

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

ELECTRONIC REVIEW OF POLE ATTACHMENT)	CASE NO.
TARIFFS FILED PURSUANT TO 807 KAR 5:015,)	2022-00064
SECTION 3)	

COMMENTS OF AT&T KENTUCKY¹
IN RESPONSE TO
MARCH 2, 2022 COMMISSION ORDER

On March 2, 2022, the Commission entered an order in this docket allowing Parties wishing to file comments or objection to proposed pole attachment tariffs filed in this case to do so by March 17, 2022; and directing Parties who choose to make such filings to do so by stating the objections, with specific reference by text and tariff page number, the terms or conditions about which the comments are filed. As the Commission noted, over 40 pole-owning utilities were required to file tariffs. In an effort to facilitate the voluminous review, AT&T's comments are discussed under company-type groupings below.

The Commission's revised pole attachment rules have many additions and modifications from the previous rules and verification of compliance with those rules in dozens of forty- to fifty-page tariff filings is a daunting task. Hence, AT&T's comments should be viewed as an incomplete development of the issues that would be developed in a normal tariff suspension and investigation.

¹ BellSouth Telecommunications, LLC d/b/a AT&T Kentucky "AT&T".

Cooperative Tariffs

Definition of Attachment

807 KAR 5.015 Section 1 defines an attachment as “any attachment by a cable television system operator, telecommunications carrier, broadband internet provider, or governmental unit to a pole owned or controlled by a utility.” While this definition is very broad, the cooperatives as a group filed a mostly-identical set of tariffs that provide that an attachment is “is any Licensee cable, wire, strand, circuit, service drop, permitted over-lashing, appurtenance, equipment, pedestal or apparatus of any type attached to the Cooperative's Pole.”

While it may be argued that the tariff definition is simply an implementation of the rule, it opens the door for abuse of the rates established in the tariffs. Tariff rates have been developed assuming occupancy of one foot of usable space on a pole. Indeed, the new rules are replete with references to **space use** on poles. However, Appendix E – FEES AND CHARGES specifies that the cooperatives will invoice licensees on a per attachment basis, regardless of the space actually occupied.

For Example, there are normally only one or two J hooks with drop attachments on a pole, yet there may be 3 or 4 service drops on each of those two J hooks so a pole owner could charge 3 to 4 times for a single attachment. Further, the definition proposed by the cooperatives may allow for double or triple counting of a single attachment. Cables are routinely lashed to “strand” that provides necessary support not already built into the cable as well as additional structural integrity when a pole is damaged. Additionally, overlashing, by definition, reuses the same space used by another attachment and should not be assessed a recurring attachment fee – a conclusion supported by FCC decisions.

While not in the Article II definition of Attachment, and as discussed more completely below, the cooperative tariffs have introduced unnecessary new requirements for professional engineering associated with all attachments, this serves to increase the cost of any attachment by significant by multiples. Requiring permits and engineering for service drops specifically not only inhibits timelines for installing service to customers by requiring a permitting process, it classifies them each as individual attachments which would allow pole owners to charge multiple times for a single point attachment on a pole. Service drops have never been engineered in the past, nor have any attachments that fall within the unusable space on a pole. These changes go against the purpose of creating pole attachment rules to foster broadband expansion by significantly increasing cost through unnecessary and frivolous engineering and permitting requirements, and by subjecting overlashing to a “back door” permitting process that is against the published rules.

Suggestions:

- 1. Modify Appendix E – FEES AND CHARGES to base assessable rates on space actually used.**
- 2. Service Drops should not require permits or engineering requirements.**

3. Narrow the definition to include only those items in the communication space or electric space. Unusable space is unusable for pole-to-pole attachments and should not have either engineering requirements or charges for incidental or non-pole affecting attachments. And require that tariffs use space requirements as opposed to attachments.

