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April 9, 2026

Via eFile

Matthew Homsher, Secretary
Pennsylvania Public Utility Commission
Commonwealth Keystone Building
400 North Street, 2nd Floor
Harrisburg, PA 17120

Re: Verizon Pennsylvania LLC and Verizon North LLC v. Metropolitan Edison Company, Pennsylvania Electric Company, and Pennsylvania Power Company; Docket No. C-2020-3019347 – Motion to Amend

Dear Secretary Homsher:

Enclosed for filing please find the Motion to Amend Pole Attachment Complaint of Verizon Pennsylvania LLC and Verizon North LLC.

Please do not hesitate to contact me should you have any questions.

Sincerely,

Suzan D. Paiva

Cc via email:

The Honorable John M. Coogan
Certificate of Service (attached)

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Verizon Pennsylvania LLC and	:	
Verizon North LLC	:	
	:	
v.	:	
	:	C-2020-3019347
Metropolitan Edison Company, Pennsylvania	:	
Electric Company and Penn Power Company,	:	
now known as FirstEnergy Pennsylvania	:	
Electric Company	:	

NOTICE TO PLEAD

YOU ARE HEREBY ADVISED THAT, PURSUANT TO 52 PA. CODE § 5.103(c), YOU MAY FILE AN ANSWER TO THE ENCLOSED MOTION TO AMEND WITHIN TWENTY (20) DAYS AFTER THE DATE OF SERVICE. YOUR ANSWER SHOULD BE FILED WITH THE SECRETARY OF THE PENNSYLVANIA PUBLIC UTILITY COMMISSION, P.O. BOX 3265, HARRISBURG, PA 17105-3265. A COPY OF YOUR ANSWER SHOULD ALSO BE SERVED ON THE UNDERSIGNED COUNSEL:

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Counsel for Verizon Pennsylvania LLC and Verizon North LLC

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Verizon Pennsylvania LLC and	:	
Verizon North LLC	:	
	:	
v.	:	
	:	C-2020-3019347
Metropolitan Edison Company, Pennsylvania	:	
Electric Company and Penn Power Company,	:	
now known as FirstEnergy Pennsylvania	:	
Electric Company	:	

**VERIZON’S MOTION TO AMEND
POLE ATTACHMENT COMPLAINT**

Under 52 Pa. Code §§ 1.81, 5.91, 5.92, 5.93, and 5.103(b), and all other authorities cited herein, Verizon Pennsylvania LLC and Verizon North LLC (“Verizon”) move to file the amended pole attachment complaint attached as Exhibit A. In support, Verizon states as follows:

A. Introduction

1. The Pennsylvania Supreme Court has spoken: the Commission must review FirstEnergy’s¹ pole attachment rates using the legal framework formulated by the Court. Verizon’s amended complaint conforms to that mandate. It focuses the remand proceedings on the issues the Court identified and causes no prejudice to FirstEnergy—which has known the nature of this dispute for over six years. Because the Commission’s rules liberally permit amendment, and because amendment serves the interests of justice and efficiency, the Commission should grant this Motion.

2. Verizon’s original complaint properly alleged violations of federal law when filed at the Federal Communications Commission (“FCC”) in 2019. As this Commission correctly

¹ “FirstEnergy” refers to Metropolitan Edison Company, Pennsylvania Electric Company, and Penn Power Company, which are now known as FirstEnergy Pennsylvania Electric Company.

held, the complaint also properly alleged violations of Pennsylvania law when the Commission received the case in 2020 after deciding to adopt the FCC’s pole attachment regulations and resolve pending FCC complaints. Throughout its six-year history, the core dispute has never changed: FirstEnergy’s pole attachment rates are unjust, unreasonable, and discriminatory; must be reduced; and Verizon’s prior overpayments must be refunded. Now that the Pennsylvania Supreme Court has ordered further proceedings and identified the “most salient” authorities for remand,² conforming and streamlining the pleadings makes sense.

3. FirstEnergy will not suffer prejudice from the amendment because it conforms to the Supreme Court’s decision and reflects the issues and arguments the parties have advanced all along under federal and Pennsylvania law. Verizon and Pennsylvania consumers, however, could suffer prejudice without the amendment—FirstEnergy continues to claim, despite precedent holding Verizon’s complaint proper under Pennsylvania law, that Verizon needed to amend its FCC complaint after the FCC transferred it. While the Commission correctly rejected FirstEnergy’s argument earlier in this proceeding, Verizon should not be forced to relitigate the issue; the Commission should not risk unnecessary appellate proceedings about the issue; and the just, reasonable, non-discriminatory rates that are central to this Commission’s broadband deployment goals should not be further delayed rehashing FirstEnergy’s meritless technical argument. The Commission should grant Verizon’s Motion to Amend.

B. Legal Standard

4. Under the Commission’s rules, “[a]n amendment to a ... pleading may be tendered for filing at any time.” 52 Pa. Code § 1.81(a). Leave is required only if filed “within 5 days preceding the commencement of or during a hearing.” 52 Pa. Code § 5.91(c). The hearing

² *FirstEnergy Pa. Elec. Co. v. Pa. Pub. Util. Comm’n*, 349 A.3d 165, 175 (Pa. 2026).

in this proceeding is scheduled for August 19 and 20, 2026—more than four months away—so Verizon’s amended complaint is timely and should be accepted.

