 31-33 (arguing that where Verizon pays for its own [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] by performing the work itself, and Dominion does not identify any costs that Verizon has not covered, Dominion may not justify charging higher rates to Verizon based on costs that only Verizon incurs). To charge a higher rate on this basis would effectively double charge Verizon – once when Verizon performs work [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]

[68] *See, e.g.*, Resp., Exh. A (Graf Decl.), Exh. MAG-1 at 2 (citing Joint Use Agreements, Arts. 17.01, 20.01, 21.01).

[69] Compl., Exh. A (Affidavit of Mark S. Calnon) at 37, paras. 77-79 (Calnon Aff.); Reply at 36-37; Joint Use Agreements, Art. 26.01 [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]

[70] Once a *prima facie* showing has been made by the complainant, the Commission's pole attachment complaint rules require the respondent to "set forth justification for the rate, term or condition alleged in the complaint not to be just and reasonable." *See* 47 CFR § 1.1407(a).

[71] *See, e.g.*, Resp. at 19 ("Dominion estimates that [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]; Resp., Exh. A (Graf Decl.), Exh. MAG-1 at 5 ("Over the 2011-2014 time frame, [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]



21. Verizon next argues that the per-pole rate that Dominion charges Verizon is unjust and unreasonable because it far exceeds the per-pole rates that Verizon charges Dominion, despite the fact that Dominion uses significantly more space on each joint use pole than Verizon.[72] In fact, the record reflects that the [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] rate charged to Verizon in 2015 was [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] than the rate charged to Dominion to attach to Verizon Virginia poles (which account for 91 percent of the joint use poles belonging to Verizon), and [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] than the rate charged to Dominion to attach to Verizon South poles (which account for nine percent of the joint use poles belonging to Verizon).[73] The record confirms that, although Dominion's space allocation is [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] that of Verizon, Dominion pays [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] under the Joint Use Agreements for its use of that space.[74] Dominion argues that a simple comparison of annual pole rates "ignores that the parties divide costs associated with their combined pole network in direct proportion to the benefits that each derives from the joint use arrangement."[75] It concedes, however, that the parties enjoy "reciprocal" rights under the Joint Use Agreements.[76] By identifying as alleged "benefits" to Verizon services that Verizon is likewise required to extend to Dominion under the Joint Use Agreements, Dominion has failed to show that Verizon receives a disproportionate benefit that would account for the [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] between the parties.[77] We therefore conclude that Dominion has not justified charging Verizon a rate [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] the rates charged to Dominion under the Joint Use Agreements.[78]

[72] Compl. at 10-11, para. 13.

[73] For Verizon's attachments on Dominion poles from 2011-2015, Dominion charged, under the Joint Use Agreements, the following per pole rates: [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] For Dominion's attachments on Verizon Virginia poles from 2011-2015, Verizon charged the following per-pole rates: [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] For Dominion's attachments on Verizon South poles from 2011-2015, Verizon charged the following per-pole rates: [BEGIN CONFIDENTIAL] [END CONFIDENTIAL]

[74] The Joint Use Agreements allocate [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] of space on each joint use pole to Dominion and [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] of space on each joint use pole to Verizon.

[75] Resp. at 28.

[76] *Id*. at 4.

[77] [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] *See* Resp., Exh. B (Zarakas Decl.) at 8, para. 14.

[78] *See Pole Attachment Order*, 26 FCC Rcd at 5337, para. 219 ("[I]n evaluating an incumbent LEC's complaint, the Commission may also consider the rates, terms and conditions that the incumbent LEC offers to the electric utility or other attachers for access to the incumbent LEC's poles, including whether they are more or less favorable than the rates, terms and conditions the incumbent LEC is seeking."); *see also id.*, 26 FCC Rcd at 5337, para. 218 n.662 (anticipating that incumbent LECs and electric utilities would charge each other roughly the same proportionate rate given the parties' relative usage of the pole "such as the same rate per foot of occupied space"). Verizon asserts that the rate it is charged under the Joint Use Agreements also [BEGIN CONFIDENTIAL]

22. Accordingly, because Dominion has provided insufficient justification for the Joint Use Agreement rates, we conclude that the rate charged to Verizon under those agreements is unjust and unreasonable. We encourage the parties to negotiate an agreed-upon rate that is consistent with the guidance provided herein. Although we do not establish a new pole attachment rate at this time, we commit to doing so in a subsequent order if the parties are unable to achieve a negotiated resolution of the issues in dispute.[79]

C. Verizon Is Entitled to a Refund of Overpayments Made to Dominion

23. Verizon contends that the "sign and sue rule" permits it to challenge the unjust and unreasonable rates in the Joint Use Agreements and to seek a refund under Rule 1.1410(a)(3)[80] of any amounts it is determined to have overpaid dating back to the effective date of the *Pole Attachment Order*.[81] We agree.[82]

24. Under the Commission's "sign and sue rule," "an attacher may execute a pole attachment agreement with a utility, and then later file a complaint challenging the lawfulness of a provision of that agreement."[83] The rule was adopted at a time when only cable operators and competitive LECs, and not incumbent LECs, were deemed to have a right to just and reasonable rates, terms, and conditions under Section 224(b). In adopting the sign and sue rule, the Commission expressed concern that utilities' "monopoly control" over poles could force attachers to accept unreasonable terms as a condition for gaining timely access to utility poles.[84] The Commission also has observed a need for the sign and sue

END CONFIDENTIAL]

[79] *See* Section IV *infra*.

[80] 47 CFR § 1.1410(a)(3) (stating that if the Commission determines that a rate is unjust and unreasonable, it may order a refund of "the difference between the amount paid under the unjust and/or unreasonable rate … and the amount that would have been paid under the rate … established by the Commission, plus interest, consistent with the statute of limitations").

[81] Compl. at 7-8, para. 8 (arguing that it was compelled to enter into agreements as a result of "Dominion's superior bargaining power and the insufficiency of market forces and independent negotiations" to ensure just and reasonable rates) (internal quotations omitted); *see also id.* at 11-17, 42-43, 46, paras. 15-31, 91, 98; Reply at 9, 77 (asking the Commission to "set Verizon's just and reasonable rate as of July 12, 2011 at the properly calculated new telecom rate and order Dominion to refund [the amount of any] net rentals that Verizon has since overpaid."). Verizon also asks the Commission to impose new just and reasonable rates on a prospective basis.

[82] Any rate relief for the pre-Complaint period is subject to true up and therefore must take into account all amounts invoiced and paid after July 12, 2011.

[83] *Implementation of Section 224 of the Act; A National Broadband Plan for Our Future*, Order and Further Notice of Proposed Rulemaking, 25 FCC Rcd 11864, 11905, para. 99 (2010); *Southern Co. Servs. v. FCC*, 313 F.3d 574, 578 (D.C. Cir. 2002) (under the "sign and sue" rule, "an attacher may 'sign' a contract with a utility and later file a complaint with the FCC to contest an element of that agreement deemed to be unfair").

[84] *See, e.g., Amendment of the Commission's Rules and Policies Governing Pole Attachments; Implementation of Section 703(e) of the Telecommunications Act of 1996*, Consolidated Partial Order on Reconsideration, 16 FCC Rcd 12103, 12112, para. 13 (2001) (noting that "the original purpose of the Pole Attachment Act" was "to prevent utilities from charging monopoly rents to attach to their bottleneck facilities" and that "[n]othing in the record demonstrates that the utilities' monopoly over poles has since changed"); *Pole Attachment Order*, 26 FCC Rcd at 5294, para. 123 ("the sign and sue rule was adopted in recognition that in some situations . . . an attacher may be

rule in situations where an attacher "acquiesces in a utility's 'take it or leave it' demand that it pay more than the statutory maximum . . . without any *quid pro quo* other than the ability to attach its wires on unreasonable or discriminatory terms."[85]

25. When the Commission first held in the *Pole Attachment Order* that incumbent LEC attachers are entitled to just and reasonable rates, terms, and conditions under Section 224(b), it recognized the need to "account[] for the potential differences between incumbent LECs and telecommunications carrier or cable operator attachers[,]" including with respect to applying the sign and sue rule to incumbent LECs.[86] At that time, the Commission considered it unlikely that electric utilities would attempt to coerce incumbent LECs to accept unreasonable terms by threatening a loss of access to the utilities' poles, "given the likelihood that incumbent LECs [as pole owners themselves] would, in response, deny electric utilities access to their poles."[87] Nonetheless, the Commission allowed for the possibility that incumbent LEC attachers, like cable and competitive LEC attachers, may be coerced to enter pole attachment agreements that include unjust and unreasonable terms as a result of a utility's unequal bargaining power.[88] In such a case, the Commission determined that "the 'sign and sue' rule will apply [] in a manner similar to its application in the context of pole attachment agreements between pole owners and either [cable or competitive LEC attachers]."[89]

26. The record reveals that, after years of intensive rate negotiations, Verizon faced a choice to accept what it believed were unjust and unreasonable rates under the Joint Use Agreements or [BEGIN CONFIDENTIAL] [END CONFIDENTIAL][90] While the record does not suggest that Dominion threatened Verizon with loss of access to its poles, the evidence reflects that Verizon nonetheless was coerced into signing the Joint Use Agreements as a result of Dominion's superior bargaining position.[91] In particular, years of rate negotiations had failed to achieve [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] in Verizon's net per pole rate,[92] and Verizon's leverage and options were further constrained by [BEGIN CONFIDENTIAL] [END CONFIDENTIAL][93] That is, [BEGIN CONFIDENTIAL]

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forced to execute a pole attachment agreement containing what it believes to be unjust and unreasonable terms in order to gain timely access to the utility's poles.").

[85] *See Pole Attachment Order*, 26 FCC Rcd at 5294, para. 123 n.380 (quoting *Southern Co. Servs.*, 313 F.3d at 583 (quoting Commission Brief with approval); *see also Southern Co. Servs.*, 313 F.3d at 583 ("sign and sue" is likely to arise where "the attacher has agreed, for one reason or another, to pay a rate above the statutory maximum . . . to which it is entitled under the Pole Attachments Act and the Commission's rules").

[86] *Pole Attachment Order*, 26 FCC Rcd at 5333, para. 214; *id.* at 5335, para. 216 n.655.

[87] *Id.* at 5335, para. 216 n.655.

[88] *Id.*

[89] *Id.*

[90] In 2010, Verizon Virginia and Verizon South paid a gross rate of [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] under the parties' prior agreements. *See* Resp. at 13; Compl. at 41, para. 88 & n.221.

[91] Denial of access to a utility's poles represents one possible scenario that may support an attacher's right to sign and sue. *Pole Attachment Order*, 26 FCC Rcd at 5335, para. 216 n.655.

[92] *See* Section III.B *supra*.

[93] Compl., Exh. 5 (Verizon Virginia predecessor agreement), Art. 8; *id.*, Exh. 7 (Verizon South predecessor agreement), Art. VIII [BEGIN CONFIDENTIAL] [END CONFIDENTIAL].

END CONFIDENTIAL][94] Verizon's choices were reduced to accepting the Joint Use Agreement rates or remaining locked into even higher rates indefinitely pending final resolution of any formal proceedings brought to challenge those rates. Under these circumstances, Verizon's decision to sign the Joint Use Agreements and then file a complaint challenging the agreement rates, constitutes a valid exercise of its sign and sue rights.[95]

27. Dominion argues that, even if the sign and sue rule were applicable here, Verizon did not properly invoke the sign and sue rule or take steps necessary to preserve its sign and sue rights.[96] For example, Dominion suggests that, after release of the *Pole Attachment Order*, Verizon was required to notify it before signing the Joint Use Agreements, if Verizon believed that the agreement rates were unlawful under that order.[97] The *Pole Attachment Order* expressly rejected a proposed rule that would have required an attacher to provide a utility written notice of its objections to a proposed pole attachment agreement, during contract negotiations, as a prerequisite to later bringing a complaint challenging the executed agreement.[98]

28. Dominion's suggestion that the requested relief should be rejected because Verizon unduly delayed filing its complaint is similarly without merit.[99] In the *Pole Attachment Order*, the Commission declined to impose time limits on the filing of pole attachment complaints and, instead, determined to allow monetary recovery dating back as far as the July 12, 2011 effective date of the order, "consistent with the applicable statute of limitations."[100] In this case, it appears that Verizon signed the Joint Use Agreements in August of 2011[101] and, at the earliest opportunity permitted under the agreements, [BEGIN CONFIDENTIAL] [END CONFIDENTIAL][102] The

[94] Compl., Exh. 5 (Verizon Virginia predecessor agreement), Art. 3; *id.*, Exh. 7 (Verizon South predecessor agreement), Art. III [BEGIN CONFIDENTIAL] [END CONFIDENTIAL].

[95] *See generally Pole Attachment Order*, 26 FCC Rcd at 5333, 5335, paras. 214, 216 n.655 (recognizing the need to "account[] for the potential differences between incumbent LECs and telecommunications carrier or cable operator attachers[,]" including with respect to applying the sign and sue rule to incumbent LECs); *id.* at 5335-36, para. 216 ("To the extent that an incumbent LEC can demonstrate that it genuinely lacks the ability to terminate an existing agreement and obtain a new arrangement, the Commission can consider that as appropriate in a complaint proceeding.").

[96] Resp. at 17 n.79; *id.* at 16-17 (suggesting that, if Verizon believed the Joint Use Agreement rates were unjust and unreasonable, it could have demanded further negotiations before signing them or it could have signed them and then exercised its "sign and sue" rights thereafter, and asserting that "Verizon did neither").

[97] Resp. at 16.

[98] *Pole Attachment Order*, 26 FCC Rcd at 5292-95, paras. 119-25.

[99] *See* Resp. at 17.

[100] *Pole Attachment Order*, 26 FCC Rcd at 5287-90, 5334, paras. 106, 110-12, 214 & nn.343, 345, 647; *id.* at 5289, para. 110 (reasoning that the former rule, which allowed recovery only from the date the complaint was filed, fails to make injured attachers whole, and is inconsistent with the way claims for monetary recovery are generally treated under the law).

[101] Resp. at 5 (citing Graf Decl., para. 16); Reply at 8-9.

[102] Compl., Exh. 13 (October 2013 Letter); Joint Use Agreements, Art. 33.08 [BEGIN CONFIDENTIAL] [END CONFIDENTIAL].

record shows that the parties then embarked on another 20 months of rate negotiations that concluded on May 29, 2015 without resolving the contested issues, and that Verizon then filed its Complaint on August 3, 2015.[103] Consistent with the Commission's decision authorizing refunds to extend back as far as the applicable statute of limitations allows,[104] but no earlier than the *Pole Attachment Order* effective date, we reject the suggestion that, by waiting until August 3, 2015, Verizon unduly delayed filing its Complaint.[105]

IV. CONCLUSION

29. In light of our interim findings that the Joint Use agreement rate is not just and reasonable, we direct the parties to meet and confer in an effort to resolve the remaining disputes. The parties should report to Commission staff within 30 days as to their progress. If the case cannot be resolved by settlement, Commission staff will conduct any further proceedings necessary to issue a subsequent order resolving all remaining issues and setting a just and reasonable pole attachment rate.

30. Accordingly, IT IS ORDERED, pursuant to the authority contained in Sections 4(i), 4(j), 208, 224, 301, 303, 304, 309, 316, and 332 of the Communications Act, 47 U.S.C. §§ 154(i), 154(j), 208, 224, 301, 303, 304, 309, 316, and 332, and Sections 0.111(a)(12), 0.311, 1.720-1.735, and 1.1401-1.1424 of the Commission's rules, 47 CFR §§ 0.111(a)(12), 0.311, 1.720-1.735, and 1.1401-1.1424, that the Complaint is GRANTED, in part, to the extent set forth in this Order.

FEDERAL COMMUNICATIONS COMMISSION

Rosemary H. McEnery
Acting Chief
Market Disputes Resolution Division

[103] Compl. at 13-17, paras. 21-30; Resp. at 7-9; Compl., Exh. 23 [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] (May 29, 2015)).

[104] Verizon contends that Section 8.01-246(2) of the Virginia Code provides the applicable statute of limitations in this case and that its Complaint was filed within the five-year limitations period specified therein. *See* Reply at 9 n.33. Dominion does not dispute this contention.

[105] We also reject Dominion's claim that Verizon's alleged failure to comply with Rule 1.1404(k) offers a basis to deny the requested relief. Resp. at 38-40. Dominion does not dispute that Verizon engaged in extensive executive-level discussions, [BEGIN CONFIDENTIAL] [END CONFIDENTIAL] in a serious effort to resolve the parties' dispute prior to filing its Complaint. Contrary to Dominion's claim, however, the record reflects that Verizon's March 25, 2014 letter, in conjunction with other correspondence within the same timeframe, fully outlined the basis for Verizon's demand for a just and reasonable rate under Section 224(b) and the *Pole Attachment Order*. *See*, *e.g.*, Compl., Exhs. 13, 14, 16, 18, 22, 23. Based on evidence that Verizon fully complied with the substantive goals and requirements of Rule 1.1404(k) (i.e., executive-level, pre-Complaint coordination and preview of substantive allegations), we find good cause to waive any procedural aspect of the rule with which Verizon may not have strictly complied. *See* 47 CFR § 1.3 (allowing waiver of Commission rule for "good cause shown").

Attachment B

Steve Mills
Consultant Contract Management
502 E. Piedmont St
Culpeper, VA 22701
Stephen.c.mills@verizon.com
(540) 829-2711

November 2, 2017

Deanna DeWitt
Supervisor Joint Use and Cable Locating
FirstEnergy Service Company
800 Cabin Hill Dr
Room M221
Greensburg, PA 15601
(724) 830-5967

BY EMAIL AND CERTIFIED MAIL

Dear Deanna,

Thank you for providing us a copy of Met-Ed's 2017 draft license agreement. Our purpose in originally requesting the draft back in early 2012 was to determine how the provisions of the draft license agreement, including the pole rental rate, compare to those being discussed in our ongoing effort to reach agreement on a new joint use agreement. Our review revealed that terms of the draft license agreement are not materially different from the terms of the parties' current Joint Use Agreements or the draft joint use agreement that we have been negotiating. In this respect, the draft license agreement confirms our view that Verizon has been entitled to the FCC's new telecom rental rate since the FCC issued its Pole Attachment Order back in 2011.

The Commission's recent Order in the Dominion pole attachment complaint proceeding fully supports our conclusion. The FCC's Enforcement Bureau vacated the rental rate in a "new" agreement because it was not just and reasonable and confirmed that Verizon was entitled to a refund of overpayments above the "just and reasonable' rate since the effective date of the Order. The Enforcement Bureau further confirmed that rate relief would also be warranted under an "existing" agreement if it, like the agreements here, was entered when the ILEC's pole ownership numbers placed it in an inferior bargaining position. In the Dominion proceeding, a 65% to 35% pole ownership disparity was sufficient to justify rate relief. Here, the disparity is even greater, with Met-Ed owning 81% of the joint use poles now and when the current rates were imposed on Verizon.

The Commission's Dominion Order and its pending Infrastructure NPRM confirm that the parties should be negotiating an appropriate new telecom rate for Verizon. Under our joint use arrangement, Verizon bears significant pole maintenance and replacement costs that are not imposed on our competitors. As such, Verizon does not enjoy any advantages that would justify a departure from the new telecom rate. Even under the draft joint use agreement, Verizon would not have an advantage over its competitors because we have worked to negotiate an agreement with modernized cost-causer terms and conditions.

While we appreciate Met-Ed's willingness to modify its rates, its series of offers all result in Verizon continuing to make a net annual pole payment in the [REDACTED] dollar range. For example, in 2016, Met-Ed invoiced Verizon for about [REDACTED]. Met-Ed's next rate offer, in April 2017, reduced that payment by $465. Similarly, its July offer would require Verizon to continue paying nearly [REDACTED] in annual payments – about a 1.5% discount off the 2016 invoiced amount. In stark contrast, were Verizon and Met-Ed to pay properly calculated proportional new telecom rates, the limited data currently available to Verizon shows that Verizon's annual net payment, using 2016 cost data, should be about $795,000, and possibly lower.

The latest rate offered by Met-Ed is [REDACTED], which is over [REDACTED] times the [REDACTED] new telecom rate that Met-Ed charges Verizon's competitors. In addition to this rate not being calculated under the new telecom rate formula, it is inflated by Met-Ed assigning Verizon 3 feet of occupied space, even though Verizon does not use 3 feet of space on Met-Ed's poles (nor is Verizon even allocated 3 feet of space under the Joint Use Agreements). Met-Ed also uses an average of 3.33 attaching entities but has not provided any survey evidence that supports this number. Verizon also notes that the number is different from Met-Ed's earlier position that its poles average 4 attaching entities. In the absence of actual data, the FCC's presumptive inputs apply.

In the Dominion Order, the Commission found that it was unjust and unreasonable for a power company to demand that Verizon pay a higher rate than the power company is willing to pay for the use of more space on each joint use pole. In our case, while Met-Ed occupies significantly more space on each pole than Verizon, it proposes to pay Verizon [REDACTED] per pole for that space, while proposing to charge Verizon [REDACTED] per pole.

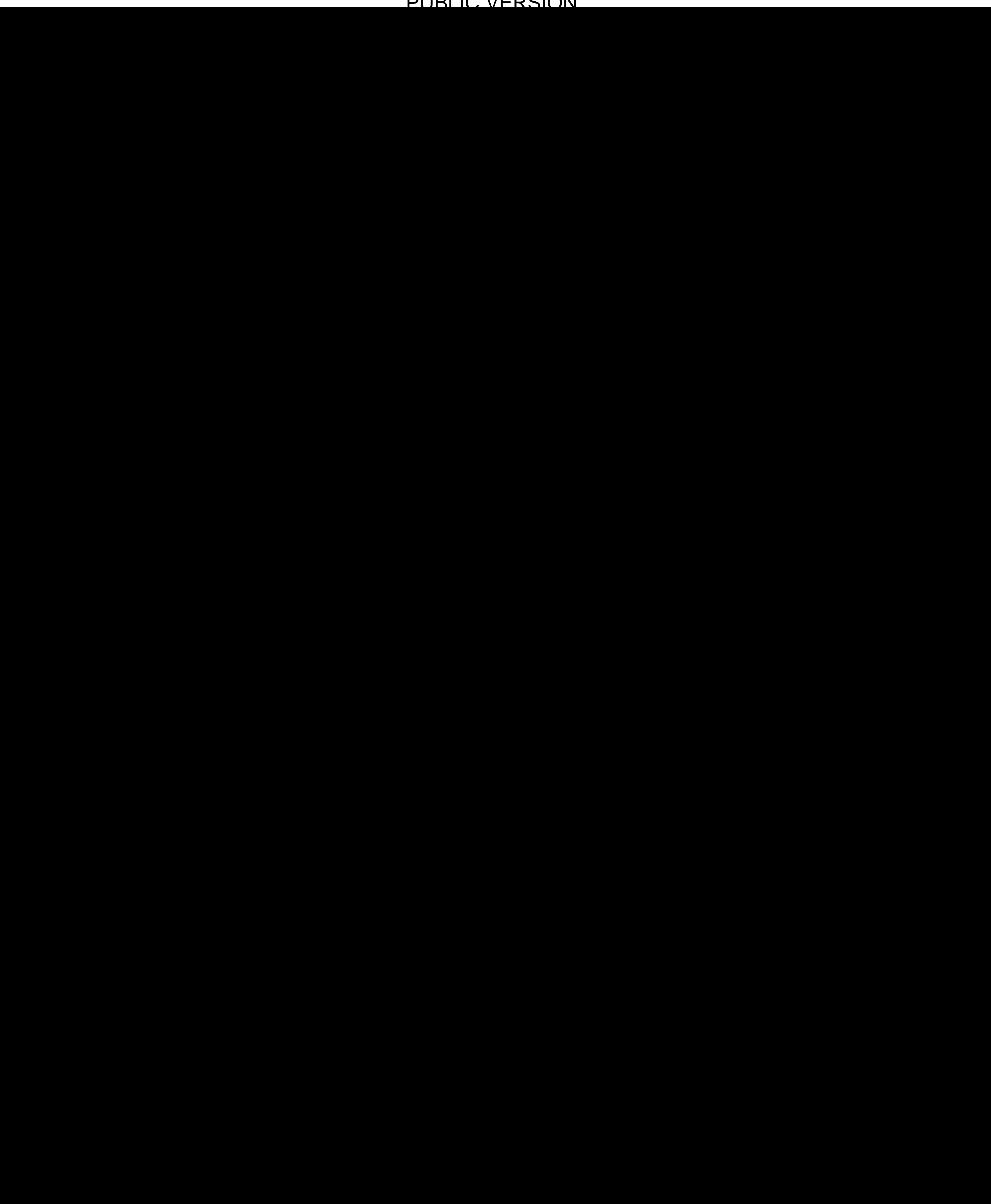
Despite our efforts for nearly six years to agree on a just and reasonable rate, we have not been successful. Therefore, Verizon requests that executives of the parties with sufficient authority meet as soon as possible to resolve this dispute. If we are unable to reach agreement on a just and reasonable rental rate at the face-to-face meeting, Verizon will have no other option than to seek rate relief at the FCC and refunds for the amounts it has overpaid.

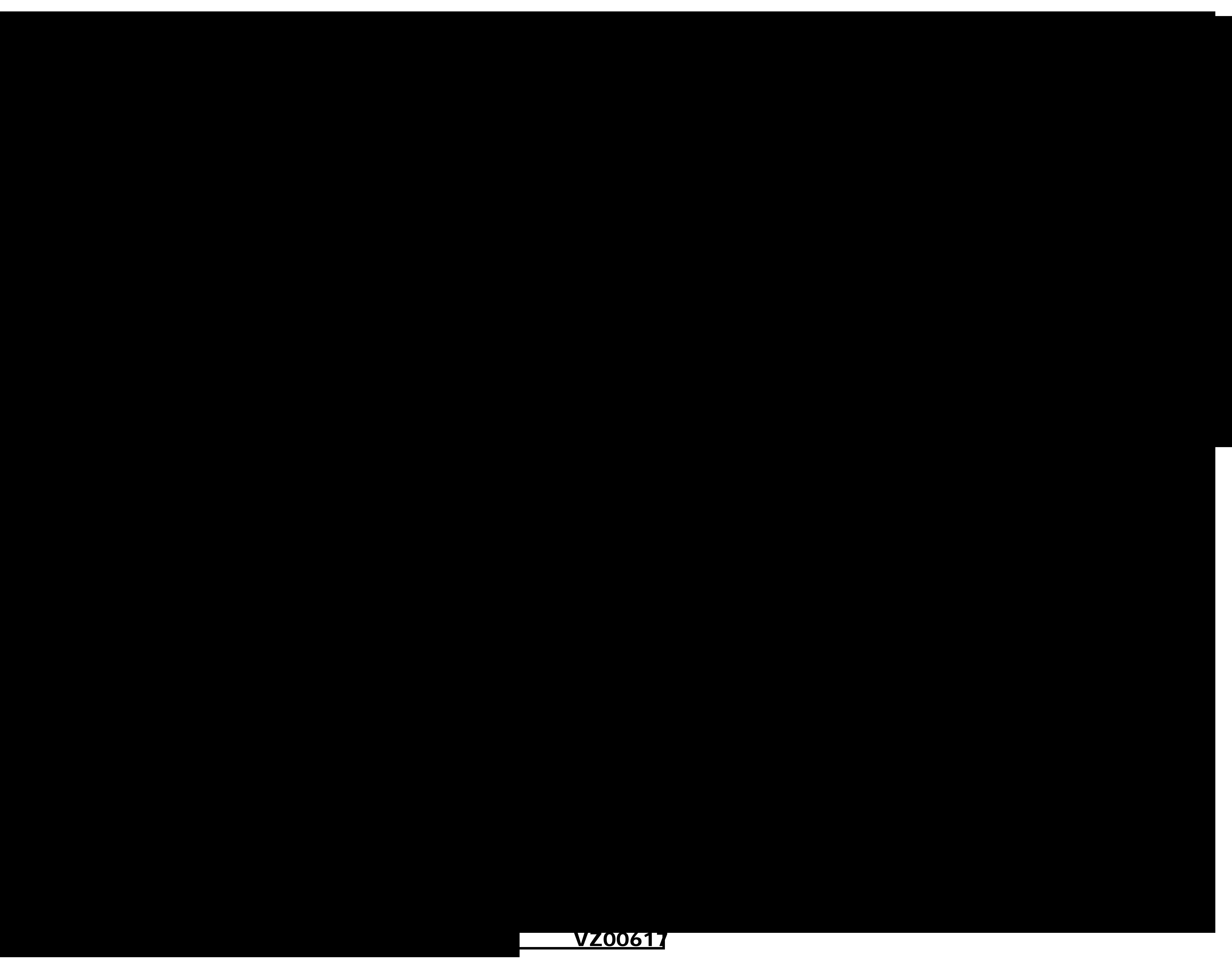
Please let us know as soon as possible when Met-Ed is available to meet during the next four weeks. If it will facilitate scheduling, Verizon is amenable to meeting at a location of Met-Ed's choosing.

