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File #: 214162

April 29, 2026

***VIA ELECTRONIC FILING***

Matthew L. Homsher, Secretary  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2nd Floor North  
P.O. Box 3265  
Harrisburg, PA 17105-3265

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

Dear Secretary Homsher:

Enclosed for filing is the Answer of FirstEnergy Pennsylvania Electric Company (“FE PA”) to the Motion of Verizon Pennsylvania LLC and Verizon North LLC (collectively, “Verizon”) to Amend Pole Attachment Complaint in the above-captioned proceeding.

In its Answer, **the Company respectfully requests an expedited ruling on Verizon’s Motion by no later than May 6, 2026.**

Both PROPRIETARY and PUBLIC versions of the Answer are being filed. The PUBLIC version is being filed with the Pennsylvania Public Utility Commission (“Commission”) via eFiling. The PROPRIETARY version is being uploaded to the Commission’s CONFIDENTIAL SharePoint website, as recommended by the Commission’s Secretary’s Bureau.

FE PA requests that the PROPRIETARY version that is being uploaded into the Commission’s CONFIDENTIAL SharePoint be given confidential treatment by the Commission, including its various offices and bureaus. That is, FE PA requests that the PROPRIETARY version be excluded from the Commission’s public document folder and not be disclosed to the public.

Copies of this filing will be provided as indicated on the Certificate of Service.

Matthew L. Homsher, Secretary  
April 29, 2026  
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Respectfully submitted,



Devin Ryan

DR/bfc

Attachment

cc: The Honorable John M. Coogan (*via email; with attachment*)  
Certificate of Service

**CERTIFICATE OF SERVICE**

**(Docket No. C-2020-3019347)**

I hereby certify that a true and correct copy of the foregoing has been served upon the following persons, in the manner indicated, in accordance with the requirements of 52 Pa. Code § 1.54 (relating to service by a participant).

**VIA E-MAIL ONLY**

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Date: April 29, 2026



Devin T. Ryan

**BEFORE THE  
PENNSYLVANIA PUBLIC UTILITY COMMISSION**

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

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**ANSWER OF  
FIRSTENERGY PENNSYLVANIA ELECTRIC COMPANY TO THE  
MOTION OF VERIZON PENNSYLVANIA LLC AND VERIZON NORTH LLC TO  
AMEND POLE ATTACHMENT COMPLAINT**

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**PUBLIC VERSION**

TO ADMINISTRATIVE LAW JUDGE JOHN M. COOGAN:

Pursuant to Sections 5.61 and 5.103(c) of the Pennsylvania Public Utility Commission’s regulations, 52 Pa. Code §§ 5.61, 5.103(c), FirstEnergy Pennsylvania Electric Company (“FE PA” or the “Company”),<sup>1</sup> by and through its attorneys, respectfully files this Answer to the Motion of Verizon Pennsylvania LLC and Verizon North LLC (“Verizon”) to Amend Pole Attachment Complaint in this proceeding.

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<sup>1</sup> On December 7, 2023, the Pennsylvania Public Utility Commission (“Commission”) entered an Order at Docket Nos. A-2023-3038771, et al. approving, among other things, the merger of Metropolitan Edison Company (“Met-Ed”), Pennsylvania Electric Company (“Penelec”), Pennsylvania Power Company (“Penn Power”), and West Penn Power Company (“West Penn”) into FE PA with FE PA as the surviving entity. Therefore, FE PA submits that all references to the three prior respondents in this matter should, instead, be made to FE PA as their successor in interest.

As set forth herein, Verizon’s Motion should be denied. For over six years, Verizon has tried to escape Pennsylvania law’s application to its challenge of the pole rental rates it negotiated with three predecessor entities of FE PA (i.e., Met-Ed, Penelec, and Penn Power). Now, after a unanimous Supreme Court decision in FE PA’s favor<sup>2</sup> and the Federal Communications Commission’s (“FCC”) categorical rejection of Verizon’s attempt to move the case back to the FCC,<sup>3</sup> Verizon requests the Commission allow it to start over from scratch, with brand new claims, arguments and evidence without sacrificing its 2019 Complaint filing date. Specifically, Verizon wants to amend its Complaint to raise new allegations, claims, and requests for relief premised on Pennsylvania law, i.e., Sections 508, 1301, 1304, 1309, and 1312 of the Public Utility Code.<sup>4</sup> Verizon is essentially making a brand new Complaint. These are all new causes of action and theories of relief that Verizon is raising through its proposed Amended Complaint. Verizon’s attempt to shoehorn them into this proceeding under the guise of conforming to the Supreme Court’s decision should be rejected.

If granted, Verizon’s Motion would substantially prejudice FE PA by requiring the Company, which has spent over six years litigating Verizon’s original Complaint, to litigate new causes of action and theories of relief in conjunction with the 2019 Complaint filing. Indeed, it is evident from Verizon’s recent discovery requests,<sup>5</sup> this Motion, and the Amended Complaint that Verizon intends for this remand proceeding to enable Verizon to re-litigate the case and cure the defects with its original litigation strategy. Once again, Verizon disregards Pennsylvania law where it conflicts with Verizon’s desired outcome. Pennsylvania law limits the scope of a remand

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<sup>2</sup> See *FirstEnergy Pa. Elec. Co. v. Pa. PUC*, 349 A.3d 165 (Pa. 2026).

<sup>3</sup> See *In the Matter of Verizon Pa. LLC & Verizon North LLC v. Metro. Edison Co., Pa. Elec. Co., & Penn Power Co.*, Proceeding No. 26-44, 2026 FCC LEXIS 530 (FCC Mar. 11, 2026).

<sup>4</sup> See Amended Complaint, pp. 1, 4, 9-13.

<sup>5</sup> See **Appendix A** (Verizon to FE PA Set IV).

proceeding. That law protects the rights of litigants. This is not a “catch-22” as posited by Verizon’s counsel at the prehearing conference.<sup>6</sup> Rather, FE PA is simply protecting itself from substantial prejudice and holding Verizon to account for its failure to litigate the original Complaint under well-established Pennsylvania law.