5. The Commission’s rules also expressly authorize amendments “to cause them to conform to the evidence.” 52 Pa. Code § 5.92(b). This provision, like all the Commission’s administrative procedures, must be “liberally construed.” 52 Pa. Code § 1.2. Such liberal amendment process aligns with Pennsylvania’s goal “to prevent cases from turning on purely technical defects” and “to promote resolution of cases on their merits.” *Biglan v. Biglan*, 479 A.2d 1021, 1025–26 (Pa. Super. 1984) (“Pleadings may be amended at the discretion of the trial court after pleadings are closed, while a motion for judgment on the pleadings is pending, at trial, after judgment, or after an award has been made and an appeal taken therefrom.”) (citations omitted). The only exception arises where amendment would prejudice the adverse party. *Id.* That cannot occur here: FirstEnergy has long known the allegations it faces and has the opportunity to address them through discovery, testimony, evidence, and argument during these remand proceedings.

C. Background

6. Verizon filed its original complaint at the FCC, where pleading rules differ significantly: complaints must include legal arguments and attach supporting testimony and evidence. *See, e.g.*, 47 C.F.R. §§ 1.721–1.722. The complaint cited federal authorities requiring just and reasonable, non-discriminatory rates because, when Verizon filed in November 2019, federal law exclusively governed FirstEnergy’s pole attachment rates. While the case remained at the FCC, FirstEnergy answered Verizon’s complaint, the parties conducted limited discovery, Verizon replied to FirstEnergy’s answer, and the parties submitted a joint statement stipulating to certain facts.

7. In March 2020, the Commission certified to the FCC that it had issued and made effective rules and regulations implementing the Commonwealth’s regulatory authority over pole attachments. The Commission’s regulations expressly incorporate the federal statutory and regulatory authorities cited throughout the FCC record, including in Verizon’s complaint and FirstEnergy’s answer. *See* 52 Pa. Code § 77.4(a). The Commission adopted the federal standards as its own to “uphold the status quo” and “avoid regulatory uncertainty,” while also “reducing the time and resources spent on disputes ... as compared to the FCC.” *Assumption of Comm’n Jurisdiction over Pole Attachments from the FCC*, No. L-2018-3002672, 2019 WL 4345730, at *6–*7 (Pa. PUC Aug. 29, 2019) (“*Final Rulemaking Order*”); *see also id.* at *17 (“[P]arties will apply the same substantive rules in either venue.”).

8. After the Commission provided its certification, the FCC transferred the record of this case—including Verizon’s complaint and FirstEnergy’s answer—to the Commission for resolution. *See Verizon Pa. LLC v. Metropolitan Edison Co.*, 35 FCC Rcd. 2838 (2020); 47 C.F.R. § 1.1405(d) (“Upon receipt of such certification, the Commission shall forward any pending case thereby affected to the state regulatory authority...”).

9. The Commission assigned the case to Deputy Chief Administrative Law Judge Joel H. Cheskis for expedited proceedings within a 270-day deadline set by federal law and the Commission’s regulations. *See* 47 U.S.C. § 224(c)(3)(B); 52 Pa. Code § 77.5(d). Upon receiving the case, and given the restrictions during the early days of the Covid-19 pandemic, Judge Cheskis held an informal, off-the-record conference call with the parties, followed by informal exchanges. *See* Scheduling Order at 2–3 (Apr. 14, 2020). FirstEnergy proposed a procedural framework that proceeded immediately to direct testimony and “confirmed that it [did] not intend to file any further answer to the complaint since the complaint was transferred to

Commission.” *Id.* at 3–4. Judge Cheskis agreed with FirstEnergy’s procedural framework and set a deadline seven days later for Verizon’s direct testimony. *Id.* at 4. The parties then engaged in extensive additional discovery and submitted several rounds of written testimony—all focused on issues with FirstEnergy’s pole attachment rates under federal and Pennsylvania law.

10. FirstEnergy never amended its answer, did not file preliminary objections, and never sought to clarify the pleadings—thereby forfeiting any right to complain about the pleading now. *See, e.g.*, 52 Pa. Code § 5.101; *MacLuckie v. Palmco Energy PA, LLC*, No. C-2014-2402558, 2014 WL 6985668, at *11 (Pa. PUC Dec. 4, 2014). Judge Cheskis rejected FirstEnergy’s belated argument that Verizon should have amended its complaint, holding that (1) the jurisdictional transfer did not require amendment, and (2) the complaint alleges violations of Pennsylvania law because an allegation “that FirstEnergy’s rates violate Section 1.1413 of the FCC’s regulations is an allegation that FirstEnergy is violating a Commission regulation since the Commission adopted the FCC’s regulations.” Recommended Decision at 47 (Sept. 15, 2020).

11. FirstEnergy did not file an exception to Judge Cheskis’s determination that Verizon’s complaint alleged violations of Pennsylvania law and required no amendment. *See* FirstEnergy Exceptions to Recommended Decision (Sept. 22, 2020). In ruling on exceptions to Judge Cheskis’s recommended decision, the Commission noted his resolution of this issue and expressed general agreement with his decision—including his determination of the lawful rate “applicable under the [Public Utility] Code, Commission and FCC regulations” and his conclusion that Verizon is entitled to refunds under the Public Utility Code and Commission regulations of excessive amounts FirstEnergy collected. *Verizon Pa. LLC v. Metropolitan Edison Co.*, No. C-2020-3019347, 2020 WL 7682434, at *13, *21, *41 (Pa. PUC Dec. 18, 2020).