Sincerely,

Stephen Mills

Attachment C





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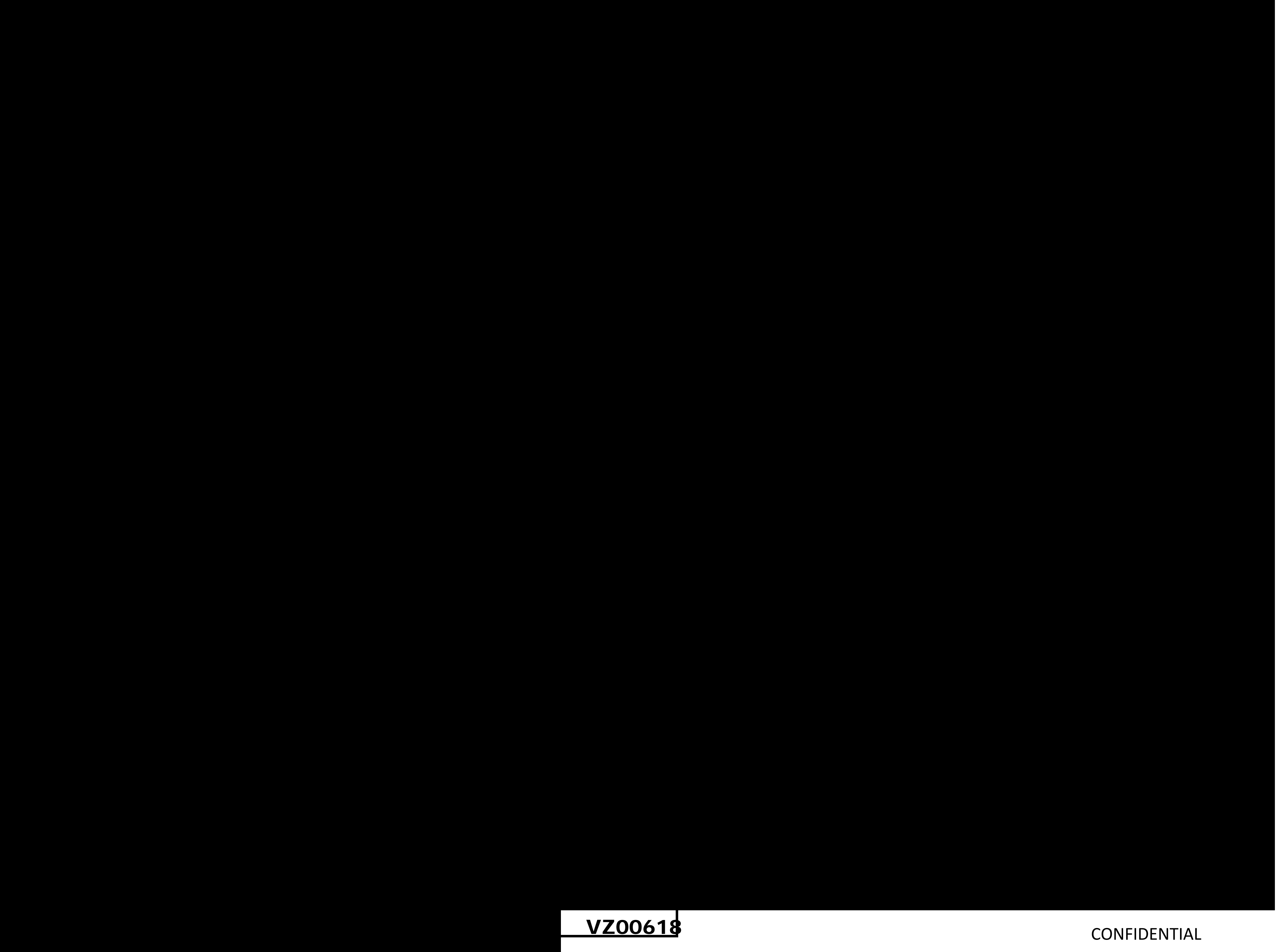

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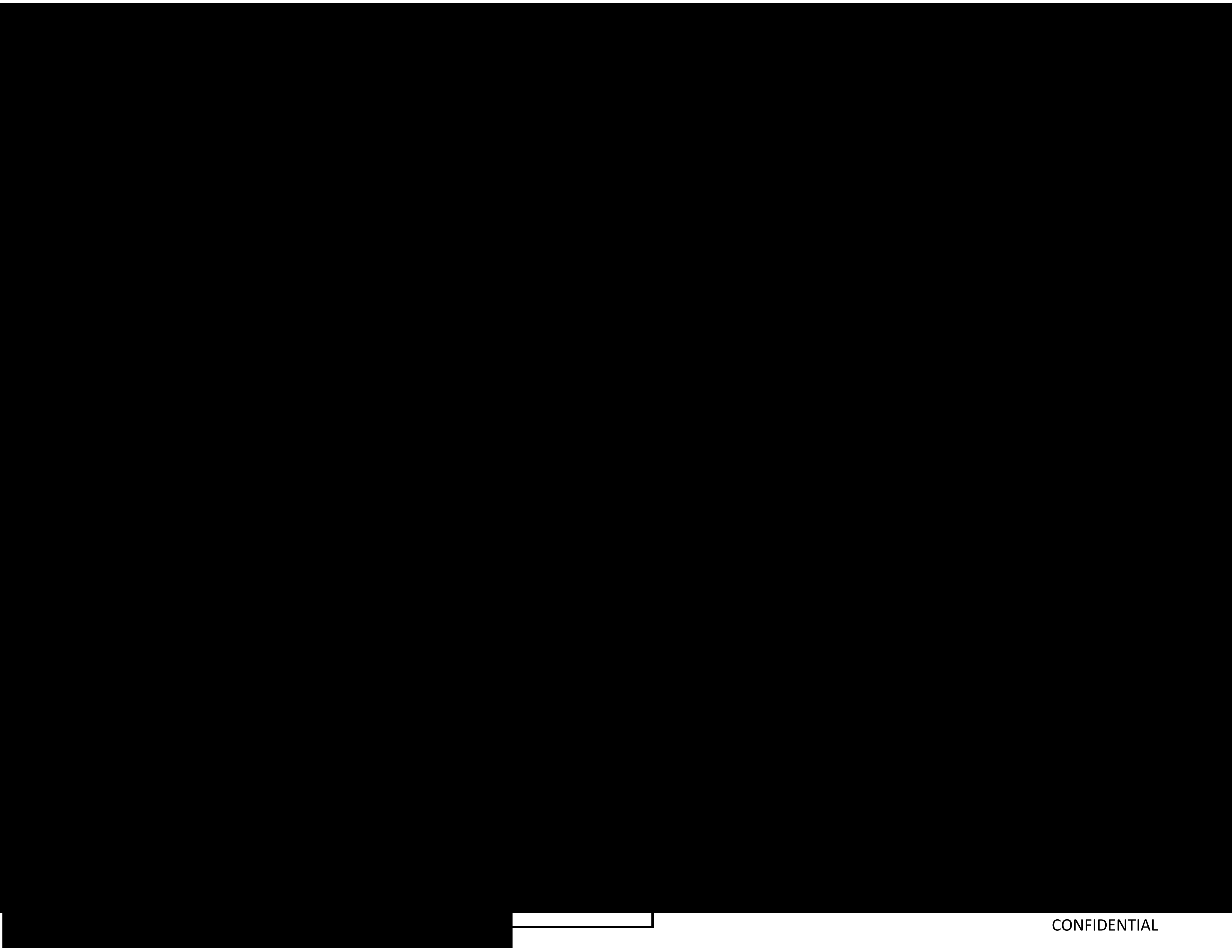

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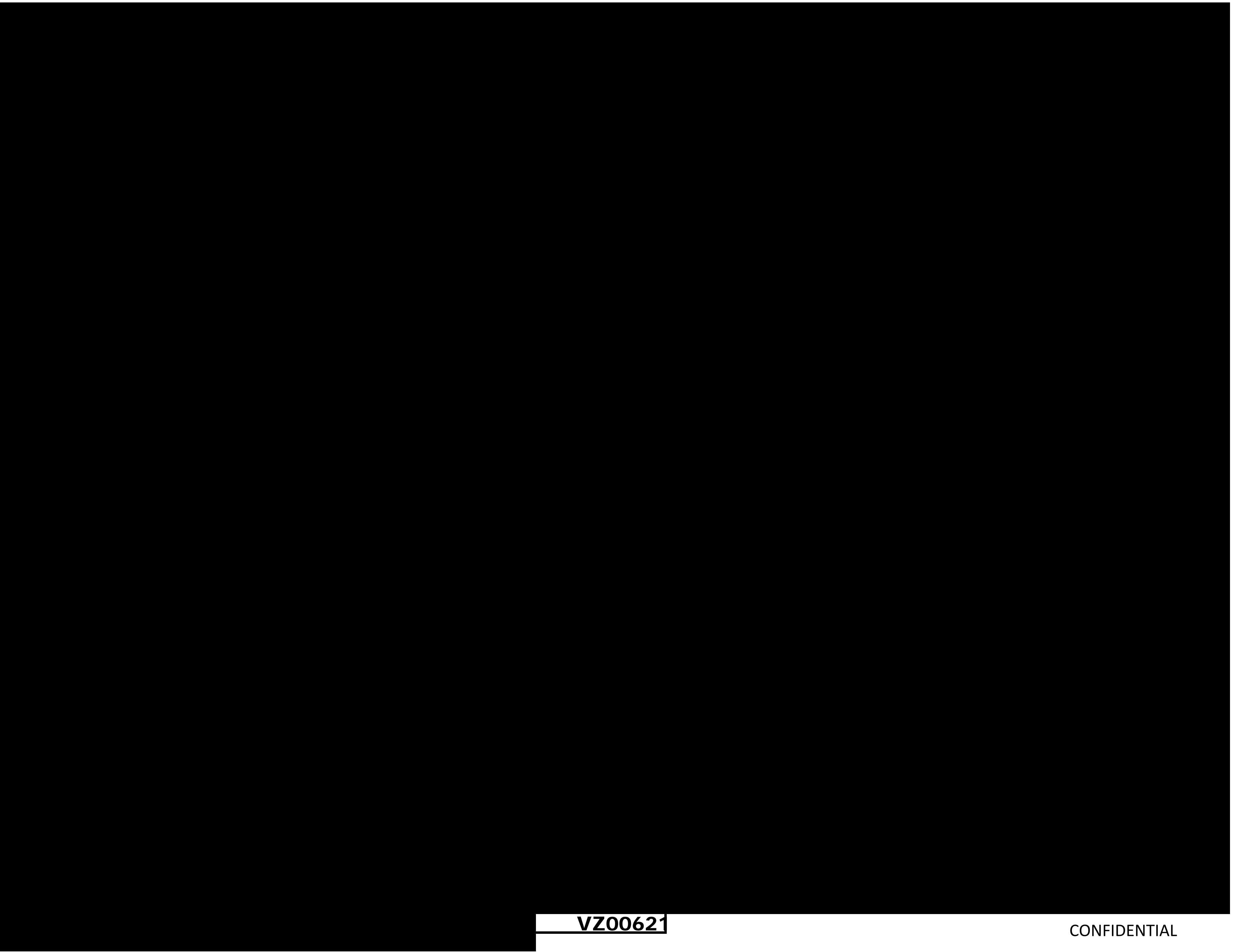

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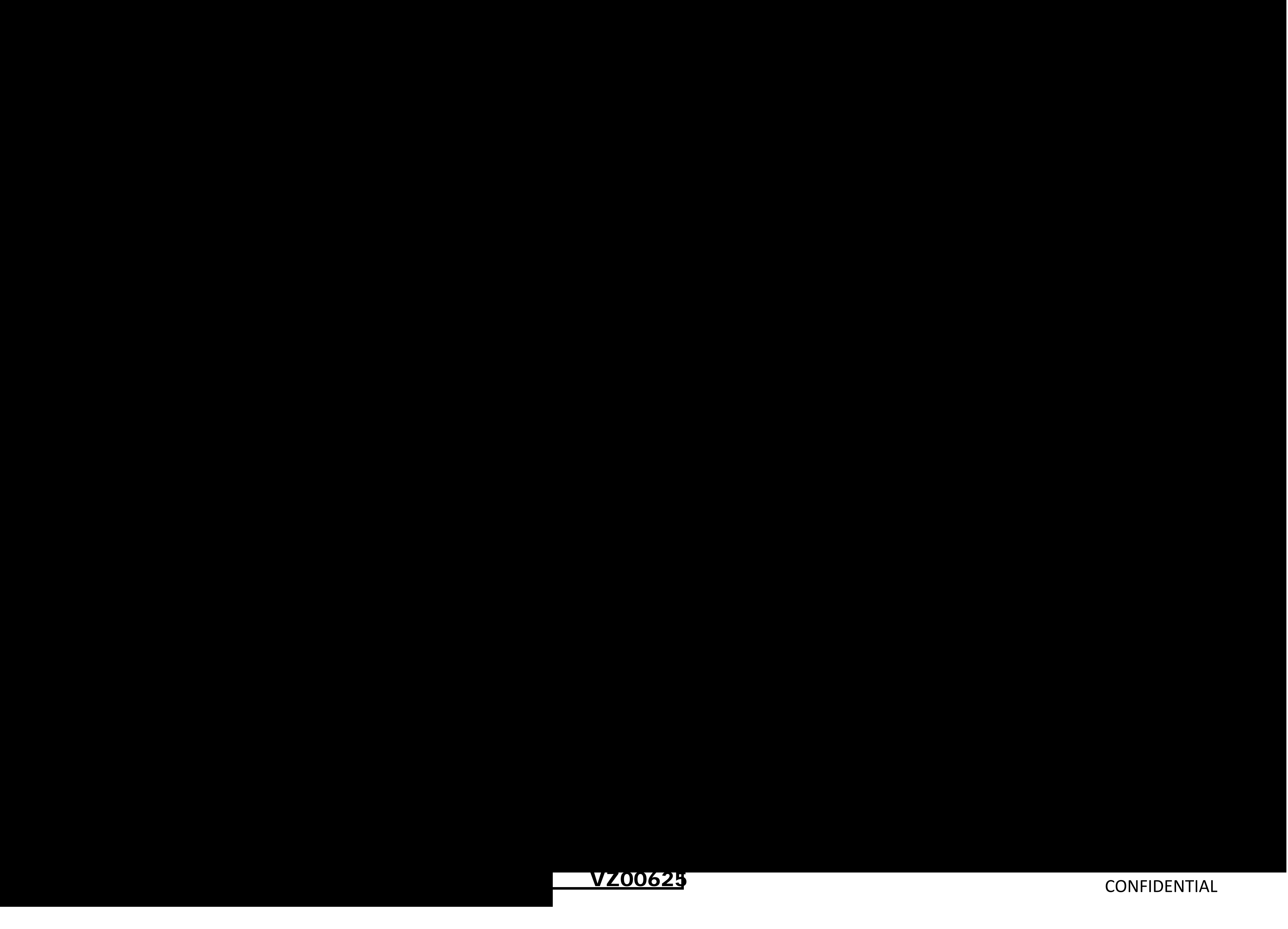

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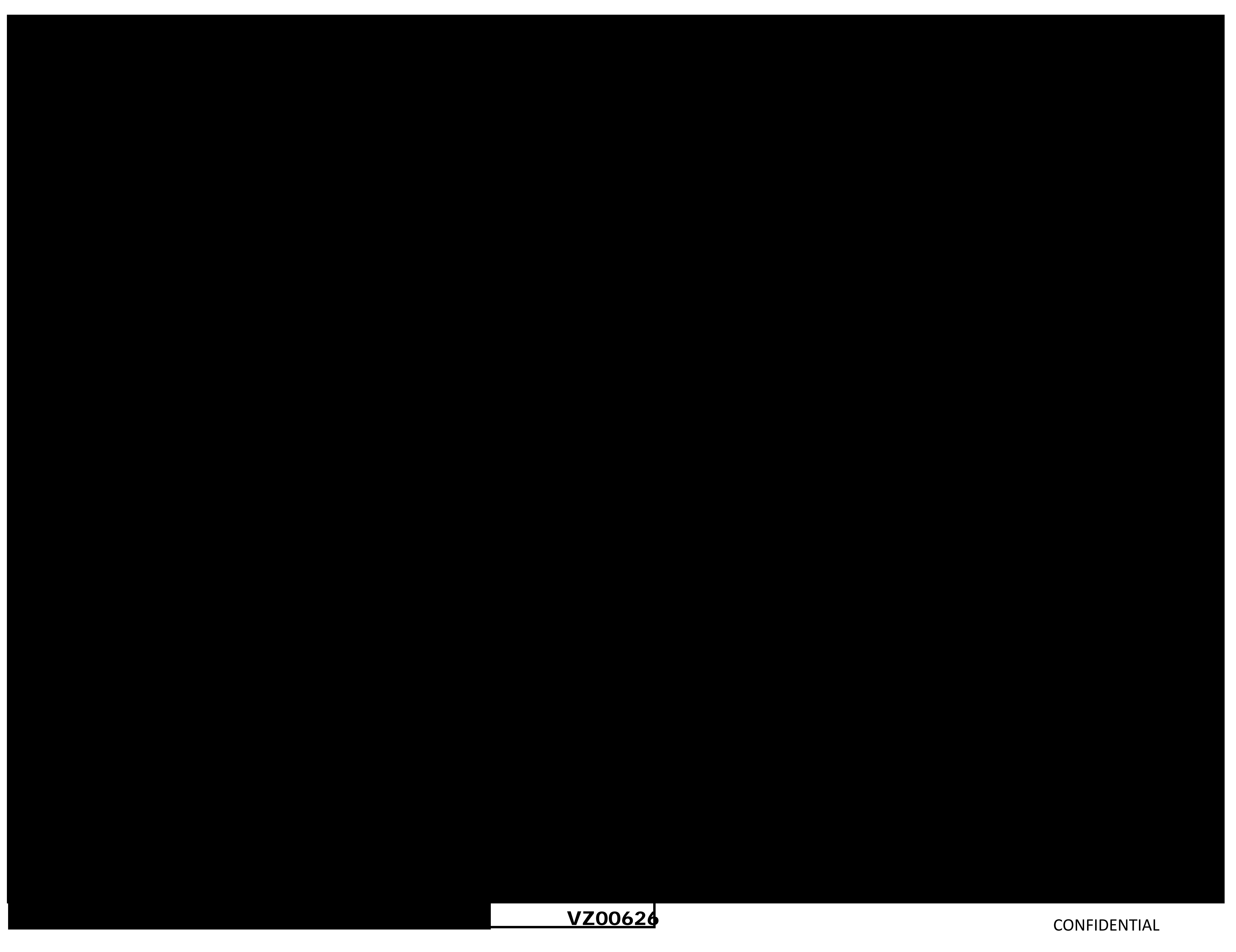

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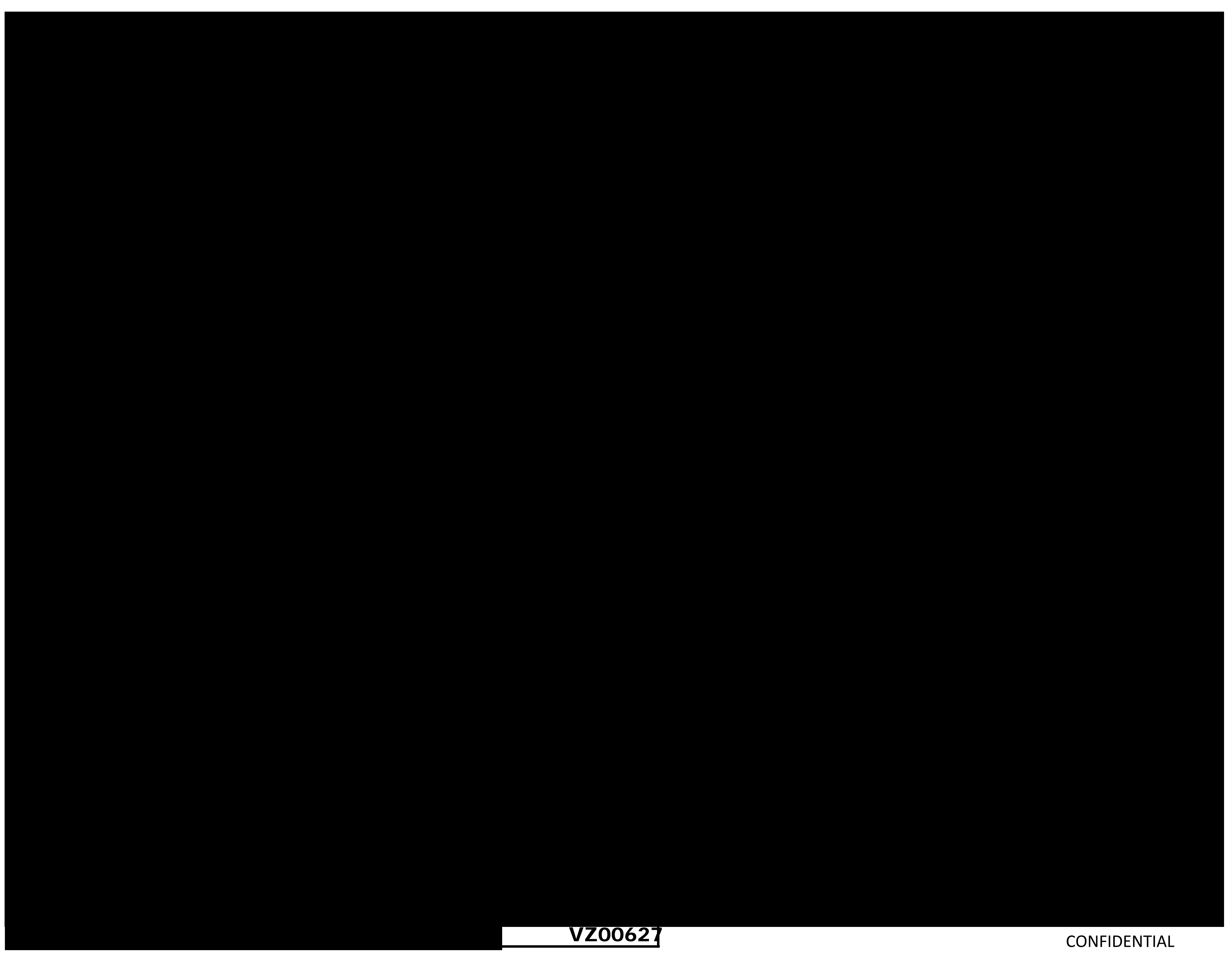

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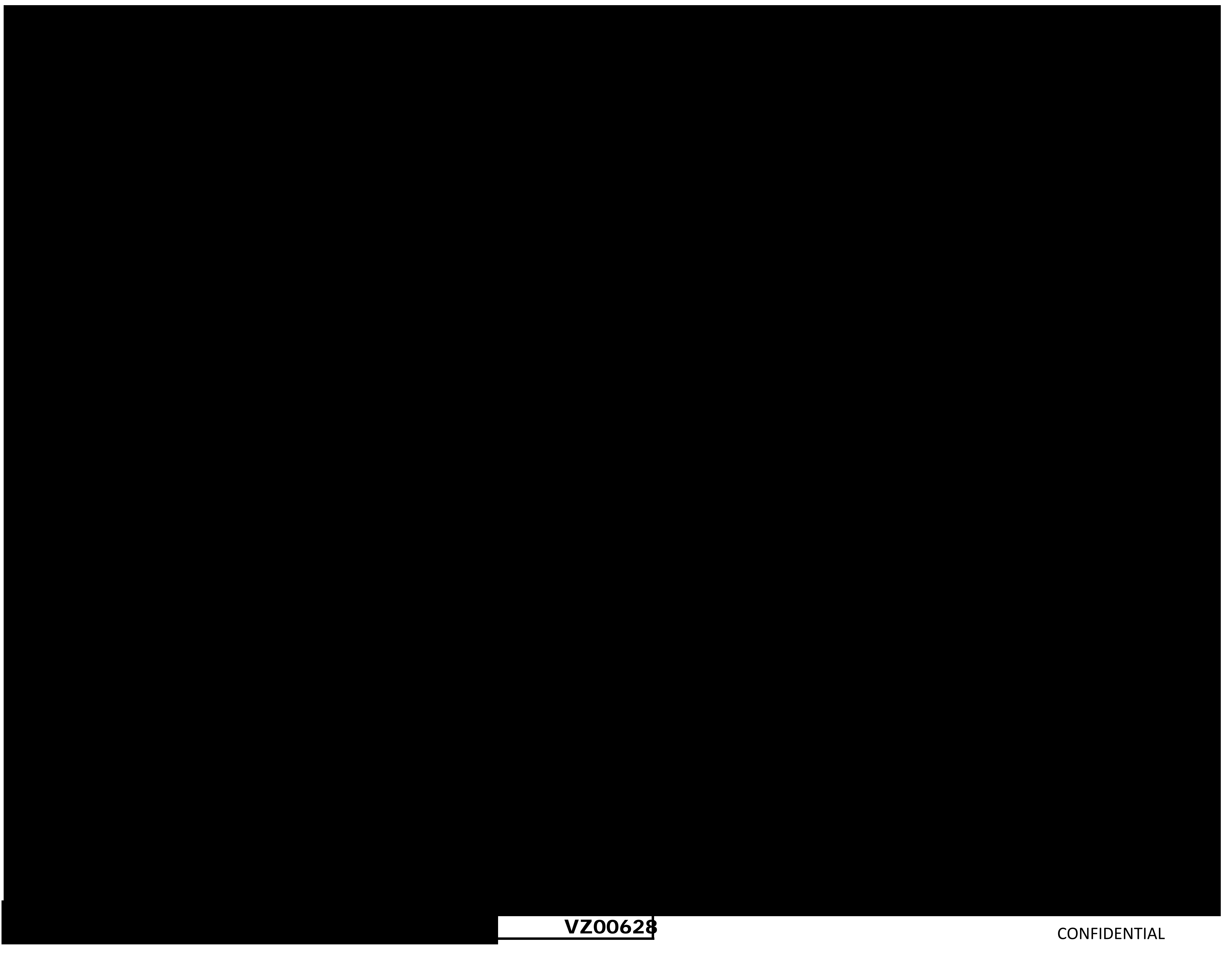

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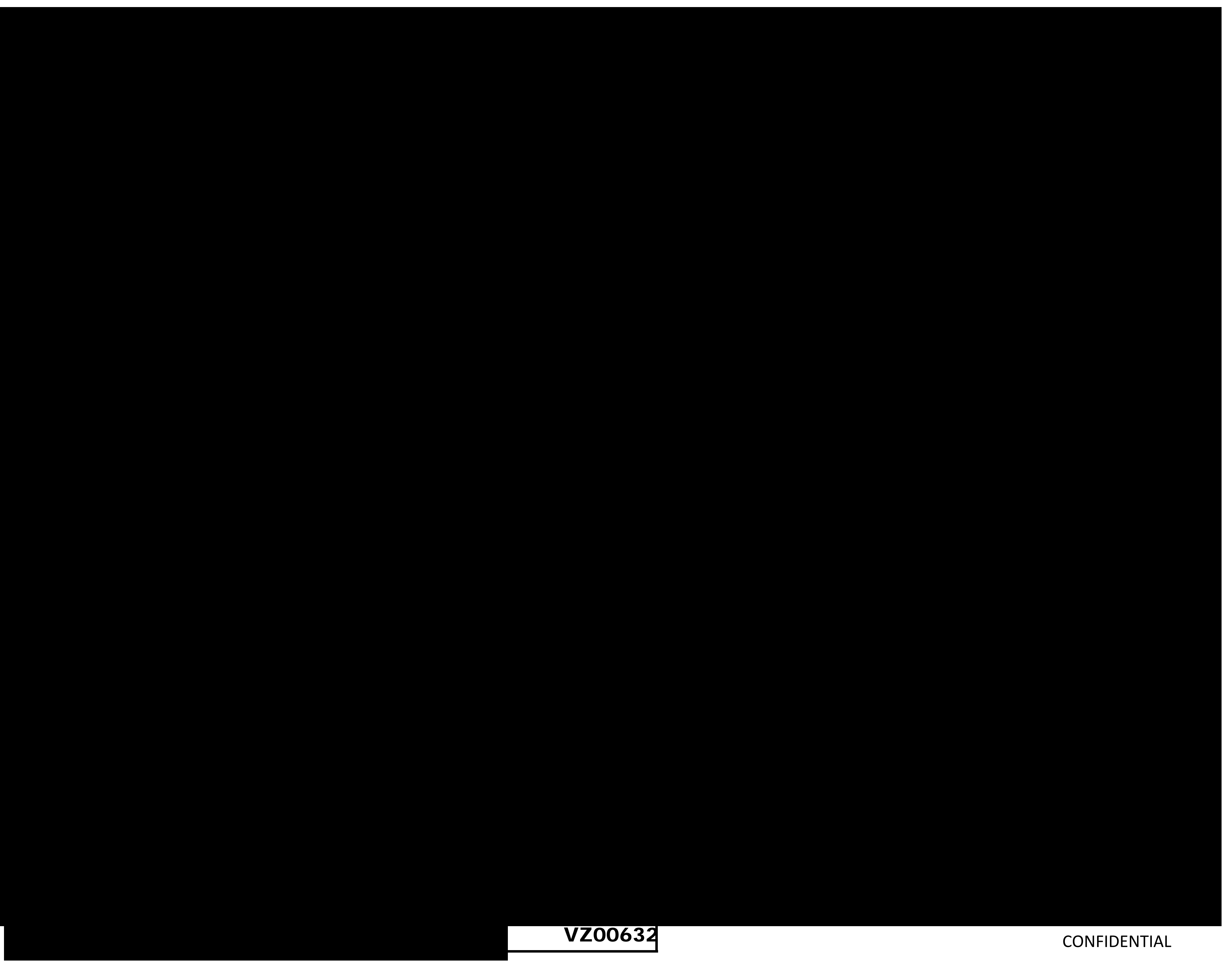

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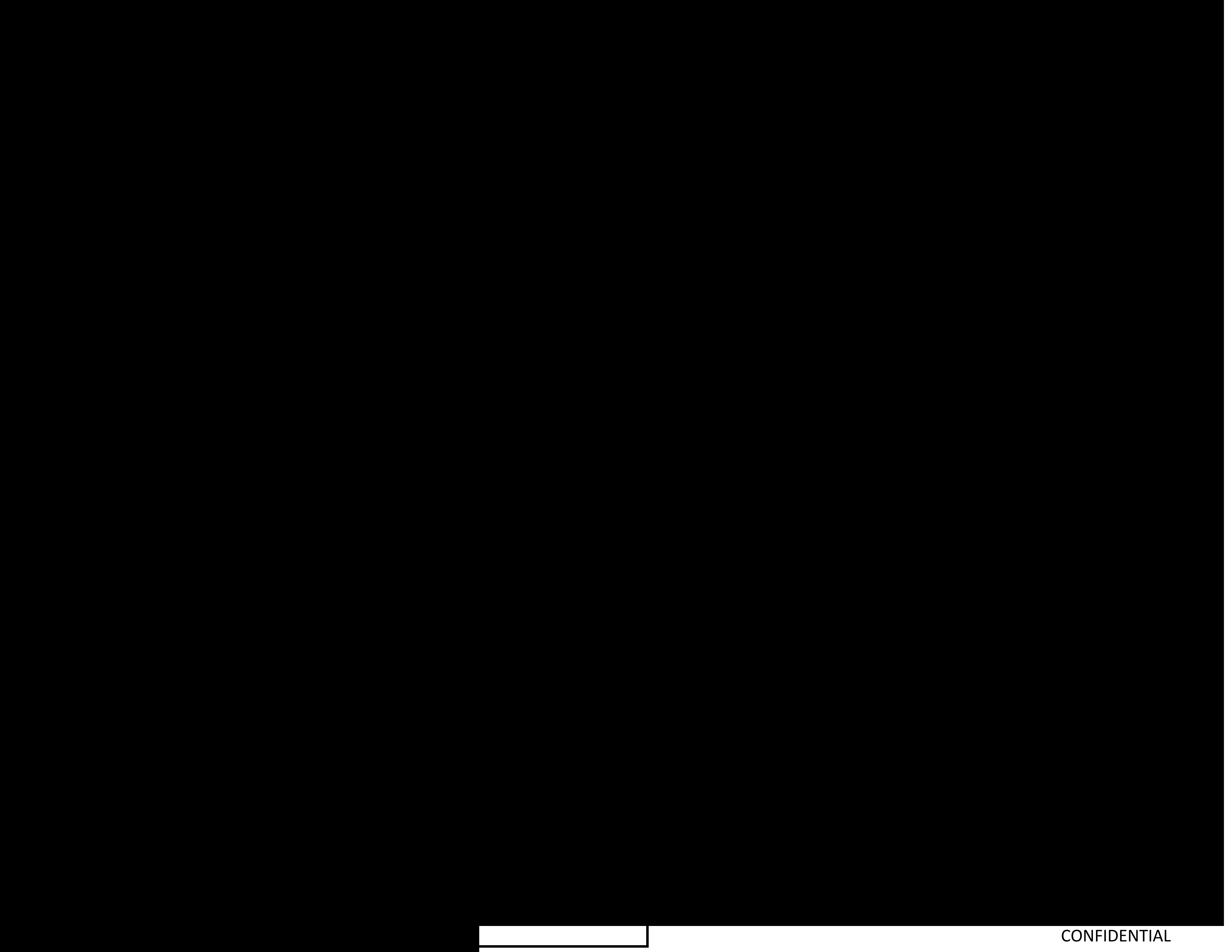

