

*A Partnership Including  
Professional Corporations*  
600 13th Street, N.W.  
Washington, D.C. 20005-3096  
202-756-8000  
Facsimile 202-756-8087  
www.mwe.com

**Christine M. Gill**  
Attorney at Law  
cgill@mwe.com  
202-756-8283

Boston  
Chicago  
London  
Los Angeles  
Miami  
Moscow  
New York  
Orange County  
St. Petersburg  
Silicon Valley  
Vilnius  
Washington, D.C.

**MCDERMOTT, WILL & EMERY**

April 19, 2001

**VIA MESSENGER**

Ms. Magalie R. Salas  
Secretary  
Federal Communications Commission  
445 12th Street, S.W., Room TW-A325  
Washington, D.C. 20554

**Re: RCN Telecom Services of Philadelphia, Inc. v. Exelon Corp. f/k/a  
PECO Energy Company  
PA No. 01-003**

Dear Ms. Salas:

On April 16, 2001, on behalf of Exelon Corporation ("Exelon") and PECO Energy Company ("PECO"), we filed a Motion to Dismiss on behalf of Exelon and a Response to Complaint on behalf of both Exelon and PECO in the above-referenced proceeding. However, for two of the declarations attached to the Response, Marie P. Furey and Simona S. Robinson, the exhibits were inadvertently omitted. Accordingly, attached herewith are four sets of exhibits for those declarations (marked accordingly) for appropriate insertion in the original Response and the copies of the Response on file at the Commission. We are also enclosing four sets of complete declarations (declaration plus exhibits) if you would prefer to correct the record in that manner.

Also, the cover letter with which we filed the Motion to Dismiss on April 16 indicated that a copy of John C. Halderman's original declaration was attached to the Motion and that the original was attached to the Response to Complaint), but that we would provide another original declaration for attachment to the Motion shortly. Accordingly, we are hereby providing another original declaration of Mr. Halderman, which is identical to the copy presently attached to the Motion except for the signature date. Please substitute this original for the copy currently attached to the Motion. Three copies of this new original are also enclosed.

template 06C002

ERLDS 06C01

Federal Communications Commission  
April 19, 2001  
Page 2

We are providing copies of these materials to all persons who were served with the Motion and the Response.

Please return a file-stamped copy of these materials to our office with our courier.

Thank you for your attention to this matter. If you have any questions, please do not hesitate to call me.

Very truly yours,



Christine M. Gill

Enclosures

cc: William L. Fishman  
Peter A. Corea  
Deborah Lathen  
Kathleen Costello  
William H. Johnson  
Cheryl King  
Marsha Gransee  
James P. McNulty  
Louise Fink Smith  
Karen D. Cyr

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

<b>In the Matter of</b>	)	
	)	
<b>RCN TELECOM SERVICES OF PHILADELPHIA, INC.</b>	)	<b>PA No. 01-003</b>
	)	
<b>v.</b>	)	
	)	
<b>EXELON CORP. f/k/a/ PECO ENERGY COMPANY</b>	)	

**DECLARATION OF  
JOHN C. HALDERMAN**

I, John C. Halderman, pursuant to FCC Rule Sections 1.16 and 1.1407, hereby declare as follows:

1. I am an individual over the age of 18 and serve as Assistant General Counsel for Exelon Business Services Group. In that capacity, I am familiar with Exelon Corporation ("Exelon"). I am also familiar with the facts of this case and have actual knowledge of the facts discussed in this declaration.

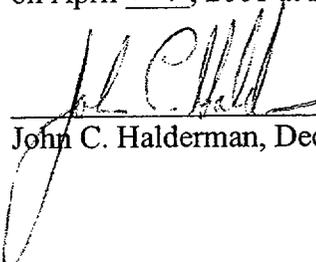
2. Exelon was incorporated in February 1999 as a subsidiary of PECO Energy Company ("PECO"). However, through a merger involving Exelon, PECO, and Unicom Corporation in October 2000, Exelon became the holding company parent of PECO. The merger first involved a stock swap between Exelon and PECO Energy Company. Through that transaction, Exelon became the parent of PECO. Unicom Corporation then merged into Exelon, with Exelon as the surviving entity (Exelon became the parent of Unicom's subsidiaries, including Commonwealth Edison Company). Despite the merger

transactions, Exelon and PECO both retained their names and remained ongoing concerns under those names. Exelon has never been known as PECO Energy Company.

