

September 29, 2016

Mrs. Barcy McNeal  
Commission Secretary  
The Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus, OH 43215

SUBJECT: Case Nos. 15-975-EL-ATA

Dear Mrs. McNeal:

In response to and compliance with the Orders dated February 25, 2015 and September 7, 2016 in Case Nos. 13-579-AU-ORD and 15-975-EL-ATA, respectively, please file the attached Pole Attachment Tariff pages on behalf of The Toledo Edison Company. These tariff pages reflect changes to the Pole Attachment Tariff.

Please file one copy of the tariffs in Case Nos. 15-975-EL-ATA and provide two copies to the Staff. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Santino L. Fanelli". The script is cursive and fluid.

Santino L. Fanelli  
Director, Rates & Regulatory Affairs

Enclosures

**POLE ATTACHMENT TARIFF**

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Filed pursuant to Orders dated February 25, 2015 and September 7, 2016 in Case Nos. 13-579-AU-ORD and 15-975-EL-ATA, respectively

before

The Public Utilities Commission of Ohio

Issued by: Steven E. Strah, President

Effective: September 29, 2016

## POLE ATTACHMENT TARIFF

### APPLICABILITY:

This rate is available to any person or entity other than a public utility within the Company's service territory who shall contract for a specified number of pole attachments or contacts, subject to the specific conditions set forth in the General Rules and Regulations Concerning Pole Attachments. Attachments under this tariff shall be made pursuant to 4901:1-3, Ohio Administrative Code.

Overhead contact service shall consist of providing the opportunity to any person or entity other than a public utility to attach or contact, or to reserve the right to attach or contact, communication cable facilities to poles owned by the Company for the purpose of routing cables required for the transmission of information or signals.

Underground occupancy service shall consist of providing the opportunity to any person or entity other than a public utility to utilize the Company's trenches jointly for the purpose stated above.

### RATE SCHEDULE:

#### OVERHEAD CONTACT SERVICE

ANNUAL NET RATE (per each pole contact or attachment):

\$8.99 per one foot of usable space

The rates contained in this tariff shall be updated on an annual basis. No later than May 1st of each year, the Company shall file with the PUCO a request for approval of the rider charges which, unless otherwise ordered by the PUCO, shall become effective on July 1st of each year.

#### UNDERGROUND OCCUPANCY SERVICE

ONE TIME CHARGE (underground trench occupancy):

- |   |          |
|---|----------|
| (1) Main line trench, per each foot jointly occupied, not to exceed | \$ 1.99  |
| (2) Service trench, if requested, per each service, not to exceed   | \$136.00 |

The charge for underground occupancy service shall be made prior to the actual installation of cable facilities within Company trenches and shall cover the entire period of occupancy of the trench. Nonpayment of any such charge when due shall constitute a default. Upon default, the Company will install its cable and the customer will lose any right to joint occupancy in that particular trench.

### INITIAL CHARGE:

A one-time application fee of \$5.00 will be made for each pole contact reserved during the term of the contact.

### TERMS OF PAYMENT:

The annual rental amount is due and payable within a period of fourteen (14) days after the commencement of each rental year and shall be based on all contacts and attachments or pole space reserved at any time during the rental period. After thirty (30) days a service charge of one and one-half percent (1½%) per month on the unpaid balance for an annual rate of eighteen percent (18%) shall be assessed by the Company on overdue bills. Any and all other bills, including make ready work, are due and payable within twenty-one (21) days of receipt. The twenty-one day period to accept a valid estimate for make ready work and make payment will be held in abeyance pending resolution of any dispute or inquiry. After thirty (21) days, a service charge of one and one-half percent (1½%) per month on the unpaid balance for an annual rate of eighteen percent (18%) shall be assessed by the Company on overdue bills.

**POLE ATTACHMENT TARIFF**

Pro rata credit will not be allowed for attachments removed during the course of the rental year, nor will pro rata credit be allowed for poles reserved and not utilized.