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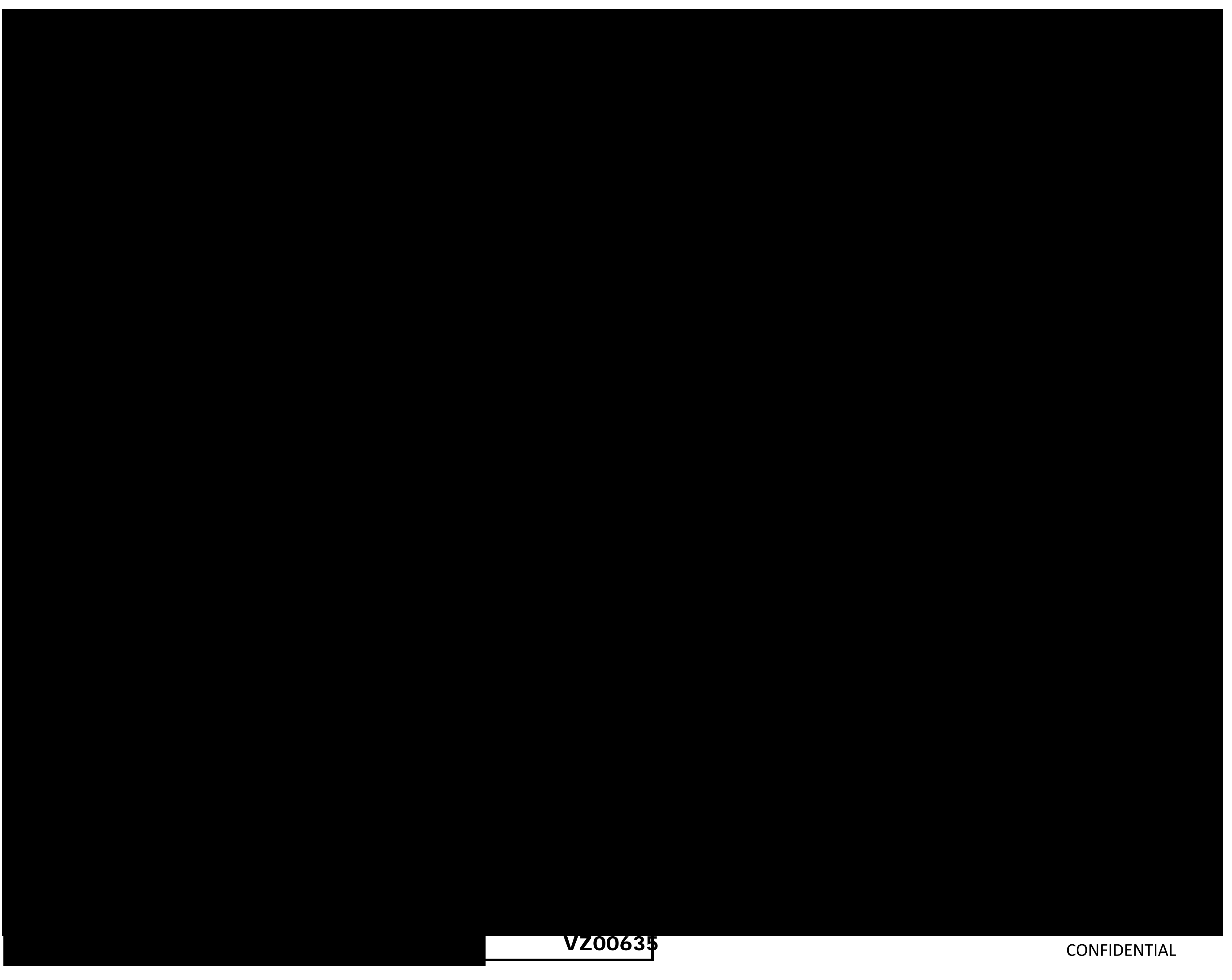

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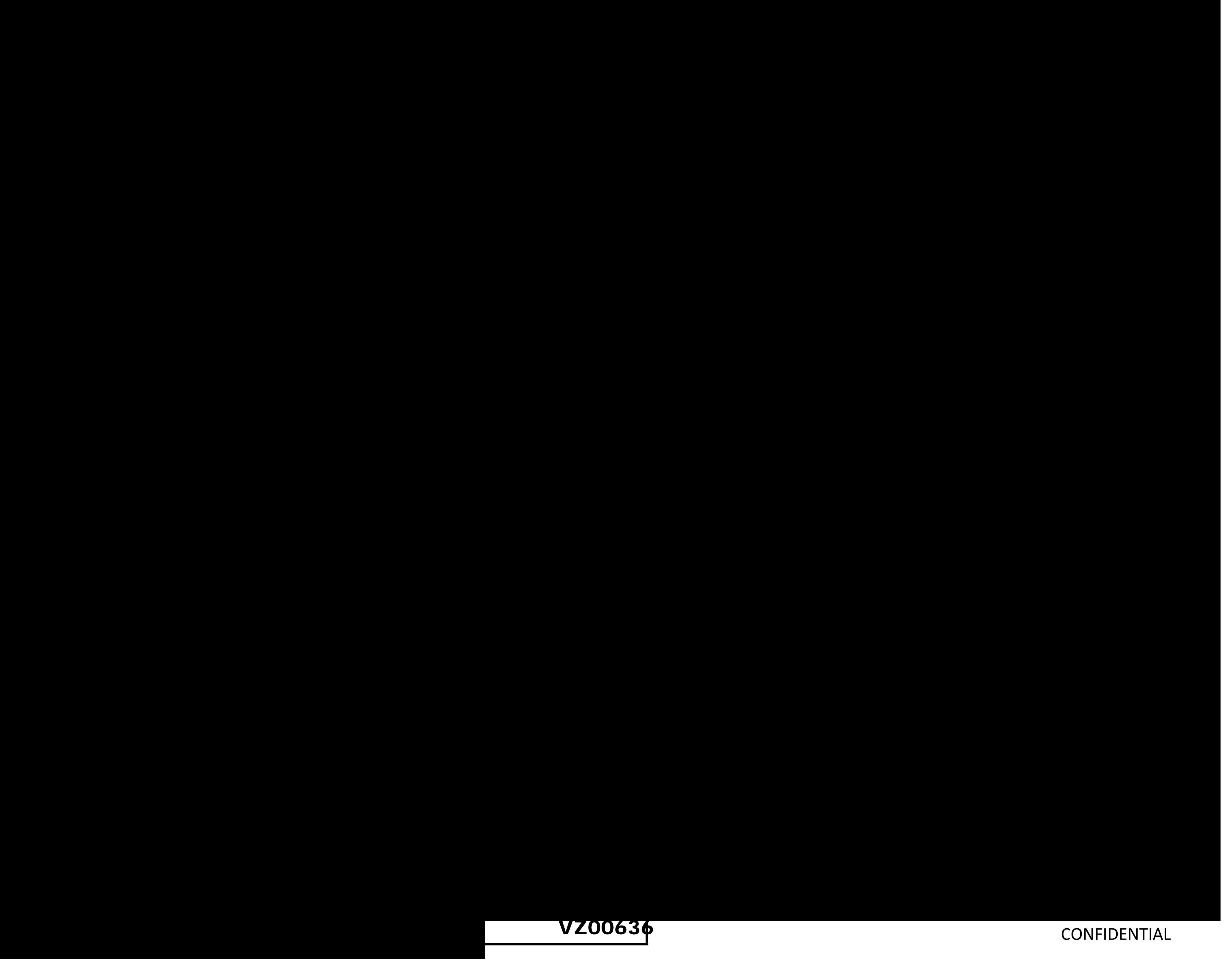

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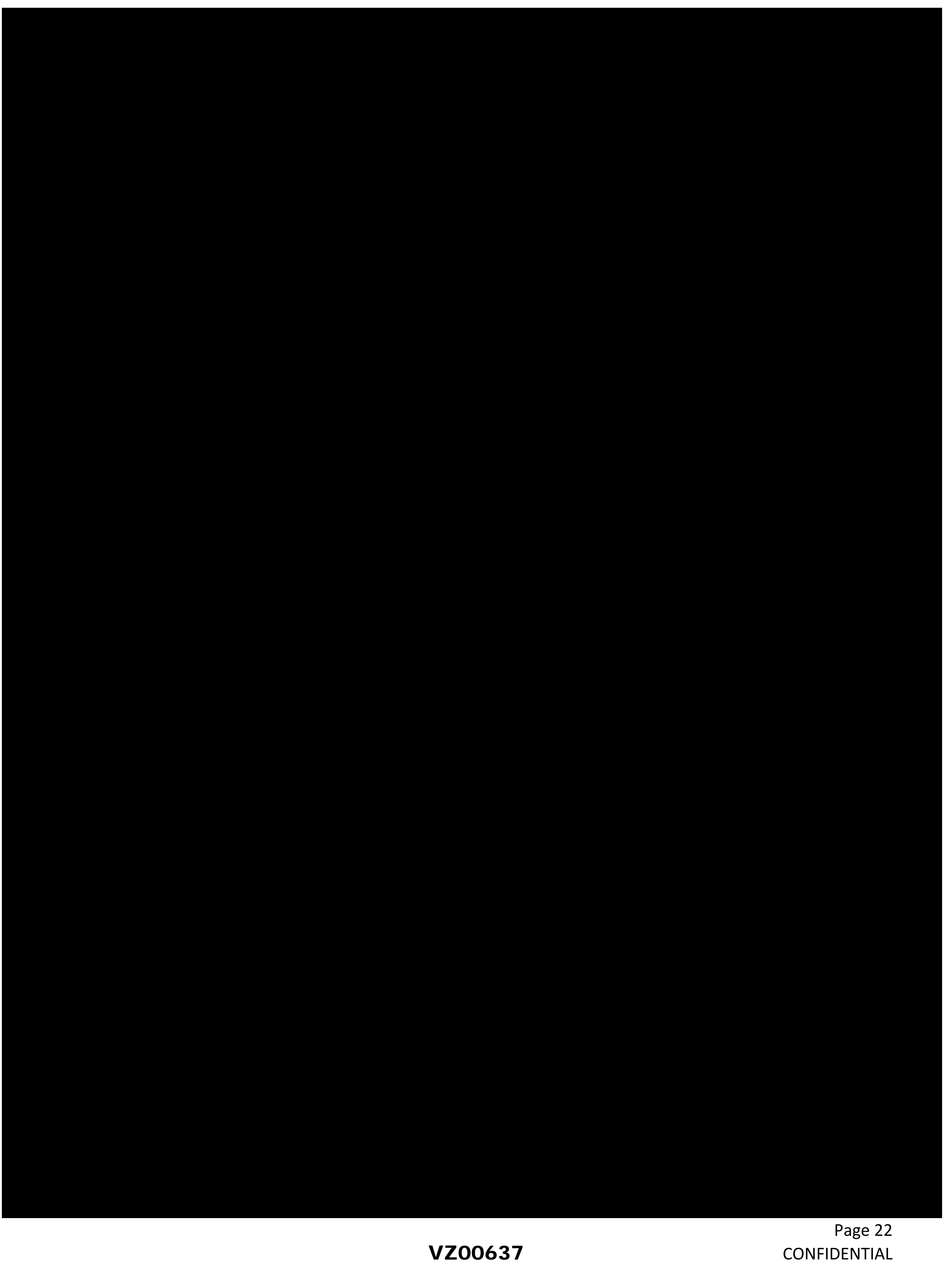

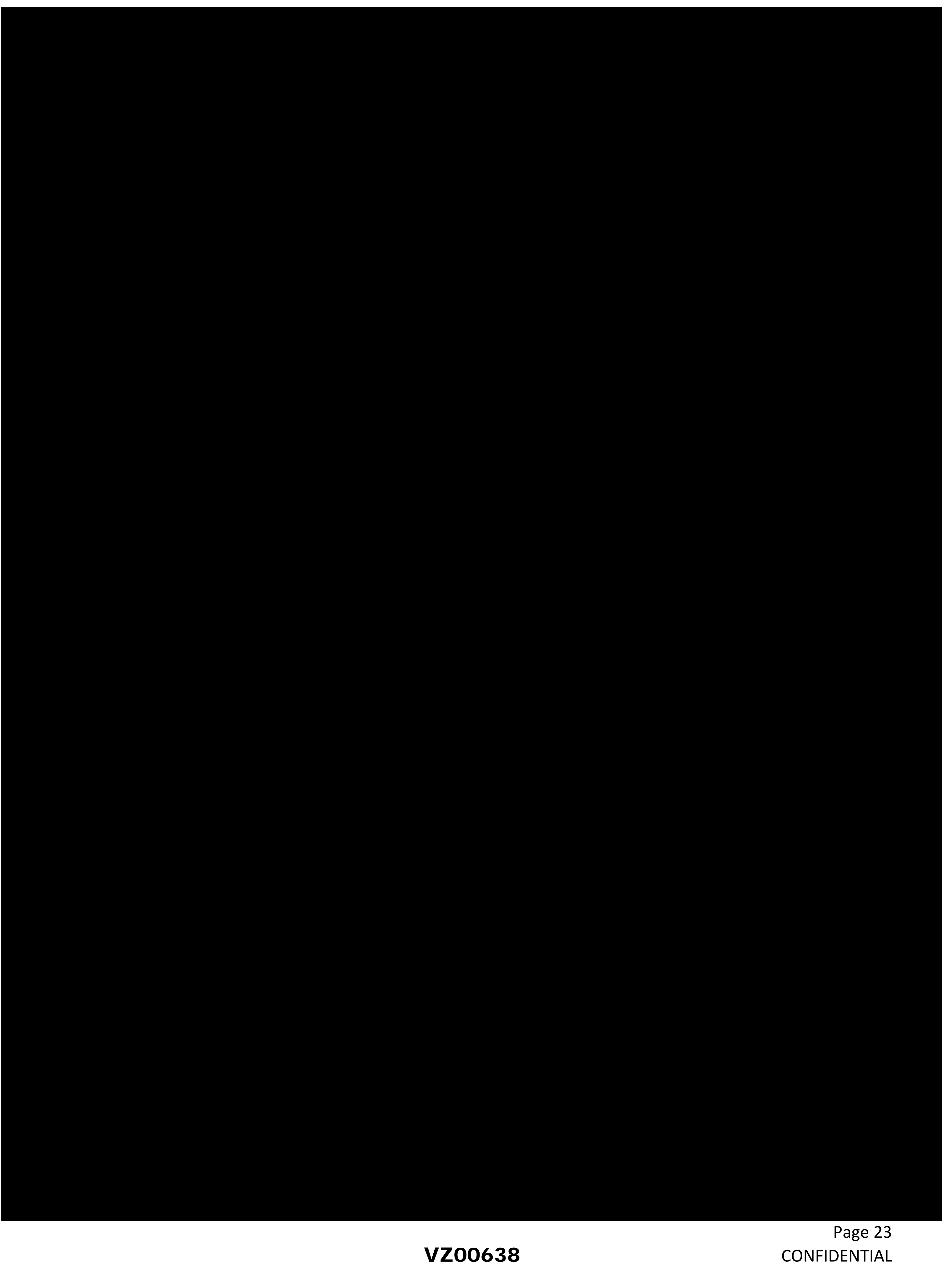

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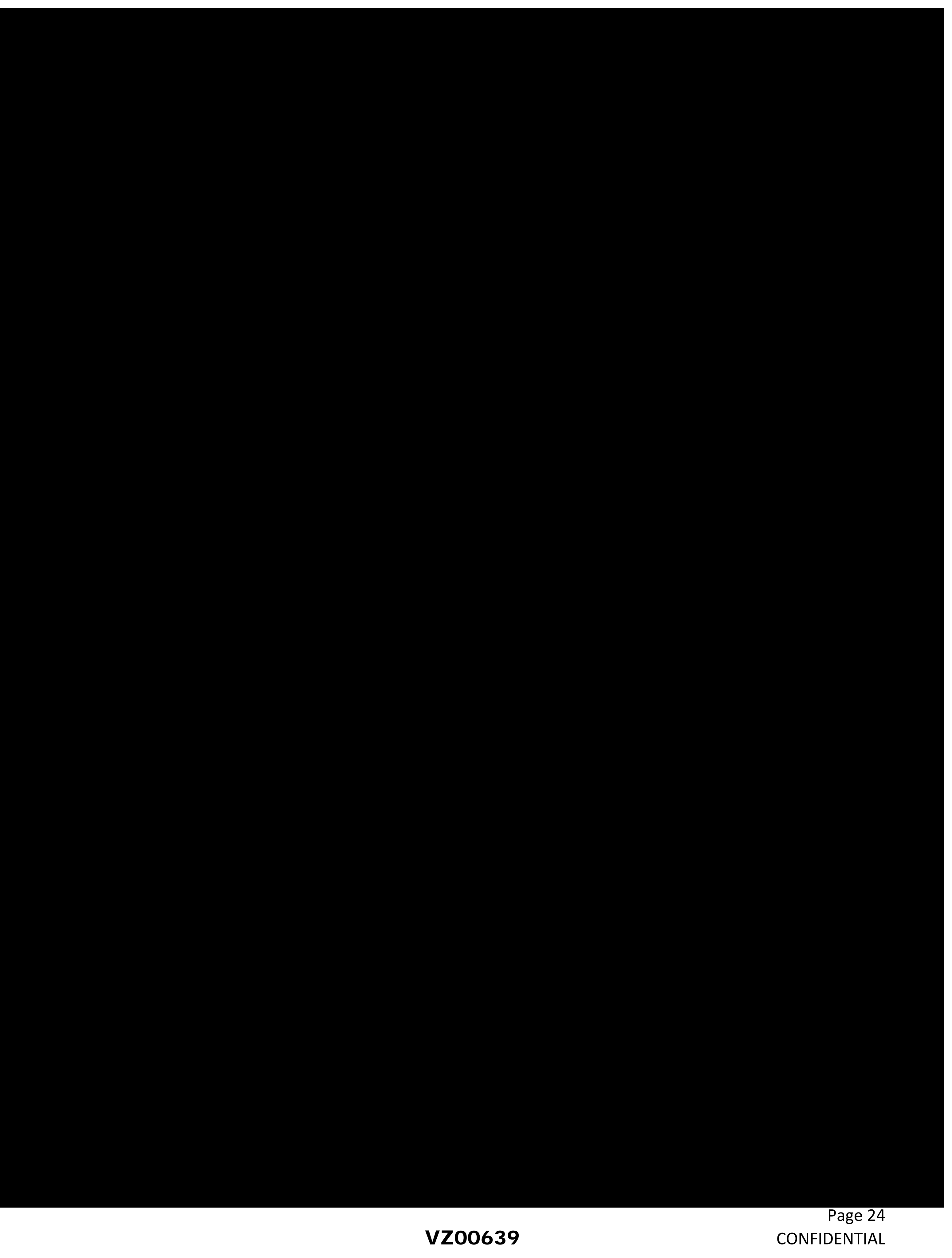

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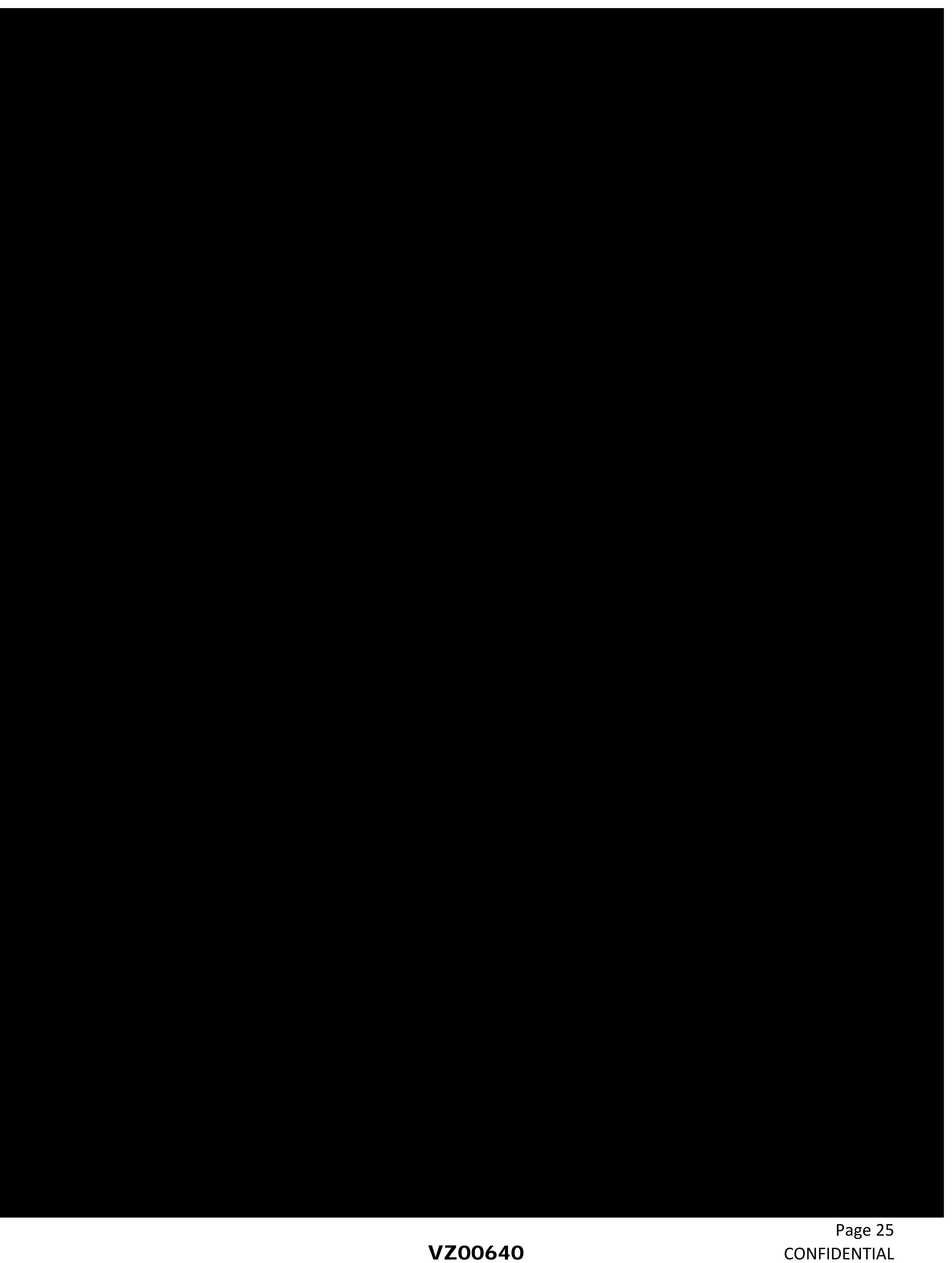

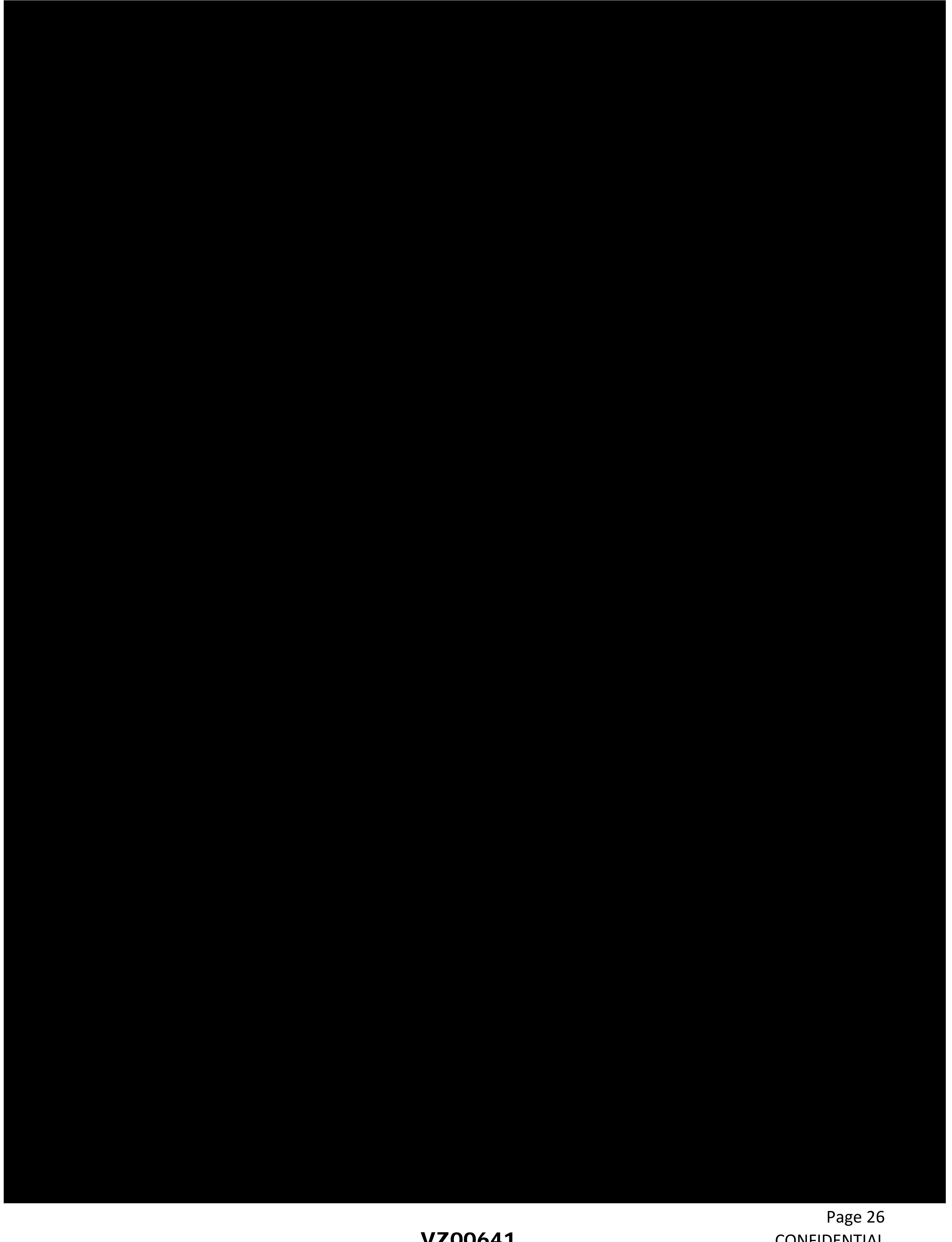

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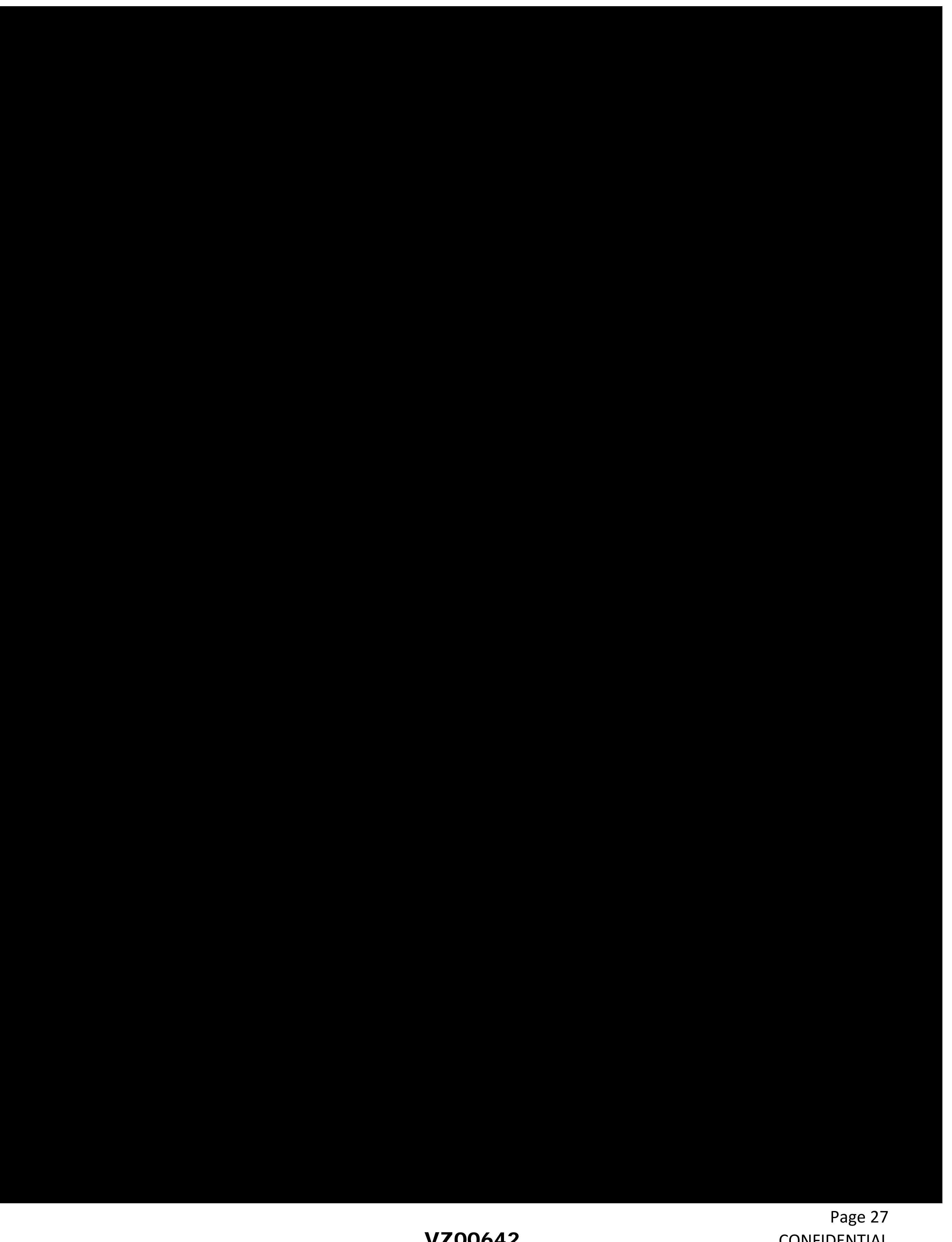