3. Exelon does not own, administer, or control the utility poles at issue in this case. It has never owned, administered, or controlled the utility poles at issue in this case. Rather, the poles are owned and controlled by PECO. Also, Exelon was not involved in negotiating the pole attachment agreement between PECO and RCN Telecom Services of Philadelphia ("RCN") dated August 13, 1999 ("the Agreement"). Nor is Exelon currently involved with administering the Agreement or in any continuing dialogue between PECO and RCN over the pole attachment rate being charged to RCN. Those matters are purely within the purview of PECO.

4. I have reviewed the Response to Complaint and Motion to Dismiss of Exelon, and to the best of my knowledge and belief, all the facts stated in those pleadings with regard to Exelon are true and correct.

I declare under penalty of perjury that the foregoing is true and correct. Executed on April 18, 2001 at Philadelphia, Pennsylvania.

  
\_\_\_\_\_  
John C. Halderman, Declarant

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

<b>In the Matter of</b>	)	
	)	
<b>RCN TELECOM SERVICES OF PHILADELPHIA, INC.</b>	)	<b>PA No. 01-003</b>
	)	
<b>v.</b>	)	
	)	
<b>EXELON CORP. f/k/a/ PECO ENERGY COMPANY</b>	)	

**DECLARATION OF  
MARIE P. FUREY**

I, Marie P. Furey, pursuant to FCC Rule Sections 1.16 and 1.1407, hereby declare as follows:

1. I am an individual over the age of 18 and am employed by PECO Energy Company ("PECO"). My job title is Manager-Facilities Leasing, my responsibilities involve oversight of leasing activities on various infrastructure assets owned by PECO including its distribution poles which are the subject of this dispute. I have actual knowledge of the facts and exhibits discussed in this declaration.

2. I am familiar with the facts of this case, including the pole attachment agreement between PECO and RCN Telecom Services of Philadelphia ("RCN") dated August 13, 1999 ("Agreement"). I was closely involved in the negotiations leading up to the Agreement, and have been involved in the administration of the Agreement since that time.

3. The first meeting between PECO and RCN to discuss a pole attachment agreement took place on June 18, 1999. At that meeting, Wayne Waldron of RCN presented me with requested changes to PECO's standard pole attachment agreement and requested that PECO make a decision on the changes that same day. The changes RCN requested were significant, involving items such as the proposed rate, terms for relocating attachments for safety or reliability reasons, liability for damage to attachments, and indemnification provisions. I reviewed the requested changes and indicated that these changes would not be consistent with our agreements with other similar situated attachers. I told Mr. Waldron that PECO could not make a decision that day, but would take RCN's requests under consideration.

4. After giving careful consideration to RCN's requests for changes, PECO decided not to accept them because they would shift unacceptable liability risks related to RCN's presence on PECO's poles to PECO's ratepayers and shareholders. I communicated this to Mr. Waldron in a telephone conversation. At that point, Mr. Waldron asked that PECO have an attorney review the changes. I asked Mr. Waldron to first provide me with RCN's proposed changes in a "black line" format on PECO's standard pole attachment agreement, and he provided this on June 29, 1999. I then spoke with Mr. Waldron shortly thereafter by telephone and reemphasized PECO's concerns that RCN's changes could increase risks to PECO's utility business. However, I agreed to review the changes with an attorney.

