

**BEFORE THE  
PUBLIC UTILITIES COMMISSION OF OHIO**

<b>In the Matter of the Application of</b>	)	
<b>Ohio Power Company to Amend</b>	)	<b>Case No. 15-974-EL-ATA</b>
<b>its Pole Attachment Tariff</b>	)	

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**Ohio Power Company's Application  
To Revise the Pole Attachment Tariff pursuant to Ohio Admin. Code §4901:1-03**

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Ohio Power Company d/b/a AEP Ohio ("AEP Ohio" or the "Company") submits this application to update its Pole Attachment Tariff. In support of its application, AEP Ohio states the following:

1. AEP Ohio is an electric utility as that term is defined in §4928.01(A)(11), Ohio Rev. Code.
2. AEP Ohio is an electric utility operating company and subsidiary of American Electric Power Company, Inc.
3. AEP Ohio is required to file tariffs with the Commission containing the charges, terms and conditions for the attachment of any wire, cable, facility or apparatus to its poles under §4905.71(A), Ohio Rev. Code.
4. On April 3, 2014, the Commission engaged in a rulemaking in Case No. 13-579-AU-ORD to create a new set of rules to govern the dedicated to access to poles, ducts, conduits, and rights-of-way provided by public utilities.
5. On July 03, 2014, the Commission issued new rules in Case No. 13-579-AU-ORD to govern the dedicated access to poles, ducts, conduits and rights-of-way provided by public utilities.

6. On February 25, 2015 the Commission issued an entry in Case No. 13-579-AU-ORD directing "...electric distribution utility pole owners to each file the appropriate company-specific tariff amendment application, including the applicable calculations based on 2014 data, on or before May 1, 2015."
7. On April 22, 2015 the Commission issued an entry in Case No. 13-579-AU-ORD extending the filing date for the tariff amendment application to May 15, 2015.
8. In accordance with the above-mentioned proceeding and Commission orders, AEP Ohio developed the following amendments to the Company's Pole Attachment Tariff.
9. Schedule 1 provides the calculation of an Annual Pole Attachment Fees for CATV Companies based on 2014 data.
10. Schedules 2 and 3 provide the Company's red-lined Pole Attachment Tariffs.
11. As the April 22, 2015 Entry in this case indicates (at paragraph 3), "...the Commission finds that the automatic approval date for the pole attachment amendments shall be extended to September 1, 2015."

Based on the information and exhibits submitted with this filing and pursuant to the Commission's orders in Case No. 13-679-AU-ORD, the Company's proposed Pole Attachment Tariffs will be automatically approved effective September 1, 2015 unless otherwise ordered by the Commission.