Lastly, **FE PA respectfully requests an expedited ruling on Verizon’s Motion by no later than May 6, 2026.** The parties are actively engaged in discovery, and Verizon’s supplemental direct testimony is due by May 18, 2026. However, if Verizon’s Motion is granted in full or in part, the Commission will need to serve Verizon’s Amended Complaint on FE PA,<sup>7</sup> which will then trigger the 20-day deadline for FE PA to file responsive pleadings.<sup>8</sup> Because Verizon’s Motion raises threshold questions about the scope of the instant proceeding, an expedited ruling on the Motion is necessary to ensure that the parties’ and the Commission’s time and resources are not unduly expended on discovery and litigation over allegations, claims, and requests for relief that are outside the scope of this remand proceeding. Moreover, although FE PA maintains that the 270-day deadline for the Commission to take “final action” has already been satisfied, an expedited ruling would keep the existing litigation schedule intact and mitigate the risk that Verizon, once again, tries to move the case back to the FCC and avoid the application of Pennsylvania law.

For these reasons, and as more fully set forth herein, FE PA respectfully requests that Administrative Law Judge John M. Coogan (“ALJ”) deny Verizon’s Motion by May 6, 2026.

In support thereof, FE PA responds to Verizon’s Motion as follows:

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<sup>6</sup> Tr. 26.

<sup>7</sup> See 66 Pa.C.S. § 702; 52 Pa. Code § 5.21(c); see, e.g., *Day v. Duquesne Light Co.*, 2024 Pa. PUC LEXIS 278, at \*5 n.7 (Order entered Sept. 12, 2024) (noting the service of the Amended Complaint on the utility by Secretarial Letter on February 22, 2019, after it was filed on February 21, 2029).

<sup>8</sup> See 52 Pa. Code § 5.61(a), 5.62, 5.65(a), 5.101(d).

## **I. INTRODUCTION AND BACKGROUND**

### **A. PROCEDURAL HISTORY**

1. FE PA incorporates by reference the Procedural History set forth in its Prehearing Conference Memorandum filed on March 13, 2026.

2. In addition, FE PA notes the following:

3. The prehearing conference was held as scheduled on March 17, 2026.

4. On March 18, 2026, FE PA filed a Notice of Entry of Appearance for Jessica W. Rhea, Esquire, as additional counsel for FE PA.

5. On March 23, 2026, the Commission issued an In-Person Hearing Notice scheduling in-person evidentiary hearings for August 19-20, 2026. Also on March 23, 2026, the ALJ issued the Scheduling Order.

6. On April 2, 2026, Verizon filed three separate Motions for Admission Pro Hac Vice.

7. On April 9, 2026, Verizon filed its Motion to Amend Pole Attachment Complaint.

8. On April 24, 2026, the ALJ issued an Order Granting Motions for Admission Pro Hac Vice.

### **B. LEGAL STANDARDS**

9. Section 5.91 of the Commission's regulations governs the amendment of pleadings generally. *See* 52 Pa. Code § 5.91.

10. Section 5.91(c) states that “[e]xcept as otherwise provided in this subchapter, no amendment to a pleading may be filed within 5 days preceding the commencement of or during a hearing unless directed or permitted by the Commission or the presiding officer after opportunity for all parties to be heard thereon.” *Id.* § 5.91(c).

11. Amendments to conform to evidence or issues introduced during a hearing that were not raised by the pleadings are governed by Section 5.92 of the Commission’s regulations. *Id.* § 5.92.

12. Under Section 5.93 of the Commission’s regulations, “[t]he Commission may at any time, or during a hearing, presiding officers may on their own motion or the motion of a party, direct parties to state their case by way of amendment more fully or in more detail.” 52 Pa. Code § 5.93.

13. In proceedings on remand, regulations and rules permitting the amendment of pleadings “cannot be read or interpreted in a vacuum” due to the restrictions set forth in Pa.R.A.P. 2591. *Commonwealth v. Sepulveda*, 144 A.3d 1270, 1279 (Pa. 2016).

14. Pa.R.A.P. 2591(a) requires the Commission to “proceed in accordance with the judgment or other order of the appellate court.”

15. Therefore, no amendment of pleadings is permitted “unless such amendment is expressly authorized in the remand order.” *Sepulveda*, 144 A.3d at 1280.

16. Additionally, as the Supreme Court of Pennsylvania has declared:

Indeed, it has long been the law in Pennsylvania that following remand, a lower court is permitted to proceed only in accordance with the remand order. *See, e.g., Quaker State Oil Ref. Co. v. Talbot*, 322 Pa. 155, 185 A. 586, 588 (Pa. 1936); *see also Levy v. Senate of Pa.*, 94 A.3d 436, 442 (Pa. Commw. 2014) (recognizing “[w]here a case is remanded for a specific and limited purpose, issues not encompassed within the remand order may not be decided on remand,” as “[a] remand does not permit a litigant a proverbial second bite at the apple”) (internal citations and quotation marks omitted), *appeal denied*, 630 Pa. 738, 106 A.3d 727 (Pa. 2014).

*Id.* at 1280 n.19.

## **II. ANSWER TO VERIZON'S MOTION**

17. Verizon's Motion should be denied because it contravenes well-established law, would substantially prejudice FE PA, and is premised on inapplicable legal authorities.

### **A. VERIZON UNLAWFULLY ATTEMPTS TO RAISE NEW ALLEGATIONS, CLAIMS, AND REQUESTS FOR RELIEF THROUGH ITS MOTION**

18. Verizon fails to realize that the question raised by the Motion is not simply whether Verizon was required to amend its Complaint after the Complaint transfer to the Commission.

19. Although Verizon should have done so (as FE PA maintained previously in this proceeding), the question presented here is whether Verizon should be granted leave to amend its Complaint on remand from the Supreme Court of Pennsylvania.

20. Verizon should not be granted such leave.

21. In its proposed Amended Complaint, Verizon raises alleged violations of Sections 1301 and 1304 of the Public Utility Code and invokes Sections 508, 1309, and 1312 of the Public Utility Code as authority for its requested relief.

22. At no point in its original Complaint, direct testimony, or Main Brief did Verizon cite these statutes, let alone raise alleged violations and requested relief premised specifically upon them.

23. Accordingly, these alleged violations of Sections 1301 and 1304 of the Public Utility Code and invocation of Sections 508, 1309, and 1312 for the requested relief are new causes of action, as they are based "on a different legal theory, basis for recovery or relationship between the parties." *PennDOT v. Pa. Indus. For the Blind & Handicapped*, 886 A.2d 706, 715 (Pa. Cmwlth. 2005) (citation omitted).

