

**Before the  
Federal Communications Commission  
Washington, DC 20554**

VERIZON MARYLAND LLC,	
Complainant,	
v.	
THE POTOMAC EDISON COMPANY,	
Defendant.	

Proceeding No. 19-\_\_\_\_  
Bureau ID No. EB-19-MD-\_\_\_\_

**VERIZON’S FIRST SET OF INTERROGATORIES TO POTOMAC EDISON**

Complainant, Verizon Maryland LLC (“Verizon”), by and through its undersigned counsel, request that Defendant, The Potomac Edison Company (“Potomac Edison”), answer the following Interrogatories within twenty (20) calendar days of the date of this request pursuant to 47 C.F.R. § 1.730(c). Answers should be served on Verizon’s counsel, Christopher S. Huther, by email at [chuther@wileyrein.com](mailto:chuther@wileyrein.com) and by mail at Wiley Rein LLP, 1776 K Street NW, Washington, DC 20006.

The information sought in each Interrogatory is necessary to the resolution of this dispute because each seeks information regarding the pole attachment rental rate for Verizon’s use of Potomac Edison’s poles that is “just and reasonable” under 47 U.S.C. § 224 and the decisions of the Federal Communications Commission and its Enforcement Bureau. The information sought in each Interrogatory is not presently available from any other source, as it is not obtainable from a public source, is within Potomac Edison’s sole possession, custody, or control, or is otherwise not available to Verizon.

## **DEFINITIONS**

The following terms have the following meanings, unless the context requires otherwise:

1. “Any” and “all” include “any and all” and “each” and “every” include “each and every.” “And” and “or” means both the conjunctive and the disjunctive.
2. “CLEC” means competitive local exchange carrier.
3. “Concerning,” and derivatives thereof, has the broadest meaning that may be accorded to it and includes, but is not limited to, directly or indirectly relating, pertaining, mentioning, referencing, referring to, describing, constituting, containing, embodying, being connected with, setting forth, discussing, commenting upon, analyzing, supporting, establishing, contradicting, proving, disproving, or reflecting in any way.
4. “FCC” means Federal Communications Commission.
5. “Identify” means:
  - (a) When referring to a person, the person’s full name, title, business address, e-mail address, and telephone number, and relationship to Potomac Edison. If you do not know the person’s current information, provide the person’s last known business affiliation and title, business address and telephone number, residential address and telephone number, e-mail address, and relationship to Potomac Edison.
  - (b) When referring to a document, the type of document (*e.g.*, letter, memorandum, e-mail, etc.) or some other means of identification, its author(s) and addressee(s), its date, its subject, and the name of any person in whose custody the document is kept in the usual course of business.
  - (c) When referring to an oral communication, the type of communication, the persons who participated in, heard, or witnessed it, the date of the communication, and

the subject and substance of the communication, and identify any documents that set forth, summarize or refer to any portion of such oral communication.

(d) When referring to a business organization, the corporate name or other names under which said organization does business and the location and phone number of its principal place of business.

(e) When referring to data, the type of data, its vintage, the geographic location where the data was collected, and all facts, figures, measurements, and other data collected and analyses performed.

If any of the foregoing information requested is not known, the response shall indicate what of the foregoing information is not known.

6. “JUA” means the Joint Use Agreement between Potomac Edison and Verizon that is identified in paragraph 3 of the Pole Attachment Complaint.

7. “Joint Use Agreement” means any agreement entered into by Potomac Edison and any incumbent local exchange carrier that grants access to Potomac Edison’s distribution poles, including any amendments, exhibits, appendices, and operational guidelines, practices, or policies.

8. “License Agreement” means any agreement entered into by Potomac Edison and any CLEC, cable company, or wireless provider that grants access to Potomac Edison’s distribution poles, including any amendments, exhibits, appendices, and operational guidelines, practices, or policies.

9. “Parties” means Potomac Edison and Verizon.

10. “Person” or “Entity” have the fullest meanings allowed by law and include, without limitation, a natural person, corporation, firm, partnership, association, labor union, joint

venture, proprietorship, governmental body, or any other organization, business, or legal entity, including all predecessors or successors in interest, and any officer, agent, employee, or representative of any of the foregoing.

11. “Pole Attachment Complaint” means the Pole Attachment Complaint and supporting Affidavits and Exhibits filed by Verizon against Potomac Edison at the Federal Communications Commission on November 21, 2019.