**TERMS OF CONTRACT:**

The term of contract shall be for a minimum period of twelve (12) months from the date of application with self-renewal periods of twelve (12) months each. Either party shall give at least sixty (60) days written notice prior to termination at the end of any contract period.

**SPECIAL RULES:**

- (1) Service shall be supplied in accordance with the Company's Rules and Regulations Concerning Pole Attachments as currently on file with the Public Utilities Commission of Ohio.
- (2) The customer, if required to forward a report to the local municipalities which it services, shall simultaneously mail a copy of such report to the Company. The report will be used to verify any previously submitted statements, and, adjustments, if any, shall be made to correct any inconsistencies between previous statements and the information contained in this report to local municipalities. Any adjustments shall be made within twenty (20) days after receipt of the report by the Company.
- (3) The Company shall provide all attaching entities no less than sixty days written notice prior to:
  - (a) Removal of facilities or termination of any service to those facilities;
  - (b) Any increase in pole attachment rates; or
  - (c) Any modification of facilities other than routine maintenance or modification in response to emergencies.Within fifteen days of such notice an attaching entity may file with the commission a petition for temporary stay of the action contained in a notice.

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**GENERAL SERVICE RULES AND  
REGULATIONS CONCERNING POLE ATTACHMENTS**

**DEFINITIONS:**

- (1) The following words, when used in these Rules and Regulations, shall have the following meaning unless otherwise clearly apparent from the context:
  - (a) "attachments" shall mean any aerial cables, wires, racks, messengers, guy cables or similar device, and any associated appliances attached to any pole, duct, conduit, or right-of-way owned or controlled by the Company, for purposes of routing of cables.
  - (b) "customer" shall mean any person or entity other than a public utility authorized to own, operate, or control cable communication facilities.
  - (c) "cable communication facilities" shall mean cables used primarily for transmission of signals which convey information, including but not limited to CATV companies, private communication systems, and security systems.
  - (d) "Company" shall mean The Toledo Edison Company.
  - (e) "contacts" shall mean the actual physical connection of a customer attachment, as well as the right to reserve space on Company property necessary to make an attachment, whether or not any physical attachment is made.
  - (f) "overhead contact service" shall mean providing a customer the opportunity to attach or contact, or to reserve the right to attach or contact, cable communication facilities to poles owned by the Company, for the purpose of routing cables required by the customer to distribute its services.
  - (g) "underground occupancy service" shall mean providing a customer the opportunity to jointly use the Company's trenches for the purpose of routing cables required by the customer to distribute its services.

**LIMITATION:**

- (2) The Company may deny an attaching entity access to its poles, ducts, conduits, or rights-of-way, on a nondiscriminatory basis where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes. Overhead service or underground occupancy service shall be available only to any person or entity other than a public utility as defined by Ohio Revised Code 4905.02.

**APPLICATION FOR ATTACHMENT:**

- (3) A customer shall make written application in the form and manner prescribed by the Company, for the right to reserve pole space or for permission to install attachments upon any pole of the Company, specifying the location of each pole in question, the character of its proposed attachments, and the amount and location of space desired. The application process shall be consistent with the rights and obligations set forth in 4901:1-3-03(B)(1) and (2), Ohio Administrative Code.

A customer shall make written application for the right to reserve trench space or for permission to share jointly in Company trenches. The Company shall notify the applicant in writing whether or not it is willing to permit joint use of trenches and, if so, under what conditions.

**CUSTOMER ATTACHMENTS:**

- (4) All attachments on Company poles are to be placed in a manner satisfactory to the Company and so as not to interfere with the present or any future use of its poles or wires. All attachments shall be installed and at all times repaired and maintained by the customer at its own expense so as to comply, at a minimum, with the National Electric Safety Code and other applicable regulations or codes promulgated by state, local or other governmental authority having jurisdiction over pole attachments by customers.