24. These new allegations, claims, and requests for relief do not merely amplify what has already been averred in the original Complaint, as they rely on different legal theories and

bases for recovery and implicate different legal standards and defenses. *See id.*; *Saracina v. Cotoia*, 208 A.2d 764, 767 (Pa. 1965) (citations omitted).

25. Under longstanding Pennsylvania law, “[a]fter the statute of limitations has run a plaintiff cannot by amendment shift his ground of complaint, introduce a new cause of action, cure a fatal defect in the pleadings, change his cause from a common law to a statutory proceeding, or deprive the defendant of any valuable right.” *Hartley v. Pa. R. Co.*, 179 A. 440, 441 (Pa. 1935) (quotation omitted) (citations omitted); *see, e.g., Wilson v. Howard Johnson Restaurant*, 219 A.2d 676, 679 (Pa. 1966) (“An amendment introducing a new cause of action will not be permitted after the Statute of Limitations has run in favor of a defendant.”) (quotation omitted) (citations omitted).

26. The Supreme Court also has held that a trial court “exceed[s] the scope of [its] remand order and the scope of its authority” when it permits a party to amend its “otherwise finally decided” pleading “with new, previously unraised claims.” *Commonwealth v. Sepulveda*, 144 A.3d 1270, 1280-81 (Pa. 2016).

27. Pa.R.A.P. 2591(a) requires the Commission to “proceed in accordance with the judgment or other order of the appellate court”<sup>9</sup>; therefore, the regulations and rules permitting the amendment of pleadings “cannot be read or interpreted in a vacuum” due to the restrictions set forth in Pa.R.A.P. 2591. *Commonwealth v. Sepulveda*, 144 A.3d 1270, 1279 (Pa. 2016).

28. In fact, no amendment of pleadings is permitted “unless such amendment is expressly authorized in the remand order.” *Sepulveda*, 144 A.3d at 1280.

29. Here, Verizon has no express authorization to amend its Complaint under the Supreme Court’s decision, and its attempt to introduce new allegations, claims, and requests for relief would exceed the scope of the remand order.

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<sup>9</sup> Pa.R.A.P. 2591(a).

30. Indeed, this remand proceeding has a very limited scope.

31. As directed by the Supreme Court of Pennsylvania, the Commission must: (1) correctly apply the presumption that the existing pole attachment rates are just and reasonable and place the “very heavy burden” on Verizon to prove that the existing pole attachment rates are no longer just and reasonable; (2) conduct a “real analysis” on “the effects on FirstEnergy’s customers” resulting from Verizon’s requested relief; and (3) determine “whether any cost savings for Verizon would be passed along to its customers or merely enrich Verizon shareholders.” *FirstEnergy Pa. Elec. Co. v. Pa. PUC*, 349 A.3d 165, 178, 189 (Pa. 2026).

32. This remand proceeding is not an opportunity for Verizon to amend its originally-filed Complaint, cure the fatal defects with its original Complaint, and rehabilitate its case.<sup>10</sup>

33. Therefore, while Verizon may have had permission to amend its Complaint under Chapter 5 of the Commission’s regulations and raise new allegations, claims, and requests for relief when the matter was initially before the Commission,<sup>11</sup> Verizon cannot now, on remand over six years later, amend its Complaint to do so.

**B. FE PA DID NOT WAIVE ITS RIGHT TO CHALLENGE VERIZON’S AMENDMENT OF ITS COMPLAINT**

34. FE PA also did not waive its right to challenge Verizon’s Motion to amend the Complaint, as alleged by Verizon. *See* Motion, pp. 4-5, 8.

35. According to Verizon, FE PA has waived its right to challenge the amendment of its Complaint because: (a) the Company did not argue in its Exceptions or on appeal that Verizon should have amended its Complaint after the case was transferred from the FCC to the

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<sup>10</sup> FE PA notes that because the Supreme Court remanded for “further proceedings,”<sup>10</sup> the Commission can rule based on the existing evidentiary record and can but is not required to “conduct additional hearings and receive supplementary evidentiary submissions.” *Sugarhouse HSP Gaming, L.P. v. Pa. Gaming Control Bd.*, 162 A.3d 353, 371-72 (Pa. 2017).

<sup>11</sup> *See, e.g.*, 52 Pa. Code § 5.91.

Commission; and (b) FE PA did not file an Amended Answer or a Preliminary Objection to the original Complaint. *See id.*

36. These arguments should be rejected.

37. Although FE PA rightly argued in the initial litigation that Verizon should have amended its Complaint after the case was transferred from the FCC,<sup>12</sup> that is, once again, not the issue raised by Verizon's Motion.

38. Rather, the issue is whether Verizon can amend its Complaint on remand from the Supreme Court of Pennsylvania.

39. Here, it is axiomatic that FE PA could not have waived a challenge to Verizon's Motion because this is the first time that Verizon has sought to amend its Complaint so that it can raise allegations, claims, and requests for relief based specifically on Sections 508, 1301, 1304, 1309, and 1312 of the Public Utility Code.

40. In addition, Verizon's claim that FE PA should have filed a Preliminary Objection to Verizon's original Complaint is inherently flawed.

41. The original Complaint and the Answer thereto were filed months before the transfer of the case to the Commission.

42. Under Section 5.101(d), Preliminary Objections can only be filed "within the same 20 days provided for in § 5.61 . . . ." 52 Pa. Code § 5.101(d).

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<sup>12</sup> *See Verizon Pa. LLC & Verizon North LLC v. Metro. Edison Co., Pa. Elec. Co. & Penn Power Co.*, p. 28 (Recommended Decision issued Sept. 15, 2020). The Company also observes that Administrative Law Judge Joel H. Cheskis ("ALJ Cheskis") only stated, as noted by Verizon in its Motion, that Verizon's claim 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." Motion, p. 5 (emphasis added) (quoting the September 15, 2020 Recommended Decision). Even under ALJ Cheskis's finding, Verizon was not lodging a claim that FE PA's rates violated the statutory claims that Verizon now wants to pursue through its Amended Complaint.

