

MC GINNIS & ASSOCIATES, INC.
COLUMBUS, OHIO (614) 431-1344

PUBLIC UTILITIES COMMISSION

STATE OF OHIO

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In the Matter of the Complaint)
of the Ohio Cable)
Telecommunications Association,)
Coaxial Communications, Inc.)
and Time Warner Cable,)

Complainants,)

vs.)

Case No.96-1309-EL-CSS

Columbus Southern Power)
Company, d/b/a American)
Electric Power ("AEP") and Ohio)
Power Company, d/b/a American)
Electric Power ("AEP"),)

Respondents.)

Relative to Alleged Violations)
of Section 4905.71, Revised)
Code and 47 U.S.C. 224(f)(1))
Regarding Discriminatory)
Treatment of Pole Attachments)
by Cable Television Operators.)

Hearing Room 11-D
Borden Building
180 East Broad Street
Columbus, Ohio 43215
Wednesday, May 14, 1997

Met, pursuant to assignment, at 9:00 o'clock a.m.

BEFORE:

Scott E. Farkas, Attorney-Examiner.

VOLUME III

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1 APPEARANCES:

2 ON BEHALF OF THE COMPLAINANTS:

3 Stephen M. Howard, Esq.
4 Philip F. Downey, Esq.
5 Vorys, Sater, Seymour and Pease
6 52 East Gay Street
7 Columbus, Ohio 43215

8 ON BEHALF OF THE RESPONDENTS:

9 F. Mitchell Dutton, Esq.
10 Rate Counsel
11 Jay Jadwin, Esq.
12 Senior Attorney
13 American Electric Power
14 1 Riverside Plaza
15 Columbus, Ohio 43215-2373

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P R O C E E D I N G S

- - -

Wednesday, May 14, 1997

Morning Session

- - -

THE EXAMINER: Let's go on the record.

You can call your next witness.

MR. DOWNEY: Thank you, your Honor.

Complainants would call Dean Ringle.

(Witness sworn.)

THE EXAMINER: Be seated.

You can proceed.

- - -

Thereupon, Complainants' Exhibit No. 4 was
marked for purposes of identification.

- - -

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1 DEAN C. RINGLE

2 being first duly sworn, as prescribed by law, was examined and
3 testified as follows:

4 DIRECT EXAMINATION

5 BY MR. DOWNEY:

6 Q. Sir, would you please state your name and business address?

7 A. My name is Dean C. Ringle. My business address is 970
8 Dublin Road, Columbus, Ohio.

9 Q. By whom are you currently employed, Mr. Ringle?

10 A. With the Franklin County Engineer's office.

11 Q. Mr. Ringle, did you cause to have prepared direct testimony
12 in this proceeding?

13 A. Yes, I did.

14 Q. Is the document before you that's marked as Complainants'
15 Exhibit 4 a copy of your direct testimony?

16 A. Yes.

17 Q. Do you have any additions, deletions or modifications to
18 that testimony?

19 A. No.

20 Q. Mr. Ringle, if I were to ask you the same questions under
21 oath as are set forth in your direct testimony marked as
22 Exhibit 4, would your answers be the same as those set forth in
23 the exhibit?

24 A. Yes, they would.

25 MR. DOWNEY: Your Honor, at this time we would move

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1 for the admission of Complainants' Exhibit 4, and tender
2 Mr. Ringle for cross-examination.

3 THE EXAMINER: Thank you.

4 You may proceed.

5 MR. DUTTON: Thank you, your Honor.

6 - - -

7 CROSS-EXAMINATION

8 BY MR. DUTTON:

9 Q. Mr. Ringle, I'm Mitch Dutton. I'm an attorney representing
10 Ohio Power and Columbus Southern Power Company in this
11 proceeding.

12 I'm going to ask you a series of questions. If you don't
13 understand a question or you're unclear about it, please just
14 indicate that to me and I'll try and rephrase it, okay?

15 A. Okay.

16 Q. Have you ever testified before?

17 A. Yes.

18 Q. In what kind of proceeding?

19 A. Well, it was in a court trial.

20 Q. And what was the nature of it?

21 A. The nature was actually testifying on behalf of the county
22 for weight enforcement, legal load limits, on our -- on our
23 roads, and it was a case where one of the ticketed people for
24 overweight trucks had contested it, so we were testifying as to
25 the accuracy of our weight system setup where we measure weight.

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1 Q. Now, you're not being paid to provide your testimony here
2 today, are you?

3 A. No, I'm not.

4 Q. And you have -- you have not retained the law firm of
5 Vorys, Sater, Seymour and Pease to represent you in this
6 proceeding, have you?

7 A. No, I have not.

8 Q. Who asked you to testify in this proceeding?

9 A. Mr. Steve Howard.

10 Q. And what did Mr. Howard tell you as to -- about the nature
11 of these proceedings?

12 A. Basically, there is a conflict, I guess, between utilities
13 that was occurring in the height of string cable, and some of
14 that may be affected by over roadways, I think some of it was
15 off roadways, but that doesn't concern us when it's off
16 roadways, just what's crossing roadways.

17 Q. Did he tell you anything else about the proceeding?

18 A. Well, probably sketchy details, but I really didn't pay
19 attention to the -- the nature of -- I think it went through
20 a -- somebody won, I guess, at some point that there was a
21 decision made that there was some possible differences of how
22 standards were being set for heights of cables attached to
23 poles.

24 Q. And you found that information to be sufficient to raise
25 the interest of the County Engineer in this type of proceeding?

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1 A. That didn't affect me. That was, I think, just a recent
2 development. I had been asked before that if I would provide
3 testimony concerning what we look at as adequate clearance over
4 roadways, and that's strictly the only reason I'm here.

5 Q. Do you get requests like this from a lot of people to
6 intervene in proceedings in which you're not a party and have no
7 interest to provide testimony?

8 MR. DOWNEY: I'll object to the form, your Honor, use
9 of the term "intervene". He's testifying as a witness, not as
10 an intervenor.

11 THE EXAMINER: Okay.

12 BY MR. DUTTON:

13 Q. With that clarification.

14 A. Could you restate it then, please?

15 Q. Yes. Do you get a lot of requests to participate in
16 proceedings in which the Franklin County Engineer is not a party
17 and in which Franklin County itself is not a party and to
18 provide testimony in those proceedings?

19 A. Not a lot.

20 Q. What standards do you use to decide whether you'll
21 participate or not?

22 A. In the interest of publicly safety, since that is one of
23 our desires, is to have safe roadways, that would -- that would
24 probably necessitate whether we'd go ahead and testify or not.

25 Q. Now, what's your understanding with respect to the role of

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1 the Public Utilities Commission of Ohio in governing public
2 safety?

3 A. I don't know if I have an opinion on what their role is.

4 Q. Now, on Page 2 of your testimony, Mr. Ringle, you see your
5 answer there to Question No. 4?

6 A. Uh-huh.

7 Q. And you indicate that you may not have clearance for salt
8 trucks, correct?

9 A. If the cables are too low; that is correct.

10 Q. And would you expect that this is a concern for any county
11 in Ohio that operates salt trucks?

12 A. I would have to believe, yes; and not just counties, but
13 municipalities, also.

14 Q. And you indicate that when the dump truck is being
15 operated, the height of truck -- such trucks varies from 12 to
16 15 feet. Do you see that reference?

17 A. Uh-huh. That's in answer to Question 5.

18 Q. Yes.

19 How high in the air does the bed of one of these salt
20 trucks reach when fully extended?

21 A. When fully extended -- The trucks are different sizes, so
22 when fully extended it ranges anywhere from 17-1/2 to 18-1/2
23 feet high.

24 Q. Now, you don't operate those trucks with the beds fully
25 extended over the roadways, correct?

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1 A. Usually not. There are times when they have to be raised.
2 As an example, when you have the bottom end of your load of salt
3 and you need to get it towards the back end of the truck, they
4 may raise it up as they're driving and lower back down to a
5 normal operating condition. But you -- We do not normally
6 operate at long distances with the beds totally raised, that's
7 correct.

8 Q. And under what temperature conditions does Franklin County
9 generally spread salt on the roads?

10 A. Generally, it would be from around freezing and any
11 temperatures below.

12 Q. Is there a temperature below which salt is not effective on
13 the roads?

14 A. Yes.

15 Q. And do you still, nonetheless, spread salt?

16 A. No. Actually, there's many things we spread besides salt.
17 We have salt, we have calcium chloride solution, we -- we do mix
18 some sand and other materials, depending on what kind of
19 conditions are out in the field, be it ice, be it a lot of snow.

20 Q. Well, the -- you mentioned a solution. Is that a liquid?

21 A. That would be a liquid solution, yes.

22 Q. Do you need to raise the bed of a truck to dispense a
23 liquid?

24 A. That is on a different truck.

25 Q. So that isn't a concern with respect to your testimony

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1 here --

2 A. That's correct.

3 Q. -- correct?

4 A. Yes.

5 Q. Now, below what temperature range is salt no longer
6 effective?

7 A. I am not quite prepared to answer that question. I do not
8 know right at the moment.

9 Q. But you recognize there is some temperature at which --

10 A. Sure.

11 Q. -- salt is not effective and the county does not normally
12 put it on the roads, right?

13 A. That is correct.

14 Q. You talk about a minimum road clearance of 16 feet under
15 the worst of winter conditions; do you see that?

16 A. Uh-huh.

17 Q. My recollection of the worst of winter conditions was 20
18 below. Is that the kind of conditions you're looking at?

19 A. You're talking about temperature?

20 Q. Let me rephrase it.

21 With respect to your discussion of the worst of winter
22 conditions, what were you talking about?

23 A. Okay. At that point, we are looking at heavy ice and winds
24 that would affect the hanging of a cable over the roadway
25 affecting the sag of the cable over the roadway.

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1 Q. Now, if I'm understanding your recommendation in your
2 testimony here, under the worst of winter conditions you're
3 suggesting 16 feet and so, therefore, under normal conditions
4 you're suggesting 18 feet, right?

5 A. That is correct.

6 Q. Is it appropriate to infer from that that it's your opinion
7 that all types of cable sag two feet from normal installation to
8 conditions of the worst weather conditions?

9 A. No. Sag depends a lot on the length of the cable and how
10 it's attached, the kind of cable; there's a lot of other
11 variables, obviously, affecting sag.

12 Q. And sag is generally, and the amount of sag, is an
13 engineering calculation to determine that, correct?

14 A. Correct.

15 Q. So it would be fair to say that even with respect to the
16 Franklin County Engineer's recommendation, you would like to see
17 16 feet of clearance under the worst of winter conditions,
18 correct?

19 A. Correct.

20 Q. And whether the attachment on the pole needs to be at 18
21 feet to achieve that or some other higher level, that isn't the
22 purpose of your testimony, right?

23 A. That is correct.

24 Q. And, conversely, if, under the worst of weather conditions,
25 16 feet can still be maintained while attaching below 18 feet,

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1 that would be acceptable to your recommendation, as well, would
2 it not?

3 A. If it can meet that condition, sure, that is -- that is
4 okay.

5 Q. You see in the answer to your Question 6, you talk about
6 your salt trucks traversing city streets to get where they need
7 to go.

8 A. Uh-huh.

9 Q. Wouldn't you expect that normally when a salt truck is
10 traversing to the location at which it needs to begin salt
11 operations, it would do so with the bed lowered?

12 A. Actually, I'd like to clarify that answer that I have and
13 the question that you've asked, by stating that the City of
14 Columbus, maybe other municipalities, and the county have
15 reciprocating plowing agreements --

16 Q. I'm sorry?

17 A. Reciprocating plowing agreements and salting agreements.
18 So we actually salt and plow some streets that are incorporated
19 in the city and the city does the same for us.

20 And we -- what we do is we look at ease of getting to
21 certain areas. And, you know, you probably are familiar with
22 how the corp- -- corporation limits jog in and out of roads, and
23 it wouldn't be feasible to have a city truck plow for 500 feet
24 and then a county truck plow for 500 feet and so on. And so we
25 have, bas- -- So basically what I'm saying is that the county

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1 will plow some city streets and the city will plow some county
2 roads.

3 Q. But when the salt truck is traversing to its plowing route,
4 it goes there with the bed down, doesn't it, typically?

5 A. Sometimes. There are times if we are traversing a road
6 that is not plowed, we will have to plow it to get to our road.
7 So there are times when we actually would plow certain roads
8 that are not on our route, but are on our way to our route of
9 plowing that we would go ahead and salt and plow.

10 Q. You indicated reciprocal agreements. Is there a City of
11 Columbus Engineer comparable to the county responsibilities for
12 plowing roadways?

13 A. Yes, there is.

14 Q. Mr. Ringle, do you have any of these reciprocal agreements
15 with other counties, or do you, for the most part, stay within
16 Franklin County?

17 A. It's pretty much within Franklin County. I know that we
18 have them on paper with -- with the -- anything within our
19 county. I'm trying to -- There's a couple of roads that are on
20 county lines that I believe we just go ahead and plow without
21 looking for reimbursement from the adjoining counties.

22 MR. DUTTON: Your Honor, if I could have marked as
23 Company Exhibit No. 27 a six-page document, the cover page of
24 which is a letter dated January 12th, 1995 from a Gerald E. Hann
25 to a Stanley E. Wilson.

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1 THE EXAMINER: Okay.

2

- - -

3 Thereupon, Company Exhibit No. 27 was
4 marked for purposes of identification.

5

- - -

6 BY MR. DUTTON:

7 Q. Mr. Ringle, if you would just take a moment to review
8 that -- the document that I have just handed you. And once you
9 have had an opportunity to review that, if you would let me
10 know.

11 (Pause.)

12 A. Okay, I have perused it.

13 Q. Now, prior to taking the stand today, had you seen this
14 document?

15 A. I have not seen the attachments with all the list of low
16 clearance, but I knew that it existed.

17 Q. So you had seen the cover letter?

18 A. Yes, correct.

19 Q. Had you seen, if you go back -- one, two, three -- four
20 pages, had you seen that document?

21 A. You're talking about the CSP response?

22 Q. Correct.

23 A. No, I have not seen that.

24 Q. Prior to taking the stand, you had not seen that?

25 A. That's correct.

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1 Q. Who is Mr. Hann?

2 A. Mr. Hann is a previous chief deputy. He has since retired
3 since this time.

4 Q. Did you report to him for a while?

5 A. No, I did not.

6 Q. Are you --

7 A. We have -- We have two chief deputies at the County
8 Engineer's office, one in charge of engineering, one in charge
9 of operations, and Gerry was in charge of operations.

10 Q. Would it be proper to infer from that that you're in charge
11 of engineering?

12 A. That is correct.

13 Q. Now, you mentioned that you had seen the first page of the
14 document. Tell me the circumstances in which you had seen it.

15 A. Just in a file that we have on letters that we've sent out
16 concerning situations like this, just knowing that they had sent
17 it out.

18 Q. Who do they send that letter to? I mean, is it basically a
19 form letter?

20 A. To an extent, yes.

21 Q. And then from time to time you -- I mean, the attachments
22 to that letter would vary, of course, I presume?

23 A. Sometimes there's no attachments; sometimes it's just a --
24 Again, it's a modified form letter. Sometimes the letter is
25 just sent stating that at one particular location there has been

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1 notice that they -- a line is too low.

2 Q. I presume the County Engineer might get notice that a line
3 is too low in their opinion through a variety of means?

4 A. Possibly.

5 Q. And when you receive notice, from whatever source, whether
6 your own personnel or the public, of a line being too low, you
7 endeavor to inform the party whose line is too low that there
8 may be a safety concern at a particular location, correct?

9 A. Correct.

10 Q. And that's just good public safety, right?

11 A. That's correct. And, basically, putting them on notice, as
12 you notice in the fourth, which is the last, paragraph of the
13 cover letter, putting them on notice that if our trucks do hit
14 it and it's too low, we're -- we're not wanting to be liable for
15 it.

16 Q. Now, looking at this Company Exhibit No. 27, you provide
17 addresses and names of utilities or a generic classification of
18 utilities, and in this instance the height of the violation,
19 right -- or, the height of the facility as determined in some
20 manner, correct?

21 A. Correct.

22 Q. Do you know what the temperature and loading conditions
23 were at the time that the measurements shown on this attachment
24 were made?

25 A. No. And I will also tell you that I do not know what date

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1 the measurements were made on this attachment.

2 Q. Okay.

3 A. That probably could be found out, but I didn't know about
4 it before this testimony.

5 Q. Now, I notice that there are a lot of heights in here that
6 are greater than the 16 feet that you're recommending under the
7 worst of winter conditions, right?

8 A. Uh-huh. Correct.

9 Q. And so you're not suggesting by this type of correspondence
10 that any kind of engineering calculations have been done to
11 suggest that under the worst winter conditions, that particular
12 line would not be at 16 feet, correct?

13 A. I don't know if anybody has done engineering calculations.
14 We personally did not do engineering calculations.

15 Q. Now, turning then to the fourth page here, you saw that
16 this was a response by Columbus Southern Power to the letter,
17 correct?

18 A. Yes, it is.

19 Q. And it was directed to the same Mr. Hann?

20 A. Correct.

21 Q. But prior to taking the stand today, you had not seen this
22 letter, correct?

23 A. Correct.

24 Q. In looking at the response, is it your understanding that
25 Columbus Southern Power indicates that they're going to take

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1 corrective actions where necessary?

2 MR. DOWNEY: Objection, your Honor; foundation.

3 THE EXAMINER: Well, I think the letter speaks for
4 itself.

5 BY MR. DUTTON:

6 Q. In reading this letter, would you agree with me that
7 Columbus Southern Power informed the Franklin County Engineer's
8 office of their intent, Columbus Southern Power's intent, to
9 comply with the National Electric Safety Code standards with
10 respect to road crossings?

11 MR. DOWNEY: Same objection, your Honor.

12 THE EXAMINER: Yeah, I'm going to sustain the
13 objection. You're asking him to interpret a document he's never
14 seen before. If he had some familiarity with it, I might allow
15 it, but I'm going to sustain the objection.

16 MR. DUTTON: Your Honor, I mean, if I may --

17 THE EXAMINER: You're asking him to interpret what
18 American Electric Power -- Columbus Southern, their intent in
19 their letter is.

20 MR. DUTTON: Okay. Let me try and rephrase it this
21 way --

22 THE EXAMINER: Okay.

23 MR. DUTTON: -- if I could.

24 BY MR. DUTTON:

25 Q. In reading this letter, Mr. Ringle, is it your

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1 understanding that Columbus Southern Power did not agree with
2 Mr. Hann's recommendation as to road clearances?

3 MR. DOWNEY: Same objection, your Honor.

4 THE EXAMINER: This letter speaks for itself.

5 MR. DUTTON: Your Honor, the witness is saying here
6 that -- in Question 9, "Did American Electric Power...ever
7 approach your office and request a lowering or reduction of the
8 appropriate road clearance standard in Franklin County", and
9 he's saying, "No, not that I'm aware of". And I'm offering this
10 letter to ask him: Based on your review of this letter, would
11 you conclude that that testimony is inaccurate?

12 THE EXAMINER: Well, let me ask you: Would you change
13 your answer to Question 9 based on reading this letter?

14 THE WITNESS: Okay. The Question and Answer 9 was
15 correct up until this testimony.

16 BY MR. DUTTON:

17 Q. Up until reviewing this letter?

18 A. Up until reviewing this letter.

19 THE EXAMINER: Okay.

20 THE WITNESS: So my testimony is not incorrect. But
21 what I'm saying -- But I would agree that, looking at this
22 letter, then I would say --

23 THE EXAMINER: You are now aware?

24 THE WITNESS: I don't know that they still requested a
25 lowering or reduction. I think I can say yes, they have

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1 corresponded with our office based on this letter. I can say
2 that, sure.

3 BY MR. DUTTON:

4 Q. With -- Okay. That's fine.

5 And, Mr. Ringle, I presume, and just for completeness of
6 the record, because you weren't aware of this letter of March
7 7th, you wouldn't be aware of any response or any further
8 communications between the Franklin County Engineer's office and
9 Columbus Southern Power with respect to this issue, correct?
10 A. Not that I'm aware of, correct.

11 Q. Mr. Ringle, there is -- I'm going to represent to you that
12 there has been testimony in this proceeding from Coaxial and
13 Time Warner representatives stating that, to their knowledge,
14 the only county in the counties that they provide service that
15 sends a letter such as what you saw here on the first page of
16 Company Exhibit No. 27 is Franklin County. If that were true,
17 would that surprise you?

18 A. If that were true, it doesn't surprise me. I do not know
19 the range or which counties they are in, but Franklin County,
20 being an urban county, has different characteristics than a lot
21 of the rural counties that even surround our county.

22 Q. Would you expect that the characteristics are different
23 from Hamilton County in which Cincinnati -- the City of
24 Cincinnati is located?

25 A. Could be. I mean, that is a -- that is a similar size --

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1 or, it's an urban county; but, again, I'm not familiar with all
2 of their similarities or dissimilarities to our county.

3 Q. Are -- Is the Franklin County Engineer's office a member of
4 any statewide association of county engineers?

5 A. There is a County Engineers Association of Ohio which our
6 office, Franklin County, is a member of.

7 Q. Have you ever attended those meetings?

8 A. Yes, I have.

9 Q. Have you ever discussed in those meetings recommending an
10 18-foot roadway clearance for salt trucking operations?

11 A. I have not.

12 Q. In your opinion, is there anything unique about the manner
13 in which Franklin County spreads salt in comparison to the other
14 counties in the State of Ohio that have a need to spread salt on
15 their roads?

16 A. Nothing unique. I would say we tend to do it a little more
17 often than other counties. This is my opinion, but Franklin
18 County residents are a little more demanding and particular of
19 wanting to keep their roads open and drivable.

20 Q. But, to your knowledge, other counties salt their roads in
21 much the same manner that Franklin County does?

22 A. To the best of my knowledge, yes.

23 MR. DUTTON: Nothing further, your Honor.

24 THE EXAMINER: Any redirect?

25 MR. DOWNEY: One moment, your Honor.

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1 THE EXAMINER: Okay.

2 (Discussion held off the record.)

3 MR. DOWNEY: Just briefly, your Honor.

4 THE EXAMINER: Okay.

5 MR. DOWNEY: May I approach the witness?

6 THE EXAMINER: Yes.

7 - - -

8 Thereupon, Complainants' Exhibit No. 6 was
9 marked for purposes of identification.

10 - - -

11 REDIRECT EXAMINATION

12 BY MR. DOWNEY:

13 Q. Mr. Ringle, I hand you a document that I have marked as
14 Complainants' Exhibit 6. Can you identify Complainants' Exhibit
15 6, sir?

16 A. Meaning describe it?

17 Q. Yes. Say what it is.

18 A. Okay.

19 THE EXAMINER: Have you ever seen it before?

20 THE WITNESS: Yes.

21 THE EXAMINER: Okay.

22 THE WITNESS: Complainants' Exhibit 6 has a cover
23 letter of January 1995 to Stanley Wilson of Columbus Southern
24 Power stating our desire to have certain utility lines increased
25 for proper clearance, and with that is a three-page attachment.

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1 And, in my opinion, it is the same first four pages of Company
2 Exhibit No. 27.

3 MR. DOWNEY: No further questions, your Honor.

4 THE EXAMINER: Okay. Any recross?

5 - - -

6 RECROSS-EXAMINATION

7 BY MR. DUTTON:

8 Q. Actually, just one question, Mr. Ringle.

9 With respect to this type of correspondence, is it your
10 understanding that AEP has some kind of statutory, or lawful, or
11 legal, or regulatory obligation to inform you and your office of
12 decisions reached with respect to attachments on utility poles?

13 MR. DOWNEY: I'll object, your Honor.

14 Number one, I think it's beyond the scope of my
15 redirect examination; and also to the extent he's asking this
16 witness to render a legal opinion.

17 THE EXAMINER: I'll sustain the objection.

18 MR. DUTTON: Nothing further.

19 THE EXAMINER: Okay. You're excused.

20 THE WITNESS: Okay.

21 THE EXAMINER: I appreciate your testimony.

22 THE WITNESS: Thank you.

23 (Witness excused.)

24 THE EXAMINER: Why don't we -- Let's go off the record
25 a second.

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1 (Discussion held off the record.)

2 THE EXAMINER: Let's go back on the record.

3 Is there any objection to the admission of
4 Complainants' Exhibits 4 or 6?

5 MR. DUTTON: Your Honor, I have no objection to
6 Complainants' Exhibit No. 4.

7 THE EXAMINER: Okay. Then that will be admitted.

8 - - -

9 Thereupon, Complainants' Exhibit No. 4
10 was received into evidence.

11 - - -

12 MR. DUTTON: Given as the witness established that
13 Company Exhibit No. 27 in the first four pages of it is
14 identical to Complainants' Exhibit No. 6, it seems rather
15 cumulative to the record -- it's already pretty much burdened --
16 but other than that, I have no objection.

17 THE EXAMINER: Well, I'm going to reserve ruling on
18 Complainants' Exhibit 6 until I make a ruling on Company Exhibit
19 27, since they do contain portions of the same information, so
20 I'm not going to rule on that yet.

21 Okay. Let's go off the record.

22 (Discussion held off the record.)

23 (Brief recess taken.)

24 THE EXAMINER: Why don't we go back on the record.

25 I believe there were no more witnesses on behalf of

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1 the Complainants. That's correct?

2 MR. DOWNEY: That's correct, your Honor.

3 THE EXAMINER: And you had indicated that you had some
4 preliminary matters. Did you want to bring those up now?

5 MR. DUTTON: Yes, I think it would be appropriate to
6 bring them up now.

7 THE EXAMINER: Okay.

8 MR. DUTTON: The first will be handled by my
9 cocounsel, Mr. Jadwin.

10 MR. JADWIN: Yes, your Honor.

11 The following representation is being made with the
12 consent of counsel for both sides, and it reads as follows:

13 "For purposes of clarifying the record with respect to
14 the testimony of Mr. Rudich, AEP and Coaxial met on September 30
15 of 1996 to discuss matters concerning Ameritech New Media's
16 construction practices. At the end of the meeting it was agreed
17 that the attorneys for the parties would, between counsel, work
18 on developing a mutually agreed-upon set of minutes of the
19 meeting. The attorneys for the parties were unable to arrive at
20 a mutually acceptable agreement as to the understandings or
21 substance of the meeting minutes."

22 THE EXAMINER: Okay. Anything further?

23 MR. DUTTON: If we could just have a representation
24 from counsel that that's accurate.

25 MR. DOWNEY: That is accurate, your Honor.

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1 THE EXAMINER: Okay. Thank you.

2 MR. DUTTON: One other preliminary matter, your Honor.

3 As the Bench is well aware, during the
4 cross-examination of Complainants' witnesses, the company marked
5 various documents. Those documents were marked for purposes of
6 that examination to show a process to reflect forms used to
7 indicate or have the witness indicate whether -- if the
8 information reflected in the document was conveyed, whether that
9 information be sufficient to accomplish the purpose of the
10 document.

11 It was not the company's intention, as explained to
12 the Bench, to try and establish the foundation for those
13 documents through those witnesses. It is in the nature of
14 rebuttal testimony, those documents clearly are. And the
15 company, as a procedural matter, would ask for an opportunity at
16 the outset of Ms. Wagner's testimony to lay a foundation through
17 Ms. Wagner as the appropriate company representative for the
18 admission of those documents.

19 THE EXAMINER: All right. Do you have any response to
20 that?

21 MR. DOWNEY: Yeah, we would oppose that, your Honor.
22 We think your entry prior to the hearing with respect to the
23 prefilming of testimony was clear. AEP did have the opportunity
24 to prefile direct testimony. They did that. If they thought
25 they wanted to have something in the record with respect to

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1 these particular documents, they had every opportunity to
2 include them in what they prefled in Ms. Wagner's direct
3 testimony. I believe it defeats the purpose of having prefled
4 testimony if we're going to conduct additional direct
5 examination and submit additional documents during the course of
6 the hearing. It's prejudicial to the Complainants because it
7 denies the Complainants an opportunity to prepare for the
8 hearing and to conduct discovery between the date the direct
9 examination was filed and the date of the hearing with respect
10 to these documents.

11 MR. DUTTON: Clearly, your Honor, these documents are
12 in the nature of rebuttal testimony that the company, if the
13 Bench would prefer, can do with the Bench's consent as prefled
14 testimony.

15 Administratively, I don't see any advantage to that.
16 As counsel is well aware, with the exception of one document,
17 all of this material was provided in discovery to counsel,
18 depositions were conducted of this witness, and those documents
19 were available to counsel if he so chose to use them.

20 And, just administratively, what is gained by
21 concluding here and then recalling Ms. Wagner and having her
22 submit rebuttal testimony to the testimony here that's going to
23 be in the nature of these documents --

24 MR. DOWNEY: Your Honor, if I --

25 MR. DUTTON: -- to establish the foundation that these

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1 are typical company documents used in its operations, maintained
2 in the normal course?

3 MR. DOWNEY: Your Honor, if I could just --
4 Are you finished, counsel?

5 MR. DUTTON: Yes, your Honor.

6 MR. DOWNEY: If I could just respond, not to belabor
7 the point, on two points.

8 One, I did take Miss Wagner's deposition on Thursday.
9 Had these documents been attached to her testimony and addressed
10 in her testimony, I would have covered them at the deposition.
11 Whether or not I could have in the absence of that testimony is
12 really irrelevant because she didn't put the testimony in there,
13 so that's why they weren't covered.

14 I don't know what counsel seems to assume with respect
15 to AEP's right to submit rebuttal testimony. It's my
16 understanding that AEP had the opportunity to submit testimony
17 in response to what we submitted, and they did that. And so I
18 don't know what additional opportunity they're asking for, but I
19 think it would be improper.

20 THE EXAMINER: Is it your intent to not show the truth
21 of the matter asserted in the document, but that the document is
22 of a form or type similar to those sent out by the company?

23 MR. DUTTON: No, your Honor. It is my intent to
24 establish that the document, and with respect to its contents,
25 through Ms. Wagner, is prepared in the normal course of the

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1 company's business from business records that are maintained in
2 a manner that are accurate, that the documents and the
3 information contained therein is true to the best of her
4 knowledge, information and belief.

5 So while with respect to the cross-examination of
6 their witnesses as to the process, that was the point there,
7 that's correct; but with respect to rebutting their allegations
8 that no notice was given, which the company should have an
9 opportunity to do, you have to have the substance of the
10 information contained in the document.

11 THE EXAMINER: Is it your intent to show that the
12 document is an authentic document and use your witness to
13 authenticate the document --

14 MR. DUTTON: That's correct.

15 THE EXAMINER: -- as the document that was sent out on
16 the date that this shows that it was sent out --

17 MR. DUTTON: Correct, your Honor.

18 THE EXAMINER: -- that she has some knowledge specific
19 to those documents?

20 MR. DUTTON: Specific to the fact that this type --
21 this document is prepared and sent out in the normal course of
22 the company's business just like any other normal record
23 maintained and used by the company in the conduct of its
24 business.

25 THE EXAMINER: Well, now, that gets to my question,

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1 and that is, for instance, if a document is a -- one of your --
2 is -- one of yours is a letter of June 15th, 1995. Are you --
3 Is it your intent that your witness would authenticate that
4 document as the June 15th, 1995 letter that she knows who
5 authored it and she's seen it before and -- in that vein, is
6 that --

7 MR. DUTTON: Yes, your Honor.

8 THE EXAMINER: -- the nature of your --

9 MR. DUTTON: That this is a type of letter -- this
10 letter --

11 THE EXAMINER: Not that it's the type of letter, but
12 that it is the letter?

13 MR. DUTTON: That it is the letter, that's right,
14 obtained from company records and a search of those records that
15 are maintained in the normal course of the company's business,
16 and that she went out, she searched the company records, it was
17 there, these are the kind -- this record and this correspondence
18 we maintained, and that it was sent. And it was sent because it
19 was maintained in a manner and in a fashion which we know that
20 letter was sent.

21 THE EXAMINER: All right. Let's take a five-minute
22 recess.

23 (Brief recess taken.)

24 THE EXAMINER: Let's go back on the record.

25 I reviewed my entry on -- this was April 24th, '97,

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1 and in it I indicated that I want all prefiled -- direct expert
2 testimony to be prefiled.

3 In evaluating what you indicated your intent is with
4 respect to the document, I'll reserve ruling on that until I see
5 exactly what you ask the witness, if you're going to ask her
6 anything. I don't view authenticating a document necessarily to
7 be expert testimony. I guess I would have to wait and see
8 exactly which documents we were looking at. So I'll allow it to
9 that extent and just wait and see what happens.

10 So you can call your witness.

11 MR. DUTTON: At this time the company would call to
12 the stand Branden J. Wagner.

13 (Witness sworn.)

14 THE EXAMINER: You can be seated.

15 You may proceed.

16 - - -

17 Thereupon, Company Exhibit No. 1 was
18 marked for purposes of identification.

19 - - -

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21

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23

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25

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1 BRANDEN J. WAGNER

2 being first duly sworn, as prescribed by law, was examined and
3 testified as follows:

4 DIRECT EXAMINATION

5 BY MR. DUTTON:

6 Q. Would you please state your name and business address for
7 the record?

8 A. Branden J. Wagner, 1 Riverside Plaza, Columbus, Ohio 43215.

9 Q. Ms. Wagner, do you have in front of you what has been
10 previously marked as Company Exhibit No. 1?

11 A. Yes, I do.

12 Q. Can you identify that document?

13 A. It's the direct testimony that was -- that I filed.

14 MR. DOWNEY: I'm sorry, your Honor, I'm having a
15 little trouble hearing the witness.

16 THE WITNESS: Sorry.

17 THE EXAMINER: You want to close the door?

18 MR. DOWNEY: Thank you.

19 THE EXAMINER: You still might have to speak up a
20 little louder.

21 THE WITNESS: Okay.

22 MR. DOWNEY: I think it's the noise from the
23 air-conditioners.

24 THE EXAMINER: I think you're probably right.

25 BY MR. DUTTON:

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1 Q. Do you have any changes, corrections or additions to make
2 to that testimony at this time?

3 A. Yes, I do.

4 Q. And what are they?

5 A. On Page 4, Line 13, the reference to the National -- the
6 NESC should read "National Electrical", an "al" on the end of
7 "Electric".

8 There's the same -- the exact same correction on Page 18,
9 Line 18. Again, the reference is to the NESC and it should read
10 "Electrical", not "Electric".

11 Those are two that I'm aware of where it was spelled out.
12 If there are any other instances, it should read "Electrical"
13 and not "Electric".

14 On Page 15, Line 9, the sentence that begins with "The pole
15 attachment...", the words "Columbus Southern Power" or "CSP"
16 should be inserted.

