

FirstEnergy
Exhibit SFS-1

Norman L. Parrish
Manager
Network Services



180 Sheree Boulevard, Suite 2100
Exton, PA 19341

Phone 610 280-2152
Fax 888 254-5019
norman.l.parrish@verizon.com

August 12, 2009

FirstEnergy
Attn. Joint Use Team
2800 Pottsville Pike
P.O. Box 16001
Reading, Pa. 19640-001

RE: Memorandum of Understanding between Verizon and FirstEnergy

Dear,

Thanks to the FirstEnergy Joint Use Team for getting the Memorandum of Understanding (MOU) back to Verizon for final signature. With the execution of this MOU Verizon PA and FirstEnergy can finally have a common rate structure that is fair and equitable for all the Joint Use Agreements between both companies in Pennsylvania.

Currently, MOU's are being reviewed by Verizon Pennsylvania's Senior Leadership. Before Verizon renders its' signature to the documents, Verizon would like to convene a Joint Use Summit. The purpose of the Joint Use Summit is to communicate to FirstEnergy Verizon's understanding of the intent of these MOU's and to highlight Verizon's future commitment, on improving Joint Use Operations between Verizon and FirstEnergy.

With the Joint Use rate issue amiably resolved, the next step is to establish one common agreement to improve the Operating Routine between the two companies. In each of the MOU's Verizon and FirstEnergy has agreed that after execution of the MOU, Verizon and FirstEnergy will engage into "good faith" negotiations to establish a common Joint Use agreement and Operating Routine for all FirstEnergy and Verizon companies. To ensure that both Verizon and FirstEnergy stay focus to ultimately achieve the goal of a collective Operating Routine, Verizon recommends that the following topics be paramount for the discussion during the "good faith" negotiations:

- To create a methodology to improve the communications for pole and cable transfers, emergency response, and initial pole attachments
- To implement a team approach to reduce double wood in our mutual territory in public ROW
- To Create a methodology that will equitably share the burden of setting new poles to maintain pole parity going forward
- To negotiate, plan and execute a Pole Purchase(s) program to achieve the parity between Verizon and FirstEnergy as specified in the current Joint Use Agreements
- To negotiate, plan and execute a Joint Survey to reconcile pole counts, by Municipality or an area as designated by the parties, to verify Pole Ownership
- To develop a cost reimbursement plan that fairly and equitably compensates each party for work performed for each other under the Joint Use Agreement
- To negotiate, plan and execute the transfer of 3rd Party Attachments on FirstEnergy poles that are currently managed by Verizon back to FirstEnergy

To demonstrate Verizon's commit to improving the Joint Use relationship between Verizon and FirstEnergy, Verizon would like to invite FirstEnergy to the following Joint Use Summit between the two companies. Verizon request that this summit be attended by key Director Level or above personnel from each company's Engineering, Construction, and Joint Use Teams to congeal the relationship between the two company's management teams. Also this would ensure concurrence on the common goals for establishing a new Operating Routine between Verizon and FirstEnergy.

The Joint Use Summit is to be held on:

Monday August 24, 2009
9:30AM
AT
Verizon Pennsylvania
Strawberry Square
303 Walnut Street Floor 12
Harrisburg, PA. 17101

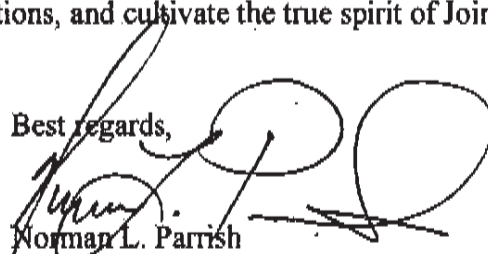
The following key Verizon leaders plan to be in attendance:

Mr. Henry Abbott – Director Construction Western/Central PA
Mr. Michael Wagner – Director Construction Eastern PA/Delaware
Mr. Raymond Dennin – Director Network Engineering Western/Central PA
Mr. Joseph Snyder – Director Network Engineering Eastern Pa/Delaware
Mr. Norman Parrish – Manager Network Engineering Joint Use/3rd Party Access/ROW

If FirstEnergy is in agreement to attend the Joint Use Summit, Verizon would appreciate that FirstEnergy forward the names of the FirstEnergy Directors that are responsible for the Construction, Engineering, and Joint Use for both MET-ED and PENELEC that will attend the summit by August 19, 2009.

Verizon's leadership team looks forward to having this Joint Use Summit with the FirstEnergy leadership. Both company's leadership in attendance and fully engaged in meaningful dialogue, about Joint Use operations, would undoubtedly strengthen the future relationship between the two corporations, and cultivate the true spirit of Joint Use.

Best regards,



Norman L. Parrish
Manager - Network Engineering

CC: Via Email

- Len Chapman - First Energy
- Linda Coutts - FirstEnergy
- Robert Dupree - FirstEnergy
- Joseph Snyder - Verizon
- Ray Dennin - Verizon
- Henry Abbott - Verizon
- Michael Wagner - Verizon

FirstEnergy
Exhibit SFS-2

From:"Parrish, Norman L" <norman.l.parrish@verizon.com>
To:"sschafer@firstenergycorp.com" <sschafer@firstenergycorp.com>
Cc:"Slavin, James" <james.slavin@verizon.com>, "Bachmore, John J" <john.j.bachmore@verizon.com>, "Snyder, Joseph A" <joseph.a.snyder@verizon.com>, "Dennin JR, R C \\\(Ray\\)" <r.c.dennin.jr@verizon.com>, "Balcerski, William J" <william.j.balcerski@verizon.com>
Date:08/17/2012 03:03 PM
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.

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FirstEnergy
Exhibit SFS-3

Schafer, Stephen F

From: Schafer, Stephen F
Sent: Friday, May 11, 2018 2:55 PM
To: 'james.slavin@verizon.com'
Cc: brian.trosper@verizon.com; Karafa, David J.; Pryatel, Thomas R.; DeWitt, Deanna R; Endris, Robert M; reneta.haynes@verizon.com; stephen.c.mills@verizon.com
Subject: RE: FirstEnergy Counterproposal
Attachments: ME (Year-End 2016).xlsx; PN (Year-End 2016).xlsx; PP (Year-End 2016).xlsx; PE (Year-End 2016).xlsx; VZ (Year-End 2016).xlsx; Year-End 2016 Rate Calculations.pdf

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 [REDACTED] 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,

The Verizon logo, consisting of the word "verizon" in a bold, lowercase sans-serif font, followed by a red checkmark symbol.

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: Trospen, 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 Trospen'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. Trospen'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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Schafer, Stephen F

From: Karafa, David J.
Sent: Wednesday, September 26, 2018 9:33 AM
To: Pryatel, Thomas R.; Schafer, Stephen F; Endris, Robert M; DeWitt, Deanna R
Subject: FW: FirstEnergy Counterproposal

Forwarding my response to Brian Trospen.....

From: Karafa, David J.
Sent: Wednesday, September 26, 2018 9:31 AM
To: brian.trospen@verizon.com
Subject: RE: FirstEnergy Counterproposal

Brian,

It was good to hear from you again. Like yourself, I am hopeful that we can quickly achieve resolution of this matter. We agree that when the FCC's 2018 Order becomes effective on or after February 3, 2019, the pre-2011 rate formula will then become a hard cap for contracts that are terminated or renewed thereafter. We disagree that all twenty-four of the contractual benefits listed in my last email amount to zero, and would note that only a few of them need to exhibit a modest monetary benefit in order to justify at least the pre-2011 formula rate. As far as refunds, we would note that the FCC described several clarifications about ILEC rates in its Final Order, which supports our perspective that previously nobody really knew what the rate was supposed to be if not contractual. Indeed, the Commission declined to declare a rate in your case with Dominion. Further, with respect to the costs of pole ownership, FirstEnergy notes that not all of Verizon's costs of owning poles are attributable to sharing poles with FirstEnergy, but instead exist because of Verizon's long-ago business choice to own poles including those FirstEnergy doesn't occupy. And we also note that Verizon charges a rental rate to FirstEnergy and other attachers for every pole it owns to which they are attached. Of course, FirstEnergy incurs all of the same kinds of pole ownership costs that Verizon experiences, only in greater amounts. With respect to formula rate calculation inputs, please be advised that FirstEnergy has long used actual data for the appurtenance factor, as allowed in lieu of the FCC presumption. We also note that you applied ten and a half feet for the electric occupancy on your poles even though we seldom occupy that much space, and further, are unaware that the FCC has ever established a default for electric space rental. Further, since we routinely raise our facilities on your poles to accommodate new attachers from whom Verizon then collects rent, it would be unfair to make us pay for space that you would be effectively "double-selling." In order to avoid the need for further analysis, I suggest that we use the contractual occupancy of three feet for your attachment to our poles, and eight feet for our attachment to yours. With the 2017 FERC Form 1 data that became available April 1, 2018, the rates for Verizon occupancy of our poles is:

	Met-Ed	Penelec	Penn Power	Potomac Edison
Current Contract				
Pre-2011 Rate				
Post-2011 Rate				

Finally, FirstEnergy reiterates its offer that if Verizon wishes to terminate the existing agreements, then it may enter into a new agreement using the standard CLEC template agreement which you've already reviewed, and thereby receive the new telecom rate per attachment. In the event of termination, FirstEnergy would accept your offer for FirstEnergy to pay the new telecom rate for its attachments to Verizon poles, continuing the terms and conditions for FirstEnergy's occupancy of Verizon poles as reflected in the existing joint use agreements. If Verizon wishes to receive incremental benefits versus the traditional CLEC agreement, it may negotiate for such benefits with a commensurate increase above the CLEC rental rate.

Thanks.....

FirstEnergy
Exhibit SFS-4

RESPONSE OF VERIZON TO SET I, REQUEST NO. 27 OF FIRSTENERGY DATED
APRIL 17, 2020, SUBMITTED IN DOCKET NO. C-2020-3019347 BEFORE THE PA PUC

ANSWERED BY:
POSITION:

REQUEST #27:

Reference Mills Affidavit ¶ 47; VZ00650-VZ00651.

- (a) Please explain in detail why Verizon did not accept FirstEnergy's offer to transition Verizon to the standard Competitive Local Exchange Carrier ("CLEC") agreement and CLEC rate.
- (b) Please provide all documents, workpapers, reports, and analyses relied upon by Verizon in making the decision not to accept FirstEnergy's offer to transition Verizon to the standard CLEC agreement and CLEC rate.
- (c) Please identify the person or persons who made the final decision not to accept FirstEnergy's offer to transition Verizon to the standard CLEC agreement and CLEC rate.

OBJECTION (4/29/2020):

Verizon objects to this request because FirstEnergy did not make an "offer to transition Verizon to the standard Competitive Local Exchange Carrier ("CLEC") agreement and CLEC rate" and so the entire question is based on a faulty premise and it is impossible to answer. Verizon also objects to this request to the extent it requires the compilation of data or information that Verizon does not maintain in the format requested or in the normal course of business. Verizon further objects to this request to the extent it seeks information Verizon has already provided in its filings at the FCC. Verizon will not respond to this request.

UPDATE TO OBJECTION (5/4/2020):

In its Motion to Compel, FirstEnergy defines the "offer" in Request #27 as the statement by Stephen Schafer in a May 2, 2018 email that "[a]s 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." Motion to Compel ¶ 134. Verizon will respond subject to this clarification.

Verizon continues to object to this request because it is overly broad and seeks information that is neither relevant nor material to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence about the just and reasonable rate for Verizon's use of FirstEnergy's poles, which is calculated based on FirstEnergy's pole costs. Verizon further objects to this request to the extent it seeks information Verizon has already provided in its filings at the FCC. Verizon is not withholding a response based on these continuing objections but rather is preserving the objections as to use of the information, for example under 52 PA. Code §§ 5.401 and 5.403.

RESPONSE (5/4/2020):

Subject to and without waiving its objections as to use of the information, Verizon responds as follows:

FirstEnergy did not make an “offer to transition Verizon to the standard Competitive Local Exchange Carrier (‘CLEC’) agreement and CLEC rate.” Therefore, there was no such offer for Verizon even to consider, much less accept. FirstEnergy inaccurately describes a sentence in an email from Mr. Schafer as an “offer,” but the email speaks for itself and states that Mr. Schafer was raising his own “outside the box” suggestion for future discussion. Mr. Schafer did not provide the specificity required of an offer, did not identify any material terms, and appeared to be speaking for himself instead of for any or all of the FirstEnergy operating companies. Verizon had no way of knowing what Mr. Schafer was contemplating. FirstEnergy had informed Verizon in July 2017 that it does not have a “standard” license agreement because it negotiates “modifications” of its draft agreement. FirstEnergy has also confirmed that it does not have a “CLEC rate” because its operating companies charge CLECs a wide range of pole attachment rates, including rates exceeding the properly calculated rate guaranteed CLECs by Commission regulation.

Because Mr. Schafer’s personal suggestion was not an offer, no one at Verizon made the “decision not to accept” the suggestion, and Verizon has no responsive documents, workpapers, reports, or analyses.

FirstEnergy
Exhibit SFS-5
(CONFIDENTIAL)

FirstEnergy
Exhibit SFS-6

Verizon Analysis - PA Complaint, Mills Par 60	
Pole Replacements Verizon Made at Verizon's Cost	
Met-Ed requests to establish joint use on a Verizon pole or to Replace a Verizon Pole	135
Met-Ed requests requiring Verizon to incur pole replacement costs	66
Percentage of Met-Ed requests requiring Verizon to incur pole replacement costs	48.9%
FE Analysis - SPANS data for January 1, 2014 through September 30, 2019	
Pole Replacements Verizon Made at Verizon's Cost	
Met-Ed requests to establish joint use on a Verizon pole or to Replace a Verizon Pole	132
Met-Ed requests requiring Verizon to incur pole replacement costs	42
Met-Ed requests requiring Verizon to replace danger / deteriorated Verizon poles	15
Met-Ed requests requiring Verizon to replace Verizon poles for government / highway project	13
Percentage of Met-Ed requests requiring Verizon to incur pole replacement costs	31.8%

FirstEnergy
Exhibit SFS-7

RESPONSE OF VERIZON TO SET I, REQUEST NO. 2 OF FIRSTENERGY DATED
APRIL 17, 2020, SUBMITTED IN DOCKET NO. C-2020-3019347 BEFORE THE PA PUC

ANSWERED BY: Stephen C. Mills

POSITION: Consultant – Contract Management, Wireline Network Operations Division

REQUEST #2:

Identify which FirstEnergy poles have Verizon attachments that have been overlashed.

OBJECTION (4/29/2020):

Verizon objects to this request because “attachments” and “overlashed” are vague, ambiguous and undefined terms and it is not possible to answer the request. Verizon also objects to this request because it is overly broad, unduly burdensome and seeks information that is neither relevant nor material to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence. Verizon further objects to this request because it requires the compilation of data or information that Verizon does not maintain in the format requested or in the normal course of business and Verizon is not required under the Commission’s discovery rules to make a special study or analysis to attempt to compile this information. Verizon also objects to this request because it would impose an unreasonable burden and expense on Verizon and because FirstEnergy is equally capable of obtaining the requested information and/or performing the requested study or analysis. Verizon will respond to this request only to verify that, to the extent it understands the question, it does not track this information.