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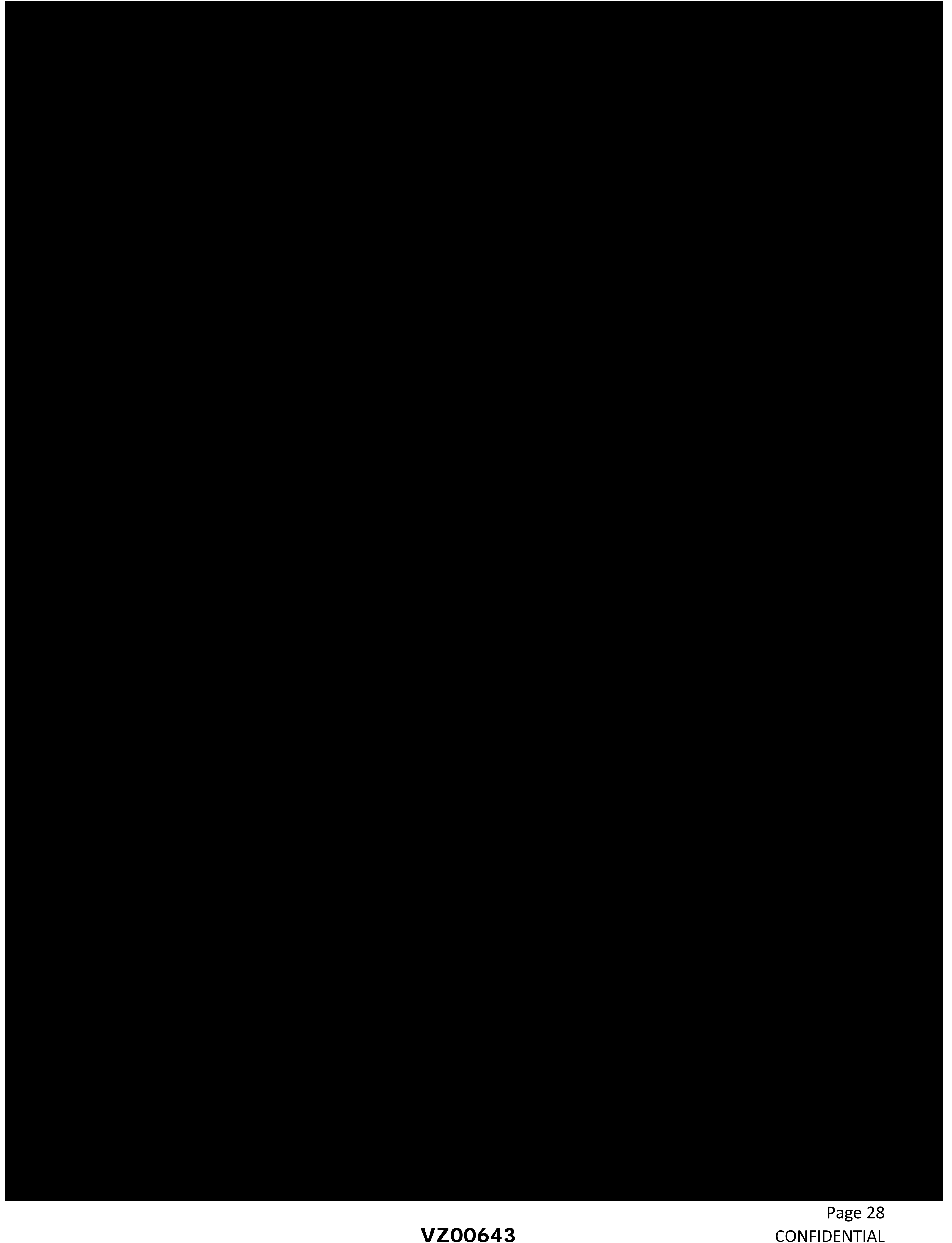

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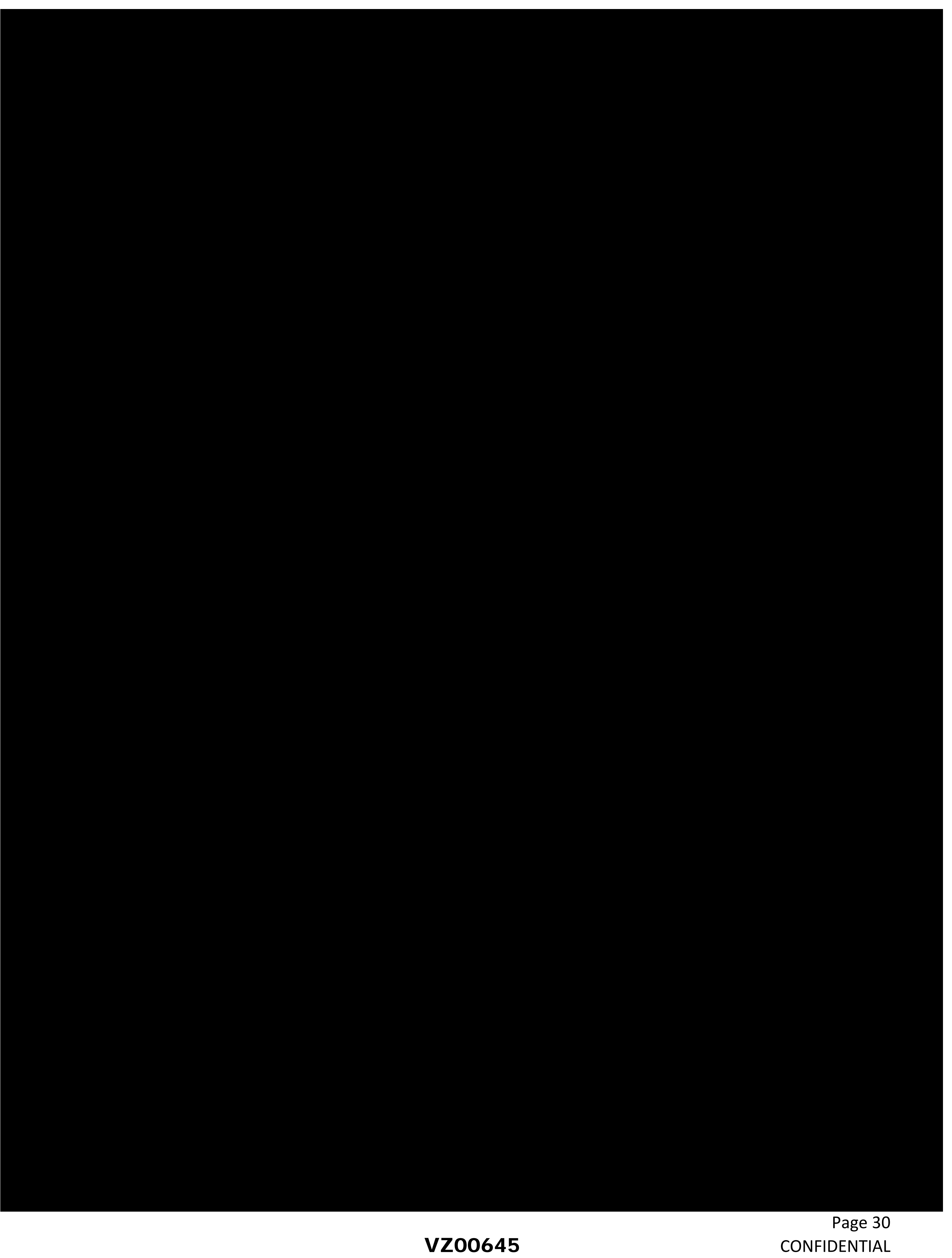

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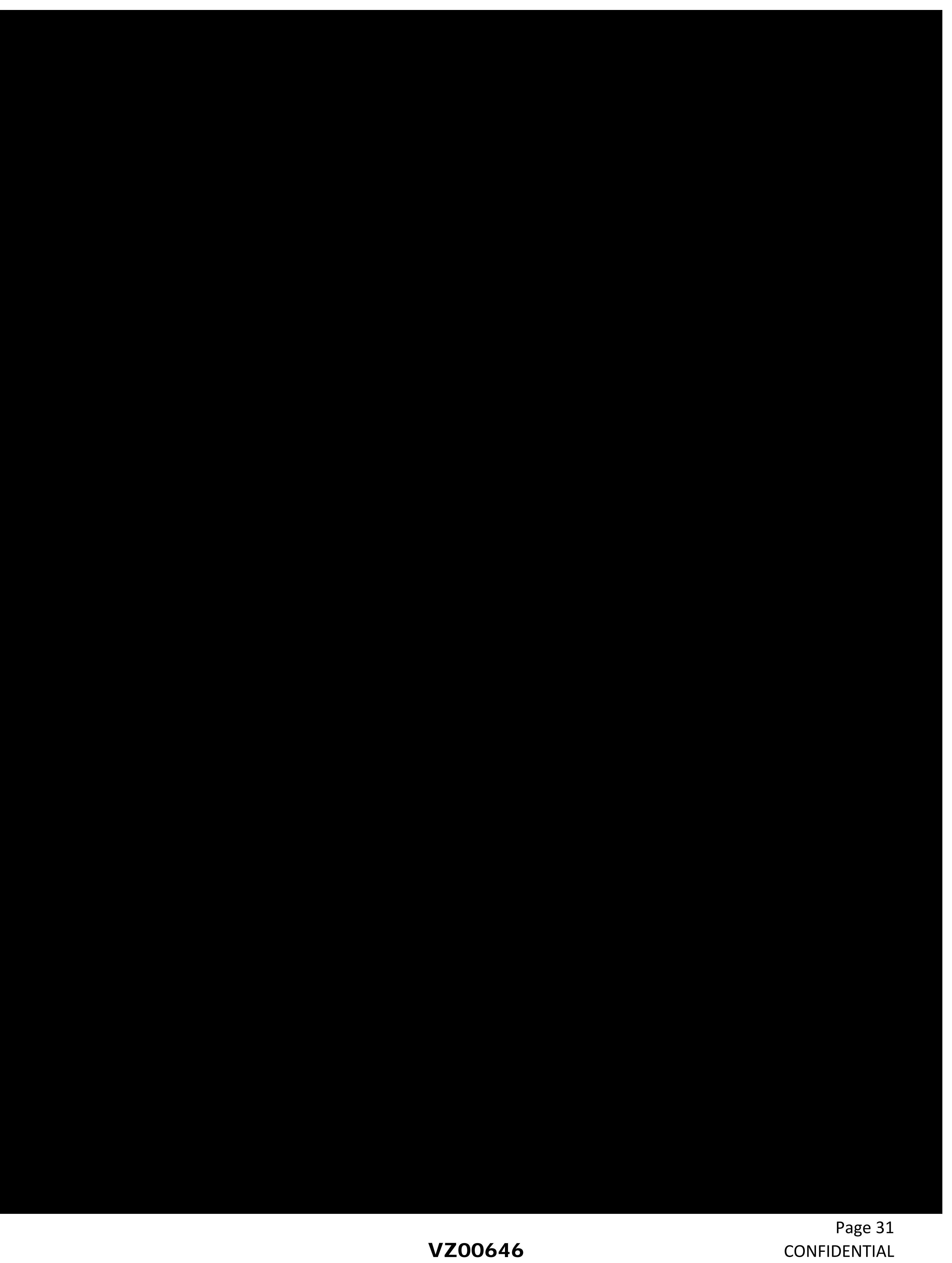

Exhibit 28

From: Schafer, Stephen F [mailto:sschafer@firstenergycorp.com]
Sent: Friday, May 11, 2018 2:55 PM
To: Slavin, James
Cc: Trosper, Brian H; Karafa, David J.; Pryatel, Thomas R.; DeWitt, Deanna R; Endris, Robert M; Haynes, Reneta; Mills, Stephen C (Steve)
Subject: [E] RE: FirstEnergy Counterproposal

Hello Jim

Please find attached FirstEnergy's rate calculations supporting our counteroffer. As we've said, we don't believe there is a requirement to use any given formula to establish negotiated rates. However, we agree the information may prove useful and I'm happy to answer any questions you may have.

FirstEnergy's offer is to apply any renegotiated rates prospectively. FirstEnergy would not agree that the existing contractual rates that were mutually agreed upon by both parties are not just and reasonable. Periodically renegotiating the rates is one of the features of our agreement and does not indicate that past amounts invoiced were not just and reasonable.

Let me assure you that it was not my intent to mischaracterize any aspect of Mr. Trosper's letter nor the April 11 meeting. If we misunderstood Mr. Trosper's email following the April 11 meeting as representing an offer. In fact, I may still be confused as to Verizon's current offer--if you could reiterate, it would be appreciated.

As you are evaluating this information, we remain interested in your response to our offer to terminate the Joint Use agreements and move to a CLEC Pole Attachment Agreement. As I mentioned, it's a concept originally floated by Verizon and it could definitively resolve the rate issue.

The 2011 Order identifies several preconditions to a determination that contract rates are not just and reasonable, including that bargaining leverage is present. We don't believe that pole ownership ratio confers bargaining leverage in this situation for the same reasons as described in FirstEnergy's response at the FCC to the Frontier complaint a few years back. Meanwhile, there are a number of significant advantages that Verizon enjoys in its ILEC agreements; for example, as recently as two weeks ago, Stacey Culbreath demanded that Penn Power NOT require Verizon to follow the same application process for attachments that is required of CLECs. We'd be happy to discuss these benefits further as we continue these discussions.

Steve

Stephen F. Schafer
Manager, Joint Use & Cable Locating
Energy Delivery - Operations Services
FirstEnergy Services Company
76 South Main Street A-GO-11
Akron, Ohio 44308
330.384.3711
SSchafer@FirstEnergyCorp.com

From: james.slavin@verizon.com <james.slavin@verizon.com>
Sent: Friday, May 04, 2018 5:24 PM
To: Schafer, Stephen F <sschafer@firstenergycorp.com>

Cc: brian.trosper@verizon.com; Karafa, David J. <djkarafa@firstenergycorp.com>; Pryatel, Thomas R. <pryatelt@firstenergycorp.com>; DeWitt, Deanna R <ddewitt@firstenergycorp.com>; Endris, Robert M <rendris@firstenergycorp.com>; reneta.haynes@verizon.com; stephen.c.mills@verizon.com
Subject: [EXTERNAL] RE: FirstEnergy Counterproposal

Steve,

Thank you for the counteroffer. Before we can evaluate your offer, we need more information to fully understand what FirstEnergy is offering. Could you please provide this information by Tuesday, so that we can work to provide a response by the end of next week?

First, please send your rate calculations. Verizon provided a hard copy of its rate calculations in Brian Trosper's December 20, 2017 letter and you'll recall that your team asked for an electronic copy of our Excel spreadsheet at our April 11 executive-level meeting so that FirstEnergy could use it to develop a counteroffer. Brian sent the spreadsheet on April 13, and based on our meeting and Dave Karafa's April 20 and May 1 emails, we expected to receive it back with an explanation for any formula or input changes that FirstEnergy made. So that we can understand FirstEnergy's offer, please provide us the electronic version of the spreadsheet you used to calculate the proposed rates, along with an explanation for each of the inputs you used. Dave indicated that your team found the detailed rate calculations that we provided in December and April beneficial, and we would find similar information from your team helpful as well.

Second, your email does not specify the effective date for these proposed rates. We assume that FirstEnergy would apply them retroactively, since Verizon has had the right to just and reasonable rates as of the effective date of the 2011 Pole Attachment Order. Refunds against past amounts paid was one of the items we highlighted, and as your offer indicates, this has been going on for at least 7 years with the parties considering different alternatives. But, to avoid any confusion, we would appreciate it if you would clarify the retroactive relief that FirstEnergy is offering.

We remain hopeful that we can reach agreement, but are disappointed that your email mischaracterizes aspects of our prior negotiations. For example, we explained that the rate calculations attached to Brian's December letter were the rate calculations that we believe, based on the best data available to us, are properly calculated, proportional, new telecom rates. We provided those calculations in advance of our executive-level meeting so FirstEnergy would fully understand the relief that Verizon will seek at the FCC should these negotiations fail. There was no requirement that Brian make any compromise offer in that letter, and clearly no reason for him to again offer the compromise ████ per pole reciprocal rate that Met-Ed rejected last summer.

And while we continue to believe that the FCC's new telecom formula should be used to set Verizon's rental rate with FirstEnergy, we have repeatedly acknowledged that the 2011 Pole Attachment Order permits a higher rate if a Joint Use Agreement provides an ILEC net material advantages over its competitors. As we have explained, our Joint Use Agreements do not provide any such advantages. We have asked FirstEnergy to let us know if it disagrees, and to detail any competitive advantages that it thinks would support a rate higher than the new telecom rate along with the value of any alleged competitive advantage, but it has not done so.

These are only some of the concerns that we have with the statements made in your email, but we can address each of them in detail once we have a chance to understand FirstEnergy's rate calculations and inputs. I look forward to hearing from you next week.

Thanks again,

James Slavin
Senior Manager, Network Operations & Engineering
Verizon Wireline Network

One Verizon Way
Basking Ridge, NJ 07920

908-559-2887
james.slavin@verizon.com

From: Schafer, Stephen F [mailto:sschafer@firstenergycorp.com]
Sent: Wednesday, May 02, 2018 5:31 PM
To: Slavin, James
Cc: Trosper, Brian H; Karafa, David J.; Pryatel, Thomas R.; DeWitt, Deanna R; Endris, Robert M
Subject: [E] FirstEnergy Counterproposal

Hello Jim
Hope this finds you well since we last met. As you know, executives at our respective companies have been discussing the rental rate issue. I was asked by Dave Karafa, FirstEnergy's VP of Distribution Support, to respond to Brian Trosper's offer, which was communicated during our April 11, 2018 meeting and reiterated afterwards, to use the Post-2011 Telecom Formula Rate (i.e. CLEC rate) as the basis for rental rates, not just for Met-Ed, but also for Penelec, Penn Power, and Potomac Edison-Maryland. We see that your company seems resolute in its view that the CLEC rate must be applied - initially using Met Ed's rate as a reciprocal rate for each other's attachments, and more recently using each FirstEnergy operating company's rate outcome for Verizon's attachments, and Verizon's rate outcome for FirstEnergy's attachments. We couldn't help but notice, however, that in Mr. Trosper's offer following the April 11 meeting, the Met-Ed rate remains essentially unchanged from Verizon's previous demand. And now, Verizon is proposing a significantly higher rate for Met-Ed's (and other FE operating company's) attachments to Verizon's poles. It may prove difficult to successfully negotiate a mutually acceptable outcome if Verizon continues to lower its counteroffers.

As Mr. Karafa indicated, FirstEnergy's view is that the only guidance issued by the FCC is that the Pre-2011 Telecom Formula Rate will be used as a reference point for a complaint regarding ILEC rates. Our previous suggestion to use the Pre-2011 Formula Rate resulted in a [redacted] recurring annual savings for Verizon versus the contract rate (for the Met-Ed service territory). In fact, using the Pre-2011 Telecom Formula Rate would result in approximately [redacted] recurring annual savings to Verizon for all four operating FirstEnergy operating companies. You may recall that Met-Ed proposed to use the Pre-2011 Telecom Formula Rates, calculated using FERC and ARMIS inputs, respectively. Despite Verizon's recent step backwards, in the spirit of cooperation and an effort to advance negotiations, FirstEnergy is hereby proposing to use the following table of respective rates, generated by using the Pre-2011 Telecom Formula to calculate the rates but modified by using the average urban/non-urban presumptive number of attachers instead of the actual number of attachers calculated from each operating company's records for the rates of Verizon's attachment to FirstEnergy poles. The bottom line of this approach results in a reduction to Verizon (for all four companies) in total annual net revenues of approximately [redacted] from our previous suggestion, and nearly [redacted] annual savings vis-à-vis current contract rates.

FE OpCo	VZ-FE	FE-VZ
Met-Ed	[redacted]	[redacted]
PN	[redacted]	[redacted]
PP	[redacted]	[redacted]
PE	[redacted]	[redacted]

As an alternative, if Verizon continues to insist on the CLEC rate, then I suggest we terminate our current Joint Use agreements and Verizon can enter into the standard CLEC agreement, as one of your Directors once proposed. Instead of FirstEnergy buying all of Verizon's poles as Verizon had offered approximately 7 years ago, each FirstEnergy operating company can simply set, pay for, and own all new and replacement poles. After all, FirstEnergy already sets the overwhelming majority of poles during storm restoration, car-pole accidents, and new development construction, so it would be a simple matter of not invoicing Verizon for the cost to replace Verizon's poles as is done under the existing

ILEC Joint Use agreements. This accelerated attrition will eventually transition Verizon out of the pole-owning business in FirstEnergy service territories and place it on equal footing with its CLEC competitors (ignoring the advantageous lowest position on existing poles). Of course, we will need to address the details for FirstEnergy's attachment(s) to Verizon's poles during the transition, but a simple solution could be to use the applicable operational terms and conditions of the existing agreements. I realize this suggestion may be as novel for Verizon as it is for FirstEnergy, but perhaps thinking "outside the box" can lead to creative solutions meeting both our needs.

Please contact me if you'd like to discuss these ideas before formulating a response. I look forward to hearing from you.

Steve

Stephen F. Schafer
Manager, Joint Use & Cable Locating
Energy Delivery - Operations Services
FirstEnergy Services Company
76 South Main Street A-GO-11
Akron, Ohio 44308
330.384.3711
SSchafer@FirstEnergyCorp.com

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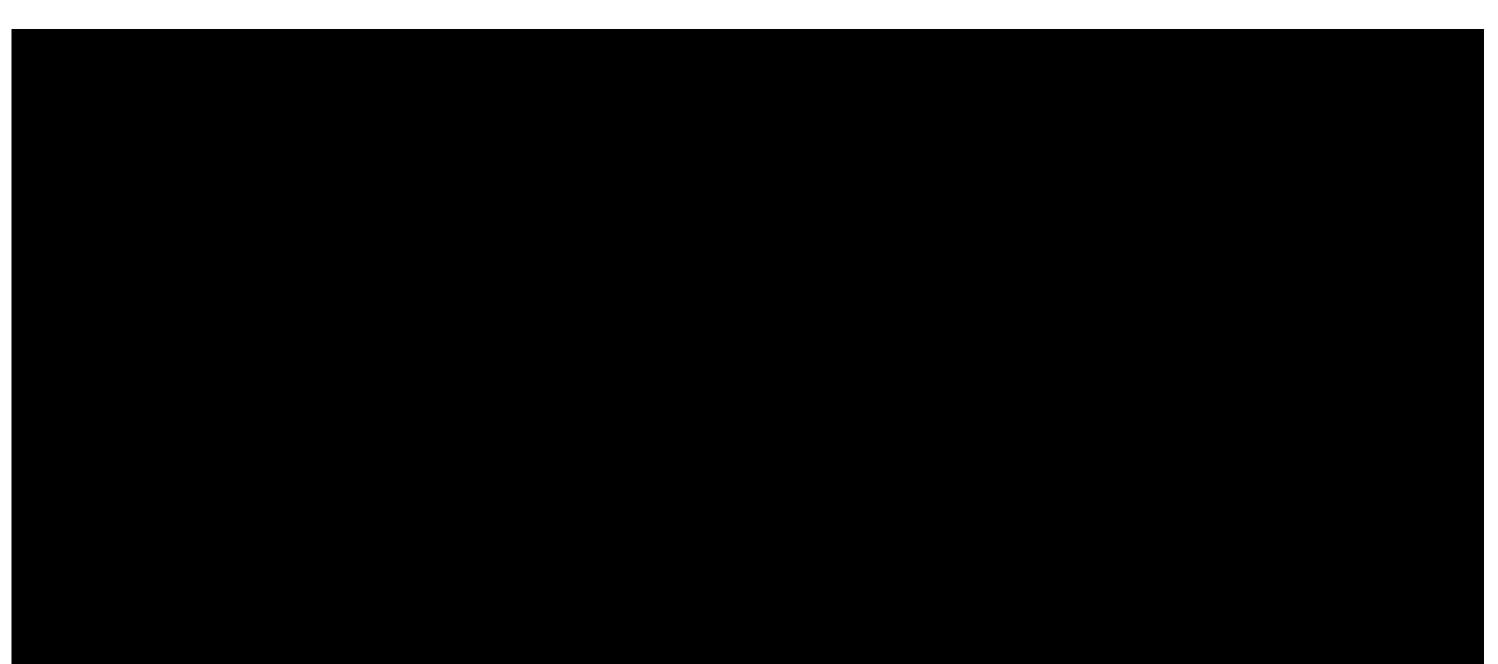

