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2 **STATE OF NEW HAMPSHIRE**

3
4 **Before the**

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6 **PUBLIC UTILITIES COMMISSION**

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8 **DT 20-111**

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10 **COMCAST OF MAINE/NEW HAMPSHIRE, INC.**

11 **Petition for Resolution of Dispute and Declaratory Ruling**

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16 **PREFILED DIRECT TESTIMONY OF GLEN FOURNIER**

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18 **On Behalf of**
19 **Consolidated Communications of Northern New England Company,**
20 **LLC (“Consolidated”)**

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22
23 **October 26, 2020**

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1 **PREFILED DIRECT TESTIMONY OF GLEN FOURNIER**

2 **Q: Please state your name, employer, occupation, and place of business.**

3 A: My name is Glen Fournier. I work for Consolidated Communications. My
4 business address is 5 Davis Farm Road, in Portland, Maine. I have been
5 employed by Consolidated Communications since it acquired FairPoint
6 Communications during July 2017. I presently work in Consolidated’s License
7 Administration Group as a Project Manager III/LAG Specialist.

8 **Q: Please describe your relevant educational and professional background.**

9 A: I have a Bachelor of Arts Degree in Mathematics from the University of Maine. I
10 graduated in May 1990. After graduating, I began working for New England
11 Telephone and Telegraph Company (“NET”). I have worked for the Northern
12 New England incumbent telecommunications carrier since that time frame.
13 I began with NET as a “Specific Engineer”, which was somewhat equivalent to
14 what is commonly known in the industry as a “Turf Engineer”. However, as a
15 Specific Engineer, I worked on larger engineering based projects such as roadway
16 projects and cable or subscriber line relief projects over a larger service territory
17 than a typical “turf”. In 1992, I moved to a Turf Engineer and engineering
18 aspects related to high capacity based projects within my turf, Exchange of
19 Notices with various electric utilities, new business services, cellular
20 communication sites and other engineering work orders within the turf.

21 **Q: Are you now in Consolidated’s License Administration Group?**

1 A: Yes. I moved to the LAG during July 2015.

2 **Q: Have you previously testified before the New Hampshire Public Utilities**
3 **Commission (the “Commission”)?**

4 A: No, I have not testified under oath in a proceeding before the Commission.
5 However, during the below referenced pole attachment proceedings I made a
6 presentation to the Commission regarding specific aspects of the pole attachment
7 process.

8 **Q: On whose behalf are you testifying?**

9 A: I am testifying on behalf of Consolidated Communications of Northern New
10 England Company, LLC. Comcast of Maine/New Hampshire, Inc. (“Comcast
11 Cable”) sought to attach to certain utility poles in Belmont, New Hampshire, with
12 the use of a riser and conduit. On behalf of the LAG, I along with Att. Sarah
13 Davis (of Consolidated Communications) did not agree with the Comcast Cable
14 request and offered a different approach to solve for the issues. Comcast Cable
15 rejected our approach.

16 **Q: What is the purpose of your testimony?**

17 A: My testimony (i) addresses several of the Comcast Cable claims made in the
18 Petition filed with the Commission on July 13, 2020 and (ii) explains in further
19 detail why the Comcast Cable method of attachment would lead to an unsafe
20 condition on the poles, potentially endangering Consolidated Communications
21 and other attachers’ employees when working on the poles. My testimony

1 supports Consolidated Communications' conclusion that Comcast Cable's
2 attachment request, if erected, did not meet and would not meet what I consider to
3 be appropriate engineering guidelines and safety conditions.

4 **Q: Have you reviewed the limited Stipulation of Facts filed in this Docket on**
5 **October 13, 2020, and if so, do you agree with those facts?**

6 A: Yes, I have reviewed the Stipulation of Facts and I do agree with the statements of
7 fact in that document. I will not repeat the stipulated facts in my direct testimony.

8 **Q: Do you understand the relevant administrative rules in New Hampshire**
9 **regarding pole attachment requests?**

10 A: Yes. While I am not a lawyer and not trying to express legal conclusions, I have
11 experience in administering pole attachment requests in connection with this
12 Commission's administrative rules regarding pole attachments. I also participated
13 in the Commissions proceedings when it revised the pole attachment rules in
14 Docket DRM 17-139. That docket took over one year to complete. I have been
15 working with attachers and these revised administrative rules since the rules were
16 adopted during 2018.