Respectfully submitted,

/s/ Steven T. Nourse

Steven T. Nourse

American Electric Power Service  
Corporation

1 Riverside Plaza, 29<sup>th</sup> Floor

Columbus, Ohio 43215

Telephone: (614) 715-1608

Fax: (614) 716-2950

stnourse@aep.com

*Counsel for Ohio Power Company*

# **SCHEDULE 1**

<b>OHIO POWER</b>					
<b>CALCULATION OF ANNUAL POLE COST - JOINT USE</b>					
<b>2014 DATA (2015 RATE)</b>					
NET CALCULATION					
Line	Description	Acct. Ref.	Report Reference or Formula	\$	Line
1	Gross Investment				1
2	Poles	364	FORM 1; Page 207 (g)Ln64	654,180,596	2
3	Conductor	365	FORM 1; Page 207 (g)Ln65	672,468,182	3
4	Services	369	FORM 1; Page 207 (g)Ln69	315,224,716	4
5	Total Overhead Accts		Sum Accts 364,365,369	1,641,873,494	5
6	Total Dist. Plant		FORM 1; Page 207 (g)Ln75	4,083,984,333	6
7	Total Utility Plant		FORM 1; Page 200 (b)Ln8	6,553,878,645	7
8					8
9	Deprec. Reserve				9
10	Poles		(L2/L6)*L12	233,025,469	10
11	Overhead Accts		(L5/L6)*L12	584,851,252	11
12	Total Dist. Plant		FORM 1; Page 219 (c)Ln26	1,454,754,803	12
13	Total Utility Plant		FORM 1; Page 200 (b)Ln14	2,452,494,858	13
14					14
15	Deferred Taxes				15
16	Poles		(L2-L10)/(L7-L13)*L23	127,135,463	16
17	Overhead Accts		(L5-L11)/(L7-L13)*L23	319,086,731	17
18	Total Utility Plant				18
19	For Accel. Amort. Ppty	281	FORM 1; Page 273 (k)Ln8	0	19
20	For Other Ppty	282	FORM 1; Page 275 (k)Ln2	864,572,631	20
21	Deferred FIT-Other	283	FORM 1; Page 277 (k)Ln9	521,279,952	21
22	Deferred Taxes	190	FORM 1; Page 234 (c)Ln8	147,754,564	22
23	Deferred Taxes Tot. Plt.		Sum Accts 281,282,283 Less 190	1,238,098,019	23
24					24
25	Net Pole Investment		L2-L10-L16	294,019,664	25
26	Net Overhead Accts		L5-L11-L17	737,935,511	26
27	Net Plant Investment		L7-L13-L23	2,863,285,768	27
28					28
29	Appurt. Elimination Rate		Rate for Electric Company	15.00%	29
30	Number of Poles		Company Records	989,697	30
31	Net Cost of a Bare Pole		(L25*(1-L29))/L30	252.52	31
32					32
33	Deprec. Rate - Poles		Annual Deprec. Rate	2.72%	33
34	Administrative Exp.		FORM 1; Page 323 (b)Ln 197	84,435,620	34
35	Pole Maintenance Exp		L25/L26*L36	51,069,689	35
36	Mainten. of Overhead Lines	593	FORM 1; Page 322 (b)Ln 149	128,175,566	36
37	Operating Taxes				37
38	Taxes Other Than Income	408	FORM 1; Page 114 (c)Ln 14	353,268,261	38
39	Income Taxes - Federal	409.1a	FORM 1; Page 114 (c)Ln 15	74,342,784	39
40	Income Taxes - Other	409.1b	FORM 1; Page 114 (c)Ln 16	-4,181,270	40
41	Provision for Def. Inc. Tax	410.1	FORM 1; Page 114 (c)Ln 17	306,811,676	41
42	Provision for Def. Inc. Tax (cr.)	411.1	FORM 1; Page 114 (c)Ln 18	-246,072,179	42
43	Investment Tax Cr. Adj. - Net	411.4	FORM 1; Page 114 (c)Ln 19	-203,196	43
44	Operating Taxes - Total			483,966,076	44
45					45
46	Depreciation Expense Factor		(L33*L2)/L25	6.05%	46
47	Admin. Factor		L34/L27	2.95%	47
48	Pole Mainten. Factor		L35/L25	17.37%	48
49	Tax Expense Factor		L44/L27	16.90%	49
50	Rate of Return		Commission Order 13-2385-EL-AIR	8.02%	50
51	Annual Cost Factor		L46+L47+L48+L49+L50	51.29%	51
52	Annual Net Pole Cost		L51*L31	\$129.52	52
53					
54	CATV Co. Space %		1FT/13.5FT	7.41%	54
55	CATV Co. Attachment Fee		L54*L52	\$9.59	55
Updated 04/28/2015					

# **SCHEDULE 2**

## P.U.C.O. NO. 20

SCHEDULE PA  
(Pole Attachment)Availability of Service

Available to any operator of a cable system, other than a Public Utility, who has obtained, under law, any necessary public or private authorization and permission to construct and maintain attachments such as wire, cable, facility or other apparatus to the Company's poles, pedestals, or to place same in the Company's conduit duct space, so long as those attachments do not interfere, obstruct, or delay the service and operation of the Company or create a hazard to safety. As used in this Tariff, an "Attachment" shall mean the physical connection of (a) a messenger strand supporting the wires, cables or strand-mounted associated facilities and equipment of a cable system or (b) service drops affixed to the pole and located more than one vertical foot away from the point at which the messenger strand is attached to the pole (but not a strand-originating or mid-span service drop) or (c) service drops located on a dedicated service, drop or lift pole. An Attachment shall consume no more than one foot (1') of vertical space on any distribution pole owned by the Company.

Rates and Charges

The following distribution rates and charges shall apply to each pole of the Company, if any portion of it is occupied by or reserved for the customer's attachments.

Initial Contact Fee.....\$2.50 per pole

To cover the cost to the Company not separately accounted for in processing the application for each initial contact, but no such initial contact fee shall be required if the customer has previously paid an initial contact fee with respect to such pole location.

Billing for Initial Contact Fee will be rendered on the annual billing date each year for all accumulated initial contacts from the preceding year.

Annual Attachment Charge:

A. CATV and All Others.....~~\$6-269.59~~ per pole per year

For each additional attachment made during the current rental year, as authorized and pursuant to the terms and conditions of the agreement as required herein, the annual charge shall be billed on the next annual billing date using the previous year's rate, and shall be computed on the assumption that all attachments made during the contract year were on the pole for one-half the year and the annual charge shall be prorated accordingly.

If the customer has notified the Company of the abandonment by customer of any poles during the contract year, such poles shall be deemed to have been used for one-half of the year and an appropriate credit shall be given.

