

**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 ELECTRIC AND GAS )	2018-00294
RATES )	

**CHARTER COMMUNICATIONS OPERATING, LLC’S,  
FIRST REQUESTS FOR INFORMATION TO KENTUCKY UTILITIES COMPANY**

Charter Communications Operating, LLC (“Charter”), pursuant to the Commission’s October 11, 2018, Order setting forth the procedural schedule in this case, hereby submits its first Data Request to the Kentucky Utilities Company (“KU”), in accordance with the following Definitions and Instructions.

**DEFINITIONS**

1. The terms “You,” “Your,” and “the Company” refer to the Kentucky Utilities Company.
2. The term “Charter” refers to Charter Communications Operating, LLC.
3. The term “Commission” refers to the Kentucky Public Service Commission.
4. The term “Poles” refers to utility poles in Your electric distribution network in Kentucky that You own or control.
5. The term “Wireless Attachment Charge” refers to any charge associated with the placement of any Wireless Facility on Your poles or other component of Your local distribution network.

6. The term “Proposed Tariff” refers to the Pole and Structure Attachment Charges issued September 28, 2018, by Robert M. Conroy, Vice President, State Regulation and Rates, in connection with this proceeding.

7. All capitalized terms not defined herein shall have the meanings given to them under the Proposed Tariff.

### **INSTRUCTIONS**

1. In answering these Data Requests, please furnish all information that is known or available to You, regardless whether the information is possessed directly by You or Your agents, employees, representatives, or investigators, or by Your attorneys or their agents, employees, representatives, or investigators.

2. Please identify at the end of Your response to each Data Request the person or persons most knowledgeable about such response and the person or persons responsible for the preparation of such response.

3. If any information responsive to these Data Requests is withheld, identify the Requests as to which such information is withheld and the reason(s) for withholding it.

4. For any information that You claim is unavailable, state why it is unavailable. If You cannot respond to the Data Request precisely as it is stated, provide any information that is available and is responsive to the Request at a level of detail different from that specified herein.

5. Charter requests that You produce all documents referenced in any response or that you referenced, reviewed, or relied upon to respond to any Data Request.

6. To the extent that You rely on forecasted data to support Your rates and other tariff adjustments, please provide data for the forecasted time period.

## DATA REQUESTS

1-1. Provide the basis for excluding from Your Proposed Tariff a Telecommunications Carrier that executed an agreement permitting attachments to the Company's Structures prior to July 1, 2017.

a. Provide all agreements with such users related to the rates, terms, and conditions of Attachment to Your Poles.

b. Provide all data related to the basis for different charges to these users of Your Poles.

1-2. Explain the basis for modifying the definition of "structure" to exclude "any Transmission Pole with electric supply lines operated at 138kV or above" and "any Transmission Pole with electric supply lines operated at less than 138kV other than Transmission Poles to which Company has also attached electric supply lines operated at less than 69kV."

1-3. Provide the basis for Your assertion in Your Customer Notification of Changes letter that multiple attachments within one foot constitutes a violation of the National Electrical Safety Code.

a. Provide a copy of any design and/or construction standards for an "Attachment" as set forth under the Proposed Tariff.

b. Explain and provide all data related to what is meant by "multiple attachments within one foot of space," including but not limited to what constitutes an "Attachment" under such circumstances.

1-4. Explain the basis for Your assertion that any Service Drop affixed to a pole more than six inches above or below a through-bolt shall be considered a separate attachment, while

on drop or lift poles, Service Drops affixed within one foot of usable space are considered a single attachment.

a. Explain how You will determine whether or not to conduct an inspection of any Service Drop Attachments.

b. Explain the processes and procedures you intend to use to conduct an inspection of any Service Drop Attachments.

c. Provide data related to the charges, or range of charges, You intend to require an Attachment Customer to reimburse for the cost of an inspection of any Service Drop Attachments.

