

# ATTACHMENT H



Norman L. Parrish  
Manager  
Network Services

180 Sheree Boulevard, Suite 2100  
Exton, PA 19341

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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 3<sup>rd</sup> 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

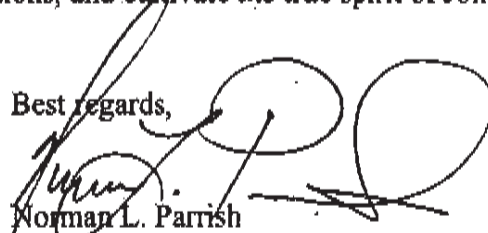
The following key Verizon leaders plan to be in attendance:

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/3<sup>rd</sup> 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

# **ATTACHMENT I**

PUBLIC VERSION

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**From:** [stacey.w.culbreath@verizon.com](mailto:stacey.w.culbreath@verizon.com) [<mailto:stacey.w.culbreath@verizon.com>]  
**Sent:** Tuesday, April 17, 2018 1:15 PM  
**To:** DeWitt, Deanna R <[ddewitt@firstenergycorp.com](mailto:ddewitt@firstenergycorp.com)>; Schafer, Stephen F <[sschafer@firstenergycorp.com](mailto:sschafer@firstenergycorp.com)>  
**Subject:** [EXTERNAL] RE: Penn Power NEW SPANS PROCESS?  
**Importance:** High

Hi Deanna and Steve:

More specifically---- I apologize for the delay.

1. The changes in procedure including the new requirements are significant in ideal and inherently intensifies Verizon's obligation. Thus, as joint-users the introduction and scope of these changes should be discussed to determine how they impact coordination, collaboration, functional response, timing, etc.
2. The architects of the Agreement understood how changes like those proposed by Penn Power might be prejudicially detrimental to one Party, which is why Article IV – (ADMINISTRATION), specifies that representatives from each company shall collaborate in the development "*of practices, procedures and*

## PUBLIC VERSION

*interpretations necessary for the administration of [the] agreement. Such practices, procedures and interpretations shall, **in all cases**, be consistent with the terms of this agreement”*; which the non-negotiated introduction of these changes are not.

So, Part II of my request below is a reversion to previous practices until said discussion have occurred. Thank you very much for your support and understanding as Verizon strives to always optimize our collaborative relationship. Please let me know how we should proceed next as Verizon is currently unable to comply with Penn Power’s suggestions.

Regards,

Stacey

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**From:** Culbreath, Stacey W

**Sent:** Tuesday, April 17, 2018 9:59 AM

**To:** 'ddewitt@firstenergycorp.com' <ddewitt@firstenergycorp.com>; 'Schafer, Stephen F' <sschafer@firstenergycorp.com>

**Subject:** Penn Power NEW SPANS PROCESS?

**Importance:** High

Good morning, Deanna and Steve:

I wanted to assess the Agreement prior to presenting this to you; is this applicable to Verizon? As joint-user is there not to be a discussion about the introduction of operating procedures particularly those that are currently nonreciprocal? Thus, prior to Verizon complying with these changes, we’d like for Penn Power to formally introduce through joint-use discussion with a timeline for deployment, so that Verizon if necessitated, can plan for the integration of these new protocols into our BAU.

Regards,

<image002.jpg>

Stacey Culbreath, CFE, PMP®

Joint Use Liaison | PennDOT-Util Reloc | Risk Mgmt

Wireline Ntwk Eng & Ops

900 Race Street, Floor - 11

Philadelphia PA., 19107

O 215.351.6131 | M 215.307.5032

[stacey.w.culbreath@one.verizon.com](mailto:stacey.w.culbreath@one.verizon.com)

<image002.jpg> <image002.jpg> <image002.jpg>

Please share with all engineers.

FE00114

## PUBLIC VERSION

It has been brought to my attention recently that Penn Power now requires a spans request for any new fiber we are placing on their poles, even if we are overlashing to an existing cable. Below are the requirements to be added to the spans request.

- SPANS request can be no more than 50 poles.
- Poles should be added to the request in line as they appear in field. Don't put all replacements on one request then all new JU on another. This mixes up the order of the poles and makes it more difficult for them to review in the field.
- Pole profiles sheets showing all attachment heights including the new fiber and pics of each pole are required (including the VZ owned poles that require replacement or Penn Power make ready)
- PENN PWR make ready work should be specified.
- A copy of the engineering work ordered should also be attached to the span request.
- If you are asking PP to replace a pole, a remark is required to specify the reason for the request or it won't transmit.
- It must be noted if you are overlashing (this option has now been added to the drop down list of Verizon's actions), placing strand or aerial duct. This can be noted in the remarks.
- Guying should be noted in remarks as well (ie: pl ohg pole 20 to 20-2).
- If there is a portion of the job that we are overlashing to VZ poles and no work is required by PP or the pole is not being replaced, just ensure it is clearly shown on the prints that are attached in SPANS. (I was questioned on a job I submitted)

<mime-attachment>

# ATTACHMENT J

## PUBLIC VERSION

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**From:** Karafa, David J.  
**Sent:** Thursday, June 07, 2018 10:47 PM  
**To:** [brian.trosper@verizon.com](mailto:brian.trosper@verizon.com)  
**Subject:** 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.