UPDATE TO OBJECTION (5/4/2020):

In its Motion to Compel, FirstEnergy defined “attachment” as “‘pole attachment’ as defined in 47 U.S.C. § 224(a)(4), limited to attachments to FirstEnergy-owned poles and excluding attachments to ducts, conduits, and rights-of-way of FirstEnergy,” and “overlashing” as “when a service provider physically ties its wiring to other wiring already secured on the pole.” Motion to Compel ¶ 52. FirstEnergy also stated that Request #2 does “not require Verizon to perform a special study or analysis to compile this information,” *id.* ¶ 54, and that “FirstEnergy could survey all of its approximately 300,000 poles with Verizon attachments” to obtain the information, but that such an “undertaking would be overly expensive and require an inordinate amount of labor hours to complete,” *id.* ¶ 55. FirstEnergy represented that “[i]f Verizon has no such information, then it need only provide responses stating so,” *id.* ¶ 54. Verizon will answer subject to these clarifications.

Verizon continues to object that this request remains overly broad and seeks information that is neither relevant nor material to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence about the just and reasonable rate for Verizon’s use of FirstEnergy’s poles, which is calculated based on FirstEnergy’s pole costs. Verizon is not withholding a response based on these continuing objections but rather is preserving the objections as to use of the information, for example under 52 PA. Code §§ 5.401 and 5.403.

RESPONSE (5/4/2020):

Subject to and without waiving its objections as to use of the information, Verizon responds as follows:

Verizon does not overlash all of its pole attachments, which include terminals, hardware, pedestals, and wires other than distribution cables that are physically attached to a pole. Verizon does not track which Verizon distribution cables have been overlashed generally or which Verizon distribution cables attached to FirstEnergy's poles have been overlashed specifically, so Verizon is unable to provide this information without a full field review of the parties' joint use network, which would impose the same undue burden and expense on Verizon that FirstEnergy describes in Motion to Compel ¶ 55.

FirstEnergy
Exhibit SFS-8

RESPONSE OF VERIZON TO SET I, REQUEST NO. 14 OF FIRSTENERGY DATED
APRIL 17, 2020, SUBMITTED IN DOCKET NO. C-2020-3019347 BEFORE THE PA PUC

ANSWERED BY: Stephen C. Mills

POSITION: Consultant – Contract Management, Wireline Network Operations Division

REQUEST #14:

Reference Formal Complaint ¶ 49. Verizon avers that “Verizon’s location on FirstEnergy’s poles increases its costs and sets it at a competitive disadvantage.”

- (a) Please provide all documents, workpapers, reports, and analyses relied upon in making that statement.
- (b) Please quantify the costs incurred by Verizon due to its location on FirstEnergy’s poles for each year from 2011 to present, and provide all documents, workpapers, reports, and analyses relied upon in quantifying those costs.
- (c) Please quantify the costs saved by Verizon due to its location on FirstEnergy’s poles for each year from 2011 to present, and provide all documents, workpapers, reports, and analyses relied upon in quantifying those cost savings.
- (d) Please provide the following information: (1) the total number of poles owned by Verizon in Pennsylvania; (2) the number of Verizon-owned poles in Pennsylvania where Verizon’s facilities are located at the lowest position on the poles; (3) the average height of Verizon’s facilities that are located at the lowest position on Verizon-owned poles in Pennsylvania; (4) the number of Verizon-owned poles in Pennsylvania where Verizon’s facilities are not located at the lowest position on the poles; and (5) the average height of Verizon’s facilities that are not located at the lowest position on Verizon-owned poles in Pennsylvania.
- (e) Please provide the following information: (1) the total number of poles owned by Verizon in FirstEnergy’s certificated service territories to which FirstEnergy’s facilities are not attached; (2) the number of poles identified in subpart (e)(1) where Verizon’s facilities are located at the lowest position on the poles; (3) the average height of Verizon’s facilities that are located at the lowest position on the poles identified in subpart (e)(1); (4) the number of poles identified in subpart (e)(1) where Verizon’s facilities are not located at the lowest position on the poles; and (5) the average height of Verizon’s facilities that are not located at the lowest position on the poles identified in subpart (e)(1).
- (f) Please quantify the costs incurred by Verizon due to its location on Verizon-owned poles for each year from 2011 to present, and provide all documents, workpapers, reports, and analyses relied upon in quantifying those costs.
- (g) Please quantify the costs saved by Verizon due to its location on Verizon-owned poles for each year from 2011 to present, and provide all documents, workpapers, reports, and analyses relied upon in quantifying those cost savings.

OBJECTION (4/29/2020):

Verizon will respond to subpart (a). Verizon objects to subparts (b) through (g) to the extent they are overly broad, unduly burdensome and seek information that is neither relevant nor material to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence. Verizon also objects to subparts (b) through (g) to the extent they require the compilation of data or information that Verizon does not maintain in the format requested or in the normal course of business, or require Verizon to make a special study or analysis that is not required by the Commission's discovery rules. Verizon further objects to subparts (b) and (f) because "costs incurred by Verizon due to its location" is vague and ambiguous and it is not possible to answer the request. Verizon objects to subparts (c) and (g) because the phrase "costs saved by Verizon due to its location" is vague and ambiguous without a comparator and it is not possible to answer the request. Verizon also objects to subparts (c) and (g) because the cited paragraph does not allege that Verizon saved costs due to its location on a pole. Verizon objects to subparts (d) and (e) because they would impose an unreasonable burden and expense on Verizon and because FirstEnergy is equally capable of obtaining the requested information and/or performing the requested study or analysis. Subject to and without waiving its objections, Verizon is currently investigating the availability of information requested in subparts (b) through (g), to the extent it understands the information requested, and will provide a response if it maintains this information in the format requested without undertaking a special study, or it will verify if it does not do so.

UPDATE TO OBJECTION (5/4/2020):

In its Motion to Compel, FirstEnergy defines the "costs incurred by Verizon due to its location" and the "costs saved by Verizon due to its location" as costs that "tie back directly to Verizon's statement that 'Verizon's location on FirstEnergy's poles increases its costs and sets it at a competitive disadvantage,'" in contrast to, for example, costs incurred by Verizon to provide service at that location. Motion to Compel ¶ 94. FirstEnergy also states that Request #14 does "not require Verizon to perform a special study or analysis to compile this information" and that "[i]f Verizon has no such information, then it need only provide responses stating so." Motion to Compel ¶ 96. Verizon will answer subject to this clarification.

Verizon continues to object to subparts (b) through (g) because they remain overly broad, unduly burdensome and seek information that is neither relevant nor material to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence about the just and reasonable rate for Verizon's use of FirstEnergy's poles, which is calculated based on FirstEnergy's pole costs. Verizon also objects to subparts (c) and (g) because the cited paragraph does not allege that Verizon saved costs due to its location on a pole. Verizon objects to subparts (d) and (e) because they would impose an unreasonable burden and expense on Verizon and because FirstEnergy is equally capable of obtaining the requested information and/or performing the requested study or analysis about facilities attached to the joint use poles. Verizon is not withholding a response based on these continuing objections but rather is preserving the objections as to use of the information, for example under 52 PA. Code §§ 5.401 and 5.403.

RESPONSE (5/4/2020):

Subject to and without waiving its objections as to use of the information, Verizon responds as follows:

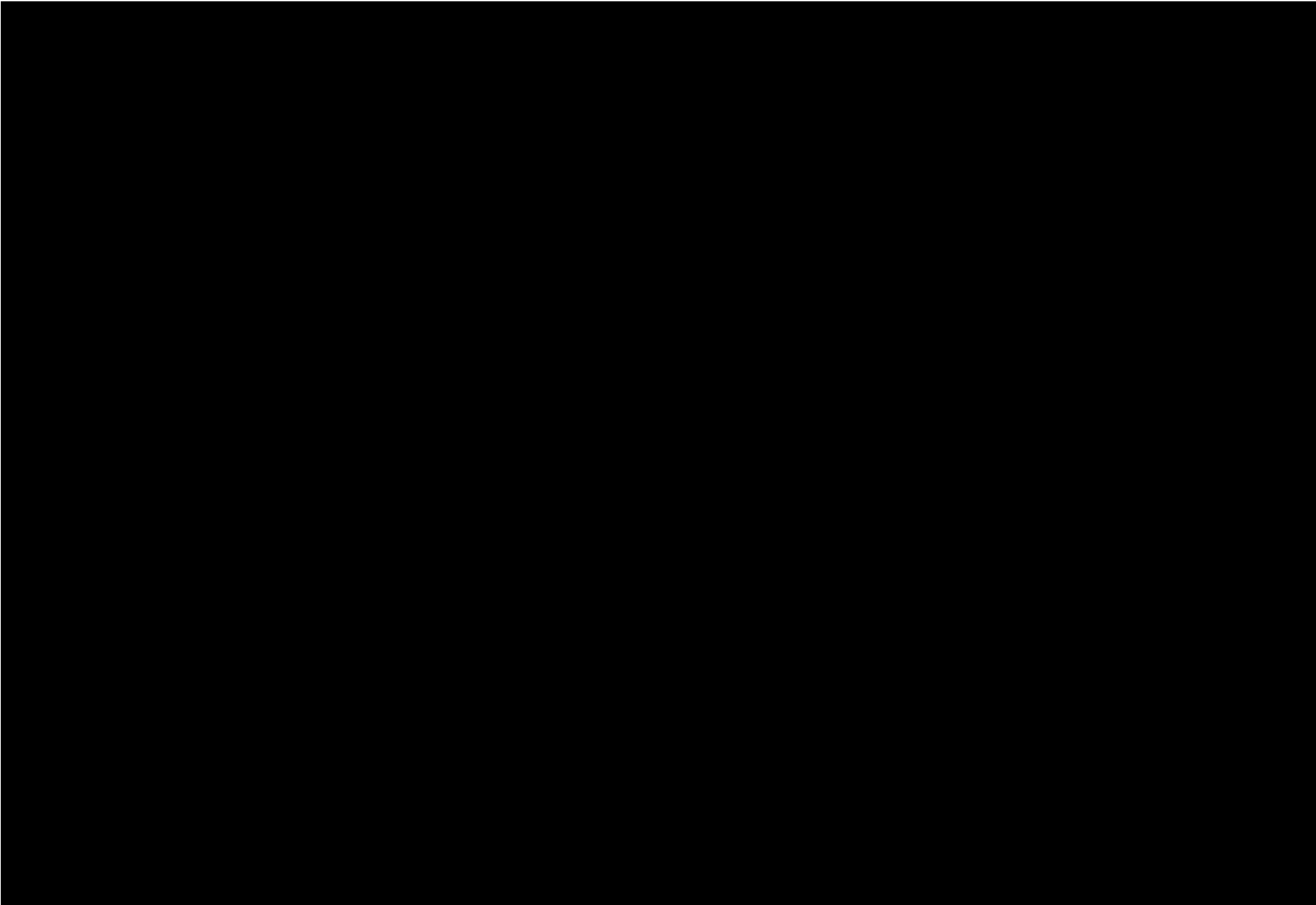
With respect to subpart (a), Verizon relied on decades of experience, which is detailed in Exhibit SCM-1 of the Direct Testimony of Stephen C. Mills. Verizon also relied on the list of damage claims involving Verizon's facilities in Pennsylvania during the January 2018 through June 2019 time period being produced as VZ01235-VZ01236. The list is only partial in that it does not include the far more common and numerous instances in which damage to Verizon's aerial facilities was repaired without the submission of a damage claim. Verizon does not separately document or track these instances in which a damage claim was not submitted.

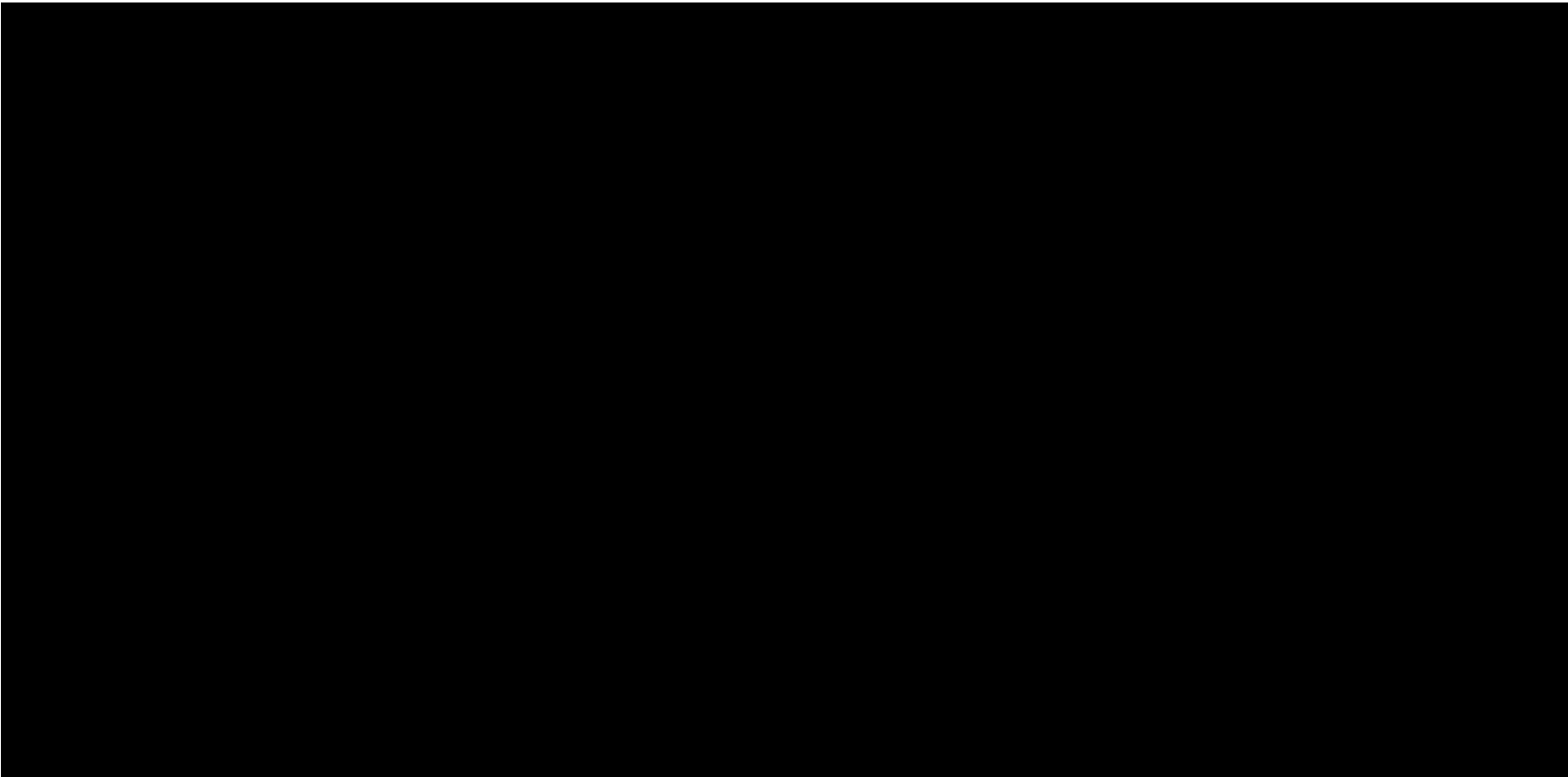
With respect to subparts (b), (c), (f), and (g), Verizon does not separately track the costs it incurs and is not aware of any costs it avoids because of the location of its facilities on a utility pole and so is unable to provide this information.