17 **Q: Please describe the relevant New Hampshire pole attachment rules that have**
18 **been raised in this Docket to your knowledge.**

19 A: From my perspective, the primary administrative rule at issue in this Docket is
20 Puc 1303.01. Under subsection (a) of that rule, Consolidated Communications, as
21 an owner or joint owner of a pole, must allow licensed attaching entities access to

1 poles on just and reasonable terms and Consolidated Communications cannot
2 discriminate against pole owners. By “discriminate,” I mean that Consolidated
3 Communications may not treat attaching entities differently or favor one attaching
4 entity over another attaching entity. By licensed, I mean both (i) an attaching
5 entity has to have some type of authorization from the Commission to operate as a
6 telecommunications provider or other type of provider in order to access the poles
7 and (ii) the entity has to have a license from the pole owner to access the poles.

8 **Q: To your knowledge, does this administrative rule mean that a licensed cable**
9 **company or a licensed competitive local exchange company (“CLEC”) may**
10 **attach anything they want to utility poles in New Hampshire?**

11 A: To my knowledge, the answer is “no.” As I understand and interpret the rule on
12 behalf of Consolidated Communications, simply because a cable company or
13 CLEC has a license or other form of authority from the Commission to operate in
14 New Hampshire does not mean such entities may attach whatever they want
15 wherever they want on utility poles owned by other entities, such as Consolidated
16 Communications and Eversource in this Docket. Under Puc. 1303.01(a) and (b),
17 a pole owner shall prescribe attachments terms and conditions that are just
18 reasonable and nondiscriminatory. A pole owner also may deny an attachment
19 request if there is insufficient capacity on the pole, or for reasons related to safety
20 or engineering purposes/concerns. I also note that under Puc. 1303.01(c), a pole
21 owner should not deny a request to attach if there is another alternative that would
22 accommodate the attachment.

1 **Q: A Consolidated Communications' policy has been raised in this Docket by**
2 **Comcast Cable as being an unlawful policy. Before addressing that issue,**
3 **please explain this pole attachment policy.**

4 A: The policy relates to pole attachments – any pole attachments – being installed in
5 such a manner as to block assets. The policy has been provided in Consolidated
6 Communications' response to Staff's Data Request 1-3, as well as repeated in the
7 Stipulation of Facts at paragraph # 19.

8 When pole attachments are installed in a manner contrary to the above policy, the
9 multiple conduit and excess attachments inhibit Consolidated Communications'
10 ability to access its assets on poles, as well as inhibit other attachers from
11 accessing their respective attachments on the poles. This creates safety issues for
12 employees working on the poles.

13 **Q: Is this policy provided in the Comcast Cable Pole Attachment Agreement**
14 **and, if not, why does Consolidated Communications believe the policy**
15 **complies with the above referenced administrative rule?**

16 A: Under Puc. 1303.01(a) Consolidated Communications must treat all attachers in a
17 nondiscriminatory manner and we must act in a just and reasonable manner when
18 responding to attachment requests. The policy is meant to afford all attachers
19 equal access to the poles. When applied fairly, which is what I try to do in all
20 instances, the policy allows for attachers to attach to the poles in a
21 nondiscriminatory manner. Attachers' employees do not need to work around
22 excess conduit on the poles or multiple risers on the poles. Employees working

1 on the poles have better access to facilities on the poles. Otherwise, one
2 company's employees – in the case Comcast Cable – would have better access to
3 their facilities than the employees of other companies.

4 **Q: Is the policy consistent with the terms of the Pole Attachment Agreement in**
5 **your opinion?**

6 A; Yes. The policy has been in place for a significant amount of time and addresses
7 safety concerns. It provides the access that is required, while implementing terms
8 and conditions that are not overly burdensome or costly. These terms and
9 conditions allow the pole owner to more safely manage its plant and allow access
10 for all attachers. While the policy is not expressly provided in the Pole
11 Attachment Agreement, the Pole Attachment Agreement incorporates by
12 reference multiple safety standards, including the National Electric Safety Code
13 (“NESC”). This is located in Section 6.1 of the Pole Attachment Agreement.
14 This section of the agreement also incorporates the Telcordia Technologies “Blue
15 Book” standards and other standards. Section 6.1 of the Pole Attachment
16 Agreement also requires that of all of the safety standards, the more stringent
17 apply over those standards that might be considered less stringent. The 2017
18 version of the NESC Section 36, Sub-section 362, requires risers to be installed in
19 the safest position with respect to climbing space and exposure to traffic damage.
20 It also requires that number, size and location of riser ducts or guards should be
21 limited to allow adequate access for climbing. Section 2.6 of the Pole Attachment

1 Agreement contains a similar provision related to the refusal to allow the
2 placement of a licensee's facilities in a hazardous or unsafe conditions.

