

**COMMONWEALTH OF MASSACHUSETTS  
DEPARTMENT OF TELECOMMUNICATIONS AND CABLE**

CRC Communications LLC, d/b/a OTELCO,

Complainant,

v.

D.T.C. 22-4

Massachusetts Electric Company d/b/a National  
Grid, and Verizon New England Inc.,

Respondents.

**OTELCO's SECOND SET OF INFORMATION REQUESTS TO VERIZON**

CRC Communications LLC, d/b/a OTELCO, serves this second set of information requests upon Verizon New England Inc.

**Definitions and Instructions**

1. "Verizon," "you," or "your" refers to Verizon New England Inc., and its subsidiaries, operating companies, affiliates, directors, officers, employees, and agents, unless otherwise indicated.
2. "OTELCO" refers to CRC Communications LLC, d/b/a OTELCO, and its subsidiaries, operating companies, affiliates, directors, officers, employees, and agents, unless otherwise indicated.
3. "Owner," as used in these Information Requests, refers to Verizon.
4. "Owner Poles," as used in these Information Requests, means any poles located in Massachusetts that are owned by Verizon, or jointly owned, or jointly used by Verizon and Massachusetts Electric Company d/b/a National Grid.
5. "Non-compliance" refers to any facilities attached to Owner's poles that do not conform to governing specifications, including but not limited to the National Electrical Safety Code ("NESC"), the Manual of Construction Procedures published by Telcordia Technologies Inc. ("Blue Book"), and/or any other Owner construction standards or specifications.

6. “Third party attacher(s)” refer to any person, corporation, or other entity or its agents or contractors seeking to fasten or affix any attachment to Owner Poles.

7. “Identify” or “identity” when used in connection with (a) a natural person means to state the person’s name, employer, and business address; (b) a corporation or other business entity means to state the name of the entity, “d/b/a” designation if any, address of its principal place of business and principal place of business in Massachusetts; (c) a document means to provide the identities of the author(s) and addressee(s), date, and a description of its contents; and (d) a communication means to provide the identities of the participants, date, and a description of its contents.

8. “Documents” means any written, printed, typed or visually reproduced material of any kind, whether or not privileged, and includes but is not limited to the original and all copies of any and all letters, reports, memoranda, electronic mail or e-mail, files, communications, correspondence, agreements, bills, receipts, studies, analyses, telegrams, telexes, minutes, bulletins, instructions, literature, memoranda of conversations, notes, notebooks, diaries, data sheets, financial statements, work sheets, work papers, recordings, tapes, drawings, graphs, indexes, charts, telephone records, photographs, phonographic records, computer files, other data compilation, or any other written, recorded, transcribed, punched, taped, filed or other graphic matter including any draft of the foregoing items and any copy or reproduction of any of the foregoing items upon which any notation, work, figure, or form is recorded or has been made which does not appear on the original or as to whose existence, either past or present, the responding party has any knowledge or information.

9. “Relating to,” “relates to,” “referring to,” and “refers to” mean, without limitation, relating to, concerning, constituting, mentioning, referring to, describing, summarizing, evidencing, listing, relevant to, demonstrating, tending to prove or disprove, or explain.

10. The connectives “and” and “or” mean “and/or” and are intended to bring within the scope of the discovery request all responses that might otherwise be construed to be outside of its scope.

11. The use of the singular includes the plural, and vice versa.

12. The use of one gender includes all others, appropriate in the context.

13. If any part of a document is responsive to any request, the whole document is to be produced.

14. Any document that differs in any way from another document, including by means of marginal notes, handwritten notes, underlining, date stamps, received stamps, endorsed or filed stamps, drafts, revisions, modifications and other versions of a final document is a separate and distinct document and must be produced.

15. If you are unable to produce a document in response to any request, so state, and indicate whether the document ever existed, or whether the document once existed but cannot be

located. If any document once was, but is no longer in your possession, custody or control, state the whereabouts of any such document when last in your possession, custody or control, state the date and manner of its disposition and identify its last known custodian. To the extent any documents are lost or destroyed, produce any documents which support your assertion that the document was lost or destroyed, and provide the date thereof.

16. To the extent you claim any document, communication, or information described herein is privileged or otherwise exempt from disclosure, or to the extent that you object to the production of any of the documents, please identify each and every document to which any claim of privilege or objection to production is asserted by identifying the document, communication, or other information and for each such document, communication, or information state the nature and basis for each claim of privilege or exemption, or objection.

