

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

ZITO CANTON, LLC,

Complainant,

v.

**PPL ELECTRIC UTILITIES
CORPORATION,**

Respondent.

Proceeding No. 17-284
File No. EB-17-MD-005

To: ENFORCEMENT BUREAU

**RESPONSE OF PPL ELECTRIC UTILITIES CORPORATION
TO POLE ATTACHMENT COMPLAINT
FILED BY ZITO CANTON, LLC**

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SUMMARY

PPL's make-ready process was developed to ensure its standards and codes are followed in an efficient manner. Like the process of other utilities, this process enables PPL to meet FCC make-ready deadline commitments even as electric utility poles have become more and more congested. PPL's survey process and design contractors have increased the consistency, accuracy and speed of data collection, resulting in a more efficient and reliable make-ready design process.

The pole attachment agreement between PPL and Zito requires Zito to be part of the pre-attachment inspection process. Consistent with the agreement, PPL facilitates Zito's participation in the pre-attachment inspection process and PPL in no way prohibits Zito from being part of that process. Unfortunately, Zito has opted not to perform its pre-attachment inspection obligations.

As a result, Zito's claims about what it cannot do because it has been excluded from the pre-attachment application process are meaningless. If Zito were complying with its contract obligation to be part of the pre-attachment inspection process, Zito could determine "which make-ready work is reasonable under the circumstances," "whether it should proceed with the work or re-route its facilities," or "whether there might be solutions that are more efficient and/or cost-effective while still ensuring the safety and integrity of the pole and all of its attachments." If Zito were complying with its contract requirement to be part of the pre-attachment inspection process, Zito could "ensure that poles were not unnecessarily replaced when less costly and more efficient alternative means of accommodating an attachment consistent with governing safety

requirements.” If Zito were complying with its contract requirement to be part of the pre-attachment inspection process, Zito could identify pre-existing safety violations.

Zito’s failure to do what the contract requires and then complain about it is one of many objectionable features of Zito’s Complaint. For example, Zito’s Complaint is otherwise unsubstantiated and incorrect in several other important respects. Zito makes unsubstantiated claims “upon information and belief” that Zito is being improperly charged to correct pre-existing violations on PPL’s poles. Zito fails to substantiate its claim that PPL’s pre-attachment inspection fees are excessive. Zito’s claim that PPL’s make-ready construction charges are excessive is similarly unsubstantiated. Zito therefore fails to establish *prima facie* claims regarding these issues, as required by the rules. Finally, for the 18 months Zito states it has been disputing PPL’s process, Zito never had a copy of the pole attachment agreement and so never even understood what the parties’ respective obligations were with respect to the pre-attachment inspection process.

As explained below, PPL’s pre-attachment inspection process is consistent with the practices of at least seven other utilities, as shown by their attached Declarations. PPL’s process, like the process of these other utilities, is necessary to safely and effectively administer attachment requests, consistent with FCC make-ready deadlines. Like these other utilities, pole loading studies are performed on every pole as a prudent engineering analysis, based on accurate measurements and calculations, to assess the impact of new attachment requests.

None of the information gathered in PPL’s pre-attachment inspection process is used by PPL for either its mapping system or its PaPUC-mandated pole inspection program, and other attachers benefit only by being able to attach to safe and reliable infrastructure.

Zito's assertion that PPL may not charge Zito for PPL's pre-attachment inspection is based on a strained interpretation of the pole attachment agreement that ignores well-known and longstanding FCC rules permitting such recovery.

Zito already understands the pre-attachment inspection and engineering work that is performed on each pole, as evidenced by Zito's description of the process in Zito's Complaint itself. PPL provided even more detailed information to Zito about the tasks performed during its pre-attachment inspection process as part of the FCC-sponsored mediation proceeding.

As for Zito claims that PPL's make-ready construction invoices are insufficient, Zito's Complaint fails even to mention the detailed and pole-specific Make-Ready Summary that Zito receives from PPL. Prior to performing any work, and prior to Zito receiving the invoices totals for make-ready engineering and the projected make-ready construction costs, Zito is provided with a pole-by-pole Make-Ready Summary document that explains the make-ready work that is proposed to be performed (if any) on every pole to which Zito has requested an attachment.

Without citing anything specific, Zito seems to be recommending that PPL engage in certain "less costly construction alternatives" which constitute poor construction practices. And Zito should not be making decisions about engineering contractors, as Zito does not understand electric space design and its corporate objectives are different from PPL's.

Finally, PPL cannot verify without further information the extent to which, if at all, Zito has any federal pole attachment rights to seek FCC resolution of this matter.

TABLE OF CONTENTS

SUMMARY.....	i
I. INTRODUCTION.....	1
II. ARGUMENT	2
A. Due Diligence and Compliance with The Pole Attachment Agreement by Zito Would Resolve Most Issues in Its Complaint.....	2
1. The pole attachment agreement requires both Zito and PPL to be part of the pre-attachment inspection process	4
2. Zito does not perform its pre-attachment inspection as required by the contract	5
3. Zito's suggestions that PPL will not allow Zito to perform any pre-attachment inspection are incorrect	7
4. Zito could identify pre-existing violation concerns by participating in the pre- attachment application process	9
B. Zito Did Not Understand The Mutual Obligation To Perform Pre-Attachment Inspections Because Zito Did Not Have A Copy of The Pole Attachment Agreement.....	11
C. PPL's Pre-Attachment Inspection Process is Consistent with Other Utility Practices and Necessary to Safely and Effectively Administer Attachment Requests	12
1. Zito's claim that PPL's pre-attachment inspection fees are excessive is unsubstantiated	12
2. PPL's survey and engineering process is consistent with the practices of other utilities.....	12
3. The information PPL collects is necessary to safely and efficiently process attachment requests	13
4. Pole loading studies are a necessary component of the attachment process	15
5. PPL does not benefit from the data it collects to accommodate new attachment requests	17
6. Other attachers do not derive a benefit from the pre-attachment survey process	18
7. PPL is entitled to charge for its pre-attachment inspections	18
D. PPL's Invoices and Other Information Supplied to Zito Conform with FCC Rules 	19

E.	PPL’s Make-Ready Construction Charges Are Not Excessive	22
1.	Zito’s claim that PPL’s make-ready construction charges are excessive is unsubstantiated	22
2.	The “less costly construction alternatives” Zito appears to recommend are poor construction practices	23
F.	Zito is not Qualified to Select PPL’s Contractors	25
G.	The Safety And Reliability of PPL’s System Depends on PPL Contractors Being Paid To Perform Their Work	26
H.	PPL Cannot Verify Whether Zito Has Federal Pole Attachment Rights	28
III.	CONCLUSION	29

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PPL Electric Utilities Corporation (“PPL”), by its attorneys, respectfully submits this Response to the Complaint filed in this proceeding by Zito Canton, LLC (“Zito”). In support of its Response, PPL states as follows.

I. INTRODUCTION

PPL works hard to keep its electric distribution systems safe and reliable, which has become more and more difficult with the addition of more and more attaching entities. Like other utilities, after decades of receiving and processing pole attachment requests, and to comply

in an effective manner with FCC make-ready deadlines, PPL has developed a safe and efficient process for accommodating new attachment requests. Commendably, this process has been applied successfully in a nondiscriminatory manner for four years to accommodate hundreds of attaching entities on PPL's poles.¹

For the many reasons explained below, Zito's Complaint is ill-considered, unsupported, and otherwise objectionable. Accordingly, PPL respectfully requests that the Commission deny Zito's Complaint.

II. ARGUMENT

A. Due Diligence and Compliance with The Pole Attachment Agreement by Zito Would Resolve Most Issues in Its Complaint

Zito claims that it has been excluded from the pre-attachment inspection process, and specifically requests an order: "Requiring PPL to allow Zito to conduct the pre-application inspection, as required by the Agreement."² Zito claims that: "Without the ability to participate in the pre-attachment inspection process, particularly through a joint ride-out, Zito cannot timely evaluate whether the proposed make-ready work is reasonable under the circumstances, whether it should proceed with the work or re-route its facilities, or whether there might be solutions that are more efficient and/or cost-effective while still ensuring the safety and integrity of the pole and all of its attachments."³ Zito further claims that in its experience, "where utilities exclude attachers from the pre-attachment survey process, make-ready work more typically results in pole replacements rather than less costly and more efficient alternative means of accommodating

¹ Declaration of Jose E. Silverio at ¶ 3 (Nov. 20, 2017), included at Attachment A ("*Silverio Declaration*"); Declaration of Ryan J. Yanek at ¶ 2 (Nov. 20, 2017), included at Attachment B ("*Yanek Declaration*").

² *Zito Canton, LLC v. PPL Electric Utilities Corporation*, Proceeding No. 17-284, Bureau ID No. EB-17-MD-005, Amended Pole Attachment Complaint at 32 (Nov. 13, 2017) ("*Amended Complaint*").

³ *Id.* at 23, ¶ 65.

an attachment consistent with governing safety requirements.”⁴ Finally, Zito claims that if the pre-attachment survey process included a joint ride out, Zito could identify pre-existing safety violations Zito claims it should not have to correct.⁵

The fundamental problem with these claims is Zito could have, and should have, been part of the pre-attachment inspection process but failed to do its part. As explained below, the pole attachment agreement requires Zito to be part of the pre-attachment inspection process, PPL facilitates Zito’s participation in the pre-attachment inspection process, and PPL in no way prohibits Zito from being part of the pre-attachment inspection process, but Zito simply is not complying with its contract obligation to be part of the pre-attachment inspection process.

If Zito were complying with its contract requirement to be part of the pre-attachment inspection process, Zito could determine “which make-ready work is reasonable under the circumstances,” “whether it should proceed with the work or re-route its facilities,” or “whether there might be solutions that are more efficient and/or cost-effective while still ensuring the safety and integrity of the pole and all of its attachments.” If Zito were complying with its contract requirement to be part of the pre-attachment inspection process, Zito could “ensure that poles were not unnecessarily replaced when less costly and more efficient alternative means of accommodating an attachment consistent with governing safety requirements.” If Zito were complying with its contract requirement to be part of the pre-attachment inspection process, Zito could identify pre-existing safety violations.

This fundamental shortcoming is one of many objectionable aspects of Zito’s Complaint.

⁴ *Id.* at 23, ¶ 66.

⁵ *Id.* at 12, ¶ 33 (“A joint ride-out also allows the participating parties to identify pre-existing non-compliant conditions that would require correction (such as pole replacement) notwithstanding the applicant’s proposed attachment and for which the applicant should not be charged”).

1. The pole attachment agreement requires both Zito and PPL to be part of the pre-attachment inspection process

Both Zito and PPL are required to be part of the pre-attachment inspection process.

The requirement that Zito be part of the pre-attachment inspection process appears at Section 4.2., which states: “4.2 Licensee shall make a pre-attachment inspection of Licensor's poles to determine whether the attachments contemplated by Licensee can be made in accordance with the requirements of Article 5.”⁶ Article 5, for its part, is entitled: “Specifications and Safety of Attachments,” and requires compliance with the National Electrical Safety Code (“NESC”), PPL’s specifications, and all applicable rules and regulations of federal, state and local agencies having jurisdiction.⁷ At Section 1.10, the term “Pre-Attachment Inspection by Licensees” is defined as: “The inspection by Licensee of Licensor’s poles to which Licensee desires to make attachments, as indicated on an application for permit, to assure Licensor that such attachments may be made according to the terms and conditions of this Agreement.”⁸

For its part, PPL’s requirement to be part of the pre-attachment inspection process appears at Section 4.7: “4.7 Licensor shall make a pre-attachment inspection of each pole to which Licensee desires to make attachments as indicated on an application for permit. Such pre-attachment inspection shall not relieve Licensee of any responsibility, obligation or liability assumed by Licensee under this Agreement.”⁹ At Section 1.11, the term “Pre-Attachment Inspection by Licensor” is defined as: “The inspection by Licensor of Licensor’s poles to which Licensee desires to make attachments, as indicated on an application for permit, to assure

⁶ *Id.* at Att. B, Ex. 1, Pole Attachment License Agreement Between Pennsylvania Power & Light Company and Retel TV Cable Company, Inc., Page 6 (“1991 Agreement”).

⁷ *1991 Agreement* at 9.

⁸ *Id.* at 3.

⁹ *Id.* at 7.

Licensors that such attachments may be made according to the terms and conditions of this Agreement.”¹⁰

The Agreement therefore envisions and requires both parties to be part of the pre-attachment inspection process, so that both parties ensure that Zito’s attachment requests are made consistent with the agreement, in compliance with the NESC, PPL’s standards, and applicable government rules.

2. Zito does not perform its pre-attachment inspection as required by the contract

Zito uses the PPL Pole Attachment Services Online Application Management Tool (“PPL Online Application Site”) to submit its applications to attach to PPL poles, submitting 151 Applications through the PPL Online Application Site between December 2014 and October 2017. The PPL Online Application Site has been available to attaching entities since July 2013, before December 2014 when Zito first started submitting applications to PPL.¹¹

A screenshot of PPL’s PPL Online Application Site is attached to the Declaration of Jose E. Silverio, E.I.T. (Engineer in Training) at Attachment A, Exhibit 1. On the left-hand side is an interactive map that Zito and other prospective attachers can use to zoom into and locate the PPL poles. The poles to which the prospective attacher seeks to attach can in this way be identified and selected by pole (PPL Tag) number. The “Pole Info” section requires the attacher to identify the equipment they seek to attach, and the size and tension of the cables they seek to attach. The “Pole Info” section also includes a “pole notes” section that Zito and all prospective attachers can use to communicate and additional information they may seek to convey to PPL. On the right is an “ADD FILES” section that allows Zito and other attachers to provide Word

¹⁰ *Id.* at 3.

¹¹ *Silverio Declaration* at ¶¶ 4-5.

documents, spreadsheets, photographs, or any other documents that attachers, like Zito, might want PPL to review. Once the PPL Online Application Site application is submitted, PPL receives an email such as the one attached to Mr. Silverio's Declaration at Attachment A, Exhibit 2, instantly conveying the information submitted about each pole, including ample room for any "notes".¹²

Zito could easily include a note to convey any information it thinks is important when Zito uses this PPL Online Application Site to submit its applications. This information might include identifying any pre-existing violations, proposing make-ready construction work, proposing alternative attachment techniques, or proposing any solution it wanted. Zito could support any of its observations or proposals with photographs, spreadsheet, three-page explanations, or any other documents.¹³

Zito does not provide any of this information, however, presumably because Zito does not survey any of the PPL poles to which it seeks to attach before submitting its application.¹⁴ Instead, Zito appears to be relying exclusively on PPL to perform a pre-attachment inspection for information about the poles to which Zito seeks to attach.

Although Zito does not allege that PPL is violating any make-ready deadlines, Zito nevertheless complains that its consideration of alternate routes is "unnecessarily delayed" because it must wait for PPL's engineering review to determine how expensive the Zito's chosen route will be.¹⁵ But Zito could avoid any such delay by doing its own due diligence. To save time and money, nothing prohibits Zito from hiring its own contractor familiar with the NESC

¹² *Id.* at ¶¶ 6-7.

¹³ *Id.* at ¶ 8.

¹⁴ *Id.* at 9.

¹⁵ "Faced with such high costs, Zito often must opt to explore alternative deployment routes. Moreover, because decisions are not made in the field but are instead delayed until after additional back-office analysis is performed, Zito's consideration of such alternative routes is unnecessarily delayed." *Amended Complaint* at 13, ¶ 36.

and PPL's standards to decide which routes to select in the first instance.¹⁶ The contract, in fact, envisions that Zito will do just that. By performing this due diligence, Zito could easily identify pole routes that are congested or otherwise likely to be more expensive than others, and Zito could easily avoid any delay caused by PPL by choosing an alternate, less expensive route in the first place. In short, if Zito were complying with its pre-attachment inspection obligation prior to submitting its application, Zito would not be wasting PPL's and its contractors' time by requiring an analysis of pole routes Zito might find too expensive.

Zito could also accompany PPL's contractor when the contractor is surveying the poles to which Zito seeks to attach. As explained below, PPL has never prohibited Zito from accompanying PPL's contractor. On that survey, Zito could take its own measurements, provide any information Zito believes is relevant, propose any alternative attachment practice Zito may believe is suitable, propose any solution Zito believes is warranted, and identify any pre-existing safety violation Zito believes another attacher should fix.¹⁷

3. Zito's suggestions that PPL will not allow Zito to perform any pre-attachment inspection are incorrect

Zito faults PPL for not using "pole profile information (such as the height and class of the pole and the nature and location of facilities already attached to the pole) provided by Zito."¹⁸ Mr. Higgin claims "Since prior to 2015, PPL has refused to accept Zito's pre-attachment inspection information."¹⁹ Zito claims that: "PPL does not allow Zito to accompany PPL's contractor on a joint ride-out when the contractor conducts the survey of the poles and makes certain decisions regarding make-ready work."²⁰

¹⁶ *Silverio Declaration* at ¶ 10; *Yanek Declaration* at ¶ 3.

¹⁷ *Silverio Declaration* at ¶¶ 11-12; *Yanek Declaration* at ¶¶ 4-5.

¹⁸ *Amended Complaint* at 9, ¶ 24.

¹⁹ *Id.* at Att. B, ¶ 8.

²⁰ *Id.* at 12, ¶ 34. Zito further claims: "In Zito's experience, the most efficient and common method for determining what make-ready work is required to accommodate an attachment is through a joint ride-out during which

PPL does not agree with any of these statements and characterizations. PPL does not currently refuse to allow Zito to perform its own pre-attachment inspection and to its knowledge PPL never has. To the contrary, PPL would much prefer that Zito perform its due diligence and survey the poles to which it seeks to attach to determine in advance whether that route or another would be preferable. PPL's Engineer Jose Silverio began administering Zito's attachments in February 2015, following Zito's first attachment request in December 2014. Mr. Silverio has no knowledge of any Zito pre-attachment inspection data being rejected prior to 2015, but from February 2015 forward, PPL has never refused to accept such data. Instead, as explained above, Zito has always been able to add any data or information it wanted to its application using the Online Application Management Tool (a/k/a PPL Online Application Site).²¹

In addition, Zito can and does communicate with PPL's designers about any of the poles to which Zito seeks to attach. Sometimes Zito's suggestion is accepted and sometimes it is not, but PPL's designer always listens. PPL's designers have also reached out to Zito. For example, if a pole line to which Zito requested attachments would be expensive, such as where four poles would need to be replaced, the designers would ask Zito whether Zito wants to remove those poles from the application.²²

PPL has also participated every week for more than two and one-half years since April 2015 in conference calls with Zito to facilitate the processing of Zito's attachment applications and make-ready construction work.²³

representatives of the pole owner(s) and pole applicant travel to and physically inspect each pole in a given application to determine whether and what make-ready work is necessary." *Id.* at 11, ¶ 32.