12. “*Pole Attachment Order*” means the Report and Order and Order on Reconsideration, *Implementation of Section 224 of the Act; A National Broadband Plan for Our Future*, 26 FCC Rcd 5240 (2011).

13. “Potomac Edison” means The Potomac Edison Company and any persons associated with it, including, but not limited to, each of its current or former parents, subsidiaries, affiliates, officers, directors, independent contractors, agents, servants, attorneys, successors, predecessors, representatives, investigators, experts, employees, ex-employees, consultants, representatives and others who are in possession of, or who may have obtained, information for or on behalf of the above-mentioned persons or entities.

14. “*Third Report and Order*” means the Third Report and Order and Declaratory Ruling, *In the Matter of Accelerating Wireline Broadband Deployment*, 33 FCC Rcd 7705 (2018).

15. “*Verizon Florida decision*” means the publicly available version of the Memorandum Opinion and Order, *Verizon Fla. LLC v. Fla. Power and Light Co.*, 30 FCC Rcd 1140 (EB 2015).

16. “*Verizon Virginia* decision” means the publicly available version of the Order, *Verizon Va., LLC and Verizon S., Inc. v. Va. Electric and Power Co.*, 32 FCC Rcd 3750 (EB 2017).

17. “Verizon” means Verizon Maryland LLC and any persons associated with it, including, but not limited to, officers, directors, employees, agents, representatives, predecessors, successors, assigns, attorneys, and anyone acting or purporting to act on their behalf or on behalf of any of them.

18. “You” and “your” have the same meaning as Potomac Edison.

19. Terms not otherwise defined have the same meaning as they are alleged to have in the Pole Attachment Complaint. The past tense includes the present tense, and vice versa. The singular includes the plural, and vice versa. Terms are gender neutral and the use of one gender includes all genders.

### **INSTRUCTIONS**

1. In response to each Interrogatory, first restate the Interrogatory.

2. Provide all responsive information that is in the possession, custody or control of Potomac Edison or any other person acting in the interest of, or on behalf of, Potomac Edison. If Potomac Edison does not have responsive information, or has information that is only partially responsive, Potomac Edison should provide the available information and identify the information that is not available.

3. If any response contains any objection, state with specificity the grounds for the objection and the part of the Interrogatory to which the objection is made but respond to the Interrogatory fully insofar as it is not deemed objectionable.

4. If any information requested was, but is no longer, in your possession or subject to your control, or is no longer in existence, state whether it is missing or lost, destroyed, transmitted or transferred voluntarily or involuntarily to others, or otherwise disposed of and explain the circumstances surrounding the authorization for such disposition and the date or approximate date thereof.

5. These interrogatories are continuing and Potomac Edison must supplement its responses upon discovering or learning of additional information in its custody, possession, or control that was not produced or included in an earlier response.

### **INTERROGATORIES**

1. Beginning with the 2017 rental year, state the annual pole attachment rental rates that Potomac Edison contends are “just and reasonable” for Verizon’s use of Potomac Edison’s poles under 47 U.S.C. § 224(b). Include in your response all facts on which you rely for your contention that the annual pole attachment rental rates are “just and reasonable” under 47 U.S.C. § 224(b), the formula, calculations, inputs, assumptions, and source data used to calculate each annual pole attachment rental rate, and the corresponding pole attachment rental rate that would apply to Potomac Edison’s use of Verizon’s poles.

2. Explain in detail what, if any, steps Potomac Edison has taken to ensure that its Joint Use Agreements and License Agreements comply with the “just and reasonable” rate provision of 47 U.S.C. § 224(b), the *Pole Attachment Order*, the *Verizon Florida* decision, the *Verizon Virginia* decision, and the rate section of the *Third Report and Order* (Section III.C).

3. Beginning with the 2017 rental year, identify all entities that have had a Joint Use Agreement or License Agreement with Potomac Edison and state whether the entity is an incumbent local exchange carrier, CLEC, cable company, wireless provider, or other entity.

4. Beginning with the 2017 rental year, state the annual pole attachment rental rate that Potomac Edison charged each entity identified in response to Interrogatory 3, the number of poles or attachments for which the pole attachment rental rate was charged, and whether the entity uses Potomac Edison's poles pursuant to a License Agreement or a Joint Use Agreement. Include in your response the formula, calculations, inputs, assumptions, and source data used to calculate each pole attachment rental rate charged and state whether the rate was charged on a per-pole, per-attachment, or other basis and whether the rate was paid.

