

THE PUBLIC UTILITIES COMMISSION OF OHIO

INITIAL COMMENTS OF THE DAYTON POWER AND LIGHT COMPANY

DP&L's comments address three issues:

- 1) the appropriate treatment of proposals made to install facilities via overlanding;
- 2) necessary modifications to ensure that existing attaching entities comply with requirements to accommodate new attaching entities, including requirements associated with the so-called “double-wood” problem; and
- 3) objections to the “thumb-on-the-scales” proposal designed solely to benefit large telecommunications companies with Joint Use Agreements at the expense of electric utilities and their customers.

I. Overlapping Entities Should Not Be Exempt from All Standard Requirements and Obligations.

A. Introduction and DP&L's Primary Position Regarding Overlapping.

1. Introduction: Proposed section 4901:1-03(A)(7) Should Be Struck.

Proposed section 4901:1-03(A)(7) should be rejected and struck. Entities seeking to overlap on existing attachments should go through exactly the same process as any other attacher. If a load study shows that the pole would be overloaded as the result of a proposed overlap, then the overlap proposal should be rejected unless the overlapping entity is willing to pay for make-ready work to replace the existing pole or poles with a stronger pole or poles.

DP&L believes that the telecommunications industry has wrongfully persuaded various government regulators that overlapping is completely harmless and should escape virtually all normal requirements associated with attaching to utility poles. Physics proves otherwise – unquestionably overlapping increases pole loadings, which increases the potential for poles to be overloaded and, thus, should trigger a requirement to determine whether any make-ready work is needed. Even where there is no need for make-ready work, the increased pole loading reduces opportunities for new attachers to attach without triggering make ready requirements. Moreover, because the overlapping entity is present on the pole line, that entity needs to be aware whenever there are requirements that the attachment to which it is overlapped is subject to requirements rearrange facilities or move to a replacement pole when necessary. These are all factors that lead to a conclusion that an overlapping entity needs to follow the same process as every other attacher.

2. Overlashing Imposes a Quantifiable Increase in Pole Loading.

Overlashing, by definition, adds some volume and weight to the existing attachments that will increase pole loading. As recently as 2016, the Commission made that finding in approving DP&L's tariff requirement for advance notice and approval for an overlash:

The Commission finds that DP&L's voluntary proposed tariff language requiring advanced permission by DP&L for an attaching entity to overlash existing facilities is reasonable. Attachers may also negotiate separate agreements pertaining to the issue of overlashing. The Commission agrees with DP&L that overlashing an existing facility increases the load on a pole and that it is necessary to determine whether a pole can safely accommodate the additional load before the facility is overlashed.

In the Matter of the Application of Dayton Power and Light Company to Amend Its Pole Attachment Tariff, Case No. 15-971-EL-ATA, Finding and Order, Sept. 7, 2016 at ¶ 82 (emphasis supplied).

No reasonable argument could be made for a zero effect – there is a quantifiable increase in the cross-section exposed to wind and ice of an attachment that is overlashed.

DP&L, like most Ohio utilities, designs its system to NESC Grade B construction due to the potential for ice loading in Ohio. Per the NESC, Grade B designs should be able to withstanding a 1/2" of ice around each connector and a 40 mph wind. When companies overlash cables they add volume and surface area to the conductors which will collect more ice. This will add more weight and be affected more by a 40 mph wind. This adds loading to the pole.

Attachment A hereto is an affidavit of Barry Lucas, Manager, Design Engineering for DP&L that includes an engineering analysis prepared under his direction and supervision of the effects of a typical overlash on pole loading.

The top half of the analysis shows a typical mainline 3-phase design along a main thoroughfare in the DP&L service territory. This scenario shows five attachers currently on

the pole and a pole loading of 92.28% of the amount allowed for a Class B pole. The current status of the pole is the top attacher has a 1/4" strand with a 1/2" cable, the second from the top attacher has a 1/4" strand with a 1/2" cable, the third from the top attacher has a 1/4" strand with a 2" cable, the local phone company (4th from the top) has a 3/8" stand with a 1/2" cable and the bottom attacher is a city owned traffic sign cable with a 1/4" strand and 1/2" cable. The study shows that if the top attacher adds a 1/2" overlash on the existing strand it will increase the loading by approximately 1.73%¹. The study goes on to show the effects as one-by-one, each of the attachers overlash their cables or allows a third party to overlash. The pole loading increases roughly proportionately at about 1.7% for each 1/2" overlash cable and about 3.0% for a 1" overlash. Note that the fourth overlash had the result of pushing pole loading to an over-loaded condition that would require make-ready work in order to accommodate that fourth (and fifth) overlash.