²¹ *Silverio Declaration* at ¶¶ 14-17. *See also Yanek Declaration* at ¶ 6. It should also be noted that as part of the application process, Zito must provide certain information necessary for PPL to perform its load analysis, which includes the proposed route, the size of the cable and strand to be installed, the tension of the cable and strand, where Zito will be placing its anchor guys, where Zito will be placing its pole to pole guys, and where Zito will be making turns so that PPL knows the angle and proper loading.

²² *Id.* at ¶¶ 18-19.

²³ *Id.* at ¶ 20.

PPL similarly has never prohibited Zito from accompanying PPL's contractor (*i.e.* Katapult Engineering) when its contractor performs any survey of the poles in Zito's application request. As a result, if Zito wanted to accompany Katapult to verify Katapult's measurements, Zito could do that. If Zito wanted to accompany Katapult to identify pre-existing violations, Zito could do that. If Zito wanted to accompany Katapult to tell Katapult not to do a pole loading analysis on a certain pole because Zito agrees Zito should go underground instead, then Katapult would remove the pole from the application so as to avoid any unnecessary pole loading study.²⁴

In short, nothing prohibits Zito from participating in the pre-attachment application process as required by the contract, but Zito simply has not done so. As a result, Zito's claims about what it cannot do because it has been excluded from the pre-attachment application process are meaningless. Zito could participate in the pre-attachment application process, as required by the contract, and "timely evaluate whether the proposed make-ready work is reasonable under the circumstances, whether it should proceed with the work or re-route its facilities, or whether there might be solutions that are more efficient and/or cost-effective while still ensuring the safety and integrity of the pole and all of its attachments."²⁵

4. Zito could identify pre-existing violation concerns by participating in the pre-attachment application process

Zito makes unsubstantiated claims "upon information and belief" that Zito is being improperly charged to correct pre-existing violations on PPL's poles.²⁶ Zito claims: "Based upon PPL's invoices for Make-Ready Construction and other information made available to Zito,

²⁴ *Silverio Declaration* at ¶¶ 11-13; *Yanek Declaration* at ¶¶ 4-5.

²⁵ *Amended Complaint* at 23, ¶ 65.

²⁶ See, e.g., *Id.* at 16, ¶ 47 ("Upon information and belief, PPL charges for and requires Zito to pay to correct pre-existing non-compliant conditions on its poles even though such work would be required regardless of whether Zito attaches to the pole").

it appears that PPL is requiring Zito to pay to correct pre-existing non-compliance, including for pole replacements, that are unrelated to Zito's proposed attachment."²⁷

PPL does not know what Zito is referring to and cannot respond to unsubstantiated accusations based on unidentified invoices and "other information."²⁸ Zito's Complaint therefore fails to explain how PPL may have done something wrong and therefore fails to make a *prima facie* claim, as required by the rules.²⁹

Mr. Silverio has been administering Zito's applications since just after Zito began submitting applications in December 2014 and cannot recall Zito ever identifying a preexisting violation on any of the 151 PPL Online Application Site applications Zito submitted. He participated regularly in PPL's weekly calls with Zito and recalls Zito raising the issue of pre-existing violations only a handful of times, which Mr. Silverio estimates was less than ten over more than two years and 151 applications. The only Zito-identified pre-existing violations Mr. Silverio can recall were issues pertaining to insufficient pre-existing anchoring. In those cases, Zito claimed it should not have to install its own anchoring because the pole already needed to be anchored based on pre-existing attachments. Sometimes PPL agreed with Zito and sometimes PPL did not agree. The specific example Mr. Silverio recalls took place about a month or two ago regarding a single Zito application and two claims of insufficient anchoring on two different poles. On one pole PPL agreed there was a pre-existing violation and that the existing attacher should install the anchor. Zito therefore contacted the other company and told them it was their responsibility to install the anchor. On the other pole, PPL did not agree that there was a pre-existing violation and required Zito to install its own anchor.³⁰ In both cases, it appears Zito did

²⁷ *Id.* at 24, ¶ 68.

²⁸ *Silverio Declaration* at ¶ 21; *Yanek Declaration* at ¶ 7.

²⁹ See 47 C.F.R. § 1.1404(m)(5).

³⁰ *Silverio Declaration* at ¶¶ 22-24.

not visit the pole locations in the field to perform its own analysis but instead relied on photographs supplied by PPL's contractor as part of its PPL's pre-attachment inspection process.

B. Zito Did Not Understand The Mutual Obligation To Perform Pre-Attachment Inspections Because Zito Did Not Have A Copy of The Pole Attachment Agreement

Although Zito contends that its dispute with PPL has been ongoing for 18 months,³¹ Zito did not have a copy of the currently-effective pole attachment agreement until after this complaint proceeding began a month ago.³² Zito instead only had an incomplete copy of an earlier agreement dated 1977.³³

The 1977 agreement required Licensee to perform a pre-attachment inspection,³⁴ while the 1991 agreement, as explained above, requires both Licensee and Licensor to perform pre-attachment inspections.³⁵ As a result, Zito did not know about this dual requirement during the entire 18-month period before it initiated this complaint proceeding. The fact that Zito did not realize there are mutual requirements to do pre-attachment inspection would explain why Zito strongly objected to what it viewed as PPL taking over Zito's process. In its Original Complaint, Zito claimed that "PPL unilaterally assumed responsibility for conducting a pre-attachment inspection, and refuses to allow or consider pre-attachment inspection data collected by Zito."³⁶ This strong objection that PPL was taking over a process Zito believed the contract reserved

³¹ *Id.* at 31, ¶ 94.

³² *See Zito Canton, LLC v. PPL Electric Utilities Corporation*, Proceeding No. 17-284, Bureau ID No. EB-17-MD-005, Opposition to Motion to Dismiss (Nov. 6, 2017).

³³ *See Zito Canton, LLC v. PPL Electric Utilities Corporation*, Proceeding No. 17-284, Bureau ID No. EB-17-MD-005, Motion to Dismiss Pole Attachment Complaint (Nov. 2, 2017). The version Zito attached to its complaint stops halfway through Article 14, and does not contain Exhibit I (schedule of Licensor poles with approved Licensee attachments); Exhibit II (application), Exhibit III (notice of attachment removal), or Exhibit IV (Licensor practices and specification).

³⁴ *Complaint* at Att. B, Ex. 1, Pole Attachment License Agreement Between Pennsylvania Power & Light Company and Retel TV Cable Co., Section 4.2.

³⁵ *See supra* p. 6.

³⁶ *Zito Canton, LLC v. PPL Electric Utilities Corporation*, Proceeding No. 17-284, Bureau ID No. EB-17-MD-005, Pole Attachment Complaint at 7, ¶ 21 (Oct. 12, 2017) ("*Original Complaint*").

exclusively for Zito might also explain why Zito has not been complying with its contractual requirement to perform its portion of the dual pre-attachment inspection process. Zito never had a copy of the contract and so never understood what both parties were supposed to do.

C. PPL's Pre-Attachment Inspection Process is Consistent with Other Utility Practices and Necessary to Safely and Effectively Administer Attachment Requests

Zito raises a number of concerns about PPL's pre-attachment inspection process which are unsubstantiated, unfounded, groundless or otherwise unjustified.

1. Zito's claim that PPL's pre-attachment inspection fees are excessive is unsubstantiated

Zito claims that PPL's pre-attachment inspection charges "far exceed" what Zito claims that "other" unidentified pole owners in Pennsylvania charge.³⁷ Zito claims to have performed a "survey" but for some unknown reason did not attach its survey, did not identify a single pole owner used in the survey, did not provide any of the underlying data that might support its survey results, and did not identify the pre-attachment inspection processes that might or might not be followed by any of these other pole owners. As a result, neither PPL nor the Commission can understand what this survey means, determine if it has any significance, or verify its accuracy.

2. PPL's survey and engineering process is consistent with the practices of other utilities

Zito claims that PPL's pre-attachment inspection "includes extensive data collection and analysis that far exceeds what is necessary to determine whether and where Zito's attachments are feasible."³⁸

Zito explains PPL's data collection process as follows:

³⁷ *Amended Complaint* at 14, ¶ 40.

³⁸ *Id.* at 19, ¶ 59.

As part of the field survey, PPL's contractor collects information about the poles as well as information concerning PPL's and other entities' facilities attached to the poles, including multiple photographs of each pole, the surrounding area, and adjacent mid-spans. The information about each pole is then transferred to a Google-earth-like interactive map which, along with electronic profiles of the poles, including metadata such as GPS coordinates, is uploaded to a PPL portal site (designed by a contractor for PPL).³⁹

Using this data, PPL's contractors then design the make-ready construction work and prepare a make-ready construction estimate.

This process that PPL follows and that Zito is objecting to is not at all uncommon. As shown by the Declarations from several other electric utility pole owners attached hereto at Attachment D, PPL's pre-attachment application and engineering review process is very similar in scope and cost to the pre-attachment application and engineering review process followed by many other utilities. The process described by all of these seven utilities includes hiring a contractor to perform some combination of all or almost all of the following:

- Collect GPS coordinates of the requested poles
- Collect information about existing attachments on those poles
- Photograph the poles, surrounding areas and mid-spans
- Transfer all this information to an interactive map
- Upload the information to a PPL portal site
- Perform a pole loading study on every pole
- Design make-ready construction work using this information
- Prepare make-ready construction estimates

3. The information PPL collects is necessary to safely and efficiently process attachment requests

PPL's mission is to provide reliable, safe energy at a reasonable cost to its customers, and its make-ready process was developed to ensure its standards and codes are followed in an efficient manner that enables PPL to meet FCC make-ready deadline commitments.⁴⁰

³⁹ *Id.* at 8-9, ¶ 23.

⁴⁰ *Yanek Declaration* at ¶ 8.

By using survey and design contractors and process, PPL has increased the consistency, accuracy and speed of data collection, resulting in a more efficient and reliable make-ready design process. The data collection process ensures that designers can spend their time at their workstations, rather than collecting data in the field. Photographs allow you to take repeated and accurate measurements and no one needs to go back into the field. The camera is calibrated at a high resolution and software calibrated with pictures so you can drag and take measurements. Measurable photographs allow for easy peer checks and additional reference during the design process which PPL and other utilities believe are superior to field notes and other methods of measurement. GPS coordinates are needed for quality control check to verify the pole in the field is the same as the pole in the records. The data collected allows attaching companies to find the poles and to do their make-ready work. Measurements are needed to check for electric and other NESC-required clearances. The heights and characteristics of the attachments are needed for pole loading analyses. And pole loading analyses are required to ensure the pole can handle the extra load caused by the proposed new attachment.⁴¹

PPL's survey and engineering process using these contractors has been in place for four years and not changed during the almost three-year period during which Zito has been submitting applications. PPL does not mark up any of the cost for its contractors, but instead simply passes them through as a cost for the services rendered to support attacher requests to affix facilities to PPL's poles. All of PPL's attachers accept this process and have worked with it successfully for four years. Only Zito has filed a complaint.⁴²

⁴¹ *Id.* at ¶ 10.

⁴² *Id.* at ¶¶ 9, 11.

4. Pole loading studies are a necessary component of the attachment process

Like many other utilities, PPL performs a loading analysis on each pole to which Zito and other attachers seek to attach. Zito describes the need for a loading analysis as follows: “The NESC specifies certain strength and loading requirements based on the construction grade of the line and environmental loading district for the pole. A full pole loading analysis takes into account numerous factors necessary to determine whether the pole meets those NESC requirements.”⁴³

Despite the need to determine whether the pole meets NESC strength and loading requirements, Zito contends that a loading analysis on each pole is unnecessary, claiming they only need to be performed on poles that are “complex and borderline overloaded,”⁴⁴ and noting that PPL itself in its 2014 Biennial Inspection Report to the Pennsylvania Public Utility Commission (“PaPUC”) argued that pole loading analyses on every pole was unnecessary as part of its ten-year inspection program.”⁴⁵

The reason PPL performs pole loading analyses when new attachments are proposed, and is less inclined to perform them on structures that are not proposed to be modified, is because the NESC requires an analysis of NESC compliance whenever new attachments are added but not otherwise. The code requires that an existing structure must meet code requirements “where conductors or equipment is added, altered, or replaced on an existing structure” (NESC Rule 013B3). Conversely, “[e]xisting installations, including maintenance replacements, that

⁴³ *Id.* at 9, n. 28.

⁴⁴ *Id.* at 21, ¶ 61.

⁴⁵ *Id.*

currently comply with prior editions of the Code, need not be modified to comply” with the new code (NESC Rule 013B2).⁴⁶

Zito supports its claim that a loading analysis is only required on poles that are “complex and borderline overloaded” by relying on the Osmose website as follows:

For example, one third party contractor that performs work for PPL, Osmose, states that it can utilize software to estimate pole load, which identifies “poles that are clearly less than fully loaded and poles that are most probably overloaded.” Pole Loading & Clearance Analysis, Osmose, available at <http://www.osmose.com/pole-loading-clearances> (last visited on Sept. 26, 2017). This software allows Osmose to reduce expenses by only conducting a comprehensive loading analysis on those poles that are “complex and borderline overloaded.”⁴⁷

As identified on the Osmose website, the software Zito references is called “LoadCalc.” As explained by Osmose after clicking on the “LoadCalc” link for more information: “LoadCalc can help quickly identify potentially overloaded poles” and “LoadCalc ... allows an Osmose inspector to estimate bending load on a pole in real-time using span lengths, estimated wire and equipment sizes, and estimated attachment heights.” It is advertised as a “cost-effective groundline pole load estimate during routine inspections.”⁴⁸ Osmose’s LoadCalc application is thus intended for use as part of a pole inspection and maintenance program for existing poles subject to inspection with no proposed construction. It determines which poles in their current condition are candidates for reinforcement or replacement. It is not an engineering analysis designed for construction additions to those poles, such as new communications attachments. It would not be prudent to make decisions on the safety of a structure based on “estimates” or “potential” results. Instead, an engineering analysis based on accurate measurements and

⁴⁶ Declaration of Brian D. Moyer at ¶¶ 3-5 (Nov. 20, 2017), included at Attachment C (“*Moyer Declaration*”).

⁴⁷ *Id.* at n.36.

⁴⁸ Osmose website, “LOADCALC SOFTWARE FOR POLE INSPECTION,” available at: <http://www.osmose.com/content/pages/loadcalc> (last visited Nov. 17, 2017).

calculations is warranted for new attachment requests. This is why many utilities perform pole loading studies on every pole to which attachment is sought.⁴⁹

5. PPL does not benefit from the data it collects to accommodate new attachment requests

Zito objects to having to pay the entire cost of the pre-attachment inspection process, because “PPL uses the survey process to obtain valuable information about its poles for its GPS mapping system and to satisfy its own state regulatory obligations to periodically inspect its poles, including its obligation to conduct load calculations for each pole.”⁵⁰

Neither of these claims is accurate.

PPL already has a system map that is overlaid with a considerable amount of information. None of this information comes from the pre-attachment inspection conducted as part of the attachment application process for Zito or any other attacher. The reason PPL does not use this information is that make-ready process does not uniformly and systematically provide the consistent information about PPL’s pole plant that is useful to PPL in a system map format. The same is true for PPL’s inspection program, which requires a uniform, systematic process to complete all of the information required by the PaPUC, including a large amount of information that is not obtained in any event from the pre-attachment inspection process. None of the information gathered from the pre-attachment inspection process is therefore used by PPL for either its mapping system or its PaPUC-mandated pole inspection program.⁵¹

⁴⁹ *Moyer Declaration* at ¶¶ 6-11.

⁵⁰ *Amended Complaint* at 20, ¶ 60.

⁵¹ *Yanek Declaration* at ¶¶ 12-14.

6. Other attachers do not derive a benefit from the pre-attachment survey process

Zito claims that “the information collected by PPL’s contractors during the pre-attachment survey process benefits PPL and other entities attached to the pole, such costs should not be borne wholly by Zito. Instead, the costs should be recovered by PPL from attaching entities, if at all, through the rental rate, which allocates maintenance and administrative costs to attachers proportionate to the amount of pole space occupied.”⁵² Zito also suggests that future attachers may benefit.⁵³

Zito provides no explanation for how existing or future attachers might benefit, much less any evidence to support its claims. The only benefit to other attachers of PPL’s safe and efficient survey and engineering process is that existing and future attachers get to attach to safe and reliable infrastructure.⁵⁴ But the cost to ensure that new attachments are not installed improperly in a way that would jeopardize the safe and reliable infrastructure to which existing attachers rely is the responsibility of the new attacher, not the existing attachers.⁵⁵

7. PPL is entitled to charge for its pre-attachment inspections

Zito cites several provisions of the 1991 pole attachment agreement and a provision of the 1977 pole attachment agreement to contend the 1991 Agreement does not authorize PPL to charge Zito for PPL’s pre-attachment inspection.⁵⁶

⁵² *Id.*

⁵³ *Id.* at 21, n. 93.

⁵⁴ *Yanek Declaration* at 15.

⁵⁵ Zito’s suggestion that such costs could be recovered through the annual rental rate is inaccurate, as explained by the Coalition of Concerned Utilities in the ongoing pole attachment rulemaking proceeding in WC Docket No. 17-84. As explained, if \$2,000,000 were added to the administrative expense in the pole attachment rate formula for an average-size utility, the annual attachment rate would increase by one cent (\$0.01), permitting cost recovery over 3 million attachments of \$30,000 of the \$2,000,000 expense. If the expense were \$1,000,000, the rate would not change at all, so that the utility would recover none of its \$1,000,000 expense. *See* Comments of the Coalition of Concerned Utilities, WC Docket No. 17-84 at 38 (July 17, 2017).

⁵⁶ *Amended Complaint* at 7, ¶ 20. *See also* 21, n.21.

