**BEFORE**
**THE PUBLIC UILITIES COMMISSION OF OHIO**

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| **In the Matter of the Commission's Review of Ohio Adm. Code Chapter 4901:1-3, Concerning Access to Poles, Ducts, Conduits, and Right-of Way** | **)** **)** **)** | **Case No. 19-0834-AU-ORD** |

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## REPLY COMMENTS OF AT&T OHIO

The Ohio Bell Telephone Co. d/b/a AT&T Ohio respectfully submits its Reply Comments in response to the initial round of comments filed on the Commission's proposed revisions to the rules on access to poles, ducts, conduits, and right-of-way in OAC 4901:1-3. *See* Entry, *In the Matter of the Commission's Review of Ohio Adm. Code Chapter 4901:1-3, Concerning Access to Poles, Ducts, Conduits, and Right-of-Way*, Case No. 19-834-AU-ORD ("Entry").

## INTRODUCTION

In large part, the Staff's proposed amendments and additions to the rules on access to poles, ducts, conduits, and right-of-way seek to track the FCC's current rules on the topic. This is a positive and helpful approach, because many entities needing access to poles, etc. to extend their broadband capabilities operate across multiple states and will benefit greatly from being able to rely on a relatively consistent set of rules. As discussed below, then, AT&T Ohio is generally not in favor of proposals that seek to depart from the FCC's rules, including unnecessary deviations and, in the case of the electric companies' attacks on Rule 3-05(B), wholesale attempts to nullify the FCC's findings in favor of a retrograde approach based on outdated assumptions. AT&T Ohio also opposes the Ohio Cable Telecommunications Association's ("OCTA") efforts to change the 60-day automatic approval process for tariff amendments, which would only lead to unwarranted delay and confusion.

## ARGUMENT

### I. RULE 3-01: DEFINITIONS

#### A. "Overlashing"

Staff proposes to add a definition of "overlashing" to Rule 3-01. Entry, Att. 1 at 2. OCTA seeks to change that definition as follows (OCTA's proposed additions in bold and deletions in strikethrough, OCTA Comments at 2):

> "Overlashing" means the tying or lashing of an attached entity's additional ~~fiber optic~~ cables **(including coaxial, fiber optic, or other cables)** ~~or similar incidental equipment such as fiber splice closures~~ to the attaching entity's own existing communications wires, cables, or supporting strand already attached to poles.

AT&T Ohio does not oppose the first change (deleting "fiber optic" and adding "including coaxial, fiber optic, or other cables"). Even though fiber optic cables are often deployed today, the broader wording leaves more flexibility for different types of cables, both today and in the future as technology evolves. *See* OCTA Comments at 2 ("OCTA members do not only overlash fiber optic cable; they also overlash coaxial cable and other cables.").

By contrast, AT&T Ohio does oppose OCTA's proposal to delete "or similar equipment such as fiber splice closures." OCTA (at 2) states that "cable companies do not consider that to be overlashing," but does not explain why. The language is helpful because fiber splice closures do exist. Moreover, leaving room for overlashing of "similar incidental equipment" could help avoid unnecessary disputes about minor pieces of equipment that are necessary to an overlash, especially as technology and overlashing methods evolve.

### II. RULE 3-03: ACCESS TO POLES, DUCTS, CONDUIT, AND RIGHTS-OF-WAY

#### A. Application of Service Drops

AT&T Ohio agrees with OCTA's proposal (at 5) that Rule 3-03(A)(2) be amended to add that "[a] public utility shall not require an application for a customer service drop."

### B. Sprint's Proposed Edits to Rule 3-03(A)(7)(a)(ii) and (d) Are Unnecessary

Staff's proposed revisions to Rule 3-03(A)(7)(a)(ii) and (d) would require a third-party attacher that is overlashing an existing attacher to obtain the existing attacher's permission to do so. Entry, Att. A at 5-6. The proposed rule provides as follows:

> (7) Overlashing
>
> (a) A public utility shall not require approval for:
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> ***
>
> (ii) For the third party overlashing of an existing attachment that is conducted with the permission of an existing attaching entity.
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> ***
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> (d) An existing attaching entity or third party overlashing with permission from an existing attaching entity (overlashing party) that engages in overlashing is responsible for its own equipment and shall ensure that it complies with reasonable safety, reliability, and engineering practices. If damage to a pole or other existing attachment results from overlashing or overlashing work causes safety or engineering standard violations, then the overlashing party is responsible at its expense for any necessary repairs.