5. I reviewed the changes with John Halderman, then Assistant General Counsel at PECO, on July 19, 1999. Mr. Halderman agreed that the requested changes posed increased risks to PECO's utility business that could not be accepted. When I called Mr. Waldron and notified him of that determination, he asked that the reasons for it be put in writing. I informed him that it was not PECO's practice to do so because, given the large number of pole attachment requests it must deal with, putting all responses in writing

would be too great an administrative burden. I then had executable originals of the Agreement sent to Mr. Waldron on July 22, 1999.

6. I received back the originals of the Agreement, signed by RCN with reservations, on August 13, 1999. They were then signed on behalf of PECO, and one original was sent to RCN and the other original retained by PECO.

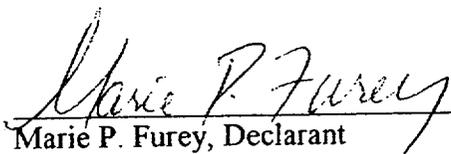
7. After the Agreement was entered on August 13, 1999, PECO did not receive any letters from RCN complaining about attachment rates until July 27, 2000. On that date, Terry Roberts, Director of Access and Rights of Way at RCN Corporation, wrote to M.A. Williams, Manager of Real Estate and Facilities at PECO, expressing RCN's belief that the attachment rate PECO was charging was too high (attached as Exhibit A). Mr. Williams subsequently discussed the matter with Mr. Roberts, informing him that PECO believed RCN was bound to abide by the rates and terms of the Agreement, which it had already entered into with PECO. At Mr. Robert's request, Craig Adams, Vice President of Contractor and Supply Management at PECO, followed-up that conversation with a letter to Mr. Roberts dated November 8, 2000, in which Mr. Adams stated that the rate being paid by RCN was an unregulated market rate, and that application of it to RCN was appropriate due to the fact that RCN provides Internet access (attached as Exhibit B). Mr. Adams also emphasized that all companies similar to RCN were charged the same rate RCN was being charged.

8. The next correspondence RCN sent PECO regarding pole attachment rates was a letter dated January 23, 2001 from Scott Burnside, Senior Vice President of Regulation and Government Affairs at RCN, to Mr. Halderman (attached as Exhibit C). The letter set forth RCN's belief that the rates were "unreasonable and unlawful" and asked that PECO provide it with "company data" on rates and schedule a meeting. Mr. Halderman responded to the letter on February 2, 2001, informing Mr. Burnside that he

had discussed that letter with Mr. Williams of PECO and would like to set up a meeting with Mr. Burnside at Mr. Burnside's earliest convenience (attached as Exhibit D). Mr. Halderman provided Mr. Burnside with his secretary's name and telephone number and asked that he contact her with dates he was available.

9. Subsequently on March 7 and April 5, 2001, I and other PECO representatives met with RCN representatives to discuss the rate issue and other issues related to make-ready for RCN's attachments. While the parties made progress regarding make-ready issues, the disagreement between PECO and RCN regarding rates was not resolved at these meetings.

I declare under penalty of perjury that the foregoing is true and correct. I also hereby verify that the exhibits attached to this declaration are true and correct. Executed on April 12, 2001 at Philadelphia, Pennsylvania.

  
Marie P. Furey, Declarant

# EXHIBIT A



100 Lake Street  
Dallas, PA 18612  
1.800.RING.RCN  
Fax (570) 674-1505

July 27, 2000

M.A. Williams, Manager  
PECO ENERGY COMPANY  
Real Estate & Facilities  
2301 Market Street  
Philadelphia, PA 19103

Dear Mr. Williams

I am writing you in response to the recent invoice RCN has received from PECO ENERGY COMPANY dated July 6, 2000, in the amount of \$35,957.13. RCN and PECO ENERGY COMPANY entered into a Pole Attachment Agreement dated August 13, 1999. That agreement reflects annual attachment rates of \$9.21 for cable attachments and \$47.25 for telecommunications attachments, the latter described as "non-CATV providers." RCN does not agree with this rate structure and believes it is unlawful. As you may know, RCN is a franchised cable company although we also provide telecommunications services. If the cable rate were applied to the total of 1522 attachments covered by your invoice, the total due would be \$14,017.62. In our opinion, based on the present circumstances, that is the maximum PECO can lawfully charge RCN for the attachments in question. In fact, if the \$9.21 CATV rate cannot be justified under applicable pole attachment rules, even that amount may be unlawfully high.