43. That 20-day timeframe was well-expired by the time the Commission had jurisdiction over the case, as Verizon's Complaint was filed on November 20, 2019, and the case was transferred to the Commission on March 23, 2020.<sup>13</sup>

44. Unless and until Verizon filed an Amended Complaint, the Company could not have filed a Preliminary Objection.

45. Therefore, the Commission should reject Verizon's claim that FE PA waived its claim that Verizon is prohibited from amending its Complaint on remand in this proceeding.

**C. VERIZON'S MOTION RELIES UPON INAPPLICABLE AND DISTINGUISHABLE LEGAL AUTHORITIES**

46. Verizon's Motion should be denied because it relies on legal authorities that do not apply and are readily distinguishable.

47. First, in its Motion, Verizon repeatedly relies on the Commission's regulations governing the amendment of pleadings and asserts that such regulations should be "liberally construed" to permit Verizon's amendment of the Complaint. Motion, pp. 1, 3.

48. However, Verizon fails to recognize that because this case is on remand, the Commission's regulations and rules permitting the amendment of pleadings "cannot be read or interpreted in a vacuum" due to the restrictions set forth in Pa.R.A.P. 2591. *Commonwealth v. Sepulveda*, 144 A.3d 1270, 1279 (Pa. 2016).

49. When read in concert with Pa.R.A.P. 2591 and the Supreme Court's decision directing the remand in this proceeding, Verizon is not authorized to amend its Complaint to raise these new allegations, claims, and requests for relief.

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<sup>13</sup> *In the Matter of Verizon Pennsylvania LLC and Verizon North LLC v. Metropolitan Edison Company, Pennsylvania Electric Company and Pennsylvania Power Company*, Proceeding Number 19-354; Bureau ID Number EB-19-MD-008 (Order dated Mar. 23, 2020) ("Transfer Order").

50. Second, Verizon errs in relying on Section 5.92 of the Commission's regulations as support. *See* Motion, pp. 1, 3, 6-7.

51. Section 5.92 only applies to amendments to conform to evidence or issues introduced during a hearing that were not raised by the pleadings are governed by Section 5.92 of the Commission's regulations. 52 Pa. Code § 5.92(a)-(e).

52. Here, the only time that Verizon could have invoked Section 5.92 to amend its Complaint would have been during an evidentiary hearing during the initial litigation.

53. Section 5.92 does not authorize a party to amend a pleading after a remand by an appellate court.

54. Nor could Section 5.92 permit Verizon to amend its Complaint during the hearings scheduled for August 19-20, 2026, on remand, because, as noted previously, the amendment of pleadings on remand is constrained by Pa.R.A.P. 2591 and the Supreme Court's decision remanding the matter to the Commission.

55. Third, Verizon incorrectly asserts that Section 5.93 of the Commission's regulations provides support for its requested amendment of the Complaint. *See* Motion, p. 1.

56. Section 5.93 governs "[d]irected amendments" and states, "The Commission may at any time, or during a hearing, presiding officers may on their own motion or the motion of a party, direct parties to state their case by way of amendment more fully or in more detail." 52 Pa. Code § 5.93(a).

57. Neither the Commission nor the ALJ has directed Verizon to state its "case by way of amendment more fully or in more detail." *Id.*

58. Also, FE PA has not filed a Motion asking the Commission or ALJ to direct Verizon to amend its Complaint.

59. To the contrary, FE PA maintains that Verizon’s Motion should be denied.

60. Fourth, as alleged support for its Motion, Verizon relies upon the Commission’s decision in *MacLuckie v. Palmco Energy PA, LLC*, Docket No. C-2014-2402558 (Order entered Dec. 4, 2014) (“*MacLuckie*”). *See* Motion, pp. 5, 8 (citing and quoting *MacLuckie*).

61. That case has no applicability here.

62. That matter involved the Formal Complaint of a *pro se* complainant, William R. MacLuckie, against Palmco Energy PA, LLC (“Palmco”). *See MacLuckie*, pp. 1-2.

63. The presiding officer treated the request for dismissal in Palmco’s “Amended Answer and Motion to Dismiss” to be a Motion for Summary Judgment and, based on that filing, dismissed the Complaint because the Complaint purportedly failed to comport with Section 5.22(a)(5) and (6) of the Commission’s regulations. *See id.*, pp. 10-11.

64. The Commission, after recognizing that Mr. MacLuckie was *pro se* and should be given “leeway, within the confines of due process, in pursuing complaints,” determined that Palmco should have filed preliminary objections instead of seeking summary relief because: (a) “a grant of summary judgment directly puts Mr. MacLuckie out of court”; and (b) “were Palmco to file a preliminary objection with adequate support, Mr. MacLuckie would be advised how and why his absence of a specific claim for relief inhibits Palmco’s ability to prepare its defense and would have an opportunity to cure any deficiency.” *Id.*, pp. 17-19.

65. Palmco also had facial defects with its “Amended Answer and Motion to Dismiss” because: (a) there was no notice to plead; and (b) the Commission’s regulations “do not provide for the filing of a Motion to Dismiss.” *Id.*, p. 17.

66. Here, unlike in *MacLuckie*, Verizon is represented by counsel, its Complaint has not been summarily dismissed, and the instant proceeding is on remand from the Supreme Court.

67. Verizon was more than capable of recognizing the defects in its original Complaint and seeking amendment during the initial litigation, particularly after FE PA raised these issues during that phase of the proceeding.

68. Thus, the *MacLuckie* decision has no bearing on the issues to be decided here.

**D. FE PA WOULD BE SIGNIFICANTLY PREJUDICED IF THE MOTION WERE GRANTED**

69. Verizon erroneously contends that FE PA would not be prejudiced if Verizon's Motion were granted. *See* Motion, pp. 1-3, 6-7.

70. The Company was forced to litigate Verizon's claims in its original Complaint exhaustively before the Commission and on appeal before the Commonwealth Court and Supreme Court.

71. Only now, after over six years, a unanimous Supreme Court ruling against Verizon,<sup>14</sup> and a complete rejection by the FCC to retake jurisdiction over its case,<sup>15</sup> does Verizon attempt to amend its Complaint to raise these new allegations, claims, and requests for relief.

