

**Verizon New England Inc.
d/b/a Verizon Massachusetts**

Commonwealth of Massachusetts

Docket No. D.T.C 22-4

Respondent: David Wolanin
Title: Senior Engineer

REQUEST: OTELCO, Set #2

DATED: July 29, 2022

ITEM: 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?

REPLY:

Initially, yes. However, during warm months and/or under snow and ice loads the sag of the lighter cable is not likely to continue to match that of the heavier cable.

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Respondent: Christopher Bean
Title: Regulatory Manager

REQUEST: OTELCO, Set #2

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ITEM: 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.

REPLY:

As stated in the response to OTELCO-VZ 1-3, Verizon MA does not keep records showing which poles have been boxed and therefore does not have information from which to respond to this request.

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ITEM: 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.

REPLY:

Please refer to Wolanin Affidavit, Exhibit E.

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ITEM: 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.

REPLY:

See response to OTELCO-VZ 2-2.

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ITEM: 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.

REPLY:

Verizon typically does not transfer third party attachments. However, during emergency restoration of downed poles and lines, Verizon may temporarily reattach a third party's cable in order to make a road safe and passable. Verizon MA may also perform work on third party attachments if the owner has failed to move or transfer its facilities on time and that failure is causing delay in other Verizon MA work, such as removing a pole.

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ITEM: 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”?

REPLY:

No. A single network of poles for both electrical service and communications services is and has always been the baseline in Massachusetts, and there is no issue in this case as to whether the Department should require separate networks in the interests of safety. In contrast, the practice of boxing poles as proposed by OTELCO would violate a fundamental policy of network construction in Massachusetts up to now, and the Department should be concerned about the safety and worker safety ramifications associated with OTELCO’s proposal.

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DATED: July 29, 2022

ITEM: 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.

REPLY:

Once OTELCO provided the locations of those poles, Verizon MA visited each of these poles in the field. Three of the poles in OTELCO’s pictures (T.646/E.33 Sykes St. in Palmer, T.126/E.46 Northampton St. in Easthampton and T.35/E.46 Main St. in Easthampton) are not boxed. One of the poles (T.16/E.16 Chestnut St. in Northampton) was clearly boxed, by Verizon MA, to avoid installing a taller pole, which would have required us to decimate a large shade tree nearby. The five remaining poles were boxed by Verizon MA, and on our review, this construction is not consistent with our policy on boxing. When these poles are replaced, all attachments will be moved to the same side of the pole to eliminate the boxing, if possible given the configuration of attachments on the poles.

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DATED: July 29, 2022

ITEM: OTELCO-VZ 2-8 Refer to Wolanin Affidavit ¶ 13. On what date did you first disclose the referenced policy to OTELCO?

REPLY:

On or about May 5, 2022.

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ITEM: 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?

REPLY:

Verizon does affix identifying tags to its facilities. However, other attachers are inconsistent in following this practice.

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ITEM: 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?

REPLY:

See response to OTELCO-VZ 2-2.

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ITEM: 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.

REPLY:

Objection: Verizon MA objects to parts (a) and (b) and the final question in part c) of this request on the grounds that they seek information that is neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence. Verizon MA further objects to the final question in part c) on the ground that answering it would require an unduly burdensome special study of its records of thousands of poles Verizon MA has surveyed for make-ready work on behalf of OTELCO. Subject to these objections, Verizon MA states the following:

a) Before working on a pole, Verizon MA's technician will visually inspect it for rot or decay and for termite or ant infestation. The technician may also sound the pole by hitting it with a hammer, listening for a hollow sound indicating interior pole damage. The technician may also prod the pole with a screwdriver or prod at ground level (in paved areas) or below ground level.

b) If, based on a visual inspection, Verizon MA's technician believes a pole may be overloaded, the technician will refer the pole to his or her supervisor, who will refer it to Verizon MA's Engineering group to determine whether the pole is overloaded consistent with sound engineering principles. In the case of third-party make-ready, the survey results will note if the surveyor believes a pole may be overloaded or unable to bear additional attachments, and Verizon MA's contractor, in consultation with any joint pole owner, will determine from the survey data whether either of these conditions is the case, again consistent with sound engineering principles.

c) Yes, if a pole is rotten or overloaded but also would require replacement to accommodate a new attachment for spacing reasons, then Verizon MA would bear the cost of replacing that pole, and any existing attachers would bear the cost of transferring their facilities to the new pole. See also Verizon's response to DTC-Verizon 1-23. Verizon MA has reviewed a significant number of the make-ready surveys it has conducted for OTELCO and none fall into this category.

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ITEM: 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.

REPLY:

Objection: Verizon MA objects to part (e) of this request on the grounds that it seeks information that is neither relevant to the subject matter of this litigation nor reasonably calculated to lead to the discovery of admissible evidence, in that Verizon MA will issue a pole attachment license once all make-ready work on an application, other than pole removal, is complete. An applicant need not wait for an old pole to be removed in order to attach its facilities. Verizon MA further objects to part (c) on the ground that answering it would require an unduly burdensome special study. Subject to these objections, Verizon MA states the following:

- a) Verizon MA does not conduct an independent effort to remove poles that have been in place for over one year. When pole removal is necessary, Verizon strives to remove the pole as quickly as possible to minimize overall double pole totals in Massachusetts.
- b) Verizon MA does not track “delayed removal” double poles as referenced in the question.
- c) Verizon MA does not track this data.
- d) See Verizon MA’s response to OTELCO-VZ 2-7.
- e) Verizon MA does not track this data.