More specifically, it is our view that PECO cannot, at present, charge two separate rates for CATV and non-CATV attachments. Section 224 (e) (1) governs the rates for pole attachments used in the provision of telecommunications services, including single attachments used jointly to provide both cable and telecommunications service. This section also sets forth a transition schedule for implementation of the new rate formula for telecommunications carriers. Until the effective date of the new formula governing telecommunications attachments, the existing pole attachment rate methodology of cable services is applicable to both cable television systems and telecommunications carriers. Beginning in February of 2001, the increased fees may be charged for telecommunications but must be phased in equally over a five-year period. While the FCC has expressed this view many times, it did so most recently in *Cavalier Telephone, LLC v. Virginia Electric and Power Company*, DA 00-1250, released June 7, 2000. In that decision the Cable Services Bureau stated the following:

"21. Complainant alleges that Respondent is charging an unreasonable annual pole attachment fee of \$36.00 per pole in 1999, \$37.00 in 2000 and a projected \$38.00 in 2001. Respondent is charging cable companies approximately \$5.00 per pole and other Virginia utilities are charging Complainant approximately \$4.00 per pole. The 1996 Act amended the Pole Attachment Act in several important respects. Section 703(6) of the 1996 Act added a new Subsection 224(d)(3), that expanded the scope of Section 224 by applying the pole attachment rate formula to rates for pole attachments made by telecommunications carriers in addition to cable systems, until a separate methodology becomes effective for telecommunications carriers after February 8, 2001. Our current formula applies to attachments made by cable systems and telecommunications carriers providing telecommunications services until February 8, 2001." (Footnotes omitted).

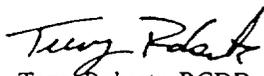
In light of the foregoing, RCN believes that the rate charged by PECO for RCN attachments is incorrect and, at a minimum, an adjustment is necessary to reduce the listed fee of \$47.25 to \$9.21 per attachment.

As you no doubt know, any rate charged by a pole owner must be just and reasonable, and must be based on an allocation of specified overall costs. While neither the cable rate of \$9.21 nor the higher rate of \$47.25 has been justified in any way by PECO, and RCN reserves the right to challenge either on the basis of the requirement that they be just and reasonable, a difference as striking as that between these two rates gives every indication of being excessive and impractical to justify.

Nevertheless, I invite you to present to me how both rates were derived, on what basis you believe you are entitled to charge RCN the higher rate at this time, and to provide any other views which you believe are relevant to this matter. It is our intention to pay PECO timely for use of your poles, and accordingly we would like to resolve this matter at the earliest possible time. Present invoices will be paid in full with an anticipated future adjustment.

Should you wish to discuss this further I can be reached at 570.674.1801

Sincerely



Terry Roberts, RCDD  
Director, Access and Rights-of-Way  
RCN Corp.

cc: W. Waldron  
M. Glidewell  
T. Wyllie  
S. Burnside  
W. Fishman

# EXHIBIT B



Craig L. Adams  
Vice President  
Contractor & Supply Management

Telephone 610.648.7800  
Fax 610.648.7738  
www.pcoenergy.com  
craig.adams@exeloncorp.com

An Exelon Company

PECO Energy Company  
1060 W. Swedesford Road  
Berwyn, PA 19312

November 8, 2000

Terry Roberts, RCDD  
Director, Access & Rights of Way  
RCN  
East Mountain Corporate Center  
100 Baltimore Drive  
Wilkes-Barre, PA 18702

Rec'd  
RE & F

NOV 10 2000

Dear Mr. Roberts:

I am in receipt of your letter dated October 31, 2000 and have reviewed your issue. As I understand, RCN executed a Pole Attachment Agreement with us on August 13, 1999 wherein you agreed to a rate per attachment per pole. You now wish to pay the rate that a CATV Company pays. The rate that you are now paying is the same rate that is charged all other telecommunication companies.