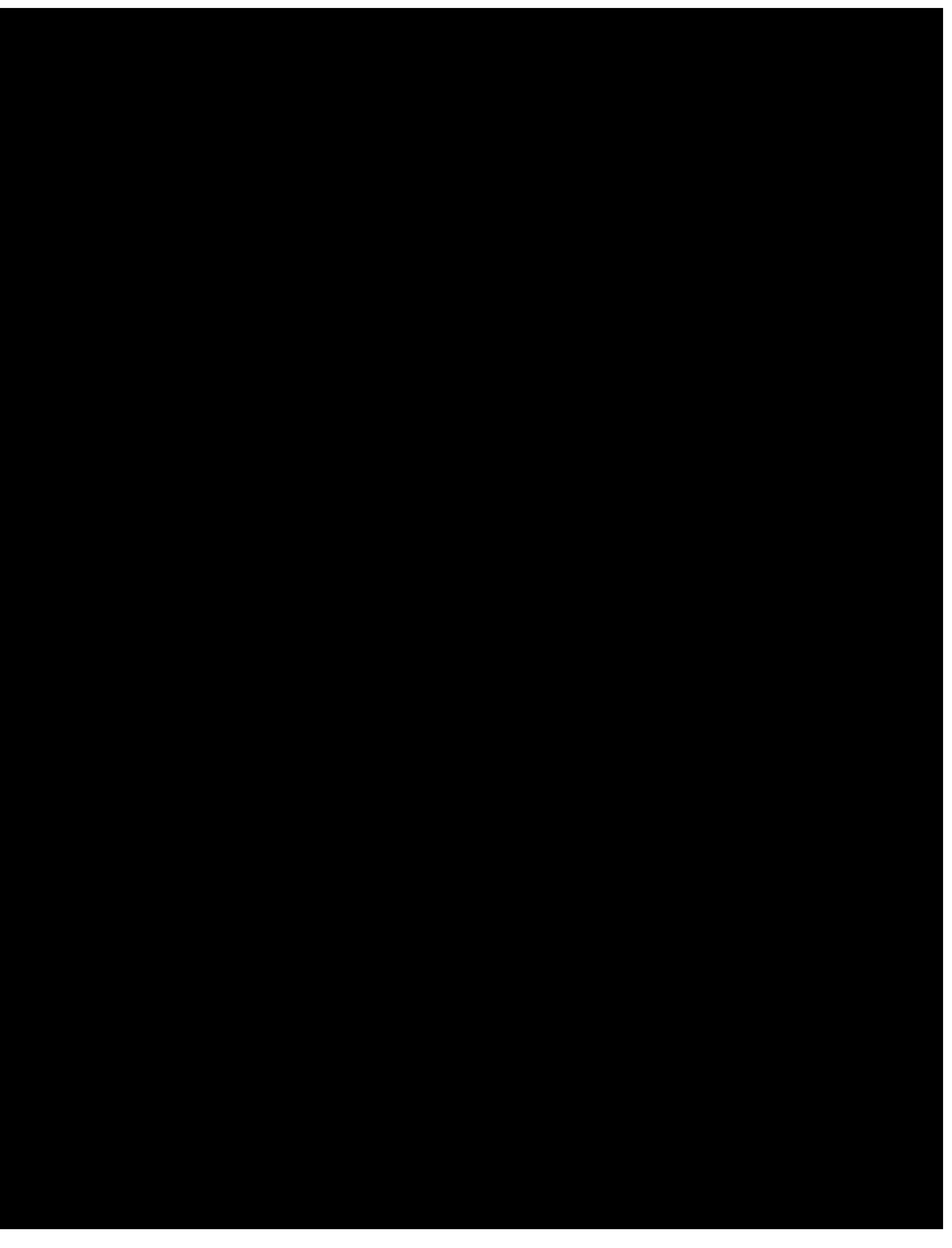

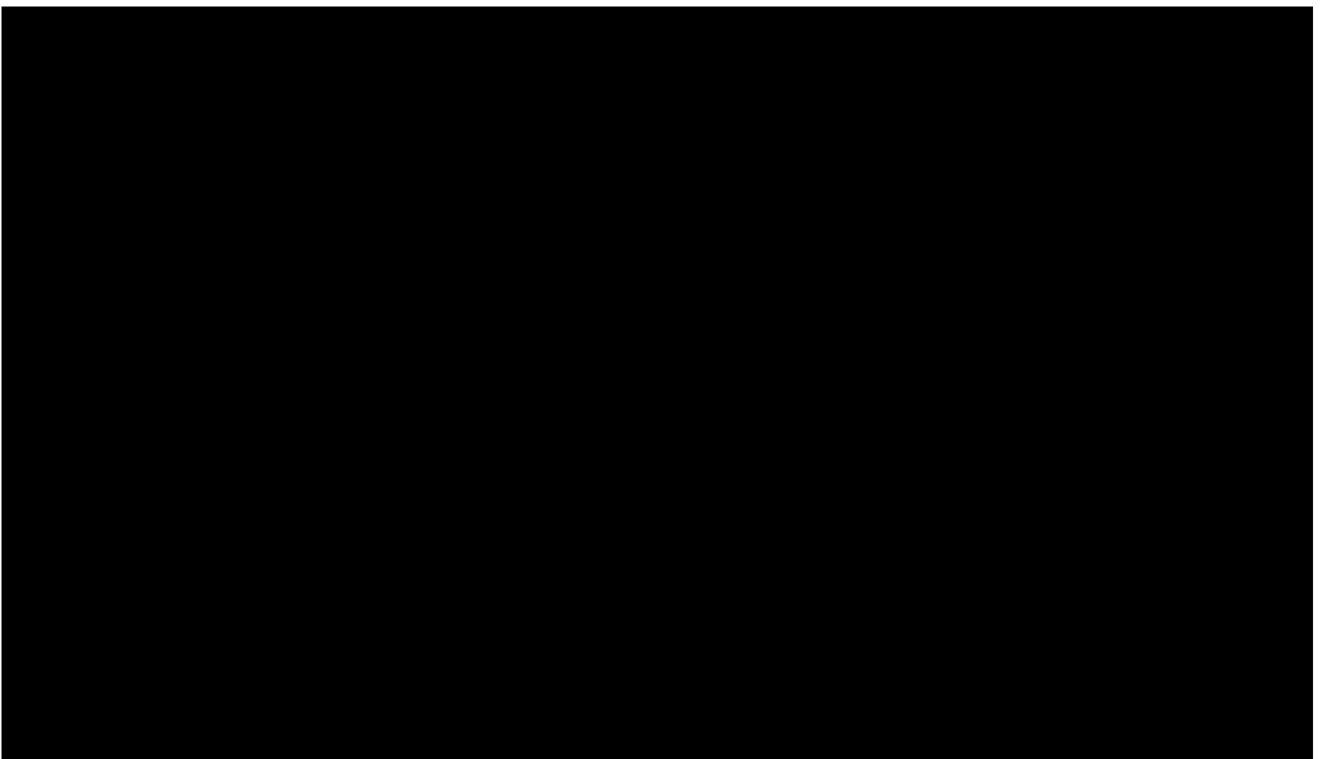

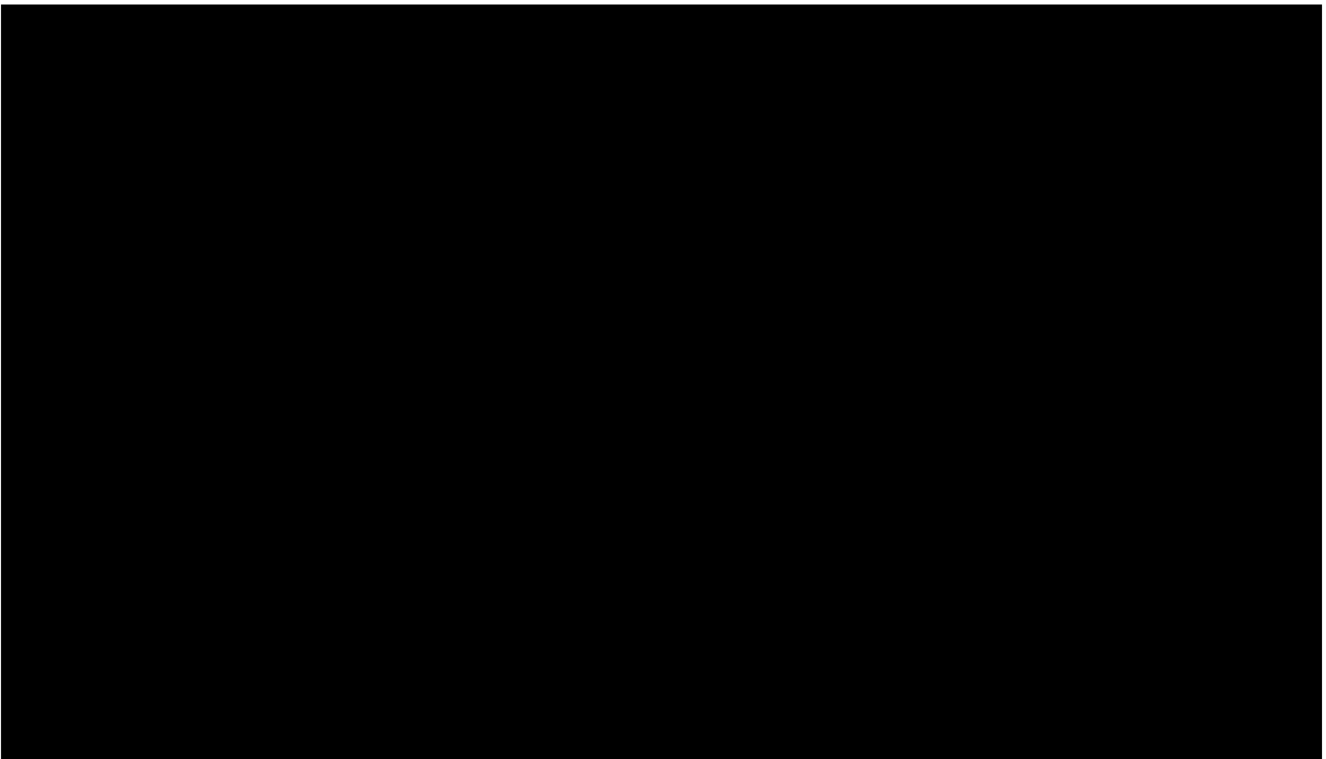

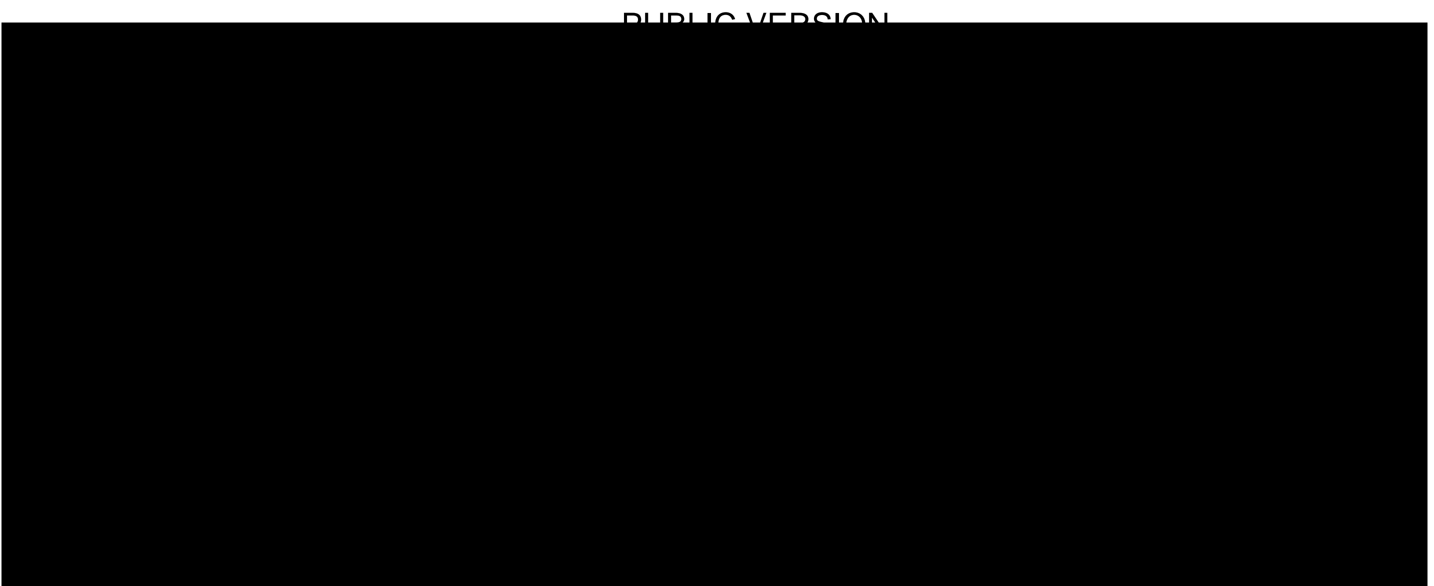

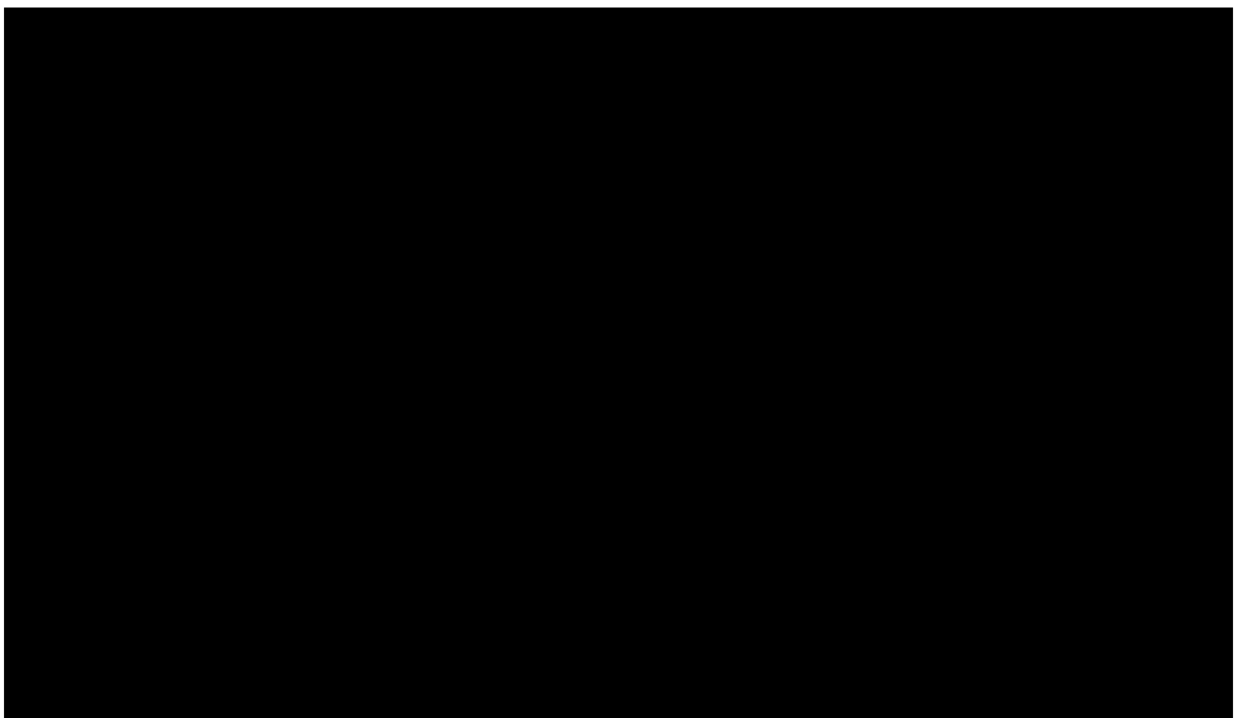

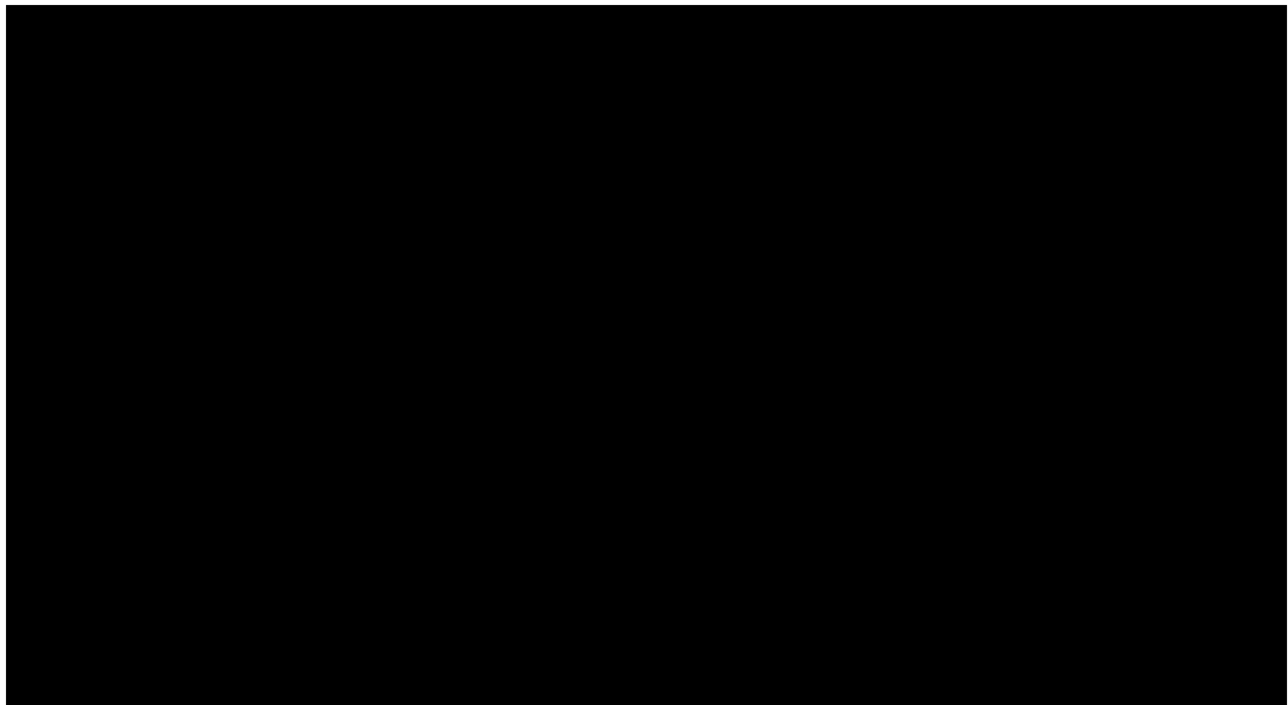

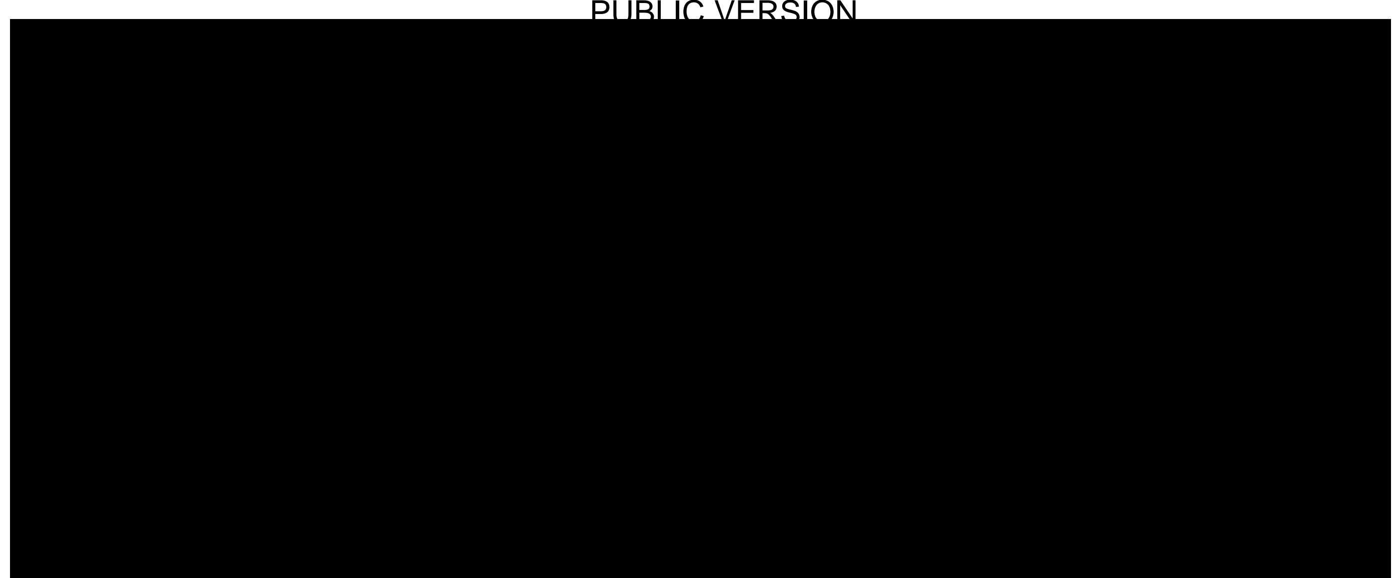

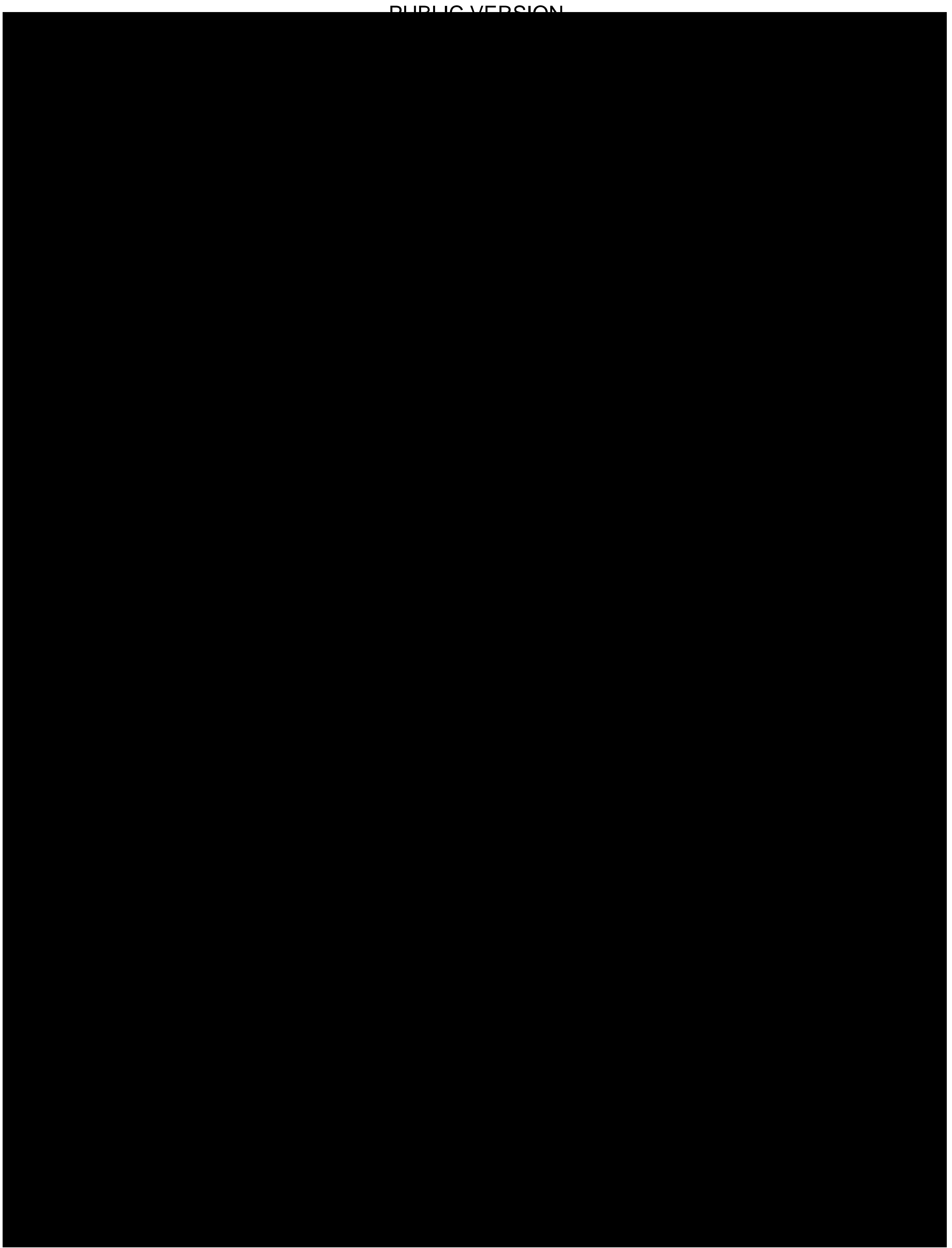

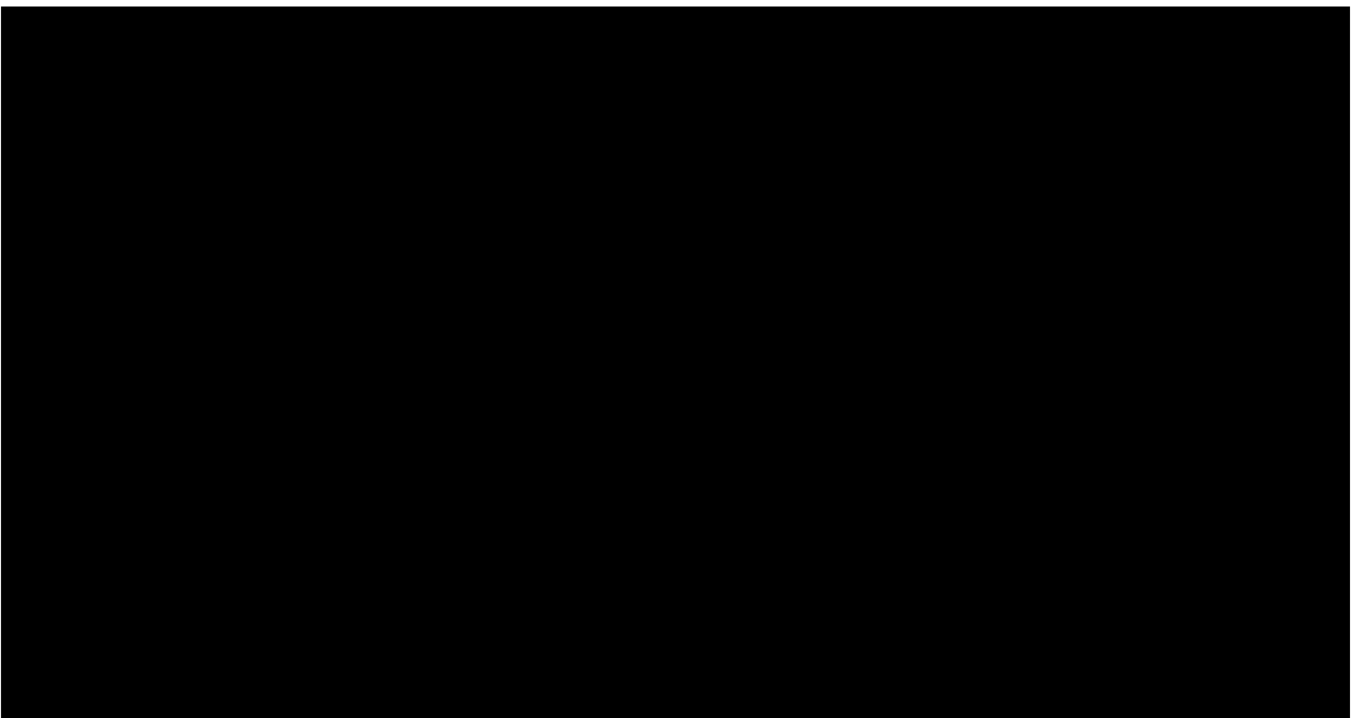

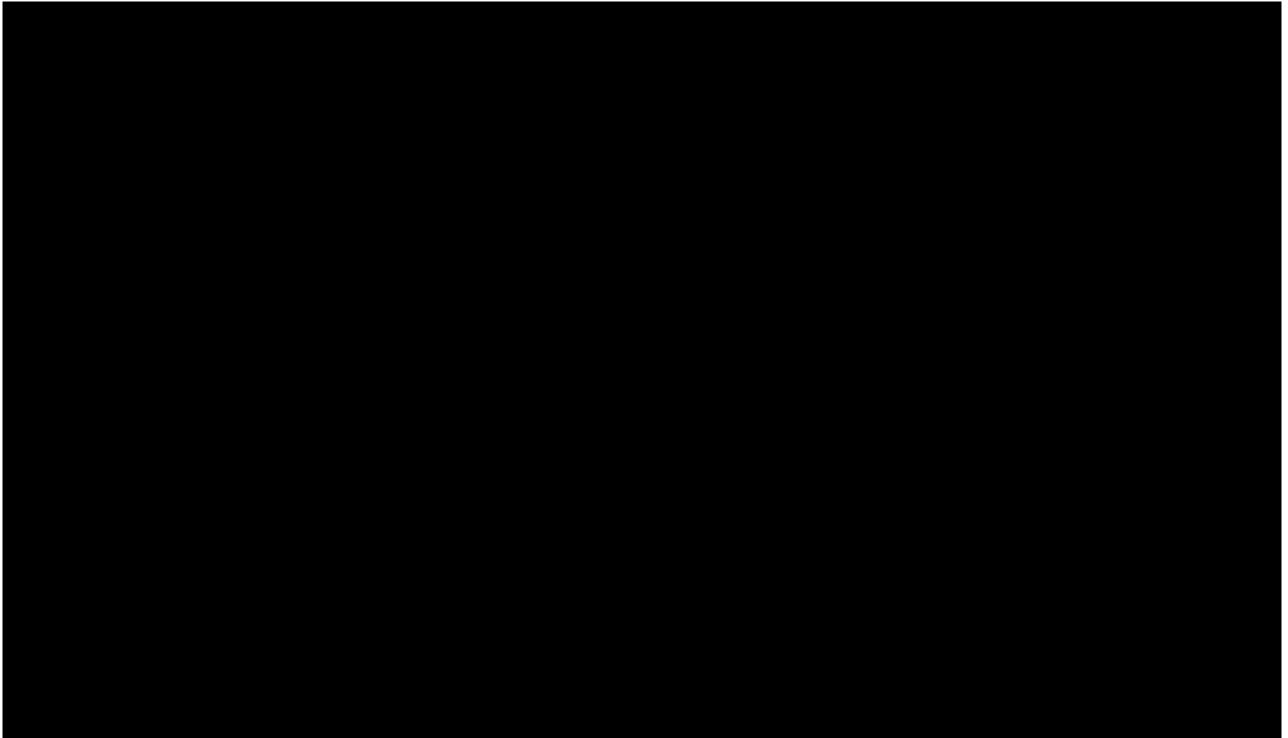

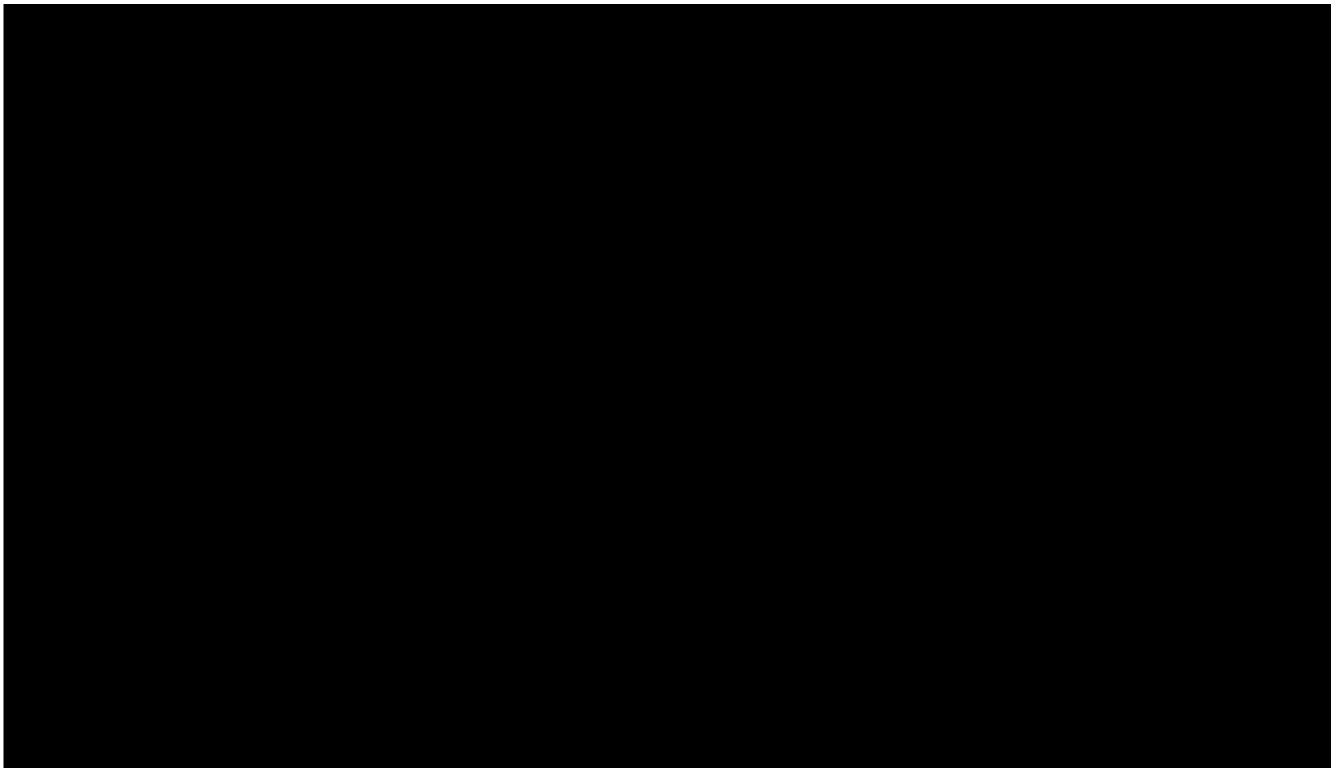

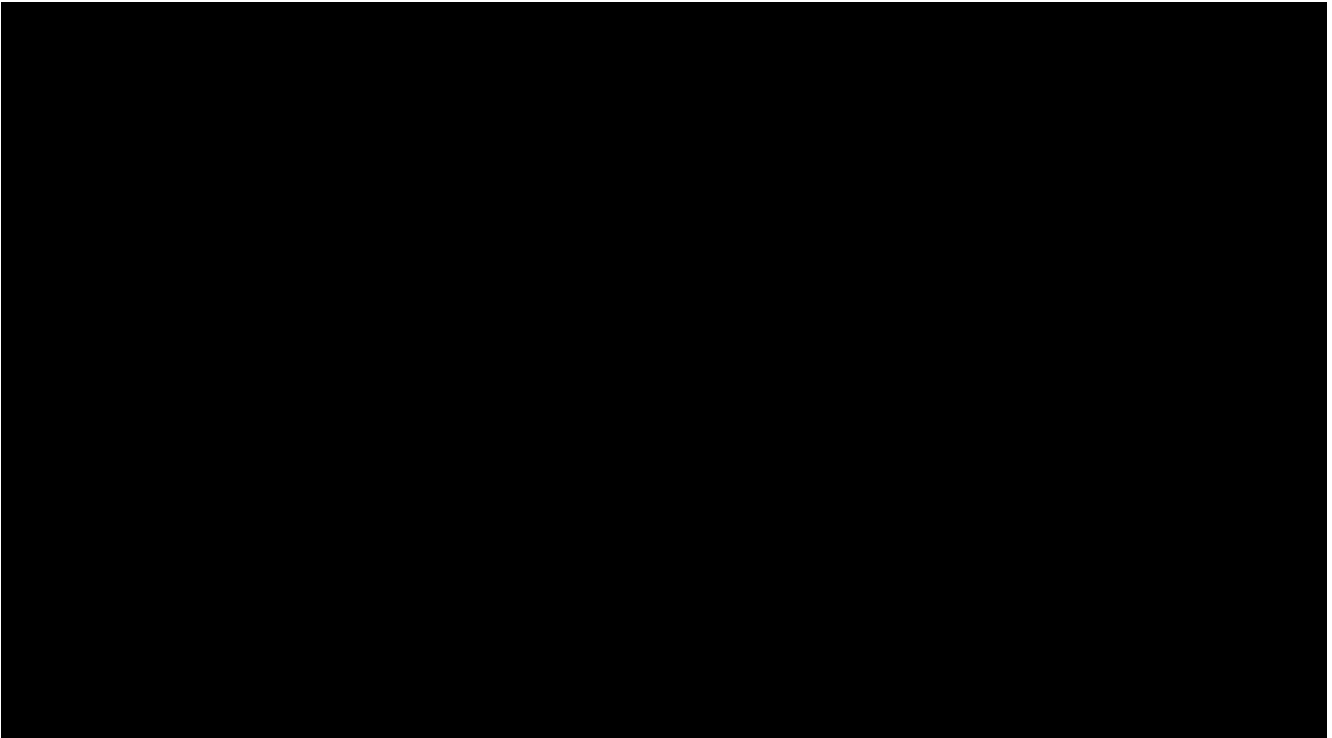

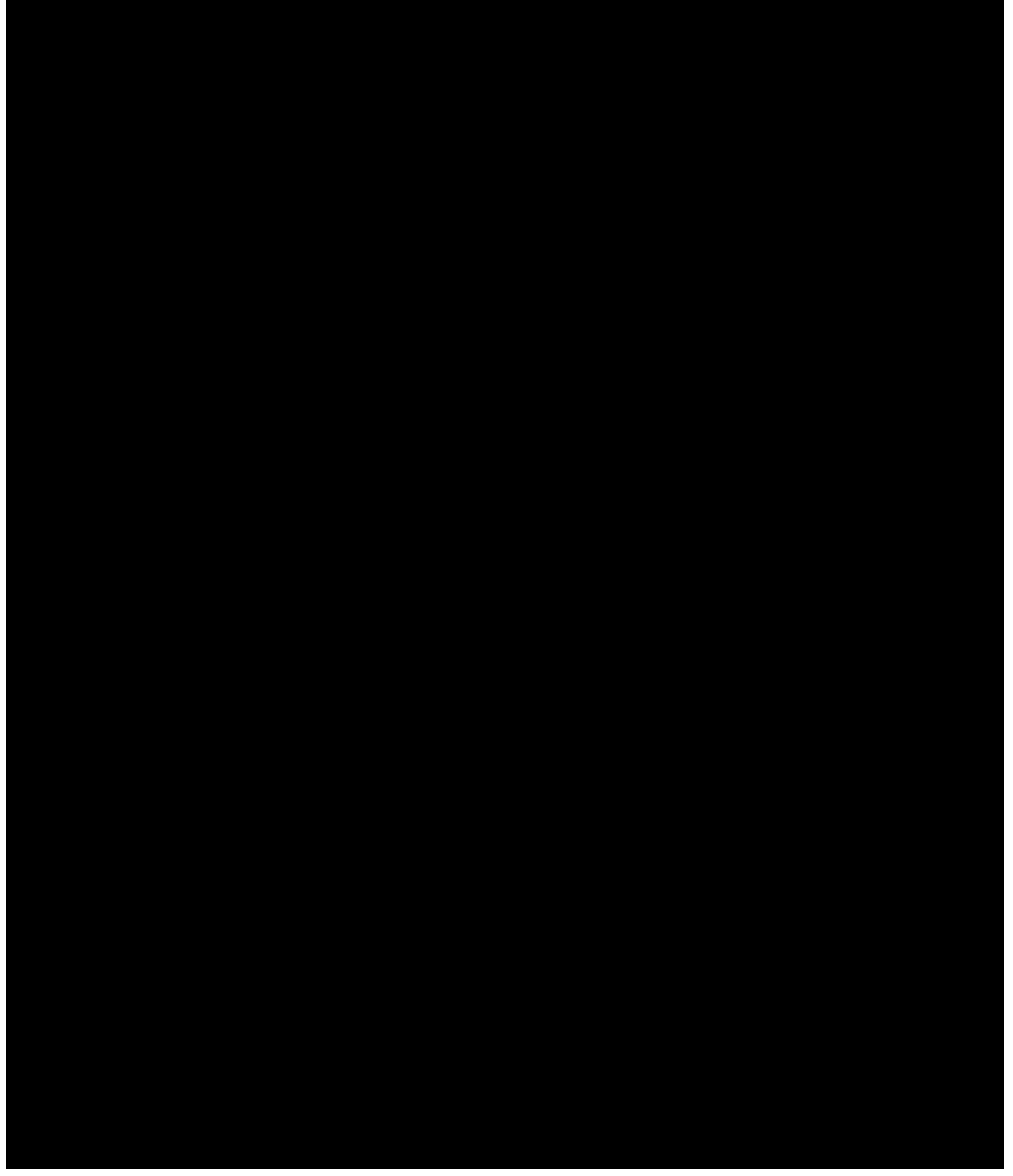

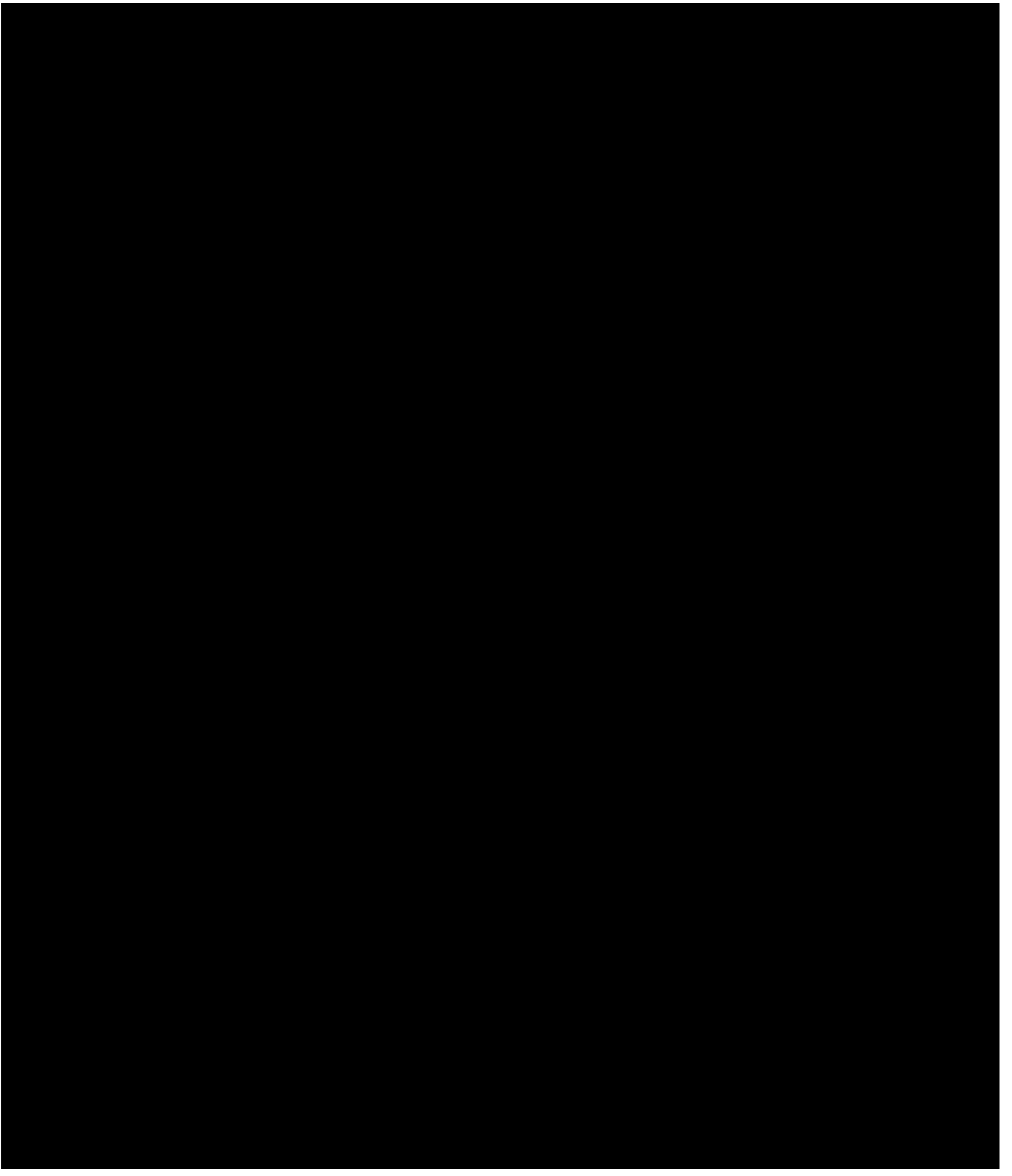

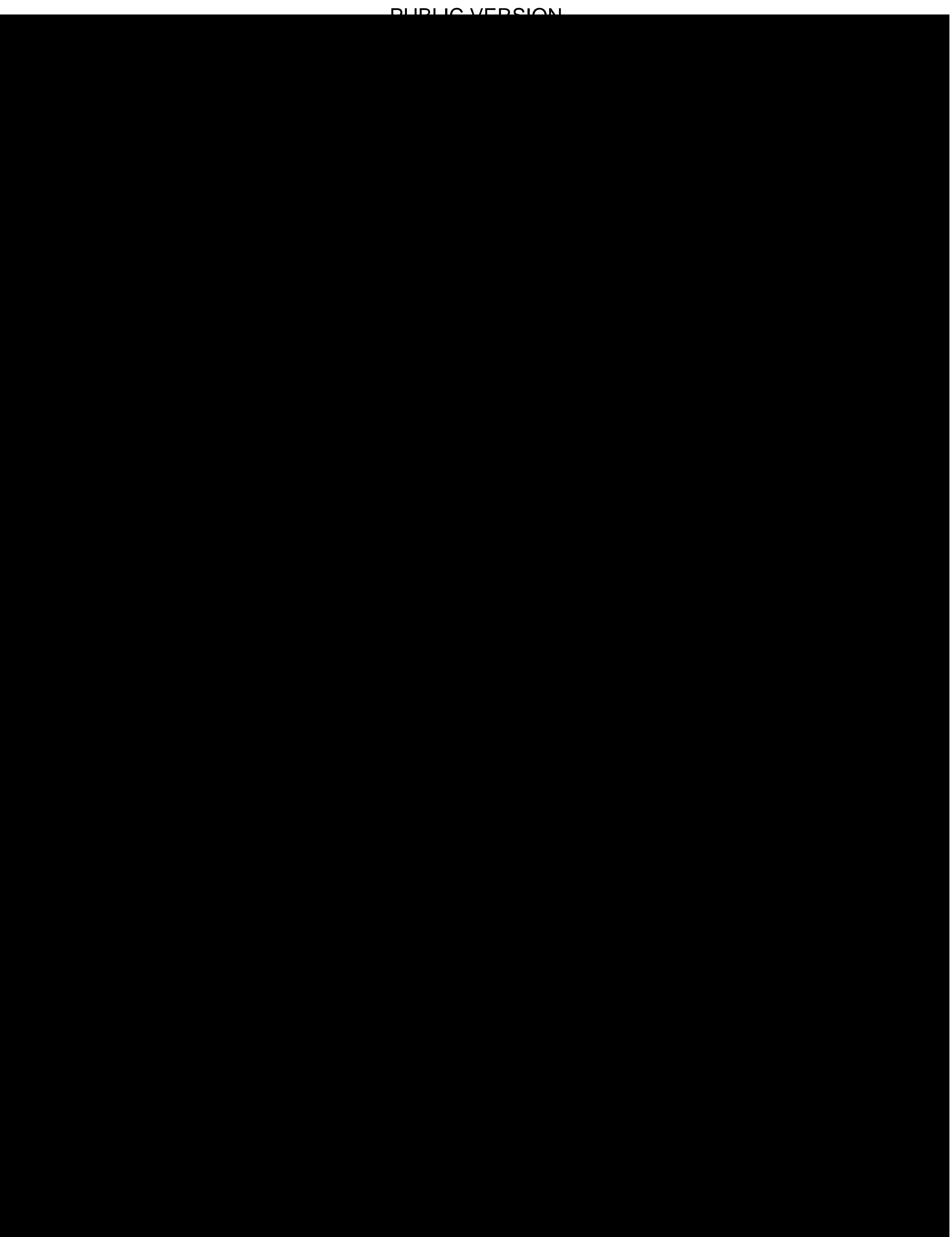

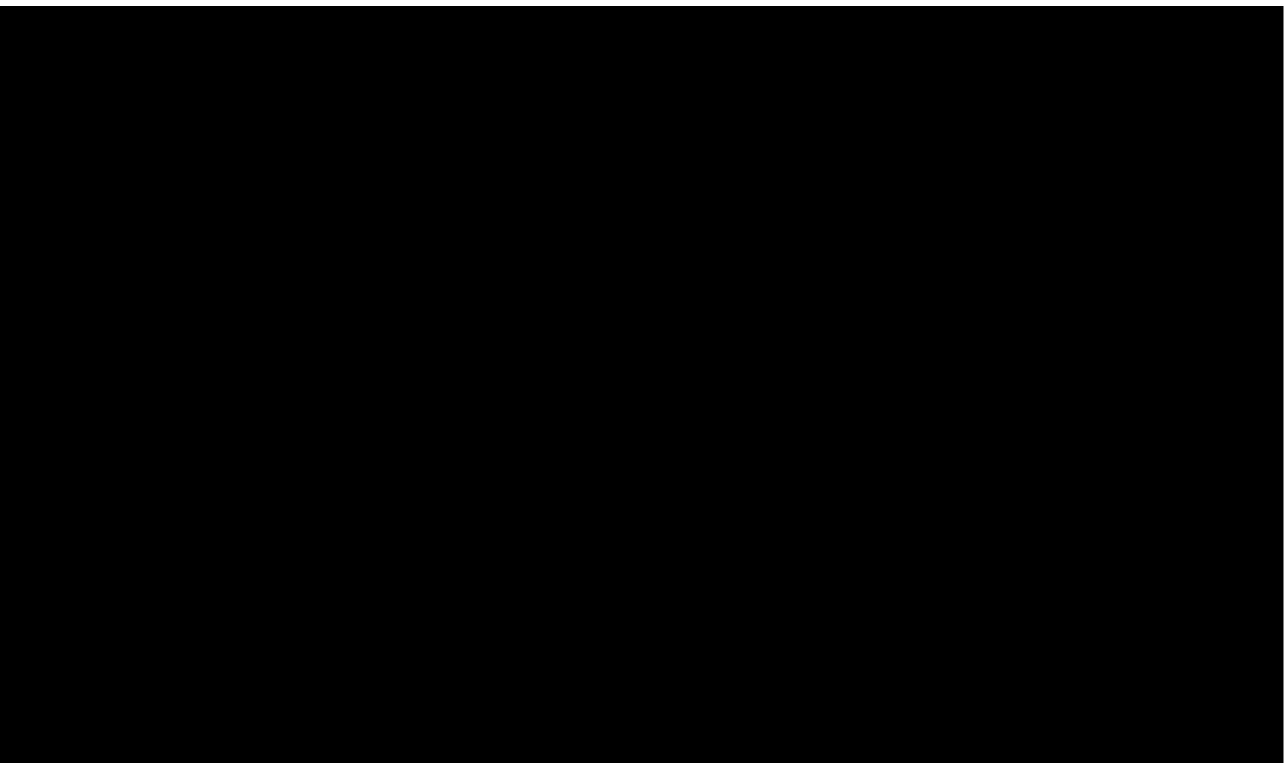

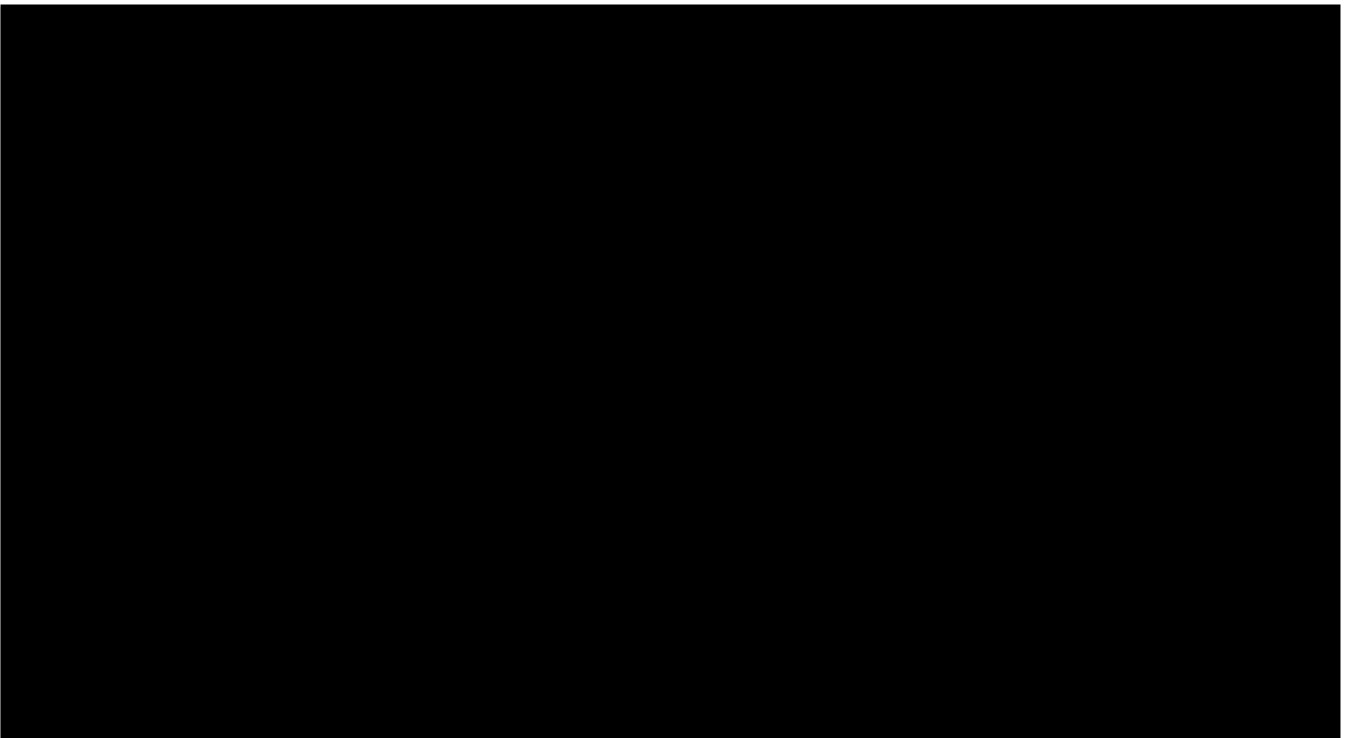

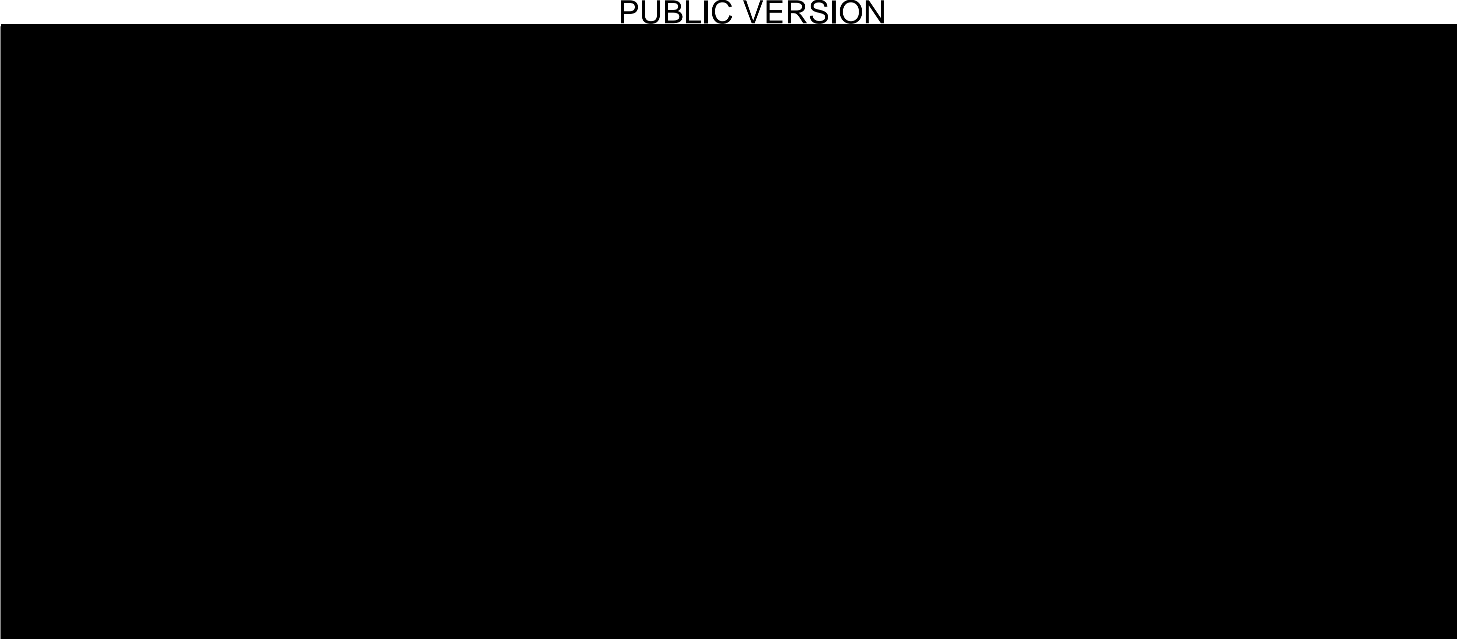

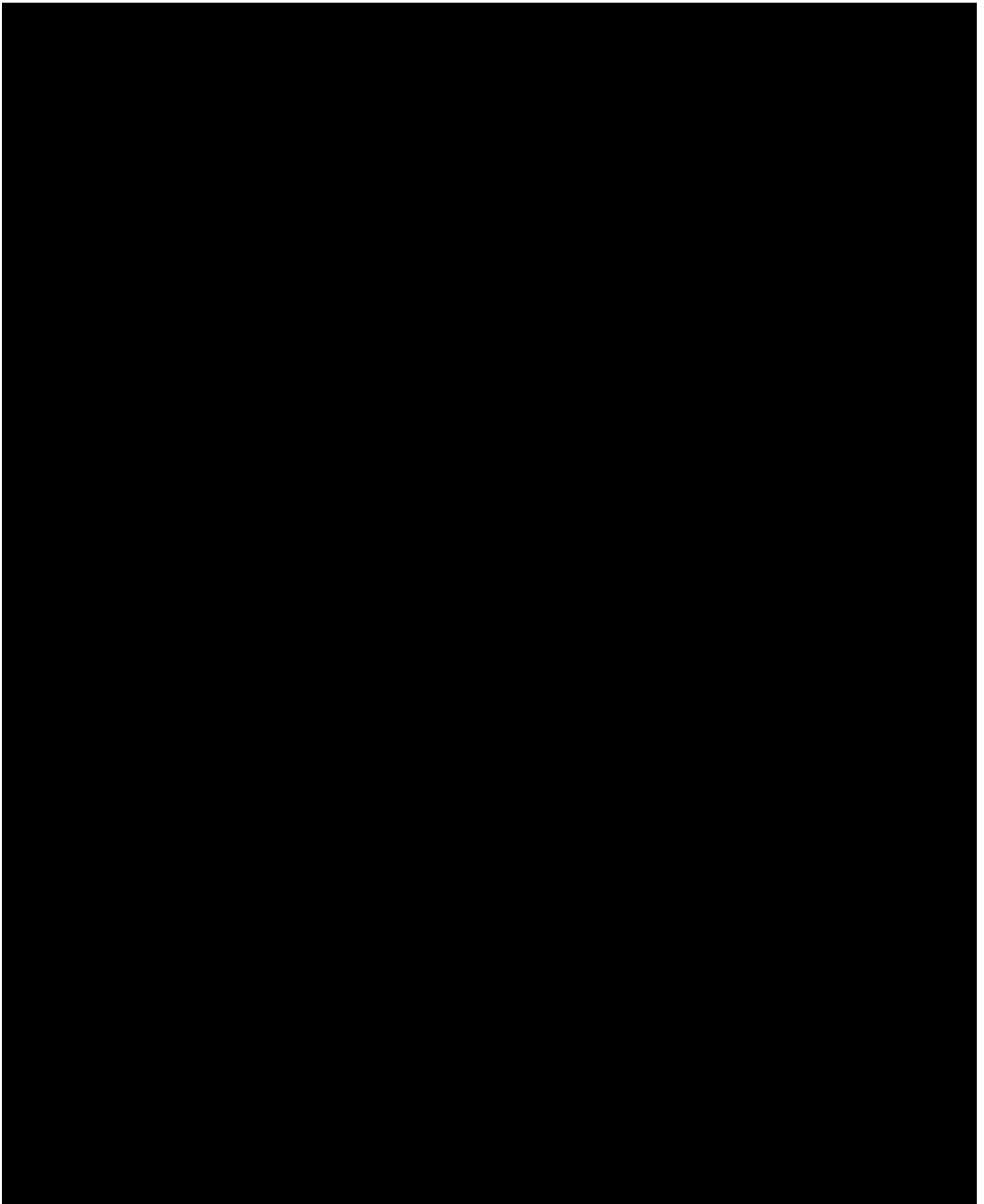

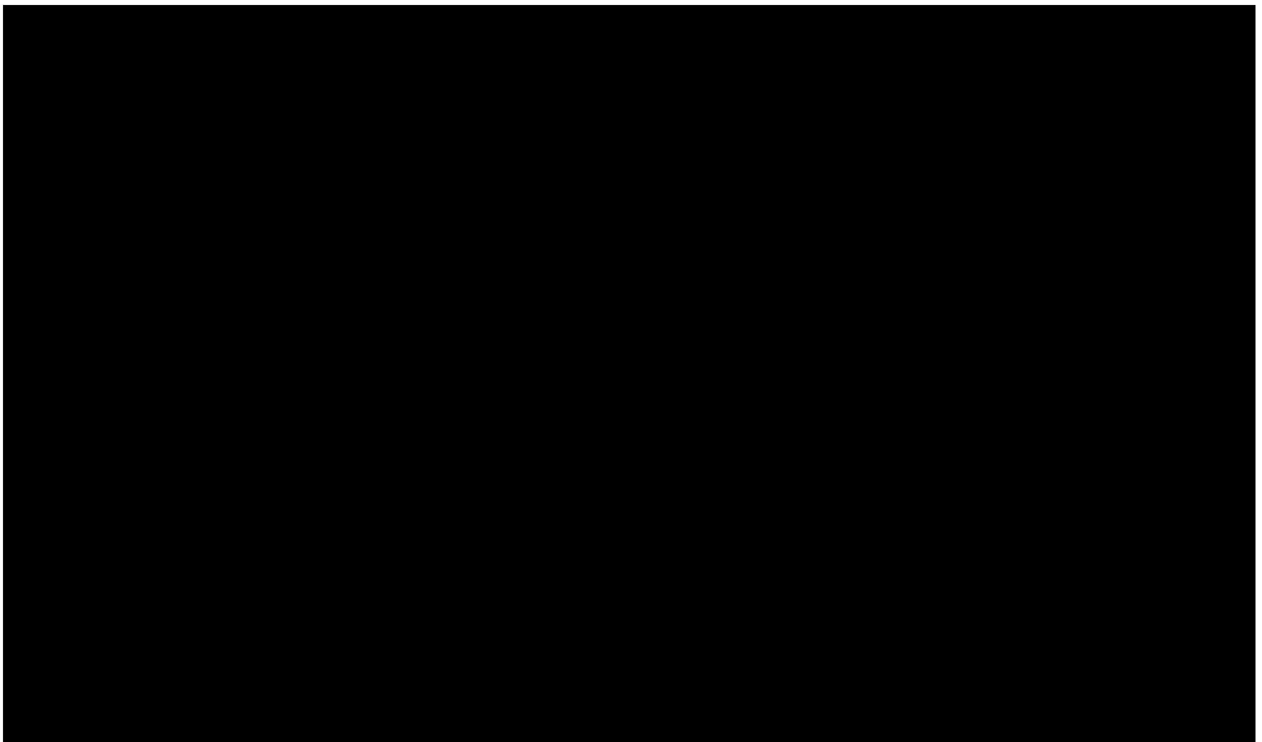

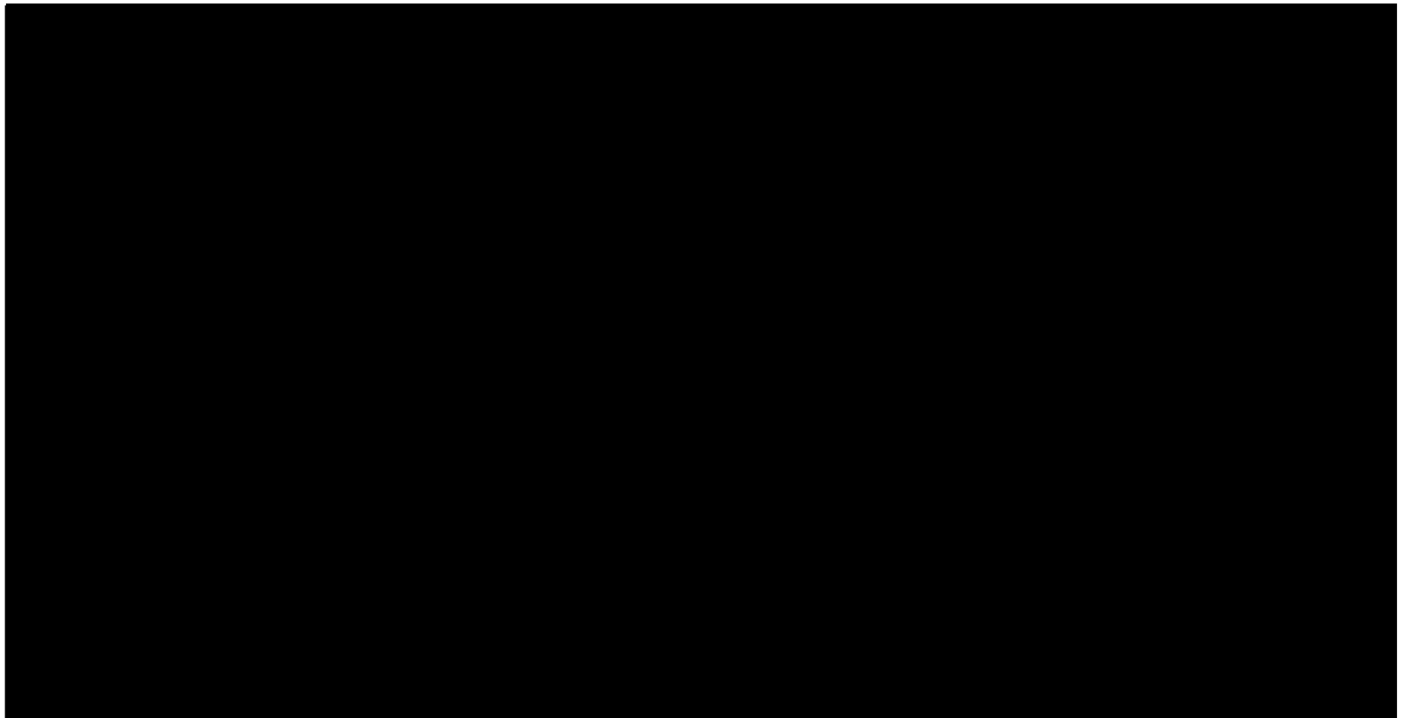

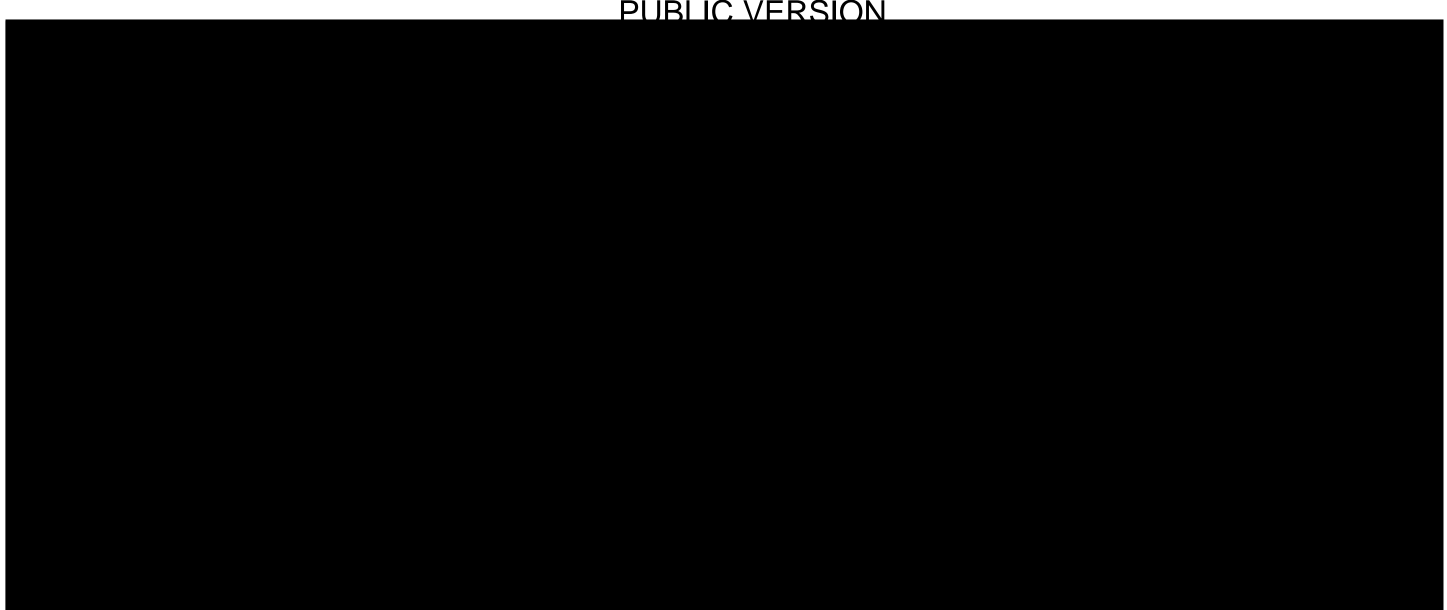

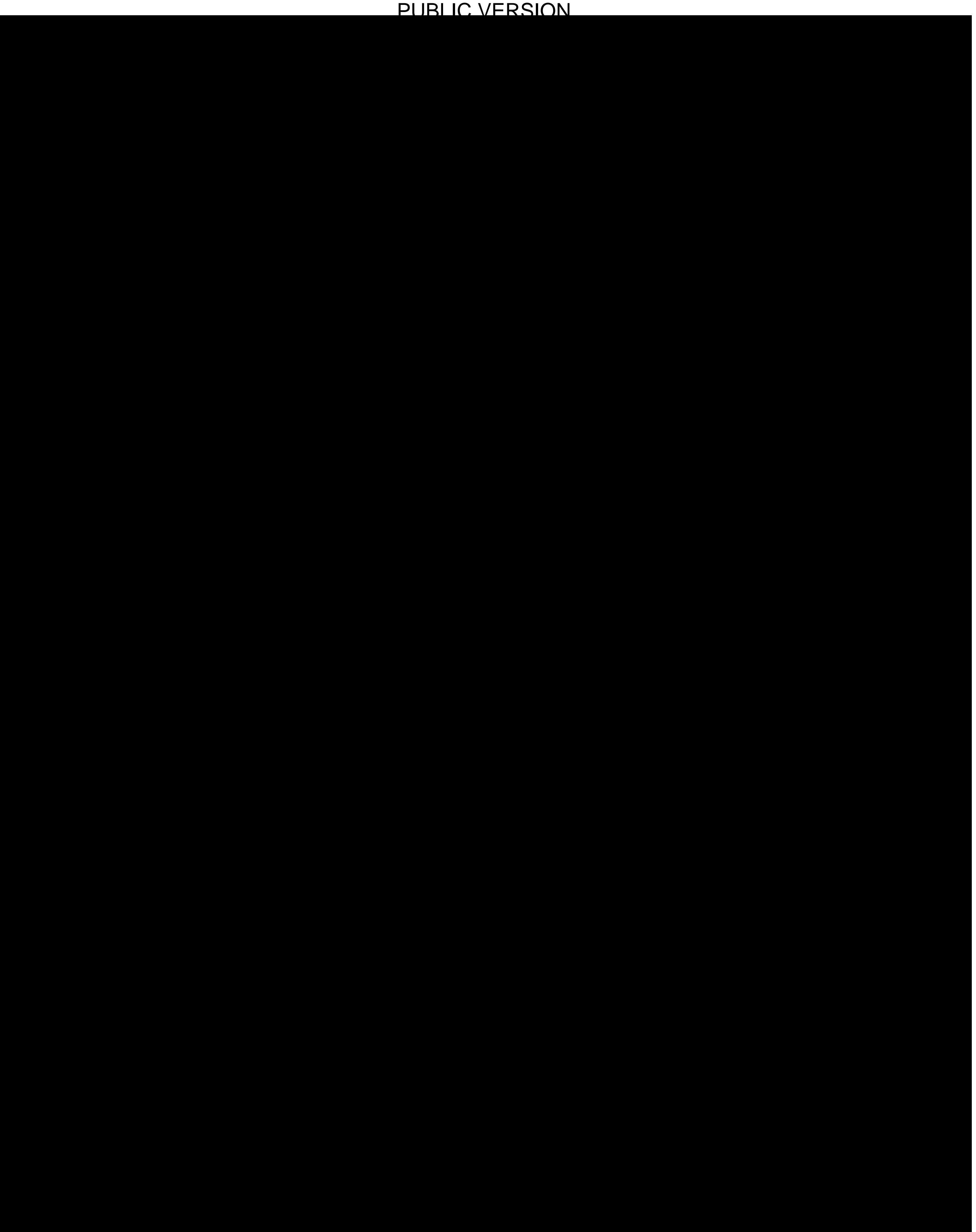

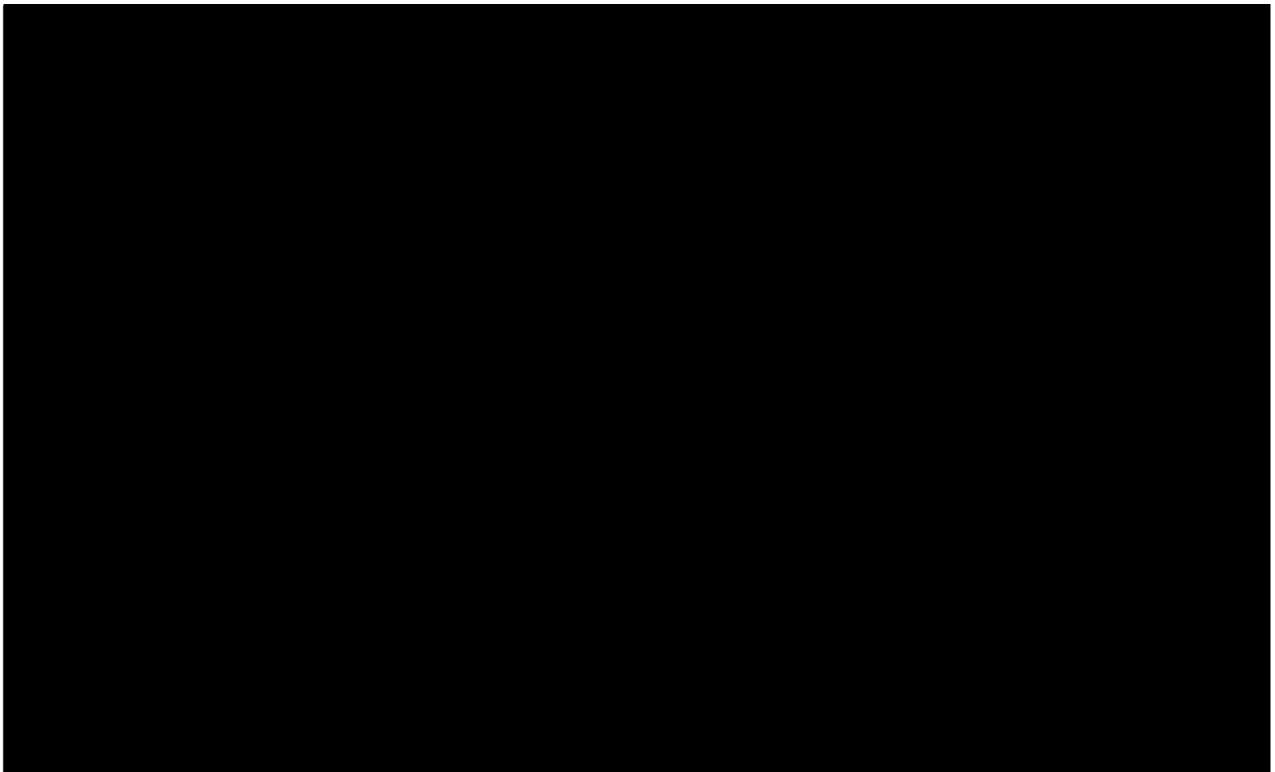

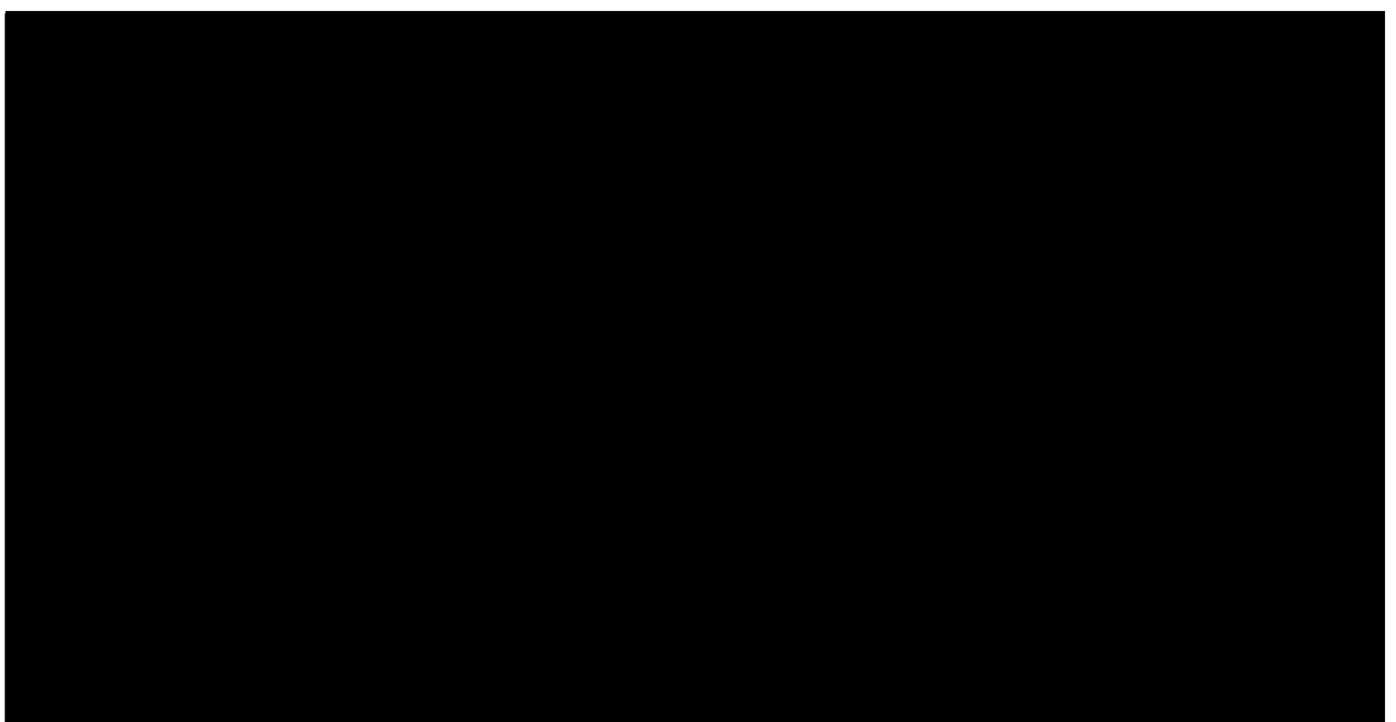

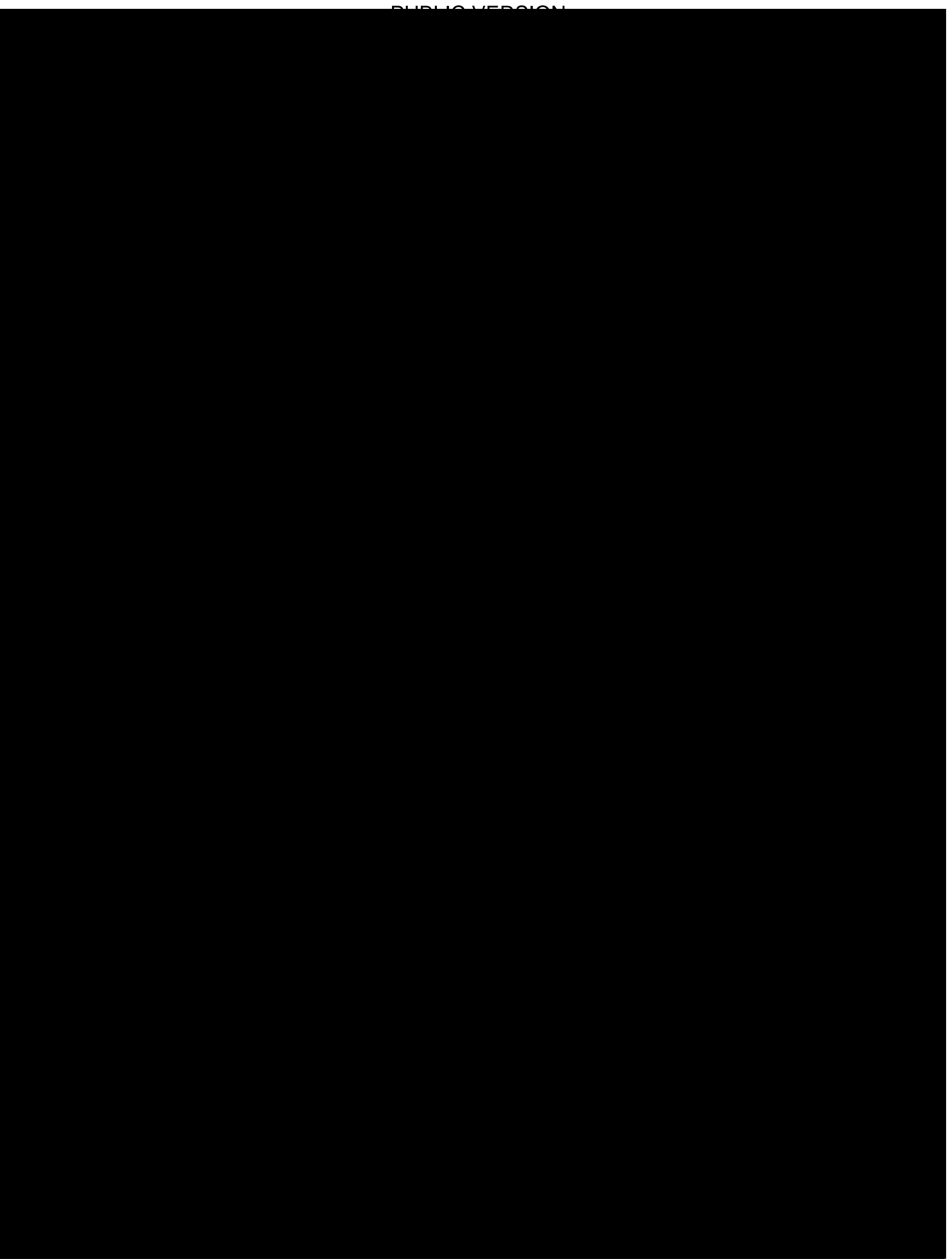

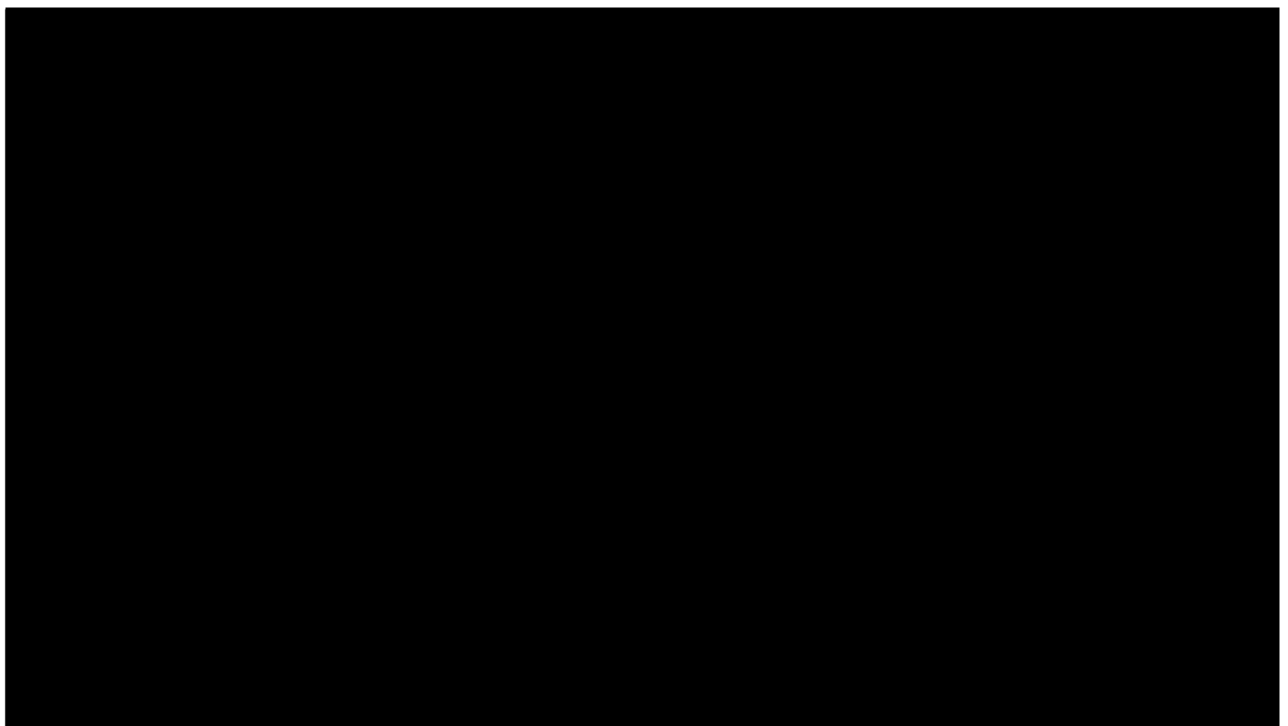

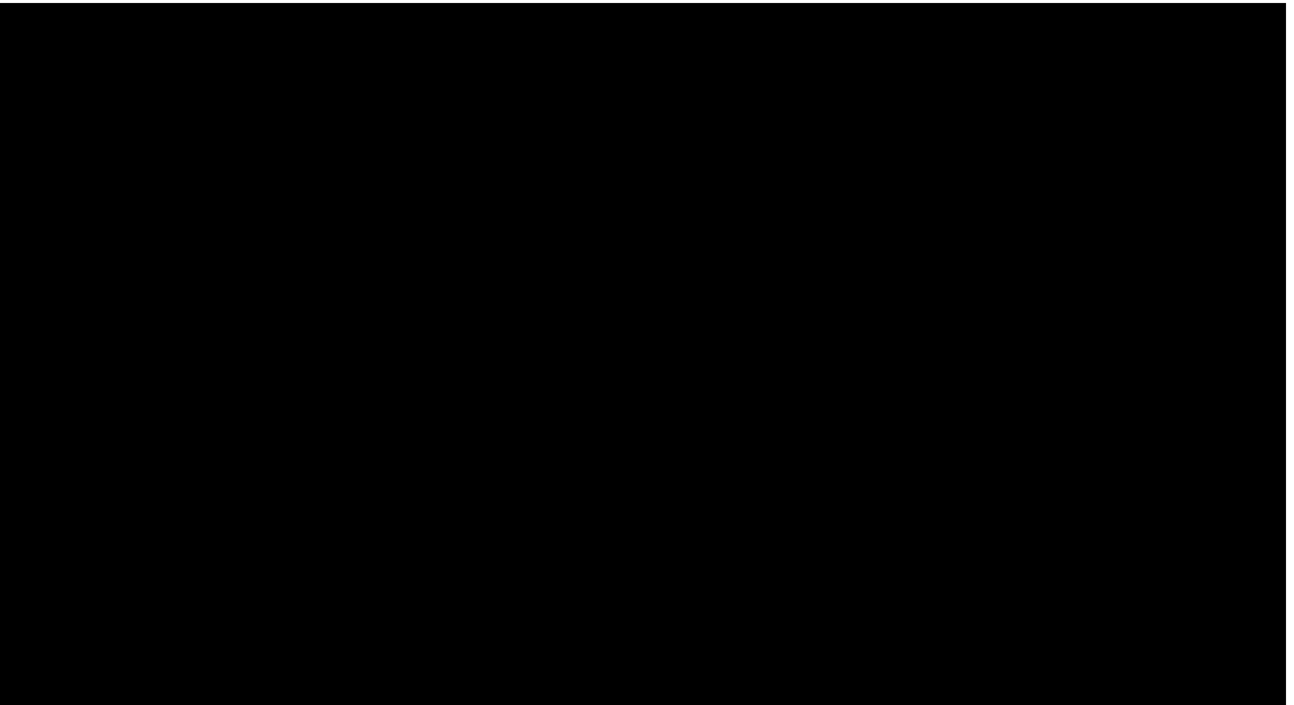

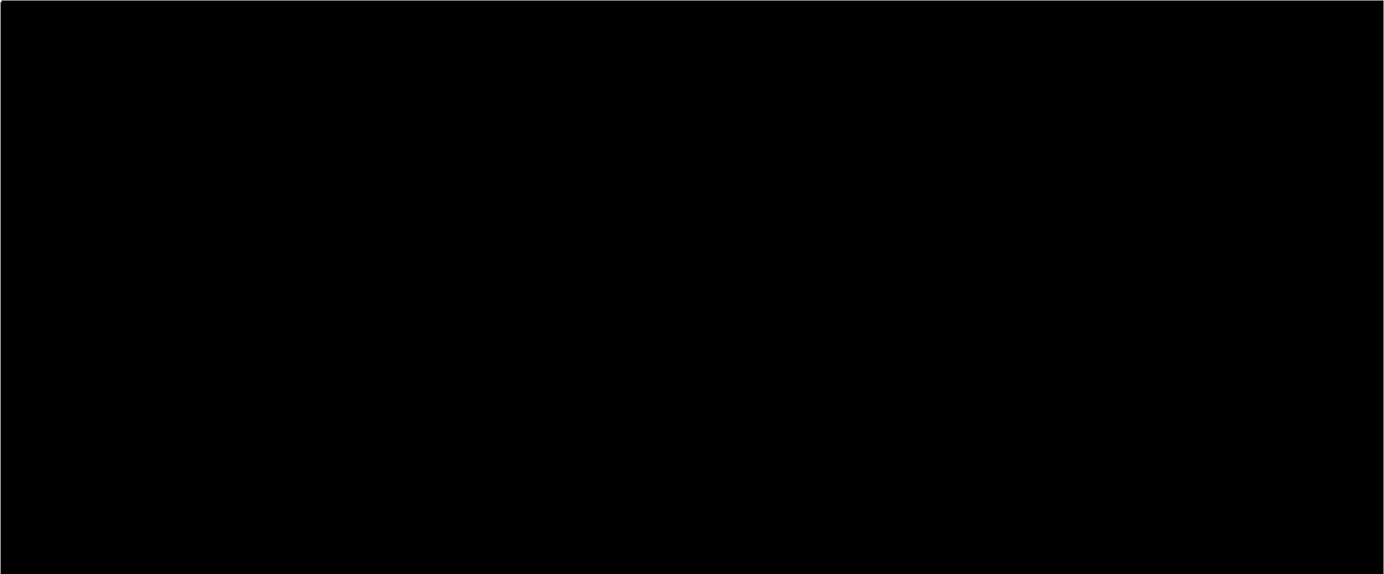

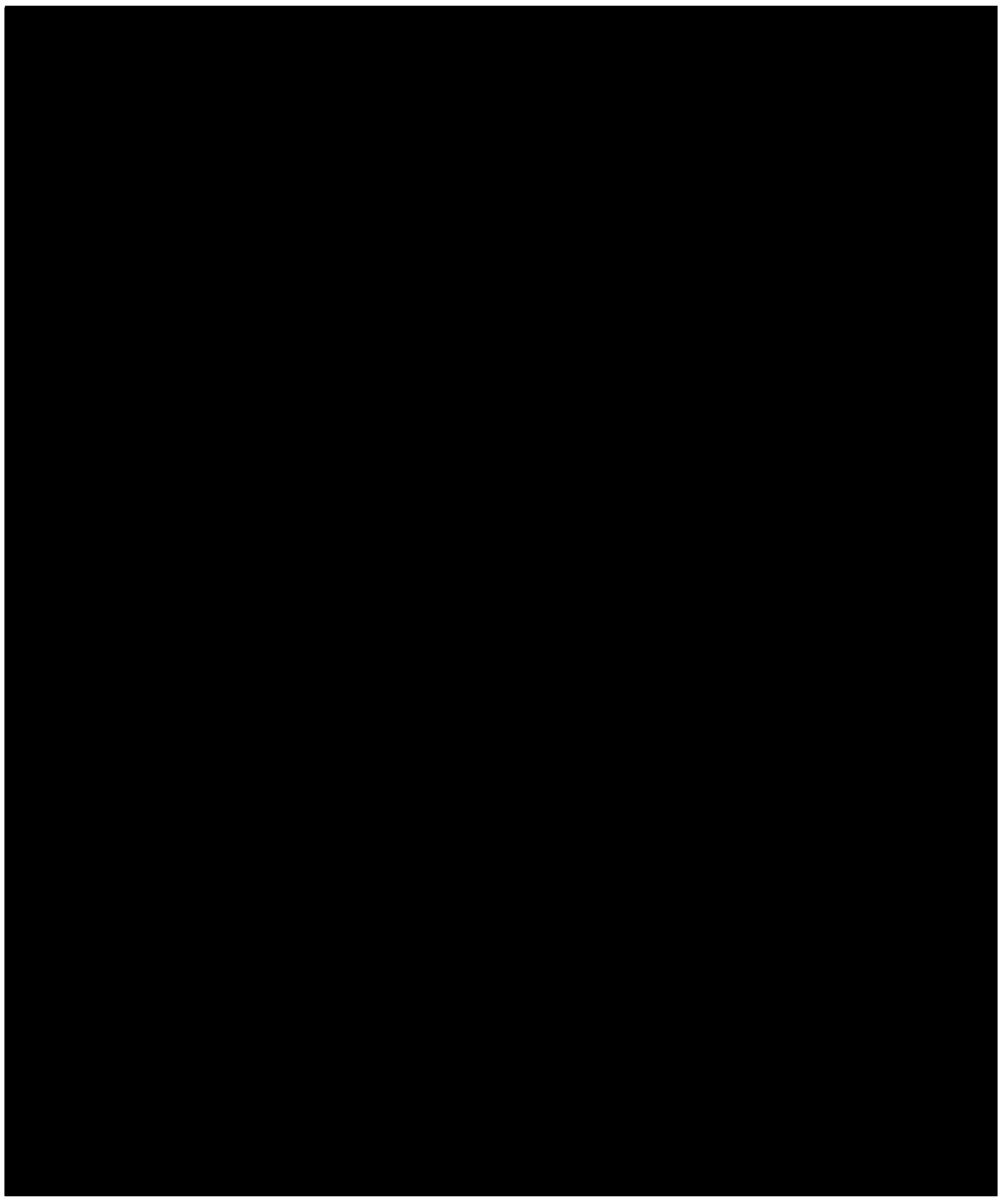

Exhibit 29

From: Karafa, David J. [mailto:djkarafa@firstenergycorp.com]
Sent: Thursday, June 7, 2018 10:47 PM
To: Trosper, Brian H <brian.trosper@one.verizon.com>
Subject: [E] RE: FirstEnergy Counterproposal

Brian:

I share your disappointment that the parties have not progressed further in our negotiations, and I appreciate that you recognize FirstEnergy's offer to use the pre-2011 Telecom rate is "a constructive step forward." Our longstanding existing joint use agreements are entitled to deference by the FCC, and our offer to use the pre-2011 Telecom rate is consistent with the range of calculations that Verizon itself proposed in 2015. We therefore agree that FirstEnergy's compromise is a constructive step forward.

We continue to hope Verizon too will be inclined to take some constructive steps forward of its own.

The FCC's April 2011 Pole Attachment Order states the FCC will defer to existing agreements and indicates it will reject complaints about agreements like these that no party has sought to terminate. The FCC will look for bargaining leverage, but FirstEnergy lacks such leverage because the parties are dependent on each other for access to the other's poles and because FirstEnergy can't contractually remove most of Verizon's attachments anyway. Additionally, Verizon's own bargaining leverage is evidenced by its earlier refusal to pay joint use invoices and by its continuing unwillingness to operate and maintain its pole distribution system in accordance with our existing joint use agreements, no matter what those agreements require.