The bottom half of the analysis shows a typical single phase design along a country road in the DP&L service territory. This scenario shows 2 attachers currently on the pole. The current status of the pole is the top attacher has a 1/2" strand with a 1/2" cable and the local phone company has a 3/8" stand with a 1/2" cable. Pole loading under such conditions is typically around 83.90%. The analysis shows that if the top attacher adds a 1/2" cable overlash to the existing cable it will increase the loading by 5.42% and a second 1/2" cable overlash will increase loading by about the same amount. Despite the greater percentage effect on loading from overlashing, these single phase poles with just a couple of attachments are less likely to be overloaded from overlashing because they typically start from a lower loading level.

Because there is a quantifiable effect on pole loading from overloading, there is no basis for treating it as if there were a zero probability of overloading a pole. Consequently, in order to assure safety and avoid overloading, an overlash proposal should be treated like any other proposed attachment. That is, it should require an application identifying where the overlash will occur and the configuration and type of overlash facilities that will be installed. And then, the utility must be allowed to determine whether the proposal will overload any pole and thus require make-ready work before it can be authorized.

3 Overlapping Increases the Risk of Sag.

Even if the poles on either end of an existing attachment that is overlashed are not overloaded, the increased weight of the attachment as overlashed increases the risk of a mid-span sag into other facilities. To ensure against that calamity, a pre-approval inspection and possibly a mid-span sag analysis will be required. In this regard, the Commission should understand that there has been a continual expansion of overlapping, time and time again by Competitive Local Exchange Companies (CLECs). They don't just hang one attachment and then later make one overlash. They tend not to remove old obsolete cable, but instead they overlash newer, higher capacity cable. Then a few years later as technology further advances, they do it again. The result is that in many instances, there are multiple overlashes on the same attachment. The proposed regulation would create incentives that would worsen this situation as perhaps multiple entities would seek to overlash on the same existing attachment.

4. Summary Conclusion for Primary Position.

The foregoing reasons justify striking the proposed 4901:1-3(A)(7) and treating overlapping entities like any other attacher. The physics of loading and the necessity to ensure safety has not changed since 2016 when the Commission approved DP&L's tariff to

require advance approval for an overlash. The current rules are already designed to allow attachers quick access to public utility poles balanced only by the legitimate needs of ensuring that electric reliability and safety is maintained. There is no need for special and preferential treatment of overlashing entities.

B. Alternative Position: Certain Minimum Requirements and a Streamlined Process Short of a Load Study Should Apply.

As noted above, it is DP&L's overall view that an entity seeking to overlash should be treated in a non-discriminatory manner, neither less nor more favorably, than any other attacher. However, DP&L also recognizes this political reality: at the end of this proceeding, overlashing entities are probably going to be given preferential treatment relative to other types of attachers. Therefore, instead of presenting only a blanket opposition to such preferential treatment, DP&L's comments will be focused on ensuring only that certain minimum standards and requirements continue to apply to overlashing entities.

1. A Contractual Relationship Needs to Exist Between a Pole Owner and an Overlashing Entity

In the Entry, it is proposed that a public utility shall not require approval for an existing attaching entity that overlashes its existing wires or a third party entity that is overlashing an existing attachment with the permission of an existing attaching entity.

In the first instance, there will already be a pole attachment agreement between the attaching entity and the pole owner.

The proposed regulations should make clear, however, that, also in the second instance, there needs to be a contractual relationship between the overlashing entity and the pole owner. Otherwise, the pole owner will not know who or how to contact the overlashing entity in cases where notifications are required, e.g., when pole lines are being replaced and

all entities on the existing pole lines are to move their attachments; emergency situations; or circumstances where a new attacher can be accommodated on an existing pole but only if the existing attachers including the overlashing entity rearrange their attachments.

DP&L therefore proposes a modification to 4901:1-3-03(A)(7) to clarify that an overlashing entity is required to enter into a pole attachment agreement with the pole owner. That agreement would include the requirement at 4901:1-3-03(A)(3) to use the notification system employed by the pole owner (in DP&L's case that is the SPANS system), to be responsible for moving or rearranging the attachment on request for reasons set forth in DP&L's tariff, and to comply with the other requirements set forth in the standard form pole attachment agreement that the Commission has previously reviewed.