As I understand it, your company provides bundled communications services (in addition to CATV) which include Internet access which is not governed by the Telecommunications Act of 1996 and is therefore not governed by any rate structure. It is our belief that you are paying a consistently-applied market rate that is appropriate for the whole spectrum of services you provide to your customers via our facilities.

I hope this addresses your issue. If you have any further questions, please feel free to contact me.

Sincerely,

# EXHIBIT C



Scott Burnside  
Senior Vice President  
Regulatory & Government Affairs

100 Lake Street  
Dallas, PA 18612  
(570) 675-6201  
Fax (570) 675-6128

January 23, 2001

John C. Halderman, Esq.  
Assistant General Counsel  
PECO Energy Company  
2301 Market Street  
Philadelphia, Pennsylvania 19101-8699

Dear Mr. Halderman:

RCN signed a Pole Access Agreement with PECO on August 13, 1999. Under the terms of that Agreement, we have paid PECO \$11.5 million for attachment fees and make-ready work. Currently, RCN has attached to 9,446 poles and we anticipate the need for attachments to an additional 14,000 poles during this year. The Agreement required RCN to pay \$9.21 annually for each cable television attachment and \$47.25 annually for attachments other than cable.

These rates are, in our view, unreasonable and unlawful under Section 224 of the Communications Act and the FCC's corresponding regulations. On a number of occasions, RCN has attempted to enter a dialogue with PECO personnel concerning the annual pole attachment fees and costs for make-ready work. We have requested cost justification and specific information as to which corporate entity is doing the make-ready, its relationship to PECO, and whether similar fees are being charged to PECO's own affiliates. In addition, we have expressed concern about make-ready work which may have been charged improperly to RCN or which was paid for but not executed.

As you can see from the attachments to this letter, RCN wrote to Mr. Williams on two occasions but received no written response from him whatsoever. Numerous telephone calls were placed to Mr. Williams and on September 25, 2000, Mr. Williams finally agreed to speak with us but refused to discuss any specifics of our issues. We asked Mr. Williams to respond to our letter in writing; he has not done so. On October 31, 2000, RCN wrote to Mr. Craig Adams raising the same issues. Mr. Adams did respond briefly but his letter similarly evidenced an unwillingness to discuss the issues in any substantive way. On November 27, 2000, Ms. Simona Robinson responded addressing certain make-ready charges but similarly failed to grapple with the major issues we have raised.

I am growing concerned and frustrated by your company's pattern of behavior with respect to these matters. We have tried to initiate negotiations in a reasonable, business-like manner, without success. Therefore, pursuant to Section 1.404(g)(1)-(13) of the FCC rules, 47 CFR Section 1.1404(g)(1)-(13) that PECO provide us with company data as set forth therein. In addition, I am making one more request for a meeting with the appropriate PECO personnel so that we may resolve the differences between our two companies. I would appreciate hearing from you by February 9, 2001.

Sincerely,

SB/dr

# EXHIBIT D

100 Lake Street, Suite 1000  
Philadelphia, PA 19106  
Tel: 215-841-4263  
Fax: 215-568-3389

[www.exeloncorp.com](http://www.exeloncorp.com)

Direct Dial: 215 841 4263  
Fax: 215-568-3389

John C. Halderman  
Assistant General Counsel

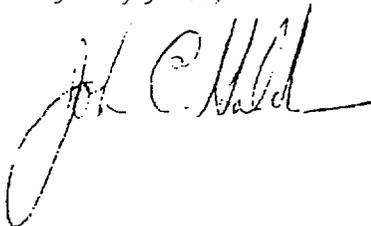
February 2, 2001

Scott Burnside,  
Senior Vice President  
RCN  
100 Lake Street  
Dallas, PA 18612

Dear Mr. Burnside:

Thank you for your letter of January 23, 2001. After discussing your letter with Mr. Williams, I suggest that we set up a meeting in our offices in Philadelphia at your earliest convenience to discuss the issues you raise. We will have in attendance the appropriate technical people to enable us to fully explore the issues. Please call my secretary, Margie Ganter, at (215) 841-4925 with a number of dates on which you are available and she will set up the meeting.