Zito's strained interpretation ignores that FCC rules from the very beginning have allowed utilities to recover pre-attachment inspection and engineering costs from the entities causing such costs to be incurred.⁵⁷ These type fees are routinely paid by Zito, all other PPL attachers, and attaching entities nationwide. Any variance from this well-known and longstanding FCC requirement and course of dealings would be highly unusual and require specific contract language prohibiting their recovery, which the 1991 Agreement does not have.⁵⁸

D. PPL's Invoices and Other Information Supplied to Zito Conform with FCC Rules

Zito claims it cannot tell from PPL's make ready engineering invoices precisely what tasks are being performed and whether the tasks and costs are reasonable.⁵⁹ Zito claims PPL has not responded to Zito's repeated requests to substantiate these engineering charges.⁶⁰

To the contrary, Zito understands very well the pre-attachment inspection and engineering work that is performed on each pole, as evidenced by Zito's description of the process in Zito's Complaint itself.⁶¹ PPL uses the data that Zito describes and, like every other

⁵⁷ See, e.g., *Adoption of Rules for the Regulation of Cable Television Pole Attachments*, 72 FCC 2d 59, at paragraph 29 (1979) ("Non-recurring costs. Such costs, defined in a general functional fashion, are those that are expended by the utility to prepare utility poles for CATV attachments. As indicated in the legislative history, pre-construction, survey, engineering, make-ready, and change-out (non-betterment) costs are included in additional costs but only to the extent they are out-of-pocket expenses specifically attributable to CATV attachments or facilities. ... Therefore, we believe these non-recurring costs, which are of a one-time only nature, are directly reimbursable by the CATV operator and should not constitute any component of "additional costs" for purposes of Section 1.1409(c).")

⁵⁸ In a footnote, Zito further contends PPL might be improperly booking its pre-attachment survey charges to maintenance and administrative FERC accounts and thereby double recovering these charges. *Amended Complaint* at 21, n. 93. That contention is incorrect. PPL follows standard FERC accounting practices, which requires reimbursement for make-ready survey and construction work to be credited back to the work order where the work was performed. This offsets the costs incurred by the utility to prepare the site for the communications attachment. Make-ready survey and construction costs that are offset by attacher payments are therefore not included in either the capital or expense accounts used to calculate formula rates. *Yanek Declaration* at ¶ 22.

⁵⁹ *Id.* at 14, ¶ 41.

⁶⁰ *Id.* at 15, ¶ 42.

⁶¹ At paragraph 23 of the *Amended Complaint*, Zito explains: "As part of the field survey, PPL's contractor collects information about the poles as well as information concerning PPL's and other entities' facilities attached to the poles, including multiple photographs of each pole, the surrounding area, and adjacent mid-spans. The information about each pole is then transferred to a Google-earth-like interactive map which, along with electronic profiles of the poles, including metadata such as GPS coordinates, is uploaded to a PPL portal site (designed by a contractor for PPL)."

electric utility pole owner in the country, designs the make-ready construction work to be performed and prepares a make-ready construction estimate. This is the work that Zito pays for and that Zito is already well aware of. PPL in fact provided even more detailed information to Zito about the tasks performed during its pre-attachment inspection process as part of the FCC-sponsored mediation proceeding.⁶²

Similarly, Zito claims that PPL's make-ready construction invoices do not provide the information necessary to enable Zito to verify whether the proposed make-ready construction charges are reasonable.⁶³ Zito claims PPL has not responded to Zito's repeated requests to substantiate these engineering charges.⁶⁴ Zito asserts, "Without these essential details, Zito is unable to evaluate whether the make-ready work charges are reasonable and thus, whether to proceed with the work, consider a less costly alternative route, or whether other safe, yet more cost-effective solutions should be pursued."⁶⁵

Zito's Complaint fails to mention the detailed and pole-specific Make-Ready Summary it receives from PPL that provides a lot more information than just a single line make-ready construction invoice. Prior to performing any work, and even prior to Zito receiving the invoices totals for make-ready engineering and the projected make-ready construction costs, Zito is provided with a pole-by-pole Make-Ready Summary document that explains the make-ready work that is proposed to be performed (if any) on every pole to which Zito has requested an attachment. A sample of this Make-Ready Summary that is sent to Zito is attached to Mr. Silverio's Declaration at Attachment A, Exhibit 3. This Summary describes in detail what make-ready work is required at each pole in the application for both PPL's electric facilities (Column 3

⁶² *Yanek Declaration* at ¶ 16.

⁶³ *Id.* at 15, ¶ 43.

⁶⁴ *Id.* at 15, ¶ 45.

⁶⁵ *Id.* at 15, ¶ 44.

– “PPL Make Ready”) and the communications facilities (Column 4 – “Foreign Utility Make Ready”). It gives specific direction for each pole regarding whatever attachment relocation, guying, transfer, pole replacement or other make-ready work, if any, is required. The Summary even identifies existing conditions which must be corrected by existing attachers, such as updates or additions of proper guying.⁶⁶

Since the Make Ready Summary identifies the work to be performed on every pole, Zito can easily make a decision “whether the make-ready work charges are reasonable,” “whether to proceed with the work,” whether to “consider a less costly alternative route,” or “whether other safe, yet more cost-effective solutions should be pursued.” For example, Zito could decide whether to remove a pole from the application so that Zito can go underground, or whether the entire route should be abandoned for another route because of the congested nature of the pole route and the relative large amount of make-ready work that must be done.⁶⁷

Not only does the Make Ready Summary explain all this information, but as explained above, Zito could easily obtain its own similar information by hiring its own contractor to analyze its pole route prior to submitting any applications.

⁶⁶ *Silverio Declaration* at ¶¶ 25-27.

⁶⁷ To support its claim that utilities must provide sufficient information to substantiate its make-ready charges, Zito cites two FCC orders and a New York Public Service Commission order, and then faults PPL for not including the information required by the New York PSC. See *Amended Complaint* at 25, n.105, citing *Knology, Inc. v. Georgia Power Co.*, 18 FCC Rcd. 24615, at 24641 ¶ 61 (2003); *Salsgiver Communications, Inc. v. North Pittsburgh Telephone Co.*, 22 FCC Rcd. 20536, 20543 ¶ 22 (Enf. Bur. 2007); and *2004 New York Pole Order*, 2004 N.Y. PUC LEXIS 306, * 23 (“The make-ready invoice shall include at a minimum: date of work, description of work, location of work, unit cost or labor cost per hour, cost of itemized material and any miscellaneous charges.”) Zito faults PPL’s invoices for not including this information required by the New York Public Service Commission: “PPL’s invoices do not delineate unit cost or labor cost per hour, cost of itemized material and any miscellaneous charges for each make-ready task to be performed by PPL’s contractors.” *Amended Complaint* at 25, ¶ 70. Zito therefore is attempting to apply a New York PSC requirement that does not exist at the FCC and simply confirms there is no precise FCC standard for what these make-ready invoices should look like. That being said, PPL’s make-ready invoice, coupled with its Make Ready Summary, certainly provides sufficient information to substantiate its make-ready charges.

Finally, Zito appears to object to paying its make-ready construction bills up front.⁶⁸ The pole attachment agreement, however, requires Zito to pay for make-ready in advance, and FCC rules allow it.⁶⁹

E. PPL’s Make-Ready Construction Charges Are Not Excessive

Zito makes unsubstantiated allegations that PPL’s make-ready construction charges are excessive and appears to suggest that PPL should have allowed certain poor construction practices.

1. Zito’s claim that PPL’s make-ready construction charges are excessive is unsubstantiated

Zito makes the unsupported claim that PPL’s make-ready construction charges exceed what “other” Pennsylvania pole owners charge: “On a per pole basis, PPL’s make-ready charges are 58% higher than those of other Pennsylvania investor-owned electric utilities and telecommunications companies. PPL’s average per-pole make-ready charge is \$1,685.17, whereas the average per-pole charge of other Pennsylvania investor-owned electric utilities and telecommunications companies \$1,068.05.”⁷⁰

As with Zito’s claim comparing PPL’s make ready engineering charges to unnamed “other” Pennsylvania pole owners, Zito provides no support for its claim. Zito does not name these “other” pole owners, does not identify the work these other pole owners performed, does not compare that work to the work performed by PPL, and does not explain even one instance of work performed by PPL that costs too much. PPL therefore cannot understand what Zito is

⁶⁸ See e.g., *Amended Complaint* at 15, ¶ 43 (“PPL requires Zito to pay for any make-ready costs up-front – i.e., when PPL provides its make-ready estimate – before any required make-ready work is begun”).

⁶⁹ *1991 Agreement* at Section 4.5 (“Licensee shall pay in advance Licensor’s invoice for the estimated costs of all make ready work, including any pole replacement charge, where applicable.”). 47 C.F.R. Section 1.1420(e) triggers the obligation of pole owners to provide required notices to existing attachers “upon receipt of payment” of the make-ready estimate.

⁷⁰ *Amended Complaint* at 15-16, ¶ 46.

referring to and cannot respond to Zito's unsubstantiated accusations. Zito has therefore failed to establish a *prima facie* claim regarding this issue, as required by the rules.⁷¹ Its request for a refund of unsubstantiated, alleged overcharges for make-ready construction fees should therefore be denied.

2. The “less costly construction alternatives” Zito appears to recommend are poor construction practices

Without explanation, Zito contends PPL has refused to consider “safe, less costly construction alternatives.”⁷² Zito does not provide even a single example of a safe, less costly construction alternative that PPL refused to consider, but Zito elsewhere identifies a number of practices that pole owners can follow to accommodate new communications attachments:

The make-ready work for an additional communications attachment may include raising or lowering existing attachments, the use of extension arms, opposite side construction or other space saving construction techniques, guying or re-guying the pole to balance the load on the pole, stubbing a pole, adding a pole extender, or, where inadequate space or pole strength exists to accommodate a new attachment, replacing the existing pole.⁷³

Although Zito does not claim PPL refused to consider any of these practices, Zito's Complaint seems to suggest that PPL should consider these practices. PPL will address each of these practices below.

PPL already routinely raises or lowers existing attachments, guys or re-guys the pole to balance the load, and replaces poles where necessary.⁷⁴ It appears, therefore, that what Zito really wants is to require PPL to approve extension arms, opposite side construction (a/k/a boxing), stubbing poles, and adding pole extenders. None of these practices are advisable.

⁷¹ See 47 C.F.R. § 1.1404(m)(5).

⁷² *Amended Complaint* at 4.

⁷³ *Id.* at 11, ¶ 30.

⁷⁴ *Yanek Declaration* at ¶ 17.

Both boxing and extension arms make it more difficult and potentially hazardous for climbers to access the pole.⁷⁵ Boxing also makes it more difficult to change-out (*i.e.*, replace) poles,⁷⁶ and extension arms cause pole loading concerns.⁷⁷ And extension arms may be used only to achieve horizontal clearances, and do not remedy vertical clearance violations.⁷⁸

PPL does not understand what Zito calls “stubbing” a pole, but if it means allowing double wood conditions to exist (having a replaced pole remain next to the newly-installed pole), those conditions are widely regarded as eyesores that are unacceptable to many cities and states.

As for pole “extenders,” PPL’s specifications allow pole top extensions to be installed only rarely. They are usually installed to remedy a conductor uplift problem (where newly replaced pole is too tall for the next adjacent pole in line) or to make repairs to a damaged or deteriorated pole top. And when a pole top extension is installed to increase the pole height, the raising of the attachments results in an increased load on the existing structure, thereby reducing the amount of attachments the pole can support from a loading standpoint.⁷⁹

To the extent Zito believes PPL’s make-ready construction costs are too high because pole replacements could have been avoided when one of these lesser construction practices might have been available, such claims should be denied. Zito has not specifically made such a

⁷⁵ *Moyer Declaration* at ¶¶ 12-18. Boxing results in two sides of a pole having wire attachments, which obstructs the climbing space. Extension arms extend beyond the vertical space on the pole thus creating a climbing hazard and even raising the possibility that someone falling from a pole could get caught on that extension arm on the way down. These climbing obstructions are more problematic during storm restoration work when it is more likely that poles will be climbed.

⁷⁶ *Id.* Replacing the pole and transferring the attachments is relatively easy if the attachments are located on only one side of a pole, since the new pole can easily be installed next to the one to be replaced. With boxing, however, the new pole must be inserted between the wires on both sides of the existing pole. This procedure is more costly and time consuming, creates safety hazards and risks damaging the communications facilities that are currently attached.

⁷⁷ *Id.* The cantilever effect of extension arms projecting out from the pole results in an extraordinary amount of weight and load being concentrated in a specific area.

⁷⁸ *Id.*

⁷⁹ *Id.* at ¶¶ 19-21.

claim, provided no evidence to support any such claim, and such lesser substitute constructions practices would be inadvisable in any event.

F. Zito is not Qualified to Select PPL's Contractors

Zito faults PPL for not allowing Zito to participate in the selection of the contractors that PPL hires and contends that PPL has not allowed Zito to provide input into the terms and conditions governing the scope or price of the contractor's work.⁸⁰

Actually, PPL has experienced two years of Zito providing input into the terms and conditions governing the scope and price of its contractor's work.⁸¹ But Zito's arguments have not persuaded PPL that PPL's process or the agreements with its contractors should be changed. Instead, PPL remains committed to this process, which resembles the processes of many other electric utilities.⁸² PPL and these other utilities recognize these processes are necessary to ensure a safe and reliable electric distribution system or to facilitate a seamless and fault-free attachment process.

Zito is not positioned to make decisions about engineering contractors. Zito does not understand electric space design, and its corporate objectives are different from PPL's. And while Zito contends that "Zito has a vested interest in the safety and integrity of the poles to which it attaches,"⁸³ Zito's vested interest is not nearly as great as the vested interest of PPL, the electric utility pole owner which is ultimately responsible for ensuring the safety and integrity of an electric distribution system that by its nature is potentially hazardous.

⁸⁰ *Amended Complaint* at 8, ¶ 22.

⁸¹ *Silverio Declaration* at ¶ 28.

⁸² See Declaration of Brenda Brockman (Dayton Power and Light Company); Declaration of Robert Chumrik (Penelec); Declaration of Samantha Cook (Baltimore Gas and Electric); Declaration of Jodi Corrow (Minnesota Power); Declaration of Diana Gaiser (PECO); Declaration of Leila Hussein (Alliant Energy); Declaration of Carol Vallejo (Kansas City Power and Light), included at Attachment D.

⁸³ *Amended Complaint* at 12, ¶ 35.

Katapult, Osmose and HMI Technical Solutions, LLC (formerly Henkels and McCoy) got their contracts through a competitive bid process that included five contract firms, all to support the make-ready process. PPL preferred Katapult's process for data collection, and liked both Osmose and HMI for the engineering duties. As a result, PPL is using both Osmose and HMI to fulfill its engineering needs and FCC make-ready deadline requirements. Each is assigned a different PPL territory, but each will fill in for the other if needed. If any one of PPL's contractors is found wanting, PPL fires them. Two other engineering firms, in fact, previously had their contracts revoked.⁸⁴

G. The Safety And Reliability of PPL's System Depends on PPL Contractors Being Paid To Perform Their Work

Zito objects to PPL insisting Zito pay for disputed make-ready invoices before processing applications. Zito claims PPL never explained how its decision was based on safety, reliability and engineering reasons.⁸⁵

This claim is incorrect. PPL fully explained its decision not to process Zito's applications in a May 26, 2016 letter to Zito and its counsel, attached hereto at Attachment E. In that letter, PPL explained its denial as follows:

Section 1.1403(a) of the Commission's rules requires utilities to provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by it.

Zito is not being discriminated against, as PPL does not grant access to any entity that refuses to pay its make-ready engineering bills.

Section 1.1403(a) also allows PPL to refuse to provide access for reasons of safety, reliability and generally applicable engineering purposes. To the extent that Zito refuses to pay for make-ready engineering, Zito is acting as an untrustworthy and unsafe pole attachment risk. For safety, reliability and engineering

⁸⁴ *Yanek Declaration* at ¶¶ 18-20.

⁸⁵ *Id.* at 16, ¶ 49.

reasons, PPL cannot grant access to its poles to untrustworthy and unsafe telecommunications companies.⁸⁶

Zito quotes a 1999 Cable Bureau decision to support its contentions that “[u]tilities may not ‘condition access on payment of a disputed claim,’” and “[d]ebt collection is not permissible grounds for denial of access.”⁸⁷ The “disputed claim” and “debt collection” issues that caused PPL to stop processing Zito’s applications was Zito’s refusal to pay for approximately \$350,000 in make-ready engineering expenses that Zito’s applications forced PPL to incur. Zito filed a large number of applications to attach to a large number of PPL poles, and PPL responded appropriately by hiring contractors to perform the necessary make-ready engineering and design work. PPL properly passed through those costs to Zito without mark-up. After causing these survey and engineering costs to be incurred, Zito decided to use another, less expensive way to reach its customers. After Zito found a more economical means of building out its system, Zito refused to pay for the engineering it requested and canceled its applications.⁸⁸

FCC rules do not allow Zito simply to refuse to pay for survey and engineering costs. The Commission instead requires attaching entities to pay such make-ready survey and engineering charges in compliance with the pole owner’s application and make-ready process. As explained in the April 2014 Enforcement Bureau Order attached hereto at Attachment F:

Salsgiver claims that Penelec’s proposed make-ready charges (1) failed to provide sufficient detail, and (2) would have required Salsgiver to “correct existing violations of previous attachers.” Yet Salsgiver had the option of first paying Penelec’s make-ready charges, under protest; filing a complaint with the Commission alleging that the charges violate section 224 of the Act; and, if successful, recovering those overcharges. Such a course would have obviated any alleged harm, and Salsgiver offers no explanation of

⁸⁶ Letter dated May 26, 2016 from Thomas B. Magee, counsel to PPL, to Colin Higgin, Zito, and Cherie Kiser, counsel to PPL, attached hereto as Attachment E.

⁸⁷ *Amended Complaint* at 27, ¶ 75, citing *Kansas City Cable Partners v. Kansas City Power & Light Co.*, Consolidated Order, 14 FCC Rcd. 11599, at 11606 ¶ 18 (Cable Serv. Bur. 1999).