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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

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- 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](mailto:brian.trosper@verizon.com) <[brian.trosper@verizon.com](mailto:brian.trosper@verizon.com)>  
**Sent:** Wednesday, May 30, 2018 4:04 PM  
**To:** Karafa, David J. <[djkarafa@firstenergycorp.com](mailto: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

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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 17<sup>th</sup> 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

If you print, please recycle.

This message and any attachments may be confidential and/or subject to the attorney/client privilege, IRS Circular 230 Disclosure or otherwise protected from disclosure. If you are not a designated addressee (or an authorized agent), you have received this e-mail in error, and any further use by you, including review, dissemination, distribution, copying, or disclosure, is strictly prohibited. If you are not a designated addressee (or an authorized agent), we request that you immediately notify us of this error by reply e-mail and then delete it from your system.

# ATTACHMENT K

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Before the  
FEDERAL COMMUNICATIONS COMMISSION  
Washington, D.C. 20554

_____	)	
	)	
<b>Verizon Pennsylvania LLC and</b>	)	
<b>Verizon North LLC,</b>	)	
<b><i>Complainants,</i></b>	)	
	)	<b>Proceeding Number 19-354</b>
<b>v.</b>	)	<b>Bureau ID Number EB-19-MD-008</b>
	)	
<b>Metropolitan Edison Company,</b>	)	
<b>Pennsylvania Electric Company, and</b>	)	
<b>Penn Power Company,</b>	)	
<b><i>Defendants</i></b>	)	
_____	)	

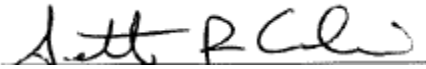
**DECLARATION OF SCOTT CARLIN**

I, Scott Carlin, declare as follows:

1. My name is Scott Carlin. I am the Vice President and General Manager-Asset Management Services at Davey Resource Group, Inc (“DRG”).
2. I have more than 16 years of experience in the electric and communications industry. This experience has focused on providing data collection services in the joint use, pole attachment, and pole ownership related areas. I have presented nationally on these topics, including as chair of nationally recognized joint use and utility conferences.
3. I make this declaration in support of Metropolitan Edison Company, Pennsylvania Electric Company, and Penn Power Company’s (“FirstEnergy”) Answer to the Pole Attachment Complaint in the above-captioned proceeding.
4. DRG was hired by FirstEnergy to perform a field audit of utility poles owned by the Potomac Edison Company, Metropolitan Edison Company, Pennsylvania Electric Company, and Penn Power Company. The audit was conducted from December 2019 to January 2020. The audit was performed under my supervision pursuant to the FirstEnergy Random Pole Sample Project Procedures Manual, attached hereto at Exhibit SC-1.

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I declare under penalty of perjury under the laws of the United States that the foregoing is true and correct to the best of my knowledge.

By: 

Scott Carlin  
Vice President and General Manager-Asset  
Management Services  
Davey Resource Group, Inc.

Dated: January 31, 2020

# **EXHIBIT SC-1**

# FIRSTENERGY RANDOM POLE SAMPLE PROJECT

## Procedures Manual

January 28, 2020



Presented by

Davey Resource Group, Inc.  
A Wholly Owned Subsidiary of The Davey Tree Expert Company  
1500 North Mantua Street  
Kent, Ohio 44240

Contact: Nadine Machunis  
Phone: (401) 378 0386  
E-mail: [nadine.machunis@davey.com](mailto:nadine.machunis@davey.com)  
[www.daveyresourcegroup.com](http://www.daveyresourcegroup.com)

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## Project Points of Contact

The following project teams represent the key contacts on this project for Davey Resource Group, Inc. and FirstEnergy.

### **Davey Resource Group, Inc.**

**Nadine Machunis**

Account Manager

[Nadine.machunis@davey.com](mailto:Nadine.machunis@davey.com)

(401) 378-0386

**Responsibility Overview:** Nadine is the primary point of contact for the FirstEnergy Random Pole Sample Project. She will lead the weekly conference calls, coordinate all project staff, and has ultimate responsibility for decisions on this project. Any questions that FirstEnergy may have can be directed to her.

**John Felten**

Project Manager

[john.felten@davey.com](mailto:john.felten@davey.com)

(919) 438-0321

**Responsibility Overview:** John is responsible for the daily management of production and QA/QC for this project. He will be monitoring this FirstEnergy project daily to primarily ensure all DRG safety programs are followed, in addition to all quality and timeline goals being achieved.