12. The parties have since engaged in appellate proceedings about the lawfulness of FirstEnergy's rates under federal and Pennsylvania law. In September 2023, the Commonwealth Court upheld the Commission's decision without alteration. In January 2026, the Pennsylvania Supreme Court vacated the Commonwealth Court's decision and remanded for further proceedings before the Commission. The Supreme Court found that the Commission erred by giving determinative weight to a presumptive maximum pole attachment rate in the Commission's regulations. The Court identified the "most salient" Pennsylvania legal authorities for the Commission to consider during these remand proceedings. *See FirstEnergy Pa.*, 349 A.3d at 175, 189.

D. The Commission Should Accept Verizon's Amended Complaint.

13. Although an amended complaint is not required to remedy FirstEnergy's unlawful rates under Pennsylvania law, one is now warranted to clarify the record, simplify the pleadings, and focus the remand proceedings on the issues the Supreme Court identified. *See, e.g.*, 52 Pa. Code § 1.81(a) (authorizing amendment "at any time"); 52 Pa. Code § 5.92(b) (authorizing amendments "to cause them to conform to the evidence"); *Biglan*, 479 A.2d at 1025–26 ("The fundamental purpose of this rule is to prevent cases from turning on purely technical defects.") (citations omitted).

14. FirstEnergy cannot claim prejudice from Verizon's amended complaint because it conforms to the Supreme Court's decision and is consistent with the parties' evidence and arguments to date. This case has always challenged the rates FirstEnergy charges Verizon for use of excess space on FirstEnergy's utility poles as unjust, unreasonable, and discriminatory—overcompensating FirstEnergy and disadvantaging Verizon compared to its competitors using space on the same poles. The amended complaint carries forward these same factual allegations and seeks the same relief: an order invalidating FirstEnergy's unjust, unreasonable, and

discriminatory pole attachment rates; setting the lawful rate for Verizon’s use of excess space on FirstEnergy’s poles; and requiring FirstEnergy to refund to Verizon the excessive amounts collected, with interest. And, because this case has always been about the lawfulness of FirstEnergy’s rates under federal and Pennsylvania law, Verizon’s amended complaint does not broaden the issues. But even if it did, amendment is permitted because FirstEnergy has notice of the amendment and ample time to address it. *See* 52 Pa. Code. § 5.92(e).³

15. FirstEnergy also cannot claim prejudice at this early stage of remand proceedings because it has ample opportunity to take discovery and present supplemental testimony addressing the amended complaint. Under the Scheduling Order, FirstEnergy’s written testimony is due July 17, 2026, and the hearing is scheduled for August 19 and 20, 2026. Because the amended complaint conforms to the Supreme Court’s decision and better reflects the Commission’s pleading conventions—rather than the FCC’s evidentiary-based pleading practices—it should enable the parties and the Commission to better calibrate the scope of permissible discovery on remand and focus the proceedings on the issues the Court identified.

16. Denying the amendment, on the other hand, risks prejudicing Verizon and the public interest if FirstEnergy continues to argue—as it did at the March 17, 2026 Prehearing Conference—that Verizon should have amended its FCC complaint after the FCC transferred it. While Judge Cheskis and the Commission correctly rejected FirstEnergy’s argument before, Verizon should not be forced to relitigate the issue. Nor should this Commission risk an appellate

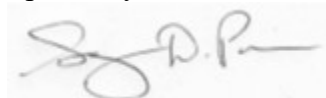
³ FirstEnergy misleadingly argued in its Main Brief that “the Commission has specifically declined to permit amendments that ‘have the effect of broadening the issues in the proceeding by providing an additional regulatory provision upon which the Commission could find a violation.’” FirstEnergy Main Brief at 40 (July 28, 2020) (quoting *Pa. Pub. Util. Comm’n v. Charles H. Edwards, Jr.*, Docket No. C-2016-2537014, 2018 WL 865297, at *11 (Pa. PUC Feb. 8, 2018)). But the amendment was denied in *Edwards* because there was no notice—not because it broadened the issues. *Edwards*, 2018 WL 865297, at *11.

court finding otherwise. The Commission asserted jurisdiction over pole attachment rates, including this pending case, because just, reasonable, and nondiscriminatory pole attachment rates are essential to “assist in spurring investment in, and access to, physical infrastructure used to deliver essential broadband access service to end-user customers.” *Final Rulemaking Order*, 2019 WL 4345730, at *6. There is no reason to risk further delay when the Commission’s rules authorize an amended complaint with the express allegations FirstEnergy seeks.

