

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

In the Matter of:

ELECTRONIC APPLICATION OF LOUISVILLE)
GAS AND ELECTRIC COMPANY FOR AN)
ADJUSTMENT OF ITS ELECTRIC AND GAS)
RATES)

Case No.
2018-00295

**CHARTER COMMUNICATIONS OPERATING, LLC’S,
SUPPLEMENTAL REQUESTS FOR INFORMATION TO LOUISVILLE
GAS AND ELECTRIC 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 Supplemental Requests for Information to Louisville Gas and Electric Company (“LGE”), in accordance with the following Definitions and Instructions.

DEFINITIONS

1. The terms “You,” “Your,” and “the Company” refer to Louisville Gas and Electric 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 Supplemental 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 Supplemental 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 Supplemental 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 Supplemental 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, review, or relied upon to respond to any Supplemental 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.

SUPPLEMENTAL REQUESTS

2-1. Please refer to First Response 4(b). Explain and provide any documents related to how a design technician will determine if a Service Drop was affixed within six inches above or below its through-bolt mainline Cable and, for any Service Drop outside of six inches above or below its through-bolt mainline Cable, whether the Attachment Customer caused that condition or whether it was caused by subsequent activities on the pole by You or another Attachment Customer.

2-2. Please refer to First Response 4(c). Explain and provide any documents related to how LG&E will determine whether there is a need to conduct an inspection of Service Drops outside of a periodic audit inspection provided for by Term and Condition 14.

2-3. Please refer to First Response 6. Explain what is meant by, and provide the basis for, Your assertion that the “presence of a LG&E-inspector onsite protects the integrity and reliability of LG&E’s electric distribution system,” including any data or documents upon which this assertion is based including data or documents related to any incidents in which an Attachment Customer’s activities on a pole caused a reliability or integrity issue on LG&E’s electric distribution system.

2-4. Please refer to First Response 6. Explain the basis for Your assertion that an LG&E inspector “enhanc[es] worker safety,” “ensures the work is performed to applicable construction and safety standards, and reduces the likelihood of any unintended customer outages.” Provide any data related to worker injury, safety or construction standard violations,

and/or customer outages caused by Attaching Customers facilities or activities with and without an LG&E inspector present.

2-5. Please refer to First Response 7(a). Explain and provide documents or data related to the process for resolving any disagreements between an Attaching Customer and Your inspector regarding “alternative design solutions.”

2-6. Please refer to First Response 7(b). Will the as-built drawings and GIS mapping system record whether the attaching company or Your inspector made an alteration in the field and whether or not the alteration was approved by You?

2-7. Please refer to First Response 7(c). Please identify and provide any data or documents related to any damage to the Company’s facilities caused by an Attaching Customer.

- a. Provide any data or documents supporting Your assertion that the “presence of a LG&E inspector onsite will protect the integrity and reliability of LG&E’s electric distribution system,” including data or documents related to any incidents in which an Attachment Customer’s activities on a pole caused a reliability or integrity issue on LG&E’s electric distribution system.

2-8. Please refer to First Response 7(f). Do you not have an explanation or data related to 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? If you have an explanation or data, please provide it and any documents related to your explanation or data.

2-9. Please refer to First Response 8. Please provide any data or documents related to the “incremental costs” LG&E incurs in identifying the owner of an untagged attachment.

2-10. Please refer to First Response 8(b). Please specify the elements of costs for which LG&E intends to charge to identify the owner of an untagged Attachment and explain how LG&E will determine and calculate its actual costs incurred to address untagged attachments.

2-11. Please refer to First Response 8(c). Explain how you determined Term and Condition 8(c) “properly allocates any timing risk” to the Attachment Customer, including any data or documents bearing on such conclusion.

2-12. Please refer to First Response 9. Provide any data or documents related to any worker injury, safety or construction standard violations, and/or customer outages resulting from work performed by a contractor for an Attachment Customer who is not an Approved Contractor.

2-13. Please refer to First Response 10 and 10(a). Please provide any data or documents related to Your assertion that a LG&E inspector is “necessary as a liaison between the distribution control center and a contractor working on behalf of an Attachment Customer,” including any data or documents bearing on why an LG&E inspector is necessary as a liaison between the distribution control center and a contractor working on behalf of an Attachment Customer.