### **FirstEnergy Service Company**

**Stephen F. Schafer**

Manager, Joint Use & Cable Locating  
Energy Delivery - Operations Services

FirstEnergy Service Company

76 South Main Street A-GO-9

Akron, Ohio 44308

[sschafer@firstenergycorp.com](mailto:sschafer@firstenergycorp.com)

(330) 384-3711

**Randy Coleman**

FirstEnergy Service Company

[colemanr@firstenergycorp.com](mailto:colemanr@firstenergycorp.com)>

## Safety

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The DRG team is firmly committed to maintaining a safe and healthy working environment. To achieve this goal, we have implemented a comprehensive Safety and Loss Prevention Program. It is designed to prevent workplace accidents, injuries, and illnesses. This Program is an Industry Best Safety program called “The Road to Zero.”

The Company’s goal is attaining Zero accidents through consistent reduction of accident frequency per 10,000 labor hours. DRG’s Safety and Loss Prevention Program is a commitment to ensuring that all employees understand the key role that they play in achieving these objectives. The primary purpose of the program is to ensure the safety and health of our workers, provide a safe and healthy work environment, and protect property from damage.

To ensure the safety of all personnel that will be performing work on the FirstEnergy project, DRG will additionally define project specific safety requirements that will assist in meeting this goal. These values are something that we strive for our employees to not only maintain on the job, but something that is internalized as part of their daily lives.

Any instance where personnel safety becomes an issue, our HTA (Hard to Access) pole approach will be utilized. In severe cases, FirstEnergy may be requested to provide security or personnel to assist in access.

For personnel in remote locations, the team has implemented the following procedures (these safety protocols are in addition to all standard safety protocols):

- Any personnel entering an area of inconsistent communications will coordinate call in/out times with immediate supervisory personnel.
- Supervisors will clearly identify daily all locations that may require these procedures.
- Supervisors will coordinate with FirstEnergy staff responsible for each local area to understand any specific safety hazards that may be present.
- Any person not contacted within two hours of identified time will be reported to supervisor for an escalated approach.

### Personal Protective Equipment

A key component of preventing incidents is visibility and proper planning. Each employee will be clearly visible and identifiable to the public (**see image at right**). Proper attire is always required after exiting the vehicle. This includes full length pants, boots above the ankle, DRG approved shirt, and proper identification. DRG data technicians will have in his/her possession and wear the following personal protective equipment (PPE):

- **Class III Safety Vest** – While in the field, personnel will wear Class III safety vests any time work is being performed outside of the vehicle. This vest is worn due to the high visibility needed when working in close contact to heavy traffic and approved for use based on ANSI 107-2004.



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- **Hard Hat** – While in the field and outside of the vehicle, personnel will wear Company issued hard hats that meets ANSI Z89.1, 2003, TYPE I, Class “E” & “G” standards.
- **Safety Glasses** – While in the field and outside of the vehicle, personnel will always wear company supplied eye protection. This eye protection meets OSHA standards for eye safety.
- **Field Employee Communications** – All personnel have cell phones and can be contacted where service allows. When an individual enters a known area that has no reliable communication options, we will use a “call in/call out” procedure, meaning each auditor will touch base with their direct superior upon entry and exit from these areas. Cell phone contact lists will be used as the primary tool for contact during emergencies. The Project Manager always has an updated list of these contacts. Each employee will call their direct Supervisor at the end of every workday upon returning from their respective field location as an added safety measure.

### **Safety Tailgates**

DRG supplies all field personnel with monthly Safety Tailgates which are supplemented with additional Asset Management specific tailgates as needed. These tailgates are held weekly with field personnel as part of the ongoing DRG and OSHA safe work practices and training requirements.

### **Job Briefings**

To avoid accidents on the job site, DRG auditors will plan and communicate with one another. Personnel participate in ongoing job briefings in compliance with DRG and OSHA safe work procedure requirements. Ongoing discussions as part of the job briefing:

- Error precursors observed during field visits.
- Practical steps in job completion.
- Potential on the job hazards.
- Action steps to avert the associated on the job hazards.
- Active encouragement of crew members to participate in job briefing.
- Answer all questions thoroughly and be certain that crew members who ask questions understand the answers.

All crewmembers must understand how to complete their part of the job assignment safely. They are not allowed to start a job until supervising personnel are assured this is the case. The term “job briefing” has been introduced in recent years; however, evaluating, planning and communicating have long been part of a DRG coordinator’s responsibilities and daily activities. Job briefing remains one of our primary tools for on the job hazard identification, training and accident prevention.

### **DRG Defensive Driving**

The DRG Defensive Driving Course (DDDC) is a key element of our driver safety education program. The goal of DDDC is to help you to defend yourself on the road, avoid collisions, and adjust driving to unpredictable conditions and, most importantly, how to save your life and lives of others through safe driving. Each driver is trained through the DDDC on a bi-annum basis.

### **First Aid/CPR**

This DRG First Aid Course is designed to provide first aid training specific to the DRG employee. The level of training provided by DRG is intended to meet the requirements set forth by the Occupational Safety and Health Administration (OSHA) and be comparable to standards set by