As we've repeatedly stated, FirstEnergy is willing to discuss the numerous advantages that Verizon has over its competitors, including how those advantages should be quantified, and we believe Verizon's competitive advantages will easily justify current contract rates. As for refunds, neither the facts nor the law support refunds in this case. Refunds are not appropriate because (1) the contracts have not been terminated, (2) FirstEnergy's rates are otherwise justified, and (3) the FCC's ratemaking rules are so vague that it is difficult to predict what the rate should be. We are also confused as to why Verizon has included Penelec, Potomac Edison and Penn Power in its refund requests, when the parties have been negotiating only Met-Ed's rates (and the Met-Ed rate negotiations were placed on hold for more than two years while the parties tried to negotiate other terms for new Met-Ed and Penelec agreements), including Verizon's work stoppage.

The Enforcement Bureau's "interim" Verizon v. Dominion decision and the FCC's pending pole attachment Notice of Proposed Rulemaking (NPRM) do not stand for what Verizon claims. Unlike our situation, the Verizon v. Dominion proceeding addressed a joint use agreement that post-dated the FCC's April 2011 Pole Attachment Order, and in that proceeding Dominion for some reason made no effort to monetize Verizon's advantages as directed by the FCC. To the contrary, FirstEnergy will make every effort to do so. As for the FCC's NPRM, that notice of proposed rules is of course not a final rule anyone can rely on, and the facts in this case support a favorable ruling for FirstEnergy even if the FCC's proposal were adopted. If Verizon believes the FCC's final ruling on its NPRM would be helpful for our negotiations, perhaps the parties should await that ruling before going further (we expect the FCC to rule on its NPRM soon).

Verizon has asked FirstEnergy to monetize its advantages over its CLEC and cable company competitors, and I would like to reinforce that we have repeatedly said we're willing to discuss these competitive advantages, and we continue to be willing to discuss them. Verizon's competitive advantages historically have included, and today continue to include, the following (among others):

Verizon Competitive Advantages

- Pre-planning makes room in advance for Verizon, and Verizon benefits considerably from being the first attacher on an unencumbered pole
- Verizon gets lowest attachment height which is easier to access
- And because Verizon gets the lowest position on the pole, it benefits from one additional attachment (i.e. 2 attachments in first 12" of space).
- Verizon is guaranteed a number of feet on each pole
- New attachers that wish to compete with Verizon must contend with already-congested poles
- Verizon's make-ready costs are dramatically lower than its competitors' costs
- Verizon's survey costs are dramatically lower than its competitors' costs
- Verizon's engineering costs are dramatically lower than its competitors' costs
- Verizon does not have to wait for the permitting process to receive permission to attach and so can serve customers faster and with less expense than its competitors