⁸⁸ *Yanek Declaration* at ¶ 21.

why it could not have proceeded this way. Rather, Salsgiver, by its own admission, attached in violation of various communications and electrical standards. We cannot condone Salsgiver's decision simply to disregard Penelec's application/make-ready process.⁸⁹

In another ruling based on Pennsylvania events, the Commission explained again the proper course is for the attaching entity to pay the amount due and then seek refunds:

More fundamentally, Fibertech has failed to demonstrate that the actual or threatened termination of the Pole Attachment Agreement has caused or will cause Fibertech to suffer irreparable harm - a showing required under section 1.1403(d). Duquesne's February 7 Letter indicated that Fibertech could avoid termination of the Pole Attachment Agreement by paying the \$565,814 amount that Duquesne claims it is due. Although we understand that Fibertech contends that the \$565,814 constitutes an overcharge in violation of section 224, Fibertech fails to explain, in either the Stay Petition or the Complaint, how it would be irreparably harmed if it simply paid Duquesne the \$565,814 amount now, with the expectation that it would later recover this payment as a refund if it succeeds in proving the section 224 violations alleged in its Complaint.⁹⁰

Zito claims that this is a denial of access matter, by stating that: "its refusal to process applications, including new, unrelated applications, unless Zito pays the unsubstantiated amounts in full, unlawfully denies access upon reasonable rates, terms and conditions."⁹¹

PPL's disagrees that Zito's Complaint qualifies as a denial of access complaint because Zito has been granted access.

H. PPL Cannot Verify Whether Zito Has Federal Pole Attachment Rights

At paragraphs 14 to 16 of its *Amended Complaint*, Zito alleges that it provides a number of services, largely in "unserved" or "underserved" areas, and that its services have had a beneficial impact.⁹² PPL cannot verify any of these statements and notes simply that Zito has not

⁸⁹ Attachment F, *Petition of Salsgiver Telecom, Inc. for Temporary Stay Pursuant to Section 1.1403(d) of the Federal Communications Commission Rules*, Letter Order at 3, EB-14-MD-005 (Apr. 4, 2014) (footnotes omitted).

⁹⁰ *Fiber Technologies Networks, L.L.C v. Duquesne Light Co.*, Order, 18 FCC Rcd 10628, 10632, ¶12 (2003) (footnotes omitted).

⁹¹ *Amended Complaint* at 28, ¶ 78.

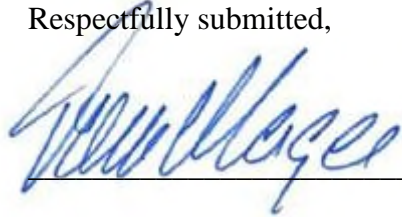
⁹² *Id.* at 7, ¶¶ 14-16.

provided any service map or other evidence to support these claims. More significantly, PPL is unable without more information to verify whether Zito has federal pole attachment rights on the PPL poles to which it seeks to attach, since those rights depend on whether Zito is providing any cable or telecommunications service over those PPL facilities.⁹³ Without the opportunity to determine how Zito is using PPL's facilities, PPL cannot agree on the extent to which, if at all, Zito has federal pole attachment rights to seek FCC resolution of this matter.⁹⁴

III. CONCLUSION

WHEREFORE, for the foregoing reasons, PPL respectfully requests that the Commission deny Zito's Complaint.

Respectfully submitted,

A handwritten signature in blue ink, appearing to read "Tom Magee", is written over a horizontal line.

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Attorneys for PPL Electric Utilities Corporation

November 20, 2017

⁹³ To the extent Zito is providing only dark fiber, for example, Zito would not have federal pole attachment rights on Zito's poles.

⁹⁴ PPL also questions Zito's claim that it needs PPL's poles to provide service, since Zito has provided no evidence of the extent to which it cannot construct its facilities underground. *See Amended Complaint* at 28, ¶ 77.

CERTIFICATE OF SERVICE

I, Timothy A. Doughty, hereby certify that on this 20th day of November 2017, a true and authorized copy of this Response to Pole Attachment Complaint was served on the parties listed below via electronic mail, unless noted otherwise, and was filed with the Commission via ECFS.

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/s/
Timothy A. Doughty

ATTACHMENT A

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

ZITO CANTON, LLC,

Complainant,

v.

**PPL ELECTRIC UTILITIES
CORPORATION,**

Respondent.

**Proceeding No. 17-284
File No. EB-17-MD-005**

I, Jose E. Silverio, E.I.T., declare as follows:

1. My name is Jose E. Silverio. I am Support Engineer for PPL Electric Utilities Corporation.
2. I am an Engineer in Training seeking to become a Professional Engineer in the Commonwealth of Pennsylvania.
3. PPL's process for accommodating new attachment requests has been applied successfully in a nondiscriminatory manner for four years to accommodate hundreds of attaching entities on PPL's poles.
4. Zito uses the PPL Pole Attachment Services Online Application Management Tool ("PPL Online Application Site") to submit its applications to attach to PPL poles, submitting 151 Applications through the PPL Online Application Site between December 2014 and October 2017.
5. The PPL Online Application Site has been available to attaching entities since July 2013, before December 2014 when Zito first started submitting applications to PPL.

6. A screenshot of PPL's Online Application Site is attached hereto at Exhibit 1. On the left-hand side is an interactive map that Zito and other prospective attachers can use to zoom in and locate the PPL poles, by pole (PPL Tag) number, the poles to which the prospective attacher seeks to attach. The "Pole Info" section requires the attacher to identify the equipment they seek to attach, and the size and tension of the cables they seek to attach. The "Pole Info" section also includes a "pole notes" section that Zito and all prospective attachers can use to communicate and additional information they may seek to convey to PPL. On the right is an "ADD FILES" section that allows Zito and other attachers to provide Word documents, spreadsheets, photographs, or any other documents that attachers like Zito might want PPL to review.
7. Once the PPL Online Application Site application is submitted, PPL receives an email such as the one attached hereto at Exhibit 2. This email instantly conveys the information submitted about each pole, including plenty of room for any "notes".
8. Using the PPL Online Application Site, Zito could identify any pre-existing violations, propose make-ready construction work, propose alternative attachment techniques, or propose any solution it believes is appropriate. Zito could support any of its observations or proposals with photographs, spreadsheets, Microsoft Word documents, or any other documents.
9. Zito does not provide any of this information on its PPL Online Application Site applications.
10. I am not aware of anything that prohibits Zito from hiring its own contractor familiar with the National Electrical Safety Code ("NESC") and PPL's standards to decide which routes to select prior to submitting its attachment applications to PPL.
11. I am not aware of anything that prohibits Zito from accompanying PPL's contractor Katapult Engineering when the contractor is surveying the poles to which Zito seeks to attach, and PPL has never prohibited Zito from accompanying PPL's contractor.
12. On that survey, Zito could take its own measurements, provide any information Zito believes is relevant, propose any alternative attachment practice Zito may believe is suitable, propose any solution Zito believes is warranted, and identify any pre-existing safety violation Zito believes another attacher should fix.
13. If Zito wanted to accompany Katapult to tell Katapult not to do a pole loading analysis on a certain pole because Zito agrees Zito should go underground instead, then Katapult would remove the pole from the application so as to avoid any unnecessary pole loading study.

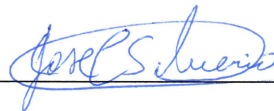
14. PPL has been and continues to be willing to consider any pre-attachment inspection data Zito might provide.
15. As part of the application process, Zito must provide certain information necessary for PPL to perform its load analysis, which includes the proposed route, the size of the cable and strand to be installed, the weight of the new cable, where Zito will be placing its anchor guys, where Zito will be placing its pole to pole guys, and where Zito will be making turns so that PPL knows the angle and proper loading.
16. I began administering Zito's attachments in February 2015, following Zito's first attachment request in December 2014.
17. I have no knowledge of any Zito pre-attachment inspection data being rejected prior to 2015, and from February 2015 forward, I do not believe PPL has ever refused to accept such data. Instead, Zito has always been able to add any data or information it wanted to its application using the Online Application Management Tool.
18. Zito is able to, and does, communicate with PPL's engineering designers about any of the poles to which Zito seeks to attach. Sometimes Zito's suggestion is accepted and sometimes it is not, but PPL's designer always listens.
19. PPL's engineering designers have also reached out to Zito. For example, if a pole line to which Zito requested attachments would be expensive, such as where four poles would need to be replaced, the designers would ask Zito whether Zito wants to remove those poles from the application.
20. I have also participated in conference calls with Zito scheduled every week for more than two and one-half years since April 2015 to facilitate the processing of Zito's attachment applications and make-ready construction work.
21. I do not know what Zito is referring to what it claims Zito is being improperly charged to correct pre-existing violations on PPL's poles.
22. I cannot recall Zito ever identifying a preexisting violation on any of the 151 PPL Online Application Site applications Zito submitted.
23. During my weekly calls with Zito, I can only recall Zito raising the issue of pre-existing violations a handful of times, which I believe is less than ten over more than two years and 151 applications.
24. During those calls, the only Zito-identified pre-existing violations I can recall were issues pertaining to insufficient pre-existing anchoring. In those cases, Zito claimed it should not have to install its own anchoring because the pole already needed to be anchored

based on pre-existing attachments. I recall sometimes PPL agreed with Zito and sometimes PPL did not agree. The specific example I recall took place a month or two ago regarding a single Zito application and two claims of insufficient anchoring on two different poles. On one pole, PPL agreed there was a pre-existing violation and that the existing attacher should install the anchor. Zito therefore contacted the other company and told them it was their responsibility to install the anchor. On the other pole, PPL did not agree that there was a pre-existing violation and required Zito to install its own anchor.

25. Prior to performing any make-ready construction work, and prior to Zito receiving the invoices totals for make-ready engineering and the projected make-ready construction costs, Zito is provided with a pole-by-pole Make-Ready Summary document that explains the make-ready work that is proposed to be performed (if any) on every pole to which Zito has requested an attachment.
26. A sample of this Make-Ready Summary that is sent to Zito is attached hereto at Exhibit 3.
27. This Make-Ready Summary describes in detail what make-ready work is required at each pole in the application for both PPL's electric facilities (Column 3 – "PPL Make Ready") and the communications facilities (Column 4 – "Foreign Utility Make Ready"). It gives specific direction for each pole regarding whatever attachment relocation, guying, transfer, pole replacement or other make-ready work, if any, is required. The Summary identifies existing conditions which must be corrected by existing attachers, such as updates or additions of proper guying.
28. Over the past two years, I have heard suggestions from Zito about what the scope and price of PPL's contractor's should be.

I declare under penalty of perjury that the foregoing is true and correct.

By: _____



Jose E. Silverio
PPL Electric Utilities Corporation

Dated: November 20, 2017

EXHIBIT 1



Create Application

All Changes Saved...

General Info

Save

Delete

ppl attaching code - attaching company

job name

job type

☒ Typical Attachment/Removal Application

☐ NJUNS Ticket

☐ Relocation Project

job notes

Looking for Take Off Pole and Cable Specs? Change the attachment of your first pole to be Bolted Cable.

Pole Info

1 pole number Attach Cabinet pole notes

+ pole number Attach Cabinet pole notes

Cannot Submit - Please Add Poles To Your Submission



EXHIBIT 2


EXTERNAL email. STOP and THINK before responding, clicking on links, or opening attachments.

57577N46333, Attach Bolted Cable, These are sample notes. These are sample notes. These are
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717-432-0716
Thank You,
PPL Pole Attachment Services

EXHIBIT 3

Customer Name	Zito Canton, LLC		
Customer Job	Clinton Co PSAP (107-79 -106-81)		
PPL App #	204363		
PPL WR #	15068270		
PPL WO#	58204686		
PPL Region	Susquehanna		
PPL Area	Susquehanna		
Summary of Make Ready Required			
Item No.	PPL Grid Number	PPL Make Ready	Foreign Utility Make Ready
1	10762N36777 VERIZON TAG #16	No make ready required	Comcast to lower cable and span guy by 2'-2" Verizon to lower cable by 2'-0"
2	10758N36784	No make ready required	No make ready required
3	10779N36789	No make ready required	No make ready required
4	10785N36792 VERIZON TAG #18	No make ready required	No make ready required
5	10793N36798	Re-Dress drip loop to 26'-0"	No make ready required
6	10811N36812	No make ready required	No make ready required
7	10831N36820	No make ready required	No make ready required
8	10950N36867 VERIZON POLE #27	Raise neutral by 1'-1" to 26'-8" Raise secondary by 1'-1" to 26'-4" Re-dress secondary drip loops to 26'-0"	No make ready required
9	10950N36867	Removed from application	Removed from application
10	10970N36870 VERIZON POLE #28	Re-dress drip loop to 26'-4"	No make ready required
11	10990N36875 VERIZON POLE #29	Transfer all equipment and facilities per spec 6-13-30-A with 6-05-10-A	Verizon to replace 40-3 pole with new 45-2 pole Comcast to transfer cable to new pole at 21'-0" Verizon to transfer anchor guy to new pole at 20'-0" Verizon to transfer span guy to new pole at 20'-0" Verizon to transfer cable to new pole at 19'-0" Verizon to transfer cable to new pole at 18'-0"
12	10993N36883 VERIZON POLE # NT	No make ready required	No make ready required
13	11025N36880	Install a 1'-1" section of 3" PVC U-Guard to raise riser to 24'-4"	No make ready required
14	11145N36892	No make ready required	No make ready required
15	11137N36882	No make ready required	No make ready required
16	11143N36885 VERIZON TAG #18	No make ready required	Comcast to lower cable by 1'-0" Verizon to lower cable by 10" Verizon to lower span guy by 6"
17	11170N36891 VERIZON POLE #C5-17	No make ready required	No make ready required
18	11191N36901	No make ready required	<i>Fails pole loading analysis</i> Comcast to install proper guying
19	11212N36901	No make ready required	No make ready required
20	11231N36902	No make ready required	No make ready required
21	11251N36907 VERIZON TAG #14	No make ready required	Comcast to lower cable by 1'-1" Verizon to lower cable by 1'-0"
22	11271N36906	Re-dress drip loops to 28'-1"	Comcast to lower cable by 2'-8" Verizon to lower cable by 2'-9"
23	11290N36907	No make ready required	No make ready required
24	11305N36913 VERIZON TAG # 12	Raise lowest streetlight feed by 1'-0" to 28'-0" Raise service (back) by 1'-6" to 27'-10" Re-dress power drip loops to 27'-0"	Comcast to lower cable by 4" Verizon to lower cable and span guy by 8"
25	11332N36910 VERIZON TAG # 11	No make ready required	Comcast to raise cable by 6" Verizon to raise cable by 1'-5"
26	11367N36917	No make ready required	No make ready required
27	11347N36917	No make ready required	No make ready required
28	11384N36924	No make ready required	No make ready required
29	11420N36923	No make ready required	No make ready required
30	11410N36921	No make ready required	No make ready required
31	11440N36926	No make ready required	Comcast to lower cable and span guy by 1'-0"
32	11459N36929	No make ready required	Comcast to lower cable by 10"
33	11466N36930	Re-dress drip loops to 28'-6"	No make ready required
34	11471N36931 VERIZON TAG #C11/4/C15	No make ready required	Comcast to lower cable and anchor guy by 1'-3" Verizon to lower cable by 1'-1" Verizon to lower cable and anchor guy by 11" Verizon to lower cable and anchor guy by 1'-0" <i>Fails pole loading analysis</i> Verizon to install proper guying
35	11484N36939	No make ready required	No make ready required
36	11498N36939	No make ready required	No make ready required

37	11517N36943	Re-Dress drip loops to 24'-4"	Comcast to lower cable and anchor guy by 11" Verizon to lower cable and anchor guy by 1'-0" Verizon to lower cable and anchor guy by 1'-0" <i>Fails pole loading analysis</i> Comcast to install proper guying
38	11539N36950	Raise secondary by 1'-3" to 28'-0" Raise neutral by 1'-7" to 27'-8" Raise service wire by 1'-3" to 27'-4" Re-dress secondary drip loops to 27'-0"	No make ready required
39	11541N36943	No make ready required	No make ready required
40	11554N36962 VERIZON POLE # 517TL/139	No make ready required Existing pole ground	No make ready required
41	11559N36955 VERIZON POLE # 517TL/139 1/2	No make ready required	No make ready required
42	11566N36984	No make ready required	No make ready required
43	11587N36991 VERIZON POLE #140 1/2/CI	No make ready required	Verizon to lower cable and anchor guy by 1'-3" Verizon to lower cable and anchor guy by 1'-0"
44	11592N36993	No make ready required	Comcast to lower cable by 1'-0"
45	11617N37005	No make ready required	No make ready required
46	11629N37012	No make ready required	No make ready required
47	11646N37019	No make ready required	No make ready required
48	11659N37026	No make ready required	Comcast to lower cable by 2'-10"
49	11677N37035	No make ready required	No make ready required
50	11685N37042	No make ready required	No make ready required
51	11695N37051	No make ready required	No make ready required
52	11701N37057	No make ready required	Comcast to lower cable by 1'-0"
53	11708N37067	No make ready required	No make ready required
54	11714N37074	No make ready required	No make ready required
55	11719N37080	Raise Street light Bracket by 3'-1" to 25'-0" (top thru bolt) Re-dress street light drip loop to 23'-7"	Comcast to lower cable by 1'-9"
56	11725N37090	No make ready required	No make ready required
57	11735N37101	No make ready required	Comcast to lower cable by 1'-0" Comcast to extend weather head by 1'-0"
58	11740N37107	Install a 2'-0" section of 3" PVC to extend secondary riser to 23'-3" Install a 2'-0" section of 3" U-Guard to extend secondary riser to 23'-3" Ground street light per spec 6-10-165-A	Comcast to lower cable by 1'-0"
59	11752N37122	No make ready required	No make ready required
60	11746N37122	Removed from application	Removed from application
61	11762N37134	No make ready required	No make ready required
62	11769N37144	No make ready required	No make ready required
63	11776N37152	Ground light per spec 6-10-165-B	No make ready required
64	11768N37159 VERIZON POLE #20	No make ready required	No make ready required
65	11760N37165	No make ready required	No make ready required
66	11787N37143	Ground street light per spec 6-10-165-A	Comcast to lower cable by 1'-0" Verizon to lower cable by 1'-0"
67	11806N37127	Raise street light feed by 2'-0" to 27'-8" (mid-span) Ground street light per spec 6-10-165-A	No make ready required
68	11816N37118	Removed un-authorized arealight Resag streetlight-feed going back to previous pole	No make ready required
69	11825N37111	Replace existing 40-3 pole with new 45-2 pole Transfer all existing facilities and equipment per spec 6-05-10B	Comcast to transfer cable on to new pole at 21'-0" Verizon to transfer cable on to new pole at 20'-0" Verizon to transfer cable and anchor guy on new pole 19'-6"
70	11804N37107 VERIZON POLE #160	No make ready required	No make ready required
71	11848N37114 VERIZON POLE #163	No make ready required	Comcast to lwer cable by 1'-9"
72	11856N37114 VERIZON POLE #164	Raise overhead service by 7" to 28'-0" Re-dress secondary drip loops to 27'-8"	Avis Boro to raise street light duplex by 2'-8" Avis Boro to re-dress drip loops to 25'-8" Verizon to replace existing 30-5 pole with new 35-2 pole Comcast to transfer cable and span guy to new pole at 20'-0" Verizon to transfer cable to new pole at 19'-0" Verizon to transfer cable to new pole at 18'-6"
73	11880N37119 VERIZON POLE #1-9	Transfer all existing equipment and facilities	Avis Boro to raise cable by 3'-10"
74	11888N37119	No make ready required	
75	11902N37121 VERIZON POLE #NT	Re-dress top drip loop o 26'-6" Raise street light by 1'-0" to 25'-7" (top bolt)	Verizon to lower cable by 8"
76	12118N37153	No make ready required	No make ready required
77	11954N37127 VERIZON POLE #172	No make ready required	No make ready required