4. Remove overlashing from the definition of an attachment.

Big Sandy R.E.C.C – CATV, Tariff-PSC NO.10. pdf, PDF pg 3, Original Page No. 2, Article II.D

Blue Grass Energy Cooperative Corp.– New Pole Attachment Tariffs Blue Grass Energy 02282022A.pdf, PDF pg 2, Original Sheet No. 187, Article II.D

Clark Energy Cooperative, Inc. – Schedule PA-Pole Attachments.pdf, PDF pg 2, Original Sheet No. 110, Article II.D

Cumberland Valley Electric, Inc. – CVE New Pole Attachment Tariff.pdf, PDF pg 2, Original Sheet No. 102, Article II.D

Fleming Mason Energy Cooperative, Inc.-FME SchedulePA-Signed.pdf, PDF pg 2, Original Sheet No. 31.1, Article II.D

Inter County Energy Cooperative Corp. – Tariff - Rate Schedule PA Pole Attachments Clean.pdf, PDF pg 2, Original Sheet No. 117, Article II.D

Jackson Energy Cooperative Corp. - Pole Attachment - Clean Signed.pdf, PDF pg 2, Original Sheet No. 301, Article II.D

Jackson Purchase Energy Corp.– Revised Tariff final.pdf, PDF pg 4, Sheet No. 160, Article II.D

Kenergy Corp. – Index and Rates No. 76 - Pole Attachment Tariff.pdf, PDF pg 3, Fifth Revised Sheet No. 76 Page 2, Article II.D

Licking Valley R.E.C.C.– Schedule PA Pole Attachments-LVRECC.pdf, PDF pg 2, Original Page No. 2, Article II.D

Meade County R.E.C.C .– MCRECC Schedule PA Pole Attachments 22020228.pdf, PDF pg 2, Original Page No. 2, Article II.D

Nolin R.E.C.C.– Schedule PA - Pole Attachments.pdf, PDF pg 2, Original Sheet No. 2, Article II.D

Owen Electric Cooperative, Inc. – Owen Electric Pole Attachment Tariffs New.pdf, PDF pg 2, Original Sheet No. 84.2, Article II.D

Salt River Electric Cooperative Corp.– Pole Attachment Tariff 02.28.2022.pdf, PDF pg 2, Revised Sheet No. 130, Article II.D

Shelby Energy Cooperative, Inc.– Tariff Revised - Schedule PA - Clean.pdf, PDF pg 2, 1st Revised Sheet No. 302.1, Article II.D

South Kentucky R.E.C.C. – SKRECC Pole Attachment Tariff with margin notations.pdf, PDF pg 2, Original Page No. 19.1, Article II.C

Service Drop Definition

The cooperative tariffs include statements to the effect, “A service drop shall run from a pole directly to a specific customer, *without the use of any other poles.*” (*emphasis added*)

Serving terminals are not and never have been on all poles that communications companies maintain cable on as it is cost prohibitive and over provisioning, similar to an electric provider not placing transformers on every pole to feed customers. On a relatively frequent basis service drops must be run from one pole with a terminal to the next pole or mid-span to accomplish the shortest path from the cable to the premises due to things like vegetation, to maintain required clearances, or for safety purposes.

Suggestion: Modify the statement to say, “A service drop shall run from a pole directly to a specific customer using the shortest practical route while maintaining the required clearances and safety parameters.”

Big Sandy R.E.C.C.– CATV Tariff- PSC NO. 10.pdf, PDF pg 5, Original Page No. 4, Article II.S

Blue Grass Energy Cooperative Corp.– New Pole Attachment Tariffs Blue Grass Energy 02282022A.pdf, PDF pg 2, Original Sheet No. 188, Article II.S

Clark Energy Cooperative, Inc. – Schedule PA - Pole Attachments.pdf, PDF pg 4, Original Sheet No. 112, Article II.S

Cumberland Valley Electric, Inc. – CVE New Pole Attachment Tariff.pdf, PDF pg 4, Original Sheet No. 104, Article II.S

Fleming Mason Energy Cooperative, Inc. – FME SchedulePA-Signed.pdf, PDF pg 3, Original Sheet No. 31.2, Article II.S

Inter County Energy Cooperation Corp. – Tariff - Rate Schedule PA Pole Attachments Clean.pdf, PDF pg 4, Original Sheet No. 119, Article II.S

Jackson Energy Cooperative Corp. – Jackson Energy - Pole Attachment - Clean Signed.pdf, PDF pg 3, Original Sheet No. 302, Article II.S

Jackson Purchase Energy Corp. – Revised Tariff final.pdf, PDF pg 6, Sheet No. 162, Article II.S

Kenergy Corp. – Index and Rates No. 76 - Pole Attachment Tariff.pdf, PDF pg 4, Fifth Revised Sheet No. 76 Page 4, Article II.S

Licking Valley R.E.C.C.– Schedule PA Pole Attachments-LVRECC.pdf, PDF pg 4, Original Page No. 4, Article II.S