72. FE PA has already been prejudiced through the significant time and resources the Company has devoted to the case.

73. Verizon, however, has benefited unfairly from its actions and would continue to do so if its Motion were granted.

74. In fact, Verizon has not made any rental payments to FE PA since the inception of this case and currently owes FE PA **[BEGIN CONFIDENTIAL]** [REDACTED] **[END CONFIDENTIAL]** regardless of the outcome of this case.

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<sup>14</sup> *See FirstEnergy Pa. Elec. Co. v. Pa. PUC*, 349 A.3d 165 (Pa. 2026).

<sup>15</sup> *See In the Matter of Verizon Pa. LLC & Verizon North LLC v. Metro. Edison Co., Pa. Elec. Co., & Penn Power Co.*, Proceeding No. 26-44, 2026 FCC LEXIS 530 (FCC Mar. 11, 2026).

75. The Company will suffer even more prejudice if Verizon is granted leave to amend its Complaints to include these additional allegations, claims, and requests for relief, all of which could and should have been raised by Verizon in the initial litigation.

76. Also, the sheer passage of time, during which witnesses have become unavailable, memories may have faded, or records that were not subject to a litigation hold have not been retained, constitutes substantial prejudice.

77. The substantial prejudice caused by Verizon's actions are not simply cured by placing the Company on "notice," as alleged by Verizon.

78. This is a remand proceeding, and the time that FE PA should have received "notice" of these new allegations, claims, and requests for relief—i.e., the initial litigation—passed six years ago.

79. To permit Verizon to amend at this extremely late stage of the proceeding negates the Pennsylvania Supreme Court decision and all the efforts of the last six years.

80. For all these reasons, FE PA respectfully submits that Verizon's Motion should be denied.

### **III. RESERVATION OF RIGHTS**

81. As noted previously, Verizon's Motion is severely flawed and should be denied.

82. Notwithstanding, if Verizon's Motion were granted in full or in part, FE PA reserves its rights to file responsive pleadings to the Amended Complaint within 20 days of service by the Commission of the Amended Complaint.<sup>16</sup>

83. FE PA also reserves all rights to raise any and all such arguments and affirmative defenses the Company deems necessary in those responsive pleadings.

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<sup>16</sup> See notes 18 and 19, *infra*.

#### IV. REQUEST FOR EXPEDITED RULING

84. FE PA respectfully requests an expedited ruling on Verizon's Motion by no later than May 6, 2026.

85. The parties are actively engaged in discovery,<sup>17</sup> and Verizon's supplemental direct testimony is due by May 18, 2026.

86. If Verizon's Motion is granted in full or in part, the Commission will need to serve Verizon's Amended Complaint on FE PA,<sup>18</sup> which will then trigger the 20-day deadline for FE PA to file responsive pleadings.<sup>19</sup>

87. Given that Verizon's Motion raises threshold questions about the scope of the instant proceeding, an expedited ruling will ensure that the parties' and the Commission's time and resources are not unduly expended on discovery and litigation over allegations, claims, and requests for relief that are outside the scope of this remand proceeding.

88. Also, as the FCC correctly held,<sup>20</sup> the Commission already satisfied its obligation to render a "final action consisting of an order no later than 270 days from filing of the formal complaint." 52 Pa. Code § 77.5(d).

89. Therefore, to the extent that Verizon is granted leave to amend its Complaint, the granting of such leave should not disturb that finding.

90. However, FE PA expects that Verizon may still argue that the 270-day deadline applies to this remand proceeding.

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<sup>17</sup> As noted previously, Verizon's discovery requests show that Verizon wants to use this limited remand proceeding to re-litigate the case and cure the defects with its original litigation strategy. See **Appendix A** (Verizon to FE PA Set IV).

<sup>18</sup> See 66 Pa.C.S. § 702; 52 Pa. Code § 5.21(c); see, e.g., *Day v. Duquesne Light Co.*, 2024 Pa. PUC LEXIS 278, at \*5 n.7 (Order entered Sept. 12, 2024) (noting the service of the Amended Complaint on the utility by Secretarial Letter on February 22, 2019, after it was filed on February 21, 2029).

<sup>19</sup> See 52 Pa. Code § 5.61(a), 5.62, 5.65(a), 5.101(d).

<sup>20</sup> See *In the Matter of Verizon Pa. LLC & Verizon North LLC v. Metro. Edison Co., Pa. Elec. Co., & Penn Power Co.*, Proceeding No. 26-44, 2026 FCC LEXIS 530, at \*5-11 (FCC Mar. 11, 2026).

91. Thus, if Verizon were to successfully argue that filing of the Amended Complaint re-triggers the application of the deadline for “final action” under Section 77.5(d) of the Commission’s regulations, which it should not, an expedited ruling on the Motion would help keep the current litigation schedule intact and enable the Commission to render a final action on remand within 270 days of the date that the Amended Complaint is deemed filed,<sup>21</sup> thereby preventing Verizon from once again seeking to have the case transferred to the FCC.

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<sup>21</sup> In that scenario, the 270-day deadline should be measured from the date that the Amended Complaint is deemed filed with the Commission, not from the date of the remand or the filing of Verizon’s Motion.

V. **CONCLUSION**

WHEREFORE, FirstEnergy Pennsylvania Electric Company respectfully requests that the Motion of Verizon Pennsylvania LLC and Verizon North LLC to Amend Pole Attachment Complaint be denied through an **expedited ruling by no later than May 6, 2026.**

Respectfully submitted,



Tori L. Giesler (ID # 207742)  
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Dated: April 29, 2026

*Counsel for FirstEnergy Pennsylvania Electric Company,  
f/k/a Metropolitan Edison Company, Pennsylvania Electric  
Company, and Pennsylvania Power Company*

# **Appendix A**

## **Verizon to FE PA Set IV**



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Philadelphia, PA 19107

Suzan DeBusk Paiva  
Associate General Counsel  
Suzan.d.paiva@verizon.com  
(267) 768-6184

April 15, 2026

**Via eFile**

Garrett Lent  
Pennsylvania Public Utility Commission  
Commonwealth Keystone Building  
400 North Street, 2<sup>nd</sup> 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**

Dear Mr. Lent:

Enclosed please find Verizon's Fourth Set of Interrogatories and Requests for Production of Documents to Metropolitan Edison Company, Pennsylvania Electric Company and Pennsylvania Power Company (together "FirstEnergy") in the above captioned matter.

