

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF KENTUCKY UTILITIES)	
COMPANY FOR AN ADJUSTMENT OF ITS)	
ELECTRIC RATES AND FOR)	CASE NO. 2016-00370
CERTIFICATES OF PUBLIC CONVENIENCE)	
AND NECESSITY)	

In the Matter of:

APPLICATION OF LOUISVILLE GAS AND)	
ELECTRIC COMPANY FOR AN)	
ADJUSTMENT OF ITS ELECTRIC AND)	CASE NO. 2016-00371
GAS RATES AND FOR CERTIFICATES OF)	
PUBLIC CONVENIENCE AND NECESSITY)	

**DATA REQUESTS OF
KENTUCKY UTILITIES COMPANY AND
LOUISVILLE GAS AND ELECTRIC COMPANY
PROPOUNDED TO
KENTUCKY CABLE TELECOMMUNICATIONS ASSOCIATION**

Kentucky Utilities Company (“KU”) and Louisville Gas and Electric Company (“LG&E”) (collectively, “the Companies”) respectfully submit the following data requests to Kentucky Cable Telecommunications Association (“KCTA”), to be answered by the date specified in the procedural schedule established by the Kentucky Public Service Commission (“Commission”) in this matter on December 13, 2016.

Instructions

1. As used herein, “Documents” include all correspondence, memoranda, notes, e-mail, maps, drawings, surveys or other written or recorded materials, whether external or internal, of every kind or description in the possession of, or accessible to, KCTA, its witnesses, or its counsel.

2. Please identify by name, title, position, and responsibility the person or persons answering each of these data requests.

3. These requests shall be deemed continuing so as to require further and supplemental responses if KCTA receives or generates additional information within the scope of these requests between the time of the response and the time of any hearing conducted herein.

4. To the extent that the specific document, work paper, or information as requested does not exist, but a similar document, work paper, or information does exist, provide the similar document, work paper, or information.

5. To the extent that any request may be answered by a computer printout, spreadsheet, or other form of electronic media, please identify each variable contained in the document or file that would not be self-evident to a person not familiar with the document or file.

6. If KCTA objects to any request on the ground that the requested information is proprietary in nature, or for any other reason, please notify the undersigned counsel as soon as possible.

7. For any document withheld on the ground of privilege, state the following: date; author; addressee; indicated or blind copies; all persons to whom distributed, shown or explained; and the nature and legal basis for the privilege asserted.

8. In the event any document requested has been destroyed or transferred beyond the control of KCTA, its counsel, or its witnesses, state: the identity of the person by whom it was destroyed or transferred and the person authorizing the destruction or transfer; the time, place and method of destruction or transfer; and the reason(s) for its destruction or transfer. If such a document was destroyed or transferred by reason of a document retention policy, describe in detail the document retention policy.

9. If a document responsive to a request is a matter of public record, please produce a copy of the document rather than a reference to the record where the document is located.

Data Requests

KU:

Mr. Crone

1. Under Mr. Crone's approach regarding the use of pole loading studies, what responsibility, if any, does the Attachment Customer have to indicate any concerns regarding the need for a load bearing study?
2. Under the proposal set forth at page 7 of Mr. Crone's Direct Testimony, what information, if any, must KU provide in its notice to the Attachment Customer when it determines a load bearing study should be performed?
3. Does Mr. Crone agree that, if the Public Service Commission permits the PSA Rate Schedule to become effective, all persons who currently have a license agreement to attach a wireline or a wireless facility to a KU utility pole, will upon expiration of that license agreement be required to provide a load bearing study as part of any application to make further attachments to KU's utility poles? If not, explain why not.
4. Refer to Mr. Crone's Direct Testimony at pages 8-9. Describe the contents of the "documentation" that Mr. Crone testifies should be provided.
5. Refer to Mr. Crone's Direct Testimony at page 9 at which he states: "Pole owners generally provide detailed documentation supporting the charges imposed to show that they are reasonable and cost-based." State whether this statement includes invoices that KU has previously provided Charter Communications for the charges that KU assessed.
6. State whether Charter Communications currently tags its attached facilities. If yes, state when it generally tags a facility that is being attached.
7. State when Charter Communications first began tagging its facilities.
8. State how frequently Charter Communications conducts inspections of its facilities. State whether tagging is currently part of Charter Communications' inspection process.
9. Regarding Mr. Crone's objections to the Attachment Customer bearing the cost of correcting an "out of specification condition," explain how this requirement differs from the requirements currently found in the CTAC Rate Schedule. Term and Condition 3 provides: "In the event any of Customer's construction does not meet any of the foregoing requirements, Customer will correct same in fifteen work days after written notification. Company may make corrections and bill Customer for total costs incurred, if not corrected by Customer." Term and Condition 4 provides: "Customer shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner suitable