With respect to subpart (d)(1), Verizon reported that it owned 1,130,824 poles in Pennsylvania as of year-end 2019.

With respect to subpart (d)(2)-(5), Verizon is unable to provide the requested information absent a full field review of its poles in Pennsylvania, which would impose an undue burden and expense on Verizon.

With respect to subpart (e), Verizon is unable to provide the requested information because it is unaware of the geographic boundaries of FirstEnergy's service territories, which FirstEnergy did not provide, and obtaining the requested information would require a full field review of its poles within those boundaries, which would impose an undue burden and expense on Verizon.





FirstEnergy
Exhibit SFS-9

RESPONSE OF VERIZON TO SET I, REQUEST NO. 15 OF FIRSTENERGY DATED
APRIL 17, 2020, SUBMITTED IN DOCKET NO. C-2020-3019347 BEFORE THE PA PUC

ANSWERED BY: Stephen C. Mills

POSITION: Consultant – Contract Management, Wireline Network Operations Division

REQUEST #15:

Reference Formal Complaint ¶ 49. Verizon asserts that “[i]ts facilities have the highest exposure to damage from oversized vehicles, vandalism, and similar hazards.”

- (a) Please provide all documents, workpapers, reports, and analyses relied upon in making that statement.
- (b) From 2011 to present, please list the incidents where an oversized vehicle damaged a Verizon facility that was attached to a FirstEnergy pole. For each such incident listed, please provide the date and location that the incident occurred as well as the dollar amount of any damage caused.
- (c) From 2011 to present, please list the incidents where there was vandalism of a Verizon facility that was attached to a FirstEnergy pole. For each such incident listed, please provide the date and location that the incident occurred as well as the dollar amount of any damage caused.
- (d) From 2011 to present, please list the incidents where “similar hazards” occurred to a Verizon facility that was attached to a FirstEnergy pole. For each such incident listed, please provide the date and location that the incident occurred, a description of the incident, and the dollar amount of any damage caused.
- (e) From 2011 to present, please list the incidents where an oversized vehicle damaged a Verizon facility that was attached to a Verizon-owned pole in Pennsylvania. For each such incident listed, please provide the date and location that the incident occurred, the dollar amount of any damage caused, and whether Verizon’s facility was located at the lowest position on the pole.
- (f) From 2011 to present, please list the incidents where there was vandalism of a Verizon facility that was attached to a Verizon-owned pole in Pennsylvania. For each such incident listed, please provide the date and location that the incident occurred, the dollar amount of any damage caused, and whether Verizon’s facility was located at the lowest position on the pole.
- (g) From 2011 to present, please list the incidents where “similar hazards” occurred to a Verizon facility that was attached to a Verizon-owned pole in Pennsylvania. For each such incident listed, please provide the date and location that the incident occurred, a description of the incident, the dollar amount of any damage caused, and whether Verizon’s facility was located at the lowest position on the pole.

OBJECTION (4/29/2020):

Verizon will respond to subpart (a). Verizon objects to subparts (b) through (g) to the extent they are overly broad, unduly burdensome and seek information that is neither relevant nor material to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence. Verizon also objects to subparts (b) through (g) to the extent they require the compilation of data or information that Verizon does not maintain in the format requested or in the normal course of business, or require Verizon to make a special study or analysis that is not required by this Commission's discovery rules. Subject to and without waiving its objections, Verizon is currently investigating the availability of information requested in subparts (b) through (g) and will provide a response if it maintains this information in the format requested without undertaking a special study, or it will verify if it does not do so.

UPDATE TO OBJECTION (5/4/2020):

In its Motion to Compel, FirstEnergy states that Request #15 does "not require Verizon to perform a special study or analysis to compile this information" and that "[i]f Verizon has no such information, then it need only provide responses stating so." Motion to Compel ¶ 103. Verizon will answer subject to this clarification.

Verizon continues to object to subparts (b) through (g) because they remain overly broad, unduly burdensome and seek information that is neither relevant nor material to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence about the just and reasonable rate for Verizon's use of FirstEnergy's poles, which is calculated based on FirstEnergy's pole costs. Verizon is not withholding a response based on these continuing objections but rather is preserving the objections as to use of the information, for example under 52 PA. Code §§ 5.401 and 5.403.

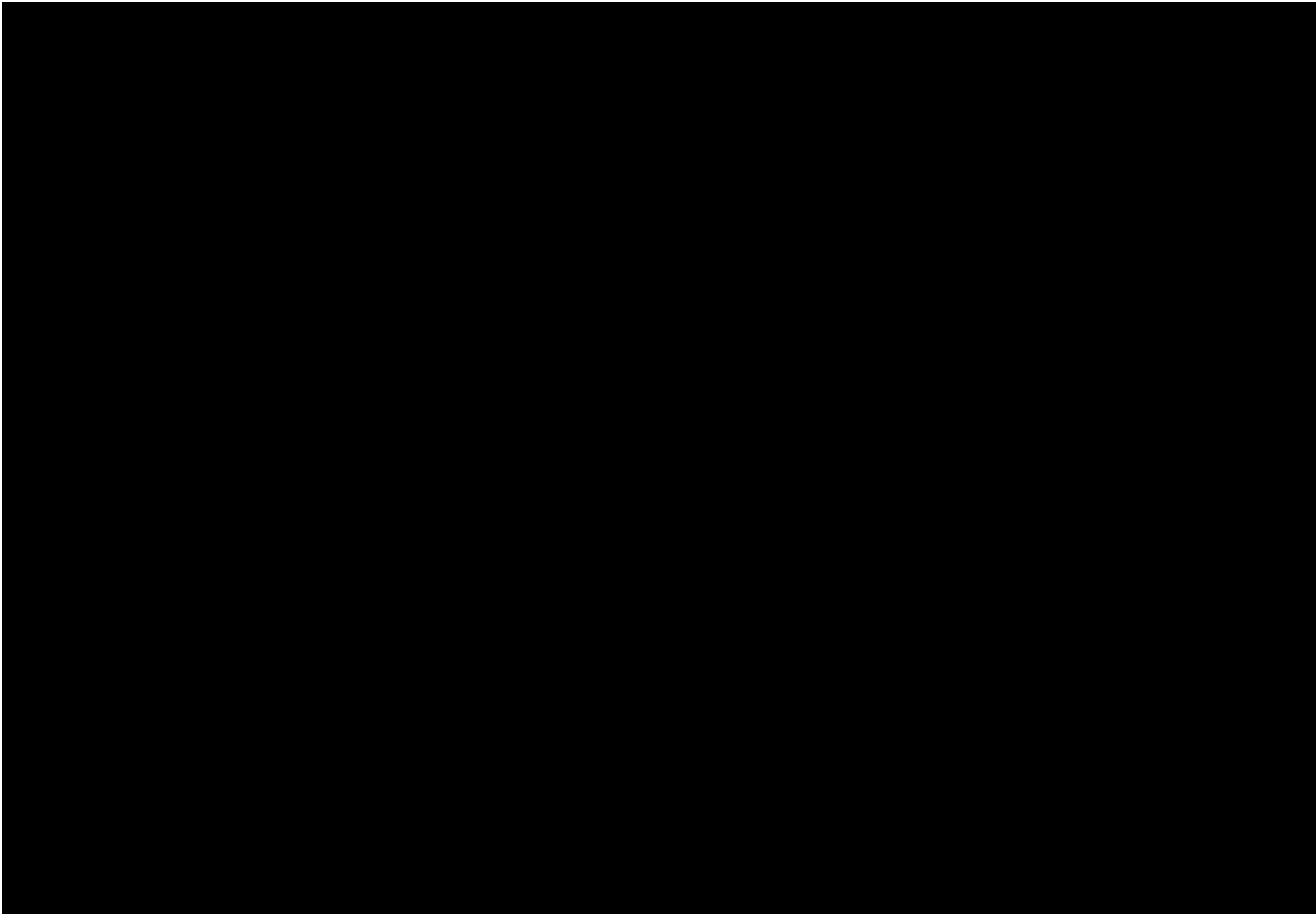
RESPONSE (5/4/2020):

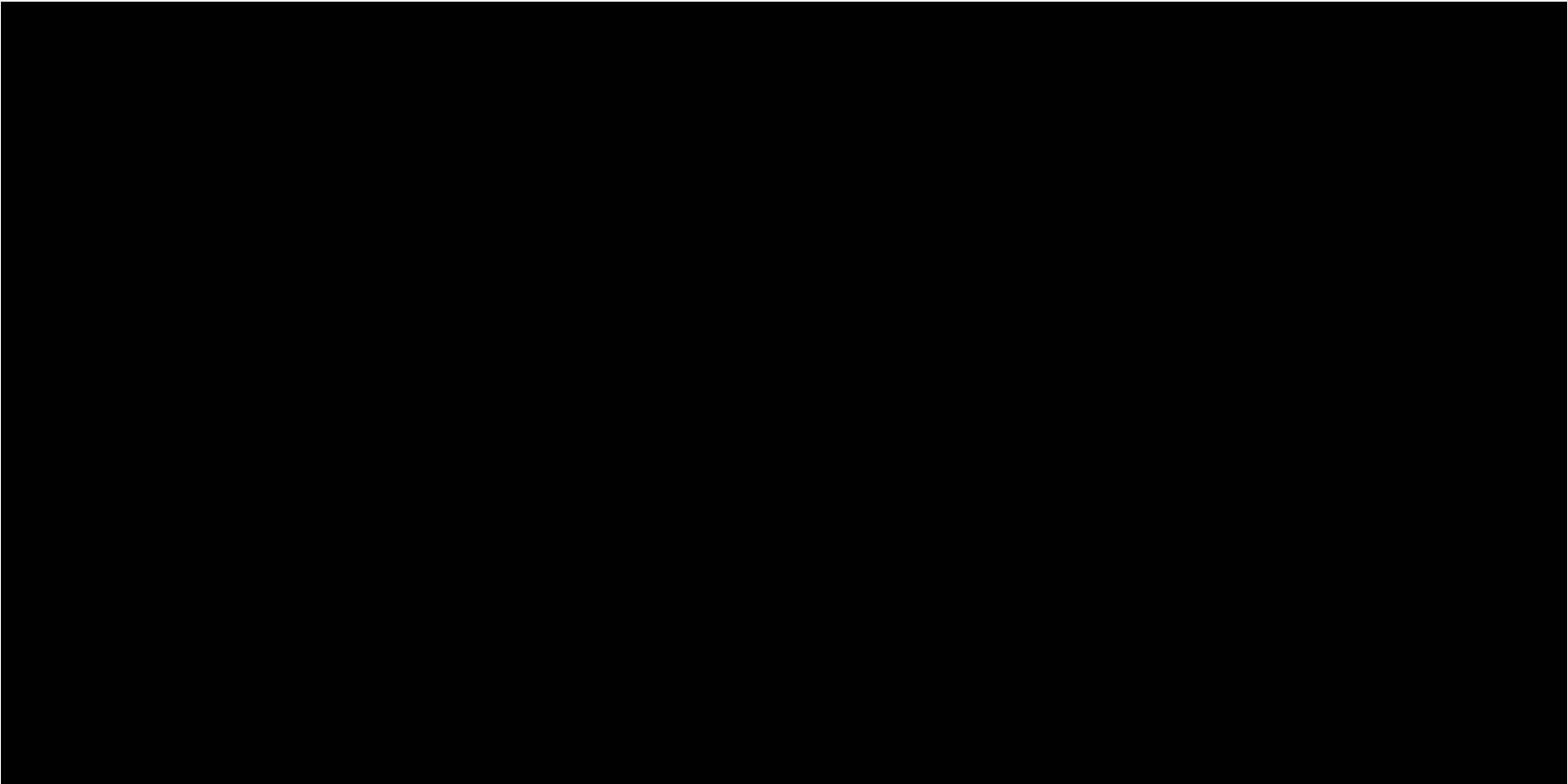
Subject to and without waiving its objections as to use of the information, Verizon responds as follows:

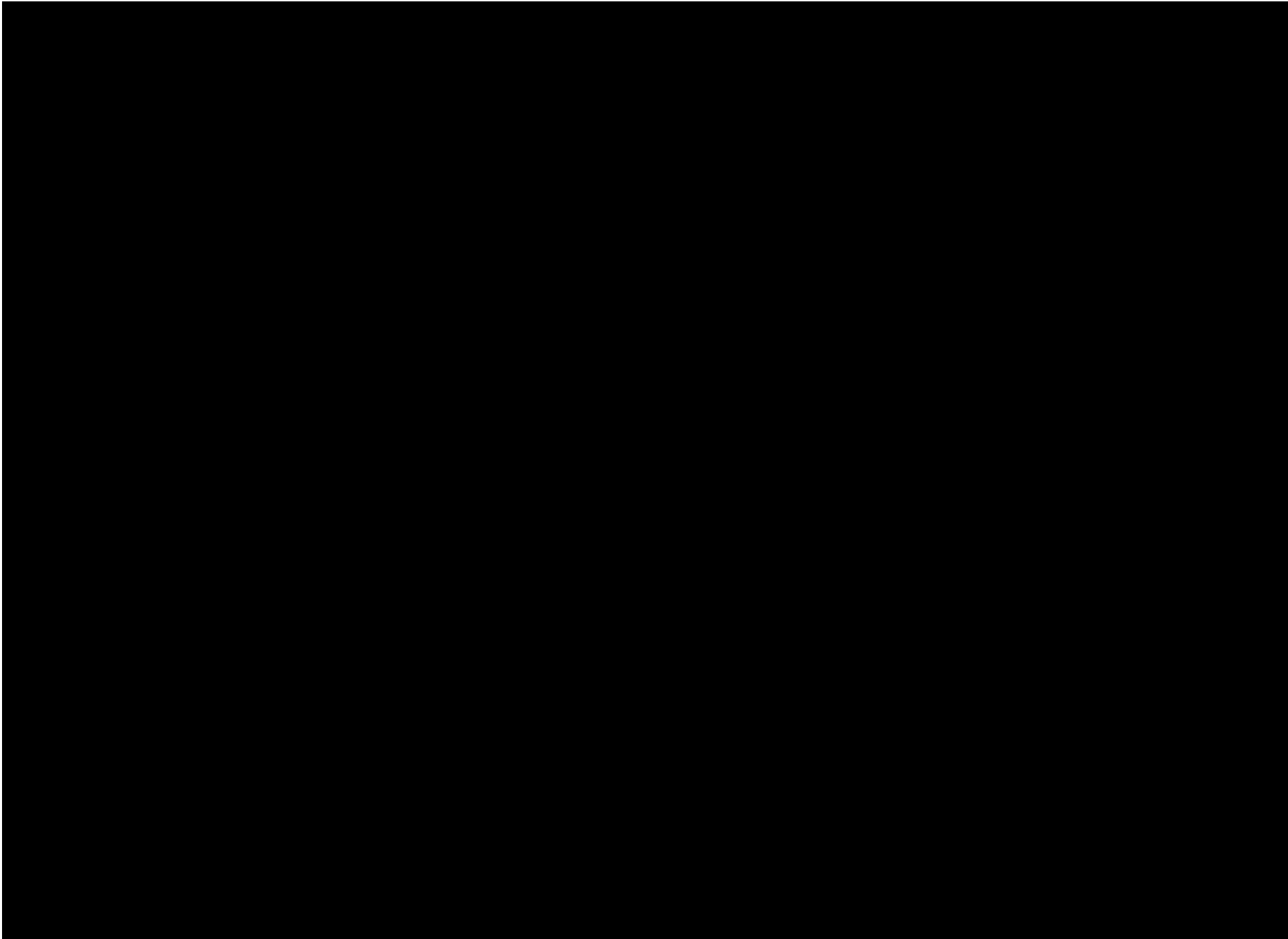
With respect to subpart (a), Verizon relied on decades of experience, which is detailed in Exhibit SCM-1 of the Direct Testimony of Stephen C. Mills. Verizon also relied on the list of damage claims involving damage to Verizon's facilities in Pennsylvania during the January 2018 through June 2019 time period being produced as VZ01235-VZ01236. The list is only partial in that it does not include the far more common and numerous instances in which damage to Verizon's aerial facilities was repaired without the submission of a damage claim. Verizon does not separately document or track these instances in which a damage claim was not submitted.