Billing of annual charges will be rendered in advance annually on each agreement's annual billing date and will be the rate in effect at the time of billing. In addition, the Company shall bill the customer for the prorated portion of any rate increase granted during the contract year.

Filed pursuant to ~~Orders dated December 14, 2011 in Case Nos. 11-346-EL-SSO, 11-348-EL-SSO, 11-351-EL-AIR, and 11-352-EL-AIR~~ Entry dated April 22, 2015 in Case No. 13-579-AU-ORD.

Issued: ~~December 22, 2014~~ May 15, 2015

Effective: ~~January 1, 2012~~ September 1, 2015

Issued by  
Pablo Vegas, President  
AEP Ohio

P.U.C.O. NO. 20

SCHEDULE PA  
(Pole Attachment)Special Charges

Customer shall reimburse the Company for all non-recurring expenses caused by or attributable to Customer's attachments.

All charges for inspection, installation, removal, replacement or rearrangement work necessary to facilitate the Customer's attachments and requirements shall be based on the full cost and expense to the Company in performing such work. The charges shall be determined in accordance with the normal and customer methods used by the Company in determining such cost.

Billings for special charges shall be rendered as the work is performed. Company may require advance payment of special charges before any work is initiated.

The Company reserves the right to waive any portion of the charges under this schedule applicable to non-profit entities, rural electric cooperatives and Political Subdivisions of the State of Ohio.

Payments

Bills are due and payable in full by mail, checkless payment plan, electronic payment plan, or at an authorized payment agent of the Company, within 30 days from the date the bill is issued by the Company. On bills not so paid, the customer shall pay interest on such unpaid balance at a rate of 8% per year (the "Interest Rate").

Contracts

Pole attachments shall be allowed only upon signing by the Company and the customer of a written Agreement making reference to this schedule, and upon the approval by the Company of a written application submitted by customer requesting permission to contact specific poles.

Term of Contract

Agreements executed with reference to this schedule shall continue in force until terminated by either party giving to the other prior written notice as prescribed in said agreements. No such termination, however, shall reduce or eliminate the obligation of the customer to make payments of any amounts due to Company for any services covered by this schedule, and shall not waive charges for any attachment until said attachment is removed from the pole to which it is attached.

Should the customer not place attachments or reserve space on the Company's poles in any portion of the area covered by the agreement within six months of its effective date, the Company may, at its option, terminate the Agreement.

Special Terms and Conditions

Terms and conditions of service for this schedule shall be pursuant to any Agreement existing between the Company and the customer on October 1, 2011. In the event that no such Agreement existed,

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AEP Ohio



P.U.C.O. NO. 20

SCHEDULE PA  
(Pole Attachment)

then the terms and conditions of service shall be in accordance with the Company's standard Agreement and this schedule.

Attachment Inventories

The Company reserves the right to conduct periodic inventories of Licensee installations on its poles for the purpose of ensuring the accuracy of pole-attachment rental invoices. The Company shall have the right to conduct such inventories every five (5) years or more often if, in the Company's reasonable discretion, conditions warrant. Licensee shall reimburse the Company for Licensee's reasonable share of the actual expense associated with such inventory. The Company's right to conduct such inventory shall not relieve Licensee of any responsibility, obligation, or liability imposed by law or assumed under the Agreement. The Company shall provide Licensee with no less than 90 days' advance written notice of its intention to conduct such Attachment inventory and shall provide to Licensee a reasonable opportunity to participate in the planning and implementation of the inventory. The first inventory conducted after the effective date of the revision contained on this Sheet shall be for the purposes of determining a base line count of Licensee Attachments (the "Base Inventory"). To the extent that the Base Inventory results in the discovery of Attachments that were not previously permitted by the Company pursuant to the Company's permitting process ("Unauthorized Attachments") the Company shall be entitled to collect back rent ("Back Rent") for such Unauthorized Attachments in an amount not to exceed the lesser amount of (i) five (5) years' rent at the prevailing per-unit rental rate in effect during each of the applicable years; or (ii) the number of lesser actual years that the Attachments have been installed, at the prevailing applicable per-unit rate; or (iii) the number of years, less than five (5), back to a prior inventory. The calculation of Back Rent herein shall include an interest charge for the applicable period of time set forth above calculated at the Interest Rate. With respect to future inventories conducted after the Base Inventory, to the extent that such inventory results in the discovery of Unauthorized Attachments that were made after the Base Inventory, the Company shall be entitled to collect from Licensee (a) an Unauthorized Attachment or occupancy sanction in the amount of \$25 per Unauthorized Attachment, plus (b) Back Rent. Notwithstanding the foregoing, an Attachment made to a service or drop pole shall not be considered to be an Unauthorized Attachment if the Licensee seeks to permit the Attachment within thirty (30) days of attaching to the Company's pole.