to Company and so as not to conflict with the use of said poles by Company, or by other parties, firms, corporations, governmental units, etc., using said poles, pursuant to any license or permit by Company, or interfere with the working use of facilities thereon or which may, from time to time, be placed thereon.”

10. Refer to Mr. Crone’s Direct Testimony at pages 21-22.
 - a. Explain how the provisions in the proposed PSA Rate Schedule differ from those in the existing CTAC Rate Schedule.
 - b. Mr. Crone testifies: “In my experience, the reality is that the numbers of unauthorized attachments utilities claim to “discover” during inspections are misleading and overblown. The identification of “unauthorized attachments” typically results from inaccurate and faulty audits, including, among other things, novel methods to count attachments, that are not designed to determine whether any given attachment has actually been installed without a permit – which of course makes it exceedingly difficult for an Attachment Customer to verify or contest the utility’s claimed number of unauthorized attachments.” State whether Mr. Crone is referring to his experiences with KU or LG&E and provide the specific details of each audit involving these companies where the methods Mr. Crone describes were used.
11. Refer to Mr. Crone’s Direct Testimony at pages 22-24. State whether Mr. Crone is aware of 807 KAR 5:006, Section 12, which provides that “a customer account shall be considered to be current while the dispute is pending if the customer continues to make undisputed payments and stays current on subsequent bills.”
12. Provide the studies, surveys, and all other documents upon which Mr. Crone relies for his statement that “[o]n average, pole load bearing studies increase attachment application costs upward of \$650 per pole.”
13. Provide all studies, surveys, and reports regarding the cost of load bearing studies that Mr. Crone reviewed in the course of preparing his testimony.
14. List each electric and telephone utility in Charter Communication’s Southern Ohio Region to which Charter Communications attaches facilities that requires a load bearing study as a condition for permitting an attachment to its poles or structures.
15. State the average cost for the period from January 1, 2016 to December 31, 2016 for Charter Communications to perform a load bearing study as part of the process to make an attachment to a KU, LG&E, or AT&T Kentucky pole. Provide the cost of each load study performed and the cost of field design component of each study.
16. State the number of KU poles on which Charter Communications placed new attachments under the CTAC Rate Schedule for the period from January 1, 2016

to December 31, 2016. State the number of load bearing studies Charter Communications performed as part of placing these attachments.

17. State the total number of attachments that Charter Communications made in the period from January 1, 2016 to December 31, 2016 in its Southern Ohio Region. State the number of loading studies that Charter Communications made in its Southern Ohio Region during this same period in connection with these attachments.
18. State whether Mr. Crone agrees that under the provisions of the proposed PSA Rate Schedule all wireline and wireless facility attachers subject to the PSA Rate Schedule will be required to submit load study with their attachment applications.
19. State the requirements that Charter Communications must currently meet to place an attachment on an AT&T Kentucky utility pole.
20. Assume that the Public Service Commission adopts Mr. Crone's recommendation that an attachment customer should be required to tag untagged existing attachments as it conducts system upgrades or routine maintenance work. Explain how the Company would enforce an attachment customer's compliance with the requirement if a specific time period is lacking.
21. Identify the tagging requirements that each electric and telephone utility in Charter Communications' Southern Ohio Region imposes on Charter Communications' attachments.
22. State the average cost or fee that Charter Communications pays to utilities in Charter Communications' Southern Ohio Region to attach a wireless facility that is not a strand-mounted wi-fi device to a utility pole or structure.
23. State whether Charter Communications has ever withheld payment from KU or LG&E over a billing dispute. If yes, describe the outcome of the dispute.
24. Provide a copy of each attachment agreement that Charter Communications has with electric utilities in Charter Communications' Southern Ohio Region.
25. Provide a copy of each attachment agreement that Charter Communications has entered that contains an indemnification provision requiring Charter Communications to indemnify the pole owner from claims and that further provides Charter Communications with the right to select counsel to defend the claim and control the defense of the claim.

