

**COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matters of:

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

and

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

**KENTUCKY CABLE TELECOMMUNICATIONS ASSOCIATION'S  
OBJECTIONS TO CERTAIN DISCOVERY REQUESTS**

Kentucky Cable Telecommunications Association (“KCTA”), by and through its counsel, hereby objects to certain discovery requests propounded by Kentucky Utilities Company (“KU”) and Louisville Gas & Electric Company (“LG&E”) in the above-captioned matters. KCTA is providing its objections four (4) days prior to the established due date, pursuant to the Commission’s Orders dated December 13, 2016.

Respectfully submitted,

/s/ Laurence J. Zielke

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**ATTORNEYS FOR THE KENTUCKY CABLE  
TELECOMMUNICATIONS ASSOCIATION**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Kentucky Cable Telecommunications Association's Objections to Certain Discovery Requests has been served on all parties of record via hand delivery, facsimile, or electronically this 27th day of March, 2017.

/s/ Janice M. Theriot  
Janice Theriot

**KENTUCKY CABLE TELECOMMUNICATIONS ASSOCIATION  
CASE NOS. 2016-00370 and 2016-00371  
KCTA's Objections to KU's and LG&E's Data Requests**

**Dated March 27, 2017**

Responding Witness: Counsel as to Objections

KU REQUEST NO. 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.

RESPONSE:

KCTA objects to this Request to the extent that it seeks information not relevant to the above-captioned proceeding. Rates, terms, and conditions for attachment by third party communications attachers are not negotiated at arms lengths by parties of equivalent bargaining power in a properly functioning marketplace. Pole owners hold monopoly control over essential facilities for communications providers such KCTA's members and can and do extract rates, terms, and conditions that are unjust and unreasonable. Accordingly, whether another pole owner has imposed a given rate, term, or condition is not probative of whether the rate, term, or condition is just and reasonable and should be approved by the Commission where pole attachment rates, terms, and conditions are regulated. Whether other utilities in Charter's Southern Ohio Region require Charter to perform pole loading studies as a condition of attachment therefore does not bear on whether or not KU's loading study requirements are just and reasonable.

**KENTUCKY CABLE TELECOMMUNICATIONS ASSOCIATION  
CASE NOS. 2016-00370 and 2016-00371  
KCTA's Objections to KU's and LG&E's Data Requests**

**Dated March 27, 2017**

Responding Witness: Counsel as to Objections

KU REQUEST NO. 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.

RESPONSE:

KCTA objects to this Request to the extent that it seeks information not relevant to the above-captioned proceeding. Rates, terms, and conditions for attachment by third party communications attachers are not negotiated at arms lengths by parties of equivalent bargaining power in a properly functioning marketplace. Pole owners hold monopoly control over essential facilities for communications providers such KCTA's members and can and do extract rates, terms, and conditions that are unjust and unreasonable. Accordingly, whether another pole owner has imposed a given rate, term, or condition is not probative of whether the rate, term, or condition is just and reasonable and should be approved by the Commission where pole attachment rates, terms, and conditions are regulated. The number of attachments Charter made in its Southern Ohio Region has no bearing on the reasonableness of KU's attachment application procedures. And whether other utilities in Charter's Southern Ohio Region require Charter to perform pole loading studies as a condition of attachment does not bear on whether or not KU's loading study requirements are just and reasonable.

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Responding Witness: Counsel as to Objections

KU REQUEST NO. 19:

State the requirements that Charter Communications must currently meet to place an attachment on an AT&T Kentucky utility pole.

RESPONSE:

KCTA objects to this Request to the extent that it seeks information not relevant to the above-captioned proceeding. Rates, terms, and conditions for attachment by third party communications attachers are not negotiated at arms lengths by parties of equivalent bargaining power in a properly functioning marketplace. Pole owners hold monopoly control over essential facilities for communications providers such KCTA's members and can and do extract rates, terms, and conditions that are unjust and unreasonable. Accordingly, whether another pole owner has imposed a given rate, term, or condition is not probative of whether the rate, term, or condition is just and reasonable and should be approved by the Commission where pole attachment rates, terms, and conditions are regulated. AT&T's pole attachment application procedures are not at issue in this proceeding and do not bear on whether or not KU's attachment application requirements are just and reasonable.