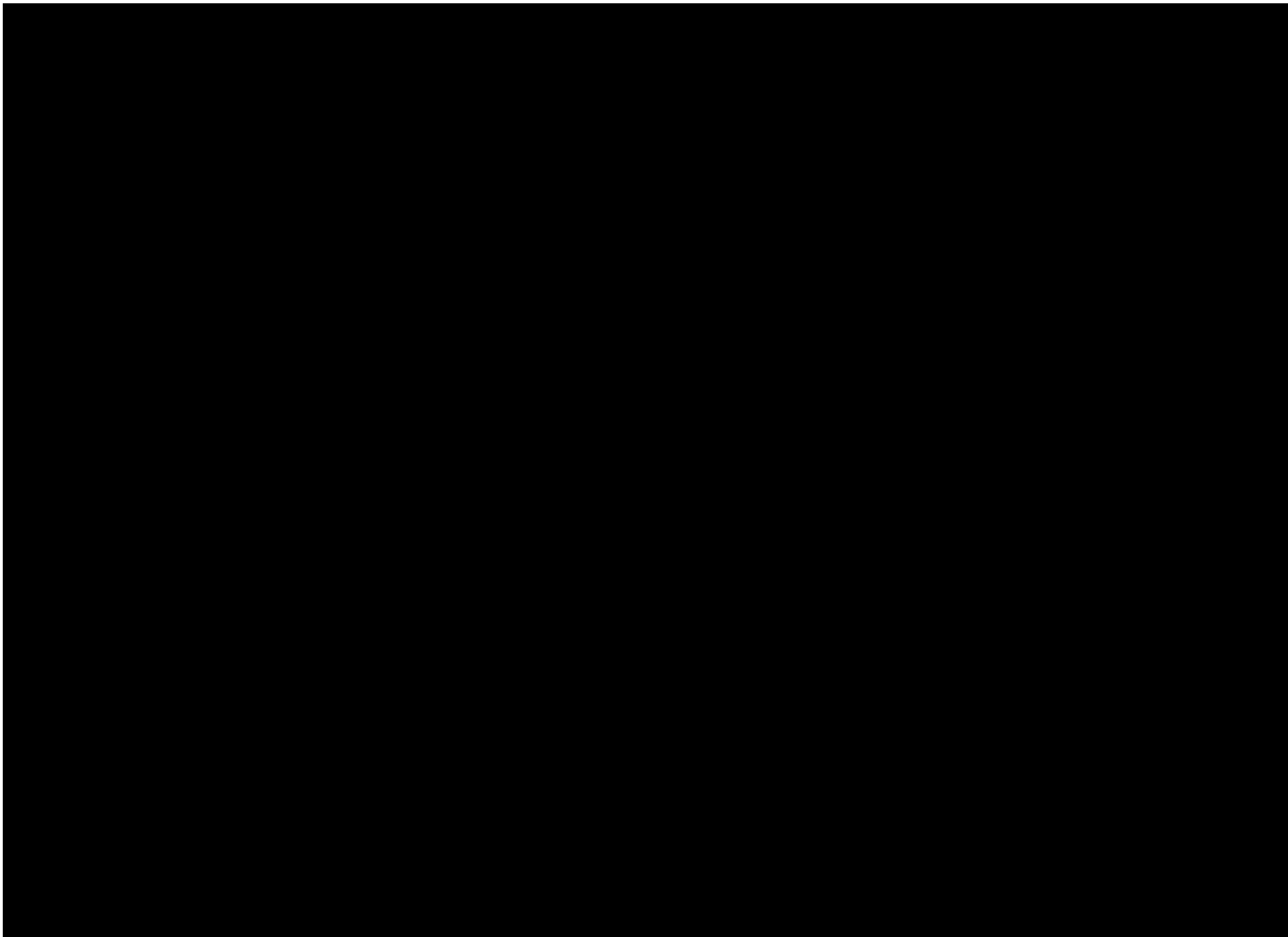
With respect to subparts (b) through (g), Verizon does not separately track damage to its facilities based on pole owner or event (e.g., from oversized vehicles, vandalism, and similar hazards) and so is unable to provide the requested information. However, Verizon is producing a list of damage to Verizon's aerial facilities in Pennsylvania from 2011 forward as VZ01237-VZ01258. This list is only partial because it does not include the far more common and numerous instances in which damage to Verizon's aerial facilities was repaired without the

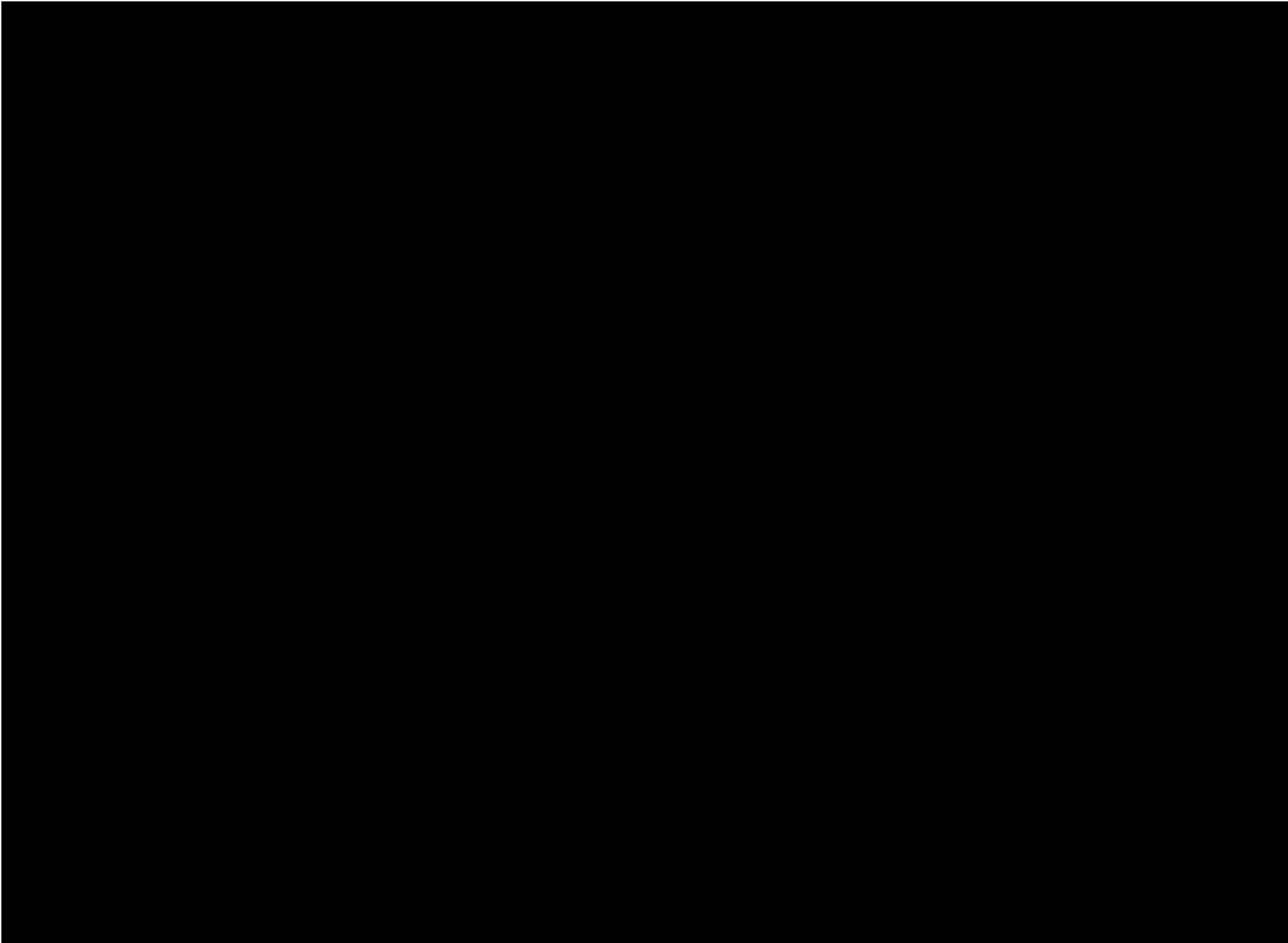
submission of a damage claim. Verizon does not separately document or track these instances in which a damage claim was not submitted.