78	11966N37129 VERIZON POLE #173	Raise top secondary dead-end by 1'-6" to 27'-8" Raise bottom secondary dead-end by 1'-3" to 26'-8" Install 1'-0" of U-guard to each service riser to extend both risers to 25'-2" Re-dress power drip loops to 22'-1"	Avis Boro to re-dress streetlight feed drip loop to 22'-1"
79	11988N37132 VERIZON POLE #175	Raise secondary by 2'-0" to 29'-10"	Avis Boro to raise cable by 3'-10"
80	11997N37133 VERIZON POLE #176	Re-dress secondary drip loops to 27'-0"	Verizon to lower cable by 8"
81	12003N37134	Re-dress secondary drip loops to 27'-1"	No make ready required
82	12010N37134 VERIZON POLE #178	Re-dress secondary drip loops to 24'-4"	No make ready required
83	12074N37144 VERIZON POLE #183	No make ready required	No make ready required
84	12014N37135 VERIZON POLE NT	Re-dress secondary drip loops to 27'-0"	No make ready required
85	12174N37250	Removed from application	Removed from application
86	12110N37150 VERIZON POLE # 186	No make ready required	No make ready required
87	12144N37164 VERIZON POLE #189	Raise secondary by 3'-2" to 25'-9" Install a 2'-0" section of 4" PVC U-Guard to raise secondary riser to 23'-9" Raise overhead service by 3'-0" to 25'-3"	No make ready required
88	12154N37168 VERIZON TAG # 517	Raise secondary by 1'-9" to 28'-0" Raise overhead services by 1'-10" to 27'-8" Re-dress drip loops to 27'-4"	No make ready required
89	12166N37173	No make ready required	<i>Fails pole loading analysis</i> Comcast to install proper guying
90	12172N37209	Removed from application	Removed from application
91	12196N37198	Raise secondary by 1'-0" to 26'-2"	Comcast to lower cable and anchor guy by 1'-4" Verizon to lower anchor guy by 1'-5" Verizon to lower cable by 5"
92	12207N37200 VERIZON POLE # 198	No make ready required	Comcast to lower cable and anchor guy by 1'-10" Verizon to lower cable by 8"
93	12225N37208 VERIZON POLE #1	No make ready required	No make ready required
94	12239N37211	No make ready required	No make ready required
95	12239N37211	Removed from application	Removed from application
96	12274N37250	POLE REMOVED FROM DESIGN BY APPLICANT 9/28/2017	Removed from design
97	12284N37277	No make ready required	No make ready required
98	12309N37264	No make ready required	No make ready required
99	12316N37267	No make ready required	No make ready required
100	12330N37280	No make ready required	No make ready required
101	12338N37290	No make ready required	No make ready required
102	12343N37296	No make ready required	Jersey Shore School District to lower cable by 2'-0" Verizon to lower span guy by 1'-11" Verizon to lower cable and anchor guy by 1'-5" Verizon to lower cable and anchor guy by 7"
103	12348N37304	No make ready required	No make ready required
104	12363N37310	Pole Removed from design by Applicant 8/17/2017	Removed from application
105	12382N37337	No make ready required	No make ready required

Client	PPL-Electric Utilities	Date:	6/22/2017
Project Title	Telecomm Make-Ready Request		
County, Municipality	Avis Boro & Pine Creek Twp, Clinton Co		
New Attacher	Zito Canton, LLC	PPL App Number	204363
Job Name	Clinton Co PSAP (107-79 -106-81)	PPL WR Number	15068270
Job Location	2279 Woodward Ave, Lock Haven, PA 17745	PPL WO Number	58204686

Once the telecomm attachments have been either, raised or transferred they are required to be re-sagged.

Note: The position on the pole refers to the position of the utility from top (1) to bottom

PPL POLE #	POLE LOCATION	UTILITY	POSITION ON POLE	CURRENT HEIGHT	ADJUSTMENT	FINAL HEIGHT
10762N36777 VERIZON TAG #16	S/S of Woodward Ave (SR0150), 1st Pole W/O Decadence Dr	Zito Canton	New Attacher	-	-	24'-10" (Ex. Bolt Hole)
10762N36777 VERIZON TAG #16	S/S of Woodward Ave (SR0150), 1st Pole W/O Decadence Dr	Comcast	1st (W/ SG)	26'-0"	-	23'-10"
10762N36777 VERIZON TAG #16	S/S of Woodward Ave (SR0150), 1st Pole W/O Decadence Dr	Verizon	2nd	24'-10"	Lower by 2'-0"	22'-10"
10758N36784	N/S of Woodward Ave (SR0150), 1st Pole W/O Decadence Dr	Zito Canton	New Attacher (SG & AG)	-	-	22'-7"
10779N36789	S/S of Woodward Ave (SR0150), 1st Pole E/O Decadance Dr	Zito Canton	New Attacher	-	-	21'-9"
10785N36792 VERIZON TAG #18	S/S of Woodward Ave (SR0150), 2nd Pole E/O Decadence Dr	Zito Canton	New Attacher	-	-	25'-8"
10793N36798	S/S of Woodward Ave (SR0150), 3rd Pole E/O Decadence Dr	Zito Canton	New Attacher	-	-	22'-8"
10811N36812	S/S of Woodward Ave (SR0150), 2nd Pole E/O Church Hill Ct	Zito Canton	New Attacher (W/ SG)	-	-	25'-11"
10831N36820	S/S OF Woodward Ave (SR0150), 1st Pole E/O Church Hill Ct	Zito Canton	New Attacher	-	-	24'-2"
10950N36867 VERIZON POLE #27	S/S of Woodward Ave (SR0150), 4th Pole E/O Barton Ln	Zito Canton	New Attacher (W/ AG)	-	-	22'-8"
10970N36870 VERIZON POLE #28	S/S of Woodward Ave (SR0150), 3rd Pole E/O Barton Ln	Zito Canton	-	-	-	23'-3" (Ex. Bolt Hole)
10970N36870 VERIZON POLE #28	S/S of Woodward Ave (SR0150), 3rd Pole E/O Barton Ln	Comcast	1st	23'-3"	Lower by 1'-0"	22'-3" (Ex. Bolt Hole)
10970N36870 VERIZON POLE #28	S/S of Woodward Ave (SR0150), 3rd Pole E/O Barton Ln	Verizon	2nd	23'-3"	Lower by 0'-11"	21'-4"
10970N36870 VERIZON POLE #28	S/S of Woodward Ave (SR0150), 3rd Pole E/O Barton Ln	Verizon	3rd	21'-0"	Lower by 0'-8"	20'-4"
10990N36875 VERIZON POLE #29	S/S of Woodward Ave (SR0150), 2nd Pole E/O Barton Ln	Verizon	Pole Owner	40-3	Pole Replacement	45-2
10990N36875 VERIZON POLE #29	S/S of Woodward Ave (SR0150), 2nd Pole E/O Barton Ln	Zito Canton	New Attacher (W/ SG)	-	-	22'-0"
10990N36875 VERIZON POLE #29	S/S of Woodward Ave (SR0150), 2nd Pole E/O Barton Ln	Comcast	1st	21'-0"	Transfer to New Pole at	21'-0"
10990N36875 VERIZON POLE #29	S/S of Woodward Ave (SR0150), 2nd Pole E/O Barton Ln	Verizon	2nd (Anchor Guy)	20'-4"	Transfer to New Pole at	20'-0"
10990N36875 VERIZON POLE #29	S/S of Woodward Ave (SR0150), 2nd Pole E/O Barton Ln	Verizon	2nd (Span Guy)	20'-4"	Transfer to New Pole at	20'-0"
10990N36875 VERIZON POLE #29	S/S of Woodward Ave (SR0150), 2nd Pole E/O Barton Ln	Verizon	3rd	19'-3"	Transfer to New Pole at	19'-0"
10990N36875 VERIZON POLE #29	S/S of Woodward Ave (SR0150), 2nd Pole E/O Barton Ln	Verizon	4th	17'-10"	Transfer to New Pole at	18'-0"

10993N36883 VERIZON POLE # NT	N/S of Woodward Ave (SR0150), 1ST Pole E/O Barton Ln	Zito Canton	New Attacher (W/ AG)	-	-	13'-3"
11025N36880	S/S of Woodward Ave (SR0150), 1st Pole E/O Barton Ln	Zito Canton	New Attacher (W/ AG)	-	-	21'-0"
11145N36892	S/S of Woodward Ave (SR0150), 2nd Pole W/O Island Rd	Zito Canton	New Attacher	-	-	22'-0"/21'-6"
11145N36892	S/S of Woodward Ave (SR0150), 2nd Pole W/O Island Rd	Zito Canton	New Attacher (Span Guy)	-	-	21'-6"
11137N36882	S/S of Island Rd, 1st Pole W/O Ex Pole 11137N36882	Zito Canton	New Attacher (Span Guy)	-	-	18'-6"
11143N36885 VERIZON TAG #18	S/S of Island Rd, 1st Pole W/O Ex Pole 11170N36891	Zito Canton	New Attacher	-	-	24'-2"/23'-10"
11143N36885 VERIZON TAG #18	S/S of Island Rd, 1st Pole W/O Ex Pole 11170N36891	Zito Canton	New Attacher (Span Guy)	-	-	23'-10" (Ex. Bolt Hole)
11143N36885 VERIZON TAG #18	S/S of Island Rd, 1st Pole W/O Ex Pole 11170N36891	Comcast	1st	23'-10"	Lower by 1'-0"	22'-10"
11143N36885 VERIZON TAG #18	S/S of Island Rd, 1st Pole W/O Ex Pole 11170N36891	Verizon	2nd	22'-6"	Lower by 0'-10"	21'-8" (Ex. Bolt Hole)
11143N36885 VERIZON TAG #18	S/S of Island Rd, 1st Pole W/O Ex Pole 11170N36891	Verizon	3rd (W/ SG)	21'-8"	-	21'-2"
11170N36891 VERIZON POLE #C5-17	S/S of Island Rd, 1st Pole W/O Ex Pole 11170N36891	Zito Canton	New Attacher	-	-	23'-3"
11191N36901	S/S of Woodward Ave (SR0150), 1st Pole W/O Greico Dr	Zito Canton	New Attacher	-	-	25'-6"
11191N36901	S/S of Woodward Ave (SR0150), 1st Pole W/O Greico Dr	Comcast	<i>Fails Pole Loading Analysis</i> Per PPL Request: Install proper guying			
11212N36901	S/S of Woodward Ave (SR0150), 1st Pole E/O Greico Dr	Zito Canton	New Attacher	-	-	24'-8"
11231N36902	S/S of Woodward Ave (SR0150), 2nd Pole E/O Greico Dr	Zito Canton	New Attacher	-	-	23'-9"
11251N36907 VERIZON TAG #14	S/S of Woodward Ave (SR0150), 3rd Pole E/O Greico Dr	Zito Canton	New Attacher	-	-	24'-0" (Ex. Bolt Hole)
11251N36907 VERIZON TAG #14	S/S of Woodward Ave (SR0150), 3rd Pole E/O Greico Dr	Comcast	1st	24'-0"	Lower by 1'-1"	22'-11" (Ex. Bolt Hole)
11251N36907 VERIZON TAG #14	S/S of Woodward Ave (SR0150), 3rd Pole E/O Greico Dr	Verizon	2nd	22'-11"	Lower by 1'-0"	21'-11"
11271N36906	S/S of Woodward Ave (SR0150), 2nd Pole W/O Maple St	Zito Canton	New Attacher	-	-	24'-9"
11271N36906	S/S of Woodward Ave (SR0150), 2nd Pole W/O Maple St	Comcast	1st	26'-5"	Lower by 2'-8"	23'-9"
11271N36906	S/S of Woodward Ave (SR0150), 2nd Pole W/O Maple St	Verizon	2nd	25'-6"	Lower by 2'-9"	22'-9"
11290N36907	S/S of Woodward Ave (SR0150), 1st Pole W/O Maple St	Zito Canton	New Attacher	-	-	22'-8"
11305N36913 VERIZON TAG # 12	S/S of Woodward Ave (SR0150), 1st Pole E/O Maple St	Zito Canton	New Attacher (W/ AG)	-	-	23'-8"
11305N36913 VERIZON TAG # 12	S/S of Woodward Ave (SR0150), 1st Pole E/O Maple St	Comcast	1st	23'-2"	Lower by 0'-6"	22'-8"
11305N36913 VERIZON TAG # 12	S/S of Woodward Ave (SR0150), 1st Pole E/O Maple St	Verizon	2nd (W/ SG)	22'-4"	Lower by 0'-8"	21'-0"

11332N36910 VERIZON TAG # 11	S/S of Woodward Ave (SR0150), 2nd Pole W/O Spong Hollow Rd	Zito Canton	New Attacher	-	-	23'-0"
11332N36910 VERIZON TAG # 11	S/S of Woodward Ave (SR0150), 2nd Pole W/O Spong Hollow Rd	Comcast	1st	21'-6"	Raise by 0'-6"	22'-0"
11332N36910 VERIZON TAG # 11	S/S of Woodward Ave (SR0150), 2nd Pole W/O Spong Hollow Rd	Verizon	2nd	19'-7"	Raise by 1'-5"	21'-0"
11367N36917	S/S of Woodward Ave (SR0150), 1st Pole W/O Bucktail Ave	Zito Canton	New Attacher (W/ AG)	-	-	25'-2"
11347N36917	S/S of Woodward Ave (SR0150), 1st Pole W/O Bucktail Ave	Zito Canton	New Attacher (W/ AG)	-	-	25'-6"
11384N36924	S/S of Woodward Ave (SR0150), 1st Pole E/O Bucktail Ave	Zito Canton	New Attacher	-	-	25'-6"
11420N36923	S/S of Woodward Ave (SR0150), 2nd Pole E/O Bucktail Ave	Zito Canton	New Attacher	-	-	24'-0"
11420N36923	S/S of Woodward Ave (SR0150), 2nd Pole E/O Bucktail Ave	Zito Canton	<i>Fails Pole Loading Analysis</i> Per PPL Request: Install proper guying			
11410N36921	S/S of Woodward Ave (SR0150), 3rd Pole E/O Bucktail Ave	Zito Canton	New Attacher	-	-	24'-3"
11440N36926	S/S of Woodward Ave (SR0150), 4th Pole E/O Bucktail Ave	Zito Canton	New Attacher	-	-	21'-9" (Ex. Bolt Hole)
11440N36926	S/S of Woodward Ave (SR0150), 4th Pole E/O Bucktail Ave	Comcast	1st (W/ SG)	21'-9"	Lower by 1'-0"	20'-9"
11459N36929	S/S of Woodward Ave (SR0150), 3rd Pole W/O Clair Rd	Zito Canton	New Attacher	-	-	24'-6" (Ex. Bolt Hole)
11459N36929	S/S of Woodward Ave (SR0150), 3rd Pole W/O Clair Rd	Comcast	1st	24'-6"	Lower by 0'-10"	23'-8"
11466N36930	S/S of Woodward Ave (SR0150), 2nd Pole W/O Clair Rd	Zito Canton	New Attacher	-	-	24'-10"
11466N36930	S/S of Woodward Ave (SR0150), 2nd Pole W/O Clair Rd	Zito Canton	<i>Fails Pole Loading Analysis</i> Per PPL Request: Install proper guying			
11471N36931 VERIZON TAG #C11/4/C15	S/S of Woodward Ave (SR0150), 1st Pole W/O Clair Rd	Zito Canton	New Attacher (W/ AG)	-	-	22'-2" (Ex. Bolt Hole)
11471N36931 VERIZON TAG #C11/4/C15	S/S of Woodward Ave (SR0150), 1st Pole W/O Clair Rd	Comcast	1st (W/ AG)	22'-2"	Lower by 1'-3"	20'-11" (Ex. Bolt Hole)
11471N36931 VERIZON TAG #C11/4/C15	S/S of Woodward Ave (SR0150), 1st Pole W/O Clair Rd	Verizon	2nd	20'-11"	Lower by 1'-1"	19'-10" (Ex. Bolt Hole)
11471N36931 VERIZON TAG #C11/4/C15	S/S of Woodward Ave (SR0150), 1st Pole W/O Clair Rd	Verizon	3rd (W/ AG)	19'-10"	Lower by 0'-11"	18'-11"
11471N36931 VERIZON TAG #C11/4/C15	S/S of Woodward Ave (SR0150), 1st Pole W/O Clair Rd	Verizon	4th	18'-11"	Lower by 1'-0"	17'-11"
11471N36931 VERIZON TAG #C11/4/C15	S/S of Woodward Ave (SR0150), 1st Pole W/O Clair Rd	Verizon	<i>Fails Pole Loading Analysis</i> Per PPL Request: Install proper guying			
11484N36939	S/S of Woodward Ave (SR0150), 1st Pole E/O Clair Rd	Zito Canton	New Attacher	-	-	23'-5"
11498N36939	S/S of Woodward Ave (SR0150), 2nd Pole E/O Clair Rd	Zito Canton	New Attacher	-	-	22'-7"