Very truly yours,

A handwritten signature in black ink, appearing to read "John C. Halderman".

JCH/mrg

cc: Mr. Michael A. Williams  
Ms. Marie P. Furey

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

<b>In the Matter of</b>	)	
	)	
<b>RCN TELECOM SERVICES OF PHILADELPHIA, INC.</b>	)	<b>PA No. 01-003</b>
	)	
<b>v.</b>	)	
	)	
<b>EXELON CORP. f/k/a/ PECO ENERGY COMPANY</b>	)	

**DECLARATION OF  
SIMONA S. ROBINSON**

I, Simona S. Robinson, pursuant to FCC Rule Section 1.16 and 1.1407, hereby declare as follows:

1. I am an individual over the age of 18 and am employed by PECO Energy Company ("PECO"). My job title is Joint Use Administrator, and my position entails managing the day-to-day process of reviewing and approving applications for attachments to PECO's poles. In addition, I oversee the make-ready work and attachment process. I have actual knowledge of the facts and exhibits discussed in this declaration.

2. I am familiar with the facts of this case, including the pole attachment agreement between PECO and RCN Telecom Services of Philadelphia ("RCN") dated August 13, 1999, and the pole attachment agreements between PECO and other entities. I am also familiar with federal law regarding discrimination in the context of pole

attachments. I can state with certainty that PECO is not discriminating against RCN. All companies that PECO's records indicate are similarly situated to RCN, including PECO's affiliates, are charged the same rate as RCN (\$47.25 per pole) and are subject to the same general terms and conditions as RCN.

3. PECO quickly processed RCN's applications for attachments and took other steps to make sure that the attachments could be completed in time to meet RCN's build-out schedule. For example:

- a. PECO allowed RCN to use RCN's own surveying firm to do initial survey work because, due to PECO's engineers' heavy schedules, that firm was able to complete the work more quickly than PECO's engineers.
- b. To ensure that RCN's build-out schedule is being met, EIS has increased its work force and meets with RCN every Monday to determine which poles RCN wants to give priority.
- c. For poles where make-ready work may involve unusually high costs, often due to the number of attachers that must be relocated, PECO and RCN undertake joint walk-outs to the poles to determine if a less expensive method is feasible.

4. In its Complaint, RCN lists several telecommunications companies with which it asserts PECO is affiliated or otherwise related. RCN lists PECO Hyperion Telecommunications (now PECO Adelpia Communications), Exelon Communications, Exelon Infrastructure Services, AT&T Wireless PCS of Philadelphia, Everest Broadband

Networks, and Metrocomm International Inc. Of those companies, only PECO Adelpia Communications and Exelon Infrastructure Services directly or indirectly have attachments to PECO's poles. PECO Adelpia does so through a sublease of dark fiber capacity from Exelon Communications on fiber that is already attached to PECO's poles. Both PECO Adelpia Communications and Exelon Infrastructure Services are charged the \$47.25 per pole attachment rate and adhere to the same general terms and conditions as RCN. In other words, PECO does not discriminate in favor of them.

5. To ensure that PECO's records are up to date as to the services offered by each attacher, and that it is thus charging each attacher the appropriate rate, PECO issued a survey to each attacher in January 2001. The survey asked attachers to list the services they provides over their attachments. A copy of the survey letter sent to RCN, on January 5, 2001, is attached as Exhibit A. RCN did not respond to that letter, so PECO sent a follow-up letter on March 26, 2001. A copy of that letter is also attached, as Exhibit B. That letter specifies that RCN has until April 16, 2001 to respond. As of this date, PECO has not received a response.