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ITEM: 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.

REPLY:

No, Verizon does not perform regular or periodic inspections of its pole plant unrelated to third party attachers or specific work on the poles.

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Docket No. D.T.C 22-4

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ITEM: 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?

REPLY:

Pole attachment contracts, agreements and internal processes are updated on an as needed basis. There is no set schedule for updating these documents or processes.

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ITEM: 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.

REPLY:

- a) Yes, Verizon MA would prefer that third party attachers not cause Verizon MA or its joint owners to replace poles early. Verizon MA and other existing owners will not be

able to realize the full value of their investment in a pole if forced to prematurely replace it to make room for a new third-party attacher that does not fit. In this scenario, if the third party attacher does not bear the full cost of replacing the pole, Verizon or the other pole owners will be forced to subsidize the new attacher's network build by foregoing the remaining life and value of the existing pole. Verizon MA does not agree that allowing a third party to box a pole instead of replacing it saves Verizon MA costs, because boxing will make it more difficult and expensive for Verizon MA to perform work or repairs on the pole in the future, and short-circuits Verizon's existing investment in the existing pole. If making room for a new attachment is the sole reason a pole requires replacement, the new attacher should pay the costs of replacing the pole.

- b) See response to OTELCO-VZ 2-2.
- c) See response to OTELCO-VZ 2-2.

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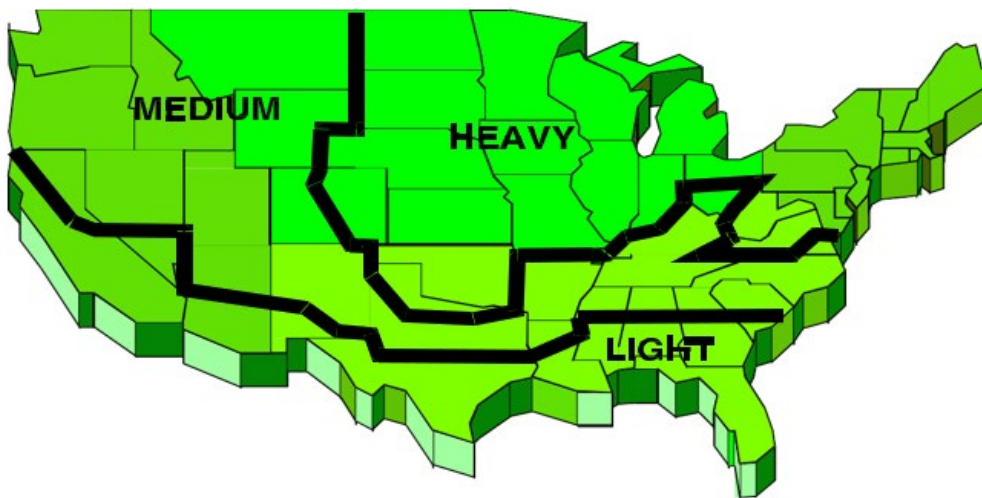
DATED: July 29, 2022

ITEM: 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.

REPLY:

Storm Loading

The NESC map below depicts the storm loading expected across the contiguous United States based on the frequency, severity and damaging effects of ice and wind storms. The table below documents the standard vertical clearances Verizon MA applies to account for storm loading.



Basic Vertical Clearances for Crossings and Parallel Lines

OBJECT	VERIZON OBJECTIVE CLEARANCE (FEET)
Railroad tracks	27
Public roads and parking lots	18
Public alleys and driveways	18
Residential driveways	18
Open land and ways used by pedestrians only	9.5
Open land traversed by vehicles	18
Roofs accessible to vehicles	18
Spaces and ways, including flat roofs and balconies, accessible to pedestrians only	9
Roofs without regular access	9
Billboards, signs, chimneys	9
Water areas not used by sailboats	15
Other water areas:	
Less than 20 acres	18
20 to 200 acres	26
200 to 2000 acres	32
More than 2000 acres	38
Sailboat rigging and launching areas:	
Areas serving the water areas listed above	add 5

"These distances may be increase if unusual conditions are present. Where Verizon and power lines cross, a joint pole is preferable to a span crossing"

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ITEM: 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.

REPLY:

The average time from application received to licenses issued between 1/1/2020 and 6/30/2022 is 190 days.

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ITEM: 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.

REPLY:

- a) Verizon does not track this data.
- b) See response to OTELCO-VZ 2-2.
- c) See response to OTELCO-VZ 2-2.
- d) Verizon is not aware of any such studies.

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ITEM: 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?

REPLY:

No, Verizon does not permit third parties to overlap to Verizon facilities. Third party attachers do sometimes overlap to their own pre-existing cables or, with agreement, to another third party's attachments.