17 THE EXAMINER: Whereabouts?

18 THE WITNESS: In between "The" and "pole attachment
19 agreement".

20 THE EXAMINER: Okay.

21 THE WITNESS: So that it reads, "The CSP pole
22 attachment agreement addresses...."

23 THE EXAMINER: Okay.

24 THE WITNESS: And I would like to represent that all
25 other references to the pole attachment agreement in my

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1 testimony are to CSP's pole attachment agreement.

2 THE EXAMINER: Okay.

3 THE WITNESS: On Page 16, Line 13, the last word of
4 that sentence should read "licensee" instead of "owner".

5 Page 20, Line 9, the sentence begins "However...."
6 The word "any" should be deleted and in between "pole" and
7 "force" the word "may" should be inserted so the sentence reads,
8 "However, additions, modifications, etc. on the pole may force
9 everything...."

10 Page 21, Line No. 5, the sentence -- or, that part of
11 the sentence begins with "hinge", the word "upon" should be
12 inserted between "hinge" and "CSP" and the word "in" following
13 "OPCO" should be deleted.

14 Also on Page 21, Line 17, towards the end of the
15 sentence, it reads "improperly installed of facilities". The
16 word "of" should be deleted.

17 And, finally, on Page 27, Line 6, the exhibit
18 reference there is No. 5 and it should be No. 6.

19 BY MR. DUTTON:

20 Q. Subject to those corrections and additions you just made,
21 Ms. Wagner, if I were to ask you the questions contained
22 therein, would your answers today under oath be the same?

23 A. Yes, they would.

24 Q. Ms. Wagner, during the cross-examination of witnesses for
25 the Complainants, the company marked several documents. And I

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1 would like to take a moment with you and go through those
2 documents and have you authenticate them for the record, if you
3 would.

4 MR. DOWNEY: Your Honor, we'd renew our motion -- or,
5 our objection, rather, to the procedure of the witness providing
6 additional direct testimony with respect to these documents and
7 anything else that they're providing additional direct testimony
8 on for the reasons I mentioned previously.

9 THE EXAMINER: Yes. And subject to actually seeing
10 what you're doing, I'm going to reserve ruling on it and allow
11 you to proceed, but --

12 MR. DUTTON: I understand, your Honor.

13 THE EXAMINER: Okay.

14 BY MR. DUTTON:

15 Q. Ms. Wagner, I'm going to show you Company Exhibit No. 2.
16 Have you seen that document previously?

17 A. Yes, I have.

18 Q. Is that a document that is maintained in the ordinary
19 course of the company's business?

20 A. Yes, it is.

21 Q. Is the information that is reflected on that document true
22 and accurate to the best of your knowledge and information and
23 belief?

24 MR. DOWNEY: Objection, your Honor.

25 THE WITNESS: Yes.

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1 MR. DOWNEY: I think we need to lay some foundation
2 for a question along those lines.

3 THE EXAMINER: Yes, I would agree with that. You need
4 to lay some foundation for that.

5 MR. DUTTON: Okay.

6 BY MR. DUTTON:

7 Q. Ms. Wagner, is the information that is shown on that
8 document obtained from company records?

9 A. Yes, it is.

10 THE EXAMINER: Have you ever seen this document
11 before?

12 THE WITNESS: Yes, I have.

13 THE EXAMINER: In what context have you seen it?

14 THE WITNESS: I have seen it in the Columbus Region
15 Engineering Group.

16 THE EXAMINER: Okay.

17 MR. DOWNEY: I'm sorry, I couldn't hear that, your
18 Honor.

19 THE WITNESS: I've seen it in the Columbus Region
20 Engineering Group.

21 MR. DOWNEY: Columbus Region Engineering Group?

22 THE WITNESS: (Nods head.)

23 THE EXAMINER: Okay.

24 BY MR. DUTTON:

25 Q. Is the information contained on that document, and

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1 specifically with respect to owner, obtained from company
2 records?

3 A. Yes, it is.

4 MR. DOWNEY: Objection, lack of foundation. I think
5 she's got to have some knowledge as to how it was prepared
6 before she can say that it was prepared based on company
7 records.

8 THE EXAMINER: I'll sustain the objection.

9 BY MR. DUTTON:

10 Q. Ms. Wagner, how is the document prepared with respect to
11 the information that's shown therein?

12 A. The request is submitted to, in this case, the Columbus
13 region to make attachment to facilities. And the information --
14 part of the information -- the initial information, I guess I
15 should say, is provided by the party making the request. The
16 information is then verified using the records in the Columbus
17 region.

18 Q. Are you familiar with the types of records that the company
19 uses in verifying that information from your prior employment
20 with and -- Ohio Power Company?

21 A. Yes, I am.

22 Q. And does the company maintain records of pole ownership in
23 the normal course of its business?

24 A. Yes, they do.

25 Q. And does the company have procedures in place to verify the

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1 accuracy of the information in its pole records?

2 A. Yes, they do.

3 MR. DUTTON: Your Honor, at this time I would like to
4 move for the admission of Company Exhibit No. 2.

5 THE EXAMINER: Are you familiar with the specifics of
6 that document, Exhibit 2? I mean, did you participate in the
7 collection of any of the information associated with that
8 document?

9 THE WITNESS: In filling the document out?

10 THE EXAMINER: Yes.

11 THE WITNESS: No, I didn't fill any of this
12 information out.

13 THE EXAMINER: That's a document that is similar to
14 documents that the company sends out to other entities; is that
15 correct?

16 THE WITNESS: It's a document that they initially
17 submit to -- to us, and then we add information to it and return
18 it to them.

19 THE EXAMINER: Okay. But did you participate with
20 this specific document itself?

21 THE WITNESS: I didn't fill any of this information
22 out --

23 THE EXAMINER: Okay.

24 THE WITNESS: -- myself.

25 THE EXAMINER: All right.

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1 BY MR. DUTTON:

2 Q. Ms. Wagner, isn't the filling out of the information that's
3 contained on that document done in the ordinary course of the
4 company's business?

5 A. Yes, it is.

6 Q. According to standard procedures adopted by the company?

7 A. Yes.

8 Q. And it's a normal business record of the company kept and
9 maintained in the ordinary course of the company's business?

10 A. Yes, it is.

11 MR. DUTTON: I would move, your Honor, for the
12 admission of Company Exhibit No. 2.

13 MR. DOWNEY: Your Honor, I'd like the opportunity to
14 conduct some examination of the witness with respect to Exhibit
15 No. 2 before the Bench rules on its admission.

16 THE EXAMINER: I'll note that for the record. I'm not
17 going to rule on this exhibit until counsel has an opportunity
18 to cross-examine on it. But you can continue on with your use
19 of the exhibits and this witness.

20 MR. DUTTON: Okay.

21 MR. DOWNEY: Your Honor, may I request that the
22 exhibits that the witness is shown and testifying about during
23 the course of this examination remain with the witness so that I
24 can conduct that examination with the same documents?

25 THE EXAMINER: That's a reasonable request, yes.

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1 MR. DUTTON: Your Honor, if I may -- And I would be
2 delighted to make them available.

3 THE EXAMINER: Okay.

4 MR. DUTTON: Unfortunately, they are my only copy, as
5 well. If I might be permitted to --

6 THE EXAMINER: Well, why don't we go off the record
7 and allow you to make copies of the documents and then leave the
8 copy that you're examining the witness with on the stand so that
9 counsel has the same opportunity to cross-examine the witness on
10 that document, okay?

11 Off the record.

12 (Discussion held off the record.)

13 THE EXAMINER: Let's go back on the record.

14 BY MR. DUTTON:

15 Q. Ms. Wagner, do you have in front of you what was previously
16 marked as Company Exhibit No. 3?

17 A. Yes.

18 Q. And looking at the first two pages of that document, have
19 you seen it, the first two pages of this document, previously?

20 A. Previous to today?

21 Q. Yes.

22 A. Yes, I have.

23 Q. Where did you see this document previous to today?

24 A. I saw it sometime within the last couple weeks. I don't
25 really remember when.

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1 Q. Where was the document obtained from?

2 A. From records of the joint use coordinator.

3 Q. And are those records kept by the joint use coordinator in
4 the ordinary course of his business?

5 A. Yes, they are.

6 Q. Are they maintained by the company as a normal business
7 operating practice?

8 A. Yes, they are.

9 Q. And is it kept in such a manner that -- in such a procedure
10 that the letter would have been sent?

11 MR. DOWNEY: Objection. Foundation.

12 THE EXAMINER: Okay. Sustained.

13 BY MR. DUTTON:

14 Q. Ms. Wagner, do you know, was the letter obtained from
15 company records that would indicate that it was correspondence
16 having been sent?

17 A. It was our copy of a letter that had been sent to Warner
18 Communications.

19 Q. And you know that from the normal course in which the
20 company maintains its records with respect to correspondence?

21 A. That's correct.

22 Q. Turning to the next three pages of Company Exhibit No. 3
23 and the minutes of meeting there, where was this document
24 obtained from?

25 A. From the same file of the joint use coordinator.

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1 Q. And does the joint use coordinator maintain that file in
2 the ordinary course of his business?

3 MR. DOWNEY: Objection. I think that's been asked and
4 answered. I think the witness said he did -- or, she said that
5 he did, I'm sorry.

6 THE EXAMINER: Yes.

7 BY MR. DUTTON:

8 Q. Is it the normal practice of the company, when minutes of a
9 meeting are reduced to writing, to maintain those minutes?

10 A. Yes, it is.

11 Q. If you would turn to the next page of that document, and
12 directing your attention to a letter on Columbus letterhead to
13 the attention of Warner Communications from a Richard E. Woods.
14 Is this letter -- Was this letter obtained from the same files
15 that you identified previously of the joint use coordinator?

16 A. Yes, it was.

17 Q. And turning to the next page of this document, was this
18 letter obtained from those same files?

19 A. Yes, it was.

20 MR. DUTTON: Your Honor, at this time the company
21 would move, subject to cross-examination, for the admission of
22 Company Exhibit No. 3.

23 MR. DOWNEY: I have the same response, your Honor. If
24 I may, could I have a continuing objection to the examination on
25 all these exhibits?

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1 THE EXAMINER: Yes. The objection is noted, and I'll
2 allow you to cross-examine on these before I make any ruling
3 with respect to their admissibility.

4 MR. DUTTON: Thank you, your Honor.

5 BY MR. DUTTON:

6 Q. Do you have in front of you Company Exhibit No. 4?

7 A. Yes, I do.

8 Q. Where was this document obtained from?

9 A. From the Columbus Region Engineering Department.

10 Q. Was it obtained from the records of that department?

11 A. Yes, it was.

12 Q. Are those records maintained by the company in the ordinary
13 course of its business?

14 A. Yes, they are.

15 Q. Are the records -- Are those records subject to procedures
16 that ensure the accuracy of the information contained in those
17 records?

18 A. Yes, they are.

19 Q. And did you obtain Company Exhibit 4 from records that
20 would indicate that the -- that it was correspondence having
21 been --

22 MR. DOWNEY: Objection. Foundation, your Honor.

23 THE EXAMINER: Sustained.

24 BY MR. DUTTON:

25 Q. Are the records of the Columbus region kept in a manner

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1 that would indicate correspondence to outside parties?

2 A. This would be our copy of a letter that had been sent to
3 Warner Cable Communications.

4 Q. And how do you know that?

5 A. Because it's company practice to maintain a copy of
6 material that's sent to another party.

7 Q. And you found that -- this record in the -- in the area of
8 the company's records where you would expect such correspondence
9 to be found?

10 A. Yes, I did.

11 Q. If I could direct your attention to Company Exhibit No. 5.
12 Can you describe that document?

13 A. The document is copies of bills that were sent to Warner
14 Cable Communications for unauthorized attachments.

15 Q. How are the billing records with respect to pole contacts
16 maintained?

17 A. There's a separate file for copies of invoices that have
18 been sent to the companies.

19 Q. Does the company routinely bill company -- bill cable
20 attachees in the conduct of its business?

21 A. Yes, they do.

22 Q. Are those business records and billings maintained by the
23 company in the ordinary course of its business?

24 A. Yes, they are.

25 Q. Did you find this billing in the company records where such

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1 records are maintained?

2 A. Yes, I did.

3 Q. Does the company have procedures in place to audit and
4 review the accuracy of its billing system --

5 A. Yes.

6 Q. -- for pole attachments?

7 A. Yes, it does.

8 MR. DUTTON: And, your Honor, just for the record,
9 with respect to Company Exhibit 4 and Company Exhibit 5, I would
10 move for its admission, subject to cross-examination.

11 BY MR. DUTTON:

12 Q. Ms. Wagner, do you have in front of you Company Exhibit
13 No. 6?

14 A. Yes, I do.

15 Q. How many pages does your copy have?

16 A. Three.

17 Q. Can you identify that document?

18 A. It's a transmittal document with two sketches attached to
19 it.

20 Q. Have you seen this specific document before?

21 A. Yes, I have.

22 Q. Where did you see it before?

23 A. In the Columbus Region Information Section.

24 Q. Is this --

25 MR. DOWNEY: I'm sorry, I didn't hear that, counsel.

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1 THE WITNESS: In the Columbus Region Information
2 Section.

3 MR. DOWNEY: Information Section?

4 THE WITNESS: Yes.

5 BY MR. DUTTON:

6 Q. What process is used in the preparation of this transmittal
7 approval document?

8 A. A field review of a situation needing correction, and the
9 document would be prepared by the field -- or, by the Columbus
10 region personnel and sent to the party to provide them
11 information about the situation needing corrected.

12 Q. And how is that -- how is that information obtained that's
13 reflected here?

14 MR. DOWNEY: Objection. Foundation, your Honor.

15 THE EXAMINER: I'll sustain it.

16 BY MR. DUTTON:

17 Q. Ms. Wagner, what process does the company use in gathering
18 the information that's reflected on a transmittal approval?

19 MR. DOWNEY: Same objection, your Honor. I think it's
20 the same question.

21 THE EXAMINER: I'll sustain the objection.

22 BY MR. DUTTON:

23 Q. Ms. Wagner, in your experience with the company in your
24 records position, are you familiar with how information is
25 gathered by the company?

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1 A. Yes, I am.

2 Q. Are those -- Is that process part of or within the scope of
3 your responsibilities as the joint use manager?

4 A. I would have indirect, not direct, employees that would do
5 this type of thing.

6 Q. Have you directed, from time to time, employees to
7 undertake a transmittal and approval process such as shown here
8 on Company Exhibit No. 6?

9 A. Yes, I have.

10 Q. How does that -- How is that process done?

11 A. The employee makes a visual inspection in the field of the
12 facilities and then determines what needs to be done, and
13 provides that information on this transmittal form to the party
14 that needs to make the correction.

15 MR. DOWNEY: Move to strike, your Honor. I think it
16 was hearsay, as far as I can tell.

17 THE EXAMINER: I'll let it stand.

18 BY MR. DUTTON:

19 Q. Is that process used in the ordinary course of the
20 company's business in preparing such a transmittal and approval
21 form?

22 MR. DOWNEY: Objection. Foundation, your Honor.

23 MR. DUTTON: Your Honor, she just explained what the
24 process was and her knowledge of it.

25 THE EXAMINER: I'll let her answer.

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1 THE WITNESS: Yes, it is.

2 BY MR. DUTTON:

3 Q. Does the company have procedures in place to ensure the
4 accuracy of the information that is being conveyed?

5 A. Yes, they do.

6 Q. Ms. Wagner, do you know how these transmittal approval
7 forms are distributed?

8 MR. DOWNEY: Objection; foundation.

9 THE EXAMINER: Have you ever been involved in sending
10 one of these transmittal approval letters out?

11 THE WITNESS: I haven't mailed it myself.

12 THE EXAMINER: Have you ever filled one out?

13 THE WITNESS: No, I haven't.

14 THE EXAMINER: Ever directed someone to do it?

15 THE WITNESS: Yes.

16 THE EXAMINER: Do you know what's involved with
17 sending these out? Are you familiar with all of what would be
18 involved in -- You're familiar with the process involved in --

19 THE WITNESS: Yes.

20 THE EXAMINER: -- in how one of these documents comes
21 to exist?

22 THE WITNESS: Yes.

23 THE EXAMINER: Okay. And the reasons why you would
24 submit it to somebody?

25 THE WITNESS: Yes.

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1 THE EXAMINER: And direct somebody to submit it to the
2 party who it's addressed to?

3 THE WITNESS: Yes.

4 THE EXAMINER: Okay. Go ahead.

5 MR. DUTTON: Your Honor, at this time I would move for
6 the admission of Company Exhibit No. 6, subject to the Bench's
7 earlier ruling.

8 BY MR. DUTTON:

9 Q. Do you have in front of you Company Exhibit No. 7?

10 A. Yes.

11 Q. Yes, you do.

12 Have you seen this document before?

13 A. Yes, I have.

14 Q. Have you prepared such a document?

15 A. I've not personally prepared such a document.

16 Q. Have you directed others to prepare such a document?

17 A. Yes.

18 Q. Are you familiar with the process by which the document is
19 prepared?

20 A. Yes, I am.

21 Q. Is that process one of the -- used in the ordinary course
22 of the company's business?

23 A. Yes, it is.

24 Q. Is this record maintained by the company in the ordinary
25 course of the company's business?

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1 A. Yes, it is.

2 Q. Are you familiar with the steps necessary to prepare and
3 submit such a document as reflected in Company Exhibit No. 7?

4 A. Yes.

5 MR. DUTTON: I would move the admission of Company
6 Exhibit 7.

7 BY MR. DUTTON:

8 Q. Ms. Wagner, if I could direct your attention to Company
9 Exhibit 16.

10 A. Yes.

11 Q. Can you identify that as the identical form as Company
12 Exhibit 7?

13 A. Yes, it is.

14 Q. If I were to ask you the same questions that I asked you
15 with respect to Company Exhibit 7, would your responses with
16 respect to Company Exhibit 16 be the same?

17 A. Yes, they would.

18 I might point out that there is a blank at the bottom of
19 this form for a contact and the name and the phone number on the
20 two forms are different, but that's the only difference, on the
21 form at the very bottom. One is Rick Herman and one is Dick
22 Seybolt as a contact.

23 Q. And how is the contact person determined?

24 A. That would be determined by the person who had actually
25 done the visual inspection and would be available to answer any

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1 questions that the party receiving this information would have
2 on the request.

3 Q. And that process of identifying such an individual is done
4 by the company in the ordinary course?

5 A. Yes, it is.

6 (Pause.)

7 Q. Ms. Wagner, I'm giving you some other exhibits. If you
8 would place those in numerical order in the documents that you
9 have.

10 (Pause.)

11 Directing your attention to Company Exhibit No. 8, that
12 being correspondence from Richard E. Woods to Warner
13 Communications. Have you seen this document before?

14 A. Yes, I have.

15 Q. Where did you see it?

16 A. It was in the records of the joint use coordinator.

17 Q. Are those the same records that we discussed previously
18 with respect to Company Exhibit No. 3 and the first two pages of
19 that document?

20 A. Yes.

21 Q. Are you familiar with the correspondence referred to in
22 this document?

23 MR. DOWNEY: Objection, your Honor. Foundation. I
24 don't know if the familiarity with it is going to be based on
25 hearsay or based on personal knowledge. I think that should be

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1 established first.

2 THE EXAMINER: I'll sustain the objection.

3 BY MR. DUTTON:

4 Q. How are you familiar with this document?

5 A. It's a copy of a letter that was in the joint use
6 coordinator's files.

7 Q. Have you had conversations with the joint use coordinator
8 with respect to this letter?

9 A. No, I haven't.

10 Q. Okay. Was the letter as found in the joint use
11 coordinator's files maintained in the ordinary course -- are
12 those files maintained in the ordinary course of the company's
13 business?

14 A. Yes. This would be a file copy of a letter that was sent
15 out to Warner Communications.

16 MR. DOWNEY: Move to strike, your Honor. That's not
17 responsive to the question, her testimony with respect to
18 whether or not it was sent out, I think the question was just
19 maintained in the file that was kept in the ordinary course of
20 business.

21 THE EXAMINER: Could you read back the question and
22 the answer?

23 (Record read back as requested.)

24 THE EXAMINER: I'll let the answer stand. Go ahead.

25 MR. DUTTON: Your Honor, at this time I would move the

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1 admission of Company Exhibit No. 8.

2 BY MR. DUTTON:

3 Q. If I could direct your attention to Company Exhibit No. 9.

4 Actually, we can skip Company Exhibit No. 9. I believe

5 Mr. Cap- -- Mr. Capwell acknowledged receipt of that document.

6 If you would --

7 MR. DUTTON: And I would move, your Honor, on the
8 basis of Mr. Capwell's acknowledgement of the receipt of Company
9 Exhibit No. 9, that it be admitted into the record in this
10 proceeding at this time.

11 MR. DOWNEY: My response is the same, your Honor; with
12 respect to all of the exhibits, I'd like the opportunity to
13 cross-examine the witness before the Bench rules on the
14 admission.

15 THE EXAMINER: I don't believe he's cross-examining
16 this witness on Exhibit -- his Exhibit 9, he's just moving the
17 admission of it at this time.

18 MR. DOWNEY: I'd like the opportunity to examine the
19 witness with respect to Exhibit 9 if I so choose before the
20 Bench rules on its admission.

21 MR. DUTTON: But, your Honor, if I may, Mr. Capwell
22 acknowledged, as I'm sure the Bench recalls, the receipt of this
23 letter and the steps or nonsteps taken in response. That's
24 sufficient for foundation to establish the admission of the
25 document. It does not preclude counsel from asking questions

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1 about it any more than documents that have already been admitted
2 with respect to their testimony, that he can't bring that out,
3 and ask this witness questions about documents that have been
4 admitted.

5 THE EXAMINER: I'm not going to rule on the
6 admissibility of that particular piece of evidence at this time.
7 I'll note your statement as to that document, but....

8 BY MR. DUTTON:

9 Q. Ms. Wagner, do you have in front of you Company Exhibit
10 No. 10?

11 A. Yes, I do.

12 Q. Have you seen this document before?

13 A. Yes, I have.

14 Q. And where did you see it?

15 A. It was in my file.

16 Q. I'm sorry?

17 A. It was in my file.

18 Q. And which file is that?

19 A. You mean where was it located?

20 Q. Okay. Let's start there. Where was your file located?

21 A. In my office.

22 Q. And why did you have this document in your files?

23 A. It's a document that discusses -- It's actually several
24 documents that discuss brackets, and I have a file regarding
25 that in my office.

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1 Q. And when did you start your file with respect to brackets?

2 A. I really don't remember.

3 Q. Did you start a file -- your file with respect to brackets
4 since assuming your current position as joint use manager?

5 A. Yes -- Well, since I initially started in February of 1996
6 as supervisor of joint use.

7 Q. And in your position as supervisor of joint use, did you
8 undertake to collect documents with respect to brackets?

9 A. Yes.

10 Q. Why did you do that?

11 A. There was discussion about the use of brackets, and I
12 collected information that was available in the joint use
13 coordinator's file about those subjects that were then preceding
14 my position.

15 Q. And so in your -- your position as joint use manager you
16 established a file on brackets by obtaining documents from the
17 joint use coordinators?

18 A. That's right.

19 Q. And are those the joint use coordinators that you identify
20 in your testimony as being assigned to various regions of the
21 company?

22 A. Yes.

23 Q. And did you seek to obtain that information from those
24 joint -- from the files of the those joint use coordinators in
25 their respective regions?

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- 1 A. Yes.
- 2 Q. And how did you -- What process did you use to request that
3 information?
- 4 A. I asked them to provide documentation that they might have
5 in their files surrounding brackets.
- 6 Q. And why did you do that? Was it in preparation for this
7 proceeding?
- 8 A. No, it was not.
- 9 Q. Then why did you do it?
- 10 A. There was a lot of discussion surrounding the use of
11 brackets by a subsidiary of Ameritech, and I needed the
12 background understanding, so I got the documents to give myself
13 the background understanding.
- 14 Q. Now, to your knowledge -- Well, directing your attention to
15 the seventh page of that document. If I miscounted, it should
16 have American Electric Power letterhead to James M. Switzer
17 dated October 4th, 1996.
- 18 A. Okay.
- 19 Q. And from that cover page to the next three pages, do you
20 see that?
- 21 A. Yes.
- 22 Q. Are you the Branden J. Wagner -- Are you the same Branden
23 J. Wagner as signed this letter?
- 24 A. Yes, I am.
- 25 Q. Did you prepare this letter -- Was this letter prepared by

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1 you or under your direction?

2 A. Yes, it was.

3 Q. Was this correspondence prepared by you in the ordinary
4 course of your business?

5 A. Yes, it was.

6 Q. Did you send this letter?

7 A. Yes, I did.

8 Q. Going to the three pages after that, do you see there
9 attached an October 16th, 1996 letter to Branden J. -- Branden
10 Wagner?

11 A. Yes, I do.

12 Q. Are you that same Branden Wagner?

13 A. Yes, I am.

14 Q. Did you receive this letter?

15 A. Yes, I did.

16 Q. Did you read it?

17 A. Yes.

18 Q. Is this a letter that you received in the ordinary course
19 of your business?

20 A. Yes.

21 Q. Did you place this letter in this file on brackets that you
22 maintain in your office?

23 A. I believe I had it filed under a correspondence file. I
24 possibly had another copy filed in the bracket file. I do that
25 sometimes.

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1 MR. DUTTON: Your Honor, I would move the admission of
2 Company Exhibit No. 10.

3 MR. DOWNEY: Your Honor, we'd have no objection to the
4 admission of Exhibit 10.

5 THE EXAMINER: Okay. Then we'll admit Company
6 Exhibit 10.

7 - - -
8 Thereupon, Company Exhibit No. 10
9 was received into evidence.

10 - - -
11 MR. DUTTON: Your Honor, at this time the company
12 would move for the admission of Company Exhibit 11, the
13 foundation for which was laid by the witness for Warner Cable
14 Communications acknowledging the receipt of the letter.

15 MR. DOWNEY: We'd have no objection to Exhibit 11,
16 your Honor.

17 THE EXAMINER: Okay. Company Exhibit 11 will be
18 admitted.

19 - - -
20 Thereupon, Company Exhibit No. 11
21 was received into evidence.

22 - - -

23 BY MR. DUTTON:

24 Q. If you could turn your attention to Company Exhibit 12.
25 Can you identify that document?

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1 A. Yes. It's a permit for attachment to facilities in
2 Columbus.

3 Q. If I could direct your attention to Company Exhibit No. 2.
4 Do you have that?

5 A. Yes, I do.

6 Q. Is that the same type of document?

7 A. Yes, it is.

8 Q. If I were to ask you the questions with respect to Company
9 Exhibit No. 12 that I asked you with respect to Company Exhibit
10 No. 2, would your responses be the same?

11 A. Yes, they would.

12 MR. DUTTON: I would move the admission of Company
13 Exhibit No. 12, your Honor.

14 MR. DOWNEY: I would like the opportunity to
15 cross-examine with respect to Exhibit 12.

16 BY MR. DUTTON:

17 Q. Do you have in front of you Company Exhibit No. 13?

18 A. Yes, I do.

19 Q. Have you seen this document before?

20 A. Yes, I have.

21 Q. And where did you see it?

22 A. It was in the joint use coordinator's correspondence file.

23 Q. Is that the same joints use coordinator's correspondence
24 file that we've discussed previously with respect to these
25 documents?

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1 A. Yes, it is.

2 Q. Have you ever directed a response to a construction inquiry
3 by an attachee on a pole?

4 A. Yes, I have.

5 Q. Would your answers with respect to the joint use
6 coordinator's files being maintained in the ordinary course of
7 the company's business that I asked you previously with respect
8 to those files be the same?

9 A. Yes, it would.

10 MR. DOWNEY: Objection. Your Honor, it's unclear to
11 me what answers he's referring to, so I -- I don't know whether
12 to object or not. If he's asking whether or not this file
13 was --

14 THE EXAMINER: Only you know whether to object.

15 MR. DOWNEY: Well, I guess I do object because I don't
16 know what all is accomplished in the scope of the answers she's
17 adopting with respect to this exhibit.

18 THE EXAMINER: I think you have to be more clear. I
19 think with respect to some of the other exhibits, you've
20 referenced questions with respect to a specific exhibit, and I
21 think that's okay, but I think just the past question is kind of
22 broad.

23 MR. DUTTON: Okay.

24 BY MR. DUTTON:

25 Q. Mr. Wag- -- Ms. Wagner, if you would look at Company

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1 Exhibit No. 3.

2 A. Okay.

3 Q. Do you know Mr. Woods?

4 A. Yes, I do.

5 Q. Who is he?

6 A. He was the predecessor to the current joint use coordinator
7 for Columbus Southern Power.

8 Q. And what was Mr. Woods' responsibility in his position as
9 joint use negotiator?

10 A. The position would have been -- or, his responsibilities
11 under the joint use negotiator position would have been the same
12 as the joint use coordinator, except that they were limited to
13 Columbus Southern Power; and the responsibilities would include
14 the administration of contracts, working with the field to
15 resolve issues, providing indirect, direct guidance.

16 Q. Would it be -- Included within the scope of those
17 responsibilities of that position, would that include
18 communications, written and verbal, with pole attachees on
19 Columbus Southern Power plant?

20 A. Yes, and meetings, as well. When necessary, he would
21 attend meetings.

22 Q. Now, with respect to the activities of the joint use
23 negotiator, which position -- Is it now called the joint use
24 coordinator?

25 A. That's correct.

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1 Q. Okay. How does that -- the activities of that position
2 relate to your activities as the manager of joint use?

3 A. The joint use coordinator position reports directly to me.

4 MR. DOWNEY: I'm sorry, to you?

5 THE WITNESS: To me.

6 MR. DOWNEY: I'm sorry. I didn't hear the end of
7 that, your Honor.

8 BY MR. DUTTON:

9 Q. With respect to the questions I asked you regarding Company
10 Exhibit No. 3, would your answers be the same with respect to
11 Company Exhibit No. 13?

12 MR. DOWNEY: Object to the form, your Honor. I'm not
13 real clear on what answers she gave with respect to Exhibit 3,
14 whether it included some answer that she thought that this
15 letter had been sent or not sent, I don't know, but --

16 THE EXAMINER: I'll allow it.

17 THE WITNESS: Yes, it would.

18 MR. DUTTON: I would move for the admission of Company
19 Exhibit 13 consistent with the Bench's earlier ruling.

20 BY MR. DUTTON:

21 Q. Do you have in front of you Company Exhibit No. 14?

22 A. Yes, I do.

23 Q. And is that a letter from L. B. Olsen to Mr. Siemer?

24 A. Yes, it's a letter to Mr. Siemer from L. B. Olsen.

25 MR. DUTTON: Your Honor, at this time I would move for

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1 the admission of Company Exhibit No. 14.

2 MR. DOWNEY: The Complainants have no objection to
3 Company Exhibit 14.

4 THE EXAMINER: Okay. Then Company Exhibit 14 will be
5 admitted.

6

- - -

7 Thereupon, Company Exhibit No. 14
8 was received into evidence.

9

- - -

10 THE EXAMINER: Can we go off the record for a second?
11 (Discussion held off the record.)

12 THE EXAMINER: Let's go back on the record.
13 Thank you.

14 MR. DUTTON: Your Honor, in light of the discussion
15 off the record, the company would move at this time for the
16 admission of Company Exhibit No. 4.

17 MR. DOWNEY: Complainants have no objection to Company
18 Exhibit No. 4.

19 THE EXAMINER: Company Exhibit No. 4 will be admitted.

20

- - -

21 Thereupon, Company Exhibit No. 4
22 was received into evidence.

23

- - -

24 BY MR. DUTTON:

25 Q. Do you have in front of you Company Exhibit No. 15?

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1 A. Yes, I do.

2 Q. Was this document prepared in the same manner as Company
3 Exhibit No. 5?

4 MR. DOWNEY: Objection. Foundation, your Honor.

5 THE EXAMINER: Well, I'll sustain the objection.

6 BY MR. DUTTON:

7 Q. Ms. Wagner, would you look at Company Exhibit No. 5?

8 A. Yes.

9 Q. Is that the same -- Is that bill prepared by the company in
10 the same manner as Company Exhibit 15?

11 MR. DOWNEY: Same objection; foundation, your Honor.

12 MR. DUTTON: Your Honor, obviously, these are
13 identical documents. If there is a problem with the foundation
14 laid for the one, there'll be a problem, presumably, with the
15 foundation laid for 15. And I'm just trying to, as the Bench
16 has suggested, I would ask her the same questions with respect
17 to 5 that I asked on 15.

18 THE EXAMINER: Okay. And what is your response to
19 that?

20 MR. DOWNEY: It's a question of whether or not the
21 documents are pulled from a file versus whether she can testify
22 from personal knowledge as to how this particular document was
23 prepared.

24 If the questions that were asked about Exhibit 5 are
25 limited to whether she got this document from a file in the

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1 billing records, she can obviously answer that; but if it's a
2 question of how this document was prepared, I don't know that
3 she's got -- or, he has yet laid a foundation for her to provide
4 that testimony.

5 And, frankly, your Honor, I don't have the immediate
6 recollection of all the questions that were asked about No. 5 to
7 know whether that was included or not.

8 THE EXAMINER: Okay. I'll sustain the objection. I
9 would -- I think you need to, for each exhibit, ask whatever
10 questions you want to with respect to that exhibit, that way
11 we're clear as to what you're asking with respect to that
12 exhibit. So you can proceed.

13 BY MR. DUTTON:

14 Q. Ms. Wagner, are you familiar with the company process used
15 to bill pole attachments?

16 MR. DOWNEY: Objection to the foundation, your Honor.
17 I'd like to know if her familiarity with the process is from her
18 personal knowledge or based on hearsay.

19 THE EXAMINER: Okay. Sustained.

20 BY MR. DUTTON:

21 Q. Ms. Wagner, how are you familiar with the manner in which
22 the company bills pole attachments?

23 A. As part of my duties when I was employed by Ohio Power
24 Company as both a records supervisor and the information section
25 supervisor, I had employees that reported directly to me that

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1 prepared these documents, and on occasion prepared them myself.

2 Q. And are these -- In looking at Company Exhibit No. 15, is
3 that document prepared by the company in the ordinary course of
4 its business?

5 A. Yes, it is.

6 Q. Was it prepared based on standard procedures adopted by the
7 company?

8 A. Yes.

9 Q. Was it prepared in accordance with standard accounting
10 records of the company?

11 A. Yes.

12 Q. And is the document maintained by the company in accordance
13 with its normal records retention policy?

14 A. Yes.

15 Q. And where did you obtain Company Exhibit No. 15 from?

16 A. The joint use coordinator.

17 Q. And is it within the scope of the joint use coordinator's
18 responsibility to maintain records of billing?

19 A. He has a lot of records of billing; and the regions that
20 the bills reflect also have a file, so if it wasn't in his file,
21 it could have been in their file.

22 Q. And between the joint use coordinator or the regional
23 offices, they are instructed to maintain billing records of the
24 company?