17. FirstEnergy should have raised this issue when ALJ Cheskis asked for input about how the case should proceed following its transfer in 2020. *See* Scheduling Order at 3. It did not. Instead, FirstEnergy proposed a procedural framework that proceeded straight to testimony on the existing pleadings. *See id.* at 3–4. FirstEnergy did not amend its answer. *Id.* at 3. FirstEnergy did not file preliminary objections under 52 Pa. Code § 5.101, which would have given Verizon the opportunity to respond with an amended complaint. 52 Pa. Code § 5.91(b). As the Commission has recognized, “the proper filing for relief from a nonconforming, insufficient, or legally deficient pleading is a preliminary objection, allowing an opportunity for a pleading to be corrected rather than summarily dismissed.” *MacLuckie*, 2014 WL 6985668, at *11. Given FirstEnergy’s failure to invoke that procedure, denying Verizon’s right to amend now would “work[] a greater denial of [Verizon]’s substantive rights” than FirstEnergy’s. *See id.* at *12.

18. For the foregoing reasons, the Commission should accept for filing the amended pole attachment complaint attached as Exhibit A.

Respectfully submitted,



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Counsel for Verizon Pennsylvania LLC and Verizon North LLC

Dated: April 9, 2026

VERIFICATION

I, Stephen C . Mills, state that I am employed as Principal Engineer, Network Engineering, Verizon, and that as such I am authorized to make this verification on behalf of Verizon Pennsylvania LLC and Verizon North LLC (“Verizon”). I have reviewed the facts set forth above, and verify that they are true and correct to the best of my knowledge, information, and belief and that I expect Verizon Pennsylvania LLC and Verizon North LLC to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Date: April 9, 2026



Stephen C. Mills

EXHIBIT A

**BEFORE THE
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

Verizon Pennsylvania LLC and	:	
Verizon North LLC,	:	
	:	
Complainants	:	
	:	
v.	:	Docket No. C-2020-3019347
	:	
FirstEnergy Pennsylvania Electric Company,	:	
formerly known as Metropolitan Edison	:	
Company, Pennsylvania Electric Company, and	:	
Penn Power Company,	:	
	:	
Respondents	:	

AMENDED POLE ATTACHMENT COMPLAINT

Under 47 U.S.C. § 224(c); 66 Pa. C.S. §§ 332(a), 501, 701, 1301(a), 1304, and 1309; 52 Pa. Code Chp. 77 (including § 77.5); and all other authorities cited herein, Verizon Pennsylvania LLC and Verizon North LLC (“Verizon”) file this amended pole attachment complaint against FirstEnergy Pennsylvania Electric Company, formerly known as Metropolitan Edison Company, Pennsylvania Electric Company, and Penn Power Company (“FirstEnergy”). FirstEnergy has violated federal and Pennsylvania pole attachment laws by charging Verizon unjust, unreasonable, and discriminatory rates for use of excess space on FirstEnergy’s utility poles. Verizon seeks an order from this Commission (1) invalidating FirstEnergy’s unlawful rates, (2) setting a just, reasonable, and nondiscriminatory rate for Verizon’s use of excess space on FirstEnergy’s poles, and (3) ordering FirstEnergy to refund all amounts collected in excess of the lawful rate, with interest, consistent with the applicable statute of limitations. Verizon avers as follows:

I. Introduction

1. FirstEnergy has overcharged Verizon for more than a decade. Since at least 2011, FirstEnergy has demanded rates for pole attachments that far exceed what the law allows—rates that distort competition, drain resources from broadband deployment, and violate both federal and Pennsylvania law. Verizon seeks a Commission order invalidating these unlawful rates, setting a just, reasonable, and nondiscriminatory rate going forward, and requiring FirstEnergy to refund all excessive amounts it collected, with interest, beginning November 20, 2015.

2. From July 12, 2011 until March 18, 2020, federal law governed FirstEnergy’s pole attachment rates. During that period, FirstEnergy violated FCC regulations requiring just, reasonable, and nondiscriminatory rates—a violation this Commission has already found. Since March 18, 2020, Pennsylvania law has governed, and Pennsylvania’s pole attachment regulations expressly adopt federal standards. FirstEnergy’s rates violate state law for the same reasons they violated federal law: they are unjust, unreasonable, and discriminatory. The change in jurisdiction did not create a temporal gap in FirstEnergy’s legal obligation to charge Verizon just, reasonable and non-discriminatory rates—or in FirstEnergy’s liability for failing to do so.

3. Verizon first filed its complaint at the Federal Communications Commission in November 2019. In March 2020, after this Commission certified its authority to resolve pole attachment disputes, the FCC transferred the case here. Deputy Chief Administrative Law Judge Joel H. Cheskis conducted expedited proceedings and, in September 2020, issued a recommended decision finding that FirstEnergy’s rates violate the Commission’s pole attachment regulations. ALJ Cheskis recommended significantly reduced rates and a refund of excessive amounts FirstEnergy collected. In December 2020, the Commission largely adopted the recommended decision, finding that FirstEnergy charged unlawfully high rates and must

reduce them going forward. The Commission also ordered FirstEnergy to refund unlawfully collected rental amounts to Verizon, with interest.

4. Appellate proceedings followed. In September 2023, the Commonwealth Court upheld the Commission’s decision without alteration. In January 2026, the Pennsylvania Supreme Court vacated the Commonwealth Court’s decision and remanded the case for further proceedings. The Supreme Court held that the Commission erred by giving determinative weight to a presumptive maximum pole attachment rate in its regulations and identified the “most salient” Pennsylvania authority for the Commission to consider on remand. *See FirstEnergy Pa. Elec. Co. v. Pa. Pub. Util. Comm’n*, 349 A.3d 165, 175, 189 (Pa. 2026).

