



Legal Department

American Electric Power  
1 Riverside Plaza  
Columbus, OH 43215-2373  
AEP.com

September 19, 2016

Barcy F. McNeal  
Docketing Division Chief  
Public Utilities Commission of Ohio  
180 East Broad Street  
Columbus Ohio 43215-3793

Steven T. Nourse  
Senior Counsel -  
Regulatory Services  
(614) 716-1608 (P)  
(614) 716-2014 (F)  
stnourse@aep.com

Re: PUCO Case No. 15-974-EL-ATA, *In the Matter of the Application of Ohio Power Company to Amend its Pole Attachment Tariff*

Dear Ms. McNeal:

On September 7, 2016, the Commission issued a Finding and Order in Case No. 15-974-EL-ATA approving with modifications AEP Ohio's Pole attachment tariff as filed on May 15, 2015 and amended on May 22, 2015. The Finding and Order directed the Company to file final pole attachment tariffs within 30 days.

With this filing, the Company submits its final redline tariffs to the Commission for approval. These tariffs contain the modifications required in the Finding and Order in paragraphs 22 regarding Nondiscriminatory Pole Attachment Access and 30 regarding establishment of a Payment due date.

The Company requests that the Commission provide timely approval of the tariffs.

Sincerely,

/s/ Steven T. Nourse  
Steven T. Nourse

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

SCHEDULE PA  
(Pole Attachment)Availability of Service

Available to ~~any operator of a cable system, operators, telecommunications carriers, incumbent and other local exchange carriers, public utilities, governmental entities and other entities with either a physical attachment or a request for attachment to the pole that is authorized to attach pursuant to section 4905.51 or 4905.71 of the Revised Code other than a Public Utility, who has obtained, under law, any necessary public or private authorization and permission on a nondiscriminatory basis~~ 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. there is sufficient capacity and the attachments do not interfere with the safety, reliability, and general applicable engineering purposes of said pole. This tariff is not available to public utilities or to governmental entities seeking to attach seasonal attachments to the pole.~~ 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.....\$9.59 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.

Filed pursuant to ~~Entry dated April 22, 2015 Finding and Order dated September 7, 2016~~ in Case No. ~~13-579-AU-ORD-15-974-EL-ATA~~

Issued: ~~May 15, 2015~~

Effective: ~~September 1, 2015~~

Issued by  
~~Pablo Vegas~~ Julia Sloat, President  
AEP Ohio

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

SCHEDULE PA  
(Pole Attachment)

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.

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, except for payments for make-ready work as described below. On bills not so paid, and not disputed or subject to inquiry, the customer shall pay interest on such unpaid balance at a rate of 8% per year (the "Interest Rate"). Payment for make-ready work shall be made within 21 days of receipt of the cost estimate, unless the Company receives a written dispute or request for additional information regarding the scope of work or allocation of costs of the work from the Customer, in which case the 21-day period will be held in abeyance until the dispute or inquiry is resolved.

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,

Filed pursuant to Entry dated April 22, 2015 Finding and Order dated September 7, 2016 in Case No. 13-579-AU-ORD-15-974-EL-ATA

Issued: May 15, 2015

Effective: September 1, 2015

Issued by  
Pablo Vegas Julia Sloat, President  
AEP Ohio

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

SCHEDULE PA  
(Pole Attachment)

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, 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 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.

Filed pursuant to ~~Entry dated April 22, 2015 Finding and Order dated September 7, 2016~~ in Case No. ~~13-579-AU-ORD-15-974-EL-ATA~~

Issued: May 15, 2015

Effective: September 1, 2015

Issued by  
Pablo Vegas Julia Sloat, President  
AEP Ohio

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, operators, telecommunications carriers, incumbent and other local exchange carriers, public utilities, governmental entities and other entities with either a physical attachment or a request for attachment to the pole that is authorized to attach pursuant to section 4905.51 or 4905.71 of the Revised Code other than a Public Utility, who has obtained, under law, any necessary public or private authorization and permission on a nondiscriminatory basis~~ 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 ~~these attachments do not interfere, obstruct, or delay the service and operation of the Company or create a hazard to safety~~ there is sufficient capacity and the attachments do not interfere with the safety, reliability, and general applicable engineering purposes of said pole. This tariff is not available to public utilities or to governmental entities seeking to attach seasonal attachments to the pole. 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.....\$9.59 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.

Filed pursuant to ~~Entry dated April 22, 2015 in Finding and Order dated September 7, 2016 in~~ Case No. ~~13-579-AU-ORD-15-974-EL-ATA~~

Issued: ~~May 15, 2015~~ \_\_\_\_\_

Effective: ~~September 1, 2015~~ \_\_\_\_\_

Issued by  
~~Pablo Vegas~~ Julia Sloat, President  
AEP Ohio

P.U.C.O. NO. 20

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

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.

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, except for payments for make-ready work as described below. On bills not so paid, and not disputed or subject to inquiry, the customer shall pay interest on such unpaid balance at a rate of 8% per year (the "Interest Rate"). Payment for make-ready work shall be made within 21 days of receipt of the cost estimate, unless the Company receives a written dispute or request for additional information regarding the scope of work or allocation of costs of the work from the Customer, in which case the 21-day period will be held in abeyance until the dispute or inquiry is resolved.

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

Filed pursuant to Entry dated April 22, 2015 in Finding and Order dated September 7, 2016 in Case No. 13-579-AU-ORD-15-974-EL-ATA

Issued: May 15, 2015

Effective: September 1, 2015

Issued by  
Pablo Vegas Julia Sloat, President  
AEP Ohio

P.U.C.O. NO. 20

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

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, 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~~ 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

Filed pursuant to ~~Entry dated April 22, 2015 in Finding and Order dated September 7, 2016 in~~ Case No. ~~13-579-AU-ORD-15-974-EL-ATA~~

Issued: ~~May 15, 2015~~ \_\_\_\_\_

Effective: ~~September 1, 2015~~ \_\_\_\_\_

Issued by  
~~Pablo Vegas~~ Julia Sloat, President  
AEP Ohio

P.U.C.O. NO. 20

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

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.

Filed pursuant to ~~Entry dated April 22, 2015 in Finding and Order dated September 7, 2016 in~~ Case No. ~~13-579-AU-ORD-15-974-EL-ATA~~

Issued: ~~May 15, 2015~~ \_\_\_\_\_

Effective: ~~September 1, 2015~~ \_\_\_\_\_

Issued by  
~~Pablo Vegas~~ Julia Sloat, President  
AEP Ohio



**This foregoing document was electronically filed with the Public Utilities**

**Commission of Ohio Docketing Information System on**

**9/19/2016 2:39:19 PM**

**in**

**Case No(s). 15-0974-EL-ATA**

Summary: Correspondence -redline pole attachment tariffs of Ohio Power Company electronically filed by Mr. Steven T Nourse on behalf of Ohio Power Company