KU General Requests

26. State whether there have been any incidents in which KU denied access to pole space to a KCTA member and did not offer to replace the utility pole in question or permit the rearrangement of facilities to accommodate the proposed attachment. If yes, describe each incident and provide the date of occurrence.
27. State the amount of time generally required to perform a pole loading study.
28. State whether any KCTA member has been required by KU without cause to have an inspector present during attachment construction for routine work and to pay the cost of that inspection. If yes, describe each incident and provide the date of occurrence.
29. State whether KU has ever required a KCTA member to remove an existing attachment to recover the pole space for KU's needs. If yes, describe each incident and provide the date of the incident.

LG&E:

Mr. Crone

1. Under Mr. Crone's approach regarding the use of pole loading studies, what responsibility, if any, does the Attachment Customer have to indicate any concerns regarding the need for a load bearing study?
2. Under the proposal set forth at page 7 of Mr. Crone's Direct Testimony, what information, if any, must the Company provide in its notice to the Attachment Customer when it determines a load bearing study should be performed?
3. Does Mr. Crone agree that, if the Public Service Commission permits the PSA Rate Schedule to become effective, all persons who currently have a license agreement to attach a wireline or a wireless facility to a LG&E utility pole, will upon expiration of that license agreement be required to provide a load bearing study as part of any application to make further attachments to LG&E's utility poles? If not, explain why not.
4. Refer to Mr. Crone's Direct Testimony at pages 8-9. Describe the contents of the "documentation" that Mr. Crone testifies should be provided.
5. Refer to Mr. Crone's Direct Testimony at page 9 at which he states: "Pole owners generally provide detailed documentation supporting the charges imposed to show that they are reasonable and cost-based." State whether this statement includes invoices that LG&E has previously provided Charter Communications for the charges that LG&E assessed.
6. State whether Charter Communications currently tags its attached facilities. If yes, state when it generally tags a facility that is being attached.

7. State when Charter Communications first began tagging its facilities.
8. State how frequently Charter Communications conducts inspections of its facilities. State whether tagging is currently part of Charter Communications' inspection process.
9. Regarding Mr. Crone's objections to the Attachment Customer bearing the cost of correcting an "out of specification condition," explain how this requirement differs from the requirement currently found in the CTAC Rate Schedule. Term and Condition 3 provides: "In the event any of Customer's construction does not meet any of the foregoing requirements, Customer will correct same in fifteen work days after written notification. Company may make corrections and bill Customer for total costs incurred, if not corrected by Customer." Term and Condition 4 provides: "Customer shall, at its own expense, make and maintain said attachments in safe condition and in thorough repair, and in a manner suitable to Company and so as not to conflict with the use of said poles by Company, or by other parties, firms, corporations, governmental units, etc., using said poles, pursuant to any license or permit by Company, or interfere with the working use of facilities thereon or which may, from time to time, be placed thereon."
10. Refer to Mr. Crone's Direct Testimony at pages 21-22.
 - a. Explain how the provisions in the proposed PSA Rate Schedule differ from those in the existing CTAC Rate Schedule.
 - b. Mr. Crone testifies: "In my experience, the reality is that the numbers of unauthorized attachments utilities claim to "discover" during inspections are misleading and overblown. The identification of "unauthorized attachments" typically results from inaccurate and faulty audits, including, among other things, novel methods to count attachments, that are not designed to determine whether any given attachment has actually been installed without a permit – which of course makes it exceedingly difficult for an Attachment Customer to verify or contest the utility's claimed number of unauthorized attachments." State whether Mr. Crone is referring to his experiences with KU or LG&E and provide the details of each audit involving these companies where the methods Mr. Crone describes were used.
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12. Provide the studies, surveys, and all other documents upon which Mr. Crone relies for his statement that "[o]n average, pole load bearing studies increase attachment application costs upward of \$650 per pole."
13. Provide all studies, surveys, and reports regarding the cost of load bearing studies that Mr. Crone reviewed in the course of preparing his testimony.

