

HUNTER·SMITH·DAVIS

SINCE 1916

LLP

S. Morris Hadden
William C. Bovender
William C. Argabrite
Jimmie Carpenter Miller
Mark S. Dessauer
Gregory K. Haden
Michael L. Forrester
Stephen M. Darden
Edward J. Webb, Jr.
James N. L. Humphreys
Suzanne Sweet Cook
Michael S. Lattier
Scott T. Powers

Kingsport Office
1212 North Eastman Road
P.O. Box 3740
Kingsport, TN 37664
Phone (423) 378-8800
Fax (423) 378-8801

Johnson City Office
100 Med Tech Parkway
Suite 110
Johnson City, TN 37604
Phone (423) 283-6300
Fax (423) 283-6301

Leslie Tentler Ridings
Christopher D. Owens
Chad W. Whitfield
Jason A. Creech
Meredith Bates Humbert
Joseph B. Harvey
Rachel Raiston Mancl
Caroline Ross Williams
Marcy E. Walker
Karen L. Kane
Teresa Mahan Lesnak *
Michael A. Eastridge *
Jeannette Smith Tysinger*

* Of Counsel

www.hsdllaw.com

Respond to:
Kingsport Office
William C. Bovender
423-378-8858
bovender@hsdlaw.com

AMEP/Z.90208

June 28, 2016

VIA EMAIL & FEDEX:

Mr. Herb Hilliard, Chairman
c/o Sharla Dillon, Docket Manager
Tennessee Regulatory Authority
502 Deaderick Street, 4th Floor
Nashville, TN 37243

Re: Petition of Kingsport Power Company d/b/a AEP Appalachian Power for
Approval of Franchise Agreement with the City of Kingsport, Tennessee,
Pursuant to T.C.A. § 65-4-107; **Docket No.: 16-00033**

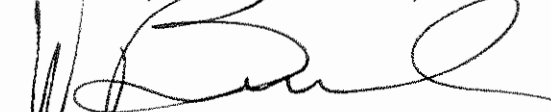
Dear Chairman Hilliard:

Enclosed herewith are Appalachian Power's Responses to Staff Data Requests No. 2. We are sending the original and four (4) copies via FedEx for overnight delivery.

If you have any questions, please feel free to contact our office.

Very sincerely yours,

HUNTER, SMITH & DAVIS, LLP



William C. Bovender

Enclosures

Mr. Herb Hilliard, Chairman

Page 2

June 28, 2016

c: David Foster, Chief-Utilities Division
Charles Patton
James R. Bacha, Esq.
Thomas G. St. Pierre, Esq.
William Castle
Mark Dempsey
Isaac Webb
Joseph B. Harvey, Esq.

**TENNESSEE REGULATORY AUTHORITY
PETITION OF KINGSPORT POWER COMPANY
DOCKET NO. 16-00033**

**Data Requests and Requests for Production
of Documents by the TRA Staff of the
Tennessee Regulatory Authority (Second Set)
to Kingsport Power Company**

Data Request Staff 2-001:

Section X(p) of Ordinance No. 6541 provides in part:

The City shall have the right without cost to use all poles and suitable overhead structures owned by the Company within Public Ways for city wires used in connection with its governmental purposes; provided, however, any such uses shall be for activities owned, operated or used by the City for a public purpose. (Emphasis added).

If the City were to use wires attached to Company poles for non-governmental purposes, including broadband, video and/or telecommunications service offerings to the public, would those attached wires (pole attachments) be offered free of charge under the Ordinance language? Please explain.

Response Staff 2-001:

No. This was discussed specifically with the City during negotiations. If the City were to choose to request pole attachments for any service offering to the public, that request would be treated in the same manner as any request from a telecommunications or other private entity requiring a separate pole attachment agreement and payment of pole attachment rates similar to those charged to any other entity requesting attachments.

Data Request Staff 2-002:

Does the City currently have any wires attached to Company poles? If so, please describe the types of wires connected, and identify the pole attachment rates being assessed.

Response Staff 2-002:

The City currently has fiber optic cable attached in several locations within the City limits for the limited use of communications between City offices and traffic signals. The City also has a very limited number of cameras in place on Company poles for law enforcement purposes; and, a few traffic signal spans are attached to Company poles. The City will compensate the Company for

additional/investment required to accommodate its proposed use of Company poles. However, the City does not currently pay an on-going attachment fee for these minimal uses of Company poles.

Data Request Staff 2-003:

If the franchise agreement is approved, will a pole rental agreement also be required between the City and Company?

Response Staff 2-003:

No. However, the Company and the City intend to formalize an agreement that better defines the Company's liability associated with the City's use of Company facilities strictly from a physical hazard perspective for attachments such as ornamental hanging baskets on downtown streetlight poles, etc. It is not the Company's plan to charge the City for anything more than costs associated with its use of the Company's facilities (such as the cost of attachment points, brackets, etc.). The Company does not anticipate charging any on-going fees for use for current Governmental Purposes.