Sprint argues that these changes would give an existing attacher too much power and allow it to engage in anticompetitive conduct. Sprint Comments at 1-2. It therefore proposes to remove that language in subsections (a)(ii) and (d) and only require notice to the existing attacher. *Id*. That change is unnecessary. The proposed rule as written effectively tracks the FCC's rule, 47 C.F.R. § 1.1415(a)(2) and (d), which is based on established FCC policy and requires a third-party overlasher to obtain permission from the owner of the host attachment only, not all other existing attachers. *See FCC 18-111*, ¶ 116 & nn.418-19. There is a benefit to attachers, which often must operate across many states, in having consistency between the state and federal rules, and the permission requirement is not overly intrusive in light of the potential impact on existing attachments.

### C. OCTA's Proposed Edits Regarding Overlashing Are Unnecessary

OCTA proposes to change the overlashing portion of Rule 3-03 as follows (OCTA additions in bold, OCTA Comments at 5-8):

> Rule 3-03(A)(7)(b): **A public utility may not prohibit overlashing.** A public utility may not prevent an existing attaching entity from overlashing because another existing attaching entity has not fixed a preexisting violation. A public utility may not require an existing attaching entity that overlashes its existing wires on a pole to fix preexisting violations caused by another existing attaching entity.
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> Rule 3-03(A)(7)(c): A public utility may require no more than 15 days' advance notice of **an attacher's** planned overlashing. If a public utility requires advance notice of overlashing, then the public utility must provide existing attaching entities with advance written notice of the notice requirement or include the notice requirement in the attachment agreement with the existing attaching entity. If after receiving advance notice the public utility determines that an overlash would create a capacity, safety, reliability, or engineering issue, it must provide specific documentation of the issue to the attaching entity seeking to overlash within the 15 days' advance notice period and the attaching entity seeking to overlash must address any identified issues before continuing with the overlash either by modifying its proposal or explaining why in the attaching entity's view, a modification is not necessary. A public utility may not charge a fee to the attaching entity seeking to overlash for the public utility's review of the proposed overlash **or charge a rate (rent) for the overlashing. The advance notice should identify at most the location, size and type of cable, and anticipated date to conduct the overlashing. Nothing in this paragraph entitles the public utility to require additional information in the advance notice of an attacher's planned overlashing.**

Although OCTA's proposals may not necessarily be harmful, they also are not part of the FCC's rule that Staff appears to be trying to track (47 C.F.R. § 1.1415), and AT&T Ohio therefore recommends the OCTA's changes not be adopted. Departure from the language of the FCC's rules is not necessary here, and there are benefits to keeping the rules in line with each other to head off arguments that they are meant to have different meanings or scope.

### D. OCTA's Proposed Changes Regarding Contractors for Survey and Make-Ready Require Some Modification

Staff did not propose any changes to its rule for "contractors for survey and make-ready" (Rule 3-03(C)), which means it did not see any need for a change. OCTA, however, proposes

new "contractor" language as follows (OCTA changes in strikethrough and bold, OCTA Comments at 8-10; changes shown for Rule 3-03(C)(1) only[1]):

> Rule 3-03(C): Contractors for survey and make-ready
>
> A public utility shall make available and keep up-to-date a reasonably sufficient list of contractors it authorizes to perform **self-help** surveys and make-ready in the communications space on its poles in cases where the public utility has failed to meet deadlines specified in paragraph (B) of this rule. **If a public utility provides such a list, then an attaching entity must choose a contractor from the list to perform the work.**
>
> **(1) ~~If an attaching entity hires a contractor for purposes specified in paragraph (B) of this rule, it shall choose from among the public utility's list of authorized contractors.~~ Attaching entities may request the addition to the list of any contractor that meets the minimum qualifications in paragraph (C)(3) of this rule, and the public entity[2] may not unreasonably withhold its consent**.
>
> **(a) If the public utility does not provide a list of approved contractors to perform self-help surveys and make-ready in the communications space on its poles, or if no utility-approved contractor is available within a reasonable time period, then the attaching entity may choose its own qualified contractor that meets the requirements in paragraph (C)(3) of this rule. The attaching entity must provide the public utility with advance notice of at least three business days of its intent to use its own qualified contractor.**
>
> **(b) The public utility may disqualify any contractor chosen by the attaching entity that is not on a utility-provided list, but such disqualification must be based on reasonable safety or reliability concerns related to the contractor's failure to meet any of the minimum qualifications described in paragraph (C)(3) of this rule or to meet the public utility's publicly available and commercially reasonable safety or reliability standards. The public utility must provide notice of its contractor objection within the three business days' notice provided by the attaching entity in paragraph (C)(1)(a) of this rule, and its objection must identify at least one available qualified contractor.**

[1] OCTA does not propose changes to Rule 3-03(C)(2) (other than numbering), and AT&T Ohio does not oppose OCTA's additions to Rule 3-03(C)(3).

