

**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 REQUESTS FOR INFORMATION**  
**TO LOUISVILLE GAS AND ELECTRIC COMPANY**

Pursuant to the Commission’s Order of December 13, 2016 and 807 KAR 5:001, Section (12), AT&T Kentucky<sup>1</sup> requests LG&E<sup>2</sup> to file and serve responses to the following Requests for Information (“Requests”) by January 25, 2107.

**DEFINITIONS AND INSTRUCTIONS**

1. In preparing the answers to these Requests, please provide the text of each Request immediately before your response to that Request.
2. Answer each Request separately and fully in writing under oath, unless it is objected to, in which case the reasons for objection must be stated in lieu of an answer.
3. The term “document” refers to any recorded, printed, computer-stored, computer-generated, typewritten, handwritten or other information of whatever character, including but not necessarily limited to letters or other correspondence, communications, memoranda, notes, notes of conversations, telephone calls, or meetings, telegrams, bulletins, agreements, calendars,

---

<sup>1</sup> BellSouth Telecommunications, LLC d/b/a AT&T Kentucky

<sup>2</sup> Louisville Gas & Electric Company

diaries, telephone calls, records and slips, handwritten notes, inspections, or inspection reports, trip reports, tabulations, financial papers (grants, loans, etc.) and records thereof, work papers, reports, prints, slides, movies, videotapes, programs, or any other pictorial representation of any kind or nature, tape recordings, or other mechanical or electronic recordings. "Document" shall also expressly include "e-mail," computer data recorded on a hard drive or disk, or otherwise retrievable through computers or computer systems.

4. The term "describe" means to represent or give an account of in writing and with specificity and particularity any conversation, testimony, document, person, other item or oral communication.

5. If any Request is objected to on the ground that it requests information that is privileged or falls within the work-product doctrine, please respond to the Request to the extent that it is not objectionable, and please provide the following information:

- a) State the nature and basis of the privilege or doctrine you claim;
- b) If a document is involved:
  - (i) identify it stating the date and type of document (e.g., letter, memorandum, report), its present location and the name and address of its custodian, a summary of its contents, the name and address of the person(s) who drafted, prepared and/or signed it;
  - (ii) identify all persons known to you who have seen the document; and
  - (iii) specify their relationship to the author;
- c) If an oral communication is involved:
  - (i) identify it;
  - (ii) specify its date, purpose and place it was made;
  - (iii) identify all persons known to you to whom the substance of the oral communication has been disclosed; and
  - (iv) specify their relationship to the speaker.

d) State all other facts relied upon by you for your claim of privilege or work-product doctrine.

6. If you cannot answer any Request in full, answer to the fullest extent possible, specify the reason for your inability to answer the rest of the Request and state whatever information or knowledge you have concerning the unanswered portion, and describe the efforts you have made to obtain information necessary to answer that Request.

7. If you are aware of any document which is requested but is no longer in your possession or control, identify each such document and state whether it is:

a) Missing or lost;

b) Destroyed;

c) Transferred voluntarily or involuntarily to others, and provide their names and address(es); or

d) Otherwise disposed of and in each instance describe the circumstances surrounding the disposition and state the date or approximate date when it happened.

8. "Proposed tariff" means all tariff provisions filed in this case that address the rates, terms, and conditions of attachments to LG&E poles and structures, including without limitation P.S.C. No. 18, Original Sheet No. 40 through Original Sheet No. 40.19.

### **REQUESTS FOR INFORMATION**

1. Please explain in detail how LG&E calculated the 11.585 feet of occupancy for wireless attachments which purportedly corresponds to the average space currently used for each wireless facility, as addressed in the prefiled Direct Testimony of William Steven Seelye. In doing so, please identify all supporting documents, including without limitation work papers and photographs, schematics, and/or similar depictions of typical wireless attachments on LG&E poles.
2. Please state the total number of wireless attachments presently on LG&E distribution poles and provide: the name of each person or entity owning and/or operating such attachments; upon how many poles each such entity has placed attachments, and the date(s) each such attachment was placed.