The proposed modification is to add the following to the beginning of 4901:1-3-03(A)(7)(a):

"If an attaching entity enters into a pole attachment agreement pursuant to a public utility tariff, then a public utility shall not require approval for"

2. The Regulations Should Clarify that the
Utility Must Be Notified of the Type,
Size and Location of the Overlashed Facilities.

Proposed section 4901:1-3(A)(7)(c) sets forth requirements for how the utility should respond to a notice provided by an overlashing entity, but does not explicitly set forth minimum requirements for what the overlashing entity should provide in such notice. DP&L proposes that a sentence be added between the second and third sentence in the proposal that reads as follows:

4901:1-3(A)(7)(c) . . .

"If advance notice is required, the utility may require that such notice identify: each pole and existing attachment to which the overlap is

planned; the diameter of the fiber and/or cable to be overlashed; the method by which the overlashed facilities are to be securely attached to the existing attachment; and any other incidental facilities that are planned to be installed.”

3. Unused and Obsolete Attachments Must Be Removed in Connection with Any Proposed Overlash.

One aspect of the overlashing debate that is typically given less attention than it deserves is the fact that in many instances the original attachment is totally obsolete and completely unused except as a physical hanger to which other cables can be overlashed.

Even where an unused attachment plus overlash does not result in an immediate overload condition, the continued presence of the unused original attachment improperly siphons off a loading safety margin that could be used by some other attacher in the future. That outcome is contrary to any rational public policy – the most ardent proponent of facilitating fiber build-outs, should be first in line to protest against an existing attacher imposing a potential barrier to entry against new attacher by retaining an unused attachment that merely soaks up pole loading margins.

It is therefore DP&L’s recommendation that any proposal for overlashing be required to include a representation by the existing attachment owner that: 1) the existing attachment continues to be in service to transmit information; or 2) the existing attachment is no longer in such service and will be removed and replaced by the newly proposed cable and fiber.

This proposal can be implemented by adding a sentence at the bottom of proposed 4901:1-3-03(7)(d) that reads as follows:

“An existing attaching entity may overlash its own attachment or authorize a third party to overlash only if the existing attachment continues to be in service to transmit information. If such existing attachment is or will be no longer in service to transmit information, then it must be removed prior to the installation of new cable by the existing attaching entity or a third party.”

4. Default Values for Additional Loading Should Be Imputed for Overlashing as a Administratively Simple Substitute for a Full Load Study.

As noted above, overlashing cannot reasonably be treated as if it has zero effect on pole loading. Also as discussed above, an analysis of the average effects of overlashing on pole loading ranges from about 1.7% to 5.4% depending on the size of the cable overlashed and other characteristics of the pole and pole line.

If the Commission is not going to require or authorize that public utilities do loading studies in situations where an overlash is proposed, DP&L would recommend as an alternative that an administratively simple proxy method be applied.

DP&L proposes that the Commission explicitly authorize pole owners, during the 15 day notice period provided in 4901:1-3-03(A)(7), to apply default percentage pole loading increase values to poles for which the pole owner had previously performed a pole loading study. As noted above the analysis shows that in some circumstances, an overlash could increase pole loadings by 5.4%. But the conditions under which that value would occur (typically more rural lines with few attachments) are also conditions where the affected poles are less likely to be overloaded by overlashing. Therefore, DP&L is proposing the use of the lower 1.7% and 3.0% proxy values that the analysis shows is more typical for overlashes of attachments to three phase poles that are more prevalent in urban and suburban settings. This value is more favorable to overlashing entities and can be applied to all overlash notifications to maximize ease of administrative application.

If these proxy default values would push the pole to an over-loaded condition, that would then be grounds for requiring a regular pole loading analysis to verify the results and, if

verified, an engineering study to determine the make-ready work and costs that need to be done prior to authorizing the overlash.

This recommendation can be implemented with a new paragraph 4901:1-3-03(7)(f);

“(f) The determination and specific documentation of an issue as described in 4901:1-3-03(7)(c) may be based on actual inspections and/or studies performed with respect to the proposed overlashes and their effects on public utility facilities. Alternatively, if there is an existing pole loading analysis that was previously performed, the determination and specific documentation of an issue may be based on the use of proxy increased loading values as set herein:

Size of Overlashed Cable	Proxy Value Increase in Loading
1/2 inch	1.7%
1 inch	3.0%

In the event that the use of these proxy increased loading values indicate a pole loading of above 100% of the recommended maximum loading, the utility may deny the overlash until a separate pole loading analysis is paid for and performed. If that analysis confirms an overload condition or some other condition that would require make-ready work, then the overlash may be denied until the make-ready work is paid for and completed.”