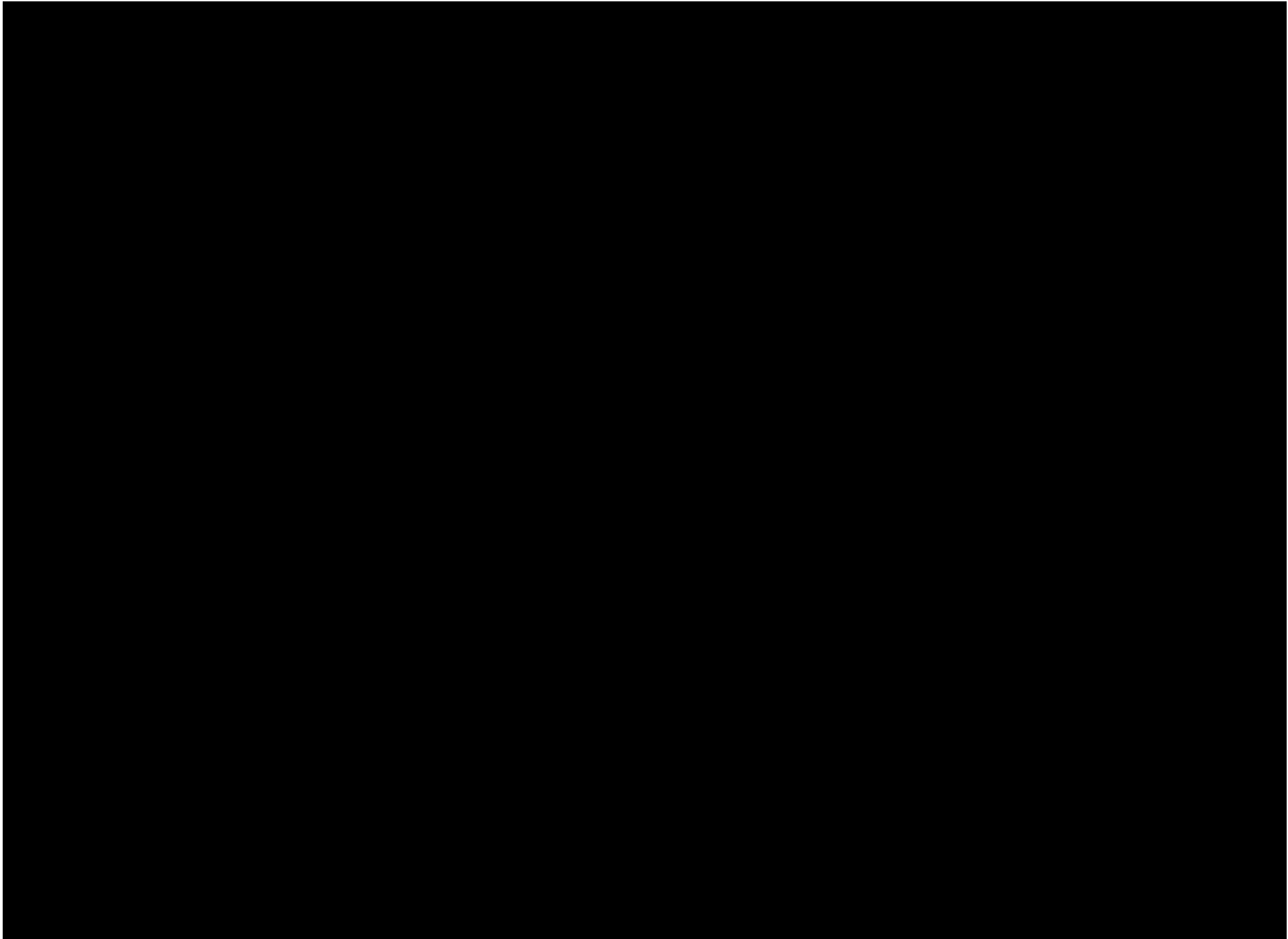


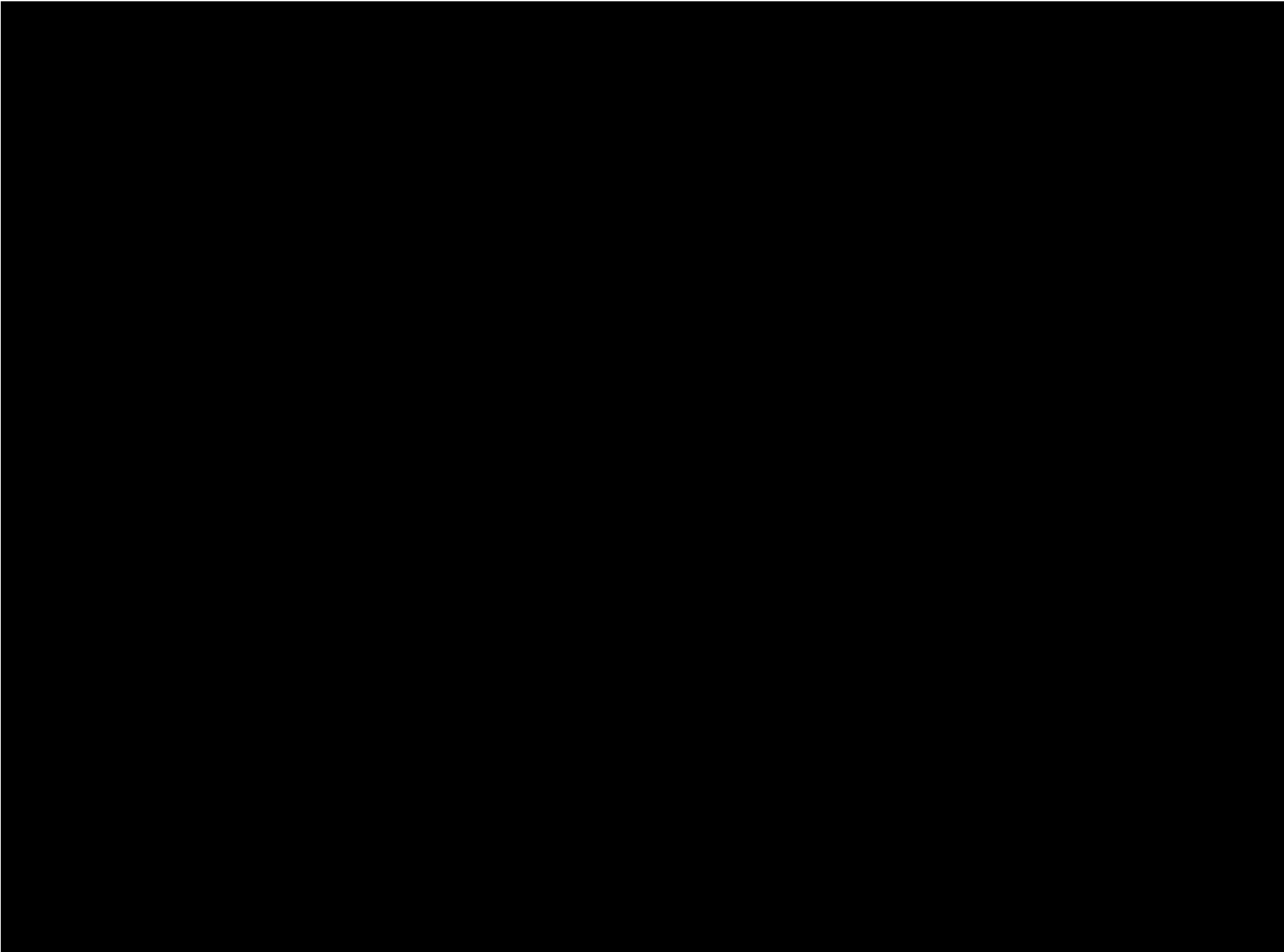


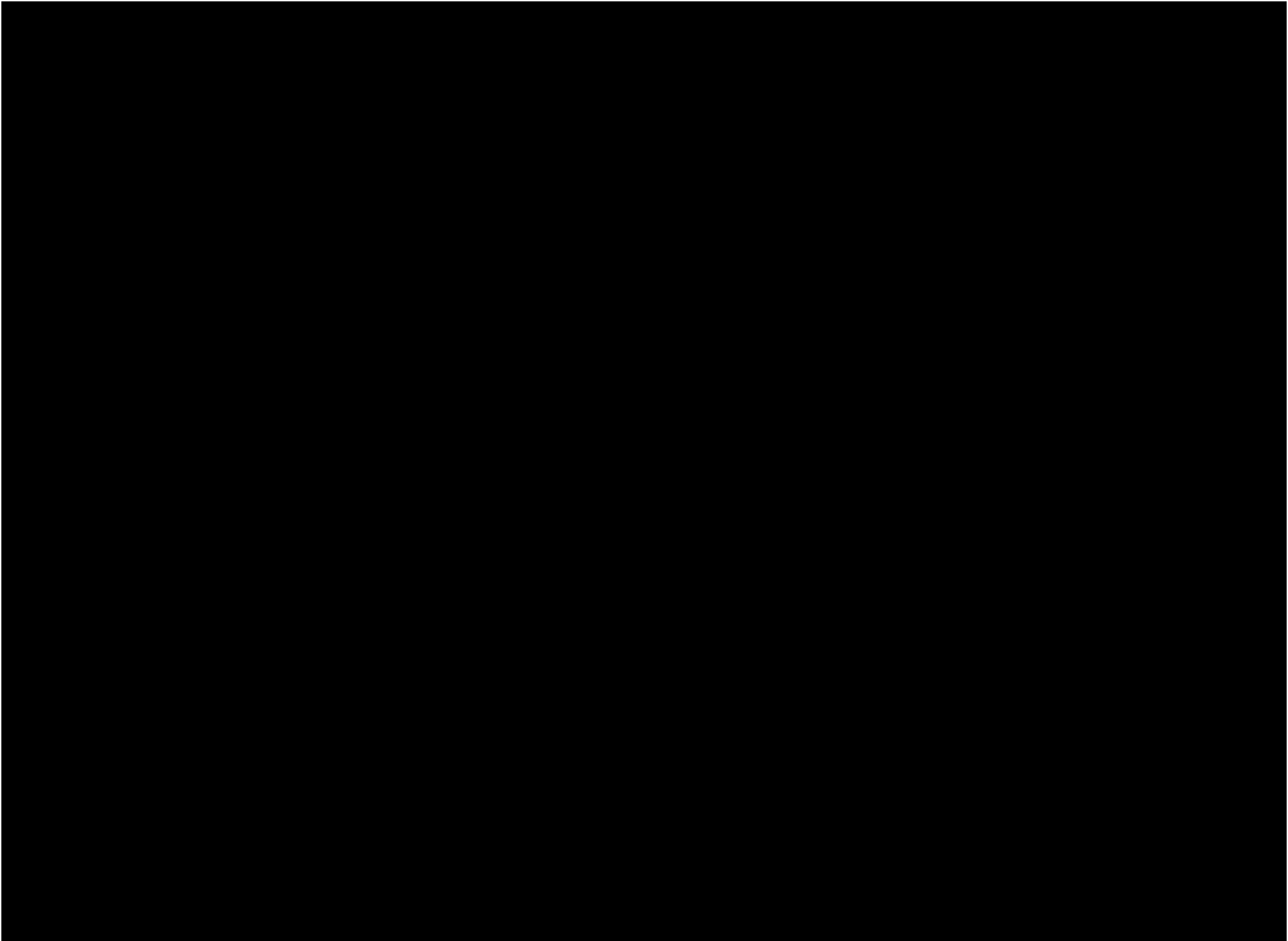


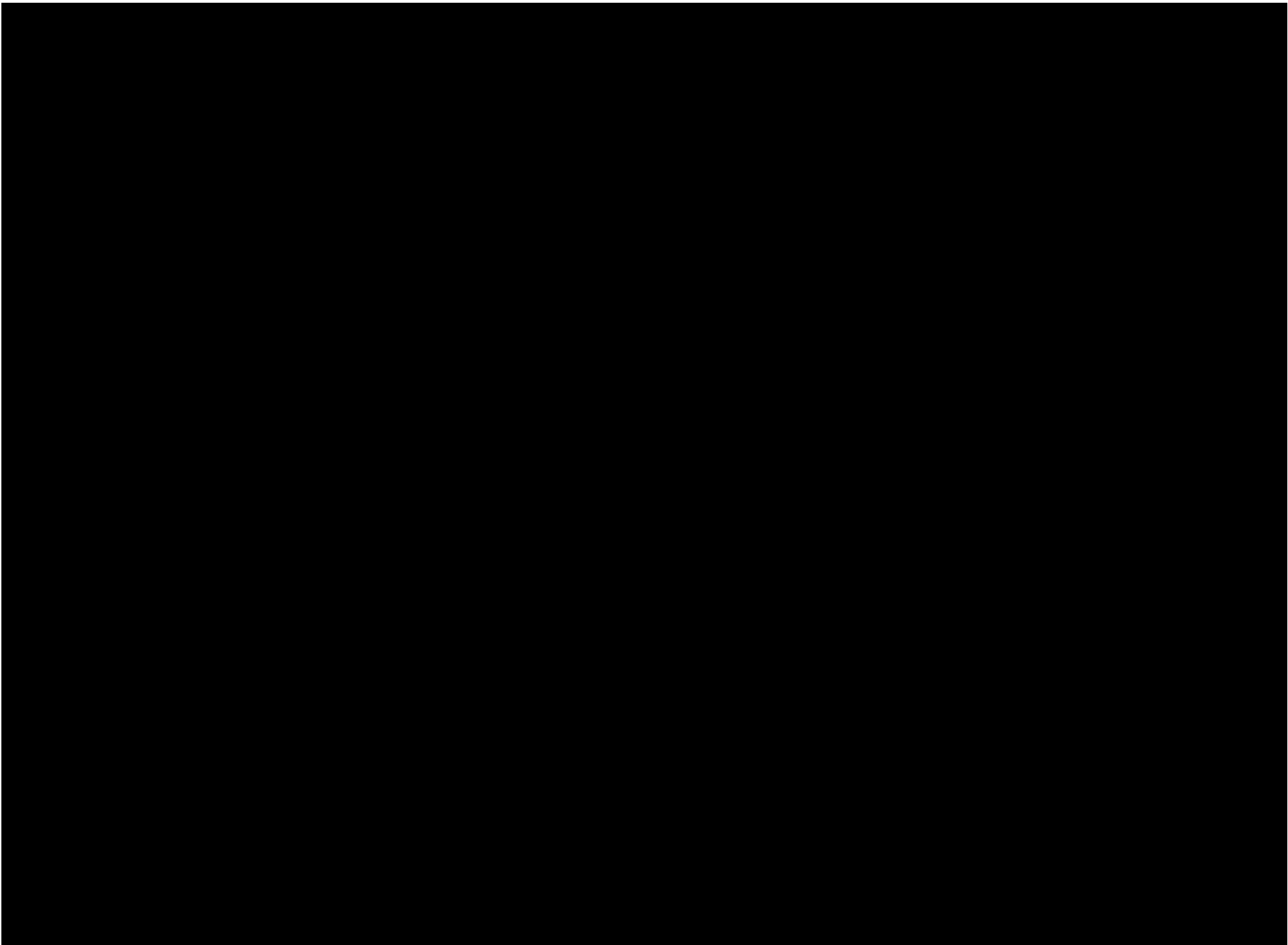


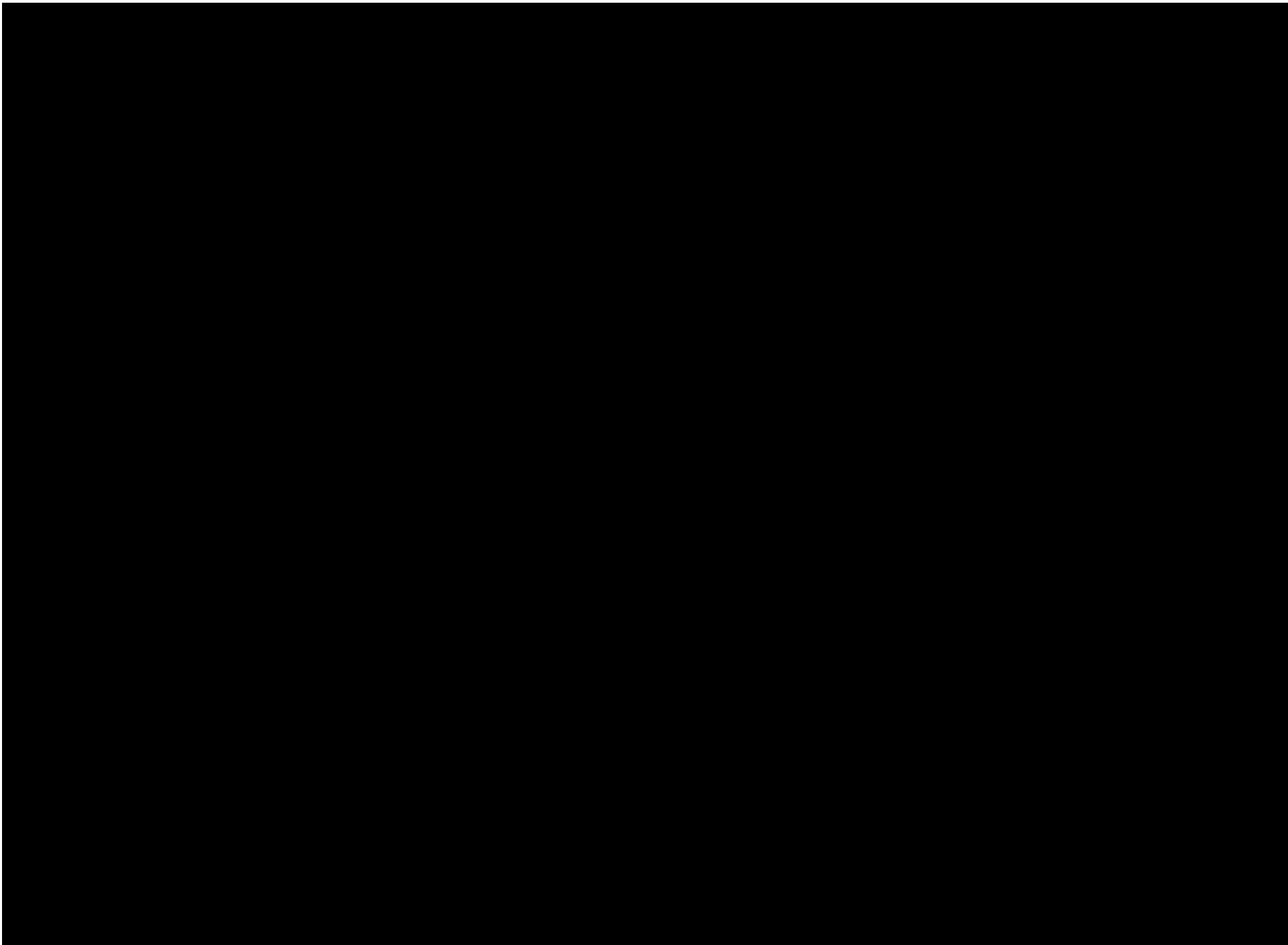


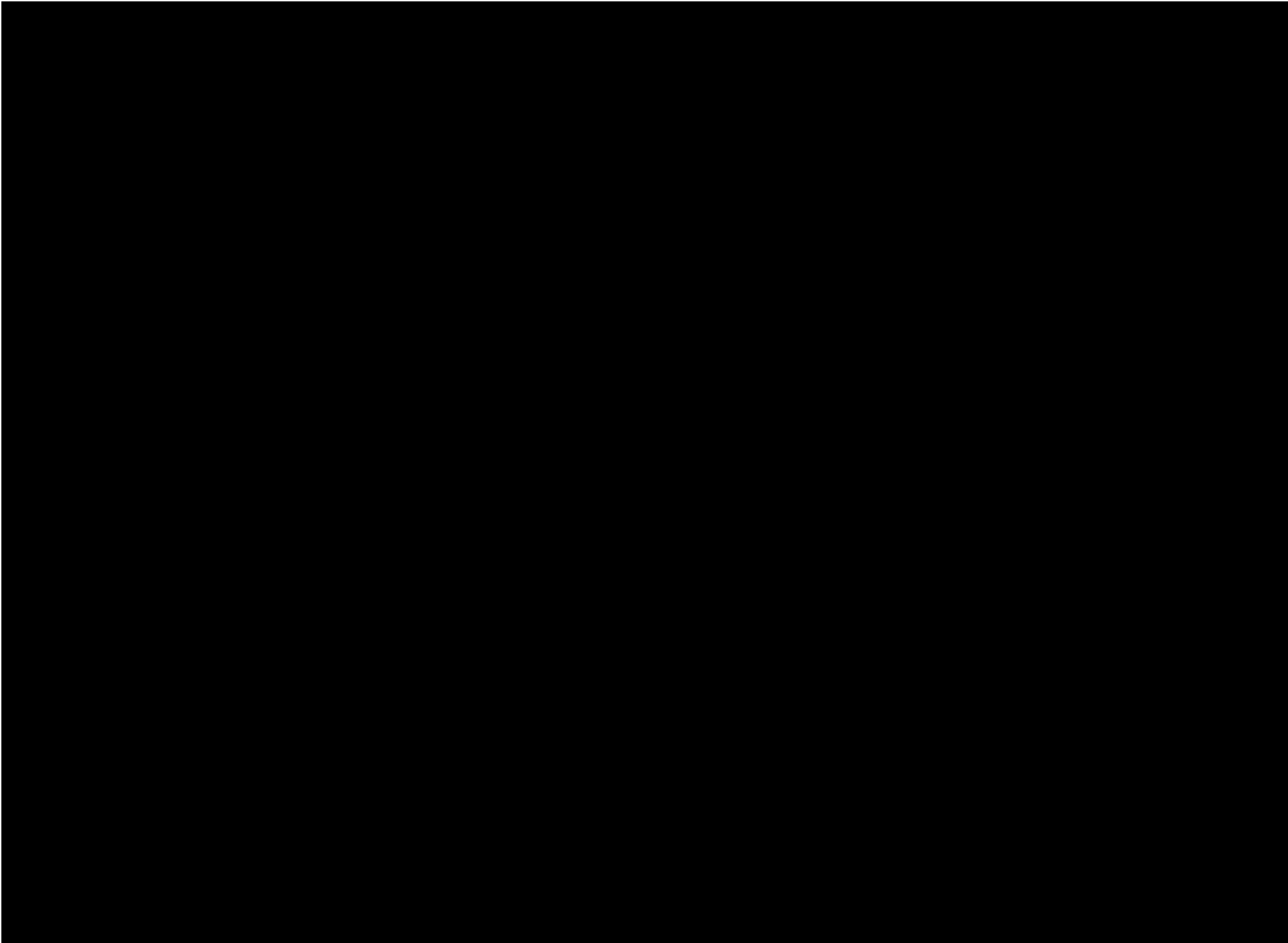


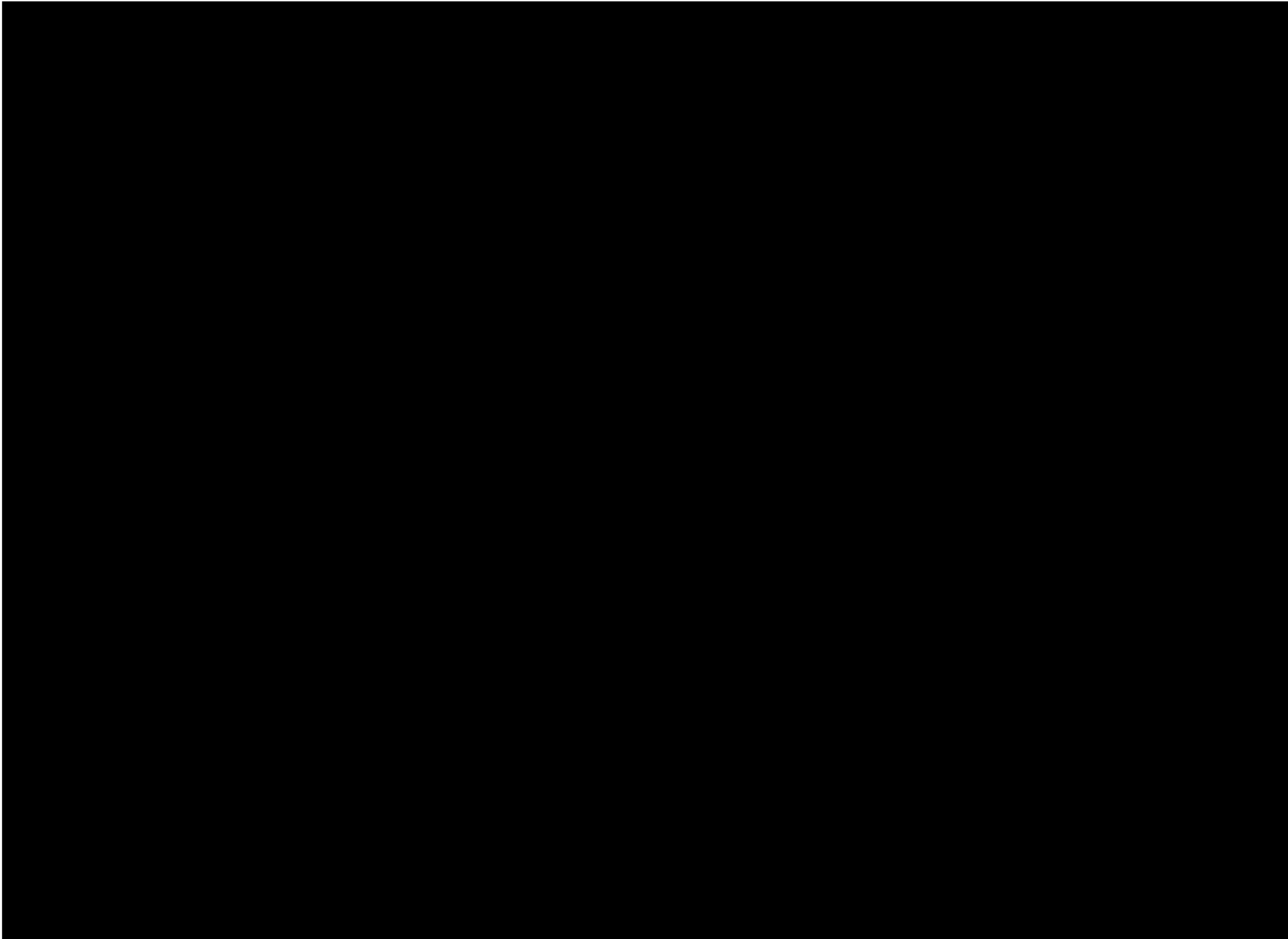


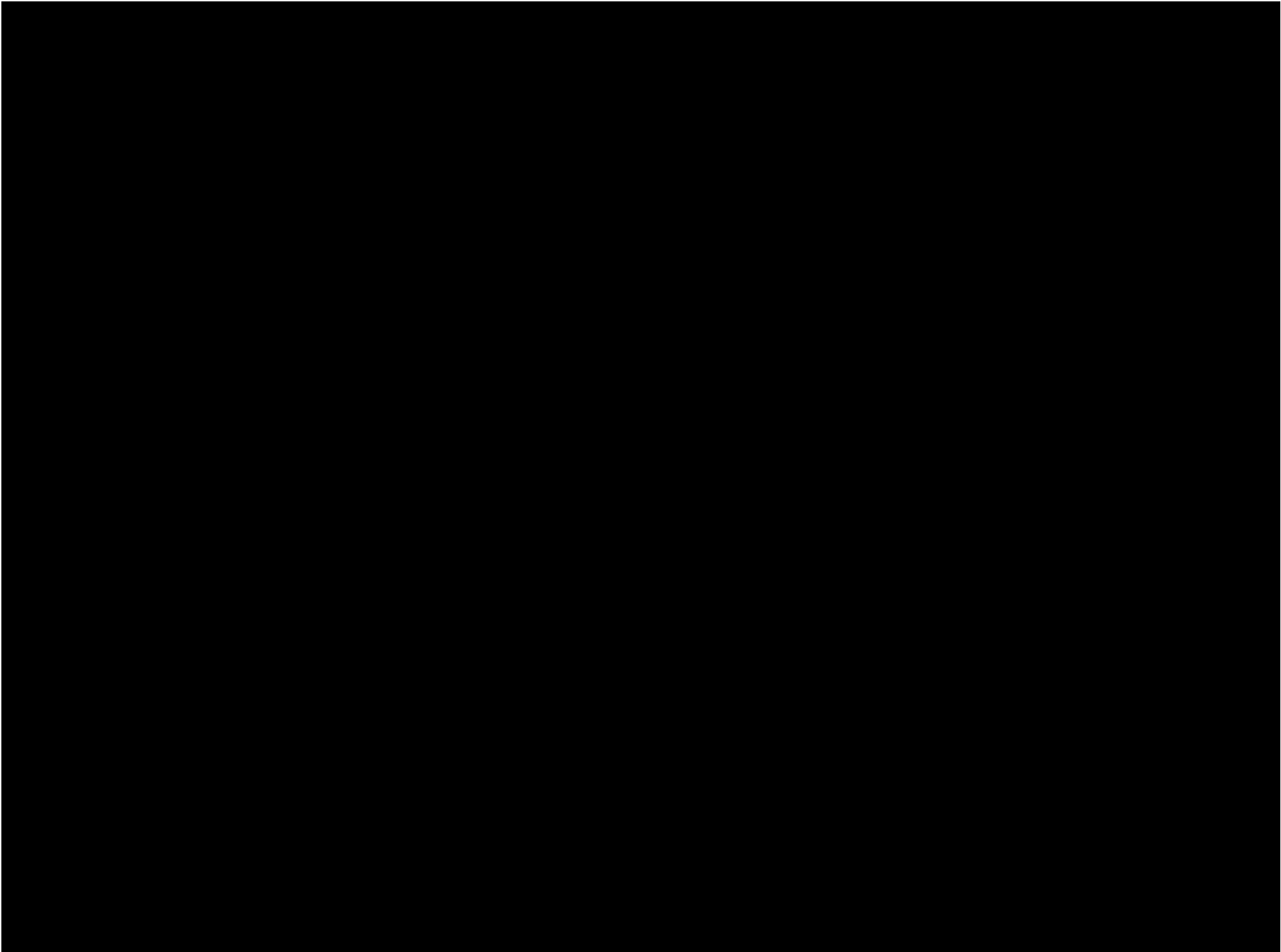


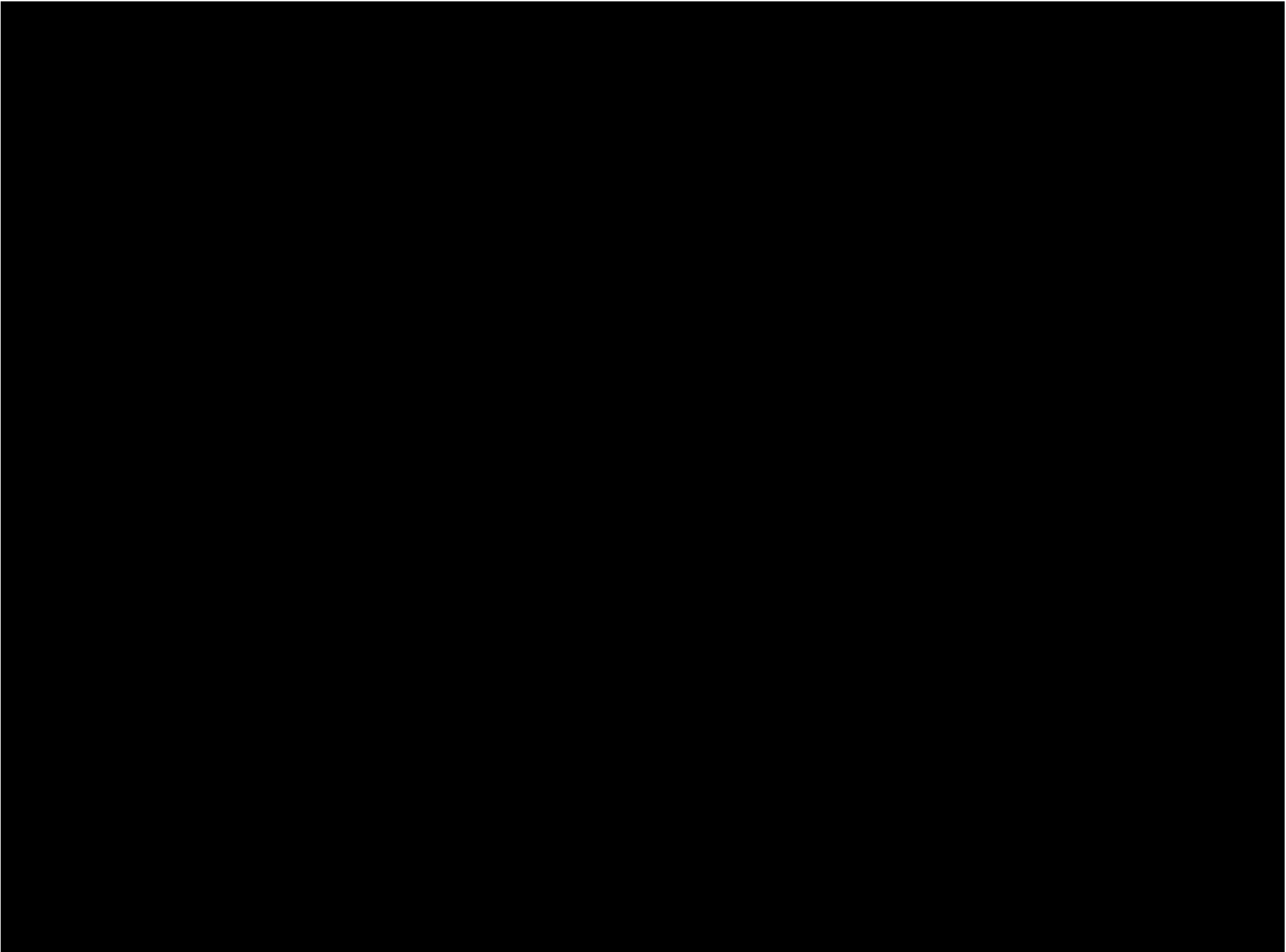


