

September 29, 2016

Mrs. Barcy McNeal
Commission Secretary
The Public Utilities Commission of Ohio
180 East Broad Street
Columbus, OH 43215


SUBJECT: Case Nos. 15-975-EL-ATA

Dear Mrs. McNeal:

In response to and compliance with the Orders dated February 25, 2015 and September 7, 2016 in Case Nos. 13-579-AU-ORD and 15-975-EL-ATA, respectively, please file the attached Pole Attachment Tariff pages on behalf of The Cleveland Electric Illuminating Company. These tariff pages reflect changes to the Pole Attachment Tariff.

Please file one copy of the tariffs in Case Nos. 15-975-EL-ATA and provide two copies to the Staff. Thank you.

Sincerely,

A handwritten signature in black ink that reads "Santino L. Fanelli". The script is cursive and fluid.

Santino L. Fanelli
Director, Rates & Regulatory Affairs

Enclosures

P.U.C.O. NO. 1
POLE ATTACHMENT TARIFF

PART A – RATES, TERMS AND CONDITIONS FOR POLE ATTACHMENTS
BY CABLE TELEVISION AND PRIVATE COMMUNICATION SYSTEMS

I. Applicability and Scope

- A. This Part-A of the tariff applies to any cable television or private communication system attachment to a fully-owned Company pole or to the Company controlled space on a jointly-owned pole. Attachments under this tariff shall be made pursuant to 4901:1-3, Ohio Administrative Code.

Cable television or private communication system attachments to the communication space of poles fully-owned by the Company or to the power space of poles jointly-owned by the Company where adequate communication space on such poles is not available for such attachments may be permitted under this tariff.

- B. Cable television or private communication system attachments to Company poles will not be permitted where in the sole judgment of the Company the attachments will interfere with the Company's own service requirements, or will be prejudicial to the economy, safety or future needs of the Company's service or the use of its facilities by others with prior rights to such use.

II. Limitations

- A. The Company may deny an attaching entity access to its poles, ducts, conduits, or rights-of-way, on a nondiscriminatory basis where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes. Attachments to poles under Part A of this tariff shall not create or vest in the cable television or private communication system any ownership or property rights in the poles affected.
- B. Attachments to poles under Part A of this tariff shall not create or vest in the cable television or private communication system any right to compel the Company to construct, retain, extend, place or maintain any poles not needed for its own service requirements.
- C. Attachments to poles under Part A of this tariff shall not relieve the cable television or private communication system from the obligation of obtaining from appropriate public authorities and private owners of real property any and all permits, franchises, licenses and grants required by law for such attachments.
- D. The Company shall provide all attaching entities no less than sixty days written notice prior to:
- (a) Removal of facilities or termination of any service to those facilities;
 - (b) Any increase in pole attachment rates; or
 - (c) Any modification of facilities other than routine maintenance or modification in response to emergencies.

Within fifteen days of such notice an attaching entity may file with the commission a petition for temporary stay of the action contained in a notice.

Filed pursuant to Orders dated February 25, 2015 and September 7, 2016 in Case Nos. 13-579-AU-ORD and 15-975-EL-ATA,
respectively before

The Public Utilities Commission of Ohio

P.U.C.O. NO. 1
POLE ATTACHMENT TARIFF

PART A – RATES, TERMS AND CONDITIONS FOR POLE ATTACHMENTS
BY CABLE TELEVISION AND PRIVATE COMMUNICATION SYSTEMS (Cont'd)

III. Liability and Damages (Cont'd)

- B. The cable television or private communication system attaching to poles under Part A of this tariff shall indemnify and hold the Company harmless against any and all claims, demands, causes of action, damage, costs or liabilities of every kind which may arise out of or be caused by the attachment of such facilities to poles, including but not limited to the following:
1. The erection, maintenance, presence, use or removal of the cable television or private communication system facilities or equipment on the Company's poles.
 2. Any act of the cable television or private communication system on or in the vicinity of the Company's poles.
 3. Any interruption, discontinuance or interference with the cable television's or private communication's system's service caused by any action of the Company pursuant to or consistent with the rates, terms and conditions of this tariff.