- Unlike new attachers, Verizon can overlash at will without having to wait for the permitting process to receive permission to attach in the first place. This allows Verizon to serve customers faster and with far less expense than its competitors
- Verizon's speed to market compared to new attachers (and even existing third party attachers) is worth millions to Verizon, and costs millions to its competitors
- Pole transfer provisions relieve Verizon of considerable attachment transfer costs that third party attacher competitors must incur
- Verizon can attach to FirstEnergy's multi-ground neutrals, unlike Verizon's competitors
- Verizon can attach to FirstEnergy's guys and anchors, unlike Verizon's competitors
- Verizon is not subject to audit costs as are Verizon's competitors
- Verizon need not affix identification tags as do Verizon's competitors
- Verizon is not subject to unauthorized attachment penalties as are Verizon's competitors
- Verizon is not subject to safety violation penalties as are Verizon's competitors
- Verizon need not post bonds or other security, as must Verizon's competitors
- Verizon does not pay any agreement preparation fees as do Verizon's competitors
- Verizon does not pay any attachment application fees as do Verizon's competitors
- Evergreen provisions in our joint use agreements mean Verizon cannot be removed from FirstEnergy poles even if the contract is terminated, unlike Verizon's competitors
- Insurance provisions are less burdensome for Verizon than for Verizon's competitors
- Indemnification provisions are more favorable to Verizon, saving Verizon millions in out of court settlements over its competitors

In addition to these competitive advantages on FirstEnergy's poles, Verizon has enjoyed similar competitive advantages on its own poles. In addition, Verizon has saved considerable additional money by not complying with its joint use obligations and by shifting costs that Verizon itself should be incurring to its joint use partner FirstEnergy.

We believe these advantages Verizon has in its joint use agreement are the reasons why Verizon has not responded to FirstEnergy's repeated offers to move away from the pole owning business and switch to a standard CLEC agreement providing the same rates, terms and conditions that Verizon's CLEC competitors operate under.

As envisioned by the FCC, the process of monetizing these advantages that Verizon has over its competitors requires discovery from Verizon. The attached FCC Briefing Order in the Frontier v. FirstEnergy proceeding resulted in the attached First Set of Discovery Requests from FirstEnergy to Frontier. In any such proceeding that might take place between FirstEnergy and Verizon, we would expect significantly more discovery to address the additional issues not addressed in the Frontier case. …

FirstEnergy hopes and believes the parties can resolve this matter outside of FCC involvement and renews its offer to Verizon to continue negotiating a mutually-satisfactory resolution. Please let us know if Verizon agrees. If so, perhaps another meeting would be appropriate either between ourselves or our personnel to discuss a path moving forward.

