

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

In the Matter of:

ELECTRONIC APPLICATION OF)	
KENTUCKY UTILITIES COMPANY FOR AN)	Case No.
ADJUSTMENT OF ITS RATES)	2018-00294

ELECTRONIC APPLICATION OF LOUISVILLE)	
GAS AND ELECTRIC COMPANY FOR AN)	Case No.
ADJUSTMENT OF ITS ELECTRIC AND GAS)	2018-00295
RATES)	

**CHARTER COMMUNICATIONS OPERATING, LLC'S,
RESPONSE TO DATA REQUESTS OF KENTUCKY UTILITIES COMPANY AND
LOUISVILLE GAS AND ELECTRIC COMPANY**

Responding Witness: Joseph H. Crone

February 14, 2018

Q-1. Please provide a complete list of cases, including case numbers, in which you have testified before regulatory commissions in the last ten years. Please provide copies of your testimony in each case.

A-1. Joseph H. Crone submitted testimony in 2017 on behalf of the Kentucky Cable Telecommunications Association in Louisville Gas and Electric Company's Application For Adjustment Of Its Electric And Gas Rates And For Certificates Of Public Convenience And Necessity (Case No. 2016-00371), and Kentucky Utility's Application For Adjustment Of Its Electric And Gas Rates And For Certificates Of Public Convenience And Necessity (Case No. 2016-00370). Copies of Mr. Crone's testimony are available on the Commission's website.

Q-2. Describe the geographical area contained in Charter's Southern Ohio Region.

A-2. Charter's Southern Ohio Region is divided into three subsections. The Central Region encompasses Columbus and Dayton, down to the Kentucky border. The Southern Region includes Cincinnati and northern Kentucky. The Kentucky region contains most of Kentucky, including from Louisville and Lexington to Ashville and Knox and Clarksburg, West Virginia.

Q-3. Please state specifically the utilities (public and municipal) in the Southern Ohio Region that have poles or other structures to which Charter attaches its equipment and facilities.

A-3. Charter objects to this Request because it seeks information not relevant to the above-captioned proceeding.

Q-4. For each utility listed above, provide the attachment agreement, utility tariff, and municipal ordinance that govern the attachment of Charter's facilities.

A-4. Charter objects to this Request because 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 arm's length by parties of equivalent bargaining power in a properly functioning marketplace. Pole owners hold monopoly control over essential facilities for communications providers 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 agreements and tariffs, as well as specific municipal ordinances, do not bear on whether LG&E's or KU's PSA Rate Schedule contains terms, conditions, and fees that are just and reasonable.

Q-5. Refer to Mr. Crone's responses to KU's and LG&E's First Requests for Information to Kentucky Cable Telecommunications Association in Case Nos. 2016-00370 and 2016-00371, Items 6 – 8. State whether, if posed those same questions in these Requests, Mr. Crone's responses to these questions would be the same. If his responses would not be the same, describe how they would differ from those provided in the original 2016 responses.

A-5. Mr. Crone's responses to these questions would be the same. For clarity, the questions and his responses are reproduced here:

REQUEST 6: State whether Charter Communications currently tags its attached facilities. If yes, state when it generally tags a facility that being attached.

Response: Charter currently tags its attached fiber plant at the time an attachment is installed. Charter also identifies and tags any untagged fiber during field work on existing attachments and routine plant inspection. Charter does not always tag its coaxial cable plant and other facilities because these facilities are distinctive and unique to Charter and other communications attachers recognize them as Charter's facilities without tags.

REQUEST 7: State when Charter Communications first began tagging its facilities.

Response: Charter objects to this Request to the extent that it seeks information not relevant to the above-captioned proceeding. Subject to and without waiving the foregoing objection, Charter began tagging its fiber facilities in KU and LG&E's service areas in 1994.

REQUEST 8: State how frequently Charter Communications conducts inspections of its facilities. State whether tagging is currently part of Charter Communications' inspection process.

Response: Charter routinely inspects its facilities during the course [of] regular ride outs of its plant and while performing field and construction work. During these inspections, Charter, among other things, notes maintenance issues such as "untagged" fiber attachments. If Charter identifies an "untagged" fiber attachment during its work in the field or during the course of a routine plant inspection, it tags the fiber facility as part of routine maintenance work.

(a). List and describe each type of information that Charter records and maintains on each attachment that it makes to the Companies' facilities.

A-5(a). Charter typically maintains applications, permits, and as-built drawings of its plant.

(b). Describe how Charter maintains this information.

A-5(b). Charter objects to this Request because it seeks information not relevant to the above-captioned proceeding.