IV. Application for Attachment

- A. Any cable television or private communication system desiring to attach to Company poles under Part A of this tariff shall submit in duplicate an appropriately completed Application for Pole Attachment. The application process shall be consistent with the rights and obligations set forth in 4901:1-3-03(B)(1) and (2), Ohio Administrative Code.
- B. The Application for Pole Attachment shall be considered granted and rental fees shall commence when the cable television or private communication system signs and returns the Company's cost estimate application, known as Consumer Charge Application Form, and payment.

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P.U.C.O. NO. 1
POLE ATTACHMENT TARIFF

PART A – RATES, TERMS AND CONDITIONS FOR POLE ATTACHMENTS
BY CABLE TELEVISION AND PRIVATE COMMUNICATION SYSTEMS (Cont'd)

VIII. Pole Attachment Rental Fees

- A. The cable television or private communication system shall pay to the Company the following pole attachment rental fees:

1. \$10.33 per year rental for each pole attachment.
2. \$7.00 per year rental for each anchor attachment.

The rates contained in this tariff shall be updated on an annual basis. No later than May 1st of each year, the Company shall file with the PUCO a request for approval of the tariff charges which, unless otherwise ordered by the PUCO, shall become effective on July 1st of each year.

- B. January billing for pole and anchor attachment rental fees shall be at the rate of 50% of the annual rental fee for all attachments accepted during the preceding year, plus a 100% annual rental fee for all attachments for the current year.
- C. Attachment fees shall be due and payable annually, in advance, on the 31st day of January of each year. Failure to pay such fees within twenty (20) days after presentment of the bill or on the specified payment date, whichever is later, shall constitute a default under this tariff.
- D. If the Company finds or learns of any equipment or facilities of the cable television or private communication system on a pole for which no attachment is authorized, then the Company may take the following actions:
1. The Company may require the cable television or private communication system to remove the equipment and facilities immediately, or
 2. The Company may remove the facilities and equipment at the cable television or private communication system's expense and without liability to the Company, or
 3. The Company may impose a charge and may require the cable television or private communication system to file and have processed the Company's application for pole attachment.

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P.U.C.O. NO. 1
POLE ATTACHMENT TARIFF

PART A – RATES, TERMS AND CONDITIONS FOR POLE ATTACHMENTS
BY CABLE TELEVISION AND PRIVATE COMMUNICATION SYSTEMS (Cont'd)

IX. Additional Charges (Cont'd)

C. Payment Date

Any and all other bills, including make ready work, are due and payable within twenty-one (21) days of receipt. The twenty-one day period to accept a valid estimate for make ready work and make payment will be held in abeyance pending resolution of any dispute or inquiry.

X. Cancellation of Cable Television or Private Communication System Attachment Rights

A. Reasons for Cancellation

1. The attachment rights of the cable television or private communication system shall be canceled when the company requests it in writing.
2. If the Company is advised by governmental authority or private property owners that use of any pole is not authorized and is objected to by the governmental authority or private property owner and as a result the Company must remove, sell or otherwise dispose of the pole, then the cable television or private communication system attachment rights shall be canceled and the system shall promptly remove its facilities from the affected pole if the Company requests the removal.
3. The Company shall have the right to cancel any or all rights granted to a cable television or private communication system if the system's facilities are maintained or used in violation of any law or in aid of any unlawful act or undertaking.
4. If the cable television or private communication system fails to comply with any of the terms or conditions or defaults in any of its obligations under this tariff, and if the cable television or private communication system fails to correct such default or noncompliance within thirty (30) days after written notice from the Company, then the Company may terminate attachment rights granted to the system for any or all poles. Until the default or noncompliance has been corrected, the Company shall not be required to accept applications from the cable television or private communication system for additional attachments.

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POLE ATTACHMENT TARIFF

ILLUSTRATIONS (Cont'd)