DP&L understands that this mechanism will not be universally applied: it could not be applied in situations where no pole loading study was previously performed. However, since overlashing by definition involves attaching to a prior attachment, there may have been a pole loading study done at the time the original attachment was requested. Thus, in many instances, the default value could be quickly applied to the pre-existing load study during the 15-day notice period and would provide a reasonable mechanism to reduce the likelihood of creating an over-load condition caused by the new overlashed cable.

5. Additional Time Should Be Allowed for Very Large Overlash Build-Outs.

In the last set of revisions to the pole attachment regulations, the Commission correctly recognized that time periods for various steps in the pole attachment process needed

to vary depending on whether the attachment requests were relatively few in number versus massive new projects involving hundreds of poles.¹ The same logic applies here.

The 15 period in 4901:1-3-03(A)(7)(c) and the 90-day period in (7)(e) are very short even for relatively small projects. But DP&L believes those periods can be met for the smaller projects. For larger overlash projects, however, the time periods set forth in 7(c) and 7(e) should be extended.

DP&L proposes that existing 4901:1:3-03(B)(6) be amended so that it also references the time periods set forth in 7(c) and 7(e) and provides that for overlash notices involving the lesser of 3,000 poles or five percent of the utility's poles in the state, the public utility may add 45 days for the initial determination of whether there is a capacity, safety, reliability, or engineering issue, and may add 45 days for the post-overlash inspections.

This can be implemented by adding a new subparagraph (f) as follows:

“4901:1:3-03(B)(6)(f) A public utility may add forty-five days to the fifteen day period required for providing documentation of an issue under 4901:1-03(A)(7)(c) and forty-five days to the fifteen day period for inspections under 4901:1-03(A)(7)(e) for overlash proposals larger than the lesser of three thousand poles or five per cent of the public utility's poles in the state.”

6. A Non-Discriminatory Annual Charge Should
Apply to New Overlashing Entities.

A wholly-new attacher to a pole should be subject to some level of non-discriminatory annual charge from the pole owner. Or said another way, the wholly-new attacher should not be subject to a completely unregulated and perhaps extortionate charge from an existing

¹ See, e.g., 4901:1-3(B)(1) [45 days vs 60 days for surveys depending on number of attachment requests]; (B)(3)(a)(ii) [depending on the number of attachment requests 60 vs 105 days for make-ready work and good faith negotiated timing for even larger projects]

attacher who is granting permission for the new overlashing entity to overlash to the existing attacher's attachment.

Ultimately, the question boils down to who should benefit from the new line of business of overlashing to existing attachments? There is nothing in the proposed rule that suggests that overlashing is simply one new attachment per pole. There could be two, three, or more overlashers that could all be bundled onto one existing attachment; and there may already be two, three or more existing attachments per pole. Thus, the Commission should consider whether regulated electric utilities and their customers (in the next rate case) should earn some revenue from the use of their poles from the first, second, third, fifth, tenth overlashing entity. Or is this going to be a new business open only to the incumbent attachers who are already benefiting from low charges for their own attachments to poles owned by the public utility?

It is not hard to project the possibility that the annual charges that the existing attachers may impose on a new overlashing entity may well exceed the pole attachment charges that the existing attacher pays to the utility. One can even visualize the sales pitch – “Overlash to my attachments, and you can be on 8,000 poles as soon as your people can put your lines up. No load studies, no time wasted on engineering, no need to work with the utility. I'm going to charge you twice the normal pole attachment fee, but you'll still be ahead due to the speed and avoidance of any paperwork.”

DP&L respectfully submits that granting permission to overlash on existing attachments should not be a new profit center for the existing attachers. Ultimately, it is the existence of the pole that makes both the initial attachment and the overlash attachment possible.

The Commission should ensure that new overlashing attachers contribute at least some revenue to the cost of the utility system. They should pay a non-discriminatory annual amount to public utility pole owners, who would then include such revenue in their base and test year computations whenever distribution rates are reset. DP&L does not at this time have a specific charge to propose for an overlashing entity. The Commission should consider a charge somewhere between 50% and 100% of the normal attachment rate.