5. Verizon files this amended complaint to conform to the Pennsylvania Supreme Court’s decision, to simplify the remand record, and to align with this Commission’s style practices. The amended complaint rests on the factual allegations from Verizon’s original complaint and seeks the same relief: an order invalidating FirstEnergy’s rates, setting the lawful rate for Verizon’s use of excess space on FirstEnergy’s poles, and requiring FirstEnergy to refund the excessive amounts it collected, with interest.

II. Parties and Jurisdiction

6. Verizon Pennsylvania LLC and Verizon North LLC (collectively, “Verizon”) are “providers of telecommunications service” under 52 Pa. Code § 77.4(a) (incorporating 47 U.S.C. § 224). They are incumbent local exchange carriers (“ILECs”) that provide telecommunications and other services in Pennsylvania. They are Delaware limited liability companies with a principal place of business at 900 Race Street, Philadelphia, PA 19107.

7. Verizon is represented by the following counsel in this matter:

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*application for *pro hac vice* pending

8. FirstEnergy Pennsylvania Electric Company, formerly known as Metropolitan Edison Company (“Met-Ed”), Pennsylvania Electric Company (“Penelec”), and Pennsylvania Power Company (“Penn Power”),¹ is a “utility” under 52 Pa. Code § 77.4(a) (incorporating 47 U.S.C. § 224) and a “public utility” under 66 Pa. C.S. §§ 508, 1301, 1304, 1309, and 1312. FirstEnergy is an investor-owned electric utility that owns or controls poles in Pennsylvania used, in whole or in part, for wire communications. On information and belief, FirstEnergy is a Pennsylvania corporation with a principal place of business at 76 South Main Street, Akron, OH 44308. It operates under Pennsylvania Utility Code 1126015 and via Commission Docket No. A-2023-3038771.

9. This Commission has jurisdiction over the rates FirstEnergy charges Verizon under the federal Pole Attachment Act, 47 U.S.C. § 224(c), the Public Utility Code, and the Commission’s pole attachment regulations.

¹ On December 7, 2023, this Commission approved, among other things, the merger of Met-Ed, Penelec, and Penn Power into FirstEnergy Pennsylvania Electric Company with FirstEnergy Pennsylvania Electric Company as the surviving entity. In this amended complaint, “FirstEnergy” refers collectively to FirstEnergy Pennsylvania Electric Company, Met-Ed, Penelec, and Penn Power.

III. FirstEnergy's Unlawful Rates

10. This amended complaint challenges the unjust, unreasonable, and discriminatory rates FirstEnergy demands from Verizon for use of excess space on utility poles FirstEnergy owns and requires for its own services.

11. Verizon is a communications provider providing regulated voice services and actively deploying broadband and other advanced services in Pennsylvania. Verizon's existing services depend on facilities attached to excess space on FirstEnergy's utility poles, and its deployment efforts require access to additional FirstEnergy poles. Verizon also owns utility poles in Pennsylvania to which FirstEnergy has attached its facilities. Poles shared by Verizon and FirstEnergy are called "joint use poles."

12. At issue in this amended complaint are the rates FirstEnergy charges Verizon under ten similar joint use agreements. FirstEnergy entered these agreements with Verizon's predecessor companies between 1958 and 1988 and amended them between 1999 and 2009 to include the pole attachment rates challenged here. Five of the ten agreements are with Met-Ed, four are with Penelec, and one is with Penn Power. The ten joint use agreements are in the record at Verizon Statement 1.0, Exhibit SCM-2.

13. Under the Penelec and Penn Power joint use agreements, each party pays a per-pole rate for use of space on the other party's poles. Under the Met-Ed joint use agreements, Met-Ed charges Verizon an "annual Deficiency Rate rental fee" for so-called "deficiency poles"—the difference between the number of joint use poles Verizon owns (19%) and the higher number Verizon would own if it held 45% of the joint use poles.² Verizon agreed to this

² For comparative purposes, the parties have agreed that Met-Ed's annual Deficiency Rate rental fee can be converted into "reciprocal" per-pole rental rates calculated based on the assumption that both parties charge the same per-pole rental rate for use of the other party's poles.

“deficiency pole” methodology in 2009 amendments because it understood that Met-Ed would sell Verizon poles to reduce the number of “deficiency poles” and thus reduce Verizon’s total annual rental payment. But once the agreements were amended, Met-Ed refused to sell Verizon poles despite Verizon’s repeated requests.

14. These joint use agreement rates—which Verizon challenges in this case—were not reviewed or approved as just, reasonable, or nondiscriminatory by the FCC, the Commission, or any other governmental entity. The rates took effect well over a decade ago and were set without reference to the cost of service or to either party’s pole costs. This is far different from the new telecom rates Verizon seeks in this case, and which the Commission previously adopted as the just, reasonable, non-discriminatory rate for Verizon’s use of FirstEnergy’s poles. New telecom rates are calculated annually using a well-established formula based on the cost of service: they use FirstEnergy’s annually reported costs for owning and maintaining poles and a current rate of return based on FirstEnergy’s cost of debt and cost of equity. They then allocate an appropriate percentage of FirstEnergy’s pole costs to a communications provider based on the amount of pole space it occupies.