25 A. Yes, they are.

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1 MR. DUTTON: I would move the admission of Company
2 Exhibit 15.
3 BY MR. DUTTON:
4 Q. Do you have in front of you Company Exhibit 17?
5 A. Yes.
6 Q. Where -- Where did you -- Have you seen this document
7 before?
8 A. Yes.
9 Q. And where did you see it?
10 A. It's from the file of the joint use coordinator.
11 Q. Is that the same files of the joint use coordinator we have
12 discussed previously?
13 A. Yes.
14 Q. Are those files of the joint use coordinator maintained by
15 the company in the ordinary correspondence of its business?
16 A. Yes.
17 Q. Is the file maintained in such a manner as to indicate
18 correspondence that has been sent?
19 A. Yes, it would be our copy of a letter that had been sent to
20 Coaxial.
21 Q. Is -- Are you familiar with the topic of this letter?
22 A. Yes, I am.
23 Q. And how are you familiar with that?
24 A. The letter deals with power supplies which are mounted by
25 CATV companies -- at one time had been mounted by CATV companies

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1 on our poles.

2 Q. Is the mounting of power supply -- Are policies with
3 respect to the mounting of power supplies on company poles
4 within the scope of your activities?

5 A. Yes.

6 Q. Do you have within your office a file on power supplies
7 such -- similar to what you had on brackets?

8 A. Yes, I do.

9 Q. And how did you create your file with respect to power
10 supplies?

11 MR. DOWNEY: Your Honor, can I object? I think
12 we've -- I'm not sure, but I think we may have gone beyond the
13 scope of authenticating the document unless one of the questions
14 is -- that follows is going to be "Is this a document that was
15 in that file". If it is, I apologize for interrupting. We've
16 clearly gone beyond authenticating this document.

17 THE EXAMINER: Can you read back the question again?
18 (Record read back as requested.)

19 THE EXAMINER: I'll sustain the objection.

20 BY MR. DUTTON:

21 Q. Ms. Wagner, is this file -- or, is this letter in your file
22 on power supplies?

23 A. I don't believe it is.

24 Q. Ms. Wagner, do you have any basis to believe that -- from
25 personal knowledge, that this letter would have been sent?

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1 A. Yes, this would be a file copy of a letter that was sent to
2 Coaxial Communications.

3 MR. DOWNEY: Your Honor, could I make an objection and
4 motion to strike? I think the question was "yes" or "no", does
5 she have a basis based on her knowledge. The answer to that
6 question should have been "yes" or "no". So I move to strike
7 everything after the word "yes" in her response.

8 THE EXAMINER: I'll grant the motion.

9 BY MR. DUTTON:

10 Q. Is your personal knowledge based on personally reviewing
11 the joint use negotiator's files and seeing the letter in there?

12

13 A. My personal knowledge is based on --

14 THE EXAMINER: You need to answer the question with a
15 "yes" or "no" and then he can follow it up.

16 THE WITNESS: Then say it again.

17 THE EXAMINER: Is your personal knowledge based on --

18 BY MR. DUTTON:

19 Q. Based on personally inspecting the files of the joint use
20 negotiator's correspondence or directing that -- the joint use
21 coordinator to search those files?

22 A. Yes.

23 Q. Okay. Did you direct the joint use coordinator to search
24 his files for communications on power supplies?

25 A. Yes.

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- 1 Q. And did he do that?
- 2 A. Yes.
- 3 Q. Did he provide that correspondence to you?
- 4 A. Yes.
- 5 Q. And why did you direct the joint use coordinator to search
- 6 his files for policies on power supplies? Was it for
- 7 preparation of this proceeding?
- 8 A. For purposes of this letter, yes.
- 9 Q. If I could refer you to Company Exhibit No. 18.
- 10 And -- Let me back up to Company Exhibit 17.
- 11 Do you direct -- You indicated the joint use coordinators
- 12 report to you; is that correct?
- 13 A. Yes.
- 14 Q. Do you, from time to time, direct them to search their
- 15 files for various information?
- 16 A. Yes, I do.
- 17 Q. And why do you do that?
- 18 A. Because I don't have the file -- I don't have all the files
- 19 that they do. They have the files for their specific regions
- 20 and I don't have duplicates of those files. If there's
- 21 something that I need information on a particular subject and I
- 22 know that their file is much more comprehensive than mine, I
- 23 will ask all or some of them to provide me with information
- 24 regarding a specific subject.
- 25 Q. Okay. And you will then direct them to search their files

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1 for that subject, right?

2 A. Yes.

3 Q. And they then provide to you a copy from their file -- from
4 that file to you, correct?

5 A. Yes, they do.

6 Q. And those -- the files that they're searching are files
7 that are maintained by the company in the ordinary course of
8 their business, correct?

9 A. Yes.

10 Q. That file that they searched, was it maintained in
11 preparation for this proceeding?

12 A. No.

13 Q. Was it maintained in preparation for any litigation?

14 A. No.

15 Q. Why is that file maintained of the joint use coordinator?

16 A. It's maintained to document correspondence, meetings,
17 bills, a variety of issues that come up regarding pole
18 attachments and joint use, and it's very -- it's used to -- for
19 various things to -- not just for litigation.

20 Q. Company Exhibit No. 18.

21 THE EXAMINER: May I ask you a question?

22 MR. DUTTON: I'm sorry.

23 THE EXAMINER: With respect to the joint use
24 coordinator's file that these exhibits have come from, who has
25 control over that file? Is that something you have control

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1 over?

2 THE WITNESS: What do you mean by "control"?

3 THE EXAMINER: Is it your file?

4 THE WITNESS: No, it's not my file.

5 THE EXAMINER: It's a file of somebody under your
6 direction?

7 THE WITNESS: Yes.

8 THE EXAMINER: Okay. But it's not your file?

9 THE WITNESS: It's not my file.

10 THE EXAMINER: Okay.

11 THE WITNESS: I may very well have the same file, but
12 I couldn't say that I have all of the files that the joint use
13 coordinators have.

14 THE EXAMINER: Okay.

15 BY MR. DUTTON:

16 Q. Is the joint use coordinator's file the official record of
17 the company with respect to joint use matters?

18 A. Their files contain a lot of what would be the originals of
19 documents that they have sent, or agreements. As far as the
20 official record, my file would contain records of documents that
21 I had directly sent.

22 Q. Company Exhibit No. 18.

23 MR. DUTTON: Again, your Honor, just a procedural
24 matter, the company would move for the admission of Company
25 Exhibit No. 17.

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1 THE EXAMINER: Okay.
2 BY MR. DUTTON:
3 Q. Do you have in front of you Company Exhibit No. 18?
4 A. Yes, I do.
5 Q. Where did you obtain -- Have you seen this document before?
6
7 A. Yes, I have.
8 Q. Where did you see it?
9 A. In the joint use coordinator's file.
10 Q. How did you obtain a copy of this document?
11 A. There were discussions pertaining to subjects discussed in
12 this document that caused me to request information from the
13 files of all of the joint use coordinators regarding that
14 subject.
15 Q. And in response to your -- These are the joint use
16 coordinators that report to you; is that correct?
17 A. Yes.
18 Q. The process you used, you instructed them to search the
19 records of the joint use coordinator --
20 A. Yes.
21 Q. -- for that kind of information?
22 A. Yes.
23 Q. And they did so?
24 A. Yes.
25 Q. Under your direction?

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- 1 A. That's correct.
- 2 Q. And they provided you the information that was responsive
3 to your request?
- 4 A. Yes.
- 5 Q. And this Company Exhibit No. 18 was one such document?
- 6 A. Yes, it was.
- 7 Q. And with respect to the files of the joint use coordinator,
8 are those files maintained by you or by someone under your
9 direction?
- 10 A. Yes, they are.
- 11 Q. Are those documents within the joint use coordinator's file
12 maintained in the ordinary course of the company's business?
- 13 A. Yes, they are.
- 14 MR. DUTTON: I would move at this time for the
15 admission of Company Exhibit No. 18.
- 16 BY MR. DUTTON:
- 17 Q. Do you have in front of you Company Exhibit 19?
- 18 A. Yes.
- 19 Q. Ms. Wagner, who prepared Company Exhibit No. 19?
- 20 A. An employee of the Columbus region.
- 21 Q. And who specifically?
- 22 A. Glenn Howard.
- 23 Q. Does Mr. Howard report directly or indirectly to you?
- 24 A. Indirectly.
- 25 Q. Did he prepare these drawings at your direction?

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1 A. Yes.

2 Q. How was the drawing prepared?

3 MR. DOWNEY: Objection. Foundation.

4 THE EXAMINER: I'll sustain it.

5 BY MR. DUTTON:

6 Q. Did you direct Mr. Howard in the manner -- Well, let's back
7 up.

8 Who is Mr. Howard?

9 A. An employee in the Columbus Region Engineering Information
10 Section.

11 Q. What is his title; if you know?

12 A. I believe it's senior engineering technician or engineering
13 technician senior.

14 Q. Is it Mr. -- Is it within the scope of Mr. Howard's
15 responsibilities to prepare drawings?

16 A. Yes, it is.

17 Q. Does he, in the ordinary course of his business, prepare
18 drawings such as shown here on Company Exhibit No. 19?

19 A. Yes, he does.

20 Q. Did you direct Mr. Howard to prepare -- Did you direct
21 Mr. Howard in the manner in which you wanted Company Exhibit
22 No. 19 prepared?

23 A. Yes, I asked him to go to the field and --

24 THE EXAMINER: That's it. That's okay.

25 THE WITNESS: Yes.

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1 THE EXAMINER: He can follow up with that.
2 BY MR. DUTTON:
3 Q. What were your instructions to Mr. Howard?
4 A. I asked him to go to the field and review the locations
5 that I gave him.
6 Q. And once he reviewed the field locations, what did you
7 instruct him to do?
8 A. I asked him to report what he found in the field back to
9 me.
10 Q. Have you had occasions to direct Mr. Howard to go into the
11 field and report back to you the conditions that he finds?
12 A. Yes, I have.
13 Q. Does he -- Have you directed him in times past to report
14 back to you in a manner similar to that shown in Company Exhibit
15 No. 19?
16 A. Yes, I have.
17 Q. And why have you directed Mr. Howard in these other times
18 to prepare a document such as Company Exhibit No. 19?
19 A. A drawing like this is easier for discussion purposes,
20 sometimes, than a photograph.
21 Q. And is it within Mr. Howard's responsibilities and training
22 to -- First of all, is Mr. Howard an engineer?
23 A. I don't know that he has a four-year degree. I believe
24 it's a two-year degree for that job title, but I'm not certain
25 of that.

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1 Q. Does he have the training of other -- similar to other
2 Columbus Southern Power employees who prepare drawings for the
3 company?

4 A. Yes, he does.

5 MR. DOWNEY: Objection. Foundation.

6 THE EXAMINER: I'll let it stand.

7 BY MR. DUTTON:

8 Q. Is it within the scope of his responsibilities to prepare
9 field drawings when directed to do so?

10 A. Yes, it is.

11 Q. Did you direct him with respect to Company Exhibit No. 19
12 to prepare this drawing in anticipation of this litigation?

13 A. Yes, I did.

14 Q. Did you instruct Mr. Howard to take measurements that are
15 reflected on this document?

16 A. Yes.

17 Q. Do you know the manner in which he took those measurements?

18 MR. DOWNEY: Objection. Foundation.

19 MR. DUTTON: I'll try again, your Honor.

20 THE EXAMINER: Okay.

21 BY MR. DUTTON:

22 Q. Did you instruct Mr. Howard in the manner in how to take
23 the measurements in this particular instance or in general?

24 A. In general.

25 Q. And what is that manner in which Mr. Howard takes

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1 measurements out in the field?

2 MR. DOWNEY: Objection. Foundation.

3 THE EXAMINER: I'll sustain it.

4 BY MR. DUTTON:

5 Q. Are you familiar with the manner in which Mr. Howard takes
6 measurements in the field?

7 A. Yes, I am.

8 Q. And taking -- is taking measurements by Mr. Howard within
9 the ordinary scope of his activities?

10 A. Yes, it is.

11 Q. And how does he do that?

12 MR. DOWNEY: Objection. Foundation. We haven't
13 established how it is she's familiar with how Mr. Howard takes
14 these measurements in the field, whether it's based on her
15 personal knowledge or based on hearsay.

16 THE EXAMINER: Sustained.

17 BY MR. DUTTON:

18 Q. How are you aware of the manner in which Mr. Howard takes
19 field measurements when preparing a field drawing?

20 A. I have been out in the field when those types of
21 measurements were taken.

22 Q. Now, were you out in the field with Mr. Howard? Have you
23 been out in the field with Mr. Howard?

24 A. Yes, I have.

25 Q. Out in the field with him at times at which he's taking

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1 field measurements?

2 A. Yes.

3 Q. Just so the record is clear, were you out in the field on
4 the occasion when Mr. Howard took these particular field
5 measurements?

6 A. No, I was not.

7 Q. Okay. Did you direct Mr. Howard to prepare the drawing in
8 the ordinary manner in which he has prepared drawings for you?

9 A. Yes.

10 Q. If I could direct your attention to Company Exhibit No. 20.

11 A. I don't think I have a 20.

12 Q. Here, let me show you.

13 MR. DUTTON: If I might -- Well, as a preliminary
14 matter, your Honor, I would move the admission of Company
15 Exhibit No. 19, and, your Honor, this, unfortunately, is one of
16 the exhibits I don't have an extra copy of.

17 THE EXAMINER: You can borrow mine.

18 MR. DUTTON: Thank you, your Honor.

19 BY MR. DUTTON:

20 Q. Do you have in front of you Company Exhibit No. 20?

21 A. Yes.

22 Q. On the first page?

23 A. Yes.

24 Q. Who prepared this document?

25 A. Glenn Howard.

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1 THE EXAMINER: Let's go off the record for a second.

2 (Discussion held off the record.)

3 THE EXAMINER: Let's go back on the record.

4 BY MR. DUTTON:

5 Q. Do you have in front of you the first page of Document 21,
6 and 26, as well?

7 A. I have 26. I don't have 21.

8 MR. DUTTON: If I might impose upon the Examiner.

9 Thank you, your Honor.

10 THE WITNESS: Okay.

11 BY MR. DUTTON:

12 Q. Were all those drawings prepared by Mr. Howard?

13 A. Yes, they were.

14 Q. If I were to ask you all the questions I asked you with
15 respect to Company Exhibit No. 19 with respect to the manner in
16 which those documents were prepared, would your answers be the
17 same with respect to Company Exhibits 20, 21 and 26?

18 A. Yes.

19 Q. With respect to the second page under Company Exhibits --
20 or, the attachments following the first page of Company Exhibits
21 20, 21 and 26, where is that information derived from?

22 A. This information is printed out of the Columbus Southern
23 Power mainframe pole records.

24 Q. Are those pole records maintained by you or by someone
25 directly or indirectly supervised by you?

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1 A. Yes, they are.

2 Q. Are the pole records maintained by the company in the
3 ordinary course of the company's business?

4 A. Yes.

5 Q. Why does the company maintain pole records?

6 A. The pole records are used for a variety of reasons. This
7 particular page is -- is indicative of the owner of the pole --

8 THE EXAMINER: Let me interrupt you.

9 Which particular page are you referring to?

10 THE WITNESS: I'm sorry.

11 THE EXAMINER: That's okay.

12 THE WITNESS: The pages that are titled "In-service
13 Pole Data" --

14 THE EXAMINER: Thank you.

15 THE WITNESS: -- at the top. It also shows
16 information about the pole, the year the pole out in the
17 field -- the year of the pole out in the field, that type of
18 information.

19 BY MR. DUTTON:

20 Q. How is the year of the pole out in the field shown?

21 A. In the fourth line down past where it gives the plant
22 accounting information, it says "VN", which would be vintage,
23 and "YR", year, 56 on the one that I'm looking at, which is
24 attached to Company Exhibit No. 20.

25 Q. It's the first page of the -- or, the second page of that

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- 1 document?
- 2 A. Yes, it is.
- 3 Q. What is the grid number?
- 4 A. The grid number of this particular document, the X
- 5 coordinate is 1896970 and the Y coordinate is 711663.
- 6 Q. And why does the -- How is the grid number used by the
- 7 company?
- 8 A. Columbus Southern Power uses the X/Y coordinate grid to
- 9 locate its facilities on its mapping system.
- 10 Q. Moving over where it says Pole Number, what is that?
- 11 A. There -- Prior to converting to the X/Y coordinate system,
- 12 Columbus Southern Power had a pole numbering system similar to
- 13 some of the other operating companies. This is a
- 14 cross-reference to the old pole number.
- 15 Q. Does this record reflect pole ownership?
- 16 A. Yes, it does.
- 17 Q. Does the company maintain in it -- within its records
- 18 ownership data of poles that they do not own?
- 19 A. Yes, we do.
- 20 Q. And why do we do that?
- 21 A. If -- If the pole is not owned by us but contacted by us,
- 22 we still show it on our maps. And, in some cases, if it's a
- 23 billing arrangement, it would be used to prepare billing
- 24 invoices.
- 25 Q. Is the pole record maintained by the company in the

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1 ordinary course of its business?

2 A. Yes, it is.

3 Q. Is it maintained -- Strike that.

4 Are there procedures in place to verify the accuracy of the
5 information contained within the pole data system?

6 A. Yes, there are.

7 Q. Do you know, are audits conducted from time to time of the
8 company's pole data records?

9 A. Yes, they are.

10 Q. With respect to Company Exhibit No. 20, if you would turn
11 to the next page, you see it, it's headed "Joint Pole Use Data"?

12 A. Yes.

13 Q. Where is this record obtained from?

14 A. This is a -- This is also a printout from the mainframe
15 pole record program; it's just a different screen or further
16 information, if you will.

17 Q. Now, with respect to questions that I'm going to ask you
18 about this page, would your -- would you keep in mind or have in
19 front of you the third page of Company Exhibit No. 21 and
20 Company Exhibit No. 26?

21 A. Okay.

22 Q. Now, with respect to the information shown on this pole
23 joint use data and the maintenance of that information, is it
24 maintained in the same manner as the information shown on the
25 in-service pole data?

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1 A. Yes, it is.

2 Q. Is it maintained by individuals who either directly or
3 indirectly report to you?

4 A. Yes, it is.

5 Q. Is it maintained in the ordinary course of the company's
6 business?

7 A. Yes.

8 Q. And what type of information is shown on the pole joint use
9 data page?

10 A. This page would show billing -- joint use billing indicated
11 by, on the records that I'm looking at, on the first line where
12 it says "Pole Rental Joint Use By CS- -- C&SOE", that's the old
13 abbreviation for Columbus Southern.

14 Q. Do you remember what that used to stand for? Do you know
15 whether it was Columbus & Southern Ohio Electric Company?

16 A. That sounds right.

17 Q. What other information is shown on the pole joint use data?

18 A. It would show if there had been additional height required
19 by one of the parties to a joint use contract.

20 Q. How would that be shown?

21 A. On the second line it says "REQ", which would stand for
22 required extra height, and then "05" on all of these is five
23 foot additional height. And the next indication where it says
24 "Class" would, again, be a requirement with respect to the class
25 of a pole. None of the ones I'm looking at has anything there.

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1 There would also be foreign pole number information if it
2 was available kept in this record. And the proposal numbers
3 that are associated with the requests or anything that's been
4 processed with respect to this pole are referenced under --
5 where it says, the third line down, "Proposals", and then it's
6 got -- All of these that I'm looking at have proposals that
7 begin with the letter C and are followed by a series of numbers.
8 Q. What -- If you wanted to determine -- Well, first of all,
9 in each of these instances of Company Exhibit Nos. 20, 21 and
10 26, based on your review of the company's in-service pole data
11 information, who owns those poles?
12 A. The ownership is indicated as Ohio Bell Telephone, but it
13 would be Ameritech; it's the same.
14 Q. And is there a -- is there a means to determine when that
15 ownership was established from these records, or a -- a means by
16 which the ownership -- the latest date at which the ownership
17 could have changed on these poles?
18 A. The proposals, proposal numbers that are referenced in each
19 of these, the first letter being C, tells me that it was a
20 proposal by Columbus Southern Power; and the next two numbers,
21 several of these are 66, there's a 54 and a 69, would
22 indicate -- would indicate the year that the proposal was
23 prepared. So I would know that there had not been a change
24 since those years depending on which one we were looking at.
25 Q. And by looking at the latest two-digit indication of the



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1 A. Last Friday.

2 Q. And why were they printed out?

3 A. They were printed out as a result of this inspection of
4 these facilities.

5 It may not have been Friday, I take that back. They were
6 printed out after these drawings were made.

7 THE EXAMINER: How do you know that these particular
8 printouts were printed out?

9 THE WITNESS: I asked them to be printed out.

10 THE EXAMINER: Okay.

11 BY MR. DUTTON:

12 Q. And, Ms. Wagner, just so we go through the process, you
13 were provided a list of grid numbers, either from the testimony
14 of Complainants' witnesses or in prior correspondence from
15 Complainants, as to locations in which they thought there were
16 violations; is that correct?

17 A. Yes.

18 Q. And you directed, in responding to that information,
19 Mr. Howard to go out and do a field inspection; is that correct?

20 A. Yes.

21 Q. And you directed him to prepare a drawing of what he saw in
22 the field; is that correct?

23 A. Yes.

24 Q. And you directed him to obtain copies of the company's pole
25 records with respect to those poles that were identified by the

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1 Complainants, either in their testimony or through prior
2 correspondence; is that correct?

3 A. Yes.

4 Q. And you examined that information in determining the pole
5 ownership, for one thing; is that correct?

6 A. Yes.

7 Q. And you examined that information in determining whether it
8 was a joint use pole; is that correct?

9 A. Yes.

10 Q. And with respect to the information that you reviewed and
11 that process that we have just described, would you use that
12 same process when investigating any situation of an alleged
13 safety violation on a pole?

14 A. If I'm personally involved, yes.

15 Q. And, to your knowledge, does the company, in its routine
16 practice, when a safety issue comes to its attention on a pole,
17 undertake a similar process to that?

18 A. Yes.

19 Q. They go out and they inspect in the field the -- based on
20 the location that they're provided, the pole; is that right?

21 A. Yes.

22 Q. They take measurements?

23 A. Yes.

24 Q. They review the pole data information to determine whether
25 they own the pole?

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1 A. Yes.

2 Q. And if they find from their measurements and the ownership
3 of the pole that some corrective action needs to be done, what
4 do they do?

5 A. They would notify the parties that needed to take the
6 action.

7 Q. And would that notification take the form of, for example,
8 Company Exhibit 6?

9 A. Yes.

10 Q. And would that notice of violations perhaps take the form
11 of Company Exhibit No. 7?

12 A. Yes.

13 Q. And could that notice of violation -- or, of a concern take
14 the form of Company Exhibit 12?

15 A. Yes.

16 MR. DUTTON: And again, your Honor --

17 BY MR. DUTTON:

18 Q. Well, could the form of the notice take -- be as
19 established in -- or, shown in Company Exhibit No. 14?

20 A. Yes.

21 Q. So the company notifies attachees on its poles of pole
22 violations in the ordinary course of its business, does it not?

23 A. Yes, it does.

24 Q. And it has in place policies and procedures in order to
25 undertake that activity, does it not?

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1 A. Yes.

2 Q. And it follows those policies and procedures, to the best
3 of your knowledge, information and belief, do they not?

4 A. Yes, they do.

5 Q. And those policies and procedures are in place to ensure
6 the accuracy of the information that's conveyed, are they not?

7 A. Yes.

8 MR. DUTTON: Your Honor, at this time the company
9 would move -- have previously -- for the admission of Company
10 Exhibits 20, 21 and 26.

11 BY MR. DUTTON:

12 Q. Do you have in front of you Company Exhibit Nos. 22, 23, 24
13 and 25?

14 A. Yes, I do.

15 Q. Who took those photographs?

16 A. I did.

17 Q. When did you take the photographs, approximately?

18 A. Is today Wednesday?

19 Q. Yes, today is Wednesday.

20 A. Last Wednesday.

21 Q. Are these photos a fair and accurate representation of what
22 you saw in the field?

23 A. Yes, they are.

24 MR. DUTTON: Your Honor, at this time I would move the
25 admission of Company Exhibits 22 through 25.

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1 THE EXAMINER: Is there any objection to the
2 admission?

3 MR. DOWNEY: No, your Honor.

4 THE EXAMINER: Then Company Exhibits 22, 23, 24 and 25
5 will be admitted.

6

7 Thereupon, Company Exhibit Nos. 22, 23,
8 24 and 25 were received into evidence.

9

10 MR. DOWNEY: Although I would make a request for a
11 copy of 25.

12 MR. DUTTON: I'm sorry. Let me do that right now.

13 THE EXAMINER: Okay.

14 BY MR. DUTTON:

15 Q. Do you have in front of you Company Exhibit No. 27?

16 A. Yes.

17 Q. With respect to the first four pages of that document -- Do
18 you have that?

19 A. Yes.

20 Q. Where did you obtain this document?

21 A. From the Columbus Region Information Section files.

22 Q. On this copy of the document you see where it's -- where
23 there's a handwritten notation of "cc:"?

24 A. Yes.

25 Q. And then there's a number of names, right?

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- 1 A. Yes.
- 2 Q. By whom are the people that are cc'd on this employed?
- 3 A. Al Shaffer is employed by Ohio Power Company. Bob Ivinskas
- 4 is employed by Columbus Southern Power. Greg Earl is employed
- 5 by Columbus Southern Power. And Tim Cole, I believe, is
- 6 employed by AEP Service Company.
- 7 Q. And do you know who made this notation?
- 8 A. No, I don't.
- 9 Q. Did the company receive this correspondence?
- 10 A. Yes.
- 11 Q. And how do you know that?
- 12 A. Because there is a date stamp by the General Office
- 13 Right-of-Way Department on the upper right-hand side of the
- 14 document.
- 15 Q. And is this -- Can you identify for me again the files from
- 16 which this was obtained?
- 17 A. From the Columbus Region Information Section.
- 18 Q. Are those files maintained by you or by someone reporting
- 19 directly or indirectly to you?
- 20 A. Yes.
- 21 Q. Are those files maintained by the company in the ordinary
- 22 course of its business?
- 23 A. Yes.
- 24 Q. How did you -- Had you seen this letter previously?
- 25 A. Yes, I had.



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1 of it from January 12th to Mr. Wilson.

2 Q. Is -- Was that record obtained from files maintained by the
3 company?

4 A. Yes.

5 Q. Was it maintained -- Were those files maintained by you or
6 individuals that report directly or indirectly to you?

7 A. Yes.

8 Q. Were they maintained in the ordinary course of the
9 company's --

10 A. Yes.

11 Q. -- records keeping?

12 Do you know whether -- Was this document produced in
13 request -- in response to your request for correspondence to
14 governmental agencies?

15 A. Yes.

16 Q. And were you -- were you personally involved in the process
17 in which this letter was generated? I think -- You weren't
18 personally involved, were you?

19 A. Not in the generation of this letter.

20 Q. Okay. Were you involved in meetings within the company in
21 which this letter was discussed?

22 A. Yes, I was.

23 Q. What was the nature of those meetings?

24 MR. DOWNEY: Objection. I think it's hearsay, your
25 Honor, if she's going to be discussing the specifics of what was

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1 said. If she's just going to be describing what the subject
2 matter was, I have no objection to that.

3 BY MR. DUTTON:

4 Q. Were you involved in meetings in which the subject matter
5 of this letter was discussed?

6 A. Yes.

7 Q. Was this particular letter the subject of the discussion?

8 A. It was part of the discussion, yes.

9 Q. And what was the nature of that discussion?

10 MR. DOWNEY: Objection, your Honor. That would be
11 hearsay. If he's asking the witness to describe what other
12 people said during the course of this meeting, that's hearsay.

13 THE EXAMINER: I'll sustain the objection.

14 BY MR. DUTTON:

15 Q. Were you involved in discussions about this letter?

16 A. Yes.

17 Q. And what observations did you make with respect to this
18 letter?

19 A. I had discussions about the road clearances, and this
20 letter discusses road clearances, and it was part of my
21 discussion in the meeting.

22 Q. With respect to correspondence, Miss Wagner, does the
23 company have a standard procedure in which correspondence is
24 mailed from the company?

25 A. Yes, it does.

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1 Q. And what is that process?

2 A. There is an internal group that mails documents out on a
3 daily basis.

4 Q. Do they collect letters to be mailed out?

5 A. Yes. They collect letters from different departments at
6 various intervals, depending on the department.

7 Q. And do they process, in the ordinary course of their
8 business, the stamping of that -- those document -- those
9 letters?

10 A. Yes.

11 Q. And do they weigh the letters to ensure that there is
12 proper postage?

13 A. Yes.

14 Q. And do they then just deposit the correspondence with the
15 Post Office?

16 A. Yes.

17 Q. And is that done in the ordinary course of the company's
18 business, to mail out letters?

19 A. Yes.

20 Q. And does the company then file copies of the correspondence
21 that it mails out with respect to the distribution engineering
22 department?

23 A. Yes.

24 MR. DUTTON: Your Honor, I would move for the
25 admission of Company Exhibit No. 27.

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1 If I might have just a moment.

2 THE EXAMINER: Okay.

3 MR. DUTTON: Could we go off the record for just a
4 moment?

5 THE EXAMINER: Go off the record.

6 (Discussion held off the record.)

7 THE EXAMINER: Let's go back on the record.

8 MR. DUTTON: Your Honor, at this time the company
9 would move for the admission of Company Exhibits 1 through 27 to
10 the extent not already admitted into the record, subject to the
11 Bench's earlier ruling; and Ms. Wagner is available for
12 cross-examination.

13 THE EXAMINER: Thank you. Why don't we take a recess
14 at this point -- or, let's go off the record for a second.

15 (Discussion held off the record.)

16 THE EXAMINER: Let's go back on the record.

17 Do you have a preliminary matter?

18 MR. DOWNEY: Yes, your Honor, specifically with
19 respect to the company's Exhibits 19, 20, 21 and 26.

20 THE EXAMINER: Okay.

21 MR. DOWNEY: These are drawings of the Columbus region
22 engineering, some of them are attached to them some computer
23 printouts from what I think Ms. Wagner described as the old
24 record database. These, by the addresses on them, and by the
25 letters in the lower right-hand corner of the documents, they

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1 appear to correspond to photographs that were included with the
2 direct testimony submitted on behalf of the Complainants.

3 I would like to make a request that, to the extent
4 there are such engineering drawings with respect to the other
5 photographs in addition to those that are included here, and to
6 the extent there are computer printouts of the in-service pole
7 data and pole joint use data for the other photographs and the
8 poles that are depicted in the other photographs included within
9 the Complainants' testimony, I would request that Respondents
10 produce those documents for the review of the Complainants.

11 MR. DUTTON: The company objects.

12 THE EXAMINER: Okay. And the nature of your
13 objection?

14 MR. DUTTON: Well, your Honor, first of all,
15 apparently pending in front of this Bench is whether these
16 documents are going to be admitted.

17 Furthermore, we have been through extensive discovery.
18 Clearly, if Complainants wanted to establish the ownership of
19 the poles of the pictures in which they submitted, they could
20 have done so at any time prior to the submission of this -- or,
21 Commission -- initiation of this proceeding. I shouldn't have
22 to make their case.

23 THE EXAMINER: Okay. Well, I'll consider your request
24 and make a ruling at another time.

25 Why don't we take a recess until -- Let's go off the

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1 record.

2 (Discussion held off the record.)

3 (Luncheon recess taken.)

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P R O C E E D I N G S

- - -

Wednesday, May 14, 1997

Afternoon Session

- - -

THE EXAMINER: Let's go back on the record.

You can proceed with your cross-examination.

MR. DOWNEY: Yes, your Honor.

Before I do that, I have asked Mr. Howard to copy a document which I would like to have made part of the record when he returns.

THE EXAMINER: Okay. Do you want to wait until he --

MR. DOWNEY: If you wouldn't mind.

THE EXAMINER: Okay. Let's go back off the record.

(Discussion held off the record.)

- - -

Thereupon, Complainants' Exhibit A was marked for purposes of identification.

- - -

THE EXAMINER: Let's go back on the record.

You can proceed with your cross-examination.

MR. DOWNEY: Thank you, your Honor.

Before we do that, I'd like, if I might, your Honor, to have marked and made part of the record, not for purposes of admission, but just to be made part of the record in connection

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1 with the request I made this morning for certain documents, the
2 document that I would like to have marked, which I have marked
3 as Complainants' Exhibit A, is a request -- a discovery request
4 which includes interrogatories and requests for documents which
5 I had served upon counsel for AEP on March the 12th, 1997.

6 Again, I don't offer this for admission, just to have
7 it made part of the record in this proceeding.

8 MR. DUTTON: Your Honor, I am, frankly, a little bit
9 confused. I'm not familiar with a process that says let's have
10 discovery requests marked as an exhibit with no intention to
11 place it into the record for purposes that certainly no one can
12 ascertain.

13 And the only concern I have is that the company's
14 responses to the discovery response may be relevant to the
15 purpose for which this is being marked. But, obviously, with
16 him not moving the admission of the document, I'm not sure what
17 its stand- -- its standing is in this proceeding.

18 THE EXAMINER: What's your purpose in asking that they
19 be made part of the record but not admitted into the record?

20 MR. DOWNEY: I intended by that, your Honor, to have
21 it made part of the record in the proceeding, not unlike the
22 complaint and the answer and the motions that have been filed in
23 the case.

24 I understand under the rules, as in the rules that
25 apply in court proceedings, discovery requests and responses are

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1 not filed with the public record.

2 This morning I made a request for some documents from
3 AEP and AEP has objected to those requests. I made -- I request
4 that this be made part of the record solely for purposes of my
5 further argument on that issue either in this proceeding, or
6 further before the Commission in application for rehearing, or
7 if there's any appeal from this proceeding in the event that the
8 documents that I have requested are not produced by AEP pursuant
9 to a ruling from the Bench.

10 And the reason I want this specific document put in
11 the record is to show that I did serve a request for documents
12 upon AEP. I believe that the documents that I have requested
13 this morning would be responsive to these requests, and that's
14 why I'd like the record to reflect that I made those requests
15 and this Exhibit A is that request -- or, includes that request.

16 THE EXAMINER: All right. Well, I will give you a
17 ruling on that at a later date.

18 MR. DOWNEY: Thank you, your Honor.

19 If it's not inappropriate for me to ask, your Honor,
20 would you plan to rule on the issue of the production of the
21 documents that I requested earlier before the completion of my
22 cross-examination of Ms. Wagner?

23 THE EXAMINER: Yes, I will do that.

24 MR. DOWNEY: Thank you, your Honor.

25 May I proceed, your Honor?

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1 THE EXAMINER: Yes.