7. Inspections of Overlashed Facilities Should Not Be Subsidized by Utility Ratepayers.

Proposed section 4901:1-03(A)(7)(e) correctly recognizes that public safety demands that there be an inspection of the overlashed facilities to ensure that there are no code violations or damage caused by the overlashing entity's work. A truckload of examples could be provided to the Commission of instances where some overlasher in haste or ignorance did shoddy, substandard, and even dangerous work.

The proposed regulation, however, neglects to recognize that sending public utility crews out to inspect overlashes imposes costs on the public utility that must be compensated by someone. DP&L suggests that this should not be a cost borne by public utility ratepayers to subsidize the large corporations that are overlashing. Those costs should be borne by the overlashing entity.

DP&L proposes, therefore, that the Commission improve the language of 4901:1-03(7)(e) by including the following sentence:

“A public utility tariff shall include a fee charged to the overlashing party for inspections sufficient to cover the costs of such inspections.”

II. Additional Protections Are Necessary to Resolve the Perennial Problem Known as Double-Wood.

“Double Wood” has been a long-standing problem for local communities and pole owners. It is a term used to describe a circumstance in which there are two sets of poles installed next to each other when only one is required. Having two sets of poles in close proximity often does raise safety concerns, but the primary objection that local communities typical have is that it is simply ugly. It is a form of visual pollution.

Attachment B is a group of pictures showing typical double wood installations.

Double wood typically arises in one of two ways: a failure of an attacher to comply with tariff requirements to move its attachments to a new pole and remove an old pole; and the installation by an attacher of its own poles to avoid make-ready work by the utility.

The first scenario is the most common. A existing pole line may be replaced for many reasons. Sometimes the whole line is very old and should be replaced. Sometimes there is a new attacher coming in and the poles have no additional room for a new attacher so a pole line of taller poles will be installed. But no matter what may have triggered the need for constructing a new pole line, there is a defined process that is supposed to operate with respect to the attachments that are on the existing pole line. What is supposed to happen under the PUCO’s regulations and most utility tariffs is that: a) the utility notifies all attachers that a new pole line is going to be installed, b) the utility installs the new pole line and moves its own facilities over to the new line and cuts off the top of the old pole; c) the utility notifies the other attachers that the new pole line has been installed and designates where on each new pole the other attachers are to move their attachments; d) each attacher moves its attachments to the new poles; and e) the last attacher who moves its facilities is

responsible either to remove and dispose of the remaining stub pole or to pay DP&L for the cost of such removal and disposal.

In reality, all too often the last attacher ignores step (d) and never moves its attachments.

The second scenario that results in double wood is less common but even more troublesome. It arises after a make-ready analysis has been performed for a new attacher and a need has been identified to replace some utility poles either for space or loading purposes. The new attacher, however, takes the position that it will only attach to the poles for which no make-ready work is required, but, where a replacement pole would be necessary, the new attacher will simply install its own, small diameter, short, and cheap pole about 5 feet from the utility pole.

DP&L respectfully submits that the Commission should join with local communities to eliminate the double wood problem once and for all. To do that for the two scenarios described above, two modifications to the regulations should be made:

1) 4901:1-3-04 (Rates, terms and conditions) should be modified by adding to the end of (A) the following:

“A public utility tariff shall include a charge to an attaching entity of up to \$100 per day per pole that is imposed if the attaching entity is under an obligation to move its attachment to a new pole and to remove the existing pole and fails to comply with such obligation within 30 days after being notified of such obligation.”

2) 4901:1-3-03(B)(3) [Make-ready] should be modified to include a new “(d)” that reads as follows:

“Public utilities may deny access to one or more poles in a pole line, even if access can be made available with no additional make-ready work, if there are other poles in the same pole line that would require make ready work

and the attaching entity has declined such make ready work and, instead, installs or seeks to install, its own poles.”

III. The Special Rule for ILECs Is Contrary to Fundamental Legal Principles and Sound Regulatory Policy and Should be Struck.

A. The Proposal Is Grossly One-Sided.

The Electric Division Staff should object strenuously, and the Commission should reject out-of-hand, the grossly unfair proposal in 4901:1-3-05 that Incumbent Local Exchange Carriers (ILECs) should be allowed to retain the all the benefits of their existing Joint Use Agreements with public utilities while simultaneously seeking a reduction in the charges that are imposed under such Joint Use Agreements.