2-14. Please refer to First Response 10(b). Do you not have an explanation or data related to how You will determine whether an Attachment Customer is required to be accompanied by a Company-designated inspector, including the considerations, criteria, and circumstances that warrant an Attachment Customer to be accompanied by a Company-designated inspector? If you have an explanation or data, please provide it and any documents related to your explanation or data.

2-15. Please refer to First Response 10(c). Specify with particularity and provide copies of the “similar cost reimbursement provisions” You state are found elsewhere in Rate PSA. Explain the basis for, and any data or documents related to, Your statement that an “Attachment Customer should reimburse LG&E for the costs that it incurs solely to enable the safe and responsible placement” of attachments, even where “[t]hese costs are not associated with the provision of electric service.”

2-16. Please refer to First Responses 11, 11(a), 11(b), 11(d), and PSC 2-10. Please provide any data or documents related to Your assertion that Your unauthorized attachment penalty provides an incentive for Attachment Customers to comply with applicable codes and standards and/or deters them from using You as a “de facto contractor for correction of safety violations.”

- a. Please explain and provide any data and documents related to how you determined to set the level of surcharge at 50 percent to incentivize Attachment Customers to install facilities within required specification, as opposed to any other percentage.
- b. Please provide data or documents related to how often Attachment Customers do not install facilities within required specifications.
- c. Please explain and provide data related to any efforts by You to audit or otherwise inspect Attachment Customers’ compliance with installation specifications and record instances in which they fail to install facilities within required specifications.
- d. Please explain how LG&E determines (or plans to determine) whether an Attachment Customer installed an attachment out of specification or whether any

out of specification condition was caused by You or another Attachment Customer or caused by some other circumstance, action or inaction, or event after the date of its installation.

- e. Please explain why you selected 30 days as the applicable time period, as opposed to any other amount of time, and provide data and documents related to the selection of that time period.

2-17. Please refer to First Response 11(c). Section 28 of the PSA refers to Force Majeure. Please explain whether the only circumstances in which a surcharge would not be imposed are those that qualify as Force Majeure events and, if it is not, identify all such circumstances with particularity and provide documents and data related to all such circumstances.

2-18. Please refer to First Response 12(c). Explain whether LG&E intends to collect any GIS data during an Audit, and, if so, specify the information to be collected.

- a. Please identify all information to be collected during an audit that is useful to you, and explain how it is useful to you.

2-19. Please refer to First Response 13. Provide the basis for Your assertion that “[r]equiring attachment customers to assume the cost of the audits is consistent with longstanding ratemaking practices” and specify with particularity the referenced ratemaking practices.

2-20. Please refer to First Response 13(a). Provide the estimated and, to the extent it is known, actual costs of your audit beginning October 2018.

2-21. Please refer to First Response 14, 14(c), 14(d), and PSC 2-9(a). Please provide any data or documents related to Your assertion that Your unauthorized attachment penalty is “substantial enough to deter unauthorized attachments without being excessive.”

- a. Explain whether you reviewed any cost or other data or documents in setting the unauthorized attachment penalty rate at \$25 per attachment, and, if so, specify with particularity and provide such data.
- b. Provide the number and owner of Unauthorized Attachments identified during Your last audit and documents and data related to the number and owner of unidentified Unauthorized Attachments identified during Your last audit.

2-22. Please refer to First Response 15. Provide any data or documents supporting LG&E’s estimation that it will cost \$1,834 to remove the typical Wireless Facility attachment on a LG&E primary distribution pole.

2-23. For questions 2-23 through 2-25, please refer to the section of Your Proposed Tariff relating to Power Service and the testimony of William Seelye. Provide any data or documents related to the basis for Your change in Energy Charge per kWh, including which components of any formula changed.

2-24. Provide any data or documents related to the basis for Your increase of the summer rate of the Demand Charge per kW, including which components of any formula changed in a way that led to an increased cost.

2-25. Provide any data or documents related to the basis for Your increase of the winter rate of the Demand Charge per kW, including which components of any formula changed in a way that led to an increased cost.

Respectfully submitted,

/s/ Janice M. Theriot

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

Paul Werner (*admitted pro hac vice*)
Hannah Wigger (*admitted pro hac vice*)
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, Supplemental Requests for Information to Louisville Gas and Electric Company has been served on all parties of record via hand delivery, facsimile, or electronically this 13th day of December, 2018.

/s/ Janice M. Theriot
Janice Theriot