

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

In the Matter of:

ELECTRONIC APPLICATION OF KENTUCKY)
UTILITIES COMPANY FOR AN ADJUSTMENT)
OF ITS ELECTRIC RATES)

Case No.
2018-00294

**CHARTER COMMUNICATIONS OPERATING, LLC'S,
RESPONSE TO COMMISSION STAFF'S INITIAL REQUEST FOR INFORMATION**

Responding Witness: Joseph H. Crone

February 14, 2018

Q-1. Refer to the Direct Testimony of Joseph H. Crone III (Cone Testimony), pages 3 and 6. State whether Charter would still object to having to give Kentucky Utilities Company (KU) one weeks' notice prior to performing any make-ready work if KU bore the cost of the inspector. If so, state whether there is an amount of notice time that would be acceptable to Charter.

A-1. Yes, Charter would still object to the notice requirement. While requiring KU to cover the cost of a company-designated inspector assigned to supervise performance of pre-approved make ready work that the company failed itself to perform would lessen the burden of such a requirement on Charter, it would not make the requirement just and reasonable. Neither LG&E nor KU has offered any data or information to justify why such an inspector is necessary and appropriate in the first place and requiring the presence of a company designated inspector where an approved contractor is performing approved work creates a situation ripe for abuse and is sure to delay the deployment of communications facilities. Under the circumstances, there should be no notice requirement for Charter to have approved contractors perform approved work where the utility has failed to perform the work itself. A contrary rule will delay and deter, and increase the cost of, deployment of communications facilities. The practical impact of the requirement would be that the utility could approve work, Charter could send an approved contractor out to perform it, then at the job site the utility's delegate could instruct the contractor not to perform the work but instead undertake some different work that it may or may not be able to perform at this time. That is unreasonable and unfair and would operate to increase the time to construct communications facilities and make their construction more expensive. At a minimum, if KU seeks to have a company-designated inspector supervise such work, it must do so at its own costs as the cost causer and only where it believes it is necessary for its own purposes.

Q-2. Refer to the Direct Testimony of Joseph H. Crone, III (Cone Testimony), page 3. Provide the number of times in 2017 and 2018 that KU failed to perform the

necessary make-ready work within 60 days of receipt of the Attachment Customer's payment of make-ready costs.

A-2. Charter does not have data regarding the number of times in 2017 or 2018 that KU failed to perform the necessary make-ready work within 60 days of receipt of Charter's payment of make-ready costs.

Q-3. Refer to the Crone Testimony pages 3-4.

a. Provide the number of times in 2017 and 2018 that the work performed in the field was altered from the previously approved manner.

A-3(a). It would be exceedingly rare for work performed in the field to vary from work approved. Consistent with that reality, Charter is unaware of any instance in 2017 and 2018 where it has performed work in the field that varied from approved work.

b. Provide an example of why changes would occur in the field.

A-3(b). KU and LG&E stated in their respective responses to Charter's data requests "facilities on a Structure may be different at the time of make-ready construction than they were when an Attachment application was approved." *See* KU Response to First Requests for Information of Charter Communications Operating, LLC, A-7. This would be a very rare situation in Charter's experience. It would only occur in a rare instance where another attacher, including the utility, altered its facilities on the pole between when make ready work was approved and when it is to be performed. Beyond the fact that this requirement seems unnecessary, Charter is deeply concerned that it will be arbitrarily applied in practice. The tariff establishes no reasonable standard for when, why, or how a company inspector would require changes in the field. The Company indeed does not propose any mechanism to timely and properly resolve any disputes that may arise in the field concerning work that needs to be performed if Charter disagrees with a company inspector's assertion that changes are necessary. *See* KU Response to Supplemental Requests for Information of Charter, Question A-2-5.

Q-4. Refer to the Crone Testimony, pages 8 through 10. Describe the incentives Attachment Customers have to comply with applicable permitting processes.

A-4. Charter has a strong interest in properly permitting its attachments. Adhering to the permit process ensures that Charter's attachments are installed in compliance with applicable requirements, and in coordination with the pole owners, which safeguards its plant and promotes the safety of its workers and the public. Permitting its attachments also ensures the utility is aware of its attachments where other attachers seek access to a pole or to relocate or reconfigure their attachments and facilitates the efficient maintenance of its attachments. Charter also has an interest in maintaining accurate records of its attachments for future construction and maintenance of its facilities as well as avoiding threatened claims of unauthorized attachments.

Q-5. Refer to the Crone Testimony, page 10.

a. Provide the number of times in 2017 and 2018 that Charter had noncompliant attachments that KU repaired.

A-5(a). Charter is unaware of any instance during 2017 and 2018 when Charter had a noncompliant attachment repaired by KU.

b. Provide the total amount billed to Charter in 2017 and 2018 for noncompliant attachments that KU repaired.

A-5(b). Charter is unaware of any instance during 2017 and 2018 when Charter had a noncompliant attachment repaired by KU for which it was billed by KU.

Q-6. Refer to the Crone Testimony, pages 13-14. Explain how Charter believes KU should determine the costs of an audit that would be appropriate to charge to Attachment Customers.

A-6. KU should be required to pay all costs of the audit that solely benefit it. Costs that benefit all attachers, including KU, should be allocated across all attachers on a pro rata basis.

Q-7. Refer to the Crone Testimony, pages 13-14. Provide a percentage estimate of value of the audit that directly benefits the attachment customer. Provide all supporting workpapers that support this percentage.

A-7. This information is only available to KU because only it knows how many attachers are on each pole.

Q-8. Provide the number of unauthorized attachments that KU found in an audit for years 2017 and 2018.

A-8. KU has not notified Charter of any unauthorized attachments for years 2017 and 2018. KU initiated a pole attachment audit in 2018 but has not provided Charter any information concerning its findings to date.

Q-9. Refer to the Crone Testimony, page 14. Mr. Crone states that the electric rates to Charter will increase. Provide an estimated quantification of how much Charter's rates will increase during the test year. Provide all workpapers supporting this quantification.

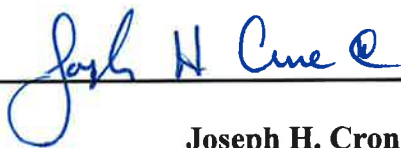
A-9. Charter does not have readily available annualized data related to its Power Service costs. KU estimates its electric customers will see a 6.61% increase in their monthly power service bills. KU, Customer Notice of Rate Adjustment.

[VERIFICATION ON SEPARATE PAGE]

VERIFICATION

STATE OF OHIO)
)
COUNTY OF HAMILTON)
)

The undersigned, **Joseph H. Crone III**, being duly sworn, deposes and says that he is the Senior Director of Regional Construction for Charter Communications in the Southern Ohio Region, and that he has personal knowledge of the matters set forth in the foregoing testimony, and that the answers contained therein are true and correct to the best of his information, knowledge, and belief.



Joseph H. Crone III

Subscribed and sworn to before me, a Notary Public, in and before said County and State, this 13 day of February, 2019.



Notary Public

My Commission Expires _____

 **TAMARA NEWSOM**
Notary Public, State of Ohio
My Commission Expires 11-13-2021