The one-sided nature of this proposal is highlighted by the fact that nowhere in the proposal is there a corresponding reduction in the rate that electric utilities would pay for attaching to an ILEC-owned pole.

These ILECs are not small entities who need special protections from Ohio’s electric utilities. In general, these ILECs are large national, even international, organizations that in size, economic power and legal resources are far larger than the Ohio electric utility with whom they have a Joint Use Agreement.

Despite this, a special rule has been proposed that gives ILECs a rebuttable presumption that charges under a Joint Use Agreement should be the same as the tariffed rate for non-ILEC pole attachers.

B. The Rebuttal Presumptions in Favor of ILECs Violates Fundamental Principles of Regulatory and Contract Law.

In evaluating this proposal, the Commission should first recognize how unique and unfair the proposal is. This is proposing to use a presumption to rewrite one and only one

provision – the rate for attaching to a pole -- of a complex contract that was freely entered into by two sophisticated, knowledgeable corporations. All the other provisions would remain intact, but the ILEC is provided a huge evidentiary advantage in the form of a presumption to rewrite this one provision.

And that huge evidentiary advantage is compounded by establishing a “clear and convincing” standard of evidence to rebut it. That standard is typically applied only in cases involving fraud, wills and inheritances. It is a completely improper standard to apply to a contract dispute. And it deviates from more than 100 years of PUCO practice under which Complaints are evaluated by requiring the Complainant to meet a burden of presentment and proof in support of its position by a preponderance of the evidence.

The Commission should not be promoting a grossly unfair complaint process that tilts the scales of justice far to the benefit of ILECs. If an ILEC truly feels disadvantaged by its Joint Use Agreement, it has the rights of termination that the contract provides to it. The ILEC then truly would be treated identically to a non-ILEC attacher, subject to the same rates, terms, and conditions. And if the Joint Use Agreement lacks a termination clause or has a termination date that is far into the future, the ILEC could file a complaint seeking a PUCO ruling to terminate the contract as contrary to the public interest.

But under no circumstance should the Commission create a process that was clearly designed by and for ILECs to get the best of both worlds to the disadvantage of electric utilities and their customers: a non-discriminatory rate relative to non-ILECs while retaining whatever benefits exist under their Joint Use Agreements.

C. ILECs Already Receive Benefits that Are Unavailable to CLECs.

The following is a non-exclusive list of benefits that ILECs receive under Joint Use Agreements that are not available, or are available only at additional costs, to non-ILEC attachers. This non-exclusive list is provided in order to emphasize the point that it is inappropriate for an ILEC operating under a Joint Use Agreement to be charged the same low attachment rate that a non-ILEC attacher is charged.

1. Additional Space.

Under most Joint Use Agreements, the ILEC has space reserved that far exceeds the one foot assumption made for CLEC and other non-ILEC attachers. Generally, the ILEC has 2 to 3 feet reserved. Additionally, the “safe” space of four to five between the ILEC attachment and the electric space is needed solely for the protection of the ILEC workforce. The proposed regulation is ambiguously silent as to how the rebuttable presumption would operate such that the ILEC would be charged the “same” rate as a CLEC attacher. If it is the same “per foot” rate multiplied by six to eight feet, the ILEC may well find that the existing Joint Use Agreement, even looking only at the amounts charged, is preferable.

2. Larger Stronger Poles Installed for the ILECs
Benefit with No Make Ready Costs.

For decades and continuing today, public utilities under Joint Use Agreements are installing poles that are taller and stronger than they would need to be if only the electric facilities were considered. But under Joint Use Agreements, a “standard” pole size is established so that there is always going to be room for the ILEC to attach. And there is no separate or incremental charge similar to make-ready costs that is imposed on ILECs in order to reflect the greater costs incurred by the electric utility to install a taller, stronger pole.

In contrast, if DP&L were planning to install 30 foot poles somewhere and a non-ILEC attacher requested that 35 foot poles be installed instead, the non-ILEC attacher would be assessed the incremental costs.

3. No Charge for Application Fees, Engineering or Pole Inspections.

Because a taller, stronger pole is going to be routinely installed under a Joint Use Agreement, the ILEC attacher is pre-authorized to attach without an application fee or any need to do a load study or otherwise “engineer” the pole. Under the Joint Use Agreement, the ILEC avoids those steps for which the non-ILEC attacher pays separately.