5. State the rates, terms, and conditions of all Joint Use Agreements and License Agreements with Potomac Edison that were in effect at any time from the 2017 rental year forward. Include in your response the name of the entity that is a party to the Joint Use Agreement or License Agreement with Potomac Edison and the dates on which the Joint Use Agreement or License Agreement with Potomac Edison was in effect. In lieu of stating the rates, terms, and conditions of all Joint Use Agreements and License Agreements, Potomac Edison may produce copies of each such Joint Use Agreement and License Agreement.

6. With respect to each License Agreement identified in response to Interrogatory 5, identify any advantage or benefit that Potomac Edison contends Verizon receives under the JUA, and any disadvantage imposed on Verizon under the JUA, as compared to the terms and conditions provided to the attaching entity. Include in your response, beginning with the 2017 rental year, a quantification of the annual monetary value of each such claimed advantage, benefit, or disadvantage expressed on a per-pole basis, the language from each License Agreement that establishes or supports the claimed advantage, benefit, or disadvantage, and all data, formulas, calculations, inputs, assumptions, and source data used to quantify the monetary value of each claimed advantage, benefit, or disadvantage.

7. With respect to each “Verizon Competitive Advantage” listed in the bullet-point list in David J. Karafa’s email to Brian H. Trosper, dated June 7, 2018 (a copy of which email is included as Exhibit 18 to the Pole Attachment Complaint), state all facts that supported Mr. Karafa’s characterization of each bullet-pointed item as a “Verizon Competitive Advantage.” Include in your response all data, analyses, formulas, calculations, inputs, or assumptions used to quantify each “Verizon Competitive Advantage.”

8. Beginning with the 2017 rental year, for each claimed advantage or benefit identified in response to Interrogatory 6 and for each “Verizon Competitive Advantage” identified in Interrogatory 7, state by year the amount of money that Potomac Edison collected from each entity identified in response to Interrogatory 3 concerning that claimed advantage, benefit, or “Verizon Competitive Advantage,” and the number of poles for which the amounts were charged and collected. Include in your response all formulas, calculations, inputs, assumptions, and source data used to invoice these amounts.

9. Beginning with the 2017 rental year, state the rate of return used by Potomac Edison in the calculation of rates under 47 C.F.R. § 1.1406(d), including the cost of debt, cost of equity, and capital structure, and, if different, Potomac Edison’s state-authorized weighted average cost of capital and/or weighted cost of equity, including, as appropriate, the cost of debt, cost of equity, and capital structure. Include in your response the formula, calculations, inputs, assumptions, and source data used.

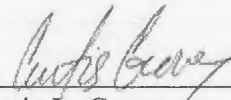
10. Identify all data regarding poles jointly used by Verizon and Potomac Edison, including all survey, audit or sampling data, concerning pole height, the average number of attaching entities, the space occupied by Verizon, Potomac Edison, and any other entity. Include in your response when the data was compiled or collected, the entity or entities that compiled or



collected it, the accuracy requirements, if any, imposed or related to the compilation or collection of the data, and the rules, parameters, and guidelines upon which the data was collected.

Respectfully submitted,

By: \_\_\_\_\_

  
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*Attorneys for Verizon Maryland LLC*

Dated: November 21, 2019

## CERTIFICATE OF SERVICE

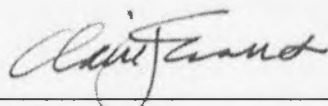
I hereby certify that on November 21, 2019, I caused a copy of the foregoing Verizon's First Set of Interrogatories to Potomac Edison to be served concurrently with Verizon's Pole Attachment Complaint on the following (service method indicated):

Marlene H. Dortch, Secretary  
Federal Communications Commission  
Office of the Secretary  
445 12th Street, SW  
Room TW-A325  
Washington, DC 20554  
(by ECFS)

The Potomac Edison Company  
c/o The Corporation Trust, Inc.  
2405 York Road  
Suite 201  
Lutherville Timonium, MD 21093  
(by hand delivery)

Kimberly D. Bose, Secretary  
Nathaniel J. Davis, Sr., Deputy Secretary  
Federal Energy Regulatory Commission  
888 First Street, NE  
Washington, DC 20426  
(by overnight delivery)

Terry Romine, Executive Secretary  
Maryland Public Service Commission  
William Donald Schaefer Tower  
6 St. Paul Street, 16th Floor  
Baltimore, MD 21202  
(by overnight delivery)



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Claire J. Evans