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**Dated March 27, 2017**

Responding Witness: Counsel as to Objections

KU REQUEST NO. 21:

Identify the tagging requirements that each electric and telephone utility in Charter Communications' Southern Ohio Region imposes on Charter Communications' attachments.

RESPONSE:

KCTA objects to this Request to the extent that it seeks information not relevant to the above-captioned proceeding. Rates, terms, and conditions for attachment by third party communications attachers are not negotiated at arms lengths by parties of equivalent bargaining power in a properly functioning marketplace. Pole owners hold monopoly control over essential facilities for communications providers such KCTA's members and can and do extract rates, terms, and conditions that are unjust and unreasonable. Accordingly, whether another pole owner has imposed a given rate, term, or condition is not probative of whether the rate, term, or condition is just and reasonable and should be approved by the Commission where pole attachment rates, terms, and conditions are regulated. The tagging requirements of utilities in Charter's Southern Ohio Region do not bear on the just and reasonableness of KU's proposed requirements.

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**Dated March 27, 2017**

Responding Witness: Counsel as to Objections

KU REQUEST NO. 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.

RESPONSE:

KCTA objects to this Request to the extent that it seeks information not relevant to the above-captioned proceeding. Rates, terms, and conditions for attachment by third party communications attachers are not negotiated at arms lengths by parties of equivalent bargaining power in a properly functioning marketplace. Pole owners hold monopoly control over essential facilities for communications providers such KCTA's members and can and do extract rates, terms, and conditions that are unjust and unreasonable. Accordingly, whether another pole owner has imposed a given rate, term, or condition is not probative of whether the rate, term, or condition is just and reasonable and should be approved by the Commission where pole attachment rates, terms, and conditions are regulated. The costs and fees imposed by other pole owners in Charter's Southern Ohio Region do not bear on whether KU's fees are just and reasonable.



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Responding Witness: Counsel as to Objections

KU REQUEST NO. 24:

Provide a copy of each attachment agreement that Charter Communications has with electric utilities in Charter Communications' Southern Ohio Region.

RESPONSE:

KCTA objects to this Request to the extent that it seeks information not relevant to the above-captioned proceeding. Rates, terms, and conditions for attachment by third party communications attachers are not negotiated at arms lengths by parties of equivalent bargaining power in a properly functioning marketplace. Pole owners hold monopoly control over essential facilities for communications providers such KCTA's members and can and do extract rates, terms, and conditions that are unjust and unreasonable. Accordingly, whether another pole owner has imposed a given rate, term, or condition is not probative of whether the rate, term, or condition is just and reasonable and should be approved by the Commission where pole attachment rates, terms, and conditions are regulated. Charter's pole attachment agreements with electric utilities in its Southern Ohio Region do not bear on whether KU's PSA Rate Schedule contains terms, conditions, and fees that are just and reasonable.

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CASE NOS. 2016-00370 and 2016-00371  
KCTA's Objections to KU's and LG&E's Data Requests**

**Dated March 27, 2017**

Responding Witness: Counsel as to Objections

KU REQUEST NO. 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.

RESPONSE:

KCTA objects to this Request to the extent that it seeks information not relevant to the above-captioned proceeding. Rates, terms, and conditions for attachment by third party communications attachers are not negotiated at arms lengths by parties of equivalent bargaining power in a properly functioning marketplace. Pole owners hold monopoly control over essential facilities for communications providers such KCTA's members and can and do extract rates, terms, and conditions that are unjust and unreasonable. Accordingly, whether another pole owner has imposed a given rate, term, or condition is not probative of whether the rate, term, or condition is just and reasonable and should be approved by the Commission where pole attachment rates, terms, and conditions are regulated. The indemnification provisions imposed by other pole owners does not bear on whether the indemnification provision contained in the PSA Rate Schedule is just and reasonable.