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

Sincerely,

Suzan D. Paiva

**Cc via eFiling:**

Secretary Matthew Homsher (Cover Letter and Certificate Only)

**Cc via email:**

The Honorable Joel Cheskis (Cover Letter and Certificate Only)

Certificate of Service (attached)

**CERTIFICATE OF SERVICE**

I, Suzan D. Paiva, hereby certify that I have this day served a true copy of Verizon's Fourth Set of Interrogatories and Requests for Production of Documents 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 15<sup>th</sup> day of April, 2026.

**VIA E-MAIL**

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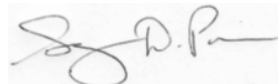
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Attorney for Verizon

**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 FOURTH SET OF INTERROGATORIES AND  
REQUESTS FOR PRODUCTION OF DOCUMENTS TO METROPOLITAN  
EDISON COMPANY, PENNSYLVANIA ELECTRIC COMPANY AND  
PENNSYLVANIA POWER COMPANY**

Pursuant to 66 Pa. C.S. § 333 and 52 Pa. Code § 5.341 *et seq.*, Verizon Pennsylvania LLC and Verizon North LLC (collectively, “Verizon”) issue this Fourth Set of Interrogatories and Requests for Production of Documents (“Requests”) to Defendants Metropolitan Edison Company (“Met-Ed”), Pennsylvania Electric Company (“Penelec”), and Pennsylvania Power Company (“Penn Power”), now known as FirstEnergy Pennsylvania Electric Company (collectively, “FirstEnergy”) and those persons authorized to answer on FirstEnergy’s behalf.

**DEFINITIONS AND INSTRUCTIONS**

Verizon incorporates by reference the definitions and instructions included in Verizon’s Third Set of Interrogatories and Requests for Production of Documents, which were served on FirstEnergy on May 15, 2020, except to the extent that a term is again defined below. The following terms have the following meanings, unless the context requires otherwise:

1. “Field Audit” means any review and/or collection of data regarding FirstEnergy’s utility poles or attachments to such utility poles by FirstEnergy employees and/or a third-party contractor, including any pole inventories, pole audits, pole surveys, and pole samples.

2. “FirstEnergy” means any or all of FirstEnergy Pennsylvania Electric Company, Metropolitan Edison Company, Pennsylvania Electric Company, and Penn Power Company, and any persons associated with those entities, including, but not limited to, each of their current or former parents, subsidiaries, affiliates, officers, directors, independent contractors, agents, servants, attorneys, successors, predecessors, representatives, investigators, experts, employees, ex-employees, consultants, representatives and others who are in possession of, or who may have obtained, information for or on behalf of the above-mentioned persons or entities.

3. “FirstEnergy Pennsylvania” means FirstEnergy Pennsylvania Electric Company.

4. “FirstEnergy Supplemental Witness” means a person who submitted or will submit Supplemental Testimony on behalf of FirstEnergy during the remand phase of this Litigation.

5. “ILEC” means an incumbent local exchange carrier.

6. “Initial Brief” means the document titled “Main Brief of Metropolitan Edison Company, Pennsylvania Electric Company, and Pennsylvania Power Company” that was filed in the Litigation on July 28, 2020.

7. “Litigation” means all proceedings concerning the Pole Attachment Complaint, including all proceedings in FCC Proceeding Number 19-354, Bureau ID Number EB-19-MD-008, all proceedings in Pennsylvania Public Utility Commission Docket No. C-2020-3019347, all proceedings seeking further review of the Commission’s decision before the Pennsylvania Commonwealth Court, all proceedings on appeal from the Commonwealth Court’s decision before the Pennsylvania Supreme Court, and all proceedings on remand.

8. “New Telecom Rate” means the rate that is calculated using the formula at 47 C.F.R. § 1.1406(d)(2) (incorporated at 52 Pa. Code § 77.4(a)), the inputs identified at 47 C.F.R.

§§ 1.1409 and 1.1410 (incorporated at 52 Pa. Code § 77.4(a)), FirstEnergy's current rate of return, and FirstEnergy's year-end pole costs from the immediately preceding year.

9. "Pole Attachment Agreement" means an agreement between FirstEnergy and any entity for use of space on FirstEnergy's poles and includes, without limitations, Joint Use Agreements and License Agreements.

10. "Pole Attachment Complaint" means the Pole Attachment Complaint filed by Verizon on November 20, 2019 in FCC Proceeding Number 19-354, Bureau ID Number EB-19-MD-008 and transferred to the Pennsylvania Public Utility Commission at Docket No. C-2020-3019347, and any amendments thereto.

11. "Supplemental Testimony" means any supplemental testimony and exhibits submitted on behalf of FirstEnergy in Pennsylvania Public Utility Commission Docket No. C-2020-3019347 during the remand phase of this Litigation.

## **INTERROGATORIES AND REQUESTS FOR PRODUCTION OF DOCUMENTS**

1. For each year beginning with 2020 for Met-Ed, Penelec, and Penn Power, and each year beginning with 2024 for FirstEnergy Pennsylvania, provide the New Telecom Rate for a communications provider's use of one foot of space on (a) Met-Ed's poles, (b) Penelec's poles, (c) Penn Power's poles, and (d) FirstEnergy Pennsylvania's poles. In answering this question, provide for each New Telecom Rate FirstEnergy's calculation of the rate and identify all inputs, assumptions, and source data used to calculate the rate, the person(s) who calculated the rate, and the date the rate was calculated. If FirstEnergy has not calculated a New Telecom Rate, provide all inputs and identify all source data required to calculate the rate. Provide all documents concerning all calculations and inputs, including all source data, if they are not publicly available. Separately present the information for poles owned by Met-Ed, Penelec, Penn Power, and FirstEnergy Pennsylvania.

2. For each year beginning with 2020 for Met-Ed, Penelec, and Penn Power, and each year beginning with 2024 for FirstEnergy Pennsylvania, provide:

- (a) the rental or deficiency rate that FirstEnergy contends applies to Verizon's use of FirstEnergy's poles under the Joint Use Agreements and, if different, the rental or deficiency rate that FirstEnergy charged Verizon;
- (b) the number of FirstEnergy poles governed by the Joint Use Agreements that FirstEnergy contends have Verizon facilities attached;
- (c) the number of deficiency poles owned by Met-Ed that FirstEnergy contends are subject to a deficiency rate under the Joint Use Agreements;
- (d) the rental rate that FirstEnergy contends applies to FirstEnergy's use of Verizon's poles under the Joint Use Agreements and, if different, the rental rate reflected in a rental invoice issued by FirstEnergy; and
- (e) the number of Verizon poles governed by the Joint Use Agreements that FirstEnergy contends have FirstEnergy facilities attached.