(c). Describe how accessible this information is to Charter.

A-5(c). Charter objects to this Request because it seeks information not relevant to the above-captioned proceeding.

(d). State whether the type and amount of information that Charter records and maintains on the facilities that it attaches to the utility's poles and other structures differs based upon the utility that owns the poles and structures or the regulatory jurisdiction in which the poles and structures are located. If the type and amount of information differs, identify the utility or jurisdiction in which the most information is recorded and the types of information maintained.

A-5(d). Charter objects to this Request because it seeks information not relevant to the above-captioned proceeding.

Q-6. State whether Mr. Crone agrees that:

(a). The current version of Rate PSA Schedule provides: "If the audit reveals that the number of Attachments exceeds the number of attachments shown in the

Company’s existing records, the excess number of Attachments shall be presumed to be Unauthorized Attachments. Attachment Customer shall have the right to rebut this presumption and demonstrate that the attachments at issue were authorized.”

A-6(a). Mr. Crone is not in a position to offer any legal opinions concerning the current Rate PSA, but understand the quote above is taken from the Rate PSA. But this quote is not accurate in terms of how the company intends to count attachments. Company representatives have stated to Charter that attachment counts will be based on bolted attachments to the pole, with each through-bolt supporting a messenger strand counted as one attachment. J-hooks are only counted as separate attachments when attached higher or lower than six inches from the source cable, or when they are the only attachment on a pole. No other attachments will be counted for billing purposes.

(b). The current version of Rate PSA Schedule was approved in Case Nos. 2016-00370 and 2016-00371.

A-6(b). Mr. Crone cannot offer any legal opinions concerning the current Rate PSA.

(c). The Kentucky Cable Telecommunications Association represented the interests of its members, including Charter Communications, in Case Nos. 2016-00370 and 2016-00371.

A-6(c). Mr. Crone understands that it did.

(d). KCTA stipulated to the Kentucky Public Service Commission in Case Nos. 2016-00370 and 2016-00371 that the current version of Rate PSA was “fair, just, and reasonable, will promote public safety, enhance the reliability of electric service, and ensure fair and uniform treatment of Attachment customers as well as promote the deployment and adoption of advanced communications services.”

A-6(d). Mr. Crone is unaware of what KCTA stipulated to in Case Nos. 2016-00370 and 2016-00371.

Q-7. Refer to pages 13 and 14 of Mr. Crone’s testimony. Define “revenue collection information.”

A-7. “Revenue collection information” refers to information on the number of billable pole attachments.

Q-8. Identify the regulatory jurisdictions in which Charter operates and has attached its facilities to the poles and other structures of electric utilities that permit pole and structure owners to assess a fee or penalty for unauthorized attachments.

A-8. Charter objects to this Request because 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 arm’s length by parties of equivalent bargaining

power in a properly functioning marketplace. Pole owners hold monopoly control over essential facilities for communications providers 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 another jurisdiction assess a fee or penalty for unauthorized attachments does not bear on whether LG&E's or KU's PSA Rate Schedule contains terms, conditions, and fees that are just and reasonable.

Q-9. Identify the investor-owned utilities to whose poles and structures Charter has attached its facilities that assess a fee or penalty for unauthorized attachments to those poles and structures.

A-9. Charter objects to this Request because 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 arm's length by parties of equivalent bargaining power in a properly functioning marketplace. Pole owners hold monopoly control over essential facilities for communications providers 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 any investor-owned utility assesses a fee or penalty for unauthorized attachments does not bear on whether LG&E's or KU's PSA Rate Schedule contains terms, conditions, and fees that are just and reasonable.

A-10. Refer to page 15 of Mr. Crone's testimony where he states: "As with any increase in costs, the electric rate increase will increase Charter's costs to provide service to customers."

(a). Please provide any calculation or analysis to support this assertion.

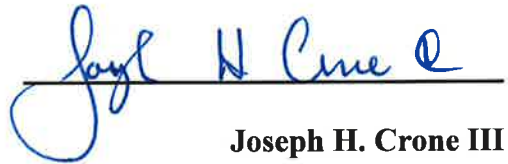
A-10(a). If LG&E or KU raises the cost of Charter's power service, it also raises Charter's costs to do business. An increase in Charter's electric rates consequently increases Charter's cost to provide service to customers. LG&E and KU are in a better position than Charter to provide data on the additional annual costs that its desired rate increase will impose on communications attachers attached to its facilities. Those costs directly increase the costs to provide broadband and other vital communications services to residents and businesses in the areas served by LG&E and KU.

[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.

 (SEAL)
Notary Public

My Commission Expires:



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