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PUBLIC SERVICE
COMMISSION

COMMONWEALTH OF KENTUCKY

BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

APPLICATION OF KENTUCKY)
UTILITIES COMPANY FOR AN) CASE NO. 2009-00548
ADJUSTMENT OF BASE RATES)

In the Matter of:

APPLICATION OF LOUISVILLE GAS)
AND ELECTRIC COMPANY FOR AN) CASE NO. 2009-00549
ADJUSTMENT OF ITS ELECTRIC)
AND GAS BASE RATES)

**JOINT SUR-REPLY OF KENTUCKY UTILITIES COMPANY
AND LOUISVILLE GAS AND ELECTRIC COMPANY
TO THE MOTION OF TW TELECOM OF KENTUCKY, LLC
FOR FULL INTERVENTION**

Kentucky Utilities Company (“KU”) and Louisville Gas and Electric Company (“LG&E”) (collectively, “Companies”) respectfully submit this sur-reply in further support of their request that the Commission deny the motions of TW Telecom of Kentucky, LLC (“TWTC”) for full intervention in these proceedings. In its Reply, TWTC quotes the “Availability of Service” text from the Companies’ proposed Rate CTAC¹ tariffs at Original Sheet No. 40 and concludes that the absence of language restricting the availability of service to cable television system operators means the service is available to TWTC. Reply at ¶ 2. In fact, TWTC omits the last sentence of the “Availability of Service” text, which reads as follows: “Attachments will be permitted upon execution by both parties of a Cable Television Attachment Agreement supplied by the Company.” The Companies make clear in that tariff sheet that only cable television system operators may take service under Rate CTAC. Copies of Original Sheet No. 40 for both Companies are attached hereto. As indicated in the Companies’ Joint Response

¹ CTAC stands for “cable television attachment charges.”

to the Motion of TWTC for Full Intervention, the “Terms and Conditions of Pole Attachments” at the bottom of Original Sheet No. 40 states as follows: “Upon Written Agreement, Company is willing to permit, to the extent it may lawfully do so, the attachment of cables, wires and appliances to its poles by a **cable television system operator**, hereinafter ‘Customer,’ where . . .” (Emphasis added).

Thus, since TWTC is not a cable television system operator, it may not attach its cables, wires and appliances to the Companies’ poles under Rate CTAC and, therefore, has no interest in these rate proceedings. Its motion for full intervention should be denied.

Dated: March 26, 2010

Respectfully submitted,



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CERTIFICATE OF SERVICE

I hereby certify that a true copy of the foregoing Joint Response was served via U.S. mail, first-class, postage prepaid, this 26th day of March 2010 upon the following persons:

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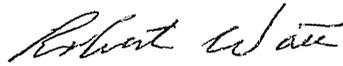
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400001.134411/3840739.1

400001.134411/3839062.2

Standard Rate	CTAC
Cable Television Attachment Charges	
<p>APPLICABLE In all territory served.</p>	
<p>AVAILABILITY OF SERVICE Where Company is willing to permit the attachments of cables, wires and appliances to its poles where, in Company's judgment, such attachments will not interfere with its electric service requirements and other prior licensees using Company's poles. Attachments will be permitted upon execution by both parties of a Cable Television Attachment Agreement supplied by Company.</p>	T
<p>ATTACHMENT CHARGE \$8.93 per year for each attachment to pole, subject to annual adjustment as provided below.</p>	T/I
<p>ATTACHMENT CHARGE ADJUSTMENT The Attachment Charge stated above is subject to change by Company upon twenty (20) days' written notice to the Customer and the Public Service Commission. Such change will be either an upward or downward adjustment, when conditions arise which materially affect the investment in facilities, or a change in Company's costs to cover expense of operation, maintenance, depreciation, taxes, insurance and return on investment, in accordance with the Commission's allowance of such expenses and investments. A change in the Attachment Charge will not be made more often than once in any 12-month period and will apply to the next semi-annual billing period.</p>	T T
<p>BILLING Attachment Charges to be billed semi-annually based on the number of pole attachments being maintained on December 1 and June 1. Provided, however, that should the Agreement be terminated in accordance with the terms of the said Agreement, the Attachment Charges will be prorated to the date of such termination. Payment will be due within thirty (30) days from date of bill. Non-payment of bills shall constitute a default of the Agreement.</p>	T ↓
<p>TERM OF AGREEMENT The Cable Television Attachment Agreement shall become effective upon execution by both parties and shall continue in effect for not less than one (1) year, subject to provisions contained in the agreement. At any time thereafter, the Customer may terminate the agreement by giving not less than six (6) months' prior written notice. Upon termination of the agreement, Customer shall immediately remove its cables, wire, appliances and all other attachments from all poles of Company.</p>	
<p>TERMS AND CONDITIONS OF POLE ATTACHMENTS Pole attachments shall be permitted in accordance with this Schedule. Company's Terms and Conditions shall be applicable, to the extent they are not in conflict with or inconsistent with, the special provisions of this Schedule.</p> <p>Upon written Agreement, Company is willing to permit, to the extent it may lawfully do so, the attachment of cables, wires and appliances to its poles by a cable television system operator, hereinafter "Customer," where, in its judgment, such use will not interfere with its electric service requirements and other prior licensees using Company's poles, including consideration of economy and safety, in accordance with this schedule approved by the Public Service Commission. The Terms and Conditions applicable to such service are as follows:</p>	T T T ↓

Date of Issue: January 29, 2010

Date Effective: March 1, 2010

Issued By: Lonnie E. Bellar, Vice President, State Regulation and Rates, Lexington, Kentucky

Standard Rate	CTAC
Cable Television Attachment Charges	
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<p>AVAILABILITY OF SERVICE Where Company is willing to permit the attachments of cables, wires and appliances to its poles where, in Company's judgment, such attachments will not interfere with its electric service requirements and other prior licensees using Company's poles. Attachments will be permitted upon execution by both parties of a Cable Television Attachment Agreement supplied by Company.</p>	
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