2

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3

CROSS-EXAMINATION

4 BY MR. DOWNEY:

5 Q. Good afternoon, Miss Wagner.

6 A. Good afternoon.

7 Q. We've met previously. My name is Phil Downey. I represent
8 the Complainants in this proceeding.

9 I will be asking some questions during the course of this
10 examination. If at any time you do not understand my question,
11 or if you didn't hear the question, or if there's some other
12 reason why you would like me to repeat or rephrase the question,
13 would you please indicate that to me?

14 A. Yes.

15 Q. During the examination by your counsel this morning you
16 described your involvement in a process of gathering documents
17 to be produced in response to a document request from the
18 Complainants. Do you recall that?

19 A. Yes.

20 Q. With the exception of your lawyers that are the lawyers for
21 the company, who else was involved in that document gathering
22 and production other than yourself?

23 A. The joint use coordinator, the information section
24 supervisor for the Columbus region, the Columbus region
25 engineering manager, and the senior engineering technician in

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1 the information section.

2 Q. And did the involvement of those other people generally
3 involve your request to them to give you documents and then they
4 forwarded those documents to you?

5 A. Yes.

6 Q. Some of the documents referred to a gentleman by the name
7 of Al Shaffer. What is Mr. Shaffer's position?

8 A. Al Shaffer is the joint use coordinator who handles the
9 Ohio companies.

10 Q. And Mr. Shaffer reports to you?

11 A. Yes, he does.

12 Q. You described, during examination by counsel for AEP,
13 internal procedures that relate to the filing of correspondence.
14 Do you recall that?

15 A. Yes.

16 Q. Do those procedures also relate to the filing of internal
17 memoranda that are exchanged within the company?

18 A. Yes.

19 Q. Those are filed and maintained in the regular course of the
20 company's business?

21 A. That's correct.

22 Q. And you are the person at AEP who is responsible for pole
23 attachments and for joint use; is that true?

24 A. Yes.

25 Q. And when I use the term "AEP", I will include in that both

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1 Columbus Southern Power and Ohio Power. Will you understand
2 that I'm using the term "AEP" to include both of those
3 companies?

4 A. As well as the other five?

5 Q. I would be limiting it to just those two.

6 A. If you use "AEP", I would prefer that you mean in context
7 to include all of the operating companies.

8 Q. Okay. I will refer to Columbus Southern Power and Ohio
9 Power.

10 You're familiar with those two companies?

11 A. Yes.

12 Q. And do your responsibilities for pole attachment and joint
13 use include both of those companies?

14 A. Yes, they do.

15 Q. What company is it that determines Columbus Southern
16 Power's pole attachment policies and practices?

17 A. Columbus Southern Power's practices and procedures would be
18 part of the AEP organization.

19 Q. Would that also be true for Ohio Power?

20 A. Yes.

21 Q. Does Ameritech, the phone company, determine any of AEP's
22 pole attachment policies and practices?

23 A. No, they don't.

24 Q. Who determines the standards for pole attachments that
25 apply on Columbus Southern Power and Ohio Power poles?

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1 A. Personnel in the AEP organization, as well as personnel in
2 Ohio Power and Columbus Southern Power.

3 Q. Does AEP believe that it has any obligation to ensure that
4 the cables of attaching parties that are attached to AEP's poles
5 are placed in compliance with the National Electrical Safety
6 Code?

7 MR. DUTTON: Your Honor, just for clarity of the
8 record, counsel used "AEP". Does he want a response with
9 respect to all of the operating subsidiaries of AEP, or is he
10 looking for a response relative to Ohio Power and Columbus
11 Southern Power?

12 MR. DOWNEY: I will rephrase the question, your Honor.
13 BY MR. DOWNEY:

14 Q. Does Columbus Southern Power believe that it has any
15 obligation to ensure that the cables of attaching parties who
16 attach to Columbus Southern Power's poles are placed in
17 compliance with the National Electrical Safety Code?

18 A. Columbus Southern Power believes that parties that make
19 attachments, whether they're under pole attachment agreements or
20 under a joint use contract, are to be made according to code,
21 and that is the responsibility of the party making the
22 attachment.

23 Q. Is it then Columbus Southern Power's position that it has
24 no responsibility to make sure that the cables of the parties
25 who attach to the Columbus Southern Power poles are placed in

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1 compliance with the National Electrical Safety Code?

2 A. We feel that that responsibility is of the parties making
3 the attachments in either a pole attachment or joint use type
4 arrangement.

5 Q. And you feel it's not the responsibility of Columbus
6 Southern Power?

7 A. I feel it's the responsibility of the parties making the
8 attachment.

9 Q. Does Ohio Power Company believe that it has any obligation
10 to ensure that cables of attaching parties that are attached to
11 Ohio Power poles are placed in compliance with the National
12 Electrical Safety Code?

13 A. Ohio Power feels that it's the responsibility of parties
14 making such attachments to our facilities to be in compliance
15 with National Electric Safety Code standards.

16 Q. So as far as Ohio Power is concerned, Ohio Power does not
17 believe that it has any obligation to ensure that cables of
18 other companies attached to its poles are in compliance with the
19 National Electrical Safety Code?

20 A. Again, Ohio Power feels it's the responsibility of the
21 parties making the attachments under either pole attachment or
22 joint use agreements.

23 Q. And it's not the responsibility of Ohio Power?

24 A. It's the responsibility of the parties making the
25 attachments.

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1 Q. Does Columbus Southern Power believe that Franklin County
2 does not have the authority to set standards for road clearance
3 for cables that cross roads within Franklin County?

4 A. I'm not --

5 MR. DUTTON: Objection. Calls for a legal conclusion.

6 THE EXAMINER: I'll let her give her opinion.

7 THE WITNESS: I'm not aware of any Franklin County
8 ordinance to that effect.

9 BY MR. DOWNEY:

10 Q. Do you think that Franklin County -- Strike that.

11 Do you believe that Franklin County does not have the
12 authority to set standards for road clearances for cables that
13 cross county roads?

14 A. I don't know what Franklin County has the authority to do.

15 Q. How about the City of Columbus; do you -- does Columbus
16 Southern Power believe that the City of Columbus does not have
17 the authority to set standards for road clearances for cables
18 that cross city streets?

19 MR. DUTTON: Objection. Same basis.

20 THE EXAMINER: I'll let her answer.

21 THE WITNESS: I don't know what the City of Columbus
22 has authority to do.

23 BY MR. DOWNEY:

24 Q. You don't know of any position that Columbus Southern Power
25 has taken that either Franklin County or the City of Columbus do

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1 not have the authority to set standards applicable to cables
2 across county or city roads?

3 A. I'm not aware of any position like that.

4 Q. You are familiar with a company known as Ameritech New
5 Media, correct?

6 A. Yes.

7 Q. Do you understand -- Strike that.

8 When I use the term "New Media", I will be referring to
9 that company. Will that be clear? Will you understand if I use
10 the term "New Media", I'm referring to Ameritech New Media?

11 A. If you use "New Media" to refer to a physical installation
12 on the facilities, I can make that distinction. If you use the
13 term "New Media" to refer to their contacts made under the joint
14 use agreement that we have with Ameritech, its affiliates and
15 subsidiaries, it might be more difficult to determine that.

16 Q. We'll get to the contacts in a moment.

17 THE EXAMINER: I think all he was indicating was when
18 he uses the term "New Media", he means Ameritech New Media.
19 He's just using the short form. Instead of calling them
20 "Ameritech New Media", he's going to call it "New Media".

21 THE WITNESS: As an affiliate of Ameritech?

22 THE EXAMINER: As an affiliate of Ameritech; is that
23 right?

24 MR. DOWNEY: That's correct.

25 THE EXAMINER: Is that clear?

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1 THE WITNESS: Yes.

2 BY MR. DOWNEY:

3 Q. You understand there's a company called New Media?

4 A. Yes.

5 Q. You understand it to be an affiliate of Ameritech?

6 A. Yes.

7 Q. Do you know what the relationship is between New Media and
8 Ameritech?

9 A. No, I don't.

10 Q. You know that New Media is a cable television company,
11 true?

12 A. I know that New Media provides cable television service.

13 Q. You know that New Media has attachments on poles that are
14 owned by AEP, either by Columbus Southern Power or by Ohio
15 Power?

16 A. New Media only has attachments on poles owned by Columbus
17 Southern Power.

18 Q. To your knowledge, there are no New Media attachments on
19 Ohio Power poles?

20 A. That's correct.

21 THE EXAMINER: Could I ask, just for the record, how
22 do you know that?

23 THE WITNESS: The personnel that would be involved
24 with doing the review of those installations are different and
25 we would know when they've started to make attachments in the

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1 area.

2 THE EXAMINER: So you know that there are no New Media
3 attachments -- there are only New Media attachments -- Well,
4 strike that.

5 You know that there are no New Media attachments to
6 Ohio Power; is that correct?

7 THE WITNESS: There are no New Media attachments that
8 I know of to Ohio Power poles.

9 THE EXAMINER: Thank you.

10 MR. DOWNEY: Your Honor, could I ask that her answer
11 to the first question be read back? Because I couldn't hear
12 anything.

13 THE EXAMINER: Okay.

14 (Record read back as requested.)

15 BY MR. DOWNEY:

16 Q. Are any of the poles that are owned by Ohio Power the
17 subject of the joint use agreement between AEP and Ameritech?

18 A. Yes.

19 Q. And do any of those poles have telephone lines on them?

20 A. Yes.

21 MR. DOWNEY: May I approach, your Honor?

22 THE EXAMINER: Yes.

23 - - -

24 Thereupon, Complainants' Exhibit No. 7
25 was marked for purposes of identification.

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2 BY MR. DOWNEY:

3 Q. Miss Wagner, I've shown you a document which I've marked as
4 Complainants' Exhibit 7.

5 A. Yes.

6 Q. Do you recognize that document to be one of the documents
7 you obtained from one of the files that you reviewed or directed
8 others to review for purposes of responding to the document
9 request of the Complainants?

10 A. Yes.

11 Q. And what is Exhibit 7?

12 A. It's a fax to Al Shaffer from John Aulicino, and there is
13 an application form attached to it.

14 Q. What is that application form?

15 A. It's a form that was used to gather information about a
16 company.

17 Q. And the company in this case was Ameritech New Media
18 Enterprises, Inc.?

19 A. Yes.

20 Q. At the top of the second page there's some writing that's
21 not legible. Do you know what that writing is supposed to say?

22 A. The form has changed. I believe it says, "Cable Attachment
23 Application Form", and then the top, above that, is just the
24 thing from the fax machine.

25 Q. Yeah, I didn't mean the fax machine writing. I meant the

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1 title of the form.

2 MR. DOWNEY: May I approach, your Honor?

3 THE EXAMINER: Yes.

4 - - -

5 Thereupon, Complainants' Exhibit No. 7A
6 was marked for purposes of identification.

7 - - -

8 BY MR. DOWNEY:

9 Q. Can you identify Exhibit 7A?

10 A. It's a Cable Television Application Form.

11 Q. Is that the same form that's filled out and included with
12 the fax to Mr. Shaffer that we marked as Exhibit 7?

13 A. It appears to be.

14 Q. And having reviewed Exhibit 7A, can you tell me what the
15 title is of the second page of Exhibit 7?

16 A. "Cable Television Application Form."

17 Q. Would it be accurate to state, Ms. Wagner, that at least as
18 of June the 9th, 1995, Columbus Southern Power was aware that
19 New Media was a separate corporation and was going to be
20 providing cable television service?

21 A. I wouldn't know that specifically from this form because
22 this form is used for information when a cable -- or, a pole
23 attachment agreement is requested. And under "Present CATV
24 systems operated by your Company", it says "None" on the one
25 that's filled out.

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1 Q. Is it your testimony that all parties that are requesting a
2 pole attachment agreement with Columbus Southern Power fill out
3 a form that says "Cable Television Application Form"?

4 A. This form is outdated, it's not even used anymore. But it
5 was used for when -- when parties requested a pole attachment
6 agreement at one time. That's why I'm not sure when -- when --
7 that I would necessarily say that because of that, this was a
8 cable television.

9 Q. The document I marked as Exhibit 7, from whose file was
10 this document obtained?

11 A. From Al Shaffer's.

12 Q. Columbus Southern Power --

13 THE EXAMINER: Let me just ask one more question.
14 When did you stop using this form, in 1997 or '96,
15 or --

16 THE WITNESS: In '96.

17 THE EXAMINER: Sometime?

18 THE WITNESS: Sometime in '96.

19 THE EXAMINER: Do you have any idea when?

20 THE WITNESS: Not off the top of my head.

21 THE EXAMINER: Summer, fall?

22 THE WITNESS: Sometime after the first quarter --

23 THE EXAMINER: Okay.

24 THE WITNESS: -- of '96.

25 THE EXAMINER: Okay. Thank you.

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1 BY MR. DOWNEY:

2 Q. Before I leave Exhibit 7, Ms. Wagner, was this filed -- or,
3 sorry, was this document maintained in Mr. Shaffer's file in the
4 regular course of AEP's business in the same manner that the
5 other documents are so maintained as you discussed them with
6 your counsel this morning?

7 A. Yes, it was.

8 Q. This is a business record of Columbus Southern Power?

9 A. Yes.

10 And can I add that in looking at the form that's filled
11 out, it would indicate that there is a CATV antenna location and
12 an approximate installation; so in respect to your other
13 question, it would -- this form would indicate that there was an
14 intent to at least provide CATV services.

15 Q. And an intent on the part of Ameritech New Media
16 Enterprises?

17 A. Right.

18 Q. And that company had relayed that intent to Columbus
19 Southern Power through this document?

20 A. Yes.

21 Q. Columbus Southern Power has a pole attachment tariff that's
22 been reviewed and approved by the Public Utilities Commission of
23 Ohio that relates to the attachment of cables to Columbus
24 Southern Power poles by parties other than public utilities; is
25 that correct?

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- 1 A. Yes, it is.
- 2 Q. And that's one of the attachments to your testimony?
- 3 A. Yes.
- 4 Q. And Ohio Power has a similar tariff that applies to the
5 attachment of cables to Ohio Power's poles by parties other than
6 public utilities, correct?
- 7 A. Yes.
- 8 Q. Do those tariffs require that cable companies that want to
9 attach to the poles of Columbus Southern Power or Ohio Power
10 have a pole attachment agreement with that utility?
- 11 A. Yes, they do.
- 12 Q. Does Coaxial Communications have a pole attachment
13 agreement with Columbus Southern Power?
- 14 A. Yes, it does.
- 15 Q. Does Coaxial -- Does Coaxial Communications have a pole
16 attachment agreement with Ohio Power?
- 17 A. Yes, they do.
- 18 Q. Does Time Warner or Warner Cable have a pole attachment
19 agreement with Columbus Southern Power?
- 20 A. Yes.
- 21 Q. Does that company, to your knowledge, have a pole
22 attachment agreement with Ohio Power?
- 23 A. Yes.
- 24 Q. Do -- Strike that.
- 25 Are there other cable companies that have pole attachment

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1 agreements with Columbus Southern Power or Ohio Power?

2 A. Yes.

3 Q. And so all of those pole attachment agreements that
4 Columbus Southern Power or Ohio Power has, Coaxial, Time Warner
5 and other cable companies, are all in effect currently; is that
6 true?

7 A. I'm not sure I understand the question.

8 Q. Well, the pole attachment agreement between Coaxial and
9 Columbus Southern Power is an agreement that's in effect --

10 A. Yes.

11 Q. -- as far as you know?

12 A. Yes.

13 Q. And that would be true for Coaxial's agreement with Ohio
14 Power?

15 A. Yes.

16 Q. And also for Time Warner's pole attachment agreement, true?

17 A. Yes.

18 Q. And for the pole attachment agreement of other cable
19 companies that either Columbus Southern Power or Ohio Power has
20 with those companies?

21 A. I'm not sure what you mean by -- for the other companies
22 that you're asking about, what you mean by "in effect".

23 Q. Does Columbus Southern Power have a pole attachment
24 agreement in effect with New Media?

25 A. No, they do not.

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1 Q. Does Ohio Power have a pole attachment agreement in effect
2 with New Media?

3 A. Ohio Power never had a pole attachment agreement with
4 Ameritech New Media.

5 Q. And they still don't, right?

6 A. That's true. They never have.

7 Q. I just wanted to make sure as we sit here today there isn't
8 one. True?

9 A. True.

10 Q. Did --

11 THE EXAMINER: Wait a minute. When you say never has,
12 does that mean that at one time they may have had one -- that
13 Columbus Southern may have had a pole attachment agreement?

14 THE WITNESS: With Ameritech New Media, yes.

15 THE EXAMINER: They did?

16 THE WITNESS: Yes.

17 THE EXAMINER: But they don't now?

18 THE WITNESS: That's correct. It was superseded by
19 the joint use agreement, the master agreement negotiated with
20 Ameritech and its affiliates.

21 THE EXAMINER: Okay. All right.

22 BY MR. DOWNEY:

23 Q. New Media at one time had a pole attachment agreement with
24 Columbus Southern Power, true?

25 A. That's true.

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1 MR. DOWNEY: May I approach, your Honor?

2 THE EXAMINER: Yes.

3 - - -

4 Thereupon, Complainants' Exhibit No. 8
5 was marked for purposes of identification.

6 - - -

7 BY MR. DOWNEY:

8 Q. Ms. Wagner, I have shown you a document that I have marked
9 as Complainants' Exhibit 8. Would you please take a moment to
10 review that document and let me know when you're finished?

11 A. I'm finished.

12 Q. What is Exhibit 8?

13 A. Exhibit 8 appears to be a copy of the pole attachment
14 agreement between Ameritech New Media and Columbus Southern
15 Power that was in effect at one time.

16 Q. When did this pole attachment agreement go into effect?

17 A. It was signed June 27th of 1995.

18 Q. Did this pole attachment agreement supersede any prior
19 agreements that would have covered any attachments of New Media
20 to Columbus Southern Power poles?

21 A. No.

22 Q. Were there any prior agreements between Columbus Southern
23 Power and any other company that would have covered New Media
24 attachments on Columbus Southern Power poles?

25 A. Could you repeat that question?

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1 Q. I'm asking you if Columbus Southern Power had any
2 agreements with any other company under which New Media would
3 have placed attachments on Columbus Southern Power poles prior
4 to when this pole attachment agreement was signed.

5 MR. DUTTON: The company objects to the extent it
6 calls for a legal conclusion.

7 THE EXAMINER: I'll let her answer the question if she
8 knows.

9 THE WITNESS: Columbus Southern Power had an agreement
10 in effect prior to this that was a joint use agreement with
11 Ameritech. To the extent that that old agreement would have
12 covered Ameritech New Media, I don't know.

13 BY MR. DOWNEY:

14 Q. You don't know if it covered New Media or not; is that what
15 you're saying?

16 A. Yes, that's what I'm saying.

17 Q. If it did cover New Media, would that agreement have been
18 superseded by this pole attachment agreement?

19 MR. DUTTON: Objection to the extent it calls for a
20 legal conclusion.

21 THE EXAMINER: I'll let her answer.

22 MR. DOWNEY: And when I say "this", your Honor, I'm
23 referring to Complainants' Exhibit 8.

24 THE EXAMINER: If you know. If you don't know the
25 answer to a question, just say "I don't know".

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1 THE WITNESS: I don't know.

2 BY MR. DOWNEY:

3 Q. Under the pole attachment agreement that Coaxial
4 Communications has with Columbus Southern Power and Ohio Power,
5 do they pay pole attachment fees to either Columbus Southern
6 Power or Ohio Power in accordance with the tariffs of those
7 utilities?

8 A. Yes, they do.

9 Q. Under Time Warner's pole attachment agreement with Columbus
10 Southern Power, does Time Warner pay a pole attachment fee to
11 Columbus Southern Power in accordance with Columbus Southern
12 Power's tariff?

13 A. Yes, they do

14 Q. Does Ameritech New Media pay Columbus Southern Power a pole
15 attachment fee in accordance with Columbus Southern Power's pole
16 attachment tariff?

17 A. Ameritech New Media is covered under the joint use contract
18 between Ameritech, its affiliates, subsidiaries, Columbus
19 Southern Power, Indiana Michigan Power and Ohio Power.

20 Q. Does New Media pay a pole attachment fee to Columbus
21 Southern Power in accordance with Columbus Southern Power's
22 tariff?

23 A. New Media is not covered under a contract that requires us
24 to bill them under -- as the tariff.

25 Q. I heard that. My question is --

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1 THE EXAMINER: Either a "yes" or a "no".

2 BY MR. DOWNEY:

3 Q. Does New Media pay a pole attachment fee to Columbus
4 Southern Power in accordance with Columbus Southern Power's
5 tariff?

6 A. No.

7 Q. Has New Media ever paid Columbus Southern Power a pole
8 attachment fee in accordance with Columbus Southern Power's pole
9 attachment tariff?

10 A. No.

11 Q. When Coaxial and Time Warner pay pole attachment fees in
12 accordance with the tariff, do they pay those fees in advance?

13 MR. DUTTON: Clarification; in advance of what?

14 MR. DOWNEY: In advance of the -- Strike that.

15 For the attachments for the succeeding year is what I
16 meant by "in advance".

17 THE EXAMINER: Want to try and rephrase your question?

18 BY MR. DOWNEY:

19 Q. When Coax- -- When Coaxial pays a pole attachment fee to
20 Columbus Southern Power, for what time period does that fee
21 apply?

22 A. The Columbus Southern Power's attachments under the tariff
23 are billed in advance annually.

24 Q. What does that mean when you say they're billed in advance
25 annually?

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1 A. That they are billed for the next -- for the coming year,
2 which is in accordance with the tariff.

3 Q. The tariff provides for that?

4 A. Yes.

5 Q. So does the Ohio Power tariff?

6 A. Yes, it does.

7 Q. The joint use agreement that you've referenced between
8 Ameritech and AEP, that was signed in May of 1996, true?

9 A. Yes.

10 Q. You are aware that New Media had made attachments to
11 Columbus Southern Power poles prior to May of 1996, true?

12 A. Yes.

13 MR. DOWNEY: May I approach, your Honor?

14 THE EXAMINER: Yes.

15 - - -

16 Thereupon, Complainants' Exhibit No. 9 was
17 marked for purposes of identification.

18 - - -

19 BY MR. DOWNEY:

20 Q. Ms. Wagner, I'm showing you a document which I've marked as
21 Exhibit 9.

22 A. Yes.

23 Q. Was the document marked as Exhibit 9 contained within the
24 files that AEP keeps in the regular course of business as you
25 described them this morning?

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- 1 A. Yes.
- 2 Q. What is Exhibit 9?
- 3 A. Exhibit 9 is a form letter that's used by the joint use
4 coordinators when a new attachment agreement is signed to
5 provide information to the region information section
6 supervisors in respect to the new agreement.
- 7 Q. I'm sorry, the region information section supervisors?
- 8 A. Yes. That's L. B. Olsen.
- 9 Q. Mr. Olsen.
- 10 And does Mr. Olsen work for you?
- 11 A. Mr. Olsen doesn't work directly for me, no.
- 12 Q. Indirectly?
- 13 A. Yes.
- 14 Q. Do you recall ever having seen this document?
- 15 A. Yes.
- 16 Q. When did you first see the document?
- 17 A. I don't recall exactly.
- 18 Q. Do you recall ever discussing with Mr. Shaffer his belief
19 that the tariff of Columbus Southern Power would apply to the
20 attachments of New Media on Columbus Southern Power poles?
- 21 A. We've discussed this form letter, yes.
- 22 Q. Have you discussed the application of the tariff to New
23 Media's attachments on Columbus Southern Power poles?
- 24 A. Yes.
- 25 Q. Was it Mr. Shaffer's belief that the tariff would apply to

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1 those attachments?

2 A. At the time that Ameritech New Media was granted or given
3 the pole attachment agreement, it would have been Mr. Shaffer's
4 procedure to send out this form letter to the Columbus region.

5 Q. So you don't recall it being Mr. Shaffer's belief that the
6 tariff would apply to New Media's attachments on Columbus
7 Southern Power poles?

8 A. In reading this letter and knowing what this form letter
9 says, I would say that that was Mr. Shaffer's belief at the
10 time.

11 Q. In the first line of the letter, Mr. Shaffer refers to the
12 agreement as a joint use agreement.

13 Is the agreement that we've marked as Exhibit 8 a joint use
14 agreement?

15 A. No, it's not.

16 Q. What was your position with AEP in June of 1995?

17 A. I was the region administrative assistant in the western
18 Ohio region of Ohio Power Company.

19 Q. Did that position include responsibilities with respect to
20 billings of -- to cable companies for pole attachments?

21 A. No, it did not.

22 Q. You mentioned earlier the joint use agreement. That's an
23 attachment to your testimony?

24 A. The joint use agreement between Ameritech, yes?

25 Q. That's right.

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1 A. Yes.

2 Q. You provide some testimony about that agreement.

3 A. Yes.

4 Q. You've read it?

5 A. Yes, I have.

6 Q. Turning to the first page of the agreement, where it says,
7 "This agreement, effective January 1, 1994, is made by and
8 between...", and then it lists the companies, do you see that?

9 A. Yes, I do.

10 Q. Are any of companies listed there New Media?

11 MR. DUTTON: Could I have that question back, your
12 Honor?

13 THE EXAMINER: Sure.

14 (Record read back as requested.)

15 THE WITNESS: To the extent that New Media is an
16 affiliate of Ameritech Services --

17 BY MR. DOWNEY:

18 Q. Do you know if New Media is an affiliate of Ameritech
19 Services?

20 A. I know New Media is an Ameritech affiliate. I don't know
21 specifically the different names.

22 Q. Does this paragraph where it identifies the parties, this
23 agreement is made by and between, include all of these companies
24 and all of their affiliates?

25 MR. DUTTON: Calls for a legal conclusion, your Honor.

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1 MR. DOWNEY: I'll ask -- Withdraw the question.

2 BY MR. DOWNEY:

3 Q. Where is the word "affiliates" in that part of the
4 agreement?

5 MR. DUTTON: Your Honor, just for clarification, is
6 counsel asking the witness only to look at the section headed
7 "This agreement..." and that paragraph?

8 MR. DOWNEY: Yes.

9 MR. DUTTON: Thank you, your Honor.

10 THE WITNESS: The word "affiliate" is not in the first
11 paragraph. It is covered under the scope of the agreement.

12 BY MR. DOWNEY:

13 Q. I appreciate that that's your position. We'll get to that.

14 My question was just: Does this paragraph that we were
15 looking at here on Page 1 refer to the affiliates of Ameritech
16 or Ameritech Services?

17 A. And I answered the word "affiliate" is not in that
18 paragraph.

19 Q. Does Columbus Southern Power do business in Columbus?

20 A. Yes.

21 Q. Does Ameritech Telephone Company do business in Columbus?

22 A. Yes.

23 Q. Does Columbus Southern Power furnish within Columbus the
24 service of allowing attachments to its utility poles in
25 Columbus?

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1 A. Yes.

2 Q. Does Ameritech the phone company furnish the service of
3 allowing attachments to Ameritech poles within the City of
4 Columbus?

5 A. There are attachments on the poles, so I assume that
6 they -- they have that service.

7 Q. They provide that service?

8 A. I would assume so from looking at the poles.

9 Q. They provide that service to Columbus Southern Power, do
10 they not?

11 A. We do have a joint use agreement with them, yes.

12 Q. As -- As a result of the joint use agreement, you take
13 advantage of the service that Ameritech provides of allowing
14 Columbus Southern Power attachments on Ameritech poles?

15 A. I'm sorry, I was confused. You said pole attachments and I
16 wasn't thinking of joint use; but, yes, we do have joint use
17 contacts on Ameritech poles in Columbus between Columbus
18 Southern Power and Ameritech.

19 Q. Just so we don't confuse the distinction between joint use
20 contacts and pole attachment contacts, Columbus Southern Power
21 provides to cable TV companies and other companies other than
22 Ameritech the service of allowing those companies to make pole
23 attachments on Columbus Southern Power poles in Columbus?

24 A. Yes.

25 Q. And Ameritech provides that same service of allowing pole

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1 attachments by cable companies and others other than Columbus
2 Southern Power, Ameritech provides that service for its poles
3 within the City of Columbus, as far as you know?

4 THE EXAMINER: Do you understand the question?

5 MR. DOWNEY: I'll rephrase the question.

6 THE WITNESS: Not the second part, I didn't.

7 BY MR. DOWNEY:

8 Q. The service that Columbus Southern Power provides by
9 allowing cable TV companies and other attaching parties to
10 attach to its poles in Columbus, to your knowledge, does
11 Ameritech provide a similar service with respect to its poles in
12 Columbus?

13 A. Pole attachments, is that what you're asking me about?

14 Q. Talking about pole attachments, not joint use contacts.

15 A. I think I said, from looking at the poles, I would make
16 that assumption. I don't have personal knowledge about the
17 types of services Ameritech provides in respect to pole
18 attachments.

19 Q. You said looking at the contacts?

20 A. From looking at poles, I said.

21 Q. I'm sorry. Looking at poles, you've seen pole attachments
22 on Ameritech poles of other companies -- attachments of other
23 companies?

24 A. Yes.

25 Q. Like cable TV companies?

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1 A. Yes.

2 Q. You've seen that within the City of Columbus?

3 A. Yes.

4 Q. Was the joint use agreement between Ameritech and AEP
5 submitted to the Public Utilities Commission of Ohio for
6 approval in accordance with Revised Code 4905.48?

7 A. I have no idea.

8 THE EXAMINER: If you don't know, that's what you
9 should then just say, "I don't know".

10 THE WITNESS: I don't know. I have no idea.

11 BY MR. DOWNEY:

12 Q. Do you know if the joint use agreement was submitted to the
13 Public Utilities Commission for any form of approval?

14 A. I have no idea.

15 Q. Do you know whether this joint use agreement was signed
16 after the enactment of the Federal Telecommunications Act of
17 1996?

18 A. I believe it was, yes.

19 Q. Yes, it was?

20 A. Yes, it was.

21 Q. Under this joint use agreement on Page 2 at
22 Paragraph 2.02 --

23 A. Yes.

24 Q. -- Part b talks about the phone company using space on AEP
25 poles.

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1 A. I'm sorry?

2 Q. It talks about the telephone company using space on --
3 well, for purposes of this proceeding -- Columbus Southern Power
4 and Ohio Power poles.

5 A. Yes, it talks about normal space allocations.

6 Q. Now, the space that's discussed there in Part b there of
7 2.02, under this joint use agreement the telephone company does
8 not become the owner of that space; is that fair to say?

9 A. The owner of that space on a Columbus Southern Power pole
10 or Ohio Power pole?

11 Q. Columbus Southern Power pole Or Ohio Power pole.

12 A. No. They're a licensee.

13 Q. Does the joint use agreement prohibit AEP by that -- Strike
14 that.

15 Does the joint use agreement prohibit Columbus Southern
16 Power from requiring Ameritech to use -- to use the leased space
17 on Columbus Southern Power poles in a safe manner?

18 MR. DUTTON: Your Honor, I don't want to clutter the
19 record, but to the extent it calls for a legal conclusion, I'm
20 troubled by the question, but I recognize as the administrator
21 of the contract the witness can have an opinion on that, okay?

22 THE EXAMINER: Okay.

23 MR. DUTTON: If we could just have an understanding
24 that he's not asking for a legal conclusion, but, rather, her
25 opinion as the administrator of the contract, I have no

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1 objection; but if he's asking what the legal position of the
2 company is, then I'm troubled by asking this witness, who's a
3 nonlawyer, what -- what the legal rights of the company are.

4 THE EXAMINER: Then that's noted.

5 MR. DUTTON: If that's acceptable.

6 MR. DOWNEY: I've never asked her for a legal
7 conclusion, but I'm asking her what she thinks the agreement
8 provides as she's already discussed in her testimony. That's
9 all I'm asking for. I appreciate she's not a lawyer, so I'm not
10 asking for any legal opinions.

11 THE EXAMINER: I appreciate that, too.

12 Okay. Thank you. Go ahead.

13 THE EXAMINER: You want the question --

14 THE WITNESS: Please. I didn't understand the
15 question.

16 BY MR. DOWNEY:

17 Q. Talking about the three feet of space that the telephone
18 company would have the right to use on a Columbus Southern Power
19 pole under the joint use agreement.

20 Does the joint use agreement prohibit Columbus Southern
21 Power from requiring the phone company to use that space in a
22 safe manner?

23 A. I'm not sure what you mean by "in a safe manner".

24 Q. In a manner that Columbus Southern Power would believe to
25 be safe.

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1 A. The joint use agreement provides for installations being
2 made on poles to be in conformance with good industry practice
3 and minimum National Electric Safety Code standards.

4 Q. If a phone company is using that space in a manner that
5 does not conform to the National Electrical Safety Code,
6 Columbus Southern Power could require the phone company to take
7 corrective action under the joint use agreement; is that true?

8 A. Under the joint use agreement, the licensee would be
9 responsible for making sure that they made their installations
10 in a manner that was consistent with minimum National Electric
11 Safety standards.

12 Q. If it happened that the telephone company did not do that,
13 would Ameritech have the ability under the joint use agreement
14 to require the telephone company to fix that attachment?

15 MR. DUTTON: Can I have the question read back?

16 MR. JADWIN: I think you said "Ameritech".

17 MR. DOWNEY: I'm sorry if I misspoke. I'll correct
18 that.

19 (Record read back as requested.)

20 MR. DOWNEY: I did misspeak, your Honor.

21 THE EXAMINER: Okay.

22 BY MR. DOWNEY:

23 Q. If the telephone company did place an attachment in
24 violation of a National Electrical Safety Code standard, would
25 Columbus Southern Power have the ability under the joint use

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1 agreement to require the phone company to fix that attachment?

2 A. If Columbus Southern Power was aware of a contact that was
3 made that didn't conform with National Electric Safety Code
4 minimums, in my opinion, they would have the right to request
5 that that attachment be corrected. That would also be true for
6 pole attachments, as well.

7 Q. When you say that would be also true for pole attachments,
8 you mean Columbus Southern Power has that ability with respect
9 to attachments of parties who attach pursuant to a pole
10 attachment agreement?

11 A. If Columbus Southern Power was aware of an attachment made
12 to its pole that didn't conform to the minimum National Electric
13 Safety Code standards, in my opinion, they could request the
14 party to fix it.

15 Q. Does the pole attachment agreement preclude Columbus
16 Southern Power from prohibiting the phone company from using
17 brackets within the space that the phone company leases on
18 Columbus Southern Power poles?

19 MR. DUTTON: Objection. Counsel hasn't established
20 the existence of a pole attachment agreement between the
21 telephone company and Columbus Southern Power.

22 MR. DOWNEY: If I misspoke and called it a pole
23 attachment agreement, I apologize, your Honor.

24 BY MR. DOWNEY:

25 Q. The joint use agreement between Ameritech and AEP, does

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1 that prohibit Columbus Southern Power from prohibiting the
2 telephone company from using brackets in connection with their
3 installations on Columbus Southern Power poles?