11517N36943	S/S of Woodward Ave (SR0150), 3rd Pole E/O Clair Rd	Zito Canton	New Attacher (W/ AG)	-	-	20'-4" (Ex. Bolt Hole)
11517N36943	S/S of Woodward Ave (SR0150), 3rd Pole E/O Clair Rd	Comcast	1st (W/ AG)	20'-4"	-	19'-5" (Ex. Bolt Hole)
11517N36943	S/S of Woodward Ave (SR0150), 3rd Pole E/O Clair Rd	Verizon	2nd (W/ AG)	19'-5"	-	18'-5" (Ex. Bolt Hole)
11517N36943	S/S of Woodward Ave (SR0150), 3rd Pole E/O Clair Rd	Verizon	3rd (W/ AG)	18'-5"	-	17'-5"
11517N36943	S/S of Woodward Ave (SR0150), 3rd Pole E/O Clair Rd	Comcast	<i>Fails Pole Loading Analysis</i> Per PPL Request: Install proper guying			
11539N36950	S/S of Woodward Ave (SR0150), 4th Pole W/O Mt View St	Zito Canton	New Attacher	-	-	23'-5"
11541N36943	S/S of Woodward Ave (SR0150), 3rd Pole W/O Mt View St	Zito Canton	New Attacher	-	-	15'-6"
11554N36962 VERIZON POLE # 517TL/139	n/S of Woodward Ave (SR0150), 1st Pole W/O Mt View St	Zito Canton	New Attacher (W/ SG)	-	-	29'-5"
11554N36962 VERIZON POLE # 517TL/139	n/S of Woodward Ave (SR0150), 1st Pole W/O Mt View St	Zito Canton	New Attacher	-	Bond Messenger to Pole Ground	-
11559N36955 VERIZON POLE # 517TL/139 1/2	S/S of Woodward Ave (SR0150), 2nd Pole W/O Mt View St	Zito Canton	New Attacher (W/ AG)	-	-	24'-7"
11566N36984	N/S of T480, 1st Pole W/O Gravel Hill Rd	Zito Canton	New Attacher (W/ AG)	-	-	24'-0"
11587N36991 VERIZON POLE #140 1/2/CI	S/S of T480, 3rd Pole W/O Serenity Ln	Zito Canton	New Attacher (W/ AG)	-	-	23'-11" (Ex. Bolt Hole)
11587N36991 VERIZON POLE #140 1/2/CI	S/S of T480, 3rd Pole W/O Serenity Ln	Verizon	1st (W/ AG)	23'-11"	-	22'-8" (Ex. Bolt Hole)
11587N36991 VERIZON POLE #140 1/2/CI	S/S of T480, 3rd Pole W/O Serenity Ln	Verizon	2nd (W/ AG)	22'-8"	-	21'-8"
11592N36993	S/S of T480, 2nd Pole W/O Serenit Ln	Zito Canton	New Attacher	-	-	24'-10" (Ex. Bolt Hole)
11592N36993	S/S of T480, 2nd Pole W/O Serenit Ln	Comcast	1st	24'-10"	Lower by 1'-0"	23'-10"
11617N37005	S/S of T480, 1st Pole W/O Serenity Ln	Zito Canton	New Attacher	-	-	21'-11"
11629N37012	S/S of T480, 1st Pole E/O Serenity Ln	Zito Canton	New Attacher	-	-	20'-11"
11646N37019	S/S of T480, 2nd Pole E/O Serenity Ln	Zito Canton	New Attacher	-	-	21'-6"
11659N37026	S/S of T480, 3rd Pole E/O Serenity Ln	Zito Canton	New Attacher	-	-	21'-1"
11659N37026	S/S of T480, 3rd Pole E/O Serenity Ln	Comcast	1st	22'-11"	Lower by 2'-10"	20'-1"
11677N37035	S/S of T480, 4th Pole E/O Serenity Ln	Zito Canton	New Attacher	-	-	24'-9"
11685N37042	S/S of T480, 4th Pole W/O Bond St	Zito Canton	New Attacher (W/ AG)	-	-	23'-5"
11695N37051	S/S of T480, 3rd Pole W/O Bond St	Zito Canton	New Attacher	-	-	21'-11"
11701N37057	S/S of T480, 2nd Pole W/O Bond St	Zito Canton	New Attacher	-	-	20'-6" (Ex. Bolt Hole)
11701N37057	S/S of T480, 2nd Pole W/O Bond St	Comcast	1st	20'-6"	Lower by 1'-0"	19'-6"

11708N37067	E/S of T480, 1st Pole N/O Bond St	Zito Canton	New Attacher	-	-	22'-0"
11714N37074	E/S of T480, 1st Pole S/O Bond St	Zito Canton	New Attacher	-	-	22'-9"
11719N37080	E/S of T480, 1st Pole N/O W. Highland St	Zito Canton	New Attacher	-	-	20'-2"
11719N37080	E/S of T480, 1st Pole N/O W. Highland St	Comcast	1st	20'-11"	Lower by 1'-9"	19'-2"
11725N37090	E/S of T480, 2nd Pole N/O W. Highland St	Zito Canton	New Attacher	-	-	20'-10"
11735N37101	E/S of T480, 3rd Pole N/O W. Highland St	Zito Canton	New Attacher	-	-	19'-11" (Ex. Bolt Hole)
11735N37101	E/S of T480, 3rd Pole N/O W. Highland St	Comcast	1st	19'-11"	Lower by 1'-0"	18'-11"
11735N37101	E/S of T480, 3rd Pole N/O W. Highland St	Comcast	Weatherhead	22'-8"	Raise by 1'-0"	23'-8"
11740N37107	E/S of T480, 1st Pole N/O Ross St	Zito Canton	New Attacher	-	-	19'-9" (Ex. Bolt Hole)
11740N37107	E/S of T480, 1st Pole N/O Ross St	Comcast	1st	19'-9"	Lower by 1'-0"	18'-9" (Back)
11752N37122	E/S of T480, 2nd Pole N/O Ross St	Zito Canton	New Attacher	-	-	21'-4"
11762N37134	E/S of T480, 1st Pole N/O Short St	Zito Canton	New Attacher	-	-	23'-10"
11769N37144	E/S of T480, 2nd Pole N/O Short St	Zito Canton	New Attacher	-	-	23'-1"
11776N37152	E/S of T480, 1st Pole N/O Rich St	Zito Canton	New Attacher (W/ AG)	-	-	20'-1"
11776N37152	E/S of T480, 1st Pole N/O Rich St	Zito Canton	New Attacher (W/ SG)	-	-	20'-5"
11768N37159 VERIZON POLE #20	N/S of Rich St, 1st Pole W/O Prospect Ave	Zito Canton	New Attacher (Span Guy)	-	-	20'-7"
11760N37165	N/S of Rich St, 2nd Pole W/O Prospect Ave	Zito Canton	New Attacher (Span Guy)	-	-	15'-6"
11787N37143	N/S of Rich St, 2nd Pole E/O Prospect Ave	Zito Canton	New Attacher (W/ AG)	-	-	20'-2" (Ex. Bolt Hole)
11787N37143	N/S of Rich St, 2nd Pole E/O Prospect Ave	Comcast	1st	20'-2"	Lower by 1'-0"	19'-2" (Ex. Bolt Hole)
11787N37143	N/S of Rich St, 2nd Pole E/O Prospect Ave	Verizon	2nd	19'-2"	Lower by 1'-0"	18'-2"
11806N37127	N/S of Rich St, 1st Pole E/O Grove St	Zito Canton	New Attacher	-	-	22'-4"
11816N37118	N/S of Rich St, 2nd Pole E/O Prospect Ave	Zito Canton	New Attacher	-	-	19'-6"

11825N37111	N/S of Rich St, 1st Pole E/O Rear Grove St	Zito Canton	New Attacher	-	-	22'-4"/22'-0"
11825N37111	N/S of Rich St, 1st Pole E/O Rear Grove St	Zito Canton	New Attacher (Anchor Guy)	-	-	22'-0"
11825N37111	N/S of Rich St, 1st Pole E/O Rear Grove St	Comcast	1st	20'-11"	Transfer to New Pole at	21'-0"
11825N37111	N/S of Rich St, 1st Pole E/O Rear Grove St	Verizon	2nd	19'-10"	Transfer to New Pole at	20'-0"
11825N37111	N/S of Rich St, 1st Pole E/O Rear Grove St	Verizon	3rd (W/ AG)	19'-4"	Transfer to New Pole at	19'-6"
11804N37107 VERIZON POLE #160	N/S of Central Ave Exd, 2nd Pole W/O Ric St	Zito Canton	New Attacher	-	-	15'-6"
11848N37114 VERIZON POLE #163	N/S of West Central Ave (SR1016) ,2nd Pole E/O Rich St	Zito Canton	New Attacher	-	-	21'-4"
11848N37114 VERIZON POLE #163	N/S of West Central Ave (SR1016) ,2nd Pole E/O Rich St	Comcast	1st	22'-1"	Lower by 1'-9"	20'-4"
11856N37114 VERIZON POLE #164	N/S of West Central Ave (SR1016) ,3rd Pole E/O Rich St	Zito Canton	New Attacher	-	-	22'-4"
11856N37114 VERIZON POLE #164	N/S of West Central Ave (SR1016) ,3rd Pole E/O Rich St	Avis Boro	Street Light Feed (Duplex)	23'-4"	Raise by 2'-8"	26'-0"
11856N37114 VERIZON POLE #164	N/S of West Central Ave (SR1016) ,3rd Pole E/O Rich St	Avis Boro	Drip Loops	-	Re-dress	25'-8"
11880N37119 VERIZON POLE #1-9	N/S of West Central Ave (SR1016) ,2nd Pole E/O Fox St	Verizon	Pole Owner	30-5	Pole Replacement	35-2
11880N37119 VERIZON POLE #1-9	N/S of West Central Ave (SR1016) ,2nd Pole E/O Fox St	Zito Canton	New Attacher	-	-	21'-0"
11880N37119 VERIZON POLE #1-9	N/S of West Central Ave (SR1016) ,2nd Pole E/O Fox St	Comcast	1st (W/ SG)	20'-6"	Transfer to New Pole at	20'-0"
11880N37119 VERIZON POLE #1-9	N/S of West Central Ave (SR1016) ,2nd Pole E/O Fox St	Verizon	2nd	18'-4"	Transfer to New Pole at	19'-0"
11880N37119 VERIZON POLE #1-9	N/S of West Central Ave (SR1016) ,2nd Pole E/O Fox St	Verizon	3rd	17'-5"	Transfer to New Pole at	18'-6"
11888N37119	N/S of West Central Ave (SR1016) ,2nd Pole W/O Linn Alley	Zito Canton	New Attacher	-	-	21'-1"
11888N37119	N/S of West Central Ave (SR1016) ,2nd Pole W/O Linn Alley	Avis Boro	Street Light Feed (Duplex)	22'-1"	Raise by 3'-10"	25'-11"
11902N37121 VERIZON POLE #NT	N/S of West Central Ave (SR1016) ,1st Pole E/O Linn Alley	Zito Canton	New Attacher	-	-	20'-6"
11902N37121 VERIZON POLE #NT	N/S of West Central Ave (SR1016) ,1st Pole E/O Linn Alley	Verizon	1st	20'-2"	Lower by 0'-8"	19'-6"
12118N37153	N/S of West Central Ave (SR1016) ,1st Pole W/O Myrtle Alley	Zito Canton	New Attacher	-	-	22'-0"
11954N37127 VERIZON POLE #172	N/S of West Central Ave (SR1016) ,1st Pole W/O Myrtle Alley	Zito Canton	New Attacher	-	-	22'-0"
11966N37129 VERIZON POLE #173	N/S of West Central Ave (SR1016) ,1st Pole E/O Myrtle Alley	Zito Canton	New Attacher	-	-	18'-9"
11966N37129 VERIZON POLE #173	N/S of West Central Ave (SR1016) ,1st Pole E/O Myrtle Alley	Avis Boro	Street Light Feed	18'-3"	Re-dress drip Loop	22'-1"
11988N37132 VERIZON POLE #175	N/S of East Central Ave (SR1016) ,1st Pole E/O Brady St	Zito Canton	New Attacher	-	-	24'-8"
11988N37132 VERIZON POLE #175	N/S of East Central Ave (SR1016) ,1st Pole E/O Brady St	Avis Boro	Street Light Feed (Duplex)	24'-4"	Raise by 3'-10"	28'-2"
11997N37133 VERIZON POLE #176	N/S of East Central Ave (SR1016) ,2nd Pole E/O Brady St	Zito Canton	New Attacher	-	-	23'-0"
11997N37133 VERIZON POLE #176	N/S of East Central Ave (SR1016) ,2nd Pole E/O Brady St	Verizon	1st (Service)	23'-2"	Lower by 0'-8"	22'-6"

12003N37134	N/S of East Central Ave (SR1016) ,1st Pole W/O Purslane Alley	Zito Canton	New Attacher	-	-	23'-9"
12010N37134 VERIZON POLE #178	N/S of East Central Ave (SR1016) ,1st Pole E/O Purslane Alley	Zito Canton	New Attacher	-	-	24'-0"
12074N37144 VERIZON POLE #183	N/S of East Central Ave (SR1016) ,1st Pole W/O Boulevard Ave	Zito Canton	New Attacher	-	-	24'-1"
12014N37135 VERIZON POLE NT	N/S of East Central Ave (SR1016) ,1st Pole W/O Washington St	Zito Canton	New Attacher	-	-	23'-2"
12110N37150 VERIZON POLE # 186	N/S of East Central Ave (SR1016) ,1st Pole W/O 1st St	Zito Canton	New Attacher (W/ AG)	-	-	22'-4"
12144N37164 VERIZON POLE #189	N/S of East Central Ave (SR1016) ,1st Pole W/O Spring St	Zito Canton	New Attacher	-	-	19'-4"
12154N37168 VERIZON TAG # 517	N/S of East Central Ave (SR1016) ,1st Pole E/O Spring St	Zito Canton	New Attacher	-	-	23'-8"
12166N37173	N/S of East Central Ave (SR1016) ,1st Pole E/O Shawn St	Zito Canton	New Attacher	-	-	18'-8"
12166N37173	N/S of East Central Ave (SR1016) ,1st Pole E/O Shawn St	Comcast	<i>Fails Pole Loading Analysis</i> Per PPL Request: Install proper guying			
12196N37198	N/S of East Central Ave (behind property) ,1st Pole E/O 3rd St	Zito Canton	New Attacher (W/ AG)	-	-	20'-10"
12196N37198	N/S of East Central Ave (behind property) ,1st Pole E/O 3rd St	Comcast	1st (W/ AG)	21'-2"	-	19'-10" (Ex. Bolt Hole)
12196N37198	N/S of East Central Ave (behind property) ,1st Pole E/O 3rd St	Verizon	2nd (Anchor Guy)	19'-10"	Lower by 1'-5"	18'-5"
12196N37198	N/S of East Central Ave (behind property) ,1st Pole E/O 3rd St	Verizon	3rd	18'-10"	Lower by 0'-5"	18'-5"
12207N37200 VERIZON POLE # 198	N/S of East Central Ave (behind property) ,2nd Pole E/O 3rd St	Zito Canton	New Attacher (W/ AG)	-	-	20'-0"
12207N37200 VERIZON POLE # 198	N/S of East Central Ave (behind property) ,2nd Pole E/O 3rd St	Comcast	1st (W/ AG)	20'-10"	-	19'-0"
12207N37200 VERIZON POLE # 198	N/S of East Central Ave (behind property) ,2nd Pole E/O 3rd St	Verizon	2nd	18'-8"	Lower by 0'-8"	18'-0"
12225N37208 VERIZON POLE #1	N/S of East Central Ave (behind property) ,1st Pole E/O 4th St	Zito Canton	New Attacher	-	-	19'-0"
12239N37211	N/S of East Central Ave (behind property) , 3rd Pole E/O 4th St	Zito Canton	New Attacher	-	-	19'-4"
12284N37277	W/O Appalachian Throughway (SR0220), 1st Pole N/O ex P#12274N37250	Zito Canton	New Attacher	-	-	30'-0"
12284N37277	W/O Appalachian Throughway (SR0220), 1st Pole N/O ex P#12274N37250	Zito Canton	New Attacher	-	-	29'-6"

12309N37264	E/O Appalachian Throughway (SR0220), 1st Pole N/E ex P#12274N37250	Zito Canton	New Attacher	-	-	39'-10"
12309N37264	E/O Appalachian Throughway (SR0220), 1st Pole N/E ex P#12274N37250	Zito Canton	New Attacher	-	-	38'-10"
12309N37264	E/O Appalachian Throughway (SR0220), 1st Pole N/E ex P#12274N37250	Zito Canton	New Attacher (Anchor Guy)	-	-	39'-4"
12316N37267	W/S of East Central Ave (SR1016), 4th Pole S/O Henry St	Zito Canton	New Attacher (W/ AG)	-	-	24'-7"
12330N37280	W/S of East Central Ave (SR1016), 3rd Pole S/O Henry St	Zito Canton	New Attacher (W/ AG)	-	-	26'-2"
12338N37290	W/S of East Central Ave (SR1016), 2nd Pole S/O Henry St	Zito Canton	New Attacher	-	-	32'-11"
12343N37296	W/S of East Central Ave (SR1016), 1st Pole S/O Henry St	Zito Canton	New Attacher	-	-	34'-6"
12343N37296	W/S of East Central Ave (SR1016), 1st Pole S/O Henry St	Jersey Shore School District	1st	35'-6"	Lower by 2'-0"	33'-6"
12343N37296	W/S of East Central Ave (SR1016), 1st Pole S/O Henry St	Verizon	2nd (Span Guy)	34'-11"	Lower by 1'-11"	33'-0"
12343N37296	W/S of East Central Ave (SR1016), 1st Pole S/O Henry St	Verizon	3rd (W/ AG)	34'-0"	-	32'-7" (Ex. Bolt Hole)
12343N37296	W/S of East Central Ave (SR1016), 1st Pole S/O Henry St	Verizon	4th (W/ AG)	32'-7"	-	32'-0"
12348N37304	W/S of Woodward Ave (SR1016), 1st Pole N/O Henry St	Zito Canton	New Attacher (W/ AG)	-	-	34'-8"
12382N37337	E/S of Woodward Ave (SR1016), 3rd Pole N/O Henry St	Zito Canton	New Attacher	-	-	25'-6"

ATTACHMENT B

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

ZITO CANTON, LLC,

Complainant,

v.