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**GENERAL SERVICE RULES AND  
REGULATIONS CONCERNING POLE ATTACHMENTS**  
(continued)

**SAFETY:**

- (5) The customer at its own expense shall take any necessary precautions by the installation of protective equipment or other means, to protect all persons and property against injury or damage occurring by reason of customer's attachments on the Company's poles or its cable located within the Company's trenches. The customer shall immediately report to the Company the occurrences of any damages to Company facilities and shall reimburse the Company for its expenses in making repairs to such facilities.

**NEW OR REPLACEMENT POLES:**

- (6) The customer shall bear the cost of any extra height or strength needed solely to accommodate cable communication facilities on new or replacement poles installed for Company purposes.
- (7) In the event that the Company for its own purposes desires to install a new pole where none previously existed, or to replace an existing pole to which the customer has made an attachment and because of the customer's planned joint use of such pole it is necessary either because of the customer's request or because of applicable codes or regulations for the pole to be taller or stronger than necessary to accommodate the Company's own attachments or those of any other person, partnership, corporation or other legal entity planning to use the pole, the cost of any extra height or strength shall be paid to the Company by the customer.
- (8) Where a new pole is installed to replace an existing pole solely to adequately provide for attachments which the customer proposes to place on the new pole, the customer agrees to pay the Company the cost of removing the existing pole, the cost of the new pole, and the cost of erecting the new pole, minus the salvage value of the removed pole. The customer shall also pay the cost of removing all attachments of any other owners from the existing pole and re-establishing the same or like attachments on the newly installed pole.

**REPLACEMENT OF EXISTING POLE:**

- (9) If the Company desires to replace an existing pole to which the customer has made an attachment, the Company shall notify the customer in writing of such intention. The customer shall reply within a ten (10) day period as to whether or not it intends to transfer the attachment to the Company's new pole. The customer shall relocate its facilities at its own expense concurrently with the Company's work. In the event that the customer fails to complete its work concurrently with the Company's, the Company may complete the customer's work and bill the customer for any additional costs incurred.

**REARRANGEMENT OF ATTACHMENTS:**

- (10) If the customer's proposed attachments can be accommodated on existing poles by rearranging the facilities of others thereon who will agree to such rearrangement, then notices to the third parties shall be made consistent with 4901:1-3, Ohio Administrative Code, and shall not relieve the customer from making proper application to the Company. The customer shall notify the Company before providing any additional guying so that a Company representative may be present. Any additional guying required by reason of the attachments of the customer shall be provided at the expense of the customer and to the Company's satisfaction in a prompt and expeditious manner.

**UNDERGROUND OCCUPANCY SERVICE:**

- (11) In the event that the customer is granted permission to share jointly in the use of Company trenches, the customer's cable shall be random laid in the trenches of the Company in a manner satisfactory to the Company so as not to interfere with any present or future use which the Company may desire to make of the trenches or facilities contained therein. The Company shall be the sole judge as to the requirements for the present or future use of its own installations and equipment and of any interference with its facilities. All cable shall be installed and maintained and repaired at all times by the customer at its own expense so as to comply with the National Electric Safety Code and applicable regulations or codes promulgated by state, local or other governmental authority having jurisdiction. When any repairs or new connections of the customer's underground cables necessitate the customer opening a jointly occupied trench, the customer shall notify the Company in advance of the time and place of such work. The customer shall employ only experienced competent persons to do such work and the customer shall take all necessary precautions to avoid damaging the Company's cable and facilities. The customer shall immediately report to the Company any occurrences of damage to Company facilities and agrees to reimburse the Company for its expense in making repairs to such facilities.

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The Public Utilities Commission of Ohio

**This foregoing document was electronically filed with the Public Utilities**

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Summary: Tariff Compliance filing for order dated September 7, 2016 electronically filed by Karen A Sweeney on behalf of The Toledo Edison Company and Fanelli, Santino L. Mr.