Meade County R.E.C.C. – MCRECC Schedule PA Pole Attachments 22020228.pdf, PDF pg 4, Original Page No. 4, Article II.S

Nolin R.E.C.C. – Schedule PA - Pole Attachments.pdf, PDF pg 4, Original Sheet No. 4, Article II.S

Owen Electric Cooperative, Inc.– Owen Electric Pole Attachment Tariffs New.pdf, PDF pg 4, Original Sheet No. 84.4, Article II.S

Salt River Electric Cooperative Corp.– Pole Attachment Tariff 02.28.2022.pdf, PDF pg 4, Revised Sheet No. 132, Article II.S

Shelby Energy Cooperative, Inc.– Tariff Revised - Schedule PA - Clean.pdf, PDF pg 4, 1st Revised Sheet No. 302.3, Article II.S

South Kentucky R.E.C.C. – SKRECC Pole Attachment Tariff with margin notations.pdf, PDF pg 3, Original Page No. 19.2, Article II.R

Supply Space

First, cooperative tariffs define “Supply Space” similarly, but with differing values. Electric supply engineering is largely standardized and the requirement of space available for use should be standardized as well. The definition of supply space should be consistent footage.

Second, the cooperative definition of “Supply Space” also includes a requirement that the, “Licensee will make its initial Attachments one foot above the lowest possible point that provides such ground clearance, which is within the Communications Space.” This requirement inappropriately restricts the space that is supposed to be available to licensees.

Third, the cooperative definition of “Supply Space” includes language that specifies if the coop installs a pole larger than the standard pole, “...solely in anticipation of its future requirements or additions...” that supply space will be increased. This potentially conflicts expansion of broadband capabilities such that a cooperatives broadband plans may be used to thwart other entrants.

Suggestions:

- 1. Supply Space should be standardized.**
- 2. The requirement to attach one foot above the beginning of the Communications Space should be eliminated.**
- 3. A “standard pole” needs to be defined. There is no mechanism to track which poles are or will be designated as these types of replacements. Additionally, the FCC is clear on this that electric companies may only reserve future space on poles for their primary product, electric service. There needs to be language incorporated that includes that provision.**

Big Sandy R.E.C.C. – CATV Tariff- PSC NO. 10.pdf, PDF pg 5, Original Page No. 4, Article II.W

Blue Grass Energy Cooperative, Corp. –New Pole Attachment Tariffs Blue Grass Energy 022820022A.pdf, PDF pg. 4. Original Sheet No. 189, Article II.W

Clark Energy Cooperative, Inc. – Schedule PA - Pole Attachments.pdf, PDF pg 4, Original Sheet No. 112, Article II.Y

Cumberland Valley Electric, Inc. – CVE New Pole Attachment Tariff.pdf, PDF pg 4, Original Sheet No. 104, Article II.W

Fleming Mason Energy Cooperative, Corp.– FME SchedulePA-Signed.pdf, PDF pg 4, Original Sheet No. 31.3, Article II.W

Inter County Energy Cooperation Corp. – Tariff - Rate Schedule PA Pole Attachments Clean.pdf, PDF pg 4, Original Sheet No. 119, Article II.W

Jackson Energy Cooperative Corp.– Jackson Energy - Pole Attachment - Clean Signed.pdf, PDF pg 3, Original Sheet No. 302, Article II.W

Jackson Purchase Energy Corp.– Revised Tariff final.pdf, PDF pg 6, Sheet No. 162, Article II.W

Kenergy Corp. – Index and Rates No. 76 - Pole Attachment Tariff.pdf, PDF pg 4, Fifth Revised Sheet No. 76 Page 4, Article II.W

Licking Valley R.E.C.C. – Schedule PA Pole Attachments-LVRECC.pdf, PDF pg 4, Original Page No. 4, Article II.W

Meade County R.E.C.C. – MCRECC Schedule PA Pole Attachments 22020228.pdf, PDF pg 4, Original Page No. 4, Article II.W

Nolin R.E.C.C.– Schedule PA - Pole Attachments.pdf, PDF pg 4, Original Sheet No. 4, Article II.W

Owen Electric Cooperative, Inc. – Owen Electric Pole Attachment Tariffs New.pdf, PDF pg 4, Original Sheet No. 84.4, Article II.W

Salt River Electric Cooperative Corp. – Pole Attachment Tariff 02.28.2022.pdf, PDF pg 4, Revised Sheet No. 132, Article II.X

Shelby Energy Cooperative, Inc. – Tariff Revised - Schedule PA - Clean.pdf, PDF pg 4, 1st Revised Sheet No. 302.3, Article II.W

South Kentucky R.E.C.C. – SKRECC Pole Attachment Tariff with margin notations.pdf, PDF pg 3, Original Page No. 19.3, Article II.V

Make Ready Estimates

The cooperative tariffs automatically withdraw make-ready estimates after fourteen days. The rules say that pole owners may withdraw their estimates but the automatic withdrawal provision does not comport with the spirit of the rule. A simple acceptance and later payment of the make-ready estimate should suffice.