15. Much has changed since the joint use agreement rate methodologies took effect, including changes in how FirstEnergy’s pole attachment rates are regulated. In 2011, the FCC (which then had exclusive jurisdiction over FirstEnergy’s pole attachment rates) first regulated the rates investor-owned electric utilities could charge ILECs, including Verizon. The FCC ordered rate reductions to eliminate outdated disparities between the far higher rates ILECs paid and the lower, fully compensatory rates other communications providers paid.³ In 2018, the FCC

³ *In re Implementation of Sec. 224 of the Act A Nat’l. Broadband Plan for Our Future*, Report and Order, 26 FCC Rcd. 5240, 5327–38 (2011) (“2011 Order”).

reinforced this requirement and adopted a presumption entitling ILECs to the same fully compensatory new telecom rate guaranteed to other communications providers.⁴ In 2019, this Commission adopted the FCC’s regulations to enforce them more quickly in Pennsylvania, recognizing the need to promptly “eliminate[] outdated disparities between the pole attachment rates that incumbent local exchange carriers (ILECs) pay compared to other similarly-situated telecommunications attachers.”⁵ In 2020, this Commission’s regulatory authority over pole attachments took effect,⁶ subjecting FirstEnergy’s rates to regulation by this Commission.

16. These regulatory changes have coincided with heightened investment in broadband deployment in Pennsylvania by existing providers, including Verizon, and new entrants. Increased competition further requires a level playing field for pole attachment rates because utility poles are “network elements upon which all broadband deployment relies—essential physical infrastructure used to deliver these services to end-user consumers.”⁷ Increased broadband deployment has also increased the number of communications providers requiring space on FirstEnergy’s poles. Because FirstEnergy’s poles typically have enough excess space to accommodate multiple communications providers, increased deployment by other providers increases FirstEnergy’s rental income from poles to which Verizon is also attached. FirstEnergy has not, however, reduced Verizon’s rental rate to account for the additional rentals FirstEnergy collects from other sources.

⁴ *In re Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment*, Third Report and Order, 33 FCC Rcd 7705, 7767-71 (2018) (“2018 Order”); 47 C.F.R. § 1.1413(b).

⁵ *Assumption of Comm’n Jurisdiction over Pole Attachments from the FCC*, No. L-2018-3002672, 2019 WL 4345730, at *3 (Pa. PUC Aug. 29, 2019) (“Final Rulemaking Order”).

⁶ 52 Pa. Code §§ 77.1–77.7; *States That Have Certified That They Regulate Pole Attachments*, Public Notice, 35 FCC Rcd. 2784 (2020).

⁷ *Final Rulemaking Order*, 2019 WL 4345730, at *1.

17. Since the current rate provisions took effect, FirstEnergy has reduced the rental rates it charges other communications providers, putting Verizon at an even greater competitive disadvantage. For decades, FirstEnergy has been required to charge cable companies a cost-based rate known as the “cable rate,” which fully compensates FirstEnergy for a cable company’s use of excess space on its poles. Until 2011, FirstEnergy could charge competitive communications providers (known as CLECs) a higher “older telecom rate,” but in response to FCC regulations adopted in 2011 and 2015, FirstEnergy reduced the rate it charges these entities from the “old telecom rate” to the “new telecom rate.” The new telecom rate and the cable rate are about the same. Like the cable rate, the new telecom rate is a cost-based rate that fully allocates FirstEnergy’s annual pole costs and fully compensates FirstEnergy for a communications provider’s use of excess pole space. Because the old telecom rate is at least 1.5 times the new telecom rate, this regulatory change provided Verizon’s CLEC competitors received at least a 33% rate reduction. FirstEnergy nonetheless continued to demand that Verizon continue paying rates under the joint use agreements that far exceed both the new and old telecom rates.

18. For over a decade, FirstEnergy has rebuffed Verizon’s repeated requests and efforts to negotiate the just, reasonable, and competitively neutral rate the law requires. Because Verizon’s service depends on more than 300,000 poles FirstEnergy owns in Pennsylvania, and because the joint use agreements contain “evergreen” provisions, FirstEnergy has exploited its bargaining leverage to perpetuate the status quo and refuse rate reductions. Commission action is needed to ensure FirstEnergy complies with the law.

19. From July 12, 2011 until March 18, 2020, federal law governed the pole attachment rates FirstEnergy charged Verizon and required just, reasonable, and

nondiscriminatory rates. FirstEnergy’s rates violated the FCC’s regulations during this period, as this Commission has already found, requiring rate reductions and refunds with interest.⁸

20. Since March 18, 2020, Pennsylvania law has governed the pole attachment rates FirstEnergy charges Verizon. Pennsylvania’s pole attachment regulations expressly adopt federal law: “[t]his chapter adopts the rates, terms and conditions of access to and use of utility poles, ducts, conduits and rights-of-way to the full extent provided for in 47 U.S.C. § 224 and 47 CFR Chapter I, Subchapter A, Part 1, Subpart J (relating to pole attachment complaint procedures), inclusive of future changes as those regulations may be amended.” 52 Pa. Code § 77.4(a).

