

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

In the Matter of:

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

**AT&T KENTUCKY’S REPLY IN SUPPORT OF
AT&T KENTUCKY’S MOTION TO INTERVENE**

AT&T Kentucky¹ respectfully submits its Reply in Support of AT&T Kentucky’s Motion to Intervene. On December 29, 2016, LG&E² filed its Objection to AT&T Kentucky’s Motion to Intervene (“Motion”). A motion to intervene is not required to set forth detailed facts or legal argument. Instead, by Commission rule, a motion to intervene must simply state a party’s “interest in the case” and “how intervention is likely to present issues or develop facts that will assist the Commission in fully considering the matter without unduly complicating or disrupting the proceedings.”³ AT&T Kentucky’s Motion (which was timely filed in accordance with the Commission’s scheduling order and which is similar in form to motions to intervene that are routinely granted by the Commission) fully complies with this rule by explaining that AT&T Kentucky intends to address the rates, terms, and conditions that apply when AT&T Kentucky and affiliated entities place attachments on or otherwise use poles, ducts, or other facilities of LG&E – issues that to the best of AT&T Kentucky’s knowledge, other parties will not address.

LG&E, however, asks the Commission to deny AT&T Kentucky’s Motion, claiming that AT&T Kentucky is not impacted by its proposed tariff because “access to and use of LG&E’s

¹ BellSouth Telecommunications, LLC d/b/a AT&T Kentucky
² Louisville Gas & Electric Company
³ 807 KAR 5:001, Section 4(11)(a)(1).

poles and structures are governed by [AT&T Kentucky's] joint use agreement with LG&E, not by any provision in LG&E's tariff." Objection at 2. Under the heading "Applicability of Schedule to Current License Agreements," however, LG&E's proposed tariff provides that "any telecommunications carrier" with an existing "license agreement permitting attachments to [LG&E's] structures" *will be "subject to the rates, terms and conditions of this Schedule upon expiration or termination of its license agreement."* Original Sheet No. 40 (emphasis added). LG&E, therefore, perceives circumstance under which incumbents like AT&T Kentucky would be subject to its proposed tariff. Clearly, the Commission should reject LG&E's request to foreclose an incumbent like AT&T Kentucky from exploring the reasonableness of tariff provisions LG&E perceives applying to it.

As explained above, at this stage of the proceedings AT&T Kentucky is not required to (and does not) set forth all of its concerns with LG&E's proposed tariff.⁴ Without waiving the foregoing, one concern is the reasonableness of LG&E's proposed annual charge of \$84 for attaching a wireless facility, and the reasonableness of LG&E's assumption (upon which this annual charge is based) that on average, each wireless facility uses 11.585 feet of usable space.⁵ The reasonableness of this charge and its underlying assumptions clearly impact AT&T Kentucky's wireless affiliates. They also impact the reasonableness of the rates, terms, and conditions LG&E proposes to apply when wireline carriers wish to use LG&E's facilities upon expiration or termination of existing license agreements – miscalculations regarding average wireless attachments impact the calculations of space available for other (i.e. wireline)

⁴ AT&T Kentucky, of course, is willing to consult with LG&E informally in a good-faith attempt to resolve its concerns with the proposed tariff, without waiving its right to fully participate in this case in the meantime.

⁵ See Testimony of William Seelye, filed November 23, 2016, at 83.

attachments and the reasonableness of proposed rates for those other attachments. AT&T Kentucky is unaware of any other party to this case that intends to explore these and related issues.

Finally, the Commission should reject LG&E's suggestion that AT&T Kentucky's concerns can be addressed adequately "through filing public comments." Objection at 4. Merely filing public comments would not afford AT&T Kentucky the ability to conduct discovery and thus "develop facts that will assist the commission in fully considering the matter" as contemplated by the Commission's intervention rules. And given that the Commission already has entered a scheduling order providing for discovery, granting AT&T's Motion clearly would not "unduly complicate" or "disrupt" these proceedings.

For all of the foregoing reasons, the Commission should grant AT&T Kentucky's Motion to Intervene.

Respectfully submitted,

/s/ Cheryl Winn

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FILING NOTICE AND CERTIFICATE

The undersigned hereby certifies that the foregoing is a true and accurate copy of the same document being filed in paper medium with the Commission within two business days; that the electronic filing was transmitted to the Commission on January 3, 2017; and that there are currently no parties that the Commission has excused from participation by electronic means in this proceeding.

/s/ Cheryl R. Winn