

December 22, 2020

Ms. Tanowa Troupe
Commission Secretary
The Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215

SUBJECT: Case Nos. 20-1643-EL-ATA
89-6006-EL-TRF

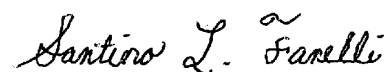
Dear Ms. Troupe:

On October 30, 2020, Ohio Edison Company (OE) filed in the above docket an application for its annual Pole Attachment Tariff update, pursuant to the Commission's Entries dated February 25, 2015 and November 30, 2016 in Case No. 13-579-AU-ORD, the Order dated September 7, 2016 in Case No. 15-975-EL-ATA and the Entry on Rehearing dated August 28, 2019 in Case No. 18-564-EL-ATA (Orders). OE also provided a 60-day notice to affected attaching entities to inform them of the upcoming tariff adjustment. Upon consultation with Staff, OE is submitting revisions to its October 30, 2020 application to reflect updated pole counts and an effective date of January 1, 2021.

The filing herein includes revised redline and clean pages from the Pole Attachment Tariff (Exhibit A and Exhibit B, respectively), along with workpapers supporting the proposed changes to update the annual rental fees based on 2019 FERC Form 1 data (Exhibit C). These revised exhibits should replace those originally filed. There are no other changes to OE's October 30, 2020 filing.

Please file the attached Pole Attachment Tariff pages on behalf of OE. Pursuant to the Orders, the proposed changes shall become effective January 1, 2021, unless otherwise ordered by the Commission. Please file one copy of the tariffs in Case Nos. 20-1643-EL-ATA and 89-6006-EL-TRF and provide two copies to the Staff.

Sincerely,



Santino L. Fanelli
Director, Rates & Regulatory Affairs

POLE ATTACHMENT TARIFF

The yearly charge of \$~~12.06~~17 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 Company will only file to adjust pole attachment rates once in a given calendar year period, unless otherwise required by law. 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:

Filed pursuant to Orders dated February 25, 2015 and September 7, 2016 in Case Nos. 13-579-AU-ORD
and 15-975-EL-ATA, the Entry on Rehearing dated August 28, 2019 in Case No. 18-564-EL-ATA, and Case No. ~~1920-40371643~~1643-EL-ATA,
respectively, before The Public Utilities Commission of Ohio

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, the Entry on Rehearing dated August 28, 2019 in Case No. 18-564-EL-ATA, and Case No. 20-1643-EL-ATA, respectively, before The Public Utilities Commission of Ohio

Exhibit C

	A	B	C	D	E	F	G	H	I	J	L
1	Case No. 20-1643-EL-ATA										
2	Ohio Edison Company										
3	Annual Pole Cost Calculation (Year-End 2019)										
4											
5	<u>Net Cost of a Bare Pole Calculation</u>							Source			
6											
7	Gross Distribution Plant					3,080,352,880		207, line 75(g)			
8	Gross Pole Investment (Acct. 364)					549,664,995		207, line 64(g)			
9	Distribution Plant Accumulated Depreciation					1,156,327,899		219, line 26(b)			
10	Depreciation Reserve (Poles)					206,337,713		F8/F7*F9			
11	Gross Plant Investment (Electric)					3,718,005,584		200, line 8(c)			
12	Accumulated Deferred Taxes (Electric)(190, 281-3)					588,412,951		273, 8(k)+275, 2(k)+277, 9(k)-234, 8(c) + 278.1, 4(f)			
13	Accumulated Deferred Taxes(Accts. 190, 281-3)(Poles)					86,990,187		F8/F11*F12			
14	Net Pole Investment					256,337,095		F8-F10-F13			
15	Appurtenances Factor					0.8619		Account 364 Continuing Property Records			
16	Net Pole Investment Allocable to Attachments					220,940,199		F14*F15			
17	Total Number of Poles *					579,993		Ohio Edison Books			
18	Net Cost of a Bare Pole					380.94		F16/F17			
19											
20	<u>Carrying Charge Calculation</u>										
21											
22	Total General and Administrative					113,276,012		323, line 197(b)			
23	Gross Plant Investment (Electric)					3,718,005,584		200, line 8(c)			
24	Depreciation Reserve (Electric)					1,452,726,602		200, line 22(c)			
25	Accumulated Deferred Taxes (Electric)(190, 281-3)					588,412,951		273, 8(k)+275, 2(k)+277, 9(k)-234, 8(c) + 278.1, 4(f)			
26	Administrative Carrying Charge					0.0676		F22/(F23-F24-F25)			
27											
28	Account 593 (Maintenance of Overhead Lines)					46,590,890		322, line 149(b)			
29	Investment in Accts. 364,365 & 369					1,500,121,279		207, lines 64(g)+65(g)+69(g)			
30	Depreciation (Poles) related to Accts. 364, 365 & 369					563,127,718		F29/F7*F9			
31	Accumulate Deferred Income Taxes for 364, 365 & 369					237,409,753		F29/F11*F12			
32	Maintenance Carrying Charge					0.0666		F28/(F29-F30-F31)			
33											
34	Gross Pole Investment (Acct. 364)					549,664,995		207, line 64(g)			
35	Net Pole Investment					256,337,095		F14			
36	Depreciation Rate for Gross Pole Investment					0.0293		Current Approved Rate			
37	Depreciation Carrying Charge					0.0628		F34/F35*F36			
38											
39	Taxes (Accts. 408.1 + 409.1 + 410.1 + 411.4 - 411.1)					250,812,337		114, line 14(c)+15(c)+16(c)+17(c)+19(c)-18(c)			
40	Gross Plant Investment (Total Plant)					3,718,005,584		200, line 8(b)			
41	Depreciation Reserve (Total Plant)					1,452,726,602		200, line 22(b)			
42	Accumulated Deferred Taxes (Total Plant)(190, 281-3)					588,412,951		273, 17(k)+275, 9(k)+277, 19(k)-234, 18(c) + 278.1, 4(f)			
43	Taxes Carrying Charge					0.1496		F39/(F40-F41-F42)			
44											
45	Rate of Return					0.0848		Latest ROR approved by PUCO			
46	Return Carrying Charge					0.0848					
47											
48	Total Carrying Charges					0.4314		F26+F32+F37+F43+F46			
49											
50	<u>Attacher Responsibility Percentage</u>										
51											
52	Space Occupied					1		Other/FirstEnergy Joint Use Agreements			
53	Usable Space					13.5		FCC Presumption			
54	Attacher Responsibility Percentage					0.0741		F52/F53			
55											
56	<u>Pole Attachment Rate</u>										
57											
58	Attacher Responsibility Percentage					0.0741		F54			
59	Net Cost of a Bare Pole					380.94		F18			
60	Total Carrying Charges					0.4314		F48			
61	Pole Attachment Rate					\$12.17		F58*F59*F60			
62											
63	*Includes an estimate for the number of poles associated with non-utilized plant balances in FERC account 364, based on historical average costs per pole.										

This foregoing document was electronically filed with the Public Utilities

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in

Case No(s). 89-6006-EL-TRF, 20-1643-EL-ATA

Summary: Application Revised Update of Pole Attachment electronically filed by Karen A Sweeney on behalf of Ohio Edison Company and Fanelli, Santino L. Mr.