21. Pennsylvania and federal law prohibit FirstEnergy from charging Verizon unjust and unreasonable pole attachment rates. *See* 66 Pa. C.S. § 1301(a) (quoted in *FirstEnergy Pa.*, 349 A.3d at 176) (“Every rate made, demanded, or received by any public utility, or by any two or more public utilities jointly, shall be just and reasonable, and in conformity with regulations or orders of the commission. . . .”); 47 U.S.C. § 224(b)(1) (incorporated at 52 Pa. Code § 77.4(a)) (“[T]he Commission shall regulate the rates, terms, and conditions for pole attachments to provide that such rates, terms, and conditions are just and reasonable. . . .”).

22. FirstEnergy’s rates are unjust and unreasonable in violation of Pennsylvania and federal law. The challenged rates (1) far exceed the rates in the Commission’s pole attachment regulations, the rates FirstEnergy charges Verizon’s competitors for comparable space on FirstEnergy’s poles, and the rates FirstEnergy charges Verizon for excess pole space under separate agreements; (2) significantly overcompensate FirstEnergy for Verizon’s use of excess space on poles FirstEnergy requires for its own electric service and provide FirstEnergy far more

⁸ *Verizon Pa. LLC v. Metropolitan Edison Co.*, No. C-2020-3019347, 2020 WL 7682434 (Pa. PUC Dec. 18, 2020).

than the cost of service it incurs to lease the excess space to Verizon; (3) inappropriately require Verizon to subsidize costs FirstEnergy incurs to provide electric service; (4) improperly skew the competitive market for broadband services in Pennsylvania by requiring Verizon to incur far greater costs than its competitors to use comparable pole space, which is essential to providing broadband service; and (5) undermine Pennsylvania's and the Commission's broadband deployment goals by overcharging Verizon and diverting funds from its extensive broadband deployment efforts.

23. Pennsylvania and federal law also prohibit FirstEnergy from charging Verizon discriminatory pole attachment rates that advantage another company or disadvantage Verizon. *See* 66 Pa. C.S. § 1304 (quoted in *FirstEnergy Pa.*, 349 A.3d at 176) (“No public utility shall, as to rates, make or grant any unreasonable preference or advantage to any person, corporation, or municipal corporation, or subject any person, corporation, or municipal corporation to any unreasonable prejudice or disadvantage.”); *2018 Order*, 33 FCC Rcd at 7767 (¶ 123) (“[S]imilarly situated attachers should pay similar pole attachment rates for comparable access.”); *2011 Order*, 26 FCC Rcd at 5336 (¶ 217) (“[C]ompetitive neutrality counsels in favor of affording [I]LECs the same rate as the comparable provider. . . .”).

24. FirstEnergy's rates also violate Pennsylvania and federal law because they are discriminatory. The challenged rates (1) unreasonably advantage FirstEnergy and disadvantage Verizon by requiring Verizon to pay far more than the cost of service FirstEnergy incurs to lease excess space on its poles to Verizon, and (2) unreasonably advantage Verizon's competitors and disadvantage Verizon by charging Verizon far more than its competitors pay for comparable space on the same poles. This Commission has already found that Verizon attaches to FirstEnergy's poles under terms and conditions that are in some ways comparable and in other

ways disadvantageous compared with the terms and conditions in FirstEnergy’s agreements with Verizon’s competitors.⁹ FirstEnergy’s insistence that Verizon pay far more than Verizon’s competitors pay for essentially the same thing—excess space on the same poles—is unlawfully discriminatory.

25. The Commission should terminate FirstEnergy’s unlawful rates and set the lawful rate. Under Section 1309(a) of the Public Utility Code, if the Commission finds that FirstEnergy’s existing pole attachment rates are “unjust, unreasonable, or in anywise in violation of any provision of law, the commission shall determine the just and reasonable rates, including maximum or minimum rates, to be thereafter observed and in force.” 66 Pa. C.S. § 1309(a) (quoted in *FirstEnergy Pa.*, 349 A.3d at 177); *see also* 66 Pa. C.S. § 508 (authorizing the Commission to “prescribe . . . just, reasonable, and equitable obligations, terms, and conditions” for a contract when the Commission “determine[s], after reasonable notice and hearing, . . . that any such obligations, terms, or conditions are unjust, unreasonable, inequitable, or otherwise contrary or adverse to the public interest and the general well-being of this Commonwealth”).¹⁰

26. The lawful pole attachment rate for Verizon’s use of excess space on FirstEnergy’s poles should be the same properly calculated new telecom rate the Commission previously set in this case. The new telecom rate is nondiscriminatory because it is the same rate

⁹ *Verizon Pa.*, 2020 WL 7682434, at *25 (“In addition to the well-reasoned analysis by the ALJ, we note that Verizon has set forth sufficient evidence to show that FirstEnergy does not provide Verizon a material net advantage under the JUAs.”); *Verizon Pa. LLC v. Metropolitan Edison Co.*, No. C-2020-3019347, Recommended Decision ¶¶ 16–17 (Sep. 15, 2020) (“The joint use agreements are comparable to First Energy’s license agreements with Verizon’s competitors” in some ways and “disadvantage Verizon as compared to its competitors” in other ways).