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Responding Witness: Counsel as to Objections

LG&E REQUEST NO. 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.

RESPONSE:

KCTA objects to this Request to the extent that it seeks information not relevant to the above-captioned proceeding. Rates, terms, and conditions for attachment by third party communications attachers are not negotiated at arms lengths by parties of equivalent bargaining power in a properly functioning marketplace. Pole owners hold monopoly control over essential facilities for communications providers such KCTA's members and can and do extract rates, terms, and conditions that are unjust and unreasonable. Accordingly, whether another pole owner has imposed a given rate, term, or condition is not probative of whether the rate, term, or condition is just and reasonable and should be approved by the Commission where pole attachment rates, terms, and conditions are regulated. Whether other utilities in Charter's Southern Ohio Region require Charter to perform pole loading studies as a condition of attachment therefore does not bear on whether or not LG&E's loading study requirements are just and reasonable.

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LG&E REQUEST NO. 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.

RESPONSE:

KCTA objects to this Request to the extent that it seeks information not relevant to the above-captioned proceeding. Rates, terms, and conditions for attachment by third party communications attachers are not negotiated at arms lengths by parties of equivalent bargaining power in a properly functioning marketplace. Pole owners hold monopoly control over essential facilities for communications providers such KCTA's members and can and do extract rates, terms, and conditions that are unjust and unreasonable. Accordingly, whether another pole owner has imposed a given rate, term, or condition is not probative of whether the rate, term, or condition is just and reasonable and should be approved by the Commission where pole attachment rates, terms, and conditions are regulated. The number of attachments Charter made in its Southern Ohio Region has no bearing on the reasonableness of LG&E's attachment application procedures. And whether other utilities in Charter's Southern Ohio Region require Charter to perform pole loading studies as a condition of attachment does not bear on whether or not LG&E's loading study requirements are just and reasonable.

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Responding Witness: Counsel as to Objections

LG&E REQUEST NO. 19:

State the requirements that Charter Communications must currently meet to place an attachment on an AT&T Kentucky utility pole.

RESPONSE:

KCTA objects to this Request to the extent that it seeks information not relevant to the above-captioned proceeding. Rates, terms, and conditions for attachment by third party communications attachers are not negotiated at arms lengths by parties of equivalent bargaining power in a properly functioning marketplace. Pole owners hold monopoly control over essential facilities for communications providers such KCTA's members and can and do extract rates, terms, and conditions that are unjust and unreasonable. Accordingly, whether another pole owner has imposed a given rate, term, or condition is not probative of whether the rate, term, or condition is just and reasonable and should be approved by the Commission where pole attachment rates, terms, and conditions are regulated. AT&T's pole attachment application procedures are not at issue in this proceeding and do not bear on whether or not LG&E's attachment application requirements are just and reasonable.

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Responding Witness: Counsel as to Objections

LG&E REQUEST NO. 21:

Identify the tagging requirements that each electric and telephone utility in Charter Communications' Southern Ohio Region imposes on Charter Communications' attachments.

RESPONSE:

KCTA objects to this Request to the extent that it seeks information not relevant to the above-captioned proceeding. Rates, terms, and conditions for attachment by third party communications attachers are not negotiated at arms lengths by parties of equivalent bargaining power in a properly functioning marketplace. Pole owners hold monopoly control over essential facilities for communications providers such KCTA's members and can and do extract rates, terms, and conditions that are unjust and unreasonable. Accordingly, whether another pole owner has imposed a given rate, term, or condition is not probative of whether the rate, term, or condition is just and reasonable and should be approved by the Commission where pole attachment rates, terms, and conditions are regulated. The tagging requirements of utilities in Charter's Southern Ohio Region do not bear on the just and reasonableness of LG&E's proposed requirements.

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LG&E REQUEST NO. 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.

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LG&E REQUEST NO. 24:

Provide a copy of each attachment agreement that Charter Communications has with electric utilities in Charter Communications' Southern Ohio Region.

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