4. Preferential Location

Under Joint Use Agreements, ILECs typically receive a preferential right to the lowest point on the pole to which an attachment can be made. This reduces their future costs of maintenance, repairs and replacements relative to the non-ILEC attacher.

IV. Miscellaneous Other Comments.

DP&L takes no current position with respect to other proposed modifications to the regulations as set forth in the Entry. DP&L, however, reserves its rights to submit comments at a later time.

V. Conclusion

DP&L appreciates the opportunity to provide comments and urges the Commission to adopt the recommendations set forth above.

Respectfully Submitted,

Randall V. Griffin

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Attorney for The Dayton Power and Light Company

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ATTACHMENT A

AFFIDAVIT OF BARRY LUCAS
The Dayton Power and Light Company

County of Montgomery)
)
State of Ohio)

Barry Lucas, being duly sworn, deposes and says: That he is the Manager, Design Engineering of The Dayton Power and Light Company, that the attached pole loading and overlash analysis was prepared under his supervision and direction, that he has reviewed such pole loading and overlash analysis, and that, to the best of his knowledge, it is true and correct.

Barry Lucas further avers that in his opinion, as a professional in the area of Design Engineering, the analysis forms a reasonable basis to conclude that:

- 1) for typical three-phase poles in urban areas, each overlash of a 1/2 inch cable results in an increased pole loading of about 1.7% and each overlash of a 1 inch cable results in an increased pole loading of about 3.0%; and
- 2) for typical single-phase poles in rural areas with fewer attachments, each overlash of a 1/2 inch cable results in an increased pole loading of about 5.4%.

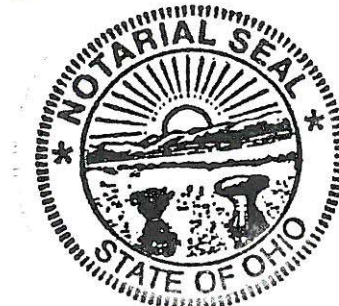
B. D. Lucas
Barry Lucas, Manager, Design Engineering
The Dayton Power and Light Company

SUBSCRIBED AND SWORN to before me
on this 15th day of AUGUST, 2019.

Claudius R. Walker, III
Notary Public

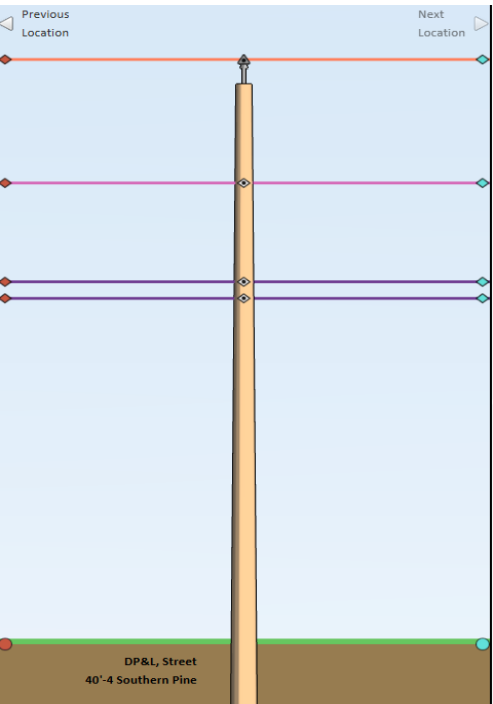
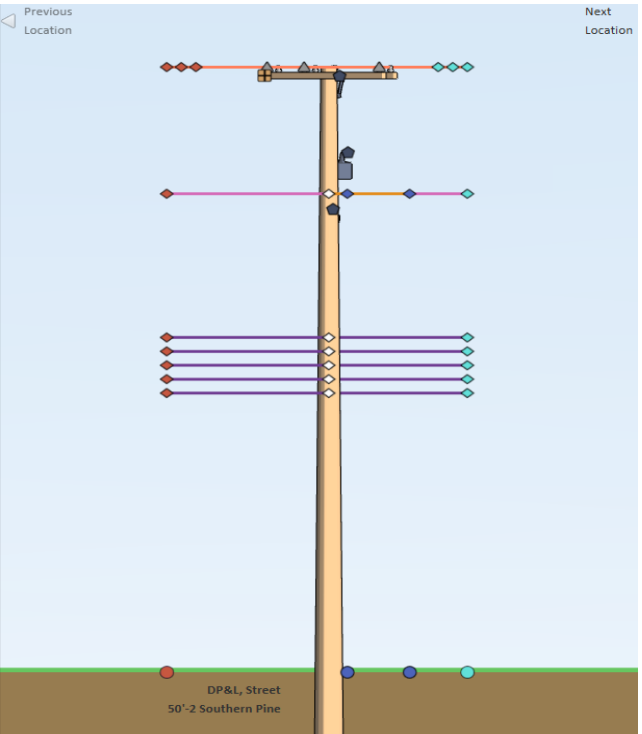
My commission expires: 9/28/2021