Thanks…….

From: brian.trosper@verizon.com <brian.trosper@verizon.com>
Sent: Wednesday, May 30, 2018 4:04 PM
To: Karafa, David J. <djkarafa@firstenergycorp.com>
Subject: FirstEnergy Counterproposal

Dave,

As we discussed on the phone last week, I met with my team to review First Energy's counteroffer. I am disappointed that we remain so far apart on what constitutes a just and reasonable rental rate for Verizon's attachments on FirstEnergy's poles. While FirstEnergy's offer to use the Pre-2011 telecom formula to set the rental rate is a constructive step forward, the FCC's orders have made two things clear:

1. ILECs are entitled to the new telecom formula when comparably situated to their competitors, with the rate resulting from the Pre-2011 Telecom Formula serving as a high-level reference point only in circumstances, unlike those present here, in which an ILEC attaches to an IOU's poles under terms and conditions that provide it a net material advantage relative to its competitors, and
2. Verizon is entitled to a refund of overpayments as far back as the statute of limitations will allow, which I understand is four years in Pennsylvania.

Your offer ignores these rulings from the FCC and the policies and proposed rules contained in the NPRM it issued last year. Although our respective joint use groups have been negotiating for more than 7 years, FirstEnergy has only recently identified a single alleged advantage that Verizon enjoys relative to its competitors: a different application process than its CLEC competitors follow for making attachments. Setting aside the fact that following a different process does not make it advantageous, FirstEnergy has not quantified the annual per-pole value of such alleged "advantage." And, even if FirstEnergy could show that this different application process was advantageous and had some quantifiable value, neither of which is the case, that value could not justify the significant difference between the rate resulting from the New Telecom Formula and the rate FirstEnergy has offered using the Pre-2011 telecom formula. Moreover, any calculation of competitive differences must also account for competitive disadvantages, and any value associated with a possible one-time process difference could not offset the ongoing costs of owning and operating a substantial pole network that Verizon's competitors are not obligated to incur. Mr. Schafer's recent proposal to provide Verizon the New Telecom Rate if it were to sign a license agreement misses the point. It is the terms of the agreements that matter, not their titles. After my team reviewed FirstEnergy's template license agreement, we continue to believe that Verizon enjoys no material competitive advantage under its joint use agreements and thus there is no basis for any upward departure from the rates resulting from the proper application of the New Telecom Formula.

It seems clear to me that First Energy does not agree with items 1 and 2 applying based on the outcome of our meetings, conversations and email exchanges. That disagreement presents a serious challenge to being able to reach a business deal.

I had mentioned during the call that I would send a counteroffer along with this email. But reflecting on these fundamental areas of disagreement, I didn't think it would be productive since any offer is grounded in First Energy needing to ultimately accept that the new telecom rate formula, with appropriate inputs, applies. Regarding inputs, for purposes of these negotiations, First Energy's revisions to cross-arm allowance, distribution pole counts, and cost

of capital inputs are acceptable, subject to validation. The remaining inputs should be those that were used in the file attached to my April 17th email.

I welcome First Energy making an offer that incorporates the New Telecom Rate formula with acceptable inputs and an appropriate refund amount for past overpayments. If you don't plan to do so, please confirm that intent back to me. Then I'll move this along to what I feel are next steps for Verizon.

As we first discussed in late January and in subsequent exchanges, I continue to hope that we can reach a business deal regarding rental rates, but understand that may not be possible.

Regards,

Brian

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Exhibit SCM-6

Exhibit 30

All attaching companies shall submit a Complete Application to FEOC. Incomplete applications will be returned to the applicant for correction and resubmittal. This document defines FEOC requirements for a Complete Application. Mandatory rules in this document are those that identify action that are specifically required and are characterized by the term shall**.** Prior to submitting a Complete Application, attaching company shall execute a Pole Attachment Agreement with FEOC. To establish a Pole Attachment Agreement, contact FirstEnergy Corporate Joint Use by email at corpjointuse@firstenergycorp.com.

A Complete Application shall include the following:

1. Use of FEOC's electronic permitting system (i.e., SPANS)
2. Submittal to the respective FEOC
3. Submittal of One Touch Make Ready (OTMR) separate from Non-OTMR
4. Attaching company name, key contacts, and approval signature
5. Contract number or pole attachment agreement ID
6. Application number
7. Maximum 25 poles per application for wireline attachments
8. Maximum 10 poles per square mile per application for wireless attachments
9. Pole/structure number (where tagged in the field) and location, including complete address and county
10. Telephone Company (i.e., ILEC) pole number (where tagged in the field)
11. Pole profile sheet[1] indicating height[2] of the following:
    a. Lowest power attachment
    b. Streetlights
    c. Existing communications attachments
    d. Mid-span clearances, including attachment above, below, and ground reference
    e. New attachment
12. Pole photographs[1] (equivalent to "Figure 1") including:
    a. Street view
    b. Adjacent spans
    c. Annotated heights for existing attachments
13. FEOC approved route map including:
    a. Permittable crossings (e.g., railroad crossings, limited access highways, and navigable waterways)
    b. Street names
    c. FEOC pole numbers (where tagged in the field)
    d. ILEC pole numbers (where tagged in the field)
14. Proposed make-ready construction
15. Description of any other work such as anchor attachments, vertical runs, etc.
16. Wireless Attachments have additional requirements:
    a. Exhibit D – Wireless Attachment and Associated Equipment Description and Approval
    b. MPE (Maximum Permissible Exposure) Report
    c. Manufacturer's equipment specifications for antenna and bracket
    d. RF warning signage
17. Transmission structures have additional requirements[3]:
    a. Must have distribution underbuild
    b. Number and size of cable being attached
    c. Max tension of cable and assumed conditions (e.g. NESC loading district)
    d. Guying application (applicable to angle structures and/or imbalanced loading conditions such as underground to overhead)

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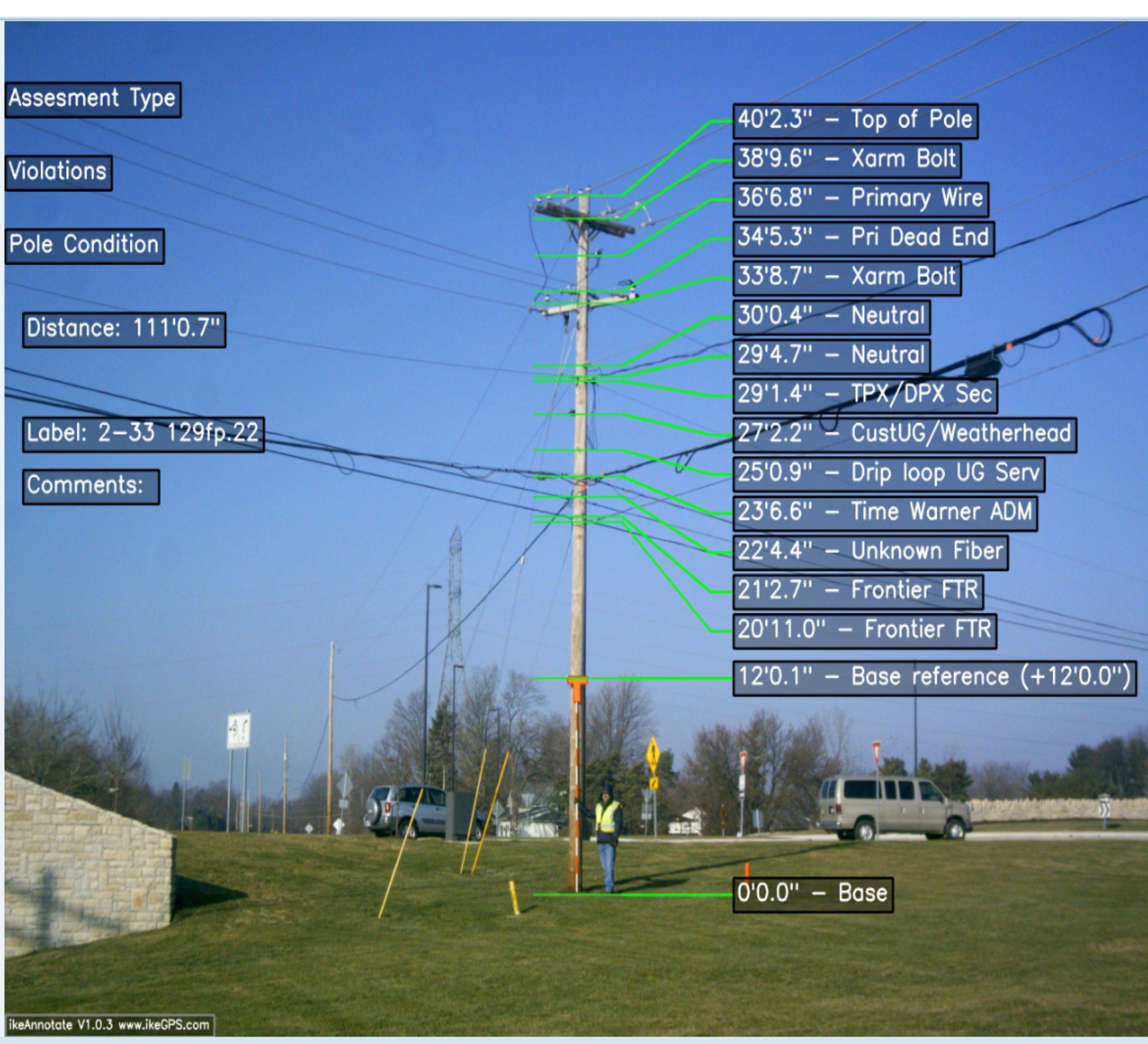
[1] Use of an ikeGPS™ or similar electronic measurement technology may be accommodated at FEOC sole discretion.
[2] Any breach of OSHA's minimum approach distance (including measurement) of electric facilities must be conducted by a qualified electrical worker and in accordance with good safety practices and OSHA guidelines.
[3] Transmission organization review and release of Complete Application is required before FEOC begins survey / engineering.

VZ00694

Figure 1

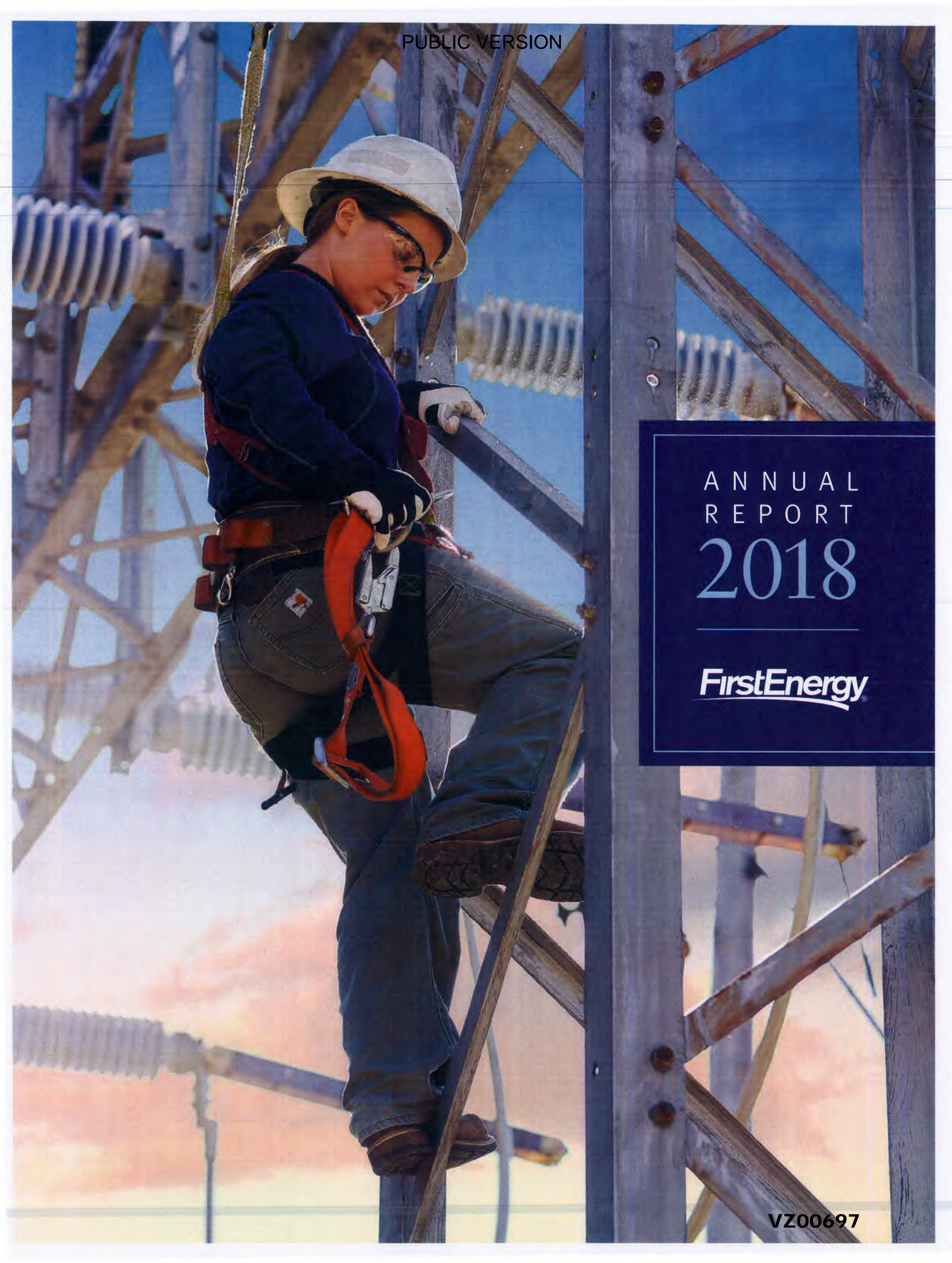


FEOC pole # 123d-654/CL pole # 987-789

Exhibit SCM-7

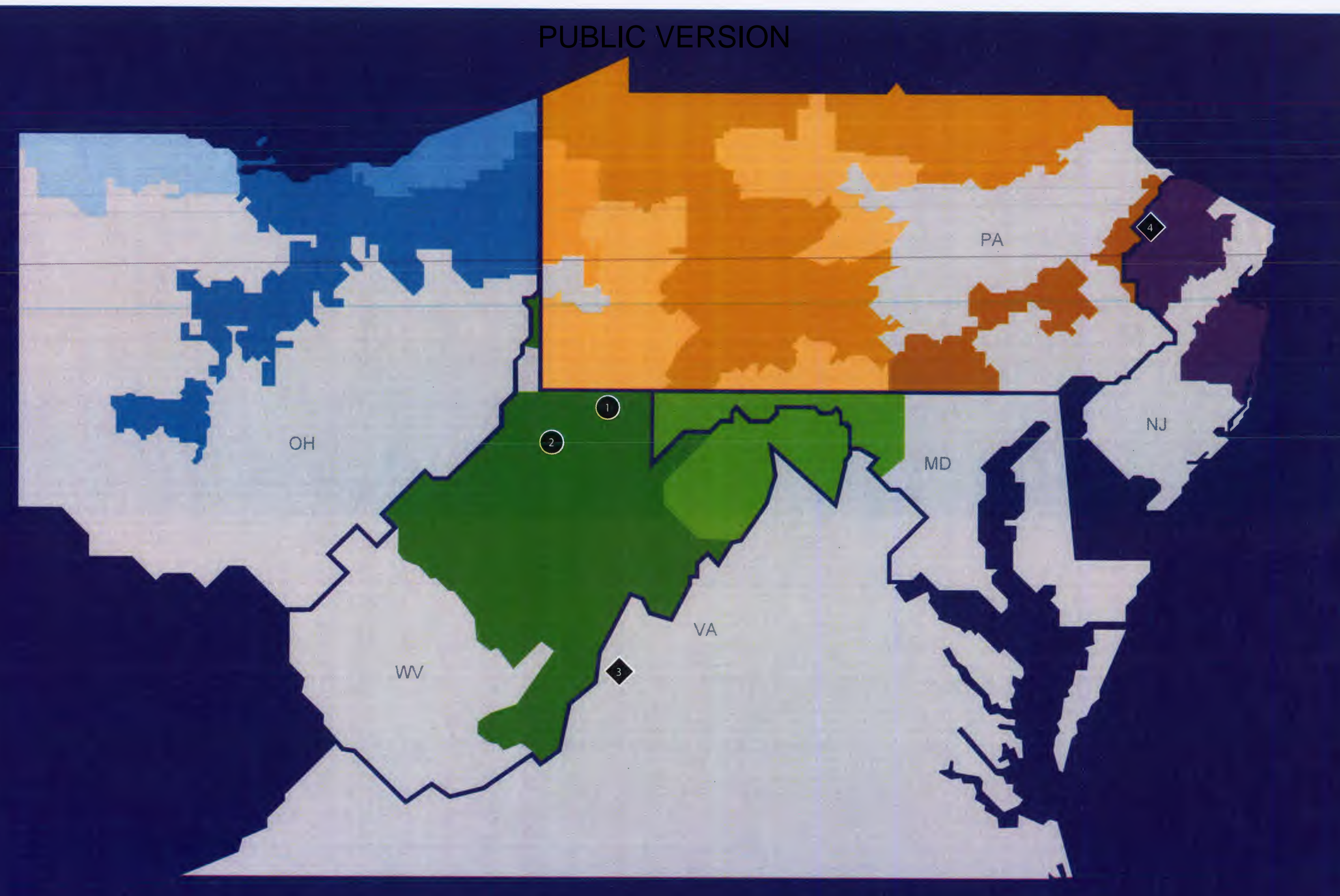
Exhibit 31

PUBLIC VERSION



VZ00697

PUBLIC VERSION



FIRSTENERGY CORPORATE PROFILE

Headquartered in Akron, Ohio, FirstEnergy is a forward-thinking electric utility powered by a diverse team of employees committed to making customers' lives brighter, the environment better and communities stronger. Our subsidiaries are involved in the transmission, distribution and regulated generation of electricity.

Our workforce of approximately 12,500 employees is dedicated to safety, reliability and operational excellence. Our 10 electric distribution companies form one of the nation's largest investor-owned electric systems, based on serving 6 million customers in Ohio, Pennsylvania, New Jersey, West Virginia, Maryland and New York. The company's transmission subsidiaries operate approximately 25,000 miles of transmission lines connecting the Midwest and Mid-Atlantic regions.

FirstEnergy's regulated subsidiaries own two regulated coal plants and generation capacity from two pumped-storage hydro facilities.

OHIO
- Ohio Edison
- The Illuminating Company
- Toledo Edison

PENNSYLVANIA
- Met-Ed
- Penelec
- Penn Power
- West Penn Power

WEST VIRGINIA/ MARYLAND
- Mon Power
- Potomac Edison

NEW JERSEY
- Jersey Central Power & Light

GENERATION STATIONS

Coal
1 Fort Martin Power Station
2 Harrison Power Station

Hydro
3 Bath County Pumped-Storage Hydro
4 Yards Creek Pumped-Storage Hydro

VZ00698

Exhibit 32

Supplement No. 10
Electric Pa P.U.C. No. S-1

METROPOLITAN EDISON COMPANY

Electric Generation Supplier Coordination Tariff

Company Office Location

2800 Pottsville Pike
P. O. Box 16001
Reading, Pennsylvania 19612

Issued: April 17, 2019 Effective: June 1, 2019

Steven E. Strah, President

NOTICE

Supplement No. 10 makes changes to existing Rules and Regulations.

Exhibit 33

PUBLIC VERSION

Supplement No. 10
Electric Pa P.U.C. No. S-1

PENNSYLVANIA ELECTRIC COMPANY

Electric Generation Supplier Coordination Tariff

Company Office Location

2800 Pottsville Pike
P. O. Box 16001
Reading, Pennsylvania 19612

Issued: April 17, 2019 Effective: June 1, 2019

Steven E. Strah, President

NOTICE

Supplement No. 10 makes changes to existing Rules and Regulations.

VZ00702

Exhibit 34

Supplement No. 10
Electric Pa P.U.C. No. S-3

PENNSYLVANIA POWER COMPANY

Electric Generation Supplier Coordination Tariff

Company Office Location

233 Frenz Drive
New Castle, PA 16101

Issued: April 17, 2019 Effective: June 1, 2019

Steven E. Strah, President

NOTICE

Supplement No. 10 makes changes to existing Rules and Regulations.

Exhibit 35

Section 1: 10-K (10-K)

UNITED STATES SECURITIES AND EXCHANGE COMMISSION
Washington, D.C. 20549

FORM 10-K
(Mark One)

☑ **ANNUAL REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the FISCAL YEAR ended December 31, 2018

OR

☐ **TRANSITION REPORT PURSUANT TO SECTION 13 OR 15(d) OF THE SECURITIES EXCHANGE ACT OF 1934**

For the transition period from ___________________ to ___________________

Commission File Number	Registrant; State of Incorporation; Address; and Telephone Number	I.R.S. Employer Identification No.
333-21011	FIRSTENERGY CORP. (An Ohio Corporation) 76 South Main Street Akron, OH 44308 Telephone (800)736-3402	34-1843785

SECURITIES REGISTERED PURSUANT TO SECTION 12(b) OF THE ACT:

Registrant	Title of Each Class	Name of Each Exchange on Which Registered
FirstEnergy Corp.	Common Stock, $0.10 par value per share	New York Stock Exchange

SECURITIES REGISTERED PURSUANT TO SECTION 12(g) OF THE ACT:

None.

Indicate by check mark if the registrant is a well-known seasoned issuer, as defined in Rule 405 of the Securities Act.

Yes ☑ No ☐

Indicate by check mark if the registrant is not required to file reports pursuant to Section 13 or Section 15(d) of the Act.

Yes ☐ No ☑

Indicate by check mark whether the registrant (1) has filed all reports required to be filed by Section 13 or 15(d) of the Securities Exchange Act of 1934 during the preceding 12 months (or for such shorter period that the registrant was required to file such reports), and (2) has been subject to such filing requirements for the past 90 days.

Yes ☑ No ☐

Indicate by check mark whether the registrant has submitted electronically every Interactive Data File required to be submitted pursuant to Rule 405 of Regulation S-T (§232.405 of this chapter) during the preceding 12 months (or for such shorter period that the registrant was required to submit such files).

Yes ☑ No ☐

Indicate by check mark if disclosure of delinquent filers pursuant to Item 405 of Regulation S-K (§229.405 of this chapter) is not contained herein, and will not be contained, to the best of registrant's knowledge, in definitive proxy or information statements incorporated by reference in Part III of this Form 10-K or any amendment to this Form 10-K. ☐

PUBLIC VERSION

Indicate by check mark whether the registrant is a large accelerated filer, an accelerated filer, a non-accelerated filer, a smaller reporting company, or emerging growth company. See the definitions of “large accelerated filer,” “accelerated filer,” “smaller reporting company,” and "emerging growth company" in Rule 12b-2 of the Exchange Act.

Large Accelerated Filer ☑

Accelerated Filer ☐

Non-accelerated Filer ☐

Smaller Reporting Company ☐

Emerging Growth Company ☐

If an emerging growth company, indicate by check mark if the registrant has elected not to use the extended transition period for complying with any new or revised financial accounting standards provided pursuant to Section 13(a) of the Exchange Act. ☐

Indicate by check mark whether the registrant is a shell company (as defined in Rule 12b-2 of the Act).

Yes ☐ No ☑

State the aggregate market value of the voting and non-voting common equity held by non-affiliates computed by reference to the price at which the common equity was last sold, or the average bid and ask price of such common equity, as of the last business day of the registrant’s most recently completed second fiscal quarter.

$17,109,706,919 as of June 30, 2018

Indicate the number of shares outstanding of each of the registrant’s classes of common stock, as of the latest practicable date:

CLASS	AS OF JANUARY 31, 2019
Common Stock, $0.10 par value	530,152,175

Documents Incorporated By Reference

DOCUMENT	PART OF FORM 10-K INTO WHICH DOCUMENT IS INCORPORATED
Proxy Statement for 2019 Annual Meeting of Shareholders of FirstEnergy Corp. to be held May 21, 2019	Part III

VZ00707

PART I

ITEM 1. BUSINESS

The Companies

FE was incorporated under Ohio law in 1996. FE's principal business is the holding, directly or indirectly, of all of the outstanding equity of its principal subsidiaries: OE, CEI, TE, Penn (a wholly owned subsidiary of OE), JCP&L, ME, PN, FESC, AE Supply, MP, PE, WP, and FET and its principal subsidiaries (ATSI, MAIT and TrAIL). In addition, FE holds all of the outstanding equity of other direct subsidiaries including: FirstEnergy Properties, Inc., FEV, FELHC, Inc., GPU Nuclear, Inc., AESC and Allegheny Ventures, Inc.

FE and its subsidiaries are principally involved in the transmission, distribution and generation of electricity. FirstEnergy's ten utility operating companies comprise one of the nation's largest investor-owned electric systems, based on serving over six million customers in the Midwest and Mid-Atlantic regions. FirstEnergy's transmission operations include approximately 24,500 miles of lines and two regional transmission operation centers. AGC, JCP&L and MP control 3,790 MWs of total capacity.

FirstEnergy's revenues are primarily derived from electric service provided by its utility operating subsidiaries (OE, CEI, TE, Penn, JCP&L, ME, PN, MP, PE and WP) and its transmission subsidiaries (ATSI, MAIT and TrAIL).

Regulated Utility Operating Subsidiaries

The Utilities' combined service areas encompass approximately 65,000 square miles in Ohio, Pennsylvania, West Virginia, Maryland, New Jersey and New York. The areas they serve have a combined population of approximately 13.3 million.

OE was organized under Ohio law in 1930 and owns property and does business as an electric public utility in that state. OE engages in the distribution and sale of electric energy to communities in a 7,000 square mile area of central and northeastern Ohio. The area it serves has a population of approximately 2.3 million.

OE owns all of Penn's outstanding common stock. Penn was organized under Pennsylvania law in 1930 and owns property and does business as an electric public utility in that state. Penn is also authorized to do business in Ohio. Penn furnishes electric service to communities in 1,100 square miles of western Pennsylvania. The area it serves has a population of approximately 0.4 million.

CEI was organized under Ohio law in 1892 and does business as an electric public utility in that state. CEI engages in the distribution and sale of electric energy in an area of 1,600 square miles in northeastern Ohio. The area it serves has a population of approximately 1.6 million.

TE was organized under Ohio law in 1901 and does business as an electric public utility in that state. TE engages in the distribution and sale of electric energy in an area of 2,300 square miles in northwestern Ohio. The area it serves has a population of approximately 0.7 million.

JCP&L was organized under New Jersey law in 1925 and owns property and does business as an electric public utility in that state. JCP&L provides transmission and distribution services in 3,200 square miles of northern, western and east central New Jersey. The area it serves has a population of approximately 2.7 million. JCP&L also has a 50% ownership interest (210 MWs) in the Yard's Creek hydroelectric generating facility.

ME was organized under Pennsylvania law in 1917 and owns property and does business as an electric public utility in that state. ME provides distribution services in 3,300 square miles of eastern and south central Pennsylvania. The area it serves has a population of approximately 1.2 million.

PN was organized under Pennsylvania law in 1919 and owns property and does business as an electric public utility in that state. PN provides distribution services in 17,600 square miles of western, northern and south central Pennsylvania. The area it serves has a population of approximately 1.2 million. PN, as lessee of the property of its subsidiary, The Waverly Electric Light & Power Company, also serves customers in the Waverly, New York vicinity.

PE was organized under Maryland law in 1923 and under Virginia law in 1974. PE is authorized to do business in Virginia, West Virginia and Maryland. PE owns property and does business as an electric public utility in those states. PE provides transmission and distribution services in portions of Maryland and West Virginia and provides transmission services in Virginia in an area totaling approximately 5,500 square miles. The area it serves has a population of approximately 0.9 million.

MP was organized under Ohio law in 1924 and owns property and does business as an electric public utility in the state of West Virginia. MP provides generation, transmission and distribution services in 13,000 square miles of northern West Virginia. The area it serves has a population of approximately 0.8 million. MP is contractually obligated to provide power to PE to meet its load obligations in West Virginia. MP owns or contractually controls 3,580 MWs of generation capacity that is supplied to its electric utility business, including a 16% undivided interest in the Bath County, Virginia pumped-storage hydroelectric generation facility (487

VZ00708

PUBLIC VERSION

1. I have reviewed this report on Form 10-K of FirstEnergy Corp.;

2. Based on my knowledge, this report does not contain any untrue statement of a material fact or omit to state a material fact necessary to make the statements made, in light of the circumstances under which such statements were made, not misleading with respect to the period covered by this report;

3. Based on my knowledge, the financial statements, and other financial information included in this report, fairly present in all material respects the financial condition, results of operations and cash flows of the registrant as of, and for, the periods presented in this report;

4. The registrant's other certifying officer and I are responsible for establishing and maintaining disclosure controls and procedures (as defined in Exchange Act Rules 13a-15(e) and 15d-15(e)) and internal control over financial reporting (as defined in Exchange Act Rules 13a-15(f) and 15d-15(f)) for the registrant and have:

   a) designed such disclosure controls and procedures, or caused such disclosure controls and procedures to be designed under our supervision, to ensure that material information relating to the registrant, including its consolidated subsidiaries, is made known to us by others within those entities, particularly during the period in which this report is being prepared;

   b) designed such internal control over financial reporting, or caused such internal control over financial reporting to be designed under our supervision, to provide reasonable assurance regarding the reliability of financial reporting and the preparation of financial statements for external purposes in accordance with generally accepted accounting principles;

   c) evaluated the effectiveness of the registrant's disclosure controls and procedures and presented in this report our conclusions about the effectiveness of the disclosure controls and procedures, as of the end of the period covered by this report based on such evaluation; and

   d) disclosed in this report any change in the registrant's internal control over financial reporting that occurred during the registrant's most recent fiscal quarter (the registrant's fourth fiscal quarter in the case of an annual report) that has materially affected, or is reasonably likely to materially affect, the registrant's internal control over financial reporting; and

5. The registrant's other certifying officer and I have disclosed, based on our most recent evaluation of internal control over financial reporting, to the registrant's auditors and the audit committee of the registrant's board of directors (or persons performing the equivalent functions):

   a) all significant deficiencies and material weaknesses in the design or operation of internal control over financial reporting which are reasonably likely to adversely affect the registrant's ability to record, process, summarize and report financial information; and

   b) any fraud, whether or not material, that involves management or other employees who have a significant role in the registrant's internal control over financial reporting.

Date: February 19, 2019

/s/ Steven E. Strah

Steven E. Strah

Senior Vice President and Chief Financial Officer

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Section 16: EX-32 (EXHIBIT 32)

EXHIBIT 32

CERTIFICATION PURSUANT TO
18 U.S.C. SECTION 1350

In connection with the Report of FirstEnergy Corp. ("Company") on Form 10-K for the period ended December 31, 2018 as filed with the Securities and Exchange Commission on the date hereof (the "Report"), each undersigned officer of the Company does hereby certify, pursuant to 18 U.S.C. § 1350, as adopted pursuant to § 906 of the Sarbanes-Oxley Act of 2002, that to the best of his knowledge:

(1) The Report fully complies with the requirements of section 13(a) or 15(d) of the Securities Exchange Act of 1934; and

(2) The information contained in the Report fairly presents, in all material respects, the financial condition and results of operations of the Company.

/s/ Charles E. Jones

Charles E. Jones

President and Chief Executive Officer

/s/ Steven E. Strah

Steven E. Strah

Senior Vice President and Chief Financial Officer

Date: February 19, 2019

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