

September 29, 2016

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

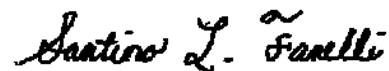
SUBJECT: Case Nos. 15-975-EL-ATA  
89-6006-EL-TRF

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 tariff pages on behalf of Ohio Edison Company. These tariff pages reflect changes to the Pole Attachment Tariff and its associated pages.

Please file one copy of the tariffs in Case Nos. 15-975-EL-ATA and 89-6006-EL-TRF, and 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

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The following rates, rules and regulations for electric service are applicable throughout the Company's service territory except as noted.

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**POLE ATTACHMENT TARIFF**

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The yearly charge of \$10.58 per pole, occupied or reserved at Attachee's request, shall be made for the communications system attachment of any necessary contact on a pole to accommodate a single messenger's strand (support wire) system, with or without communication cable(s) lashed to it, including service drops and multiple contacts where required for construction on this single messenger strand system or a single self supporting wire or cable, to any of the Company's poles by any person or entity other than a public utility that is authorized and has obtained, under law, any necessary public or private authorization and permission to construct and maintain the communications attachment, so long as the attachment does not interfere, obstruct, or delay the service and operation of the Company's electric system, or create a hazard to safety. Attachee shall pay Company on or before January 10 of each year, or within thirty days of an invoice date, whichever is later. 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 tariff charges which, unless otherwise ordered by the PUCO, shall become effective on July 1st of each year. 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.

Nothing herein shall be construed as a waiver by the Company of its property rights in its poles or facilities appendant thereto, and 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, as permitted by law, to its votes or to require removal of any wire, cable, facility or apparatus thereon.

The Company has heretofore entered into, or may in the future enter into, agreements or arrangements with others not covered by this tariff. Nothing herein shall be construed as a limitation, restriction or prohibition against the Company with respect to such other agreements and arrangements. The rights of any Attachee shall at sit times be subject to any present or future arrangement between the Company and any other public utility or governmental body.

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.

Attachments under this tariff shall be made pursuant to 4901:1-3, Ohio Administrative Code, subject to the following terms and conditions:

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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

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**POLE ATTACHMENT TARIFF**

**TERMS AND CONDITIONS**

The Company may require a formal contractual agreement with Attachee, which will depict the geographical area in which attachments are to be made and must be executed prior to the acceptance by Company of any proposals for specific pole attachments. The agreement required by the Company may include, but is not limited to, the following terms and conditions:

- A. Written Consent of Company: Attachee shall place no attachments on any of the Company's pates without the written consent of Company. The Company is under no obligation to give consent, but such consent shall not be unreasonably withheld.
- B. Location and Nature of Attachments: As specified in the agreement.
- C. Grace Period for Drop Wire Attachments: As specified in the agreement.
- D. Right of Company to Allocate Space: As specified in the agreement.
- E. Attachment Height and Code Compliance: As specified in the agreement.
- F. Time Frame for Application Review: 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 and as specified in the agreement.
- G. Charge for Extra Height or Strength: In any case where the Company installs a new pole, initially or as a replacement, to be used by Attachee, and judges it necessary, in order to accommodate the attachments of the Attachee, that such pole be tatter and/or stronger than one which it would install for its own use, or when Attachee requests the installation of a taller and/or stronger pole and the Company accedes to such request, the estimated cost of such extra height and/or strength shall be paid-in advance by the Attachee. Such cost shall be the difference between the estimated cost in place of the new pole and the estimated cost in place of a pole considered by the Company to be adequate for the attachments of the Company and shall be calculated as specified in the agreement.

Such pole shall be the sole property of the Company.

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

**Commission of Ohio Docketing Information System on**

**9/29/2016 4:40:13 PM**

**in**

**Case No(s). 15-0975-EL-ATA, 89-6006-EL-TRF**

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