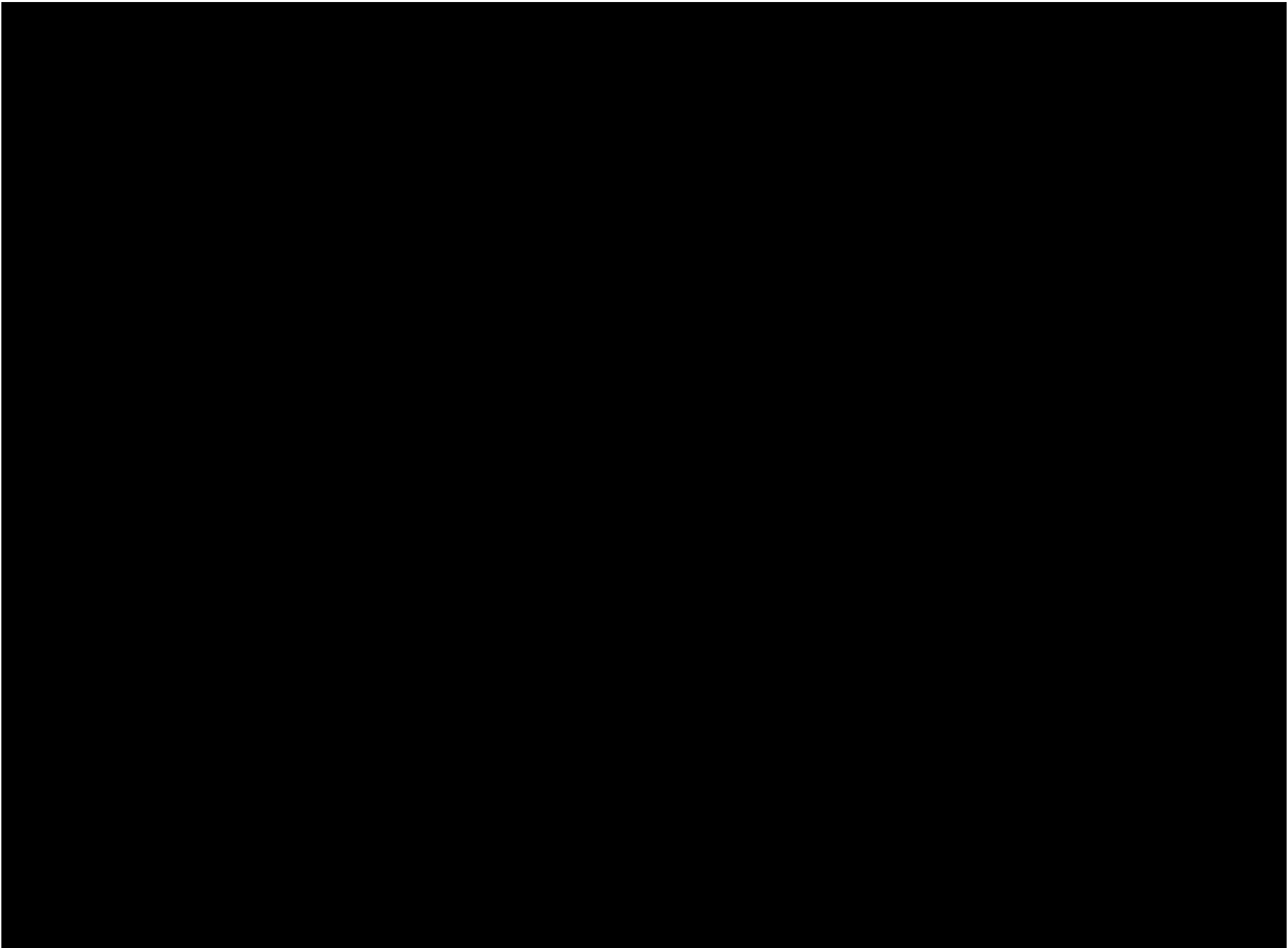


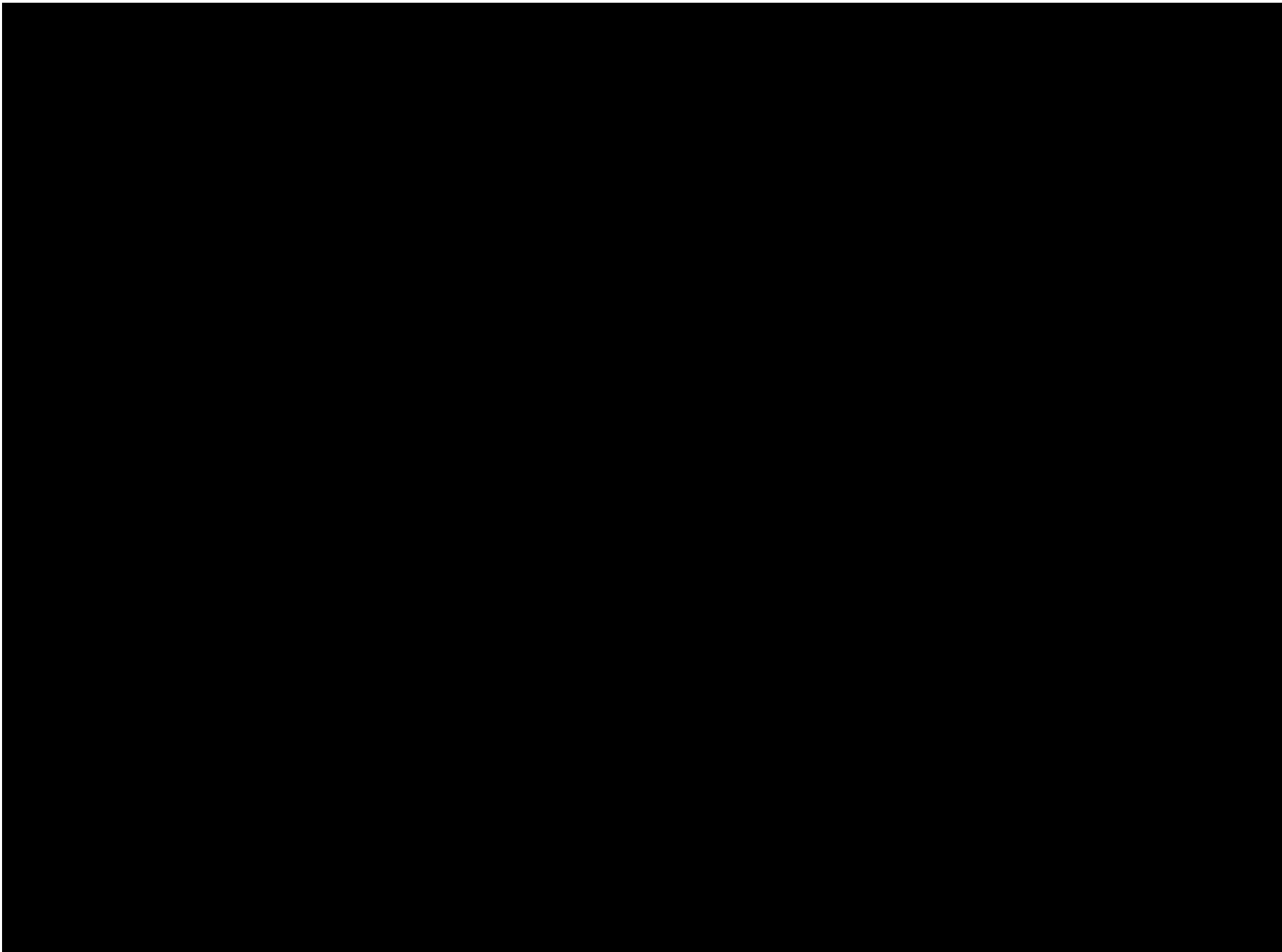


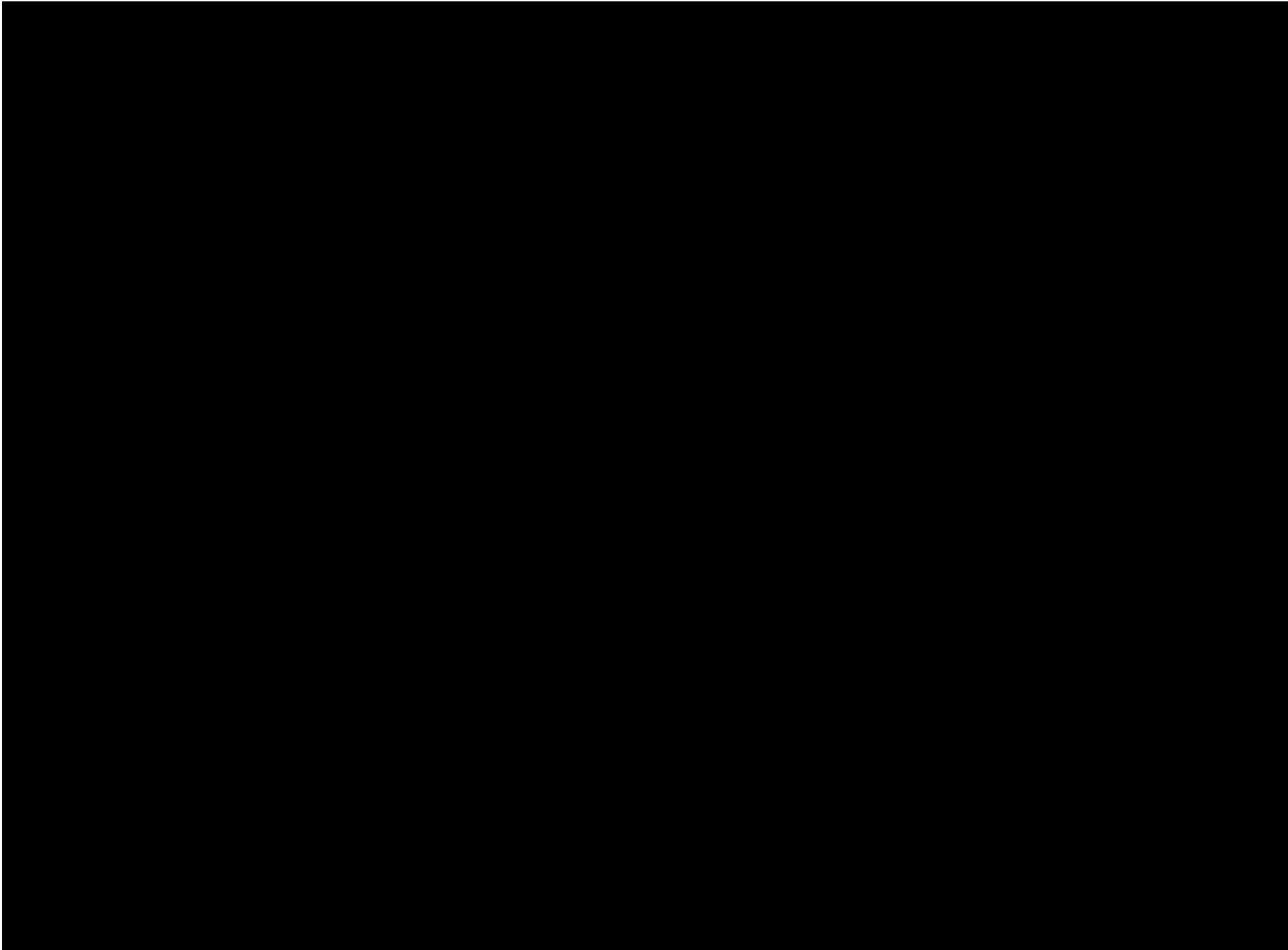


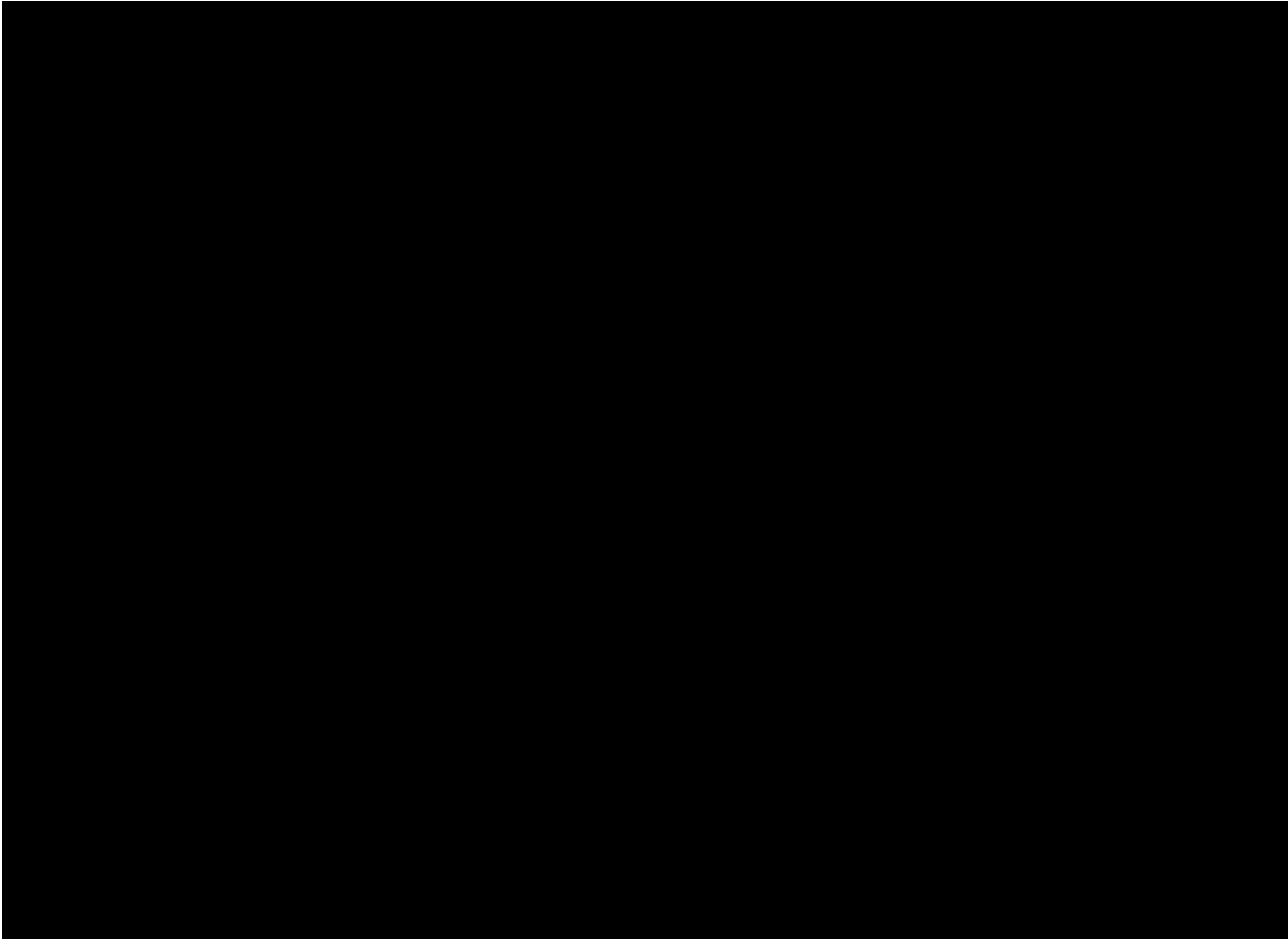


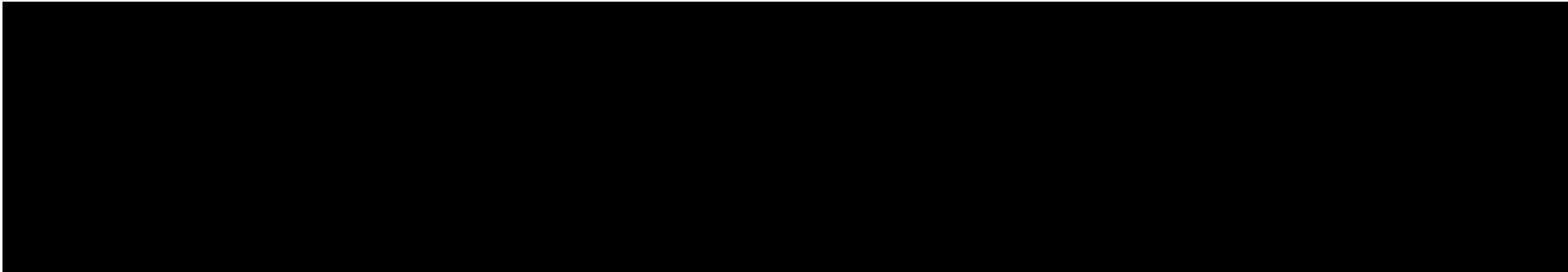












FirstEnergy
Exhibit SFS-10

RESPONSE OF VERIZON TO SET I, REQUEST NO. 16 OF FIRSTENERGY DATED
APRIL 17, 2020, SUBMITTED IN DOCKET NO. C-2020-3019347 BEFORE THE PA PUC

ANSWERED BY: Stephen C. Mills

POSITION: Consultant – Contract Management, Wireline Network Operations Division

REQUEST #16:

Reference Formal Complaint ¶ 49. Verizon states that “[i]t has experienced damage from gaffs, ladders, and bucket trucks, has had holes poked in its cables, and has had support wires broken because of its lowest location on the pole.”