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Pablo Vegas, President  
AEP Ohio

# **SCHEDULE 3**

P.U.C.O. NO. 20

SCHEDULE OAD - PA  
(Open Access Distribution - Pole Attachment)Availability of Service

Available to any operator of a cable system, other than a Public Utility, who has obtained, under law, any necessary public or private authorization and permission to construct and maintain attachments such as wire, cable, facility or other apparatus to the Company's poles, pedestals, or to place same in the Company's conduit duct space, so long as those attachments do not interfere, obstruct, or delay the service and operation of the Company or create a hazard to safety. As used in this Tariff, an "Attachment" shall mean the physical connection of (a) a messenger strand supporting the wires, cables or strand-mounted associated facilities and equipment of a cable system or (b) service drops affixed to the pole and located more than one vertical foot away from the point at which the messenger strand is attached to the pole (but not a strand-originating or mid-span service drop) or (c) service drops located on a dedicated service, drop or lift pole. An Attachment shall consume no more than one foot (1') of vertical space on any distribution pole owned by the Company.

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A. CATV and All Others.....~~\$6-269.59~~ per pole per year

For each additional attachment made during the current rental year, as authorized and pursuant to the terms and conditions of the agreement as required herein, the annual charge shall be billed on the next annual billing date using the previous year's rate, and shall be computed on the assumption that all attachments made during the contract year were on the pole for one-half the year and the annual charge shall be prorated accordingly.

If the customer has notified the Company of the abandonment by customer of any poles during the contract year, such poles shall be deemed to have been used for one-half of the year and an appropriate credit shall be given.

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Issued by  
Pablo Vegas, President  
AEP Ohio

## P.U.C.O. NO. 20

SCHEDULE OAD - PA  
(Open Access Distribution - Pole Attachment)

Billing of annual charges will be rendered in advance annually on each agreement's annual billing date and will be the rate in effect at the time of billing. In addition, the Company shall bill the customer for the prorated portion of any rate increase granted during the contract year.

Special Charges

Customer shall reimburse the Company for all non-recurring expenses caused by or attributable to Customer's attachments.

All charges for inspection, installation, removal, replacement or rearrangement work necessary to facilitate the Customer's attachments and requirements shall be based on the full cost and expense to the Company in performing such work. The charges shall be determined in accordance with the normal and customer methods used by the Company in determining such cost.

Billings for special charges shall be rendered as the work is performed. Company may require advance payment of special charges before any work is initiated.

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SCHEDULE OAD - PA  
(Open Access Distribution - Pole Attachment)

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Terms and conditions of service for this schedule shall be pursuant to any Agreement existing between the Company and the customer on October 1, 2011. In the event that no such Agreement existed, then the terms and conditions of service shall be in accordance with the Company's standard Agreement and this schedule.

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The Company reserves the right to conduct periodic inventories of Licensee installations on its poles for the purpose of ensuring the accuracy of pole-attachment rental invoices. The Company shall have the right to conduct such inventories every five (5) years or more often if, in the Company's reasonable discretion, conditions warrant. Licensee shall reimburse the Company for Licensee's reasonable share of the actual expense associated with such inventory. The Company's right to conduct such inventory shall not relieve Licensee of any responsibility, obligation, or liability imposed by law or assumed under the Agreement. The Company shall provide Licensee with no less than 90 days' advance written notice of its intention to conduct such Attachment inventory and shall provide to Licensee a reasonable opportunity to participate in the planning and implementation of the inventory. The first inventory conducted after the effective date of the revision contained on this Sheet shall be for the purposes of determining a base line count of Licensee Attachments (the "Base Inventory"). To the extent that the Base Inventory results in the discovery of Attachments that were not previously permitted by the Company pursuant to the Company's permitting process ("Unauthorized Attachments") the Company shall be entitled to collect back rent ("Back Rent") for such Unauthorized Attachments in an amount not to exceed the lesser amount of (i) five (5) years' rent at the prevailing per-unit rental rate in effect during each of the applicable years; or (ii) the number of lesser actual years that the Attachments have been installed, at the prevailing applicable per-unit rate; or (iii) the number of years, less than five (5), back to a prior inventory. The calculation of Back Rent herein shall include an interest charge for the applicable period of time set forth above calculated at the Interest Rate. With respect to future inventories conducted after the Base Inventory, to the extent that such inventory results in the discovery of Unauthorized Attachments that were made after the Base Inventory, the Company shall be entitled to collect from Licensee (a) an Unauthorized Attachment or occupancy sanction in the amount of \$25 per Unauthorized Attachment, plus (b) Back Rent. Notwithstanding the foregoing, an Attachment made to a service or drop pole shall not be considered to be an Unauthorized Attachment if the Licensee seeks to permit the Attachment within thirty (30) days of attaching to the Company's pole.

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