17. An objection to any portion of a request does not negate the obligation to respond to all remaining portions.

18. Please provide responses in electronic form unless documents are not available electronically or some other reason makes electronic responses impracticable. In the case of databases, spreadsheets, or calculations done on Excel or other programs, please provide the native computer files.

19. Electronically-stored information should be produced in the organizational categories and formats ordinarily used in your business.

20. These information requests are continuing in nature and, thus, you are under a continuing duty to promptly supplement, correct or revise any response provided when the passage of time or change of circumstances would require a response to be supplemented, corrected or revised.

## **Second Set of Information Requests**

### **OTELCO-VZ-2-1**

Refer to Verizon Response to Complaint (“Response”) ¶ 27, which contains a discussion about Verizon’s copper cable sagging “more in the middle of the span between poles than will other parties’ facilities.” Is it possible for a third-party attaching a lighter weight cable below a heavy copper line to match the sag of the heavy copper line?

**OTELCO-VZ-2-2**

Refer to Verizon Response ¶ 28. Please provide examples of instances in which boxing has resulted in more costly pole change outs, weaving, and/or accidents.

**OTELCO-VZ-2-3**

Refer to Verizon Response ¶ 28. For any pole included in OTELCO's applications that OTELCO requested to box, please provide any written analysis, including the date such analysis was created, of the "relevant factors" identified in ¶ 28 as applied to each pole in deciding whether to allow OTELCO to use boxing.

**OTELCO-VZ-2-4**

Refer to Verizon Response ¶¶ 37 and 78. Please identify all instances, in all states, where boxing was found to have compromised the reliability of the network or led to a service outage.

**OTELCO-VZ-2-5**

Refer to Verizon Response ¶ 51, which states that allowing attachment below Verizon's cable may require an extra visit by Verizon for pole replacements. Please state whether Verizon ever transfers the communications lines of other attachers? If so, please describe the types of circumstances in which Verizon transfers the communications lines of other attachers.

**OTELCO-VZ-2-6**

Refer to Verizon Response ¶ 78, which says that “boxing always compromises safety to some extent.” Does Verizon consider the presence of electrical facilities and communications facilities on the same pole to “compromise safety to some extent”?



**OTELCO-VZ-2-7**

Refer to Verizon Response ¶ 80, stating “Verizon MA does not have sufficient information...to admit or deny whether the boxing of the particular poles identified by Otelco in Exhibit F to the Allen Declaration is consistent with Verizon MA’s policy on boxing...Verizon MA would need the location of each of those poles...,” and OTELCO’s response to VZ-O 1-5 providing the location of each pole identified in Exhibit F to the Declaration of David Allen. Please admit or deny whether the boxing of the particular poles identified in Exhibit F to the Allen Declaration is consistent with Verizon MA’s policy on boxing. For any pole that is not an unqualified admission, please explain the basis for your response.

**OTELCO-VZ-2-8**

Refer to Wolanin Affidavit ¶ 13. On what date did you first disclose the referenced policy to OTELCO?

**OTELCO-VZ-2-9**

Refer to Wolanin Affidavit ¶ 15, which describes a “consistent means of identifying facilities.” Does Verizon affix identifying tags to its facilities?

**OTELCO-VZ-2-10**

Refer to Verizon's response to OTELCO Information Request OTELCO-VZ 1-7. Verizon states, "Exhibit OTELCO VZ-1-7 is a list of all pole climbing accidents of Verizon MA employees on Verizon MA's poles in Massachusetts in the last ten years." Please identify which, if any, of the accidents identified in Exhibit OTELCO VZ-1-7 were due to boxing?

**OTELCO-VZ-2-11**

Refer to Verizon's response to OTELCO's Information Request OTELCO-VZ 1-21. Verizon discusses criteria that it applies in determining whether a pole needs replacement in the ordinary course of business, including (i) the presence and extent of rot in the pole and (ii) the loading on the pole and whether any additional facilities will overload the pole. Please explain:

- a) How does Verizon analyze rot?
- b) How does Verizon analyze pole loading?
- c) If the pole is rotten or overloaded but also would require replacement to accommodate a new attachment for spacing reasons, does Verizon pay for the pole replacement? Please provide examples on OTELCO applications where this situation has happened.