4 A. The joint use agreement between Ameritech and Columbus
5 Southern Power, Ohio Power and Indiana Michigan requires that
6 attachments are in conformance with good industry practices and
7 minimum acceptable National Electric Safety Code standards.

8 I don't know that I have an opinion on the bracket being
9 prohibited or -- I don't even remember the first part of what
10 you said.

11 THE WITNESS: Can you read the very first part back?

12 THE EXAMINER: Let me ask, is there anything in the
13 joint use agreement that mentioned brackets?

14 THE WITNESS: No, there's not.

15 THE EXAMINER: Okay. Neither prohibiting them or
16 allowing them?

17 THE WITNESS: That's correct.

18 THE EXAMINER: Okay.

19 BY MR. DOWNEY:

20 Q. If Columbus Southern Power wanted to tell the telephone
21 company that the telephone company was not permitted to use
22 brackets on Columbus Southern Power poles, do you think that
23 that's something that Columbus Southern Power has the ability to
24 do under the joint use agreement?

25 A. If Columbus Southern Power -- I'm not sure what you're

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1 asking, if you're asking me whether it's prohibited under the
2 contract to ask them to do something, or whether you're asking
3 me that it's not enforceable under the contract.

4 Q. Well, let me ask it this way: If -- If the phone company
5 wanted to install one of its telephone lines with a bracket on a
6 Columbus Southern Power pole, are they permitted to do that?

7 A. If the phone company wanted to install a telephone line?

8 Q. A telephone line with a bracket on a Columbus Southern
9 Power pole, are they permitted to do that?

10 A. Columbus Southern Power has a policy against bracket
11 installation on its facilities.

12 Q. That applies to the phone company?

13 A. Yes.

14 Q. So the answer to my question is the phone company would not
15 be permitted to use a bracket on a Columbus Southern Power pole?

16 A. No, we would not permit that.

17 Q. Okay. And that prohibition on the use of brackets is not,
18 in your opinion, a violation of the joint use agreement?

19 A. No, I don't think it's a violation.

20 Q. Does Columbus Southern Power require Ameritech, the
21 telephone company, to maintain 12-inch vertical clearances
22 between the telephone company's attachments on a Columbus
23 Southern Power pole?

24 A. Columbus Southern Power prefers that the attachments to its
25 facilities are made with a 12-inch vertical spacing on the

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1 poles.

2 Q. But for the telephone company and its telephone lines,
3 that's not a requirement that Columbus Southern Power imposes on
4 the telephone company, a 12-inch vertical clearance?

5 A. It's -- It's a preference as a pole owner. We feel that
6 it's good industry practice. I don't know whether Ameritech
7 would agree with that.

8 Q. If there's a dispute between Ameritech and Columbus
9 Southern Power as to what would be a good industry practice, who
10 decides that issue when you're talking about an attachment or a
11 contact on a Columbus Southern Power pole?

12 A. I don't know that there's a dispute on that issue. I just
13 don't know that they have that same philosophy of it being a
14 good industry practice.

15 Q. Well, if Columbus Southern Power were so inclined to
16 require the telephone company to maintain at least a 12-inch
17 clearance, vertical clearance, with respect to the telephone
18 company's contacts on a Columbus Southern Power pole, could
19 Columbus Southern Power do that?

20 A. What was the first part of that question?

21 Q. The first part of it was: If Columbus Southern Power
22 wanted to require the telephone company to maintain at least a
23 12-inch vertical clearance between the company -- telephone
24 company's telephone lines on a Columbus Southern Power pole,
25 could Columbus and Southern Power do that?

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1 A. I don't know to the -- When you say could we do it, to the
2 extent that it could be legally enforced through the contract?

3 Q. Do you think the contract would prohibit Columbus Southern
4 Power from doing that?

5 A. From making such a request?

6 Q. From making that a requirement.

7 A. I don't know.

8 Q. You recall, Ms. Wagner, that I took your deposition on
9 Thursday of last week?

10 A. Yes, I do.

11 Q. Do you recall one of the things I asked you about was
12 whether the joint use agreement would prohibit AEP from
13 requiring that the phone company maintain 12-inch vertical
14 clearances between its attachments -- or, between its contacts?

15 A. Yes.

16 MR. DOWNEY: May I approach, your Honor?

17 THE EXAMINER: Yes.

18 MR. DOWNEY: Page 33, counsel.

19 Actually, it starts at the bottom of Page 32, Line 24.

20 MR. DUTTON: Your Honor, I would just note for the
21 record, as counsel indicated, the deposition was taken last
22 Thursday.

23 To the best of my knowledge, the witness hasn't signed
24 off on the deposition in accordance with the procedures provided
25 by the Commission. And as to whether that makes a difference in

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1 this particular instance, I don't know, but I would want noted
2 for the record that the deposition hasn't been signed and any
3 corrections that the witness might make to that deposition have
4 not been made, and I haven't had an opportunity to review with
5 her that process.

6 THE EXAMINER: Okay. That's noted.

7 BY MR. DOWNEY:

8 Q. Okay. Having reviewed the bottom of Page 32 and then the
9 questions and answers on Page 33, do you recall that at your
10 deposition you expressed your opinion that you did not think
11 that the joint use agreement would prohibit AEP from requiring
12 Ameritech to maintain at least a 12-inch vertical clearance
13 between Ameritech's attachments on an AEP pole?

14 A. Yes.

15 Q. Okay. And is that accurate? Is that your opinion, or is
16 your opinion different today?

17 A. My opinion about whether or not we could require them to do
18 it and be able to enforce it under the contract is that I don't
19 know.

20 Q. All right. Does Columbus Southern Power have internal
21 standards and internal engineering practices that it has
22 established with respect to attachments and contacts to Columbus
23 Southern Power poles?

24 A. I'm not sure what you mean by "internal standards".

25 MR. DOWNEY: May I approach, your Honor?

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1 THE EXAMINER: Yes.

2 MR. DOWNEY: Page 29.

3 BY MR. DOWNEY:

4 Q. Just -- Ms. Wagner, I'm going to show you Page 29 of your
5 transcript. In a response to one of my questions, you provide
6 the answer that begins at Line 12 on Page 29.

7 "As the pole owner, AEP has the right to make
8 sure that all attachments are in compliance with
9 internal standards, code, local ordinances and
10 internal engineering practices".

11 Do you recall giving that response?

12 A. Yes, I do.

13 Q. What were you referring to when you identified "internal
14 standards"?

15 A. Standards that might be more -- severe is the wrong word --
16 but more stringent than the National Electric Safety Code, local
17 ordinances and those types of things.

18 Q. Do Columbus Southern Power and Ohio Power sometimes adopt
19 for their own poles standards that are more stringent than the
20 National Electric Safety Code or applicable local ordinances?

21 A. Yes, they do.

22 Q. What were you referring to when you use the term "internal
23 engineering practices"?

24 A. Engineering practices that would lead to the development of
25 internal standards.

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1 Q. The internal standards that you reference here, would it be
2 accurate to state that Columbus Southern Power and Ohio Power
3 feels it has the ability to require parties that make
4 attachments to their poles to meet the internal standards of
5 Columbus Southern Power and Ohio Power?

6 A. Could you read that back or say it again?

7 (Record read back as requested.)

8 THE WITNESS: Yes, I think we do have that right for
9 attachments to the poles.

10 BY MR. DOWNEY:

11 Q. Let me give you an example. There is a National Electrical
12 Safety Code requirement relating to the clearance between
13 electric lines and telecommunications lines on utility poles.

14 A. Vertically on the pole?

15 Q. Well, both vertically on the pole and at mid-span.

16 A. Right.

17 Q. Let's start with the one that's vertically on the pole.
18 What is that; do you know?

19 A. The distance from our lowest facility, which is usually the
20 neutral, and the tel- -- I will preface this by saying I'm not a
21 National Electric Safety Code expert, but I believe it's a
22 difference between the first attachment, whatever type of
23 attachment it is, doesn't matter, and our facility is 40 inches
24 vertically on the pole.

25 Q. And if Columbus Southern Power or Ohio Power wanted to

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1 adopt as an internal standard a requirement that that clearance
2 be at least 50 inches, Columbus Southern Power and Ohio Power
3 could do that?

4 MR. DUTTON: Objection. Calls for speculation.
5 There's nothing in the record suggesting either company's done
6 so.

7 THE EXAMINER: I'll let her offer an opinion on that.

8 THE WITNESS: If such a decision was made based on
9 safety or liability, good industry practice, sound engineering
10 standards, I don't -- I think we could do that.

11 BY MR. DOWNEY:

12 Q. Okay. The joint use agreement between Ameritech and AEP,
13 did that supersede any earlier joint use agreements between the
14 telephone company and either Columbus Southern Power or Ohio
15 Power?

16 A. The joint use agreement is not between AEP and Ameritech;
17 it's between Ohio Power, Columbus Southern Power and Indiana
18 Michigan Power; and as such, it superseded agreements that would
19 have been in effect in those three operating companies.

20 Q. Was there a prior joint use agreement between Columbus
21 Southern Power and Ohio Bell?

22 A. Yes, there was.

23 Q. And there was one between Columbus Southern -- I'm sorry,
24 there was one between Ohio Power and Ohio Bell?

25 A. Yes, there was.

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1 Q. Those joint use agreements were superseded by the joint use
2 agreement that's attached to your testimony?

3 A. That's correct.

4 Q. Under the previous joint use agreement that Ohio Bell had
5 with either Ohio Power or Columbus Southern Power, did Ohio
6 Power and Columbus Southern Power make attachments -- make
7 contacts on Ohio Bell poles?

8 A. Can you repeat the question?

9 Q. Under the joint use agreements that Columbus Southern Power
10 and Ohio Power had with Ohio Bell prior to the joint use
11 agreement that's attached to your testimony, did Columbus
12 Southern Power and Ohio Power make contacts and place lines on
13 Ohio Bell poles?

14 A. Under two separate agreements.

15 Q. Under two separate agreements?

16 A. Yes.

17 Q. They did do that?

18 A. Yes, they did.

19 Q. You describe in your testimony, I think, at Page 5 -- Do
20 you have your testimony there, Ms. Wagner?

21 A. Yes, I do.

22 Q. Would you turn to Page 5?

23 Do you see there on Line 11 on Page 5 you have a statement
24 that, "Columbus Southern Power and Ohio Power maintain
25 attachments on over 78,500 Ameritech owned poles"; do you see

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1 that?

2 A. Yes, I do.

3 Q. Do you know how many of those attachments were made since
4 May 1996 when the joint use agreement that's in effect now was
5 signed?

6 A. No, I do not.

7 Q. Based on your experience and your knowledge of the
8 attachments of Columbus Southern Power and Ohio Power since
9 you've been with the company, would it be your expectation that
10 most of those 78,500 attachments were made prior to the May 1996
11 joint use agreement?

12 A. What would you consider most of?

13 Q. More than 50 percent.

14 A. Yes.

15 Q. Would you say more than 75 percent?

16 A. I'd be speculating.

17 Q. You think more than half, though?

18 A. Yeah.

19 Q. Do you know how many of those 78,500 attachments would have
20 been made prior to 1995?

21 A. At least half.

22 Q. You think at least half?

23 A. Yes.

24 Q. You describe in your testimony the benefits of having a
25 joint use agreement.

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1 Would it be accurate to state that the benefits that you
2 describe from a joint use agreement derive from the fact that
3 the party with whom Columbus Southern Power or Ohio Power would
4 enter into a joint use agreement has utility poles to which it
5 can allow Columbus Southern Power and Ohio Power to attach its
6 electric lines?

7 A. What was the first part of that question?

8 MR. DOWNEY: Could you read the question back?

9 (Record read back as requested.)

10 THE WITNESS: Yes.

11 BY MR. DOWNEY:

12 Q. It's kind of the prerequisite of having a joint use
13 agreement that both sides have poles on which they can allow
14 each other to make attachments?

15 A. It's a reciprocal agreement, yes.

16 Q. It's a reciprocal agreement based on the fact that both of
17 the companies have utility poles?

18 A. That's true.

19 When you say "utility pole", you're using that loosely, I
20 take that to mean just a pole, not a specific type of pole, but
21 a pole that --

22 Q. That's correct. I would include in that both poles that
23 are owned by an electric company and poles that are owned by the
24 telephone company.

25 A. Or a coal company or any company that a pole, just --

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1 Q. A pole.

2 A. Okay.

3 Q. There are poles that may be owned by somebody other than a
4 utility.

5 A. Yeah. Okay.

6 Q. I'll just use the term "pole", and then if we need to
7 clarify, we will clarify.

8 A. Great.

9 Q. The poles that Columbus Southern Power and Ohio Power have
10 attached their lines to pursuant to the joint use agreement are
11 poles that are owned by Ameritech telephone company; is that
12 right?

13 A. In this --

14 MR. DUTTON: Object.

15 THE WITNESS: In this joint use agreement that's
16 attached to my testimony?

17 BY MR. DOWNEY:

18 Q. Yes.

19 A. Yes.

20 MR. DUTTON: Could I have that question and answer
21 back?

22 (Record read back as requested.)

23 MR. DUTTON: Could I have a clarification? Did
24 counsel mean Ameritech phone company as distinct from some other
25 entity, or were you just using that phrase generally?

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1 MR. DOWNEY: No, I was talking about Ameritech, the
2 telephone company. If you want me to say "Ohio Bell" when I do
3 that, I will.

4 MR. DUTTON: Did the witness -- Well, that's okay.
5 I'm sorry. I just wanted to make sure that we're clear on the
6 record.

7 MR. DOWNEY: I think she understood.

8 THE EXAMINER: Okay.

9 BY MR. DOWNEY:

10 Q. Ms. Wagner, you don't have any knowledge that New Media
11 owns any poles; is that true?

12 A. New Media is an affiliate of Ameritech.

13 THE EXAMINER: Do you know if New Media owns any
14 poles? I mean, if you do --

15 THE WITNESS: Separately?

16 THE EXAMINER: Yes.

17 THE WITNESS: Not to my knowledge.

18 THE EXAMINER: Okay.

19 THE WITNESS: I don't know if there's any kind of an
20 internal Ameritech/Ameritech New Media scenario under which they
21 own part of the pole plant, though.

22 THE EXAMINER: Okay.

23 BY MR. DOWNEY:

24 Q. When New Media makes an attachment on a Columbus Southern
25 Power pole on which there are already existing telephone

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1 attachments, does New Media pay Columbus Southern Power a pole
2 attachment fee?

3 A. No, they do not. New Media doesn't pay a pole attachment
4 fee.

5 Q. Is that true for all of New Media's attachments on any
6 poles that are owned by Columbus Southern Power?

7 A. When I say "pole attachment fee", I'm meaning the tariffed
8 pole attachment fee for Columbus Southern Power.

9 Q. I think you said earlier they don't pay that.

10 A. Right.

11 Q. Right.

12 Does New Media pay any fee to Columbus Southern Power when
13 it attaches to a Columbus Southern Power that is a fee other
14 than the one set forth in the tariff?

15 A. New Media pays a fee under the joint use agreement when
16 they attach to a Columbus Southern Power pole where there is not
17 another Ameritech contact already established on the pole.

18 Q. Is it your testimony that New Media pays to Columbus
19 Southern Power a fee under the joint use agreement when New
20 Media attaches to a Columbus Southern Power pole on which there
21 are no phone attachments?

22 A. Yes.

23 Q. And that fee is paid by New Media?

24 A. When you say -- When you're asking "is paid by", do you
25 mean where the check is generated from?

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1 Q. I'm asking you: Who does Columbus Southern Power send the
2 bill to and who pays the bill?

3 A. The bill is sent as a part of the Ameritech billing under
4 the joint use agreement and identifies contacts that would be
5 Ameritech New Media's contact under the joint use agreement, and
6 there is one bill sent to Ameritech.

7 Q. That's sent to Ameritech, the telephone company?

8 A. That's sent to Ameritech, yes.

9 Q. It's not sent to New Media?

10 A. I believe they got a copy of the bill, but the original
11 bill itself went to Ameritech.

12 Q. The original bill goes -- Strike that.

13 It's the original bill that Columbus Southern Power expects
14 is the one that's going to be paid?

15 A. That's correct.

16 Q. And so the expectation of Columbus Southern Power is that
17 the bill is going to be paid by Ameritech, the telephone
18 company?

19 A. I don't know that I'd given much thought to the
20 expectations about exactly who the checks were going to come
21 from. If we received two checks, we would process that. If we
22 received one, we could handle that, as well.

23 Q. On the Columbus Southern Power poles on which there are
24 already telephone attachments, does the telephone company pay a
25 fee to Columbus Southern Power in accordance with the joint use

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1 agreement?

2 A. The "telephone company" reference is messing me up. Would
3 you repeat that, please?

4 Q. Well, I'll use Ohio Bell.

5 A. Okay.

6 Q. Would Ohio -- For those poles that are owned by Columbus
7 Southern Power on which Ohio Bell has attachments, does Ohio
8 Bell pay Columbus Southern Power a fee in accordance with the
9 joint use agreement?

10 A. The poles that Ohio Bell or Ameritech has attachments to
11 under the joint use agreement enter into the calculation for the
12 rate; and if a bill would, in effect, be due of Ameritech, it
13 would be paid by Ameritech.

14 Q. Does -- Does the amount that would be paid for by the
15 telephone company, Ohio Bell, attachment to a Columbus Southern
16 Power pole change depending on how many telephone lines there
17 are that are attached to that pole?

18 A. The amount that's paid doesn't have anything to do with the
19 number of lines that are attached to the pole, no.

20 Q. So if there's three lines on a pole, the amount is going to
21 be the same as if there's one line?

22 A. They pay for three feet of space on the pole whether they
23 have one installation there or three installations there.

24 Q. And when there's two installations on a pole and a third
25 one is added, then the fee doesn't go up?

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1 A. That's correct.

2 Q. When there -- On those Columbus Southern Power poles where
3 there's telephone lines, does the fee that Ameritech pays to
4 Columbus Southern Power go up when New Media places an
5 attachment on that pole?

6 A. Could you repeat that or read that back?

7 Q. Sure. Let me break it down. We're talking about a
8 Columbus Southern Power pole that has a telephone attachment on
9 it subject to the joint use agreement, correct?

10 A. Okay.

11 Q. You call that a joint use pole?

12 A. Okay.

13 Q. And Ameritech pays a fee for that pole, right?

14 A. Right.

15 Q. Now, does that fee go up when a New Media -- a New Media
16 attachment is added to that pole?

17 A. No, it doesn't.

18 Q. Does the amount that Ameritech would pay Columbus Southern
19 Power under the joint use agreement vary depending on whether
20 the Ameritech attachments are within the three feet of space
21 that's identified in Section 2.02 of the agreement?

22 A. The normal space allocations that are identified in the
23 agreement are approximations. Therefore, for purposes of
24 negotiating, they're not meant to be held up as -- as being all
25 inclusive of the amount of space that's actually used on the

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1 pole.

2 Q. So if Ameritech hypothetically used four feet of space on a
3 particular pole, the fee that they'd pay for that amount of
4 space wouldn't be any different from poles where it was using
5 three feet?

6 A. There are provisions in the agreement that would allow them
7 to purchase additional height on the pole, so there would be a
8 fee associated with that possibly; but in terms of the rate that
9 would be charged for the installation itself, that would not
10 change.

11 Q. And if New Media were to make an attachment to a Columbus
12 Southern Power pole on which there are telephone lines, that
13 attachment was not within this three feet of space, would the
14 amount that Ameritech would pay Columbus Southern Power under
15 the joint use agreement change?

16 A. There possibly would be the purchase of additional height,
17 but that would not change the amount that was paid under the
18 agreement for the annual rental.

19 Q. What do you mean when you talk about purchasing additional
20 height?

21 A. There are provisions in the joint use agreement to allow
22 either party to purchase additional height on a pole. So, for
23 example, if Columbus Southern Power decides to install
24 facilities that take up more than nine feet, or if, in this
25 case, Ameritech would desire to make an installation that would

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1 take up more than three feet, they can purchase additional
2 height on that pole to do so.

3 Q. Do you have any knowledge as to whether that's happened in
4 any instances with respect to any New Media attachments on
5 Columbus Southern Power poles?

6 A. I believe it has.

7 Q. On how many occasions?

8 A. I don't know.

9 Q. More than a couple?

10 A. I really don't know.

11 Q. What would the basis for your knowledge be that that's
12 happened?

13 A. From talking to the people that take care of the permits in
14 the field.

15 Q. Where would that billing appear? Would that be added to
16 the annual bill sent to Ameritech?

17 A. No, it wouldn't. To be honest with you, I'm not that
18 familiar with Columbus Southern Power's billing procedure in
19 that area.

20 THE EXAMINER: Before we leave this line of questions,
21 I was going to ask you just a question.

22 If -- Is it the policy of Columbus Southern that
23 regardless of how many attachments are made within the space
24 that you have leased to Ameritech under the joint use agreement,
25 the fee does not change; is that correct?

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1 THE WITNESS: Right.

2 THE EXAMINER: If there's no attachments, or if there
3 are three attachments, or two attachments, or one attachment,
4 the fee would remain the same?

5 THE WITNESS: There has to be one for there to be a
6 fee. If there's no attachments, it's not a joint use pole.

7 THE EXAMINER: Okay. So there have to be some
8 attachments?

9 THE WITNESS: There has to be one attachment at least.

10 THE EXAMINER: If someone attaches to a -- a Columbus
11 Southern pole in space that is encompassed under the joint use
12 agreement, who does that attaching party pay an attachment fee
13 to?

14 THE WITNESS: Who is the first someone in your -- When
15 you started off you said "If someone attaches".

16 THE EXAMINER: If there's space on a Columbus Southern
17 pole and it's part -- it's included within the joint use
18 agreement, okay?

19 THE WITNESS: The space?

20 THE EXAMINER: The space.

21 THE WITNESS: Okay.

22 THE EXAMINER: And by your answer earlier you said
23 there had to be at least one attachment to be subject to a joint
24 use agreement.

25 THE WITNESS: Right.

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1 THE EXAMINER: If another company comes along and
2 attaches to that space, does the -- does the bill for its
3 attachment -- who does it pay its attachment fee, "it" being the
4 an attaching party, who does it pay?

5 THE WITNESS: The attaching party that's not a party
6 to the joint use?

7 THE EXAMINER: Correct.

8 THE WITNESS: It pays Columbus Southern Power on
9 Columbus Southern Power poles; and on Ameritech poles, if they
10 would make an attachment like that in space that would be,
11 according to this agreement, within the nine feet that Columbus
12 Southern Power has a right to on an Ameritech pole, that fee
13 would go back to Ameritech. So it goes back to the pole owner.

14 THE EXAMINER: So it's paid to -- If -- If New Media
15 attaches, makes an attachment in space that Ameritech has under
16 its joint use agreement, New Media pays Ameritech or Columbus
17 Southern?

18 THE WITNESS: If New Media makes an attachment under
19 Ameritech space on Columbus Southern's poles?

20 THE EXAMINER: Yes.

21 THE WITNESS: It's made under the joint use agreement.

22 THE EXAMINER: Who does it pay its fee to?

23 THE WITNESS: The bill is issued to Ameritech.

24 THE EXAMINER: And the company would then pay
25 Ameritech? Columbus Southern would bill Ameritech?

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1 THE WITNESS: Columbus Southern would bill Ameritech.

2 THE EXAMINER: For the attachment made by somebody
3 other than Ameritech within Ameritech's space?

4 THE WITNESS: No. Only --

5 THE EXAMINER: Okay.

6 THE WITNESS: You said Ameritech New Media. Only
7 because Ameritech New Media is an affiliate --

8 THE EXAMINER: No, no. I'm saying -- Let's try this
9 again.

10 Ameritech, the phone company, has three feet of space
11 under the joint use agreement with Columbus Southern.

12 THE WITNESS: Okay.

13 THE EXAMINER: New Media, the cable company, makes an
14 attachment within that space that Ameritech has rented or
15 obtained through the joint use agreement.

16 Is New Media billed by Columbus Southern for their
17 attachment?

18 THE WITNESS: On the pole that you described where
19 Ameritech was already present?

20 THE EXAMINER: Yes.

21 THE WITNESS: Under the joint use agreement there
22 would not be additional billing to either Ameritech or a bill
23 generated to Ameritech New Media for that attachment.

24 THE EXAMINER: Okay. Okay.

25 MR. DUTTON: Your Honor, would this be a convenient

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1 time for a break?

2 MR. DOWNEY: Fine with me, your Honor.

3 THE EXAMINER: Okay. Let's take a brake.

4 MR. DUTTON: Thank you, your Honor.

5 (Brief recess taken.)

6 THE EXAMINER: Let's go back on the record.

7 I had another question for you. There --

8 Complainants' Exhibit 8 is a pole attachment agreement between
9 Columbus Southern Power and Ameritech New Media.

10 THE WITNESS: Yes.

11 THE EXAMINER: And this was dated June 22nd -- or,
12 June 27th, I guess would be the effective date, of 1995.

13 Were pole attachment agreements made -- Well, let me
14 ask you this: Is this still in effect?

15 THE WITNESS: No, it's not.

16 THE EXAMINER: Okay. Now, what made this document --
17 or, this agreement, what superseded this agreement?

18 THE WITNESS: The contract between -- The joint use
19 contract between Ameritech, Columbus Southern Power, Ohio Power
20 and Indiana Michigan; that's part of my testimony.

21 THE EXAMINER: And that agreement was dated -- That
22 was effective on May 5th of 1996; is that correct? That's what
23 it purports to be signed at?

24 THE WITNESS: Did you say May what?

25 THE EXAMINER: I said May 5th. I'm sorry. May

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1 28th --

2 THE WITNESS: Yes.

3 THE EXAMINER: -- of '96.

4 THE WITNESS: Yes.

5 THE EXAMINER: Okay. But during the period of May 5th
6 of -- I'm sorry, of June 27th, '95 until May 28th, '96, the pole
7 attachment agreement between Ameritech New Media and Columbus
8 Southern was in effect; is that correct?

9 THE WITNESS: Yes.

10 THE EXAMINER: Okay. During that time, was New Media
11 making attachments to Columbus Southern poles?

12 THE WITNESS: Yes, they were.

13 THE EXAMINER: Okay. Were they paying any attachment
14 fees to Columbus Southern?

15 THE WITNESS: During that time --

16 THE EXAMINER: Yes.

17 THE WITNESS: -- there were no bills rendered from --

18 THE EXAMINER: No bills rendered to --

19 THE WITNESS: -- for those attachments.

20 THE EXAMINER: And there were no bills rendered to
21 either Ameritech the phone company, or New Media?

22 THE WITNESS: That's correct.

23 THE EXAMINER: And why was that?

24 THE WITNESS: It wouldn't -- The billing cycle hadn't
25 come up.

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1 THE EXAMINER: Okay.

2 THE WITNESS: The Ameritech agreement is billed some
3 time around -- I believe it's the first of July, based on the
4 contract, and the billing for the pole attachment agreement's --
5 there was a bill that had the pole attachment agreement's date
6 that, in effect, would have been generated according to
7 Mr. Shaffer's letter. The -- At the time the bill should have
8 been generated, the records were not reconciled, so there
9 wasn't -- we couldn't generate a bill.

10 THE EXAMINER: Okay. Why couldn't they be reconciled?

11 THE WITNESS: There was a lot of paperwork that was
12 backlogged and contacts had not been entered into the mainframe
13 program.

14 THE EXAMINER: How many attachments had New Media made
15 at the point in time when Complainants' Exhibit 9, the June
16 28th, 1995 -- Strike that.

17 At the time of the joint use agreement that's dated
18 May 28th, 1996, how many pole attachments had New Media made up
19 to that point?

20 THE WITNESS: The first bill that was issued under the
21 joint use agreement included, I believe it was, 1,034 Ameritech
22 New Media contacts on poles where Ameritech was not present.

23 THE EXAMINER: Okay.

24 THE WITNESS: As far as the number of contacts that
25 were made on poles where Ameritech was already present, I don't

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1 know how many that is.

2 THE EXAMINER: And the -- Normally, those thousand or
3 so attachments by New Media where there was no telephone
4 attachment, who would -- why wasn't New Media sent a bill for
5 those?

6 THE WITNESS: They were billed for those under the
7 joint use agreement at the joint use rate.

8 THE EXAMINER: And were they -- were they billed, or
9 was Ameritech the phone company billed?

10 THE WITNESS: The bill was actually issued to
11 Ameritech, a copy was sent to New Media. And the contacts that
12 were Ameritech New Media contacts on poles where Ameritech
13 wasn't present was -- I don't think it was on the bill itself,
14 it might have been on a supplement, but it was a line item that
15 showed the number of contacts that were Ameritech New Media
16 contacts that were figured into that bill.

17 THE EXAMINER: So every New Media attachment has been
18 billed through Ameritech the phone company; is that correct?

19 THE WITNESS: Yes.

20 THE EXAMINER: There has never been a bill sent
21 directly to New Media for any attachment New Media's made to a
22 Columbus Southern pole?

23 THE WITNESS: No.

24 THE EXAMINER: Okay. You may proceed.

25 MR. DOWNEY: Thank you, your Honor.

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1 BY MR. DOWNEY:

2 Q. Ms. Wagner, I want to ask you about the pole attachment
3 agreement marked as Exhibit 8. And specifically in connection
4 with your testimony when you referred to a billing cycle, is
5 there a billing cycle or a -- or a time period provided for
6 billings under the pole attachment agreement marked as
7 Exhibit 8?

8 A. Yes. Under Paragraph 16, Annual Charges and Fees.

9 Q. And what is the date provided there on which the bill was
10 supposed to be generated?

11 A. The anniversary date of the contract.

12 Q. Okay. On this contract, the anniversary date is January
13 the 1st; is that what Page 1 says?

14 A. Yes.

15 Q. So that would be -- The first anniversary date after the
16 execution of this agreement would have been January 1st of 1996,
17 correct?

18 A. That's correct.

19 Q. That's consistent with Mr. Shaffer's memo, which we've
20 marked as Exhibit 9, which discusses the January 1st, 1996 date
21 as the date when this company would be invoiced for their
22 initial contact fees, right?

23 A. That's right.

24 Q. When Coaxial and Time Warner make their attachments to
25 Columbus Southern Power poles, they're required by Columbus

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1 Southern Power to do so in accordance with the pole attachment
2 agreements that they have with Columbus Southern Power; is that
3 true?

4 A. Yes.

5 Q. And is there a process that Coaxial and Time Warner are
6 required to go through when they're going to make an attachment
7 onto a Columbus Southern Power pole?

8 A. Yes, there is.

9 Q. And would you refer to that generally as the permitting
10 process?

11 A. Yes.

12 Q. Or would you use some other term?

13 A. I would refer to it as the permitting process.

14 Q. Can you describe generally the permitting process that
15 Coaxial and Time Warner have followed when they're making
16 attachments to Columbus Southern Power poles?

17 A. The permitting process that all attachees under pole
18 attachment agreements would follow is that they would submit a
19 request on a company form to make attachments at a specific --
20 Hopefully, they're able to get a pole number. If not, they give
21 an address or some type of a specific location. And that
22 request is sent to the area of Columbus Southern Power. And by
23 "area" I mean the specific office that -- that would have a
24 responsibility for making those types of assessments for the
25 poles. So in Columbus it would be the Columbus region office.

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1 And the field personnel then do internal records checks to
2 verify that the information provided on the permit or
3 application is correct. And by that information, if there is no
4 grid number, there's only a -- an address, they'll try to get a
5 grid number from the maps prior to going out in the field to
6 determine if, indeed, it is our pole to start with.

7 It's a -- It's a fairly common mistake for permits to come
8 in identifying poles as Columbus Southern Power or Ohio Power
9 poles, whatever the case may be, when, in fact, they're not
10 owned by us. We try to determine that before we go out in the
11 field.

12 They would then do a field inspection of the facility to
13 determine whether or not the pole could accommodate the request.
14 They would then document any necessary information or pertinent
15 relevant information to that request on the document. If there
16 was no make ready required, they would notify the party that
17 requested the attachment that they could make their attachments.
18 And if there were things that needed to be done prior to that
19 attachment, rearrangement of facilities, poles to be changed
20 out, et cetera, they would be notified of that.

21 In some cases, if a pole is too costly, in their opinion,
22 to be changed out, for example, they'll decide to delete parts
23 of the permit, they'll decide to go underground, or they'll
24 decide to go ahead and pay for the pole to be changed out. In
25 which case if they decided to go ahead and pay for the pole to

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1 be changed out, once that work is -- they have paid for that
2 work and that work is done, then they get the permission to go
3 ahead and make the attachments.

4 MR. DOWNEY: May I approach, your Honor?

5 THE EXAMINER: Yes.

6 - - -

7 Thereupon, Complainants' Exhibit No. 10
8 was marked for purposes of identification.

9 - - -

10 BY MR. DOWNEY:

11 Q. Ms. Wagner, I have handed you a document which I have
12 marked as Complainants' Exhibit 10.

13 Would you please take a moment to review that document and
14 let me know when you're finished?

15 (Pause.)

16 A. I'm finished.

17 Q. Are you familiar with Exhibit 10?

18 A. I've seen it before.

19 Q. Was Exhibit 10 among the documents that you gathered or
20 directed others to gather for production to the Complainants in
21 response to their request for documents?

22 A. Yes, it was.

23 Q. Where was this document?

24 A. This document came from the Columbus Region's Information
25 Section's records.

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1 Q. And is this a document that's prepared and maintained in
2 the regular course of business of Columbus Southern Power?

3 A. This particular document is from a corporate procedure
4 manual which has been abandoned. At the time the procedure
5 manual was in use, it would have been prepared and maintained in
6 the course of normal business.

7 Q. This particular section of the procedure manual that I have
8 marked as Exhibit 10 is no longer in use with Columbus Southern
9 Power?

10 A. The procedure manual itself is -- When Columbus Southern
11 Power and Ohio Power combined, the procedure manual itself was
12 being reviewed in an attempt to combine the different procedures
13 from the different operating companies. And, to my knowledge,
14 that's never been completed, so the -- the manual is no
15 longer -- there's no longer updates, it's no longer maintained;
16 but this was a practice -- or, part of that procedure manual at
17 one time.

18 Q. Can you tell from reviewing the document whether this
19 document generally describes the permitting process that you
20 described a few moments ago in your testimony?

21 A. If you'd like me to take a minute and read it. I'm not
22 real familiar with it.

23 Q. Sure. If you wouldn't mind, please.

24 A. Sure.

25 (Pause.)

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1 I'd say it -- it generally characterizes the procedure that
2 I described to you. There are a lot of the -- the form numbers
3 that I don't think are still in existence in the form that they
4 are here or at all. To some extent, the terminology is -- is --
5 in some cases may be different than I'm familiar with; but I
6 think it generally describes the procedure.

7 Q. Does this manual -- or, did this manual describe the
8 procedure that Ohio Bell would follow when it wanted to place
9 one of its lines on a Columbus Southern Power pole?