FIG. 1 ARRANGEMENT OF
CABLE TELEVISION
DROPS

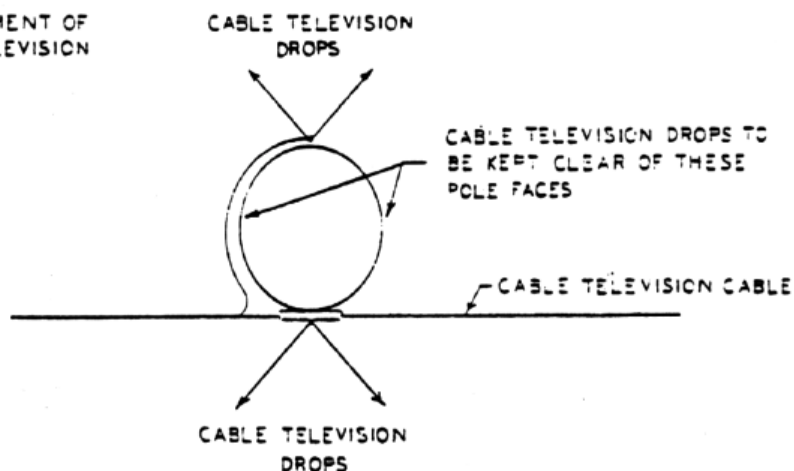


Fig. 2 – Clearances Between Cable Television Cable, Drops, Equipment and Lamp Brackets

Lamp Bracket Signal Facility Clearance Table

Lamp Bracket Attachment	Lamp Bracket Clearances – Min.		
	Ungrounded Brkt.		Grounded Brkt.
	Inches		Inches
Above Signal Open Wire	<u>120V</u> 20	<u>480V</u> 20	<u>120V or 480V</u> 20
Below Signal Open Wire	<u>120V</u> 24	<u>480V</u> 40	<u>120V or 480V</u> 24
Above Signal Cable	<u>120V</u> 20	<u>480V</u> 20	<u>120V or 480V</u> 12*
Below Signal Cable	<u>120V</u> 20	<u>480V</u> 40	<u>120V or 480V</u> 12*

* Drip loops of conductors entering street light brackets from the surface of the pole shall be at least 12 inches from communication cables or telephone through bolts.

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P.U.C.O. NO. 1
POLE ATTACHMENT TARIFF

PART B – RATES, TERMS AND CONDITIONS FOR POLE ATTACHMENTS
BY ANY PERSON OR ENTITY OTHER THAN A PUBLIC OR MUNICIPAL UTILITY,
CABLE TELEVISION OR PRIVATE COMMUNICATION SYSTEM

I. Applicability and Scope

- A. This Part B of the tariff applies to any noncable television, nonprivate communication, nonpublic or nonmunicipal utility system attachment by any person or entity to a fully-owned Company pole or to the Company controlled space on a jointly-owned pole. Such attachments may include but are not limited to attachments by public and private persons and entities for fire and traffic signal purposes and for security purposes. Attachments under this tariff shall be made pursuant to 4901:1-3, Ohio Administrative Code.
- B. Such attachments to Company poles will not be permitted where the attachments will interfere with the Company's own service requirements, or will be prejudicial to the economy, safety or future needs of the Company's service or the use of its facilities by others with prior rights to such use.

II. Limitations

- A. The Company may deny an attaching entity access to its poles, ducts, conduits, or rights-of-way, on a nondiscriminatory basis where there is insufficient capacity or for reasons of safety, reliability, and generally applicable engineering purposes. Attachments by any person or entity to poles under Part B of this tariff shall not create or vest in such person or entity any ownership or property rights in the poles affected.
- B. Attachments by any person or entity to poles under Part B of this tariff shall not create or vest in such person or entity any right to compel the Company to construct, retain, extend, place or maintain any poles not needed for its own service requirements.
- C. Attachments by any person or entity to poles under Part B of this tariff shall not relieve such person or entity from the obligation of obtaining from appropriate public authorities and private owners of real property any and all permits, franchises, licenses and grants required by law for such attachments.

Filed pursuant to Orders dated February 25, 2015 and September 7, 2016 in Case Nos. 13-579-AU-ORD and 15-975-EL-ATA,
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P.U.C.O. NO. 1
POLE ATTACHMENT TARIFF

PART B – RATES, TERMS AND CONDITIONS FOR POLE ATTACHMENTS
BY ANY PERSON OR ENTITY OTHER THAN A PUBLIC OR MUNICIPAL UTILITY,
CABLE TELEVISION OR PRIVATE COMMUNICATION SYSTEM (Cont'd)