**PPL ELECTRIC UTILITIES
CORPORATION,**

Respondent.

**Proceeding No. 17-284
File No. EB-17-MD-005**

I, Ryan J. Yanek, declare as follows:

1. My name is Ryan J. Yanek. I am Project Manager ATBS, Distribution Asset Management, for PPL Electric Utilities Corporation.
2. PPL's process for accommodating new attachment requests has been applied successfully in a nondiscriminatory manner for four years to accommodate hundreds of attaching entities on PPL's poles.
3. I am not aware of anything that prohibits Zito from hiring its own contractor familiar with the National Electrical Safety Code ("NESC") and PPL's standards to decide which routes to select prior to submitting its attachment applications to PPL.
4. I am not aware of anything that prohibits Zito from accompanying PPL's contractor Katapult Engineering when the contractor is surveying the poles to which Zito seeks to attach, and PPL has never prohibited Zito from accompanying PPL's contractor.
5. On that survey, Zito could take its own measurements, provide any information Zito believes is relevant, propose any alternative attachment practice Zito may believe is

suitable, propose any solution Zito believes is warranted, and identify any pre-existing safety violation Zito believes another attacher should fix.

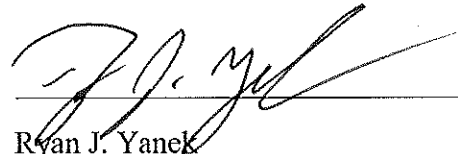
6. PPL has been and continues to be willing to consider any pre-attachment inspection data Zito might provide.
7. I do not know what Zito is referring to what it claims Zito is being improperly charged to correct pre-existing violations on PPL's poles.
8. PPL's mission is to provide reliable, safe energy at a reasonable cost to its customers, and its make-ready process was developed to ensure its standards and codes are followed in an efficient manner that enables PPL to meet FCC make-ready deadline commitments.
9. PPL's survey and design contractors and process have been in place for approximately four years and have not changed during the almost three-year period during which Zito has been submitting applications.
10. PPL's process has increased the consistency, accuracy and speed of data collection, resulting in a more efficient and reliable make-ready design process. The data collection process ensures that designers can spend their time at their workstations, rather than collecting data in the field. Photographs provide repeated and accurate measurements so that no one needs to go back into the field. The camera is calibrated at a high resolution and software calibrated with pictures so you can drag and take measurements. Measurable photographs allow for easy peer checks and additional reference during the design process which PPL and other utilities believe are superior to field notes and other methods of measurement. GPS coordinates are needed for quality control check to verify the pole in the field is the same as the pole in the records. The data collected allows attaching companies to find the poles and to do their make-ready work. Measurements are needed to check for electric and other NESC-required clearances. The heights and characteristics of the attachments are needed for pole loading analyses. And pole loading analyses are required to ensure the pole can handle the extra load caused by the proposed new attachment.
11. PPL does not mark up any of the cost for its contractors, but instead simply passes them through as a cost for the services rendered to support attacher requests to affix facilities to PPL's poles. All of PPL's attachers accept this process and have worked with it successfully for four years. Only Zito has filed a complaint.
12. PPL already has a system map that is overlaid with a considerable amount of information. None of this information comes from the pre-attachment inspection conducted as part of the attachment application process for Zito or any other attacher.

13. The reason PPL does not use this information is that make-ready process does not uniformly and systematically provide the consistent information about PPL's pole plant that is useful to PPL in a system map format. The same is true for PPL's inspection program, which requires a uniform, systematic process to complete all of the information required by the Pennsylvania Public Utility Commission ("PaPUC"), including a large amount of information that is not obtained in any event from the pre-attachment inspection process.
14. None of the information gathered from the pre-attachment inspection process is therefore used by PPL for either its mapping system or its PaPUC-mandated pole inspection program.
15. The only benefit I can think of to other attachers of PPL's survey and engineering process is that existing and future attachers get to attach to safe and reliable infrastructure.
16. PPL provided detailed information to Zito about the tasks performed during PPL's pre-attachment inspection process as part of the FCC-sponsored mediation between Zito and PPL.
17. In response to attachment requests from Zito and other attachers, PPL routinely raises or lowers existing attachments, guys or re-guys the pole to balance the load, and replaces poles where necessary.
18. Katapult Engineering, Osmose and HMI Technical Solutions, LLC (formerly Henkels and McCoy) got their contracts through a competitive bid process that included five contract firms, all to support the make-ready process.
19. PPL preferred Katapult's process for data collection, and liked both Osmose and HMI for the engineering duties. As a result, PPL is using both Osmose and HMI to fulfill its engineering needs and FCC make-ready deadline requirements. Each is assigned a different PPL territory, but each will fill in for the other if needed. And if any one of PPL's contractors is found wanting, PPL fires them.
20. Two other engineering firms have had their contracts revoked for performance reasons.
21. PPL stopped processing Zito's applications after Zito refused to pay for approximately \$350,000 in make-ready engineering expenses that Zito's applications forced PPL to incur. Zito filed a large number of applications to attach to a large number of PPL poles, and PPL responded appropriately by hiring contractors to perform the necessary make-ready engineering and design work. PPL passed through those costs to Zito without mark-up. After causing these survey and engineering costs to be incurred, it appears Zito decided to use another, less expensive way to reach its customers. After Zito found a

more economical means of building out its system, Zito refused to pay for the engineering it requested and canceled its applications.

22. PPL follows standard FERC accounting practices, which require reimbursement for make-ready survey and construction work to be credited back to the work order where the work was performed. This offsets the costs incurred by the utility to prepare the site for the communications attachment. Make-ready survey and construction costs that are offset by attacher payments are therefore not included in either the capital or expense accounts used to calculate formula rates.

I declare under penalty of perjury that the foregoing is true and correct.

By: 
Ryan J. Yanek
PPL Electric Utilities Corporation

Dated: November 20, 2017

ATTACHMENT C

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

ZITO CANTON, LLC,

Complainant,

v.

**PPL ELECTRIC UTILITIES
CORPORATION,**

Respondent.

**Proceeding No. 17-284
File No. EB-17-MD-005**

I, Brian D. Moyer, P.E., declare as follows:

1. My name is Brian D. Moyer, P.E. I am Supervising Engineer, Distribution Design, for PPL Electric Utilities Corporation.
2. I am a Professional Engineer licensed in the Commonwealth of Pennsylvania.
3. PPL performs a pole loading analysis on each pole when new attachments are proposed, and believes a pole loading analysis is unnecessary on every pole on structures that are not proposed to be modified, because the NESC requires an analysis of NESC compliance whenever new attachments are added but not otherwise.
4. The NESC requires that an existing structure must meet code requirements “where conductors or equipment is added, altered, or replaced on an existing structure” (NESC Rule 013B3).
5. The NESC also states that, “[e]xisting installations, including maintenance replacements, that currently comply with prior editions of the Code, need not be modified to comply” with the new version of the code (NESC Rule 013B2).

6. Osmose's LoadCalc software is intended for use as part of a pole inspection and maintenance program for existing poles that are subject to inspection and that do not have any new attachments proposed.
7. LoadCalc determines which poles in their current condition are candidates for reinforcement or replacement.
8. LoadCalc is not an engineering analysis designed for construction additions to those poles, such as new communications attachments.
9. It would not be prudent to make decisions on the safety of a structure based on "estimates" or "potential" results.
10. Instead, an engineering analysis based on accurate measurements and calculations is warranted for new attachment requests.
11. This is why many utilities perform pole loading studies on every pole to which attachment is sought.
12. Both boxing and extension arms make it more difficult and potentially hazardous for climbers to access the pole.
13. Boxing results in two sides of a pole having wire attachments, which obstructs the climbing space.
14. Extension arms extend beyond the vertical space on the pole thus creating a climbing hazard and raising the possibility that someone falling from a pole could get caught on that extension arm on the way down.
15. These boxing and extension arm climbing obstructions are more problematic during storm restoration work when it is more likely that poles will be climbed.
16. Boxing makes it more difficult to change-out (i.e., replace) poles. Replacing the pole and transferring the attachments is relatively easy if the attachments are located on only one side of a pole, since the new pole can easily be installed next to the one to be replaced. With boxing, however, the new pole must be inserted between the wires on both sides of the existing pole. This procedure is more costly and time consuming, creates safety hazards and risks damaging the communications facilities that are currently attached.
17. Extension arms cause pole loading concerns. The cantilever effect of extension arms projecting out from the pole results in an extraordinary amount of weight and load being concentrated in a specific area.

18. Extension arms may be used only to achieve horizontal clearances, and do not remedy vertical clearance violations.
19. Double wood conditions, in which a replaced pole remains next to the newly-installed pole, are widely regarded as eyesores that are unacceptable to many cities and states.
20. PPL's specifications allow pole top extensions to be installed only rarely. They are usually installed to remedy a conductor uplift problem, where a newly replaced pole is too tall for the next adjacent pole in line, or to make repairs to a damaged or deteriorated pole top.
21. When a pole top extension is installed to increase the pole height, the raising of the attachments results in an increased load on the existing structure, thereby reducing the amount of attachments the pole can support from a loading standpoint.

I declare under penalty of perjury that the foregoing is true and correct.

By: Brian D. Moyer

Brian D. Moyer, P.E.
PPL Electric Utilities Corporation

Dated: November 20, 2017

ATTACHMENT D

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

ZITO CANTON, LLC,

Complainant,

v.

**PPL ELECTRIC UTILITIES
CORPORATION,**

Respondent.

**Proceeding No. 17-284
File No. EB-17-MD-005**

I, Brenda Brockman, declare as follows:

1. My name is Brenda Brockman. I am the Joint Use Manager at the Dayton Power and Light Company ("DP&L"). I make this declaration in support of PPL Electric Utilities Corporation's Response to Pole Attachment Complaint in the above-captioned proceeding.
2. DP&L is subsidiary of The AES Corporation. DP&L provides electric service to over 520,000 customers in 24 counties throughout the Miami Valley in Ohio. DP&L owns, in whole or in part, approximately 329,000 electric distribution/transmission poles.
3. DP&L charges a fee of \$110 per pole to survey and collect pole data. If engineering is required, DP&L charges a fee of \$55 per pole to engineer for make-ready work, for a grand total of \$165 per pole.
4. During pole surveys, DP&L collects the following information for each pole: GPS coordinates; the identity of pole attachers; the location and height of attachments on each pole; photographs of the pole; and maps of the pole location are created if maps provided by the attacher are insufficient.

5. Following completion of a pole survey, DP&L enters the information described in Paragraph 4 into the web-based application SPANS (Spatially-enabled Permitting and Notification System), which is an interactive database available to attachers.
6. The information described in Paragraph 4 is also entered into SPIDACalc, a pole loading analysis software, so that a pole loading analysis is done on every pole.
7. For any given pole, DP&L's survey and engineering work is completed by a single contractor.
8. DP&L's current engineering contract is three years old and the company expects its make-ready rates to increase in the near future.

I declare under penalty of perjury that the foregoing is true and correct.

By: Brenda Brockman

Brenda Brockman
Joint Use Manager
Dayton Power and Light Company

Dated: November 16, 2017

SUBSCRIBED AND SWORN to before me
on this 16 day of NOVEMBER, 2017.



Claudius R. Walker III

Notary Public

CLAUDIUS R WALKER III, Notary Public
In and for the State of Ohio
My Commission Expires Sept. 28, 2021

My commission expires: _____

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

ZITO CANTON, LLC,

Complainant,

v.

**PPL ELECTRIC UTILITIES
CORPORATION,**

Respondent.


**Proceeding No. 17-284
File No. EB-17-MD-005**

I, Robert Chumrik, declare as follows:

1. My name is Robert Chumrik. I am an Engineer V with responsibilities for joint use at Penelec. I make this declaration in support of PPL Electric Utilities Corporation's Response to Pole Attachment Complaint in the above-captioned proceeding.
2. Penelec provides electric service to approximately 588,000 customers in Pennsylvania and owns, in whole or in part, approximately 527,000 electric distribution poles.
3. Penelec hires engineering contractors to perform make-ready surveys and engineering design work for new pole attachment requests.
4. During pole surveys, Penelec's contractor collects at least the following information for each pole: the identity of pole attachers; the location and height of attachments on each pole; the class of the pole; measurements of midspan clearances; measurements of the length and direction of all cables, road crossings, railroad crossings, anchoring, risers, and grounds; and two to three photographs of each pole.
5. Penelec's contractor inputs the information identified in Paragraph 4 into Penelec's work order management system to support engineering design for the requests.

6. Following each such pole survey, Penelec's engineering contractor performs a pole loading study for each surveyed pole using Line Design Engineering.
7. Penelec's engineering contractor creates a make-ready design and make-ready cost estimate, which consists of all incurred costs attributable to the attachment request being passed through to attachers.
8. Penelec has not calculated the individual pole cost for this survey and engineering work.

I declare under penalty of perjury that the foregoing is true and correct.

By: 

Robert Chumrik
Engineer V
Penelec

Dated: November 17, 2017

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

ZITO CANTON, LLC,

Complainant,

v.

**PPL ELECTRIC UTILITIES
CORPORATION,**

Respondent.

**Proceeding No. 17-284
File No. EB-17-MD-005**

I, Samantha Cook, declare as follows:

1. My name is Samantha Cook. I am an Engineering Tech at Baltimore Gas and Electric Company (“BGE”). I make this declaration in support of PPL Electric Utilities Corporation’s Response to Pole Attachment Complaint in the above-captioned proceeding.
2. BGE provides electric service to more than 1.2 million customers and natural gas to over 650,000 customers in Maryland. BGE owns, in whole or in part, approximately 360,000 electric distribution poles.
3. BGE hires engineering contractors to perform pre-attachment surveys and engineering design work for new pole attachment requests.
4. During pole surveys, BGE’s engineering contractors collect the following information for each pole: the location of each pole using Geographic Information System (“GIS”) technology; the identity of pole attachers; the location and height of attachments on each pole; and measurements of mid-span clearances.

5. BGE's contractor uploads the information identified in Paragraph 4 to an interactive database and the data becomes part of the electronic job file for the request.
6. A pole loading study is done on every pole using Pole Foreman.
7. BGE requires attachers to provide photographs and stick drawings for each pole. If the stick drawings are inadequate or the photographs are missing, BGE denies the application and returns it to the customer.
8. BGE has never calculated the per pole cost for this survey and engineering work.

I declare under penalty of perjury that the foregoing is true and correct.

By: 

Samantha Cook
Engineering Tech
Baltimore Gas & Electric

Dated: November 20, 2017

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

ZITO CANTON, LLC,

Complainant,

v.

**PPL ELECTRIC UTILITIES
CORPORATION,**

Respondent.

**Proceeding No. 17-284
File No. EB-17-MD-005**

I, Jodi Corrow, declare as follows:

1. My name is Jodi Corrow. I am the Senior Distribution Assets Coordinator at Minnesota Power. I make this declaration in support of PPL Electric Utilities Corporation's Response to Pole Attachment Complaint in the above-captioned proceeding.
2. Minnesota Power is a utility company based in Duluth, Minnesota. Minnesota Power provides electricity in a 26,000 square-mile service area in northeastern Minnesota. The company serves approximately 145,000 residential and commercial customers.
3. Minnesota Power provides new attachers with an estimate of pre-engineering fees; and an estimate of post-engineering fees. The combined pre-engineering and post-engineering fees are typically \$250 to \$300 per pole.
4. The fees identified in Paragraph 3 are collected from attachers up front. Once the permit is completed Minnesota Power does a true up and if needed, either refunds or sends an invoice to the attacher for additional expenses.
5. The fee estimates described in Paragraph 3 are collected regardless of whether Minnesota Power completes engineering work or has a contractor perform the work.

6. During pole surveys, Minnesota Power collects the following information for each pole: field measurements that include pole locations; the height of existing pole attachments; measurements of the clearances on the pole and at mid-span; measurements of down guys; an inventory and identification of unauthorized attachments; and photographs of the pole and existing attachments.
7. Following completion of a pole survey, Minnesota Power enters the information described in Paragraph 6 into its online notification system called Notify.
8. A pole loading study is performed on all surveyed poles using O-Calc Pro.
9. All information described in Paragraph 6 is covered by Minnesota Power's pre-engineering fees.
10. Minnesota Power's post-engineering fee covers spot-checks designed to confirm that attachers have properly installed equipment. Post-engineering surveys are completed on approximately 10 percent of Minnesota Power's poles. If Minnesota Power determines that an attacher has committed a violation, it performs a survey of all poles the attacher has attached to for that license.
11. Minnesota Power performs the pre-engineering and post-engineering survey activities described herein in-house, but can hire an engineering firm for larger orders if necessary.

I declare under penalty of perjury that the foregoing is true and correct.

By: 

Jodi Corrow
Senior Distribution Assets Coordinator
Minnesota Power

Dated: November 20, 2017

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

ZITO CANTON, LLC,

Complainant,

v.

PPL ELECTRIC UTILITIES
CORPORATION,

Respondent.

Proceeding No. 17-284
File No. EB-17-MD-005


I, Diana Gaiser, declare as follows:

1. My name is Diana Gaiser. I am the Senior Real Estate Representative at PECO. I make this declaration in support of PPL Electric Utilities Corporation's Response to Pole Attachment Complaint in the above-captioned proceeding.
2. PECO provides electric service to more than 1.6 million customers in Pennsylvania. PECO owns, in whole or in part, approximately 415,000 electric distribution poles.
3. PECO hires engineering contractors to perform make-ready surveys and engineering design work for new pole attachment requests.
4. During pole surveys, PECO collects the following information for each pole: GPS coordinates; the identity of pole attachers; the location and height of attachments on each pole; the class of the pole; and measurements of midspan clearances.
5. PECO performs a pole loading study for each pole surveyed using Pole Foreman.
6. Following each pole survey, PECO's engineering contractor creates a make-ready design and provides the attacher with a make-ready estimate. All costs of the survey and make-

ready process (including contractor fees) are passed on to the attacher, which amounts to approximately \$110/pole.

7. PECO plans to acquire an information gathering system that will provide an interactive solution for entering and storing pole survey data.

I declare under penalty of perjury that the foregoing is true and correct.

By: 

Diana Gaiser
Senior Real Estate Representative
PECO

Dated: November 16, 2017

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

ZITO CANTON, LLC,

Complainant,

v.