10 A. I don't know that. It's titled "CATV and Other 'Third
11 Party' Permits". I'm not familiar with it enough to know if --
12 unless I missed something referencing joint use when I'm reading
13 it.

14 Q. But this would be, the one we've marked as Exhibit 10,
15 would be for CATV?

16 A. It's titled "CATV and Other 'Third Party' Permits".

17 Q. And in this context, what does "CATV" mean?

18 A. Cable.

19 Q. Cable television?

20 A. Cable television.

21 Q. Under the joint use agreement that is currently in effect
22 between Ameritech and Columbus Southern Power and Ohio Power, is
23 there a procedure under -- or, by which Ameritech would seek
24 permission to attach to a Columbus Southern Power pole?

25 A. Yes, there is. And the procedure is -- is very similar to

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1 what I described to you. I just didn't want to represent that
2 this document covered this because I'm not familiar with this --
3 this old policy manual.

4 Q. There is a procedure where Ameritech would submit a request
5 for attachment to a -- to Columbus Southern Power with respect
6 to some Columbus Southern Power poles?

7 A. Yes.

8 Q. And does Ameritech follow that procedure with respect to
9 Columbus Southern Power poles on which it already has pole
10 attachments?

11 A. The procedure encompasses additions, additional
12 installations, as well as new installations.

13 Q. So it would be fair to say that under the procedure that's
14 provided in the joint use agreement, the phone company, when it
15 wants to add a second line on a pole where it already has a --
16 one telephone line, it would make a request for permission to
17 attach to that pole?

18 A. There is a procedure in place for them to be able to do
19 that.

20 Q. And is the procedure different depending on whether there's
21 already telephone lines on the pole?

22 A. No.

23 Q. And is the procedure similar to the procedure that you
24 outlined earlier that was the one that applied to cable TV
25 companies?

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1 A. The procedure in terms of the requesting permission?

2 Q. Right.

3 A. Yes.

4 Q. And based on your experience, has Ameritech, the telephone
5 company, followed that procedure when it's wanted to make
6 attachments to Columbus Southern Power poles?

7 A. To the best of my knowledge, they follow that procedure
8 when they're making initial attachments.

9 Q. When they're making initial attachments?

10 A. Yes.

11 Q. And that would be distinguished from when they're making
12 attachments to poles on which they already have telephone lines?

13 A. Yes.

14 Q. And so are you saying on poles where there already are
15 telephone lines, your experience has been that Ameritech, the
16 telephone company, does not follow the newer procedure?

17 A. I don't have as much experience with that.

18 Q. So you wouldn't be able to say one way or the other?

19 A. With respect to Ameritech's attachments, I would not be
20 able to say that, no.

21 THE EXAMINER: Who -- How does Columbus Southern know
22 when -- if Ameritech is -- can attach more than one attachment
23 within its three feet of space according to the joint use
24 agreement? When does Columbus Southern become notified that an
25 attachment is made within that space?

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1 THE WITNESS: For an initial attachment?

2 THE EXAMINER: An attachment subsequent to the
3 telephone company's attachment.

4 THE WITNESS: The joint use agreement requires them to
5 permit for that.

6 THE EXAMINER: So an entity that seeks to attach to
7 space that is within Ameritech's three feet has to enter into an
8 agreement with Ameritech?

9 THE WITNESS: No, I'm sorry, I thought you meant
10 Ameritech themselves.

11 THE EXAMINER: No.

12 THE WITNESS: Okay. Can you ask me again?

13 THE EXAMINER: Okay. When does Columbus -- There is
14 a -- Hypothetically, there is a phone attachment, a telephone
15 cable, telephone wire attached to a Columbus Southern pole
16 that's subject to a joint use agreement. That attachment is
17 made by Ameritech within the three feet that it has subject to
18 the joint use agreement, okay?

19 THE WITNESS: Okay.

20 THE EXAMINER: Another entity wants to attach within
21 that three feet of space. Who does that entity go to to attach
22 to that three feet of space?

23 THE WITNESS: They would come to the pole owner, which
24 I think is Columbus Southern Power in your example.

25 THE EXAMINER: Okay. And would they attach pursuant

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1 to some -- Who would they enter into an agreement with or
2 contract with or a license with to attach to the pole?

3 THE WITNESS: The joint use agreement that's between
4 Ameritech and Columbus Southern has a provision in it for the
5 pole owners to allow the attachments of third parties into the
6 space that is licensed to the other party, the other party in
7 this example being Ameritech --

8 THE EXAMINER: Okay.

9 THE WITNESS: -- in an effort to reduce the amount of
10 make-ready expenses that a third party might have to pay.

11 In the scenario that you described where there's only
12 one Ameritech attachment on the pole --

13 THE EXAMINER: Right.

14 THE WITNESS: -- the joint use agreement allows the
15 pole owner, AEP, with Ameritech's consent, to put another
16 attachment in that space.

17 THE EXAMINER: And who does the third party sign an
18 agreement with to attach to the pole of CSP?

19 THE WITNESS: It would be covered under the agreement
20 that they had with CSP. There wouldn't be an agreement
21 necessary for -- between Ameritech and that party for the space
22 that's on CSP poles.

23 THE EXAMINER: Okay. And -- But CSP, Columbus
24 Southern, would bill Ameritech -- send Ameritech a bill for
25 that -- No, they wouldn't send any more bills to Ameritech for

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1 that attachment, is that correct, because Ameritech can attach
2 as many as they want within that three feet of space?

3 THE WITNESS: That's correct. They would send the
4 bill to the party making the attachment.

5 THE EXAMINER: Ameritech would?

6 THE WITNESS: No, the pole owner, CSP would.

7 THE EXAMINER: The pole owner would send a bill to
8 Ameritech for their attachment?

9 THE WITNESS: The pole owner would send a bill to
10 Ameritech for their attachment in the three feet of space, and
11 they would send a bill to the party, the other party that you
12 described, which I thought from your example was other than
13 Ameritech or Ameritech -- an affiliate of Ameritech.

14 THE EXAMINER: I thought your testimony was that New
15 Media has made attachments to Columbus Southern poles within the
16 three feet of space that's subject to the joint use agreement
17 but does not receive a bill.

18 THE WITNESS: It's billed under the joint use
19 agreement with Ameritech. It's --

20 THE EXAMINER: It is billed in -- It is -- It doesn't
21 receive a bill from Columbus Southern; Ameritech receives a bill
22 from Columbus Southern?

23 THE WITNESS: That's right.

24 THE EXAMINER: Okay. So New Media is not billed by
25 Columbus Southern?

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1 THE WITNESS: Right.

2 THE EXAMINER: Okay. For its attachment within the
3 Ameritech space on the joint use pole.

4 THE WITNESS: Right.

5 THE EXAMINER: That's correct, right?

6 THE WITNESS: Yes.

7 THE EXAMINER: Does the joint use agreement that
8 Columbus Southern -- or, AEP has with Ameritech, what poles does
9 that cover? Only poles where Ameritech has an attachment?

10 THE WITNESS: The pole -- The poles covered -- Any --
11 Any pole could become part of the agreement once either CSP made
12 an attachment to an Ameritech pole covered by the agreement, or
13 vice versa. Until there is actually an attachment by both
14 parties, it's not counted as a joint use pole.

15 THE EXAMINER: Okay.

16 THE WITNESS: But they have, under this agreement, the
17 right to make an attachment to a pole that they hadn't made an
18 attachment to before.

19 THE EXAMINER: Okay. All right.

20 BY MR. DOWNEY:

21 Q. What you were describing about New Media not getting a bill
22 when it places an attachment on a Columbus Southern Power pole,
23 that's different than the relationship between Columbus Southern
24 Power and Coaxial Communications; is that right?

25 A. Could you rephrase the question?

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1 Q. Well, let me ask it this way: When Columbus -- Or, strike
2 that.

3 When Coaxial Communications places an attachment on
4 Columbus Southern Power, Coaxial Communications gets a bill from
5 Columbus Southern Power?

6 A. That's true.

7 Q. And that's true regardless of whether that attachment of
8 Coaxial is within the joint use space?

9 A. Yes.

10 Q. The bill still comes from Columbus Southern Power?

11 A. Yes, it does.

12 Q. And that's also true for Warner Cable; they would get a
13 bill from Columbus Southern Power when they place an attachment
14 on a Columbus Southern Power pole?

15 A. That would be true for any attachment that was going to be
16 billed that was placed in the loaned space of Ameritech.

17 THE EXAMINER: Well, let me make sure of this.

18 So you're saying if Time Warner or Coaxial made an
19 attachment in the three feet of space that Ameritech has under
20 the joint use agreement, you would bill Coaxial and Time Warner
21 directly?

22 THE WITNESS: That's correct.

23 THE EXAMINER: Why would you not bill -- Why wouldn't
24 you treat them the same as you would treat New Media?

25 THE WITNESS: Coaxial and Warner are making that

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1 attachment under a pole attachment agreement, and they make that
2 attachment in the loaned space with the understanding that
3 should Ameritech desire to use all of its space, they might be
4 required to move. So they make that attachment to avoid make
5 ready. And it's -- it's a pole attachment in Columbus Southern
6 Power's mind.

7 The Ameritech New Media attachment is covered under
8 the rate that Ameritech pays for the use of three feet of space
9 on the poles for itself and its affiliates and subsidiaries.

10 THE EXAMINER: So if -- So you're treating New
11 Media -- Well, strike that.

12 If Time Warner, or Coaxial, or any other entity
13 attaches within the three feet of space that is subject to the
14 joint use agreement that AEP has with Ameritech, they are billed
15 directly by AEP?

16 THE WITNESS: For the tariffed pole attachment rate.

17 THE EXAMINER: Okay.

18 MR. DOWNEY: Your Honor, if I could just follow up.

19 THE EXAMINER: Okay.

20 BY MR. DOWNEY:

21 Q. Coaxial and Time Warner are billed for their attachments by
22 Columbus Southern Power regardless of whether those attachments
23 are or are not within the joint use space; is that right?

24 A. That is right.

25 Q. New Media is not billed by Columbus Southern Power

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1 regardless of whether New Media's attachment is or is not within
2 the joint use space, correct?

3 MR. DUTTON: Object -- Never mind.

4 THE WITNESS: Could you --

5 THE EXAMINER: Would New Media be billed directly by
6 Columbus Southern if it attached at a point on the pole outside
7 the joint use space?

8 THE WITNESS: If New Media's attachments are being
9 made under the Ameritech agreement, Ameritech is on the pole,
10 they are in Ameritech's joint use space.

11 THE EXAMINER: What if they are outside of Ameritech's
12 joint use space? If New Media -- If New Media made an
13 attachment to the pole outside the three-foot zone that is
14 included within the joint use agreement, would you bill New
15 Media -- would Columbus Southern bill New Media, or would
16 Columbus Southern still bill Ameritech for that New Media
17 attachment?

18 THE WITNESS: If Ameritech and Ameritech New Media
19 attachments are outside of the three feet, which again is just a
20 general guideline, then Ameritech would have purchased
21 additional height on the pole to include attachments made by it
22 and its affiliates or subsidiaries outside of the three feet,
23 and there would not be an additional charge for the annual rate
24 for that pole on top.

25 THE EXAMINER: Is that true if there -- if there is or

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1 is not a telephone attachment on the pole?

2 THE WITNESS: Well, if there isn't a telephone
3 attachment on a pole, they wouldn't have -- they wouldn't have
4 paid additional height.

5 THE EXAMINER: No. If there's no telephone -- If
6 there's no Ameritech attachment on the pole, New Media wants to
7 attach to the pole --

8 THE WITNESS: Okay.

9 THE EXAMINER: -- are they billed directly for their
10 attachment?

11 THE WITNESS: They're billed as part of the Ameritech
12 bill. They're not billed -- A bill -- separate bill doesn't go
13 to Ameritech New Media.

14 THE EXAMINER: Okay. Thank you.

15 THE WITNESS: I don't know if internally Ameritech
16 does anything with that bill; but the bill that we sent went to
17 Ameritech.

18 THE EXAMINER: Okay.

19 BY MR. DOWNEY:

20 Q. Ms. Wagner, I would like to return back to the process
21 which we talked about as being the permitting process.

22 Would it be accurate to state that the initial stage of
23 that permitting process or what starts the permitting process is
24 the request from the proposed attaching party for permission to
25 attach to a pole or series of Columbus Southern Power poles?

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- 1 A. Yes.
- 2 Q. That's the first step?
- 3 A. Yes.
- 4 Q. Does New Media submit to Columbus Southern Power requests
5 for permission to attach to Columbus Southern Power poles?
- 6 A. Yes, they do.
- 7 Q. Does New Media submit such requests for Columbus Southern
8 Power poles on which there are already telephone lines?
- 9 A. In some instances, they have.
- 10 Q. Was -- Did there come a time that New Media stopped doing
11 that?
- 12 A. Yes.
- 13 Q. And are they doing that currently?
- 14 A. Not to my knowledge.
- 15 Q. And --
- 16 A. To the extent that those requests -- that a request might
17 contain a mixture, but to the extent that it would be a request
18 entirely for attachments on poles where Ameritech is already on
19 the pole, that did stop.
- 20 Q. And when that -- or, after that stopped, that never started
21 again, that New Media would submit requests for attachment to
22 poles on which there are already telephone attachments?
- 23 A. Not to my knowledge.
- 24 Q. Do you know when New Media stopped doing that?
- 25 A. I'm not sure. It would be sometime prior to the letters

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1 that I sent them regarding that, but I don't remember exactly
2 when it stopped.

3 Q. One of the letters was your letter dated October of 1996
4 that you attached to your testimony?

5 A. Yes, October 4th of 1996. But I'm not sure how much prior
6 to that.

7 Q. Had they stopped doing that prior to March the 8th, 1996?

8 A. I don't believe so, but I can't be certain.

9 Q. If I were to show you a note of a -- what appears to be a
10 telephone conversation with someone at New Media, would that
11 refresh your recollection as to whether New Media had stopped
12 submitting requests for attachment to Columbus Southern Power
13 poles on which there were already phone lines prior to March
14 8th, 1996?

15 A. Possibly.

16 MR. DOWNEY: May I approach, your Honor?

17 THE EXAMINER: Yes.

18 BY MR. DOWNEY:

19 Q. Ms. Wagner, I'm going to show you a document that was among
20 the documents that was produced by counsel for AEP in discovery.

21 What I'm handing you is a four-page document of handwritten
22 notes, and I'll direct your attention specifically to the third
23 page which appears to be a Xerox of a Post-it note.

24 A. Okay.

25 Q. Does reviewing that Post-it note refresh your recollection

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1 as to whether you had a conversation with someone at New Media
2 on March the 8th, 1996?

3 A. Yes, it does.

4 Q. And did you have such a conversation?

5 A. Yes, I did.

6 Q. And with whom did you have that conversation?

7 A. John Aulicino.

8 Q. Could you spell Aulicino?

9 A. A-u- -- It's my spelling, I'm not sure it's correct --
10 A-u-l-i-n-c-i-n-o.

11 Q. And does that note refresh your recollection as to whether
12 or not you discussed with Mr. Aulicino the subject of New Media
13 submitting requests for permission to attach to Columbus
14 Southern Power poles?

15 A. Yes.

16 Q. And does reviewing this note refresh your recollection in
17 regards to whether or not New Media had stopped submitting
18 requests for attachment on Columbus Southern Power poles on
19 which there were already telephone lines prior to March 8th,
20 1996?

21 A. Yes, it does.

22 Q. And --

23 A. That was --

24 Q. And had they stopped doing that?

25 A. As I started to say, it does refresh my recollection. That

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1 was not the discussion that's on this Post-it note.

2 Q. Okay. Had they stopped submitting requests for attachment
3 to Columbus Southern Power poles prior to March 8, 1996?

4 A. I still don't remember.

5 Q. Okay. Do you know whether they had -- Strike that.

6 Do you know whether New Media had stopped submitting
7 requests for attachment to Columbus Southern Power poles on
8 which there were already telephone lines prior to July 1996?

9 A. I really would just be speculating. I honestly don't
10 remember when they stopped doing that.

11 Q. Let me, if I could, direct your attention to Exhibit 5 to
12 your testimony.

13 A. Okay.

14 Q. Exhibit 5 to your testimony is a July 2nd letter from
15 Joseph Vipperman to Mr. Aulicino.

16 A. Yes.

17 Q. And directing your attention specifically to the second
18 page of the letter, the second paragraph -- Strike that. I'm
19 sorry. That's not the right reference.

20 I'd ask you, if you would, to take a moment, Ms. Wagner, to
21 review this letter, tell me if it refreshes your recollection as
22 to whether or not New Media had stopped submitting requests for
23 attachment to Columbus Southern Power poles on which there were
24 phone lines prior to July 2nd, 1996.

25 A. I remember the letter.

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1 Q. Does the letter refresh your recollection that New Media
2 had stopped submitting those requests for attachment prior to
3 July 1996?

4 A. Yes. My recollection of both the discussion in this letter
5 and on the sticky Post-it note that you showed me earlier was
6 the concern was that Ameritech New Media was building out on
7 ahead of the permitting process, and we were getting the permits
8 for attachment -- when we went to review the permits for
9 attachment, the construction was already built; which is a
10 problem that we've had on numerous occasions with many different
11 types of pole attachees. That was -- That was the gist of this
12 letter and on the note from the phone conversation.

13 Q. Okay. So the concern you had in March of '96 and the
14 concern Mr. Vipperman discusses in his July '96 letter is that
15 New Media was submitting requests for attachment but then going
16 ahead and building before they got the permission from Columbus
17 Southern Power to attach?

18 A. There was -- Yes. There was -- There was a -- By the time
19 the permit came in and the field -- the field people went out,
20 the construction was either done or in the process of being
21 done. And that was the -- the subject of those two documents.

22 Q. The subject being that New Media was doing that, making
23 attachments before they got the permit to do that?

24 A. Before we -- Before we were reviewed -- had reviewed the
25 permit.

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1 Q. And that had been going on for some months before this July
2 '96 letter?

3 A. I'm not sure how long that had been going on.

4 Q. Who is Mr. Vipperman?

5 A. I'm not sure I know his title, and that's -- He is
6 executive vice president of energy delivery.

7 Q. Is he your direct boss?

8 A. No, he's not.

9 Q. Is there someone between you and Mr. Vipperman in the chain
10 of command?

11 A. Yes, there is.

12 Q. Who would that be?

13 A. That would be Rex Cassidy -- At this time it was Carl
14 Erickson, Rex Cassidy and Gerry Samms.

15 Q. Let me direct your attention, Ms. Wagner, to Exhibit 6 to
16 your testimony, which is your October 4th letter.

17 A. Okay.

18 Q. And, again, you address in this letter the subject of New
19 Media attaching without having received permission to attach
20 from Columbus Southern Power; is that right?

21 A. What specifically are you --

22 Q. Well, if you -- Let me direct your attention to Page 1, the
23 second paragraph, the third sentence.

24 A. Yes. The third sentence in the second paragraph refers to
25 that, and then the paragraph below refers to the other

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1 situation.

2 Q. Okay. The first situation you're referring to is they made
3 a request for permission to attach but then went ahead and
4 attached before they got the permission, right?

5 A. That's right.

6 Q. Now, was that on poles where there were telephone
7 attachments already existing, or on poles that didn't yet have
8 telephone attachments, or both?

9 A. Both.

10 Q. And had that been a concern of AEP going all the way back
11 to March 8th, 1996 in your discussion with Mr. Aulicino that
12 that was happening both on CSP poles that had phone attachments
13 and on ones that did not?

14 A. I'm sorry, could you -- could you repeat that?

15 Q. I'll rephrase the question.

16 Your discussion with Mr. Aulicino at New Media in March of
17 '96 where you're talking about them building ahead of getting
18 the permit to attach, was that a situation that was occurring
19 both on CSP poles that had phone lines, and on CSP poles that
20 did not have phone lines in March of '96?

21 A. To the extent that both of those poles would be on a
22 permit, yes.

23 Q. Was that also true in July of 1996 when Mr. Vipperman wrote
24 his letter?

25 A. Yes, I believe it was.

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1 Q. Going back to your letter to Mr. Switzer on October the
2 4th, 1996, the first page, the third paragraph.

3 A. Yes.

4 Q. You're discussing here a different permitting issue than
5 the issue of submitting a request for a permit but then building
6 before you get the permit; is that right?

7 A. Yes.

8 Q. Here you're talking about not even submitting the request;
9 is that right?

10 A. On this document, I'm talking about a request for
11 attachment to poles where Ameritech was already present.

12 Q. So we're talking specifically about CSP poles on which
13 there are Ameritech telephone lines?

14 A. Yes.

15 Q. With respect to those poles, at some point prior to October
16 4th, 1996 New Media had stopped submitting requests for
17 permission to attach?

18 A. To poles where Ameritech was already present.

19 Q. To those poles?

20 A. Yes.

21 Q. And have you sent any correspondence to anyone at New Media
22 about that issue since this letter of October 4th, 1996?

23 A. I have not sent any correspondence, no.

24 Q. And you are the supervisor of joint use for --

25 A. Manager of joint use.

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1 Q. -- Columbus Southern Power?

2 Manager of joint use?

3 A. For AEP.

4 Q. Were you at one time the supervisor of joint use for AEP?

5 A. Yes.

6 Q. Was there a difference between titles, or was it just a
7 change in title from being the supervisor of joint use to being
8 the manager of joint use?

9 A. Yes, it was.

10 Q. And, to your knowledge, has New Media made attachments to
11 CSP poles on which there are phone lines since October 4th,
12 1996?

13 A. I don't have personal knowledge of that.

14 Q. Based on your knowledge of the company's records and what
15 you may have been told by others within Columbus Southern Power,
16 do you have a belief that New Media has made attachments to
17 Columbus Southern Power poles since October 4, 1996 on poles
18 that already had phone lines?

19 A. I believe that they have, yes.

20 Q. Do you have any idea how many?

21 A. No, I don't.

22 Q. Would it be fair to say that in those instances where New
23 Media does not submit a request for permission to attach to a
24 Columbus Southern Power pole, then Columbus Southern Power would
25 do no preconstruction inspections on those poles?

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1 A. Yes, it would be impossible to do a preconstruction
2 inspection for an attachment of anybody that we didn't get a
3 permit for.

4 Q. That would apply in this situation where New Media is
5 attaching to Columbus Southern Power poles without submitting a
6 permit? You do --

7 MR. DUTTON: Objection. Asked and answered.

8 THE EXAMINER: She answered the question.

9 BY MR. DOWNEY:

10 Q. Would it be fair to say that where New Media does not
11 submit a request for attachment, that no loading calculations
12 are done to determine the effect of the New Media attachment on
13 the pole to which they're attaching?

14 A. Yes. And, again, that would be impossible to do on any
15 attachment that we didn't receive a permit for.

16 Q. Has New Media submitted loading data since October 4th,
17 1996 with respect to the attachments it's making on Columbus
18 Southern Power poles?

19 A. I'm not sure what you mean by "loading data".

20 Q. You're familiar with the term "loading"?

21 A. Pole loading?

22 Q. Pole loading.

23 A. Yes.

24 Q. What does that mean?

25 A. It's a -- It's a calculation that's done to determine

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1 whether or not a certain type of pole can accommodate -- what a
2 certain type of pole could accommodate.

3 Q. Has New Media, since October 4, 1996, been submitting to
4 Columbus Southern Power information that would enable Columbus
5 Southern Power to determine the effect of the New Media
6 attachment on the loading on the pole?

7 A. No. To my knowledge, there has not been any loading data
8 submitted since October, but that -- if that had occurred, it
9 would not come to me.

10 And I am aware that prior to New Media's construction
11 beginning, they provided the engineering department in the
12 Columbus region with loading data that they said would be the
13 maximum load for their installations within the region, and
14 permission was given for all of the attachments to be engineered
15 at that maximum loading capacity.

16 THE EXAMINER: When you said "October", what year were
17 you referring to?

18 THE WITNESS: The October -- I was referring to the
19 October that you were referring to, which I think was --

20 MR. DOWNEY: '96.

21 THE WITNESS: -- October of '96.

22 THE EXAMINER: Okay.

23 THE WITNESS: But, again, if they had, it would not
24 have come in to me, necessarily.

25 BY MR. DOWNEY:

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1 Q. In a situation where New Media attaches to an Ameritech --
2 Or, strike that.

3 In a situation where New Media attaches to a Columbus
4 Southern Power pole on which there are Ameritech telephone
5 lines, does Columbus Southern Power get information from New
6 Media in regards to where the attachment's going to be on that
7 pole?

8 MR. DUTTON: I'm sorry, your Honor. For my benefit
9 only, could I have the -- have it read back?

10 THE EXAMINER: Okay.

11 (Record read back as requested.)

12 THE WITNESS: I'm not sure I understand what you mean
13 by where the attachment is going to be.

14 BY MR. DOWNEY:

15 Q. For example, whether the attachment is above or below
16 existing telephone attachments.

17 A. No.

18 Q. Do you know how many poles New Media has attached to since
19 October 4th, 1996?

20 A. No, I don't.

21 Q. Would Columbus Southern Power have any records from which
22 that could be determined?

23 A. To determine the number of attachments since a specific
24 date?

25 Q. Since October 4th, 1996, attachments by New Media on

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1 Columbus Southern Power poles.

2 A. To the extent that we had received permits for those
3 attachments, it would not be readily available, but I think we
4 could do it to the extent that we had permits.

5 Q. Do you know, as far as a percentage of New Media's
6 construction, how many attachments they made that they submitted
7 permits for and how many they haven't?

8 A. No, I do not.

9 Q. Do you think Columbus Southern Power has any records from
10 which that could be determined?

11 A. No.

12 Q. The only records they would have would be for records --
13 or, would be records that derive from permits that were actually
14 submitted by New Media; is that fair to say?

15 A. Yes. The only record we have of any attachment would be
16 attachments that we've received permits for.

17 Q. So that would be true throughout the entire time that New
18 Media has been attaching to Columbus Southern Power poles? The
19 only ones that the company would have records for would be the
20 ones that New Media has submitted permits for?

21 A. Yes.

22 THE EXAMINER: And under your tariff, New Media
23 wouldn't be required to get a permit for their attachment; is
24 that correct?

25 THE WITNESS: New Media, again, is required to permit

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1 under the joint use agreement.

2 THE EXAMINER: And we already discussed that. But --

3 THE WITNESS: If they -- The tariff and the joint use
4 agreement both would cover permitting.

5 THE EXAMINER: But do they need a permit to attach to
6 a Columbus Southern pole from Columbus Southern?

7 THE WITNESS: They send it to Columbus Southern.

8 THE EXAMINER: Okay. That's my question. Is that
9 correct? Does New Media send a permit application to Columbus
10 Southern to make an attachment?

11 THE WITNESS: Yes.

12 THE EXAMINER: Okay. All right.

13 BY MR. DOWNEY:

14 Q. Would it be fair to say that in those instances where New
15 Media has attached without submitting a request for a permit,
16 New Media did not receive a permit from Columbus Southern Power
17 for permission to attach to those poles?

18 A. I'm not sure I understand what you mean by "a request for a
19 permit".

20 Q. Well, what is it that New Media would submit when they want
21 to attach to a pole in those instances where they have submitted
22 something?

23 A. They would submit a permit form.

24 Q. A permit form.

25 And what do they get back from Columbus Southern Power?

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1 A. They would get that per- -- a permit -- the same permit
2 form with the authorization for attachment documented on it by
3 the Columbus region engineering personnel.

4 Q. Okay. Is that permit form with that authorization the
5 permission of Columbus Southern Power for New Media to place the
6 attachment that's -- or, the attachments that are the subject of
7 that permit?

8 A. Yes.

9 Q. So it would be accurate to state that if New Media had not
10 submitted the permit form, they did not get authorization from
11 Columbus Southern Power before making the attachment?

12 A. Yes, that would be true of any attachment made without a
13 permit form being returned to the party that requested the
14 attachment.

15 Q. And that has happened with respect to New Media, which is
16 what you're addressing in your letter of October 4th, one of the
17 things you're addressing?

18 A. Yes. That has happened with New Media and that has
19 happened with many, many other pole attachees.

20 Q. And what you're addressing in your October 4th letter is it
21 happening with respect to New Media?

22 MR. DUTTON: Objection.

23 THE EXAMINER: I think she's answered that.

24 Do you know the total of permits with authorization
25 that Columbus Southern has issued to New Media?

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1 THE WITNESS: As of today?

2 THE EXAMINER: As of today.

3 THE WITNESS: No.

4 THE EXAMINER: Is that a number you could get?

5 THE WITNESS: Probably, yes.

6 THE EXAMINER: Okay. I'd request you do that. Your
7 counsel can take care of that.

8 MR. DUTTON: Yes, your Honor.

9 THE EXAMINER: Why don't we go off the record a
10 second.

11 (Discussion held off the record.)

12 THE EXAMINER: Let's go back on the record.

13 BY MR. DOWNEY:

14 Q. Ms. Wagner, did you receive a response from New Media to
15 your letter of October 4th, 1996?

16 A. Yes, I did.

17 Q. Ms. Wagner, have you ever met an individual -- Excuse me.
18 Have you ever met an individual by the name of Ramont Bell?

19 A. Yes, I have.

20 Q. And who is Mr. Bell, to your understanding?

21 A. To my understanding, Mr. Bell is the -- and I really don't
22 know what his title is -- something to do with structure leasing
23 coordinator, or to that effect, for Ameritech.

24 Q. You do not understand him to be an employee of New Media;
25 is that true?

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1 A. That's not my understanding.

2 Q. It is not your understanding --

3 I'm sorry, it may be a double negative here.

4 As far as you know, he is not an employee of New Media,
5 correct?

6 A. Yes.

7 MR. DOWNEY: May I approach, your Honor?

8 THE EXAMINER: Yes.

9 - - -

10 Thereupon, Complainants' Exhibit No. 11
11 was marked for purposes of identification.

12 - - -

13 BY MR. DOWNEY:

14 Q. Ms. Wagner, I have handed you a document which I have
15 marked as Complainants' Exhibit 11.

16 Would you take a moment to look at that document and let me
17 know when you're finished?

18 A. I'm familiar with it.

19 MR. DUTTON: Your Honor?

20 THE EXAMINER: Yes.

21 MR. DUTTON: I notice in the upper right-hand corner
22 it seems like it says "Cleveland, OH 44114". Can counsel just
23 make a representation of what appeared above that that in the
24 copying process appears to be cut off?

25 MR. DOWNEY: Your Honor, I'm looking for the original

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1 of the document as I received it from AEP, and I can't --

2 MR. DUTTON: I'm sorry.

3 MR. DOWNEY: -- make a representation because my copy
4 doesn't have that area.

5 MR. DUTTON: That's fine. If that was the source of
6 it, that's fine.

7 THE EXAMINER: Okay.

8 BY MR. DOWNEY:

9 Q. Ms. Wagner, what is Exhibit 11?

10 A. Exhibit 11 is a letter to me from Jim Switzer.

11 Q. Who is Mr. Switzer?

12 A. General manager for Ameritech New Media, Inc.

13 Q. Do you recall receiving this letter?

14 A. Yes, I do.

15 Q. Did you receive this letter in the regular course of your
16 duties in your position with American Electric Power?

17 A. Yes.

18 Q. And did you file this letter and maintain this letter in a
19 file in the regular course of your duties?

20 A. Yes.

21 Q. And in this letter does Mr. Switzer address, among other
22 things, your request in your October 4th letter for copies of
23 the permits that they would have when they are attached to
24 Columbus Southern -- when New Media's attached to Columbus
25 Southern Power poles on which there are Ameritech phone lines

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1 and for which New Media had not submitted permit forms to
2 Columbus Southern Power?

3 A. Yes.

4 Q. He responds to you on that issue?

5 A. Yes.

6 Q. And is his response at the bottom of Page 2 of the letter?

7 A. Yes, it is.

8 Q. And is his response to you on that issue that you should
9 contact Mr. Bell?

10 A. Yes, it is.

11 Q. And he gives you Mr. Bell's address in Chicago?

12 A. Yes.

13 Q. And he identifies for you Mr. Bell as Ameritech's joint use
14 pole manager?

15 A. Yes.

16 MR. DOWNEY: Actually, your Honor, I think now would
17 be an appropriate stopping point.

18 THE EXAMINER: Okay. Why don't we take a recess,
19 adjourn for the day, and then reconvene tomorrow at 9:00
20 o'clock. Thank you.

21

22 (Thereupon, the hearing was adjourned at
23 4:22 o'clock p.m. on Wednesday, May 14, 1997,
24 to be reconvened at 9:00 o'clock a.m. on
25 Thursday, May 15, 1997.)

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C E R T I F I C A T E

We, Linda D. Riffle, Registered Merit Reporter and
Certified Realtime Reporter, and Deborah J. Holmberg, Registered
Merit Reporter, hereby certify that the foregoing is a true and
correct transcript of the proceedings before the Public
Utilities Commission, State of Ohio, on Wednesday, May 14, 1997,
as reported in stenotype by us and transcribed by us or under
our supervision.