3 In connection with the specific poles in Belmont, specifically the middle pole
4 cannot be replaced with a taller pole due to the overhead high tension electrical
5 wires. That same pole also had multiple attachments and did not have sufficient
6 space to accommodate Comcast Cable's aerial attachments. Allowing Comcast
7 Cable to attach in the requested manner would have caused more congestion on
8 the poles, especially the middle pole. Again, this leads to unsafe conditions and
9 makes climbing the pole and working on the pole more hazardous than necessary.

10 In addition, Section 7.1.1 of the Pole Attachment Agreement contains further
11 terms of the parties' agreement which states that the "...Licensee shall, at its own
12 expense, construct and maintain its attachments and facilities on Licensor's poles
13 in a safe condition and in a manner acceptable to Licensor. Licensee shall
14 construct and maintain its attachments and facilities so as not to conflict with the
15 use of Licensor's poles by Licensor or by other authorized users of Licensor's
16 poles..." Again, I note Section 2.6 of the Pole Attachment Agreement contains
17 similar language related to not allowing attachments that would interfere with
18 Licensor's existing service requirements.

19 The manner in which Comcast Cable proposed to attach to the poles in Belmont
20 violate these terms. First, the proposed attachments would create a safety hazard.
21 Second, the Comcast Cable proposed attachments would unnecessarily increase
22 future attachers' costs and work timeframes when they attach on the same plant.

1 Similarly, when Comcast Cable attaches on the same plant in other locations
2 where other competitors have built similar redundant plant, Comcast's costs and
3 timeframes would also increase unnecessarily. I believe this type of attachment
4 both is unsafe and it conflicts with the rights to use the poles by other users.
5 Thus, the proposed attachments were not acceptable to Consolidated
6 Communications under Section 7.1.1 of the Pole Attachment Agreement.

7 **Q: So does this all mean that attachers in general or Comcast Cable in**
8 **particular are not allowed to place conduit or risers on poles owned by**
9 **Consolidated Communications?**

10 A: No.

11 **Q: Do you know whether Comcast Cable has its own risers on Consolidated**
12 **Communications' utility poles?**

13 A: In general, I do not know where Comcast cable has installed risers on Consolidated
14 Communications' poles. I note that Comcast provided no examples during
15 discovery, so I had no examples to research. Consolidated Communications does
16 not inventory attaching entities' attachments. I certainly expect that over the
17 years Comcast Cable and its predecessor companies have placed risers on the
18 poles.

19 **Q: Do you have an example where you, on behalf of the LAG, would grant a**
20 **license to Comcast Cable for the placement of a riser and/or conduit on**
21 **Consolidated Communications' poles?**

1 A: Yes. There is a project in Salem in which Comcast has engaged us for planning
2 purposes. That project is in the area of the intersection of Main Street and
3 North/South Broadway. It extends to the Westerly direction towards intersection
4 of Main Street and Central Street and to the Easterly direction in the area where
5 Main Street intersects Church Avenue. We are in the process of licensing 7 new
6 risers for Comcast Cable's facilities. The submitted project plan shows each riser
7 going from a Comcast asset (manholes and/or pullboxes) to a single Consolidated
8 asset (pole) in connection with its expansion. All of the risers, from my
9 perspective are necessary for the Comcast Cable attachments. Consolidated's
10 policy at issue in this docket prohibits a company from owning the conduit
11 running between two Consolidated assets and making that path unavailable to
12 others without the need for additional infrastructure on the poles. Unlike the
13 Salem situation, there is no tie in to a Comcast asset in Belmont that requires
14 Comcast's own infrastructure.

15 **Q: Does this conclude your prefiled direct testimony?**

16 A: Yes.