¹⁰ *See also* 47 C.F.R. § 1.1407(a)(1)–(2) (incorporated at 52 Pa. Code § 77.4(a)) (“If the Commission determines that the rate, term, or condition complained of is not just and reasonable, it may prescribe a just and reasonable rate, term, or condition and may: (1) Terminate the unjust and/or unreasonable rate, term, or condition; [and] (2) Substitute in the pole attachment agreement the just and reasonable rate, term, or condition established by the Commission. . . .”).

FirstEnergy must charge Verizon’s competitors for comparable space on the same poles. The new telecom rate is also a fully compensatory, cost-based rate that fully allocates FirstEnergy’s pole costs among attachers, including FirstEnergy, and covers the cost of service associated with Verizon’s use of excess space on FirstEnergy’s poles. The new telecom rate also appropriately balances the interests of Verizon’s consumers and FirstEnergy’s consumers by ensuring that neither company must cross-subsidize the other’s operating costs.

27. The Commission should also order FirstEnergy to refund amounts it collected from Verizon in excess of the lawful rate, with interest, for all periods covered by the applicable statute of limitations. Under Section 1312 of the Public Utility Code, “[i]f, in any proceeding involving rates, the commission shall determine that any rate received by a public utility was unjust or unreasonable, or was in violation of any regulation or order of the commission, . . . the commission shall have the power and authority to make an order requiring the public utility to refund the amount of any excess paid by any patron, in consequence of such unlawful collection, within four years prior to the date of the filing of the complaint, together with interest at the legal rate from the date of each such excessive payment.” 66 Pa. C.S. § 1312(a) (quoted in *FirstEnergy Pa.*, 349 A.3d at 172 n.9).¹¹

28. This Commission has already found that a refund is appropriate in this case¹² but concluded that the refund period should begin on November 20, 2019 (the date Verizon filed its

¹¹ See also 47 C.F.R. § 1.1407(a)(3) (incorporated at 52 Pa. Code § 77.4(a)) (“If the Commission determines that the rate, term, or condition complained of is not just and reasonable, it may . . . [o]rder a refund, or payment, if appropriate. The refund or payment will normally be the difference between the amount paid under the unjust and/or unreasonable rate, term, or condition and the amount that would have been paid under the rate, term, or condition established by the Commission, plus interest, consistent with the applicable statute of limitations.”).

¹² *Verizon Pa.*, 2020 WL 7682434, at *42 (“We agree with the decision to direct a refund to Verizon. . . In addition, we direct that the refund include interest.”).

complaint) rather than November 20, 2015 (the date four years prior identified in 66 Pa. C.S. § 1312(a)). The Pennsylvania Supreme Court did not decide the merits of Verizon’s challenge to the Commission’s refund start date, so Verizon preserves its argument that the proper refund period should begin on November 20, 2015.

29. The Commission should promptly correct FirstEnergy’s unlawful rates, set a nondiscriminatory, fully compensatory new telecom rate as the lawful rate for Verizon’s use of excess space on FirstEnergy’s poles, and order a refund of the excessive amounts FirstEnergy has collected from Verizon, with interest. FirstEnergy’s excessive rates unreasonably increase Verizon’s operational costs, distort the competitive market, and divert funds from deploying broadband and other advanced services that benefit Pennsylvania consumers. They are unjust, unreasonable, discriminatory, inequitable, and contrary “to the public interest and the general well-being of this Commonwealth.” *See* 66 Pa. C.S. §§ 508, 1301, 1304; 47 U.S.C. § 224(b)(1) (incorporated at 52 Pa. Code § 77.4(a)).

WHEREFORE, Verizon requests that this Commission:

- (a) invalidate FirstEnergy’s unlawfully excessive rates,
- (b) set the lawful rate for Verizon’s use of excess space on FirstEnergy’s poles,
- (c) order FirstEnergy to refund to Verizon all amounts collected in excess of the lawful rate, with interest, consistent with the applicable statute of limitations, and
- (d) grant any other relief the Commission deems just and appropriate.

Respectfully submitted,



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Counsel for Verizon Pennsylvania LLC and Verizon North LLC

Dated: April 9, 2026

VERIFICATION

I, Stephen C. Mills, state that I am employed as Principal Engineer, Network Engineering, Verizon, and that as such I am authorized to make this verification on behalf of Verizon Pennsylvania LLC and Verizon North LLC (“Verizon”). I have reviewed the facts set forth above, and verify that they are true and correct to the best of my knowledge, information and belief and that I expect Verizon Pennsylvania LLC and Verizon North LLC to be able to prove the same at a hearing held in this matter. I understand that the statements herein are made subject to the penalties of 18 Pa.C.S. § 4904 (relating to unsworn falsification to authorities).

Date: April 9, 2026



Stephen C. Mills

CERTIFICATE OF SERVICE

I, Suzan D. Paiva, hereby certify that I have this day caused to be served a true copy of Verizon's Motion to Amend Pole Attachment Complaint upon the participants listed below in accordance with the requirements of 52 Pa. Code Section 1.54 (related to service by a participant) and 1.55 (related to service upon attorneys).

Dated at Philadelphia, Pennsylvania, this 9th day of April, 2026.

VIA E-MAIL

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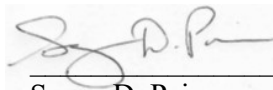
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