CLAUDIUS R WALKER III, Notary Public
In and for the State of Ohio
My Commission Expires Sept. 28, 2021



POLE LOADING AND OVERLASH ANALYSIS

Pole Size	Primary Size	Span 1	Span 2	Comm 5 -					Pole Loading	Change in loading
				Comm 1 - top	Comm 2	Comm 3	Comm 4 - Phone	traffic-bottom		
50-2	477 3PH	194'	180'	1/4" Strand - 1/2" cable	1/4" Strand - 1/2" cable	1/4" Strand - 2" cable	3/8" Strand - 1/2" Cable	1/4" Strand - 1/2" cable	92.28%	Normal Configuration
50-2	477 3PH	194'	180'	1/4" Strand - 1" cable	1/4" Strand - 1/2" cable	1/4" Strand - 2" cable	3/8" Strand - 1/2" Cable	1/4" Strand - 1/2" cable	94.01%	1.73% 1/2" overlash on top comm cable
50-2	477 3PH	194'	180'	1/4" Strand - 1" cable	1/4" Strand - 1" cable	1/4" Strand - 2" cable	3/8" Strand - 1/2" Cable	1/4" Strand - 1/2" cable	95.69%	1/2" overlash on top comm cable plus 1/2" overlash on 2nd comm cable plus
50-2	477 3PH	194'	180'	1/4" Strand - 1" cable	1/4" Strand - 1" cable	1/4" Strand - 3" cable	3/8" Strand - 1/2" Cable	1/4" Strand - 1/2" cable	98.72%	1/2" overlash on top comm cable plus 1/2" overlash on 2nd comm cable plus 1.0" overlash on 3rd comm cable
50-2	477 3PH	194'	180'	1/4" Strand - 1" cable	1/4" Strand - 1" cable	1/4" Strand - 3" cable	3/8" Strand - 1" Cable	1/4" Strand - 1/2" cable	100.24%	1/2" overlash on top comm cable plus 1/2" overlash on 2nd comm cable plus 1.0" overlash on 3rd comm cable plus 1/2" overlash on 4th comm cable
50-2	477 3PH	194'	180'	1/4" Strand - 1" cable	1/4" Strand - 1" cable	1/4" Strand - 3" cable	3/8" Strand - 1" Cable	1/4" Strand - 1" cable	101.66%	1/2" overlash on top comm cable plus 1/2" overlash on 2nd comm cable plus 1.0" overlash on 3rd comm cable plus 1/2" overlash on 4th comm cable plus 1/2" overlash on 5th comm cable plus



Pole Size	Primary Size	Span 1	Span 2	Comm 1 - top	Comm 2	Pole Loading	Change in loading
40-4	1/0AAAC 1PH	300'	300'	1/4" Strand - 1/2" cable	3/8" Strand - 1/2" Cable	83.90%	
40-4	1/0AAAC 1PH	300'	300'	1/4" Strand - 1" cable	3/8" Strand - 1/2" Cable	89.32%	5.42%
40-4	1/0AAAC 1PH	300'	300'	1/4" Strand - 1" cable	3/8" Strand - 1" Cable	94.47%	10.57%

ATTACHMENT B
EXAMPLES OF DOUBLE WOOD



ATTACHMENT B
EXAMPLES OF DOUBLE WOOD



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EXAMPLES OF DOUBLE WOOD



ATTACHMENT B
EXAMPLES OF DOUBLE WOOD



CERTIFICATE OF SERVICE

I hereby certify that a copy of these Initial Comments have been served via electronic service to Commission Staff and upon the parties to the service list this 15th day of August, 2019.

Randall V. Griffin

Randall V. Griffin (0080499)

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Summary: Comments electronically filed by Mrs. Jessica E Kellie on behalf of The Dayton Power and Light Company