14. List each electric and telephone utility in Charter Communication's Southern Ohio Region to which Charter Communications attaches facilities that requires a load bearing study as a condition for permitting an attachment to its poles or structures.
15. State the average cost for the period from January 1, 2016 to December 31, 2016 for Charter Communications to perform a load bearing study as part of the process to make an attachment to a KU, LG&E, or AT&T Kentucky pole. Provide the cost of each load study performed and the cost of the field design component of a pole loading study.
16. State the number of LG&E poles on which Charter Communications placed new attachments under the CTAC Rate Schedule for the period from January 1, 2016 to December 31, 2016. State the number of load bearing studies Charter Communications performed as part of placing these attachments.
17. State the total number of attachments that Charter Communications made in the period from January 1, 2016 to December 31, 2016 in its Southern Ohio Region. State the number of loading studies that Charter Communications made in its Southern Ohio Region during this same period in connection with these attachments.
18. State whether Mr. Crone agrees that under the provisions of the proposed PSA Rate Schedule all wireline and wireless facility attachers subject to the PSA Rate Schedule will be required to submit load study with their attachment applications.
19. State the requirements that Charter Communications must currently meet to place an attachment on an AT&T Kentucky utility pole.
20. Assume that the Public Service Commission adopts Mr. Crone's recommendation that an attachment customer should be required to tag untagged existing attachments as it conducts system upgrades or routine maintenance work. Explain how the Company would enforce an attachment customer's compliance with the requirement if a specific time period is lacking.
21. Identify the tagging requirements that each electric and telephone utility in Charter Communications' Southern Ohio Region imposes on Charter Communications' attachments.
22. State the average cost or fee that Charter Communications pays to utilities in Charter Communications' Southern Ohio Region for to attach wireless facility that is not a strand-mounted wi-fi device to a utility pole or structure.
23. State whether Charter Communications has ever withheld payment from KU or LG&E over a billing dispute. If yes, describe the outcome of the dispute.
24. Provide a copy of each attachment agreement that Charter Communications has with electric utilities in Charter Communications' Southern Ohio Region.

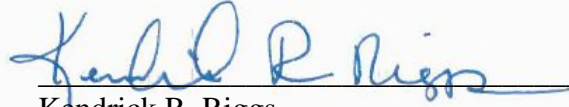
25. Provide a copy of each attachment agreement that Charter Communications has entered that contains an indemnification provision requiring Charter Communications to indemnify the pole owner from claims and that further provides Charter Communications with the right to select counsel to defend the claim and control the defense of the claim.

LG&E General Requests

26. State whether there are any incidents in which LG&E denied access to pole space to a KCTA member and did not offer to replace the utility pole in question or permit the rearrangement of facilities to accommodate the proposed attachment. If yes, describe each incident and provide the date of occurrence.
27. State the amount of time generally required to perform a pole loading study.
28. State whether any KCTA member has been required by LG&E without cause to have an inspector present during attachment construction for routine work and to pay the cost of that inspection. If yes, describe each incident and provide the date of the incident.
29. State whether LG&E has ever required a KCTA member to remove an existing attachment to recover the pole space for LG&E's own needs. If yes, describe each incident and provide the date of occurrence.

Dated: March 17, 2017

Respectfully submitted,

A handwritten signature in blue ink, reading "Kendrick R. Riggs", is written over a horizontal line.


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*Counsel for Kentucky Utilities Company
and Louisville Gas and Electric Company*

CERTIFICATE OF COMPLIANCE

This is to certify that Kentucky Utilities Company's and Louisville Gas and Electric Company's March 17, 2017 electronic filing of the Data Requests is a true and accurate copy of the same document being filed in paper medium; that the electronic filing has been transmitted to the Commission on March 17, 2017; that there are currently no parties that the Commission has excused from participation by electronic means in this proceeding; and that an original and six copies, in paper medium of the Data Requests, are being mailed by U.S. First Class Mail, postage prepaid, to the Commission on March 17, 2017.



*Counsel for Kentucky Utilities Company
and Louisville Gas and Electric Company*