[2] This appears to be a typo by OCTA. The word should be "utility," not "entity."

The apparent intent of these changes is to reflect changes to the FCC's rules in 2018 regarding contractors and make-ready work, specifically 47 C.F.R. § 1.1412. AT&T Ohio generally agrees with these changes, subject to a few important modifications.

*First*, OCTA's proposal to add a sentence to the end of subsection (C) and delete the first sentence of subsection (c)(1) (subsection (c)(2) in the current rule) seems unnecessary. The only apparent difference between the sentences is that OCTA's sentence assumes that a public utility might not provide a list of approved contractors ("*If* a public utility provides such a list . . ."). The preceding sentence, however, states that a public utility "shall" – that is, must – provide such a list. Because a list is required, OCTA's language to address a situation where there is no list is not needed.

More importantly, regardless of whether the Commission uses OCTA's language or the existing language, either sentence is subject to an exception if no contractor on the public utility's list is available within a reasonable period of time, as discussed below regarding subsection (C)(1)(a). Accordingly, whichever sentence the Commission uses, the following language should be added at the end of the sentence: **"subject to paragraph (C)(1)(a) of this rule."** AT&T Ohio supports the remainder of OCTA's proposed language in its subsection (C)(1)(a), which reflects the FCC's principle of allowing an attacher to seek to add qualified contractors to the public utility's list. *See* 47 C.F.R. § 1.1412(a) and (b).

*Second*, OCTA proposes to add subsections (C)(1)(a) and (b) to allow an attacher to use its own contractor when no contractor on the public utility's list is available within a reasonable period of time. These changes are generally consistent with FCC rule 47 C.F.R. § 1.1412 and AT&T Ohio supports them, subject to one modification. The FCC analogue to OCTA's proposed subsection (C)(1)(a), 47 C.F.R. § 1.1412(b)(1), requires an attacher that selects its own

contractor to "certify to the utility that the contractor meets the minimum qualifications described in the FCC's rule." *Id*. The same requirement should be added here to keep the rules consistent. OCTA's proposed language should therefore be changed to read as follows (AT&T Ohio's addition in highlighted text):

> **(a) If the public utility does not provide a list of approved contractors to perform self-help surveys and make-ready in the communications space on its poles, or if no utility-approved contractor is available within a reasonable time period, then the attaching entity may choose its own qualified contractor. When choosing a contractor that is not on the utility-approved list, the attaching entity must certify to the utility that the contractor meets the requirements in paragraph (C)(3) of this rule. The attaching entity must provide the public utility with advance notice of at least three business days of its intent to use its own qualified contractor.**

## III. RULE 3-04: TARIFF FILINGS AND APPROVAL

At present, Ohio pole attachment tariffs are subject to a 60-day automatic approval process. Objections are due 21 days after the tariff filing, and replies to objections are due 10 days later. Entry, *Adoption of Chapter 4901:1-3*, Case Nos. 16-2117-TP-ATA and 13-579-AU-ORD, at ¶ 17 (Nov. 30, 2016). Staff's proposed changes to Rule 3-04(A) would continue the 60-day automatic approval process, presumably still requiring objections in 21 days and replies in 10 days. Entry, Att. A at 11. OCTA, however, wants to make significant changes to Staff's proposed process. Specifically, OCTA proposes to:

i. Incorporate the suspension process proposed in Rule 3-02(G) into the 60-day automatic approval process in Rule 3-04(A), thus rendering that process subject to indefinite suspension if all issues are not resolved within 30 days;

ii. Eliminate the 21-day and 10-day period for objections and replies, thus leaving the schedule undetermined;

iii. Require tariff filings to be served on OCTA at the time they are filed;

iv. Require rate changes to include a calculation sheet, identification of specific sources of formula inputs, workpapers and company-specific data underlying the formula, including appurtenance factor, pole height and pole count;

v. Require the utility to respond in good faith to timely requests for additional information to evaluate the application; and

vi. Require a tariff application to identify how unamortized excess accumulated deferred income tax has been deducted.