In answering this question, provide for each rental or deficiency rate FirstEnergy's calculation of the rate and identify all inputs, assumptions, and source data used to calculate the rate, the person(s) who calculated the rate, and the date the rate was calculated. If FirstEnergy has not calculated the rental or deficiency rate that it contends applies to Verizon's use of FirstEnergy's poles and/or the rental rate that FirstEnergy contends applies to FirstEnergy's use of Verizon's poles under the Joint Use Agreements, provide all inputs and identify all source data required to calculate the rate. Provide all documents concerning all rate calculations and inputs, including all source data, if they are not publicly available. Separately present the information for poles owned by Met-Ed, Penelec, Penn Power, and FirstEnergy Pennsylvania.

3. For each year beginning with 2011 for Met-Ed, Penelec, and Penn Power, and with 2024 for FirstEnergy Pennsylvania, state whether FirstEnergy did not charge pole attachment rent to any entity with facilities attached to its poles and/or whether FirstEnergy did not collect the full amount of pole attachment rent it invoiced. In answering this question, if FirstEnergy did not charge pole attachment rent and/or did not collect the full amount of pole attachment rent it invoiced, identify the relevant entity and describe for each such entity:

(a) whether FirstEnergy did not charge pole attachment rent and/or did not collect the full amount of invoiced pole attachment rent; (b) the rental years for which FirstEnergy did not charge pole attachment rent and/or did not collect the full amount of invoiced pole attachment rent; (c) the amount of pole attachment rent FirstEnergy contends that it did not charge and/or did not collect; (d) the reason why FirstEnergy did not charge and/or collect pole attachment rent; (e) how FirstEnergy treated the unbilled or uncollected revenue in a base rate proceeding filed by FirstEnergy under 66 Pa.C.S. § 1308(d), and (f) the docket number for the base rate proceeding. Identify and provide all non-privileged documents concerning FirstEnergy's

treatment of the unbilled or uncollected revenue in a base rate proceeding. Separately present the information for poles owned by Met-Ed, Penelec, Penn Power, and FirstEnergy Pennsylvania, if possible.

4. Identify and provide all non-privileged documents concerning FirstEnergy's view of the potential impact of this Litigation, including the potential impact of the relief sought by this Litigation, on the rates FirstEnergy charges its customers, and all documents concerning or reflecting the position taken by any other entity, including the Bureau of Investigation and Enforcement ("I&E") of the Pennsylvania Public Utility Commission and the Office of Consumer Advocate ("OCA"), concerning the potential impact of this Litigation, including the potential impact of the relief sought by this Litigation, on the rates FirstEnergy charges its customers. Include with your response unredacted copies of all documents related to Pennsylvania Public Utility Commission docket R-2024-3047068 that reference this Litigation, including all filings made and all documents issued, exchanged, or produced by any entity, including FirstEnergy. Separately present the information for poles owned by Met-Ed, Penelec, Penn Power, and FirstEnergy Pennsylvania, if possible.

5. Identify and provide all non-privileged internal communications, memoranda, analyses, reports, documents, and presentations concerning FirstEnergy's assessment, at any time since July 12, 2011, of whether the pole attachment rates charged to Verizon under the Joint Use Agreements were consistent with the New Telecom Rate, the just and reasonable rate standard under 47 U.S.C. § 224(b)(1), the just and reasonable rate standard under the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1301(a), the non-discriminatory rate standard under the Pennsylvania Public Utility Code, 66 Pa. C.S. § 1304, the Pennsylvania Public Utility Commission's pole attachment regulations, 52 Pa. Code §§ 77.1-77.7, the FCC's 2011 *Pole Attachment Order*,

and/or the FCC's 2018 *Third Report and Order*, including any analyses of the financial impact of adjusting those rates.

6. To the extent not previously produced, for each year beginning with 2009 for Met-Ed and Penelec, for each year beginning with 1999 for Penn Power, and for each year beginning with 2024 for FirstEnergy Pennsylvania, identify all entities that had a Pole Attachment Agreement with FirstEnergy and state whether the entity was an ILEC, CLEC, cable company, wireless provider, or other entity. For each entity and each year, describe in detail the pole attachment rent collected from the entity, including whether rent was calculated as a lump sum amount, a net rental amount, a gross rental amount, a deficiency amount, using rental rates, and/or in some other manner. In answering this question, provide (a) the manner for calculating the pole attachment revenue, (b) the rate and/or amount that FirstEnergy charged the entity, (c) the rate and/or amount that FirstEnergy collected from the entity, if different, (d) the number of poles and/or attachments for which pole attachment rent was charged, (e) the total gross rental amount FirstEnergy collected from the entity and, if applicable, (f) the rate and/or amount that applied to FirstEnergy's use of the entity's poles, (g) the number of the entity's poles used by FirstEnergy, and (h) the total net rental amount collected from the entity. Provide all documents concerning FirstEnergy's response to this Request, including all source data and workpapers. Separately present the information for poles owned by Met-Ed, Penelec, Penn Power, and FirstEnergy Pennsylvania.

7. For each year beginning with 2020 for Met-Ed, Penelec, and Penn Power, and each year beginning with 2024 for FirstEnergy Pennsylvania, describe in detail the method or formula FirstEnergy used to calculate the pole attachment rate(s) it charged cable companies and CLECs. For each pole attachment rate charged, provide FirstEnergy's calculation of the rate and

identify all inputs, assumptions, and source data, the person(s) who calculated the rate, and the date the rate was calculated. To the extent that a rate identified in response to this Request differs from the rate identified in response to Request 1 for the same pole owner and same year, describe in detail the reason for the difference. Provide all documents concerning all calculations and inputs, including all source data, if they are not publicly available. Separately present the information for poles owned by Met-Ed, Penelec, Penn Power, and FirstEnergy Pennsylvania.