6. Verizon is charged a pole attachment rate of \$47.25. Under long-standing joint use arrangements between PECO and Verizon, it is generally allocated 12 inches of space on PECO's poles. It is PECO's understanding that Verizon as an incumbent local exchange carrier is not considered an attaching entity covered by the Pole Attachment Act

and, accordingly, PECO's pole attachment agreement with it is not relevant for non-discrimination purposes.

I declare under penalty of perjury that the foregoing is true and correct. I also hereby verify that the exhibits attached to this declaration are true and correct. Executed on April 12, 2001 at Philadelphia, Pennsylvania.

  
Simona S. Robinson, Declarant

# EXHIBIT A



An Exelon Company

PECO Energy Company  
Real Estate & Facilities  
2301 Market Street, N3-3  
P. O. Box 8699  
Philadelphia, PA 19101-8699

Telephone 215.841.5385  
Fax 215.841.5419  
www.exeloncorp.com

January 5, 2001

**Response Requested by March 1, 2001**

RCN  
Susan Snow  
850 Rittenhouse Road  
Trooper, PA 19403

**RE: Pole Attachments on PECO Energy Company's Network**

Dear Sir or Madam:

We are contacting you regarding your company's attachments on distribution poles pursuant to an agreement with PECO Energy Company ("PECO"). Pursuant to the Communications Act of 1934, as amended, and in order to properly administer pole attachment rental fees, PECO must be able to identify the number and nature of services provided over the attachments on PECO's facilities.

To that end, we request that you fill out the attached questionnaire and return it to PECO by March 1, 2001. If you do not provide PECO with the information specifically requested in the questionnaire, then it will be necessary for PECO to assume that all attachments are not being used to provide cable-only services and will need to adjust its rates accordingly.

If you have any questions or concerns, please do not hesitate to contact Simona Robinson at 215-841-5393.

Very truly yours,

A handwritten signature in black ink, appearing to read "Simona S. Robinson".

Simona S. Robinson  
Joint Use Administrator

Enclosure

**PECO Energy Company**  
**Pole Attachment Questionnaire**

**January 5, 2001**

Please complete and return to:

PECO Energy Company  
Attn: Simona Robinson  
Real Estate & Facilities  
2301 Market Street, N3-3  
Philadelphia, PA 19101  
Office: 215-841-5393  
Fax: 215-841-5419  
Email: Simona.Robinson@exeloncorp.com

---

1. Name of Attaching Entity \_\_\_\_\_
2. Information about individual completing this questionnaire:
  - a. Name: \_\_\_\_\_
  - b. Position/Title: \_\_\_\_\_
  - c. Address: \_\_\_\_\_  
\_\_\_\_\_
  - d. Phone: \_\_\_\_\_
  - e. Email: \_\_\_\_\_
3. **Please include information for any and all of your subsidiaries, affiliates and members of your corporate family who are attached to PECO's poles either directly or by overlashing.** In cases where services are delivered via (1) a single attachment or (2) an attachment *and* an overlashed attachment, please provide the information requested as if for a single attachment.
  - a. Total Number of Attachments \_\_\_\_\_
  - b. Number of Cable Service-Only Attachments \_\_\_\_\_

- c. Number of Telecommunications Service-Only Attachments \_\_\_\_\_
  - d. Number of Attachments used for combined Cable and Telecommunications Services \_\_\_\_\_
  - e. Number of Attachments used for combined Telecommunications Services/Cable Services/and Internet Services \_\_\_\_\_
  - f. Number of Attachments used for Internet Services Only \_\_\_\_\_
  - g. Number of Attachments used for combined Internet Service and Telecommunications Services \_\_\_\_\_
  - h. Number of Attachments used for combined Internet Service and Cable Services \_\_\_\_\_
  - i. Number of Attachments for Other Services (Please Identify) \_\_\_\_\_
4. For any unaffiliated third parties overlashed on your attachments, please provide:
- 1. Name of Attaching Entity \_\_\_\_\_
  - 2. Information about individual to contact regarding attachments:
    - a. Name: \_\_\_\_\_
    - b. Position/Title: \_\_\_\_\_
    - c. Address: \_\_\_\_\_  
\_\_\_\_\_
    - d. Phone: \_\_\_\_\_
    - e. Email: \_\_\_\_\_