OCTA Comments at 10-15.

AT&T Ohio opposes these changes, which would undermine the streamlined 60-day process and unnecessarily complicate tariff approvals. While OCTA appears to have been dissatisfied with the 60-day process (and the 21- and 10-day deadlines in particular) (*see* OCTA Comments at 11-12), it concedes that "[i]n practice, tariff applications have included necessary information and, when completed, the review process worked smoothly." OCTA Comments at 13. AT&T Ohio agrees that the current process works well. AT&T Ohio (and presumably others) provides supporting data to Staff when it seeks to change its rates for access to poles, etc., and interested parties can obtain information via discovery under established processes. Likewise, there is no need to require utilities to serve tariff filings on trade associations when those associations can monitor filings at the Commission and request copies through usual channels. To the extent timing is ever an issue in the approval of such tariffs, the 2016 procedural order allows the Commission to suspend such applications. *Adoption of Chapter 4901:1-3*, Case Nos. 16-2117-TP-ATA and 13-579-AU-ORD, at ¶ 17. Given that authority, there is no need for OCTA's proposal to materially complicate the automatic approval process and timeline and the structure provided by the 21-day and 10-day deadlines, which help ensure that tariffs can be reviewed and approved within 60 days.

## IV. RULE 3-05(A): COMPLAINTS

### A. OCTA's Proposed Changes to Complaint Procedures Are Unnecessary and Overbroad

OCTA (at 15-17) argues for changes to Rule 1-3-05(A) regarding both the type of complaints that can be brought regarding pole access and the timeframe for such complaints. OCTA Comments at 15-17. Specifically, it seeks to add the following bold language to the existing rule – even though Staff proposed no changes.

> (A) Any attaching entity may file a complaint against a public utility pursuant to Section 4905.26 or 4927.21 of the Revised Code, as applicable, to address claims that **may include but are not limited to (a)** it has been denied access to a public utility pole, duct, conduit, or right-of-way in violation of Section 4905.51 of the Revised Code or 47 U.S.C. 224, as effective in paragraph (A) of Rule 4901:1-3-02 of the Administrative Code; ~~**and/or that**~~ **(b)** a rate, term, or condition for a pole attachment ~~are~~ **is** not just and reasonable**; and/or (c) a violation of the commission's rules or Ohio law has occurred.** The provisions and procedures set forth in Section 4905.26 and 4927.21 of the Revised Code, and Chapters 4901-1 and 4901-9 of the Administrative Code, shall apply. The commission shall issue a decision resolving issues presented in a complaint filed pursuant to this rule within a reasonable time not to exceed ~~**three hundred and sixty**~~ **one hundred eighty days after the filing of an access denial complaint or two hundred seventy** days after the filing of **a** complaint **involving other attachment complaints**.

The Commission should not adopt these proposals. While OCTA raised this issue during the workshop process (OCTA Comments at 15), there is no evidence that the current rule is too narrow or is precluding legitimate complaint filings, and the fact that Staff did not include OCTA's changes in the proposed amendments shows that Staff did not view them as necessary. The existing list already covers the range of potential claims, because any alleged violation of an applicable Commission rule would presumably also be an allegation of an unjust or unreasonable condition or an effective denial of access, and thus already fall within the rule. In addition, OCTA's proposal to allow complaints under this rule for any alleged violation of "Ohio law" is overbroad, since the Commission does not have jurisdiction to enforce all aspects of Ohio law.

OCTA also proposes to shorten the timeframes for complaints from 360 days to either 180 days (for denial of access) or 270 days (for other complaints). The existing rule already requires a ruling within a reasonable time not to exceed 360 days, and existing Commission practice allows a party to move a case more quickly by seeking expedited treatment of motions and by asking for shorter scheduling intervals. Also, while OCTA notes (at 15-16) that the FCC allows 180 days for denial-of-access complaints, that overlooks key aspects of the FCC's rule. First, FCC rule 47 C.F.R. § 1.1414(a) allows the Enforcement Bureau to pause the 180-day period in situations where actions outside its control are responsible for delaying review of the complaint. It also says that a decision "should be expected" in 180 days "except in extraordinary circumstances," which makes 180 days more of an expectation than a deadline. Thus, if the Commission were to consider OCTA's proposal, it would also need to include those two key aspects of the FCC's rule.