8. For each year beginning with 2020 for Met-Ed, Penelec, and Penn Power, and each year beginning with 2024 for FirstEnergy Pennsylvania, provide FirstEnergy's state-authorized weighted average cost of capital and/or weighted cost of equity, FirstEnergy's cost of debt, FirstEnergy's cost of equity, and FirstEnergy's capital structure. Identify in your response the formula, calculations, inputs, assumptions, and source data used to determine FirstEnergy's state-authorized weighted average cost of capital and/or weighted cost of equity, FirstEnergy's cost of debt, FirstEnergy's cost of equity, and FirstEnergy's capital structure. Separately present the information for poles owned by Met-Ed, Penelec, Penn Power, and FirstEnergy Pennsylvania.

9. Describe in detail the basis for FirstEnergy's position that "Verizon presented no evidence that the rates it pays exceed cost of service or produce an excessive rate of return." Initial Brief, p. 41. To the extent FirstEnergy contends that FirstEnergy's annual net investment per distribution pole, carrying charge rate, and rate of return for a particular year (as calculated at Verizon Statement 2.0, Exhibit MSC-1 at VZ00059-90) does not evidence FirstEnergy's cost of service and rate of return, describe in detail the basis of FirstEnergy's contention, including all errors FirstEnergy contends exist with Verizon's calculation and all components, inputs, and/or amounts FirstEnergy contends are missing from the calculation.

10. Describe in detail the basis for FirstEnergy’s position that “Verizon has failed to present any evidence on the current cost of equity.” Initial Brief, p. 43. To the extent FirstEnergy contends that FirstEnergy’s cost of equity for a particular year (as set forth at Verizon Statement 2.0, Exhibit MSC-1 at VZ00089-90) does not evidence FirstEnergy’s then-current cost of equity, describe in detail the basis of FirstEnergy’s contention, including all errors FirstEnergy contends exist with the cost of equity set forth at Verizon Statement 2.0, Exhibit MSC-1 at VZ00089-90 and all components, inputs, and/or amounts FirstEnergy contends are missing from such cost of equity.

11. For each year beginning with 2019 for Met-Ed, Penelec, and Penn Power, and each year beginning with 2024 for FirstEnergy Pennsylvania, identify the rate for a communications provider’s use of one foot of space on (a) Met-Ed’s poles, (b) Penelec’s poles, (c) Penn Power’s poles, and (d) FirstEnergy Pennsylvania’s poles using the formula “ $RR = E + ROR(RB)$ ” that is referenced on page 42 of FirstEnergy’s Initial Brief. For each rate, provide FirstEnergy’s calculation of the rate and identify all inputs, assumptions, and source data used to calculate the rate, the person(s) who calculated the rate, and the date the rate was calculated. If FirstEnergy has not calculated a rate using the formula “ $RR = E + ROR(RB)$ ,” identify all inputs and source data required to calculate the rate. Provide all documents concerning the calculations and inputs, including all source data, if they are not publicly available. Separately present the information for poles owned by Met-Ed, Penelec, Penn Power, and FirstEnergy Pennsylvania.

12. To the extent not previously produced, provide FirstEnergy’s Pole Attachment Agreements.

13. State each and every instance since 2009 in which FirstEnergy identified a reduction in pole attachment revenue as a reason for increasing the rates it charges its electric


customers in a base rate proceeding filed by FirstEnergy under 66 Pa.C.S. § 1308(d). Describe in detail each such instance, including (a) the docket number for the base rate proceeding; (b) how much less FirstEnergy collected in annual pole attachment revenue, from whom, and when; (c) when and how much FirstEnergy sought to increase the rates it charges its electric customers on a gross and per-customer basis because of FirstEnergy's collection of less annual pole attachment revenue; and (d) the result of FirstEnergy's request, including whether and, if so, what increase to the rates FirstEnergy charges its electric customers was authorized by the Public Utility Commission and the impact of that increase on a per-customer basis. Identify and provide all documents related to each base rate proceeding that reference FirstEnergy's claim that a reduction in pole attachment revenue is a reason for increasing the rates FirstEnergy charges its electric customers, including all filings made and all documents issued, exchanged, or produced by any entity in the base rate proceeding. Separately present the information for poles owned by Met-Ed, Penelec, Penn Power, and FirstEnergy Pennsylvania, if possible.

14. State each and every instance since 2009 in which FirstEnergy was expressly required by the Public Utility Commission to refund amounts to any entity. Describe in detail each such refund, including (a) the docket number in which the refund was required; (b) how much FirstEnergy was required to refund, why, to, whom, and when; (c) whether, and if so, when and by how much FirstEnergy sought to increase the rates it charges its electric customers on a gross and per-customer basis because of the refund; and (d) whether and, if so, what increase to the rates FirstEnergy charges its electric customers was authorized by the Public Utility Commission and the impact of that increase on a per-customer basis. Identify and provide all filings at the Commission that reference the refund and/or a rate increase authorized by the

Public Utility Commission because of the refund. Separately present the information for poles owned by Met-Ed, Penelec, Penn Power, and FirstEnergy Pennsylvania, if possible.

15. Identify and describe in detail all Field Audits that FirstEnergy has conducted in the Met-Ed, Penelec, Penn Power and/or FirstEnergy Pennsylvania service territories since 2019, including all anticipated Field Audits identified in response to Request 7 of Verizon's Second Set of Interrogatories and Requests for Production of Documents. Provide all documents concerning the Field Audits, including all documents governing the Field Audit, all documents communicating about the Field Audit with entities attached FirstEnergy's poles, all data collected in the Field Audit, the methods used to collect the data, the rules and standards governing the collection of data, and the minimum required accuracy rate of the data collected. Separately present the information for poles owned by Met-Ed, Penelec, Penn Power, and FirstEnergy Pennsylvania, if possible.

16. Identify and provide all documents, workpapers, reports, and analyses FirstEnergy's Supplemental Witnesses consider or rely upon in preparing Supplemental Testimony.



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Counsel for  
Verizon Pennsylvania LLC and  
Verizon North LLC

Dated: April 15, 2026

**VERIFICATION**

I, Deanna DeWitt, Manager Joint Use & Cable Locating of FirstEnergy Service Company, hereby state that the facts above set forth are true and correct to the best of my knowledge, information and belief and that I expect 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 29, 2026

Signed by:  
*Deanna DeWitt*  
F16B8E6DF85041B...  
Deanna DeWitt