**PPL ELECTRIC UTILITIES
CORPORATION,**

Respondent.


**Proceeding No. 17-284
File No. EB-17-MD-005**

I, Leila Hussein, declare as follows:

1. My name is Leila Hussein. I am Supervisor of Joint Facilities Coordination at Alliant Energy ("Alliant"). I make this declaration in support of PPL Electric Utilities Corporation's Response to Pole Attachment Complaint in the above-captioned proceeding.
2. Alliant is an electric utility company headquartered in Madison, Wisconsin. Alliant provides electric service to more than 950,000 customers in Iowa and Wisconsin. Alliant owns over 42,000 miles of electric lines.
3. Alliant hires engineering contractors to perform make-ready surveys and engineering design work for new pole attachment requests.
4. During pole surveys, Alliant's engineering contractor collects the following information for each pole: Pole identification numbers, GPS coordinates; the identity of pole attachers; the location and height of attachments on each pole; the class of the pole; measurements of midspan clearances; measurements of the length and direction of all cables, road crossings, railroad crossings, anchoring, risers, and grounds; and takes photographs.

5. Following each pole survey, Alliant's engineering contractor performs a pole loading study for each surveyed pole using the structural analysis software *O-Calc Pro*. A clearance analysis is also completed to ensure NESC compliance on existing and proposed facilities.
6. Alliant's engineering contractor creates a make-ready design and estimate and submits it to Alliant's Field Engineer for review. Following review, Alliant's engineering contractor enters the make-ready work and an estimate of costs in the Alliant Energy Attachment Tracking system for review and approval by the Attacher. After the design is accepted and the estimate is paid by the Attacher, the Alliant engineering contractor completes the design and submits the project to Alliant's Field Engineer for construction.
7. All of these survey and engineering activities described herein are passed through to attachers.

I declare under penalty of perjury that the foregoing is true and correct.

By: 
Leila Hussein
Supervisor of Joint Facilities Coordination
Alliant Energy

Dated: November 20, 2017

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

ZITO CANTON, LLC,

Complainant,

v.

**PPL ELECTRIC UTILITIES
CORPORATION,**

Respondent.

**Proceeding No. 17-284
File No. EB-17-MD-005**

I, Carol Vallejo, declare as follows:

1. My name is Carol Vallejo. I am the Manager of Contract Operations and Kansas City Power and Light ("KCP&L"). I make this declaration in support of PPL Electric Utilities Corporation's Response to Pole Attachment Complaint in the above-captioned proceeding.
2. KCP&L is an electric utility company headquartered in Kansas City, Missouri. KCP&L provides electric service to more than 800,000 customers in Kansas and Missouri. KCP&L owns, in whole or in part, approximately 555,000 electric distribution poles.
3. KCP&L-approved engineering contractors perform make-ready field surveys, pole loading analyses, and engineering design work for new pole attachment requests.
4. During pole surveys, KCP&L's contractor collects the following information for each pole: GPS coordinates; the identity of pole attachers; the location and height of attachments on each pole; the class of the pole; measurements of midspan clearances; measurements the electric power primaries, secondaries, and service drops, as well as trunk lines, laterals, and service drops of communications facilities; and photographs of each pole.

5. KCP&L's engineering contractor has access to the company's database so it can confirm each pole number, coordinates, and pole attributes. All collected information identified in Paragraph 4 is uploaded to the database which contains an interactive map.
6. Following each pole survey, KCP&L's engineering contractor performs a pole loading study for each surveyed pole using structural analysis software such as *PLS-Pole*, *O-Calc Pro*, or another approved pole loading software. A Professional Engineer stamp is provided on every job print.
7. KCP&L's pre-engineering costs are passed through to the attacher. No fees are added by KCP&L for this process.

I declare under penalty of perjury that the foregoing is true and correct.

By: Carol Vallejo

Carol Vallejo
Manager of Contract Operations
Kansas City Power and Light

Dated: November 16, 2017

ATTACHMENT E

1001 G Street, N.W.
Suite 500 West
Washington, D.C. 20001
tel. 202.434.4100
fax 202.434.4646

Writer's Direct Access
Thomas B. Magee
(202) 434-4128
magee@khlaw.com

May 26, 2016

Via Electronic Delivery and U.S. Mail

Colin Higgin
Vice President and General Counsel
Zito Canton, LLC
102 South Main Street
Coudersport, PA 16915

Chérie R. Kiser
Cahill Gordon & Reindel LLP
1990 K Street, N.W.
Washington, DC 20006-1181

Re: Zito Non-Payment of PPL Engineering Invoices

Dear Colin and Chérie:

This letter responds to Colin's May 19, 2016 email and Chérie's letter of May 17, 2016.

Section 1.1403(a) of the Commission's rules requires utilities to provide nondiscriminatory access to any pole, duct, conduit, or right-of-way owned or controlled by it.

Zito is not being discriminated against, as PPL does not grant access to any entity that refuses to pay its make-ready engineering bills.

Section 1.1403(a) also allows PPL to refuse to provide access for reasons of safety, reliability and generally applicable engineering purposes. To the extent that Zito refuses to pay for make-ready engineering, Zito is acting as an untrustworthy and unsafe pole attachment risk. For safety, reliability and engineering reasons, PPL cannot grant access to its poles to untrustworthy and unsafe telecommunications companies.

The *Kansas City Cable Partners v. Kansas City Power & Light Co.* decision did not involve an attachers' refusal to pay for make-ready engineering. To the contrary, the Commission sided with the attacher because the attacher paid its make-ready construction bills:

Time Warner has tendered payment for the cost of
replacing poles according to KCPL's preferred

KELLER AND HECKMAN LLP

Colin Higgin and Chérie R. Kiser

May 26, 2016

Page 2

methodology, with the reservation that it will seek refunds as appropriate.

....

KCPL is protected as it has in hand a tendered payment for its costs. Should it later be determined that some of those costs are not incurred or should be incurred by KCPL, a refund may be appropriate.

14 FCC Rcd 11599, at ¶¶15-16.

This is precisely what PPL has asked and which the Commission found appropriate in the *Salsgiver* and *Fibertech* decisions quoted in my April 5, 2015 letter to Chérie. *Petition of Salsgiver Telecom, Inc. for Temporary Stay Pursuant to Section 1.1403(d) of the Federal Communications Commission Rules*, Letter Order at 3, EB-14-MD-005 (Apr. 4, 2014); *Fiber Technologies Networks, L.L.C v. Duquesne Light Co.*, Order, 18 FCC Rcd 10628, 10632, ¶12 (2003).

Zito can easily have its applications processed without further delay if it complies with these well-established FCC principles.

Your email indicates PPL has refused to engage in discussions with Zito regarding the disputed invoices. That is incorrect. PPL already has engaged in discussions with Zito about them. You also cite the FCC rule that the parties engage in executive-level discussions to resolve this dispute prior to either party filing a pole attachment complaint. This is the first request Zito has made to PPL for executive-level discussions and PPL is willing to entertain such discussions.

Cherie's May 17 letter claims Zito need not pay for any make-ready engineering work unless an estimate of such work is provided to Zito in advance. That is incorrect. The FCC's make-ready deadline rules specify dates for make-ready construction cost estimates, not for make-ready engineering estimates. The make-ready construction estimates, in fact, can only be calculated once make-ready engineering is performed.

The May 17 letter cites several cases for the proposition that cost estimates are required for make-ready work, and that a reasonable amount of information must be submitted to substantiate make-ready bills. Again, these decisions address make-ready construction costs, not make-ready engineering costs, and do not require estimates of make-ready engineering costs in advance. In any event, PPL is providing information in this letter sufficient to explain and substantiate these costs.

KELLER AND HECKMAN LLP

Colin Higgin and Chérie R. Kiser

May 26, 2016

Page 3

The May 17 letter attempts to excuse Zito's nonpayment of engineering costs by alleging delay on PPL's part. At this point, Zito alone knows why it canceled its applications but that does not excuse Zito's payment for expenses incurred before its applications were canceled.

The May 17 letter makes several arguments that make-ready survey expenses must be appropriate and reasonable, and makes unsubstantiated claims for how PPL's expenses are unreasonable. PPL is substantiating its make-ready survey costs in this letter.

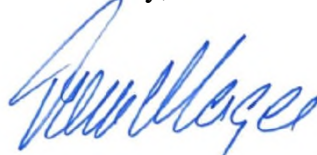
PPL's mission is to provide reliable, safe energy at a reasonable cost to our customers. Its Make Ready Process was developed to ensure adherence to standards and codes as well as efficiency in terms of cost and schedule.

By utilizing survey and design contractors and process, PPL has increased the consistency of data collection, and has a better end product to reference for design. Its data collection process and measurable photographs ensure the designers can spend their time at their workstations, rather than collecting data in the field. Measurable photographs allow for easy peer checks and additional reference during the design process which PPL believes are superior to field notes and other methods of measurement.

This process with these contractors has been in place for four years and is more efficient than PPL performing these tasks in house. The process has not changed during the three-year period during which Zito has been submitting applications, and for that entire period Zito has paid for this process, just as every other attaching entity has.

PPL and its contractors are performing a service at your request, and in doing so incur costs. They are not marking up any of the cost, simply passing them through to you for the services rendered to support your request to attach to PPL's poles.

Sincerely,



Thomas B. Magee

cc: Ryan Yanek
Jose Silverio
Mike Shafer, Esq.

ATTACHMENT F

FEDERAL COMMUNICATIONS COMMISSION
Enforcement Bureau
Market Disputes Resolution Division
445 12th St., SW
Washington, DC 20554

April 4, 2014

Copies by E-Mail; Original by U.S. Mail

Petition of Salsgiver Telecom, Inc.)	
for Temporary Stay Pursuant to Section)	
1.1403(d) of the Federal Communications)	File No. EB-14-MD-005
Commission Rules)	

Edward A. Yorkgitis, Jr.
Steven A. Augustino
Denise N. Smith
Kelley Drye & Warren LLP
Washington Harbour, Suite 400
3050 K Street, NW
Washington, DC 20007
cyorkgitis@kelleydrye.com
Counsel for Petitioner

Thomas B. Magee
Christiana P. Segura
Keller and Heckman LLP
Suite 500 West
1001 G Street, NW
Washington, DC 20001
magee@khllaw.com
Counsel for Respondent

Dear Counsel:

This letter order denies the Petition for Temporary Stay that Salsgiver Telecom, Inc. (Salsgiver) filed on February 28, 2014, under Commission rule 1.1403(d), 47 C.F.R. § 1.1403(d). In short, Salsgiver seeks to stay the removal of its unauthorized attachments from poles owned by Pennsylvania Electric Company (Penelec) in Altoona, Pennsylvania. As discussed below, the Petition fails to make a showing of irreparable harm as required by Commission rule 1.1403(d).

Background

In 2007, Salsgiver entered into a pole attachment agreement with Penelec.¹ In March 2013, Salsgiver submitted applications under the parties' agreement to attach to over 190 Penelec poles in and around Altoona, Pennsylvania.² On March 27, 2013, the parties engaged in a ride-out to review the poles at issue in the application. At that time, Penelec informed Salsgiver that make-ready would be necessary

¹ Petition for Temporary Stay, File No. EB-14-MD-005 (filed Feb. 28, 2014) (Petition), Exhibit 3 (Declaration of Loren Salsgiver) (Salsgiver Decl.) at 3, para. 7.

² Petition at 5; Salsgiver Decl. at 4, para. 11.

on many of the poles before Salsgiver could attach.³ On July 30, 2013, Penelec provided Salsgiver an estimate of approximately \$20,000 for the make-ready work.⁴ But Salsgiver “determined that the make-ready proposed by Penelec” was not necessary and proceeded to attach to Penelec’s poles without permission.⁵ These unauthorized attachments are the subject of the Petition. To date, Salsgiver has not filed a complaint challenging Penelec’s pole attachment policies.

Petition for Temporary Stay

A Petition for Temporary Stay is a “form of temporary relief pending resolution by the Commission of the underlying dispute.”⁶ Section 1.1403(d) of the Commission’s rules states that a Petition for Temporary Stay “shall not be considered” unless it includes, among other things, the reasons for the relief sought “including a showing of irreparable harm and likely cessation of cable television service or telecommunication service.”⁷ The Commission “adhere[s] to a strict threshold showing” of irreparable harm and likely cessation of service, and “will not hesitate to dismiss [a Petition for Temporary Stay] where inadequate support is provided.”⁸

The Petition fails to show that Salsgiver will suffer “irreparable harm” if a stay is not granted.⁹ In order to demonstrate “irreparable harm,” a party must show that the alleged harm is “‘both certain and great; ... actual and not theoretical. ... Bare allegations of what is likely to occur’ are not sufficient, because the test is whether the harm ‘will in fact occur.’”¹⁰ Thus, to demonstrate irreparable harm,

³ Salsgiver Decl. at 4, para. 11. The participants in the joint ride-out observed Salsgiver’s crews in the process of attaching to the Penelec poles that were the subject of the ride-out. Penelec directed the crews to stop. *Id.* at 4, para. 11; February 11 Letter at 1.

⁴ Salsgiver Decl. at 5, para. 16.

⁵ Petition, Exhibit 1 (Letter from Eric J. Dickson, FirstEnergy, to Loren Salsgiver, Salsgiver Telecom (dated Feb. 11, 2014) (February 11 Letter)); Salsgiver Decl. at 4, para. 12. Salsgiver alleges that its “dealings” with Penelec personnel “have proceeded on the principle that if make-ready is not necessary to provide room for Salsgiver’s proposed attachment, then Salsgiver is free to attach.” *Id.* at 6, para. 17. However, as a result of the joint-ride out and subsequent correspondence with Penelec, Salsgiver was well aware that Penelec required make-ready before Salsgiver could attach.

⁶ *In the Matter of Adoption of Rules for the Regulation of Cable Television Pole Attachments*, First Report and Order, 68 F.C.C.2d 1585, 1587, para. 8 (1978) (*Cable Television Pole Attachments*). *See id.* at 1587, para. 7 (noting that Congress intended to grant the Commission “power to protect cable television operators from irreparable injury pending resolution of facially supportable complaints”).

⁷ 47 C.F.R. § 1.1403(d).

⁸ *Cable Television Pole Attachments*, 68 F.C.C.2d at 1588, para. 8. Salsgiver attempts to challenge the lawfulness of the removal provision in the parties’ pole attachment agreement, and also whether Penelec’s notice complied with the agreement. Petition at 7-10. However, the Commission’s rules state only that a utility must give “no less than 60 days *written notice*” prior to removing attachments, which Penelec gave. 47 C.F.R. § 1.1403(c).

⁹ 47 C.F.R. § 1.1403(d). According to Penelec, Salsgiver also has not demonstrated that cable or telecommunications services are being provided over its attachments, which is a prerequisite to there being a likely cessation of such services. Answer to Petition for Temporary Stay, File No. EB-14-MD-005 (filed Mar. 12, 2014) (Answer) at 10-11. Because we find that Salsgiver has not made a showing of irreparable harm, we need not address the cessation of services issue.

¹⁰ *In the Matter of Implementation of Section 224 of the Act; A National Broadband Plan for Our Future*, Order, 26 FCC Rcd 7792, 7794, para. 6 (WCB 2011) (*Broadband Order*) (citing *Wisconsin Gas Co. v. FERC*, 758 F.2d 669, 674 (D.C. Cir. 1985) (*Wisconsin Gas*)).

Salsgiver must provide “proof indicating that the harm is certain to occur in the near future.”¹¹ Economic loss “does not, in and of itself, constitute irreparable harm.”¹² A purely monetary injury resulting from the alleged wrongdoing is not “irreparable” if “adequate compensatory or other corrective relief will be available at a later date, in the ordinary course of litigation.”¹³

Salsgiver claims that Penelec’s proposed make-ready charges (1) failed to provide sufficient detail,¹⁴ and (2) would have required Salsgiver to “correct existing violations of previous attachers.”¹⁵ Yet Salsgiver had the option of first paying Penelec’s make-ready charges, under protest; filing a complaint with the Commission alleging that the charges violate section 224 of the Act;¹⁶ and, if successful, recovering those overcharges.¹⁷ Such a course would have obviated any alleged harm, and Salsgiver offers no explanation of why it could not have proceeded this way. Rather, Salsgiver, by its own admission, attached in violation of various communications and electrical standards.¹⁸ We cannot condone Salsgiver’s decision simply to disregard Penelec’s application/make-ready process.

In sum, the only harm facing Salsgiver was economic harm, which Salsgiver could have addressed in a complaint proceeding.

Conclusion

This letter ruling is issued pursuant to sections 4(i), 4(j), and 224 of the Communications Act of 1934, as amended (the Act), 47 U.S.C. §§ 154(i), 154(j), 224, section 1.1403 of the Commission’s rules, 47 C.F.R. § 1.1403, and the authority delegated in sections 0.111 and 0.311 of the Commission’s rules, 47 C.F.R. §§ 0.111, 0.311.

FEDERAL COMMUNICATIONS COMMISSION



Lisa B. Griffin
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Enforcement Bureau

¹¹ *Id.*

¹² See *Broadband Order*, 26 FCC Rcd at 7794, para. 6 (citing *Wisconsin Gas*, 758 F.2d at 674); see also *Virginia Petroleum Jobbers Ass’n v. FPC*, 259 F.2d 921, 925 (D.C. Cir. 1958) (“[m]ere injuries, however substantial, in terms of money, time and energy necessarily expended in the absence of a stay are not enough”).

¹³ *Broadband Order*, 26 FCC Rcd at 7794, para. 6 (citing *Sampson v. Murray*, 415 U.S. 61, 90 (1974)).

¹⁴ Salsgiver Decl. at 5, para. 16.

¹⁵ Salsgiver Decl. at 6, para. 17.

¹⁶ 47 U.S.C. § 224.

¹⁷ See *Fiber Technologies Networks, L.L.C. v. Duquesne Light Co.*, Order, 18 FCC Rcd 10628, 10632, para. 12 (EB 2003).

¹⁸ See Salsgiver Decl. at 9, para. 23 (describing “a few cases” where Salsgiver attached less than 10 inches from other communications attachers and admitting that corrections to the attachments will be required); *id.* at 10, para. 25 (describing nine poles where Salsgiver’s attachments “should be adjusted”); *id.* at 10, para. 26 (describing one pole where Salsgiver, and other communications attachers, are “in electric violation”).