1-5. Provide a copy of Your standards and specifications related to the design, installation, and maintenance of Attachments with which You propose Attachment Customers must comply.

1-6. Explain the basis for Your proposed requirement of Terms and Conditions No. 7(g) that an Attachment Customer must provide notice to the Company at least one week prior to performing make ready work.

a. Provide all data related to the basis for Your proposed requirement of Terms and Conditions No. 7(g) that an Attachment Customer must provide notice to the Company at least one week prior to performing make ready work.

1-7. Explain the basis for Your proposed requirement of Terms and Conditions No. 7(g) that an inspector designated by the Company shall accompany Approved Contractors during the performance of any make ready work, and can direct that the work be performed in a manner other than as approved in an application.

a. Explain the processes and procedures an inspector designated by the Company will follow to determine whether approved work shall be performed in a manner other than as approved in an application.

b. Explain how the Company will document changes to approved make ready, pole configurations, and third party attachments where an inspector requires approved make ready work to be performed in a manner other than as approved in an application.

c. Explain Your basis for charging an Attachment Customer where the Company demands to have a Company-designated inspector to accompany an Approved Contractor during the performance of make-ready work.

d. Provide data related to the charges, or range of charges, You intend to charge an Attachment Customer where the Company has a Company-designated inspector accompany an Approved Contractor during the performance of make-ready work.

e. Explain how You will determine whether circumstances in the field require the Company-designated inspector to direct that work be performed in a manner inconsistent with an application, and how the Company will determine when this inconsistent work was completed at the direction of the Company.

f. Explain how You will address situations in which a Company-designated inspector is unavailable to accompany the Approved Contractor, including any and all costs incurred as a result of the Company's delay.

1-8. Explain the basis for the proposed requirement of Terms and Conditions No. 8(c) that an Attachment Customer must reimburse the Company's costs to identify the owner of an untagged attachment.

a. Explain the steps You intend to take to identify the owner of an untagged attachment.

b. Explain the basis for any costs You propose to charge to identify the owner of an untagged attachment.

c. Explain the basis for Your presumption that the Company has provided notice to the owner of an untagged Attachment upon inspecting the Attachment and determining that it is untagged.

d. Provide all data related to any analysis or study of costs You incur related to untagged attachments or any other issues associated with untagged attachments.

e. Explain the basis for your requirement that attachments be tagged with ownership information.

1-9. Explain the basis for Your proposed requirement of Terms and Conditions No. 8(g) that an Attachment Customer must use an Approved Contractor for work in or above the Communication Worker Safety Zone.

a. Provide all data related to the basis for Your proposed requirement of Terms and Conditions No. 8(g) that an Attachment Customer must use an Approved Contractor for work in or above the Communication Worker Safety Zone

1-10. Explain the basis for Your proposed requirement of Terms and Conditions No. 8(g) to require, at the Company's discretion, a Company-designated inspector to accompany an Attachment Customer for work in the Communication Worker Safety Zone.

a. Provide data related to the basis for Your proposed requirement of Terms and Conditions No. 8(g) to require, at the Company's discretion, a Company-designated

inspector to accompany an Attachment Customer for work in the Communication Worker Safety Zone.

b. Explain how You will determine whether an Attachment Customer is required to be accompanied by a Company-designated inspector.

c. Explain Your basis for charging an Attachment Customer where the Company exercises an option to have a Company-designated inspector to accompany an Attachment Customer for work in the Communication Worker Safety Zone.

d. Provide data related to the charges, or range of charges, You intend to charge an Attachment Customer where the Company exercises an option to have a Company-designated inspector to accompany an Attachment Customer for work in the Communication Worker Safety Zone.