- (a) Please provide all documents, workpapers, reports, and analyses relied upon in making that statement.
- (b) From 2011 to present, please list the incidents where a Verizon facility that was attached to a FirstEnergy pole “experienced damage from gaffs, ladders, and bucket trucks . . . because of its lowest location on the pole.” For each such incident listed, please provide the date and location that the incident occurred as well as the dollar amount of any damage caused.
- (c) From 2011 to present, please list the incidents where a Verizon facility that was attached to a FirstEnergy pole “had holes poked in its cables . . . because of its lowest location on the pole.” For each such incident listed, please provide the date and location that the incident occurred as well as the dollar amount of any damage caused.
- (d) From 2011 to present, please list the incidents where a Verizon facility that was attached to a FirstEnergy pole “had support wires broken because of its lowest location on the pole.” For each such incident listed, please provide the date and location that the incident occurred as well as the dollar amount of any damage caused.
- (e) From 2011 to present, please list the incidents where a Verizon facility that was attached to a Verizon-owned pole in Pennsylvania “experienced damage from gaffs, ladders, and bucket trucks . . . because of its lowest location on the pole.” For each such incident listed, please provide the date and location that the incident occurred, the dollar amount of any damage caused, and whether Verizon’s facility was located at the lowest position on the pole.
- (f) From 2011 to present, please list the incidents where a Verizon facility that was attached to a Verizon-owned pole in Pennsylvania “had holes poked in its cables . . . because of its lowest location on the pole.” For each such incident listed, please provide the date and location that the incident occurred, the dollar amount of any damage caused, and whether Verizon’s facility was located at the lowest position on the pole.

- (g) From 2011 to present, please list the incidents where a Verizon facility that was attached to a Verizon-owned pole in Pennsylvania “had support wires broken because of its lowest location on the pole.” For each such incident listed, please provide the date and location that the incident occurred, the dollar amount of any damage caused, and whether Verizon’s facility was located at the lowest position on the pole.

OBJECTION (4/29/2020):

Verizon will respond to subpart (a). Verizon objects to subparts (b) through (g) to the extent they are overly broad, unduly burdensome and seek information that is neither relevant nor material to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence. Verizon also objects to subparts (b) through (g) to the extent they require the compilation of data or information that Verizon does not maintain in the format requested or in the normal course of business, or require Verizon to make a special study or analysis that is not required by this Commission’s discovery rules. Subject to and without waiver of the foregoing, Verizon is currently investigating the availability of information requested in subparts (b) through (g) and will provide a response if it maintains this information in the format requested without undertaking a special study, or it will verify if it does not do so.

UPDATE TO OBJECTION (5/4/2020):

In its Motion to Compel, FirstEnergy states that Request #16 does “not require Verizon to perform a special study or analysis to compile this information” and that “[i]f Verizon has no such information, then it need only provide responses stating so.” Motion to Compel ¶ 103. Verizon will answer subject to this clarification.

Verizon continues to object to subparts (b) through (g) because they remain overly broad, unduly burdensome and seek information that is neither relevant nor material to the subject matter of this proceeding nor reasonably calculated to lead to the discovery of admissible evidence about the just and reasonable rate for Verizon’s use of FirstEnergy’s poles, which is calculated based on FirstEnergy’s pole costs. Verizon is not withholding a response based on these continuing objections but rather is preserving the objections as to use of the information, for example under 52 PA. Code §§ 5.401 and 5.403.

RESPONSE (5/4/2020):

Subject to and without waiving its objections as to use of the information, Verizon responds as follows:

With respect to subpart (a), Verizon relied on experience, which is detailed in Exhibit SCM-1 of the Direct Testimony of Stephen C. Mills. Verizon also relied on the list of damage claims involving damage to Verizon’s facilities in Pennsylvania during the January 2018 through June 2019 time period being produced as VZ01235-VZ01236. The list is only partial in that it does not include the far more common and numerous instances in which damage to Verizon’s aerial facilities was repaired without the submission of a damage claim. Verizon does not separately document or track these instances in which a damage claim was not submitted.

With respect to subparts (b) through (g), Verizon does not separately track damage to its facilities based on pole owner or type of damage and so is unable to provide the requested information. However, Verizon is producing a list of damage to Verizon's aerial facilities in Pennsylvania from 2011 forward as VZ01237-VZ01258. This list is only partial because it does not include the far more common and numerous instances in which damage to Verizon's aerial facilities was repaired without the submission of a damage claim. Verizon does not separately document or track these instances in which a damage claim was not submitted.

FirstEnergy
Exhibit SFS-11

RESPONSE OF VERIZON TO SET I, REQUEST NO. 17 OF FIRSTENERGY DATED
APRIL 17, 2020, SUBMITTED IN DOCKET NO. C-2020-3019347 BEFORE THE PA PUC

ANSWERED BY: Stephen C. Mills

POSITION: Consultant – Contract Management, Wireline Network Operations Division

REQUEST #17:

Reference Formal Complaint ¶ 49. Verizon claims that it “receives more requests to raise its cables to accommodate oversize loads that exceed standard vertical clearance requirements.”

- (a) Please provide copies of all such requests made to Verizon from 2011 to present for Verizon facilities that are connected to FirstEnergy poles.
- (b) Please provide copies of all such requests made to Verizon from 2011 to present for Verizon facilities that are connected to Verizon-owned poles in Pennsylvania.

OBJECTION (4/29/2020):

Verizon objects to this request to the extent it requires the compilation of data or information that Verizon does not maintain in the format requested or in the normal course of business, or requires Verizon to make a special study or analysis that is not required by the Commission’s discovery rules. Verizon is currently investigating the availability of this information and will provide a response if it maintains this information in the format requested without undertaking a special study, or it will verify if it does not do so.

UPDATE TO OBJECTION (5/4/2020):

In its Motion to Compel, FirstEnergy states that Request #17 does “not require Verizon to perform a special study or analysis to compile this information” and that “[i]f Verizon has no such information, then it need only provide responses stating so.” Motion to Compel ¶ 108. Verizon will answer subject to this clarification.

RESPONSE (5/4/2020):

Subject to and without waiving its objections as to use of the information, Verizon responds as follows:

Verizon does not generally track or document requests to raise its cables, and does not do so by the owner of the pole to which the cable was attached, and so is unable to provide the requested information.

FirstEnergy
Exhibit SFS-12

RESPONSE OF VERIZON TO SET I, REQUEST NO. 18 OF FIRSTENERGY DATED APRIL 17, 2020, SUBMITTED IN DOCKET NO. C-2020-3019347 BEFORE THE PA PUC

ANSWERED BY: Stephen C. Mills

POSITION: Consultant – Contract Management, Wireline Network Operations Division

REQUEST #18:

Reference Formal Complaint ¶ 49. Verizon avers that it “incurs increased pole transfer costs because it must be the last company to transfer its facilities to a replacement pole.”

- (a) Please provide all documents, workpapers, reports, and analyses relied upon in making that statement.
- (b) Please quantify the transfer costs incurred by Verizon due to its location on FirstEnergy’s poles for each year from 2011 to present, and provide all documents, workpapers, reports, and analyses relied upon in quantifying those costs.

OBJECTION (4/29/2020):

Verizon will respond to subpart (a). Verizon objects to subpart (b) to the extent it requires the compilation of data or information that Verizon does not maintain in the format requested or in the normal course of business, or requires Verizon to make a special study or analysis that is not required by the Commission’s discovery rules. Verizon is currently investigating the availability of this information and will provide a response if it maintains this information in the format requested without undertaking a special study, or it will verify if it does not do so.

UPDATE TO OBJECTION (5/4/2020):

In its Motion to Compel, FirstEnergy states that Request #18 does “not require Verizon to perform a special study or analysis to compile this information” and that “[i]f Verizon has no such information, then it need only provide responses stating so.” Motion to Compel ¶ 108. Verizon will answer subject to this clarification.

RESPONSE (5/4/2020):

Subject to and without waiving its objections as to use of the information, Verizon responds as follows:

With respect to subpart (a), Verizon relied on decades of experience, which is detailed in Exhibit SCM-1 of the Direct Testimony of Stephen C. Mills.

With respect to subpart (b), Verizon does not track which poles require a second or subsequent trip to complete a transfer of Verizon’s facilities because a prior company did not timely complete its own transfer, and so Verizon is unable to provide the requested information.

RESPONSE OF VERIZON TO SET I, REQUEST NO. 19 OF FIRSTENERGY DATED APRIL 17, 2020, SUBMITTED IN DOCKET NO. C-2020-3019347 BEFORE THE PA PUC

ANSWERED BY: Stephen C. Mills

POSITION: Consultant – Contract Management, Wireline Network Operations Division

REQUEST #19:

Reference Formal Complaint ¶ 49. Verizon asserts that it “often makes more than one trip to the replacement pole because others have not completed their transfers as scheduled.”

- (a) Please provide all documents, workpapers, reports, and analyses relied upon in making that statement.
- (b) Please state the number of times, per year from 2011 to present, that Verizon had to make more than one trip to a FirstEnergy replacement pole “because others have not completed their transfers as scheduled,” and provide all documents, workpapers, reports, and analyses relied upon in compiling that figure.

OBJECTION (4/29/2020):

Verizon will respond to subpart (a). Verizon objects to subpart (b) to the extent it requires the compilation of data or information that Verizon does not maintain in the format requested or in the normal course of business, or requires Verizon to make a special study or analysis that is not required by the Commission’s discovery rules. Verizon further objects to subpart (b) to the extent FirstEnergy is equally capable of obtaining the requested information and/or performing the requested study or analysis. Subject to and without waiving its objections, Verizon is currently investigating the availability of this information and will provide a response if it maintains this information in the format requested without undertaking a special study, or it will verify if it does not do so.

UPDATE TO OBJECTION (5/4/2020):

In its Motion to Compel, FirstEnergy states that Request #19 does “not require Verizon to perform a special study or analysis to compile this information” and that “[i]f Verizon has no such information, then it need only provide responses stating so.” Motion to Compel ¶ 108. Verizon will answer subject to this clarification.

RESPONSE (5/4/2020):

Subject to and without waiving its objections as to use of the information, Verizon responds as follows:

With respect to subpart (a), Verizon relied on decades of experience, which is detailed in Exhibit SCM-1 of the Direct Testimony of Stephen C. Mills.

With respect to subpart (b), Verizon does not track which poles require a second or subsequent trip to complete a transfer of Verizon's facilities where a prior company did not timely complete its own transfer, and so Verizon is unable to provide the requested information.

FirstEnergy
Exhibit SFS-13

RESPONSE OF VERIZON TO SET I, REQUEST NO. 11 OF FIRSTENERGY DATED APRIL 17, 2020, SUBMITTED IN DOCKET NO. C-2020-3019347 BEFORE THE PA PUC

ANSWERED BY: Stephen C. Mills

POSITION: Consultant – Contract Management, Wireline Network Operations Division

REQUEST #11:

Reference Formal Complaint ¶ 45. Verizon contends that it “completes much of this work itself, surveying a pole to determine what make-ready is required, completing the engineering necessary to accommodate its attachment, transferring its facilities when required, and reviewing its attachments post-installation to ensure they comply with applicable standards.”

- (a) Please quantify the costs incurred by Verizon to survey “a pole to determine what make-ready is required” for each year from 2011 to present, and provide all documents, workpapers, reports, and analyses relied upon in quantifying those costs.
- (b) Please quantify the costs incurred by Verizon to complete “the engineering necessary to accommodate its attachment” for each year from 2011 to present, and provide all documents, workpapers, reports, and analyses relied upon in quantifying those costs.
- (c) Please quantify the costs incurred by Verizon to review “its attachments post-installation to ensure they comply with applicable standards” for each year from 2011 to present, and provide all documents, workpapers, reports, and analyses relied upon in quantifying those costs.

OBJECTION (4/29/2020):

Verizon objects to this request to the extent it requires the compilation of data or information that Verizon does not maintain in the format requested or in the normal course of business, or requires Verizon to make a special study or analysis that is not required by the Commission’s discovery rules. Verizon is currently investigating the availability of this information and will provide a response if it maintains this information in the format requested without undertaking a special study, or it will verify if it does not do so.

UPDATE TO OBJECTION (5/4/2020):

In its Motion to Compel, FirstEnergy states that Request #11 does “not require Verizon to perform a special study or analysis to compile this information” and that “[i]f Verizon has no such information, then it need only provide responses stating so.” Motion to Compel ¶ 86. Verizon will answer subject to this clarification.

RESPONSE (5/4/2020):

Subject to and without waiving its objections as to use of the information, Verizon responds as follows:

Verizon does not separately track the time required or cost incurred to complete the specific tasks identified in subparts (a), (b), and (c) of this request and so is unable to provide the requested information.

FirstEnergy
Exhibit SFS-14

RESPONSE OF VERIZON TO SET I, REQUEST NO. 12 OF FIRSTENERGY DATED APRIL 17, 2020, SUBMITTED IN DOCKET NO. C-2020-3019347 BEFORE THE PA PUC

ANSWERED BY: Stephen C. Mills

POSITION: Consultant – Contract Management, Wireline Network Operations Division

REQUEST #12:

Reference Formal Complaint ¶ 45. Verizon states that “[i]f such costs are ever incurred by Verizon’s competitors, Verizon incurs comparable costs because it performs its own safety checks, at no cost to FirstEnergy.”

Please quantify the costs incurred by Verizon to perform these “safety checks at no cost to FirstEnergy” for each year from 2011 to present, and provide all documents, workpapers, reports, and analyses relied upon in quantifying those costs.

OBJECTION (4/29/2020):

Verizon objects to this request to the extent it requires the compilation of data or information that Verizon does not maintain in the format requested or in the normal course of business, or requires Verizon to make a special study or analysis that is not required by the Commission’s discovery rules. Verizon is currently investigating the availability of this information and will provide a response if it maintains this information in the format requested without undertaking a special study, or it will verify if it does not do so.

UPDATE TO OBJECTION (5/4/2020):

In its Motion to Compel, FirstEnergy states that Request #12 does “not require Verizon to perform a special study or analysis to compile this information” and that “[i]f Verizon has no such information, then it need only provide responses stating so.” Motion to Compel ¶ 86. Verizon will answer subject to this clarification.

RESPONSE (5/4/2020):

Subject to and without waiving its objections as to use of the information, Verizon responds as follows:

Verizon does not separately track the time required or cost incurred by Verizon to perform the safety checks of its facilities referenced in Complaint ¶ 45 and so is unable to provide this information. The cost incurred by Verizon to perform the work should be comparable to the cost incurred by another entity to perform the work, as labor and material costs should be comparable in the same geographic market.