# EXHIBIT B



PECO Energy Company  
Real Estate & Facilities  
2301 Market Street, N3-3  
P.O. Box 8699  
Philadelphia, PA 19101-8699

Telephone 215.841.5385  
Fax 215.841.5419  
www.exeloncorp.com

An Exelon Company

## FINAL NOTICE

March 26, 2001

### Response Requested by April 16, 2001

RCN of Phila  
Susan Snow  
850 Rittenhouse Road  
Trooper, PA 19403

### **RE: Pole Attachments on PECO Energy Company's Network**

Dear Susan:

We are writing as a follow-up to our letter dated January 5, 2001, regarding your company's attachments on distribution poles pursuant to an agreement with PECO Energy Company ("PECO"). To date, we have not received any response from RCN. In order to have accurately assessed pole attachment rental fees, RCN must identify the number and nature of services provided over the attachments on PECO's facilities.

PECO again request's that you fill out the attached questionnaire and return it to PECO by April 16, 2001. If you do not provide the information specifically requested in the questionnaire, PECO shall assume that attachments are being used to provide both cable and other services. Accordingly, PECO shall adjust higher, the rates charged for the July through December 2001 cycle, to reflect non-cable services.

If you have any questions or concerns, please do not hesitate to contact Simona Robinson at 215-841-5393.

Very truly yours,

A handwritten signature in cursive script, appearing to read "Simona S. Robinson".

Simona S. Robinson  
Joint Use Administrator

Enclosure

**PECO Energy Company**  
**Pole Attachment Questionnaire**

Please complete and return to:  
PECO Energy Company  
Attn: Simona Robinson  
Real Estate & Facilities  
2301 Market Street, N3-3  
Philadelphia, PA 19101  
Office: 215-841-5393  
Fax: 215-841-5419  
Email: Simona.Robinson@exeloncorp.com

---

1. Name of Attaching Entity \_\_\_\_\_
2. Information about individual completing this questionnaire:
  - a. Name: \_\_\_\_\_
  - b. Position/Title: \_\_\_\_\_
  - c. Address: \_\_\_\_\_  
\_\_\_\_\_
  - d. Phone: \_\_\_\_\_
  - e. Email: \_\_\_\_\_
3. **Please include information for any and all of your subsidiaries, affiliates and members of your corporate family who are attached to PECO's poles either directly or by overlashing.** In cases where services are delivered via (1) a single attachment or (2) an attachment *and* an overlashed attachment, please provide the information requested as if for a single attachment.
  - a. Total Number of Attachments \_\_\_\_\_
  - b. Number of Cable Service-Only Attachments \_\_\_\_\_
  - c. Number of Telecommunications Service-Only \_\_\_\_\_

Attachments \_\_\_\_\_

- d. Number of Attachments used for combined Cable and Telecommunications Services \_\_\_\_\_
- e. Number of Attachments used for combined Telecommunications Services/Cable Services/and Internet Services \_\_\_\_\_
- f. Number of Attachments used for Internet Services Only \_\_\_\_\_
- g. Number of Attachments used for combined Internet Service and Telecommunications Services \_\_\_\_\_
- h. Number of Attachments used for combined Internet Service and Cable Services \_\_\_\_\_
- i. Number of Attachments for Other Services (Please Identify) \_\_\_\_\_

4. For any unaffiliated third parties overlashed on your attachments, please provide:

1. Name of Attaching Entity \_\_\_\_\_

2. Information about individual to contact regarding attachments:

a. Name: \_\_\_\_\_

b. Position/Title: \_\_\_\_\_

c. Address: \_\_\_\_\_  
\_\_\_\_\_

d. Phone: \_\_\_\_\_

e. Email: \_\_\_\_\_