3. For each person or entity identified in response to Request No. 2, please identify and describe the specific contract, agreement, document, or arrangement (including without limitation tariff, joint use agreement, license agreement, unwritten agreements, etc.) that governs the rates, terms, and conditions of the attachment(s).
4. Please provide the average height for all LG&E distribution poles and provide documentation supporting the average height provided.
5. Please provide the average height of all LG&E distribution poles on which wireless facilities are attached and provide documentation supporting the average height provided.
6. Does LG&E permit wireless attachments on its distribution poles that are higher than 45 feet? If so, please describe with specificity the rates, terms, and conditions that apply to such attachments.
7. If LG&E requires a pole to be at least a certain height to permit a wireless attachment, please identify that minimum height and provide in detail the reasons supporting it.
8. Will LG&E negotiate customer-specific rates, terms, and conditions for wireless attachments, or will the rates, terms, and conditions in the proposed tariff be the only option for wireless attachments?
9. Upon expiration or termination of an existing joint use and/or license agreement, will LG&E negotiate customer-specific rates, terms, and conditions for wireline attachments, or does it contend that the rates, terms, and conditions in the proposed tariff will be the only option for wireline attachments?
10. Please explain why the proposed tariff (Section 23, Original Sheet No. 40.18) requires differing levels of "Performance Assurance" for wireline and wireless attachment customers and provide all reasons, calculations, and other support for the difference.
11. Please provide (to the extent available, in machine readable Excel or Access file format) an accounting breakdown of LG&E's investment in all distribution poles (FERC Account 364), broken down by: pole size (height) and vintage; guys; anchors; cross arms; and any other appurtenance.
12. Please provide (to the extent available, in machine readable Excel or Access file format) a complete inventory (count) of LG&E-owned distribution poles inclusive of vintage (year of placement), installed cost, and pole height.
13. Please provide complete copies of or links to the last two LG&E FERC 1 reports and any similar reports provided to any entity.
14. Please provide copies of the two most recent comprehensive audited annual financial reports for LG&E and all related notes, Management Discussion and Analysis and auditor opinions.

15. Does LG&E allow any persons or entities to attach to support structures other than distribution poles owned by LG&E (including, without limitation, street light poles, traffic signal poles, or any other structure)?
16. If the response to Request No. 15 is anything other than an unequivocal “no,” please describe in detail: (a) which persons or entities are allowed to attach; (b) to which structures other than distribution poles owned by LG&E they are allowed to attach; and (c) the rates, terms, and conditions that apply to such attachments. Additionally, please provide representative photographs, schematics, and/or similar depictions of the attachments allowed for each type of support structure.
17. Does LG&E contend that ground wires and service drops are attachments to which its proposed tariff applies? If so, please identify and explain in detail the language in the proposed tariff that supports this contention.
18. The proposed tariff provides (Section 8.b, Original Sheet No. 40.7) that “All Attachments shall be constructed and installed in a manner reasonably satisfactory to [LG&E] and so as not to interfere with [LG&E’s] present or future use of its Structures.” Is this provision limited to LG&E’s present or future use of its Structures for the purpose of providing regulated utility service? If not, please explain in detail why it is not so limited.
19. The proposed tariff (Section 7.c, Original Sheet No. 40.5) provides that “[LG&E] reserves the right to deny access to any Structure based on lack of capacity, safety, reliability, engineering standards or other good reason.” Please explain in detail what “other good reason” (aside from lack of capacity, safety, reliability, engineering standards) LG&E contemplates would support denial of access to a Structure.
20. Does the proposed tariff allow for an attacher to self-insure? If so, please describe in detail all conditions or limitations LG&E would apply to an attacher’s ability to self-insure and cite to specific language in the proposed tariff supporting your response. If not, please explain in detail why it does not.
21. To the extent a bond is required of an attacher, would LG&E accept a performance bond instead of a surety bond? If so, please cite to specific language in the proposed tariff supporting your response. If not, please explain in detail why not.
22. The proposed tariff (Section 20, Original Sheet No. 40.15) provides that LG&E “may terminate an Attachment Customer Agreement by providing [the Attachment Customer] written notice of termination at least 60 days prior to the end of the term service,” and that upon termination, the Attachment Customer must “remove all Attachments and Structures and other Company property within 180 days.” Does LG&E contend that it can terminate an Attachment Customer Agreement without cause? If so, please identify any federal or state statutes, rules, orders, or decision that support LG&E’s contention that it can terminate an attachment agreement of this nature without cause.

23. Please produce all documents identified in, described in, or supporting your response to each Request above, and identify with specificity which documents support the response to which Request.

Respectfully submitted,

/s/ Cheryl R. Winn  
Cheryl R. Winn  
Waters Law Group, PLLC  
12802 Townepark Way, Suite 200  
Louisville, KY 40243  
Telephone: (502) 425-2424  
Facsimile: (502) 425-9724  
Email: [crwinn@waterslawgroup.com](mailto:crwinn@waterslawgroup.com)

**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 11, 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