Linda D. Riffle
Linda D. Riffle, Registered Merit
Reporter and Certified Realtime
Reporter

Deborah J. Holmberg
Deborah J. Holmberg,
Registered Merit Reporter

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I N D E X
(continued)

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3		- - -	
4	EXHIBITS	MARKED	RECEIVED
5	Complainants' Exhibit No. 8 - Pole Attachment Agreement	III-119	--
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13		- - -	
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24			
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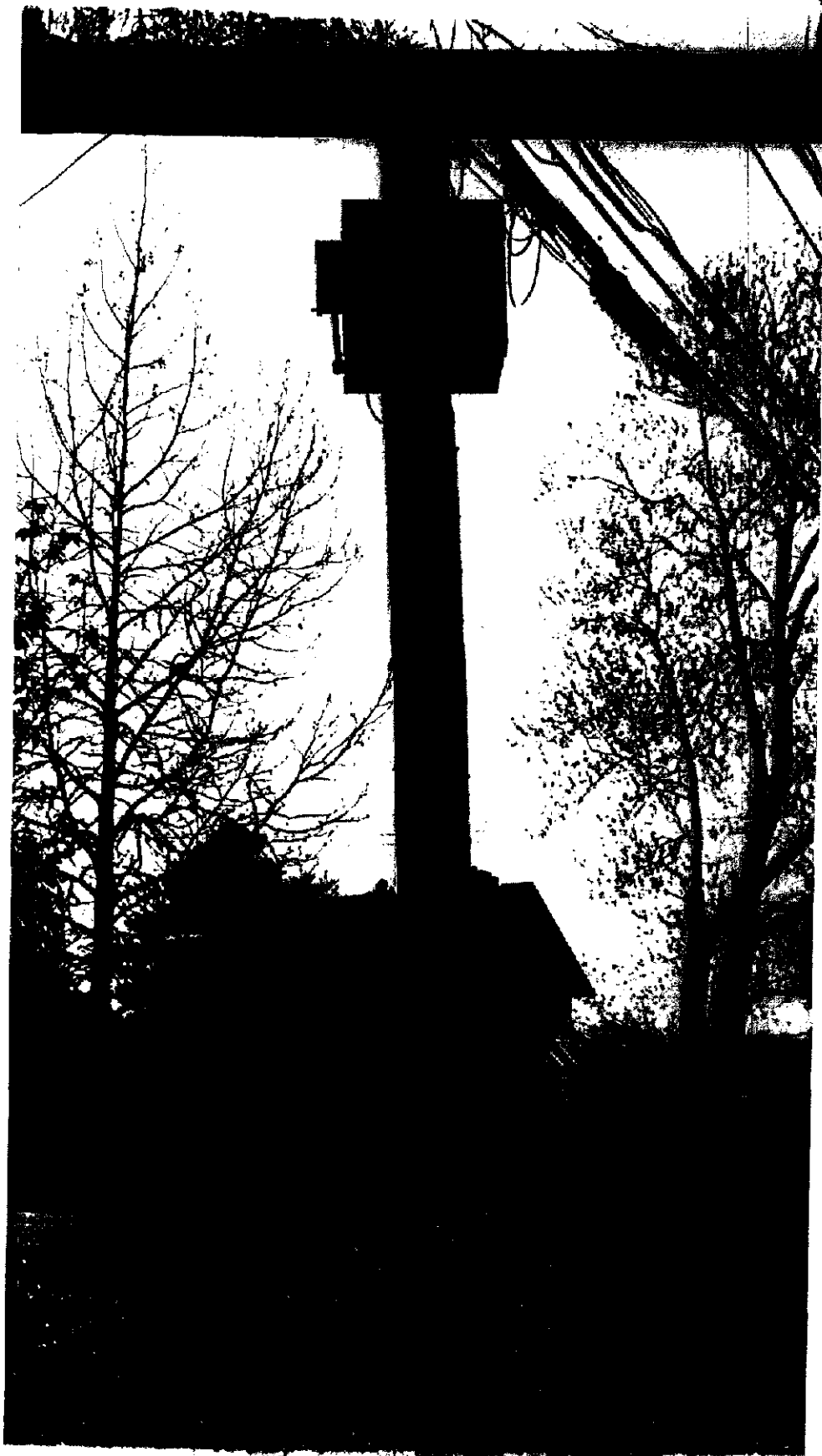
COMPANY EXHIBIT
NO. 22



COMPANY EXHIBIT
NO. 23



COMPANY EXHIBIT
NO. 24



Columbus Southern Power
Ohio Power
Columbus Region
215 N Front St
Columbus, OH 43215 2291
614 464 7700

COMPANY EXHIBIT
NO. 4



Warner Cable Communications
Columbus Division
P. O. Box 2553
Columbus, Ohio 43216-2553

Attention: Mr. Raymond Maurer

June 15, 1995

Dear Mr. Maurer,

Columbus Southern Power has completed the final inspection of Warner's facilities on 8,366 Columbus Southern Power poles, as indicated on 363 permits (see attached list). We have identified 327 violations to be corrected by Warner Cable.

Columbus Southern Power is requesting the violations that can be corrected by Warner (see attached code sheet) without the assistance of C.S.P. Engineering Department, be corrected within the next 90 days.

We will be in contact with your company in the near future to set up the necessary field meetings related to the hazards that are indicated on the attached maps.

If there are any questions, please contact Glenn Howard on (614)464-7544.

Very truly yours,

L. B. Olsen,
Supervisor
Columbus Region Information

LBO:as
attachments
c: G. M. Howard

VIOLATION CODE ASSIGNMENTS

VIOLATION TYPE	REQUIREMENT FOR CATV COMPANIES	CODE
o Primary separation at pole	40"	P1
o Primary separation at midspan	30"	P2
o Secondary conductor separation at pole	40"	V1
o Secondary conductor separation at midspan	30"	M1
o Separation from secondary drip loops	40"	D1
o Separation from street light bracket	4"	L1
o Separation from street light drip loop	12"	L1
o Below top of primary or secondary riser conduit	40"	RV1
o Cable above road or driveway (regardless of span length)	18'-0"	C1
o Service drop above middle of road	16'-0"	DC1
o Above other areas subject to truck traffic (commercial driveway, cultivated field, farming area, etc.)	18'-0"	C4
o Above areas of pedestrian access only	12'-0"	C3
o CATV anchor needed	-	NG1
o CATV guy wire	-	NG2
o CATV bond needed	-	NB
o CATV transfer to new pole	-	NT
o CATV attach to new pole set in line	-	NA
o Closure (pedestal) contacting, or within 3'-0" of pole (non-joint)	-	NJ
o Closure (pedestal) contacting, or within 3'-0" of pole	-	CJ
o CATV lateral cable needs clamped to pole	-	CC
o CATV lateral drops need clamped to pole	-	CD
o Remove CATV dead drops from pole	-	RD

PERMITS INSPECTED BY CONTRACTOR ON FINAL RIDE-OUT

<u>Permit NO.</u>	<u>Number of Poles</u>	<u>Additional Contacts</u>	<u>Number of Violations</u>
5094-0101	5	-	-
5094-0102	4	-	-
5094-0103	21	-	-
5094-0104	3	-	-
5094-0105	12	-	-
5094-0106	1	-	-
5094-0107	6	-	1
5094-0108	3	-	-
5094-0109	5	-	1
5094-0110	5	-	-
5094-0111	3	-	-
5094-0112	16	-	-
5094-0113	6	-	-
5094-0114	6	-	1
5094-0115	5	-	-
5094-0116	22	-	-
5094-0117	5	-	2
5094-0118	1	-	-
5094-0119	3	-	-
5094-0120	21	-	-
5094-0121	3	-	-
5094-0122	2	-	-
5094-0123	24	-	-
5094-0124	3	-	-
5094-0125	4	-	-
5094-0126	4	-	-
5094-0127	17	-	1
5094-0129	2	-	-
5094-0131	12	-	-
5094-0135	2	-	1

<u>Permit No.</u>	<u>Number of Poles</u>	<u>Additional Contacts</u>	<u>Number of Violations</u>
5094-0137	2	-	-
5094-0138	4	-	-
5094-0139	3	-	-
5094-0140	2	-	-
5094-0141	2	-	-
5094-0142	4	-	-
5094-0143	27	-	-
5094-0144	72	-	1
5094-0145	7	-	4
5094-0146	1	-	-
5094-0147	1	-	-
5094-0148	5	-	-
5094-0149	15	-	2
5094-0150	7	-	-
5094-0151	3	-	-
5094-0152	1	-	-
5094-0153	1	-	-
5094-0163	28	-	-
5094-0164	4	-	-
5094-0165	4	-	-
5094-0166	11	-	1
5094-0168	26	-	4
5094-0170	4	-	-
5094-0171	21	-	-
5094-0172	6	-	-
5093-0001	146	-	2
5093-0051	11	-	-
5093-0054	4	-	-
5093-0055	1	-	-
5093-0057	7	-	-
5093-0058	1	-	-
5093-0059	4	-	-
5093-0060	4	-	-
5093-0061	5	-	-

<u>Permit No.</u>	<u>Number of Poles</u>	<u>Additional Contacts</u>	<u>Number of Violations</u>
5093-0063	2	-	-
5093-0064	1	-	-
5093-0067	2	-	-
5093-0068	1	-	-
5093-0069	2	-	-
5093-0071	3	-	-
5093-0072	2	-	-
5093-0073	1	-	-
5093-0074	48	-	3
5093-0075	28	-	1
5093-0076	1	-	-
5093-0077	2	-	2
5093-0078	57	-	3
5093-0079	13	-	-
5093-0080	18	-	-
5093-0081	8	-	1
5093-0082	3	-	-
5093-0083	21	-	-
5093-0085	1	-	-
5093-0086	2	-	-
5093-0088	4	-	1
5093-0089	6	-	-
5093-0090	3	-	-
5093-0091	4	-	1
5093-0092	2	-	-
5093-0093	6	-	-
5093-0094	2	-	-
5093-0095	2	-	-
5093-0096	4	-	7
5093-0097	17	-	1
5093-0098	2	-	-
5093-0099	21	2	-
5093-0100	4	-	-

<u>Permit No.</u>	<u>Number of Poles</u>	<u>Additional Contacts</u>	<u>Number of Violations</u>
5093-0150	4	-	-
5093-0151	5	-	-
5092-0051	1	-	-
5092-0052	9	-	-
5092-0053	3	-	-
5092-0054	14	-	2
5092-0055	28	-	3
5092-0057	2	-	-
5092-0058	2	-	-
5092-0060	4	-	-
5092-0062	8	-	6
5092-0063	2	-	-
5092-0064	1	-	-
5092-0065	16	-	-
5092-0066	14	-	-
5092-0067	1	-	-
5092-0068	2	-	-
5092-0069	21	-	-
5092-0071	9	1	-
5092-0072	1	-	-
5092-0073	2	-	-
5092-0074	19	2	-
5092-0075	4	-	-
5092-0076	2	-	-
5092-0077	2	-	-
5092-0078	14	-	1
5092-0079	12	-	-
5092-0080	19	-	-
5092-0081	3	-	-
5092-0082	4	-	-
5092-0085	8	-	3
5092-0086	7	-	-
5092-0087	13	-	-
5092-0088	2	-	-

<u>Permit No.</u>	<u>Number of Poles</u>	<u>Additional Contacts</u>	<u>Number of Violations</u>
5092-0089	2	-	-
5092-0090	67	-	3
5092-0091	9	-	-
5092-0092	5	-	-
5092-0093	3	-	-
5092-0094	3	-	-
5092-0095	4	-	2
5092-0096	5	-	-
5092-0097	39	4	4
5092-0098	3	-	-
5092-0099	3	-	-
5092-0100	1	-	-
5092-0151	11	-	-
5092-0152	2	-	-
5092-0153	3	-	2
5092-0154	4	-	-
5092-0155	6	-	2
5092-0156	13	-	-
5092-0157	27	1	-
5092-0158	3	-	-
5092-0159	21	-	1
5092-0160	124	9	-
5092-0161	60	4	-
5092-0162	46	-	-
5092-0166	4	-	-
5091-0051	2	-	-
5091-0057	4	-	-
5091-0058	6	-	-
5091-0059	8	-	1
5091-0065	3	-	-
5091-0067	3	-	-
5091-0068	58	-	-
5091-0069	146	3	10

<u>Permit No.</u>	<u>Number of Poles</u>	<u>Additional Contacts</u>	<u>Number of Violations</u>
5091-0072	4	-	-
5091-0074	9	-	-
5091-0075	30	1	-
5091-0077	4	-	-
5091-0078	21	-	-
5091-0079	7	-	-
5091-0080	19	11	2
5091-0083	4	-	1
5091-0084	4	-	-
5091-0085	10	-	-
5091-0088	10	1	1
5091-0089	12	-	-
5091-0090	23	-	-
5091-0092	4	-	2
5091-0093	1	-	-
5091-0094	32	-	1
5091-0095	14	-	-
5091-0096	1	-	-
5091-0097	10	-	-
5091-0098	2	-	-
5090-0051	75	6	-
5090-0052	31	-	-
5090-0053	8	1	-
5090-0055	26	1	1
5090-0056	63	4	9
5090-0057	79	9	-
5090-0058	7	-	1
5090-0059	2	-	-
5090-0060	2	-	-
5090-0061	3	-	-
5090-0062	68	14	-
5090-0063	7	-	-
5090-0064	30	-	-

<u>Permit No.</u>	<u>Number of Poles</u>	<u>Additional Contacts</u>	<u>Number of Violations</u>
5090-0065	15	-	-
5090-0066	10	-	-
5090-0067	13	-	-
5090-0069	3	-	-
5090-0070	27	-	-
5090-0071	4	-	-
5090-0072	24	2	5
5090-0073	14	-	1
5090-0074	4	-	-
5090-0075	24	-	-
5090-0076	2	-	-
5090-0077	4	-	-
5090-0079	3	-	-
5090-0080	9	2	-
5090-0081	4	-	-
5090-0083	16	2	-
5090-0084	10	1	3
5090-0086	11	-	-
5090-0088	5	-	-
5090-0089	23	-	3
5090-0090	29	4	1
5090-0091	7	1	1
5090-0092	15	-	1
5090-0093	22	1	2
5089-0051	11	-	-
5089-0053	4	-	-
5089-0054	95	-	-
5089-0056	13	1	-
5089-0057	15	-	1
5089-0061	52	4	-
5089-0062	28	-	-
5089-0065	36	1	-
5089-0066	100	-	-
5089-0067	283	10	9
5089-0068	27	-	-

<u>Permit No.</u>	<u>Number of Poles</u>	<u>Additional Contacts</u>	<u>Number of Violations</u>
5088-0051	12	-	3
5088-0052	2	-	-
5088-0053	4	-	-
5088-0054	121	8	3
5088-0055	170	15	-
5088-0057	138	15	9
5088-0058	125	7	1
5088-0059	3	-	-
5088-0060	25	4	1
5088-0061	12	-	-
5088-0062	17	-	-
5088-0063	35	-	2
5088-0064	26	8	1
5088-0065	19	-	-
5088-0066	41	-	1
5088-0067	31	-	-
5088-0068	5	-	-
5088-0069	11	-	-
5088-0070	13	-	1
5088-0071	15	-	-
5088-0073	96	2	-
5088-0074	148	25	3
5088-0075	20	1	-
5088-0076	37	3	1
5088-0077	9	3	2
5088-0078	71	22	2
5088-0079	34	7	4
5088-0080	47	6	7
5088-0081	15	5	-
5088-0082	131	45	3
5088-0083	45	4	1
5088-0084	168	-	-
5088-0085	133	15	2

<u>Permit No.</u>	<u>Number of Poles</u>	<u>Additional Contacts</u>	<u>Number of Violations</u>
5088-0086	40	3	1
5088-0088	23	-	-
5088-0089	11	-	-
5088-0090	9	-	-
5088-0091	17	1	2
5088-0092	4	-	-
5088-0093	37	-	-
5088-0098	235	14	16
5088-0087	40	-	-
5088-0100	16	-	-
5088-0101	33	-	-
5087-0051	25	-	-
5087-0052	53	14	-
5087-0053	19	4	-
5087-0054	5	-	-
5087-0055	8	-	-
5087-0056	4	-	-
5086-0050	10	-	2
5086-0051	19	-	-
5086-0052	59	2	-
5086-0053	62	5	-
5085-0001	9	-	-
5085-0002	16	5	-
5085-0003	15	1	-
5085-0004	5	1	-
5084-0001	10	-	-
5084-0003	25	-	-
5083-0002	5	-	-
5083-0003	11	-	-
5083-0005	3	-	-
5083-0006	3	-	-
5083-0007	4	-	-
5083-0008	9	-	2

<u>Permit No.</u>	<u>Number of Poles</u>	<u>Additional Contacts</u>	<u>Number of Violations</u>
5083-0011	1	-	-
5083-0012	13	-	1
5083-0013	5	-	-
5083-0014	4	-	-
5083-0015	6	-	-
5083-0016	5	-	-
5083-0017	2	-	2
5083-0018	1	-	-
5083-0020	8	-	-
5083-0021	6	-	-
5083-0022	8	-	-
5083-0023	7	-	-
5082-0002	11	-	-
5082-0003	2	-	-
5082-0005	2	-	-
5082-0006	15	3	1
5082-0007	27	-	2
5082-0008	167	-	-
5082-0009	1	-	-
5082-0010	1	-	-
5082-0011	8	3	-
5082-0012	33	-	1
5082-0013	2	-	-
5082-0014	9	-	-
5082-0015	67	2	6
5082-0016	11	-	-
5082-0017	209	15	7
5082-0018	37	2	2
5082-0019	29	1	-
5082-0020	61	-	-
5082-0022	13	-	2
5082-0024	20	-	2
5082-0025	5	-	-

<u>Permit No.</u>	<u>Number of Poles</u>	<u>Additional Contacts</u>	<u>Number of Violations</u>
5082-0026	6	-	-
5082-0027	2	-	-
5082-0029	11	-	-
5081-0001	381	19	21
5081-0002	282	11	31
5081-0003	37	-	-
5081-0004	12	-	-
5081-0005	22	-	1
5081-0006	20	-	3
5081-0007	55	-	2
5081-0008	39	-	-
5081-0009	23	-	-
5081-0010	9	-	-
5081-0012	22	-	3
5081-0013	21	-	17
5081-0014	7	-	-
5081-0015	5	-	-
5081-0016	24	-	2
5081-0017	2	-	-
5081-0018	1	-	-
5081-0019	61	1	1
5081-0020	12	-	-
5081-0021	72	-	8
5081-0024	23	-	4
5081-0026	102	-	1
5081-0027	45	1	1
5081-0029	7	-	1
5081-0030	23	2	1
5081-0031	25	-	4
5081-0033	26	-	1
5081-0040	28	-	2
5081-0043	<u>39</u>	<u>-</u>	<u>1</u>
Total	8,366	-	327

Date February 13, 1995
Subject Joint Use—CATV/TELCO Brackets
From H. E. Brooks^{ed}
To C. C. Crouse

Last fall Sheila Wilson and Ray Bell of Ameritech said Ameritech was planning a major construction undertaking to install CATV facilities. To avoid a huge make-ready expense, they want to use auxiliary (stand-off) cable brackets. They gave us drawings similar to the attached. We did not give them a definitive answer.

Past practices have been to deny stand-off brackets on the premise of climbing safety. There are a number of them installed by either TELCO or CATV on our system without approval, and I am not aware of any problems.

I recommend a uniform standard be established for the AEP-system regarding stand-off brackets. We think it should include these points:

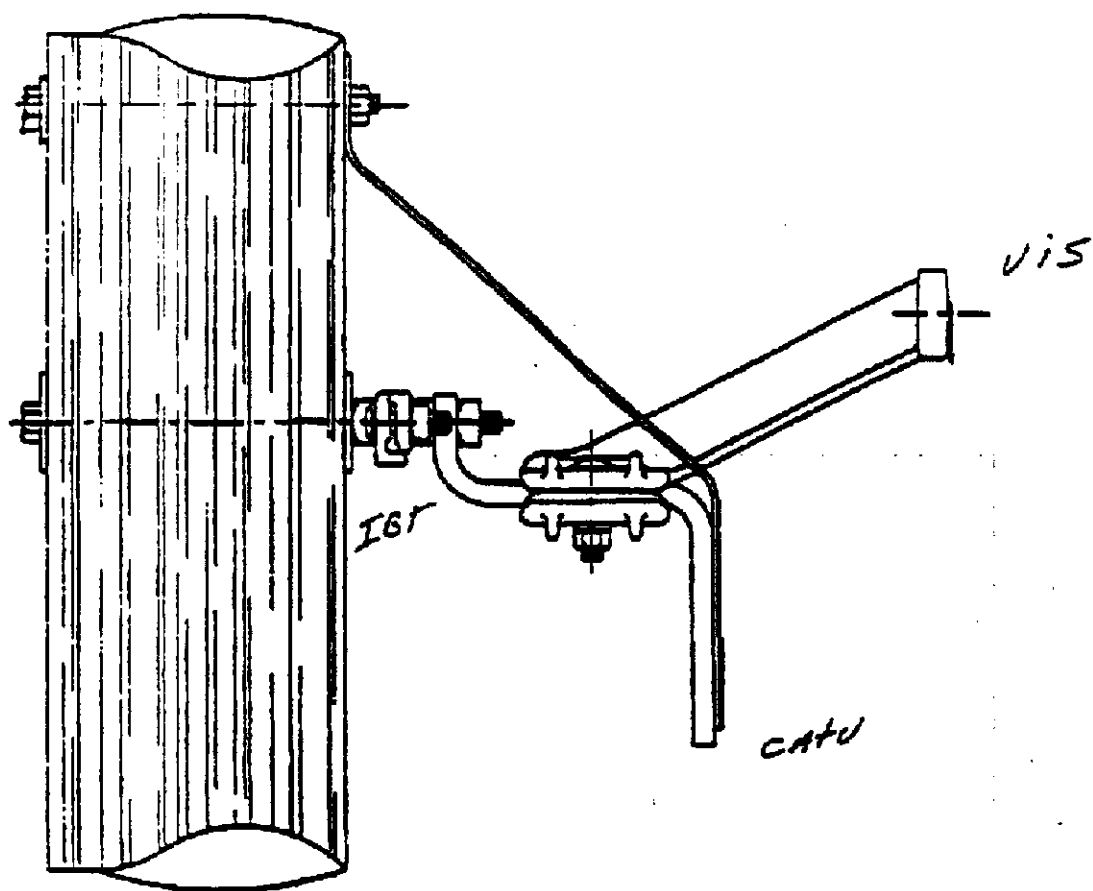
- Each request for their use must include loading data for both existing and the proposed facilities.
- They be allowed on roadside poles maintained in bucket trucks only.
- No brackets on offroad poles that must be climbed.

This could be a big issue as the TELCO's and CATV's go nose to nose in the future. By establishing a reasonable and enforceable policy now, we can avoid future problems.

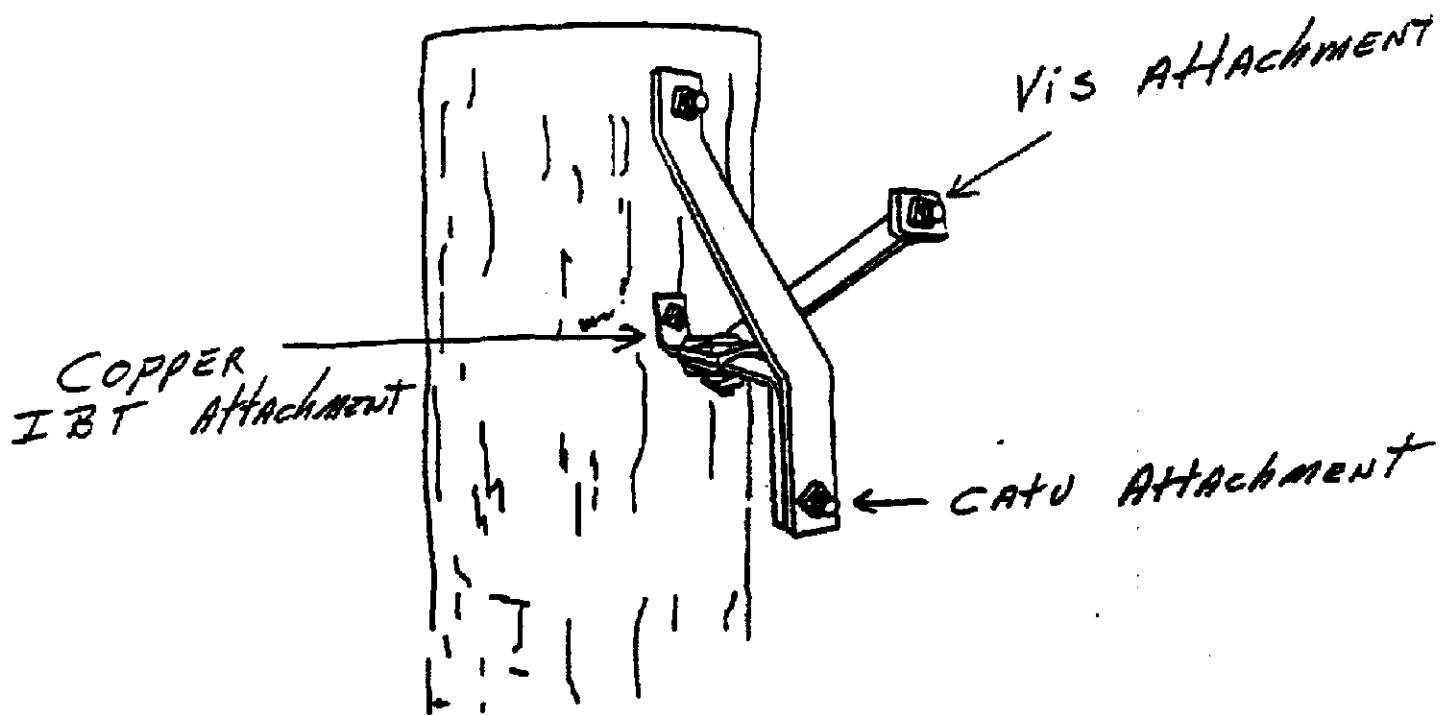
HEB/bao
Attachment

c: R. E. Gifford
J. A. Hoover
G. L. Rhodes

brackets.heb

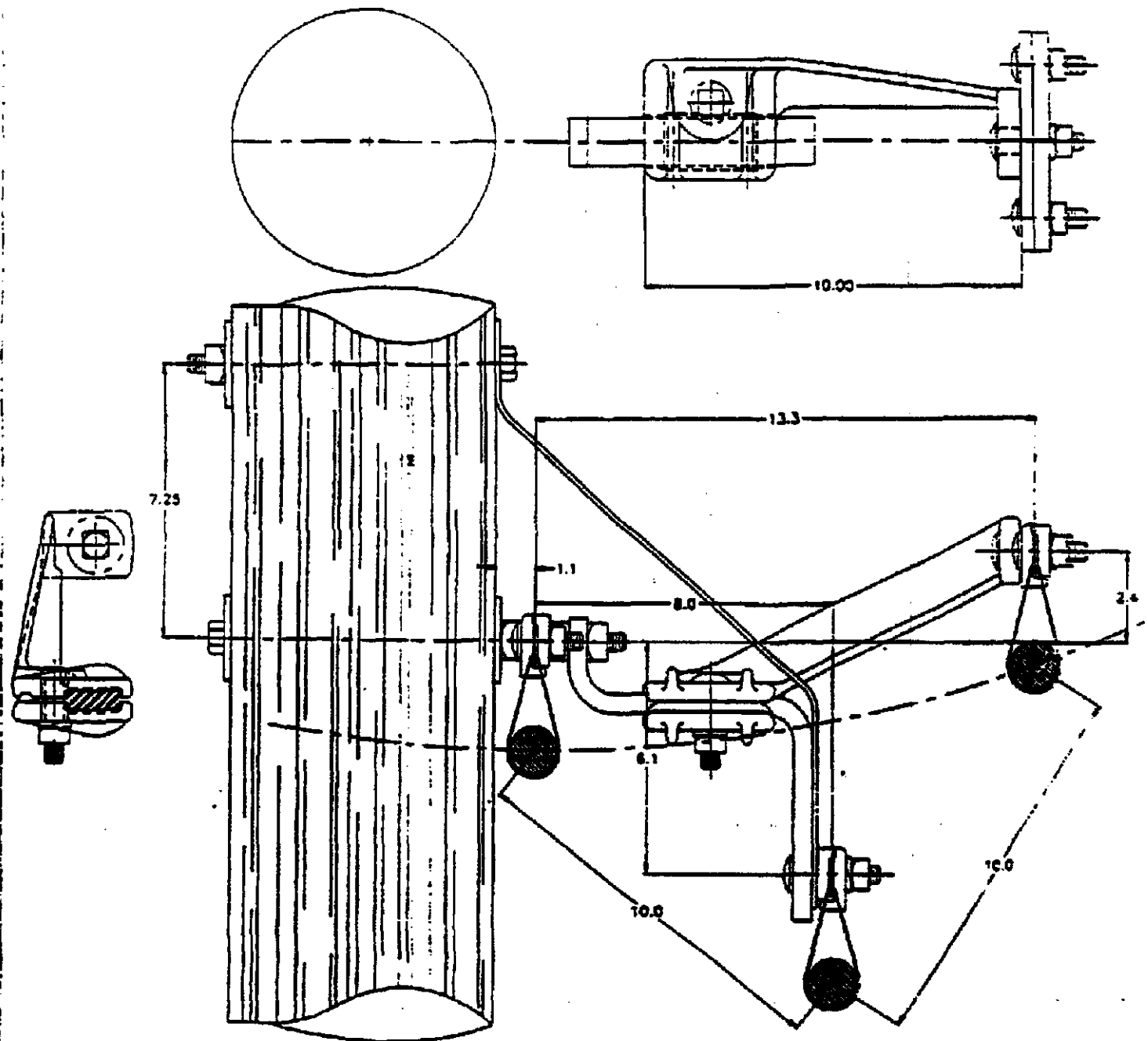


RELIABLE BRACKET ATTACHED TO CATV "L" BRACKET
SIDE VIEW



"FRONT VIEW"

INSTALLATION DRAWING
RELIABLE POWER PRODUCTS
AMERITECH AUXILIARY CABLE
CARRIER ATTACHMENT





Date February 16, 1995

Subject Joint Use Brackets

From *Tom* T. L. Kirkpatrick - Columbus G.O.

To D. L. Buchanan - Western Region
L. E. Burnett - Columbus G.O.
T. Z. Cole - Columbus Region
R. L. Geese - Central Region
R. J. Ivinskis - Columbus G.O.
D. J. Norris - Columbus G.O.
J. D. Nowak - Eastern Region
J. W. Vance - Columbus G.O.
M. A. Workman - Southern Region

Attached is a drawing of a bracket that Ameritech proposes for use on electric utility poles. This multi-position bracket is designed for three "communications" systems that could consist of conventional phone line, coaxial type cable, fiber optic, etc.

We were approached with this several months ago by Ameritech and we informed them that CSP/OP would not allow it due to the fact that it sticks out from the pole and represents a greater potential safety risk.

Ameritech has recently requested that we reconsider on the grounds that 1) there is general agreement by other midwest electric utilities that it is acceptable and 2) that they have some legal precedent for allowing it.

I ask each of you to review this from your perspective and respond back to me with your specific comments as soon as possible. By copy of this memo to Legal, I ask for their review of the legal side. Ameritech is bringing significant pressure to resolve this quickly.

TLK:lh

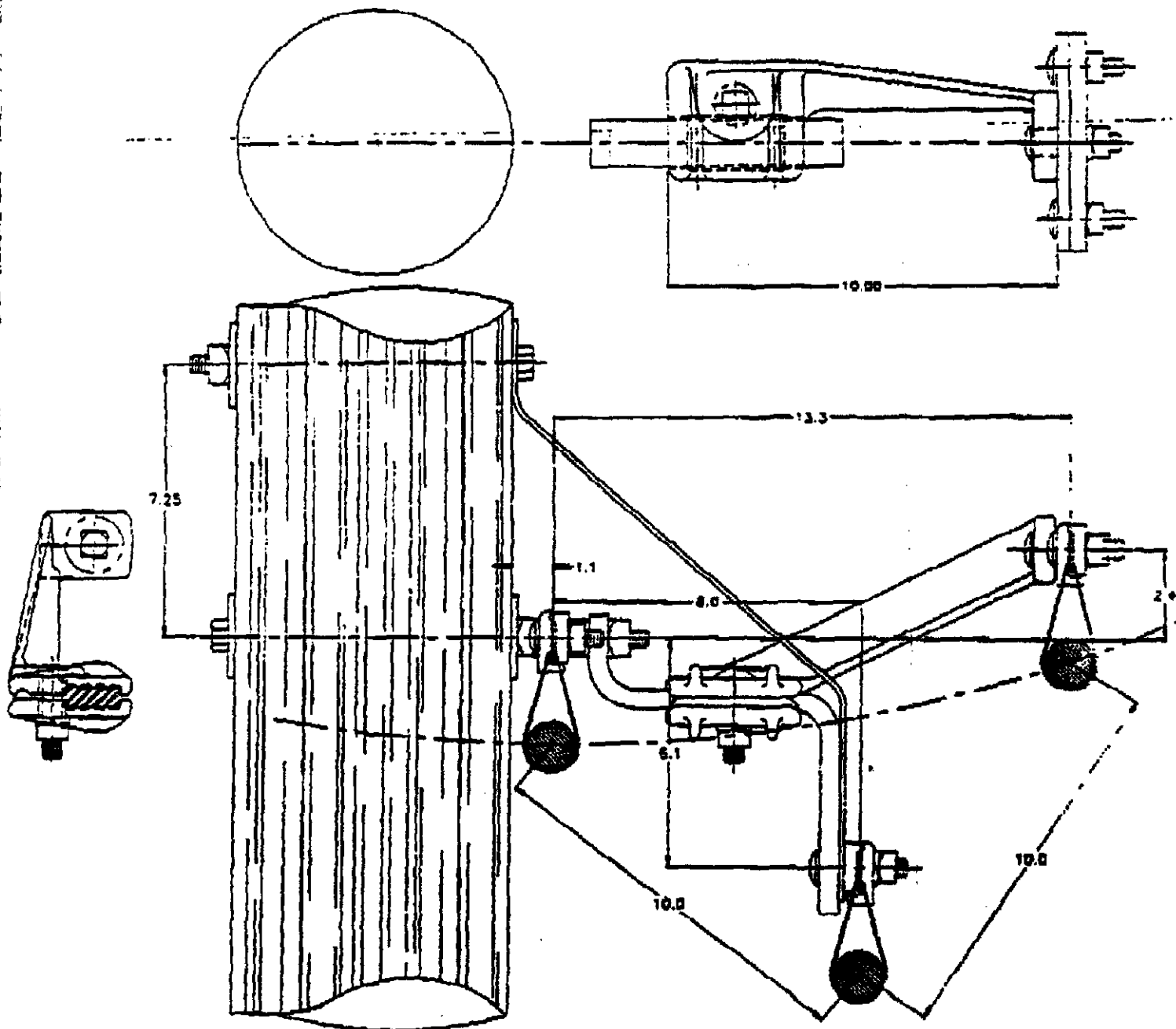
Attachment

cc: R. Cohen
J. G. Haunty
A. J. Schaffer ✓

JointUBr

Intra-System

INSTALLATION DRAWING
RELIABLE POWER PRODUCTS
AMERITECH AUXILIARY CABLE
CARRIER ATTACHMENT





James M. Switzer
General Manager
New Media - Ohio
Room 941
45 Erievue Plaza
Cleveland, Ohio 44114

October 4, 1996

Dear Jim,

I appreciated the opportunity to meet with you the other day to discuss construction issues in respect to the Ameritech New Media build in Columbus. As a follow up to our September 20, 1996 meeting, I thought it would be beneficial to all parties involved to summarize the items we had discussed.

One item that we discussed was the permitting process for pole attachments. The permit approval process is the same for Ameritech New Media as it is for other licensees requesting attachment to our facilities. You do not have permission to attach to our poles prior to receiving an approved proposal back from us. To expedite the permit review process for all parties seeking access to our facilities, we have added an additional engineering technician this week. We spot checked a proposal you sent us last week and found that you had not attached prior to our approval. Your continued cooperation in this matter is appreciated. Permits should be filled out completely and include the associated maps when you send them to us. In some instances we have received incomplete information which only serves to delay the processing and is inefficient for both companies.

In respect to the permits where you have attached to our poles that Ameritech is already on, we would appreciate receiving those permits in the next two weeks. It was agreed very early on by your company that this information would be provided on separate permit forms from your other attachment requests. Our contract clearly states that additional attachments will be permitted for and if the information is not provided, we will be forced to consider this action a breach of contract.