1-11. Explain the basis for the proposed requirement of Terms and Conditions of Attachment No. 8(j) to impose a 50 percent surcharge on Attachment Customers that do not adequately make adjustments upon 30 days' notice.

a. Explain the basis for selecting 30 days as the applicable time period.

b. Explain the basis for imposing a 50 percent surcharge.

c. Explain the basis for how you will determine whether or not adjustments have been made within 30 days, and any circumstances under which a surcharge would not be imposed if changes are not made within 30 days, such as whether a charge would be imposed if changes could not be made within 30 days as a result of the complexity of the required work, or actions or inactions of another pole user, including You.

d. Provide all data related to the basis for the proposed requirement of Terms and Conditions of Attachment No. 8(j) to impose a 50 percent surcharge on Attachment Customers that do not adequately make adjustments upon 30 days' notice.

1-12. Explain the procedures and processes You will use to “verify the number, location, and type of Attachment Customer’s Attachments” under proposed Terms and Conditions of Attachment No. 14.

a. Explain Your process for selecting who will perform any attachment audit of third party attachments on Your poles.

b. Provide all data related to Your process for selecting who will perform any attachment audit of third party attachments on Your poles.

c. Explain what information is to be collected during an audit, and how such information will be used.

1-13. Explain the basis for the proposed requirement of Terms and Conditions of Attachment No. 14 to charge Attachment Customers for the cost of audits completed by the Company.

a. Provide all data regarding the last attachment audit of third party attachments that you completed, including the results of such audit, the cost of such audit, the information collected during such audit, the procedures and processes used to count attachments, how such information has been used by You or others, and how costs of the audit were allocated among You and third party attachers.

b. Provide information and data related to costs incurred by You to complete audits of third party attachments on Your poles.

c. Provide all data related to the cost, or anticipated cost, of any planned or contemplated attachment audit of third party attachments on Your poles.

d. Explain how costs of any audit of third party attachments on Your poles will be allocated among third party attachers.

1-14. Explain the basis for the penalty You propose for Unauthorized Attachments in Terms and Conditions of Attachment No. 19.

a. Explain the basis for and provide data related to how You will determine whether an Attachment is authorized or “unauthorized.”

b. Explain the basis for and provide data related to Your assumption that unauthorized attachments have been affixed to Company Structures for two years or since completion of the most recent audit.

c. Explain how you determined the amount of Your proposed penalty.

d. Provide all data related to the cost basis of Your proposed penalty.

e. Provide information and data related to any and all costs incurred by You to address unauthorized attachments.

f. Please provide any reports, analysis, or studies related to costs You incur as a result of any unauthorized attachments.

1-15. Explain the basis for Your proposed requirement that, if an Attachment Customer proposes to attach a Wireless Facility or Facilities to a Structure, it must post Performance Assurance in the amount of \$1,500 for each pole to which a wireless attachment is attached.

a. Provide all data related to the basis for Your proposed requirement that, if an Attachment Customer proposes to attach a Wireless Facility or Facilities to a Structure, it

must post Performance Assurance in the amount of \$1,500 for each pole to which a wireless attachment is attached.

Respectfully submitted,

/s/ Laurence J. Zielke

Laurence J. Zielke  
Janice Theriot  
Zielke Law Firm, PLLC  
1250 Meidinger Tower  
462 South 4th Street  
Louisville, KY 40202  
(502) 589-4600

Paul Werner (*application for pro hac vice admission  
to be filed*)  
Hannah Wigger (*application for pro hac vice admission  
to be filed*)  
Sheppard Mullin Richter & Hampton LLP  
2099 Pennsylvania Avenue NW  
Suite 100  
Washington, DC 20006  
(202) 747-1900  
pwerner@sheppardmullin.com  
hwigger@sheppardmullin.com

**ATTORNEYS FOR CHARTER COMMUNICATIONS**

**CERTIFICATE OF SERVICE**

I hereby certify that a true and correct copy of the foregoing Charter Communications Operating, LLC's, First Data Requests to Kentucky Utilities Company has been served on all parties of record via hand delivery, facsimile, or electronically this 13th day of November, 2018.

/s/ Janice M. Theriot  
Janice Theriot