II. Limitations (Cont'd)

- D. Attachment rights by any person or entity under Part B of this tariff shall not be assigned or in any manner transferred without the prior written consent of the Company, which shall not unreasonably withhold such consent. If consent is granted, the provisions of Part B of this tariff shall extend to and bind such person's or entity's successor.
- E. The Company reserves to itself, its successors or it assigns the right to maintain its poles and to operate its facilities in such manner as will best enable it, in its discretion, to fulfill its own service requirements.
- F. The Company shall not be liable to any such person or entity for any interruption in service or for any interference with the operation of any pole attachment equipment or facilities arising in any manner out of the use of the Company's poles.
- G. The Company shall not be responsible for any rearrangement of any such person's or entity's facilities necessitated by a telephone company purchasing an interest in a fully-owned Company pole on which said person or entity has been granted attachment rights.
- H. The Company shall provide all attaching entities no less than sixty days written notice prior to:
 - (a) Removal of facilities or termination of any service to those facilities;
 - (b) Any increase in pole attachment rates; or
 - (c) Any modification of facilities other than routine maintenance or modification in response to emergencies.Within fifteen days of such notice an attaching entity may file with the commission a petition for temporary stay of the action contained in a notice.

III. Liability and Damages

- A. Any person or entity attaching to poles under Part B of this tariff shall exercise special precaution to avoid damaging the cables, equipment or facilities of the Company and of others occupying the Company's poles and assume all responsibility for any and all loss or damage arising from or out of any such person's or entity's attachment to the poles. Said person or entity shall immediately report to the Company the occurrence of any damage and agrees to reimburse the Company for the expense incurred in making the repairs.

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POLE ATTACHMENT TARIFF

PART B – RATES, TERMS AND CONDITIONS FOR POLE ATTACHMENTS
BY ANY PERSON OR ENTITY OTHER THAN A PUBLIC OR MUNICIPAL UTILITY,
CABLE TELEVISION OR PRIVATE COMMUNICATION SYSTEM (Cont'd)

III. Liability and Damages (Cont'd)

- B. Any person or entity attaching to poles under Part B of this tariff shall indemnify and hold the Company harmless against any and all claims, demands, causes of action, damage, costs or liabilities of every kind which may arise out of or be caused by the attachment of such person's or entity's facilities to poles, including but not limited to, the following:
1. The erection, maintenance, presence, use or removal of any such person's entity's facilities or equipment on the Company's poles.
 2. Any act of any such person or entity on or in the vicinity of the Company's poles.
 3. Any interruption, discontinuance or interference with any such person's or entity's service caused by any action of the Company pursuant to or consistent with the rates, terms and conditions of Part B of this tariff.

IV. Application for Attachment

- A. Any person or entity desiring to attach facilities to Company poles under Part B of this tariff shall submit in duplicate a written request for such attachment. Such request shall include a complete description of the pole and the attachment sought to be made, shall include drawings or sketches as appropriate, and shall be supplemented by any further information requested by the Company. The application process shall be consistent with the rights and obligations set forth in 4901:1-3-03(B)(1) and (2), Ohio Administrative Code.

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PART B – RATES, TERMS AND CONDITIONS FOR POLE ATTACHMENTS
BY ANY PERSON OR ENTITY OTHER THAN A PUBLIC OR MUNICIPAL UTILITY,
CABLE TELEVISION OR PRIVATE COMMUNICATION SYSTEM (Cont'd)

VIII. Charges (Cont'd)

B. Subsequent Costs

If at any time in the future the Company should be required to pay any city or other governing body any special privilege, license or occupation tax as a direct or indirect result of allowing its poles to be used as supporting structures for such person's or entity's equipment or facilities, then said person or entity shall reimburse the Company, upon demand, for such payments.

C. Payment Date

Any and all other bills, including make ready work, are due and payable within twenty-one (21) days of receipt. The twenty-one day period to accept a valid estimate for make ready work and make payment will be held in abeyance pending resolution of any dispute or inquiry.

IX. Cancellation of Attachment Rights for Any Person or Entity

A. Reasons for Cancellation

1. The attachment rights of any person or entity shall be cancelled when such person or entity requests it in writing.
2. If the Company is advised by governmental authorities or private property owners that use of any pole is not authorized and is objected to by the governmental authority or private property owner and as a result the Company must remove, sell or otherwise dispose of the pole, then the attachment rights of any person or entity shall be cancelled and such person or entity shall promptly remove its facilities from the affected pole if the Company requests the removal.

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in

Case No(s). 15-0975-EL-ATA

Summary: Tariff Compliance filing for order dated September 7, 2016 electronically filed by Karen A Sweeney on behalf of Fanelli, Santino L. Mr. and The Cleveland Electric Illuminating Company