**OTELCO-VZ-2-12**

Refer to Verizon's response to OTELCO Information Request OTELCO-VZ 1-22, and please explain:

- a) Of the poles listed as having been removed in each year, how many were part of Verizon's effort to remove double poles that had been in place for more than one year after Verizon was notified to transfer ("delayed removal")?
- b) Excluding delayed removal of double poles, how many poles has Verizon replaced each year on average over the last five years?
- c) In the last five years, how many poles did Verizon replace to accommodate new third-party attachments?
- d) Please identify the closest high-power lines to the poles identified in Exhibit F to the Declaration of David Allen. Please identify any protected shade trees, and provide evidence of such status, adjacent to the Exhibit F to the Declaration of David Allen. Please identify the basis for permitting boxing of those poles.
- e) On average, how long does it currently take Verizon to remove a pole once it is notified by National Grid of the need to transfer? Please calculate the average time in terms of your most recent 25 pole removals performed involving National Grid.

**OTELCO-VZ-2-13**

Refer to Verizon's response to OTELCO Information Request OTELCO-VZ 1-23. Verizon states that its technicians "conduct an inspection of each pole on which they have been assigned to perform work ..." Does Verizon inspect poles other than when a technician is assigned to perform work on the pole? For example, does Verizon conduct periodic inspections of its pole plant unrelated to third party attachers or specific work on the poles? If so, please describe the circumstances under which this would occur.

**OTELCO-VZ-2-14**

When was the last time Verizon updated its pole attachment contracts, agreements, and internal pole processes (e.g., Joint Ownership Agreements, Pole Attachment Agreements, vegetation management and storm restoration processes, mutual aid agreements, collective bargaining agreements, etc.)? Does Verizon have a planned frequency for updating such documents and processes?



**OTELCO-VZ-2-15**

Refer to Verizon's response to DTC Information Request DTC-Verizon 1-3.

- a) Verizon estimates that boxing may increase its labor costs of replacing a pole by a minimum of \$188 to \$281 per pole. When a pole lacks space to accommodate a new attachment but still has sufficient space and strength to accommodate the existing attachment, does Verizon agree that there is a cost in retiring the pole early? If so, has Verizon quantified that cost? Conversely, does Verizon agree that it saves costs by not retiring a pole early? If so, has Verizon quantified that cost?
- b) Verizon states that in some instance boxing may not leave enough room for Verizon to overlash new facilities to its existing ones, causing it to have to install a separate line of attachments on its poles and incur resulting make-ready expenses. Please provide examples of where this situation has occurred.
- c) Verizon says that other attachers may incur added expense when performing repair or other work on a boxed pole. Please provide examples of where this situation has occurred.

**OTELCO-VZ-2-16**

Refer to Verizon's response to DTC Information Request DTC-Verizon 1-5. Please provide Verizon's standards for storm loading.

**OTELCO-VZ-2-17**

Refer to Verizon's response to DTC Information Request DTC-Verizon 1-11. Does Verizon track the time it takes from the date an application is filed until the date Verizon issues a license? If so, please provide the average amount of time that this process takes.

**OTELCO-VZ-2-18**

Refer to Verizon's response to DTC Information Request DTC-Verizon 1-26.

- a) Verizon states that "the through-hole for the opposite-side facilities may be as close as 4 inches from existing holes, weakening the pole." Please provide all examples in the last five years of Verizon poles breaking due to holes within four inches in the communications space. Please also provide any studies relied upon by Verizon in making this assertion.
- b) Verizon states that "[b]oxing can also cause a pole to flip in the event of pole failure...." Please provide all examples in the last five years of this outcome occurring. Please also provide any studies relied upon by Verizon in making this assertion.
- c) Verizon states that "boxing can result in cables being placed across from each other on the pole, increasing the likelihood of facilities contacting each other on the span between poles, causing damage over time." Please provide all examples in the last five years of this outcome. Please also provide any studies relied upon by Verizon in making this assertion.
- d) Please provide any studies relied on by Verizon showing higher rates of pole failure or facilities damage on boxed poles.

**OTELCO-VZ-2-19**

Refer to Verizon's response to DTC Information Request DTC-Verizon 1-30. In that response, Verizon refers to "overlapping on existing facilities." Does Verizon permit third-party attachers to overlap third-party attachments to existing Verizon attachments to avoid make-ready expenses, or for any other reason?

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**CERTIFICATE OF SERVICE**

I hereby certify that on this 14th day of July 2022, I served OTELCO's Second Set of Information Requests to Verizon upon each person designated by the official service list compiled by the Secretary in this proceeding listed below:

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Respectfully submitted,

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