### B. The Electric Companies' Proposed Changes to Rule 3-05 Conflict with the FCC's Rules, Rely on Arguments Rejected by the FCC, and Have No Merit

In 2018, the FCC, relying on a voluminous record, amended its rules to establish a rebuttable presumption, applicable in complaint proceedings over pole attachment or conduit occupancy rates in joint use agreements, that an incumbent local exchange carrier ("ILEC") is similarly situated to nonpublic utility attachers. Accordingly, the FCC's rule also established a presumption, rebuttable by clear and convincing evidence, that the ILEC may be charged a rate no higher than the rate determined under its rule 1.1406(e)(2). 47 C.F.R. § 1.1413(b).

In establishing these rebuttable presumptions, the FCC found that, since 2008, ILEC pole ownership has declined while ILEC pole attachment rates have increased, even as rates for cable

companies and other telecommunications companies have decreased. *FCC 18-111*, ¶ 126.[3] The FCC therefore found that ILECs' bargaining power with regard to pole attachment rates has continued to decline and, based on these changed circumstances, decided to create a presumption that ILECs are similarly situated to other telecommunications attachers and therefore entitled to comparable pole attachment rates, terms, and conditions. *Id*. The FCC found that this would promote broadband deployment and the public interest. *Id*. The FCC also noted, however, that it was only establishing a presumption, not a rigid rule. *Id*.

The Staff proposes to adopt the same presumptions in Rule 3-05(B). Entry, Att. A at 13. Staff therefore seeks to harmonize the Ohio rule with the FCC's rule and thereby reduce administrative burdens for companies making pole attachments in many states, and also serve the nationwide goal of promoting broadband deployment. Several electric companies oppose these amendments to Rule 3-05(B), but their arguments have no merit. To a great extent, they seek to relitigate positions already rejected by the FCC on a voluminous factual record in 2018. Accepting those positions here would place Ohio at odds with the FCC and federal efforts to promote broadband deployment. The electric companies also claim that the proposed amendments conflict with existing Ohio law, but their arguments lead nowhere.

The electric companies' primary argument is that ILECs receive unique benefits from joint use agreements and therefore should not receive the additional benefits of the presumption.[4] But the FCC already considered that argument and rejected it, stating that "[w]e disagree with

[3] *Accelerating Wireline Broadband Deployment by Removing Barriers to Infrastructure Investment*, Third Report and Order and Declaratory Ruling, 33 FCC Rcd. 7705, ¶ 126 (rel. Aug. 3, 2018) ("*FCC 18-111*"), appeal pending, U.S. Court of Appeals for the Ninth Circuit, Nos. 18-72689(L) and 19-70490.

[4] Dayton Power & Light Comments at 18-19; Duke Energy Comments at 5-8; Ohio Edison Comments at 11-12.

utilities that argue that we should not apply the presumption to any existing agreements . . . because [ILECs] receive unique benefits under joint use agreements." *FCC 18-111*, ¶ 127 & n.479.[5] Instead, the FCC created a way for electric companies to prove their way around the presumption for a particular ILEC joint-use agreement. Specifically, if an electric company can prove that an ILEC actually does "receive net benefits distinct from other telecommunications attachers, [it] may rebut the presumption." *Id*. The FCC even described the types of evidence an electric utility might use to do so. *Id*., ¶ 128. Thus, the electric companies' argument here is premature and unproven. If an electric company can show that a particular ILEC does, in fact, receive distinct net benefits under a particular joint use agreement, it can rebut the presumption. And if the electric company cannot prove that, then the presumption will – and should – apply. But the electric utilities' broad, unsupported general claims of net benefits to ILECs in no way support departing from the FCC's rule (which, again, was based on a nationwide proceeding with a large record).[6]

[5] The FCC relied on ample evidence that alleged unique benefits to ILECs under joint use agreements are overstated. *See, e.g.*, *FCC 18-111*, ¶ 127 n.476 (citing AT&T Letter at 4 (July 23, 2018)) ("[M]any of the terms perceived as beneficial are in fact not" and "[e]ven if some benefits are provided, they have not been quantified, are not material, and do not justify the excessive (and increasing) pole attachment rates charged by electric utilities."). Indeed, the only FCC decision on the merits of an electric utility's allegation of "competitive benefits" confirmed that the oft-alleged competitive "benefits" simply do not exist. *See Verizon Va., LLC v. Virginia Elec. and Power Co.*, 32 FCC Rcd. 3750 (2017). The FCC's Enforcement Bureau found that the electric utility's allegations were "overstated," *id.*, ¶ 18, and that it had not quantified any competitive benefit or "remotely justif[ed] the difference between the rate [the ILEC] pays and the rate that [C]LECs pay to attach to [the electric company's] poles," *id.*, ¶¶ 17, 20.