As we discussed, AEP does not condone, and takes very seriously, any licensee facilities that are not constructed to meet code requirements. I was pleased to hear about the ongoing quality tests you are doing in connection with your CLI leakage tests. I also appreciate your commitment to fix anything that is found that does not meet code within 24 - 48 hours. We trust that your daily contractor inspections will eliminate the occurrence of facilities being constructed in such fashion that they do not meet code. As we spoke, the safety risk to the public created by that type of construction is of great concern to us. We will continue to notify you of situations that are either brought to our attention or that we find in the field where immediate correction is required.

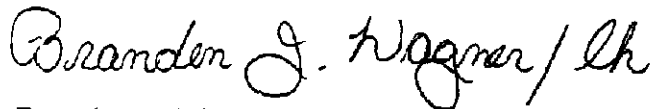
The initial discussions about the limited use of brackets was, as you will remember, based on the following conditions. First, the type of bracket proposed was extremely specific and only contemplated two designs. Second, the bracket was only to be used on poles where Ameritech was already present and it was further restricted to less than 10% of your total construction. Third, it was only proposed to be used where necessary to achieve road clearance. During the few times I have personally been to the field, I have seen the use of a bracket design that was never discussed and installations on poles where Ameritech was not present. I have heard about installations where brackets were used down an entire pole line to keep cables from weaving in and out as the pole line does. None of these scenarios were either approved or permitted for Ameritech New Media.

Based on a review of the current field situation, effective immediately, you will not be allowed to use brackets on future installations pending further review by AEP. In addition, any brackets currently installed that do not meet the conditions above shall be removed from our facilities immediately. If this necessitates pole change outs, Ameritech New Media will be responsible for these costs.

Since our meeting I have received reports from two other licensees that Ameritech New Media crews have moved their facilities on our poles while placing Ameritech New Media's attachments. As AEP has not witnessed this occurring, I can not give you specific locations. I would however, like to assure you that if this is happening in the field, it is not a practice that is acceptable on AEP poles. While you may have contractual rights to do so on Ameritech poles, you do not have permission or authority to make such changes to the facilities of others on AEP poles. If a licensee needs to relocate to accommodate an additional attachment to our facilities, we will contact them and/or arrange for that work to be done.

As you indicated in the meeting, you still have three to four years left to build in the Franklin County area thus, it is extremely important to AEP that we resolve the difficulties we have had with your construction and continue forward on a positive basis. We are working to accommodate your scheduling needs and to ensure that all parties requesting access to our facilities are treated in a fair manner. I feel that your continued cooperation and willingness to resolve these issues will allow us to successfully meet everyone's objectives. Please feel free to call me if you have questions on any of these issues.

Sincerely,

A handwritten signature in black ink that reads "Brandon J. Wagner / lh". The signature is fluid and cursive, with the initials "lh" written at the end.

Brandon J. Wagner
Supervisor - Joint Use
American Electric Power

BJW:lh

cc: John Aulicino - Ameritech New Media

Anm2

bcc: A. J. Shaffer ✓



October 16, 1996

Branden Wagner
Supervisor - Joint Use
American Electric Power

Dear Branden:

I enjoyed meeting with the AEP staff on September 20 and appreciated your follow-up summary of the items discussed. Unfortunately, I received your response about the same time of my vacation plans and apologize for not getting back to you sooner. However, I did ask John Aulicino to contact you to acknowledge receipt of your letter and to propose a solution that would enable ANM to meet your needs. John and Bob Branicky also worked to resolve several of the issues as noted below.

I have reviewed and researched each of the items discussed in the meeting which I have summarized below along with our related response.

Permitting Process For Pole Attachments:

We greatly appreciate AEP adding an engineering technician to help expedite the permit and billing process. Over time, I am sure that this will enable AEP to eliminate the backlog and provide permits in a reasonable time frame. However, I am concerned that since our meeting, we have not received any permit approvals for requests which date back to the 1Q96. In light of this backlog, previous AEP verbal approvals and ANM's franchise commitments, assigning resources to new pole permit request as well as the outdated ones would enable ANM to meet their franchise requirements and AEP's pole permitting requirements. I did ask John to propose this to you/and or AEP's engineering team and feel that this change could result in a win-win solution to our mutual concern. I asked that you strongly consider placing recent Worthington permit requests on a priority schedule, ahead of other ANM permits, to get us on track to receive permits in advance of our attachment needs.

Regarding the comment about receiving incomplete information on permit requests, I am told that this was a misunderstanding involving "node break points" that has since been cleared up between our engineering groups. ANM constructs and turns-up service by node (about 500 homes/150 poles). Accordingly, requests for permits by node (now limited to about 50 poles/3 permit requests per node), may require a return visit to the same street when permits for other nodes along that street are requested. Generally, most of these nodes are designed in the same time frame; however, in order to provide you with more lead time, we strive to get the permit requests to AEP within two days of receipt of design.

Billing For Pole Attachments & Pole Inspections:

My staff researched the two 1996 bills for inspections that were reported in the meeting as not paid by ANM. I am pleased to report that both bills had been paid on time and copies of AEP canceled checks have since been forwarded to Al Shaffer as requested.

It was my understanding that AEP would forward a bill or a partial bill to ANM for 1995 permitted pole rentals following our meeting. We have not received any pole rental bill and I would appreciate anything you can do to forward this bill to ANM by the end of October as the permits for a portion of 1995 pole attachments have been received and the inspection fees were paid. This will enable ANM to properly resolve accounting and budget questions raised by our accountants.

Copies of Permit Proposals From ANM For Poles Already Rented By Ameritech:

The concern expressed by AEP in the meeting was that AEP may have no record of ANM's contact should Ameritech abandon a pole while ANM was occupying space rented by Ameritech. I can assure you that should this occur, and should ANM decide to remain on the AEP pole, ANM will submit the associated pole rental information and rental fees to AEP. We also understand that AEP performs periodic pole contact inspections and we would not want to incur any rental penalty. I also understood that AEP desired to inspect and perform engineering of these pole contacts and bill ANM for this work.

Following our meeting, a contact was made to Ameritech's Joint Use Pole manager (Ray Bell) regarding AEP's request for ANM to provide copies of ANM permits when occupying space rented by Ameritech. I was advised that this issue is covered under Ameritech's Joint Use Agreement with AEP and that you should forward your request for such information to Ameritech (Ray Bell) for their review. Ray's address is as follows:

Ameritech
Attn. Ray Bell
225 W. Randolph, 11C/D
Chicago, IL 60606

Quality Control/Inspection of Our Build:

I am pleased to report that our QC program and supplemental QC follow-up during Cumulative Leakage Index (CLI) testing is working well. I also appreciate AEP's notification of any violations to ANM and reaffirm my commitment to rectify code violations within 24 - 48 hours.

Bracket Issues:

During the initial meetings with AEP the following three types of brackets were discussed:

- "S" (straight bracket) - primarily used at street crossings/low clearance areas
- "L" (L shaped bracket) - primarily used on in line poles where clearance conditions exist
- "OE" (similar to L) - used only when a bracket is already in place

We concur with your comment that only two ("S" & "L") types of brackets, which were demonstrated at the initial meeting, were approved for use by AEP. Also, we agree that we are only to use the brackets on poles where Ameritech is already present and that we estimated that use of these brackets on poles would amount to less than 10% of the poles contacted. However, it was noted during the initial meeting that although our preference was to avoid using brackets, there would be times when the "L" bracket would be used on in line poles to eliminate numerous pole change outs. To date, we have only used the "L" bracket on less than 10 leads. While this application is seldom used, it does eliminate numerous pole change outs that benefits all parties involved (e.g., AEP, ANM, CATV and Ameritech Network).

There were two locations mentioned during the meeting where ANM used a "B or C" Cable Extension Arm on AEP poles not contacted by Ameritech (Network Dept.). This was a misunderstanding as the cable extension arm has been used for many years by Ameritech and CATV operators as a standard means of attaching to a pole placed out of lead or to avoid a tree or other obstacle. However, per your request, we will stop using the cable extension arm and we did remove the two referred to the day after our meeting.

CATV/Other AEP Licensee Make-ready Proposals:

Following our meeting we received clarification and an agreement from Al Shaffer that on a going forward basis, all requests to perform rearrangements of facilities of a Licensee of AEP should be made through AEP. In the past, some of these request have been forwarded to the Licensee through Ameritech. We have implemented this change and will continue to forward requests for rearrangements through the appropriate pole owner (AEP/Ameritech).

Delays By AEP In Approving Locations and Activating Power Supplies:

I am very pleased to report that we have seen a marked improvement in AEP's response regarding the approval of locations and activation of power supplies. The added engineering technician and your field managers commitment to meet all due dates within 5 days of receipt is paying dividends. Last Saturday they completed activations for 10 sites. Please extend our thanks to Bob, Larry and Diane as well as your crews for their efforts. Continuation of this type of effort will be required to meet the 4Q96 ANM powering needs. We are providing more lead time for AEP to approve power supply locations. The faster these approvals can be turned around means the more lead time we will be able to provide AEP for the new power service activations.

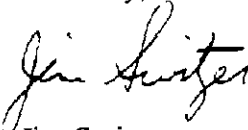
Unmetered Power Supplies:

We are appreciative of your efforts to provide cable operators with a choice (metered/unmetered) of power service. John is currently studying the actual usage and bills involving about 40 metered power supplies to determine if the estimated unmetered usage and billing rate, based on AEP's proposed formula, is equivalent to metered service. We will share this information with you upon completion.

As a Licensee, as well as a large customer of AEP's, we share in your feeling that it is important that we meet mutual needs and requirements. As noted above, in cases where misunderstandings occurred and we were not meeting your requirements we have implemented corrective action. We have also seen some positive steps taken by AEP that should help us in meeting our franchise commitments. We appreciate the delicate position you have, being in the "middle" of competing third party attachments. There are sensitivities on both sides, and we will work with you as best we can towards mutual benefits. Your continued cooperation and willingness to work with us to meet the challenges associated with constructing and powering of one of the largest single competitive franchise builds in the nation is essential for our mutual success.

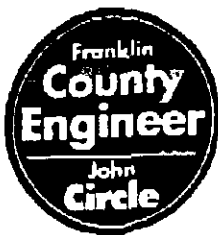
If you have any questions or comments please contact me on 216-822-7393 or John Aulicino on 216 822-2893. Thank you.

Sincerely,



Jim Switzer
General Manager
Ameritech New Media Inc.

cc: Al Shaffer (AEP)
Ray Bell (Ameritech)
Bob Branicky (ANM)
John Aulicino



January 12, 1995

John Circle, P.E., P.S.
Franklin County Engineer

J. Thomas Gleespen, P.E., P.S.
Chief Deputy Engineer,
Engineering

Gerald E. Hann, P.E., P.S.
Chief Deputy Engineer
Operations

Donald Backstrom
Fiscal Officer

John Bryner, P.E.
Highway Engineer

Ralph Crabb, P.E.
Construction Engineer

Stan Eriksen, P.E.
Utility Engineer

Joseph J. Gatto II
Real Estate Administrator

Kevin P. Meyers
Personnel Director

Michael Meeks, P.E.
Traffic Engineer

Jean Kelley
Administrative Assistant

Thomas Kelley
Equipment Superintendent

David Phillips, P.E.
Planning & Programming

Dean Ringle, P.E., P.S.
Chief Surveyor

Mark Sherman, P.E.
Bridge Engineer

Charles Williams
Road Superintendent

James Fraganato
Traffic Superintendent

David Pearson, P.S.
Engineers Map Room Supervisor

Edward Williams
Bridge Maintenance Superintendent

Mr. Kevin Rich
Warner Cable Communications
1266 Dublin Road
Columbus, Ohio 43215

Dear Mr. Rich:

Each year during our snow and ice control operations, utility lines are inadvertently damaged because they have inadequate clearance above the road and are hit by our raised truck beds.


We have recently measured the utility lines for height above the traveled roadway. The attached list indicates the location of all wires we have measured as being less than 18 feet. Utility wires should be at least 18 feet to allow for ice or heavy winds reducing the clearance.

Although your company may not be on the above listing, you are respectfully requested to work with the property owners to raise any low wires to a safe height.

We regret we will not be liable for damages resulting from our truck beds hitting these wires when they have inadequate clearance.

Sincerely,

John Circle, P.E., P.S.
Franklin County Engineer


Gerald E. Hann, P.E., P.S.
Chief Deputy Engineer
Operations

IC:GEH:eb
Enclosure

11/12/95 13.49.53

PAGE 1

ADDR	UTIL	HEIGHT
		.00
		.00
		.00
		.00
SUNBURY, BRIDGE UNDERPASS @ 270		16.00
DARBY CREEK DR. NORTH PARK ENTRANCE		.00
3932 AKLIRE ROAD	BRACE WIRE	14.00
1270 HOLTON ROAD	BRACE WIRE	16.00
2850 MORSE ROAD	CABLE	15.00
CLEVELAND & LAMONT AVE.	CABLE	15.00
6325 FEDER ROAD	CABLE TV	15.00
3833 GALLOWAY ROAD	CABLE TV	17.50
4868 ELLIOT ROAD	CABLE TV	14.50
66 AMITY ROAD	CABLE TV	15.50
3619 ORDERS ROAD	CABLE TV	15.00
2261 HOLTON ROAD	CABLE TV	15.00
3523 ORDERS ROAD	CABLE TV	16.00
6199 ELLIOT ROAD	CABLE TV	16.00
1224 HOLTON ROAD	CABLE TV	17.00
1581 HOLTON ROAD	CABLE TV	16.00
1200 DEMOREST ROAD	CABLE TV	16.50
2620 AMITY ROAD	CABLE TV	15.50
4577 GROVE CITY ROAD	CABLE TV	16.50
102 GROVE CITY ROAD	CABLE TV	17.50
17 GROVE CITY ROAD	CABLE TV	17.00
1181 AMITY ROAD	CABLE TV	16.00
943 AMITY ROAD	CABLE TV	17.00
2611 WHITE ROAD	CABLE TV	16.00
66 AMITY ROAD	CABLE TV	15.50
111 ALTON & DARBY CREEK DRIVE	CABLE TV	15.00
712 MURNAN ROAD	CABLE TV	15.00
1112 MURNAN ROAD	CABLE TV	15.00
1245 MURNAN ROAD	CABLE TV	15.50
8059 ROBERTS ROAD	CABLE TV	14.50
6500 ROBERTS ROAD	CABLE TV	15.50
3424 FISHER ROAD	CABLE TV	16.00
6325 FEDER ROAD	CABLE TV	15.00
5927 RINGS ROAD	CABLE TV	15.00
7220 HAYDEN RUN ROAD	CABLE TV	16.00
5695 RINGS ROAD	CABLE TV	16.50
6341 FEDER ROAD	CABLE TV	15.00
989 HART ROAD	CABLE TV	15.00
2670 GARDNER ROAD	CABLE TV	16.00
8777 HAYDEN RUN ROAD	CABLE TV	15.50
7348 HAYDEN RUN ROAD	CABLE TV	14.50
7777 FEDER ROAD	CABLE TV	15.00
6199 FEDER ROAD	CABLE TV	16.00
225 GALLOWAY ROAD	CABLE TV	17.50
6277 FEDER ROAD	CABLE TV	15.50
66 AMITY ROAD	CABLE TV	15.50
5 GALLOWAY ROAD	CABLE TV	16.50

ADDR	UTIL	HEIGHT
5237 WILCOX ROAD	CABLE TV	16.50
5201 WILCOX ROAD	CABLE TV	16.00
3420 WALKER ROAD	CABLE TV	15.00
3360 WALKER ROAD	CABLE TV	14.00
2342 VALLEYVIEW DRIVE	CABLE TV	15.50
6298 FEDER ROAD	CABLE TV	14.50
744 AMITY ROAD	CABLE TV	16.00
3494 TRABUE ROAD	CABLE TV	16.00
8169 ROBERTS ROAD	CABLE TV	14.50
7328 HAYDEN RUN ROAD	CABLE TV	15.00
3040 COURTRIGHT ROAD	CABLE TV	12.60
4769 ZUBER ROAD	CABLE TV	17.50
3901 ALKIRE ROAD	CABLE TV	16.50
3063 COURTRIGHT ROAD	CABLE TV	13.00
3070 COURTRIGHT ROAD	CABLE TV	12.00
3550 CEMETERY ROAD	CABLE TV	15.50
3717 CEMETERY ROAD	CABLE TV	16.50
3087 COURTRIGHT ROAD	CABLE TV	14.00
3448 WINCHESTER PIKE	CABLE TV	16.00
3800 CEMETERY ROAD	CABLE TV	16.00
3436 LONDON-LANCASTER ROAD	CABLE TV	15.60
7292 PONTIUS ROAD	CABLE TV	16.00
7258 PONTIUS ROAD	CABLE TV	13.00
92 AMITY ROAD	CABLE TV	14.50
90 NORTON ROAD	CABLE TV	15.00
8079 MORSE ROAD	CABLE TV	16.00
1838 DARBY CREEK DRIVE	CABLE TV	16.50
3250 CEMETERY ROAD	CABLE TV	15.00
3494 FISHER ROAD	CABLE TV	16.00
3375 CEMETERY ROAD	CABLE TV	16.00
66 AMITY ROAD	CABLE TV	15.50
2940 COURTRIGHT ROAD	CABLE TV	13.00
3710 ALKIRE ROAD	CABLE TV	16.50
3009 COURTRIGHT ROAD	CABLE TV	13.00
3024 COURTRIGHT ROAD	CABLE TV	12.00
3029 COURTRIGHT ROAD	CABLE TV	12.60
7500 DAVIS ROAD	CABLE TV	14.50
5514 HAMILTON ROAD	CABLE TV	14.00
2645 GARDNER ROAD	CABLE TV	17.00
7580 DAVIS ROAD	CABLE TV	16.00
2661 GARDNER ROAD	CABLE TV	17.00
5350 HAMILTON ROAD	CABLE TV	16.00
90 ALTON ROAD	CABLE TV	16.50
350 ALTON ROAD	CABLE TV	16.50
4290 GROVE CITY ROAD	CABLE TV	16.00
4330 GROVE CITY ROAD	CABLE TV	17.50
414 ALTON ROAD	CABLE TV	16.50
7600 DAVIS ROAD	CABLE TV	14.50
5193 HAYES ROAD	CABLE TV	14.00
5273 HAYES ROAD	CABLE TV	13.00
7 GROVEPORT ROAD	CABLE TV	14.00

12/95 13.49.53

PAGE 3

ADDR	UTIL	HEIGHT
5692 WINCHESTER PIKE	CABLE TV	12.50
9343 ALKIRE ROAD	CABLE TV	16.50
5829 SALTZGABER ROAD	CABLE TV	16.00
5038 COSGRAY ROAD	CABLE TV	16.00
2380 GARDNER ROAD	CABLE TV	16.00
2421 GARDNER ROAD	CABLE TV	16.00
5451 COSGRAY ROAD	CABLE TV	15.50
7124 DAVIS ROAD	CABLE TV	14.50
7159 DAVIS ROAD	CABLE TV	16.00
888 ALTON ROAD	CABLE TV	16.50
NORTH OF MORSE RD. INTERSECTION	COUNTY SIGN	16.00
823 BROWN ROAD	ELECTRIC	16.00
3426 WAGGONER ROAD	ELECTRIC	15.00
777 BROWN ROAD	ELECTRIC	17.00
4769 ZUBER ROAD	ELECTRIC	16.50
NO ADDRESS LAMBERT ROAD	ELECTRIC	15.00
8265 HARRISBURG-LONDON ROAD	ELECTRIC	17.00
5711 BABBITT ROAD	ELECTRIC	16.00
7706 HARRISBURG-LONDON ROAD	ELECTRIC	16.50
DARBY CREEK 2ND HOUSE FROM BROAD	ELECTRIC	17.50
22 ALTON ROAD	ELECTRIC	17.00
5514 HAMILTON ROAD	ELECTRIC	14.00
1731 DEMOREST ROAD	ELECTRIC	17.00
73 HAMILTON ROAD	ELECTRIC	16.00
70 HAMILTON ROAD	ELECTRIC	14.00
2460 DARBY CREEK DRIVE	ELECTRIC	16.00
5243 NORTON ROAD	ELECTRIC	17.50
1768 REYNOLDSBURG-NEW ALBANY ROAD	ELECTRIC	15.00
5106 NORTON ROAD	ELECTRIC	15.50
DARBY CREEK RUNWAY GALBREATH FARM	ELECTRIC	17.50
174 NORTON ROAD	ELECTRIC	16.00
NORTON ROAD BY OHIO BELL	ELECTRIC	17.50
BY OHIO BELL	ELECTRIC	17.50
8309 HAVENS CORNER ROAD	ELECTRIC	16.00
2676 HOLTON ROAD	ELECTRIC	17.50
7850 HARLEM ROAD	ELECTRIC	16.00
5801 SALTZGABER ROAD	ELECTRIC	14.00
7890 HARLEM ROAD	ELECTRIC	15.00
1292 TAYLOR STATION ROAD/SOUTH	ELECTRIC	15.00
WAGGONER & WENGERT	ELECTRIC	16.00
5692 WINCHESTER	ELECTRIC	13.00
917 BROWN ROAD	ELECTRIC	17.50
916 BROWN ROAD	ELECTRIC	16.00
3657 KITZMILLER ROAD	ELECTRIC	16.00
1200 ALTON ROAD	ELECTRIC	16.00
2001 ALTON ROAD	ELECTRIC	16.50
6960 O'HARRA ROAD	ELECTRIC	15.00
6944 O'HARRA ROAD	ELECTRIC	17.50
6800 O'HARRA ROAD	ELECTRIC	15.50
670 GALLOWAY ROAD	ELECTRIC	17.50
70 HARLEM ROAD	ELECTRIC	16.00

Columbus Southern Power
Ohio Power
Columbus Region
215 N Front St
Columbus, OH 43215 2291
614 464 7700

COMPANY EXHIBIT

NO.

14



Mr. Paul Siemer
Coaxial Communications
3770 E. Livingston Ave.
Columbus, OH 43227

Attention: Mr. Paul Siemer

August 1, 1995

Dear Mr. Siemer,

Columbus Southern Power has completed the final inspection of Coaxial Communications facilities on 15,051 Columbus Southern Power poles, as indicated on 167 permits (see attached list). We have identified 408 violations to be corrected.

Columbus Southern Power is requesting the violations that can be corrected by Coaxial (see attached code sheet) without the assistance of C.S.P. Engineering Department, be corrected within the next 90 days.

We will be in contact with your company in the near future to set up the necessary field meetings related to the hazards that are indicated on the attached maps.

If there are any questions, please contact Glenn Howard on (614)464-7544.

Very truly yours,

A handwritten signature in dark ink, appearing to read 'L. B. Olsen', written in a cursive style.

L. B. Olsen,
Supervisor
Columbus Region Information

LBO:as
attachments
c: G. M. Howard

VIOLATION CODE ASSIGNMENTS

VIOLATION TYPE	REQUIREMENT FOR CATV COMPANIES	CODE
o Primary separation at pole	40"	P1
o Primary separation at midspan	30"	P2
o Secondary conductor separation at pole	40"	V1
o Secondary conductor separation at midspan	30"	M1
o Separation from secondary drip loops	40"	D1
o Separation from street light bracket	4"	L1
o Separation from street light drip loop	12"	L1
o Below top of primary or secondary riser conduit	40"	RV1
o Cable above road or driveway (regardless of span length)	18'-0"	C1
o Service drop above middle of road	16'-0"	DC1
o Above other areas subject to truck traffic (commercial driveway, cultivated field, farming area, etc.)	18'-0"	C4
o Above areas of pedestrian access only	12'-0"	C3
o CATV anchor needed	-	NG1
o CATV guy wire	-	NG2
o CATV bond needed	-	NB
o CATV transfer to new pole	-	NT
o CATV attach to new pole set in line	-	NA
o Closure (pedestal) contacting, or within 3'-0" of pole (non-joint)	-	NJ
o Closure (pedestal) contacting, or within 3'-0" of pole	-	CJ
o CATV lateral cable needs clamped to pole	-	CC
o CATV lateral drops need clamped to pole	-	CD
o Remove CATV dead drops from pole	-	RD

PERMITS INSPECTED BY CONTRACTOR ON FINAL RIDE-OUT

<u>Permit No.</u>	<u>Number of Poles</u>	<u>Additional Contacts</u>	<u>Number of Violations</u>
5183-0014	425	-	25
5183-0015	428	-	17
5184-0008	27	-	7
5184-0009	28	-	-
5184-0011	3	-	-
5184-0012	1	-	-
5184-0013	4	-	-
5184-0014	16	-	-
5184-0015	5	1	3
5184-0019	8	-	3
5184-0020	37	-	-
5184-0023	80	-	12
5184-0024	162	-	9
5184-0027	3	-	-
5184-0028	5	-	2
5185-0002	26	-	8
5185-0007	88	-	2
5185-0008	79	-	-
5185-0011	9	-	1
5185-0014	28	-	1
5185-0015	32	-	-
5185-0016	36	-	8
5185-0017	139	-	19
5185-0019	100	-	6
5185-0020	97	-	4
5185-0021	64	-	-
5185-0022	59	-	5
5185-0025	83	-	6
5185-0026	102	-	-

Permits Inspected
Page 2

5185-0033	17	-	-
5186-0002	4	-	3
5186-0003	39	-	-
5186-0018	17	-	2
5186-0025	96	-	1
5186-0026	26	-	4
5186-0032	139	-	-
5186-0033	143	4	5
5186-0034	125	-	5
5186-0035	111	6	1
5186-0036	161	28	1
5186-0037	109	16	7
5186-0038	144	1	1
5186-0039	91	4	-
5186-0040	155	5	6
5186-0041	164	15	2
5186-0043	129	22	19
5186-0044	72	19	-
5186-0046	190	10	12
5186-0049	153	1	6
5186-0050	158	2	3
5186-0051	63	1	1
5186-0052	149	5	4
5186-0053	125	4	6
5186-0059	12	-	1
5186-0060	15	1	-
5186-0062	12	2	-
5187-0001	125	9	6
5187-0002	126	12	1
5187-0003	159	-	-
5187-0004	170	29	7

Permits Inspected
Page 3

5187-0005	105	1	3
5187-0006	179	5	7
5187-0007	108	3	1
5187-0008	128	8	5
5187-0009	119	24	1
5187-0010	120	2	2
5187-0011	106	4	2
5187-0012	138	6	3
5187-0013	133	4	5
5187-0014	103	5	3
5187-0015	121	2	1
5187-0016	67	-	2
5187-0017	140	-	7
5187-0018	65	1	-
5187-0019	129	-	-
5187-0020	20	1	3
5187-0021	10	-	-
5187-0022	14	-	-
5187-0023	23	-	-
5187-0024	12	-	-
5187-0025	16	-	3
5188-0001	40	-	-
5188-0006	162	3	4
5188-0008	64	1	1
5188-0009	60	-	-
5188-0010	59	4	-
5188-0011	55	5	-
5188-0012	150	-	3
5188-0013	29	3	3
5188-0021	67	7	-
5188-0022	22	-	-

COMPANY EXHIBIT
NO. 25



Permits Inspected
Page 4

5188-0023	159	6	3
5188-0024	160	7	-
5188-0025	94	4	-
5188-0026	160	4	-
5188-0027	160	8	6
5188-0028	158	3	1
5188-0029	138	5	2
5188-0030	163	19	-
5188-0031	134	3	2
5188-0044	136	11	-
5188-0045	150	9	-
5188-0046	92	4	2
5188-0050	151	-	2
5188-0051	109	-	-
5188-0053	24	-	-
5188-0054	54	-	-
5188-0055	135	1	1
5188-0056	16	-	-
5188-0057	173	1	3
5188-0065	171	6	3
5188-0066	121	1	4
5188-0067	154	9	8
5188-0068	190	13	4
5188-0069	172	3	5
5188-0070	129	1	1
5188-0071	204	3	6
5188-0072	123	1	2
5188-0075	88	2	2
5188-0076	55	4	-
5188-0086	45	2	-
5188-0089	204	16	4
5188-0090	13	2	-

Permits Inspected

Page 5

5188-0096	130	-	3
5188-0105	49	-	-
5188-0152	9	-	-
5189-0158	202	-	1
5189-0162	25	-	-
5189-0163	28	-	-
5189-0165	18	2	-
5189-0166	9	-	-
5189-0168	4	-	-
5189-0175	106	-	10
5189-0185	15	-	-
5189-0186	10	1	-
5189-0187	25	-	-
5189-0190	169	2	4
5189-0191	134	-	-
5189-0192	158	-	1
5189-0197	206	-	1
5189-0198	117	3	-
5189-0199	174	9	3
5189-0200	143	-	5
5189-0205	16	-	-
5189-0206	80	-	2
5189-0210	53	2	1
5189-0212	31	11	-
5189-0215	51	9	2
5189-0216	4	-	-
5189-0217	31	-	-
5189-0219	11	-	-
5191-0233	70	7	3
5191-0235	55	-	-
5191-0237	2	-	1

Permits Inspected
Page 6

5191-0238	7	-	-
5191-0239	64	-	5
5191-0240	27	-	-
5191-0244	138	-	-
5192-0009	12	-	-
5192-0014	49	2	4
5192-0015	40	-	-
5192-0017	11	-	-
5192-0019	139	-	-
5192-0247	139	8	-
5192-0248	72	-	-
5193-0006	18	1	-
5193-0008	<u>228</u>	-	-
Total	15,051	<u>346</u>	<u>408</u>

1 **BEFORE THE PUBLIC UTILITIES COMMISSION OF OHIO**

RECEIVED DOCKETING DIV
97 APR 28 PM 4:51
PUCO

2
3 IN THE MATTER OF THE COMPLAINT)
4 OF THE OHIO CABLE)
5 TELECOMMUNICATIONS ASSOCIATION,)
6 COAXIAL COMMUNICATIONS, INC.)
7 AND TIME WARNER CABLE,)

8)
9 Complainants,)

CASE NO. 96-1309-EL-CSS

10 v.)

11)
12 COLUMBUS SOUTHERN POWER)
13 COMPANY, d/b/a AMERICAN ELECTRIC)
14 POWER ("AEP") AND OHIO POWER)
15 COMPANY, d/b/a AMERICAN ELECTRIC)
16 POWER ("AEP"),)

17)
18 Respondents.)
19
20

21 **DIRECT TESTIMONY OF DEAN C. RINGLE,**
22 **CHIEF DEPUTY, FRANKLIN COUNTY ENGINEER'S OFFICE**
23
24

25 **Question 1.** PLEASE STATE YOUR NAME, EMPLOYER AND TITLE, AND
26 BUSINESS ADDRESS.


27 **Answer:** My name is Dean C. Ringle. I am Chief Deputy of the Franklin County
28 Engineer's Office. My business address is 970 Dublin Road, Columbus, OH 43215.

29 **Question 2.** WOULD YOU SUMMARIZE THE DUTIES OF THE FRANKLIN
30 COUNTY ENGINEER?

31 **Answer:** The duties of the Franklin County Engineer are to plan, design, build, and
32 maintain a safe and efficient highway system within the jurisdiction of Franklin County.

33 **Question 3.** WHAT IS THE PURPOSE OF YOUR TESTIMONY?

34 **Answer:** The purpose of my testimony is to provide the Commission with the
35 operating height of the Franklin County salt trucks which are operated during the winter season.



1 These are dump trucks which operate with the dump bed raised so as to enable salt to be spread
2 out the back of the truck.

3 **Question 4.** HOW DOES THE CLEARANCE HEIGHT OF UTILITY CABLES
4 CROSSING OVER ROADS AFFECT PUBLIC SAFETY?

5 **Answer:** If cables crossing over roads are too low, we may not have clearance for
6 our salt trucks. If a salt truck operating in the winter season strikes a low cable, the cable will
7 either snap or it may pull down the pole or other attachments. This striking of low cables could
8 adversely affect the safety of our drivers, the traveling public and utility and cable service.

9 **Question 5.** IS THERE AN APPROPRIATE STANDARD ROAD CLEARANCE
10 HEIGHT FOR CABLE ATTACHMENTS WHICH THE FRANKLIN COUNTY ENGINEER'S
11 OFFICE BELIEVES WILL PROVIDE ADEQUATE CLEARANCE FOR ITS SALT TRUCKS?

12 **Answer:** Yes. We have measured our salt trucks with the dump bed raised in an
13 operating condition to spread salt. The height of such trucks varies from 12' to 15'. Of course, a
14 cable should be strung across a roadway in excess of the height of a truck to allow for clearance
15 and wind conditions. We feel that the minimum road clearance standard of 16' under the worst of
16 winter conditions is appropriate. Therefore, we recommend that when cable is strung, it be strung
17 at a clearance of 18' to allow for an additional sag during icy, wintry weather.

18 **Question 6.** ARE THE FRANKLIN COUNTY SALT TRUCKS LIMITED TO
19 OPERATING ON FRANKLIN COUNTY ROADS AND HIGHWAYS?

20 **Answer:** No. While our trucks salt and plow snow off of county roads and
21 highways, we often traverse city streets to get to the county roads and highways.

22 **Question 7.** DOES THE FRANKLIN COUNTY ENGINEER'S OFFICE TAKE ANY
23 ACTIONS OR ISSUE ANY COMMUNICATIONS TO UTILITY POLE ATTACHEES IF IT

1 FINDS THAT A PARTICULAR ATTACHMENT IS CROSSING A ROAD AT LESS THAN
2 THE APPROPRIATE ROADWAY HEIGHT CLEARANCE STANDARD?

3 Answer: Yes. Whenever we find that a cable is too low, we try to contact the
4 owner of the attachment and request that they raise the attachment to the appropriate roadway
5 height clearance standard.

6 Question 8. DID AMERICAN ELECTRIC POWER, AMERITECH OHIO OR NEW
7 MEDIA EVER INFORM YOUR OFFICE OF AN INTENT TO ALLOW CABLES TO BE
8 STRUNG BELOW THE TELEPHONE ATTACHMENTS ON UTILITY POLES?

9 Answer: No, not that I am aware of.

10 Question 9. DID AMERICAN ELECTRIC POWER, AMERITECH OHIO, OR NEW
11 MEDIA EVER APPROACH YOUR OFFICE AND REQUEST A LOWERING OR
12 REDUCTION OF THE APPROPRIATE ROAD CLEARANCE STANDARD IN FRANKLIN
13 COUNTY?

14 Answer: No, not that I am aware of.

15 Question 10. ARE YOU AWARE OF ANY CHANGE IN YOUR OFFICE'S POLICY
16 WITH RESPECT TO THE APPROPRIATE ROAD CLEARANCE HEIGHT STANDARD IN
17 THE LAST SEVEN (7) YEARS?

18 Answer: No.

19 Question 11. DOES THAT CONCLUDE YOUR TESTIMONY?

20 Answer: Yes, it does.

21