[6] Notably, Duke Energy included five large block quotes purporting to show the joint-use agreements provide net benefits ILECs, but four of those quotes come from a 2011 FCC order that the FCC expressly decided to depart from in *FCC 18-111*, based on "changed circumstances," *FCC 18-111*, ¶ 126, and the other quote is from paragraph 24 of *FCC 18-111*, which was merely a summary of parties' arguments, not a finding by the FCC. Similarly, Duke Power's citations at page 7 of its Comments are to decisions that pre-date *FCC 18-111* and the FCC's conclusions there about how ILECs' bargaining power has declined over time,

The electric companies next contend that the burden to rebut the presumption with "clear and convincing" evidence is too high and not used in other complaint proceedings at the Commission.[7] That argument, however, ignores that the "clear and convincing" standard comes from the FCC rule itself (47 C.F.R. § 1.1413(b)) – even though the FCC, like the Commission, does not normally apply a "clear and convincing" standard in its complaint cases. If the point here is to track the FCC presumption rule, it makes sense to also track the FCC's specific burden of proof for rebutting the presumption. Moreover, the electric utility will be in the best position to present all the evidence relevant to rebutting the presumption, since it is able to compare its joint use agreement with an ILEC to its agreements with other pole attachers (which may be confidential) and present the kind of evidence about "net benefits" that the FCC said would be relevant to rebutting the presumption.[8] *Id.*, ¶ 128. This also refutes the "tit for tat" proposal by Ohio Edison (at 12) to require ILECs to rebut any and all other presumptions in Commission complaint proceedings by clear and convincing evidence. Use of the clear and convincing standard for the presumption here was a particular choice by the FCC to address a particular issue; it is not a basis to change the standard for every other possible presumption.

Finally, Ohio Edison argues (at 10-11) that Rule 3-05 should incorporate the FCC's provision in its rule 1.1413(b) that the presumption in favor of ILECs applies to new or newly renewed joint use agreements, including those "that are automatically renewed, extended, or

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making the presumptions in the FCC's rule (and Staff's proposed rule) necessary to better promote the deployment of broadband.

[7] Dayton Power Comments at 17; Duke Power Comments at 9; Ohio Edison Comments at 11-12.

[8] Placing the burden on the electric utility to justify its pole attachment rates is nothing new; the FCC's prior rules required the electric utility to "justify 'the rate, term or condition alleged in [a pole attachment] complaint not to be just and reasonable.'" *See Heritage Cablevision Assocs. of Dallas, L.P. v. Tex. Utils. Elec. Co.*, 6 FCC Rcd 7099, 7105 (¶ 29) (1991) (quoting 47 C.F.R. § 1.1407(a) (2018)); *see also Verizon Va.*, ¶¶ 20–22 (requiring electric utility to justify its rates).

placed in evergreen status." *FCC 18-111*, ¶ 127 n.475. AT&T Ohio does not oppose that change, which is consistent with its support of tracking the FCC rule. Making this change also rebuts the various claims that applying the presumption is inconsistent with contract law, since the presumption will not require any automatic changes to existing agreements. *See id.*, ¶ 127.[9]

## CONCLUSION

AT&T Ohio respectfully requests that the Commission incorporate its comments above while revising the rule at issue.

Dated: September 9, 2019

Respectfully Submitted,

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[9] Dayton Power Comments at 16-17; Duke Power Comments at 9-10.

## CERTIFICATE OF SERVICE

I hereby certify that a copy of the foregoing has been served this 9th day of September 2019 by U.S. Mail and/or electronic mail on the parties shown below.

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Summary: Comments REPLY COMMENTS OF AT&T OHIO electronically filed by Mr. Mark R Ortlieb on behalf of AT&T Ohio and Ohio Bell Telephone Company