Suggested Language:

(Company Name) may withdraw an outstanding estimate of charges to perform Make-Ready Work beginning 14 days after presentation of the estimate to Attaching Party. If Attaching Party does not pay the estimate of charges within 45 calendar days after presentation, (Company Name) reserves the right to cancel the Application.

Big Sandy R.E.C.C. – CATV Tariff- PSC NO. 10.pdf, PDF pg 10, Original Page No. 9, Article IV.B.3.ii

Blue Grass Energy Cooperative Corp. – New Pole Attachment Tariffs Blue Grass Energy 02282022A.pdf, PDF pg 8, Original Sheet No. 193, Article IV.B.3.ii

Clark Energy Cooperative, Inc. – Schedule PA - Pole Attachments.pdf, PDF pg 9, Original Sheet No. 117, Article IV.B.3.ii

Cumberland Valley Electric, Inc. – CVE New Pole Attachment Tariff.pdf, PDF pg 9, Original Sheet No. 109, Article IV.B.3.ii

Fleming Mason Energy Cooperative, Inc. – FME SchedulePA-Signed.pdf, PDF pg 7, Original Sheet No. 31.6, Article IV.B.3.ii

Inter County Energy Cooperation, Corp.– Tariff - Rate Schedule PA Pole Attachments Clean.pdf, PDF pg 10, Original Sheet No. 123.2, Article IV.B.3.ii

Jackson Energy Cooperative Corp.– Jackson Energy -Pole Attachment - Clean Signed.pdf, PDF pg 7, Original Sheet No. 306, Article IV.B.3.ii

Jackson Purchase Energy Corp. – Revised Tariff final.pdf, PDF pg 9, Sheet No. 165, Article IV.B.3.ii

Kenergy Corp. – Index and Rates No. 76 - Pole Attachment Tariff.pdf, PDF pg 10, Fifth Revised Sheet No. 76 Page 9, Article IV.B.3.ii

Licking Valley R.E.C.C. – Schedule PA Pole Attachments-LVRECC.pdf, PDF pg 9, Original Page No. 9, Article IV.B.3.ii

Meade County R.E.C.C. – MCRECC Schedule PA Pole Attachments 22020228.pdf, PDF pg 9, Original Page No. 9, Article IV.B.3.ii

Nolin R.E.C.C.– Schedule PA - Pole Attachments.pdf, PDF pg 9, Original Sheet No. 9, Article IV.B.3.ii

Owen Electric Cooperative, Inc. – Owen Electric Pole Attachment Tariffs New.pdf, PDF pg 9, Original Sheet No. 84.9, Article IV.B.3.ii

Salt River Electric Cooperative Corp. – Pole Attachment Tariff 02.28.2022.pdf, PDF pg 9, Revised Sheet No. 137, Article IV.B.3.ii

Shelby Energy Cooperative, Inc.– Tariff Revised - Schedule PA - Clean.pdf, PDF pg 9, 1st
Revised Sheet No. 302.8, Article IV.B.3.ii

South Kentucky R.E.C.C.– SKRECC Pole Attachment Tariff with margin notations.pdf, PDF pg
8, Original Page No. 19.7, Article IV.B.3.ii

Guying and Anchoring

The requirement in the tariffs that states that, “Any guying and anchoring required to accommodate the Attachments of the Licensee shall be provided by and at the full expense of the licensee and to the reasonable satisfaction of the Cooperative.” should preclude any rates for guys and anchors in the tariffs.

Suggested Language:

There should be no guy or anchor charges included in any tariff that requires the attacher to place them at their own cost or it should be made clear that no such charges will apply to Licensee-provided guys and anchors.

Big Sandy R.E.C.C. – CATV Tariff- PSC NO. 10.pdf, PDF pg 20, Original Page No. 19, Article VI.A

Blue Grass Energy Cooperative Corp. – New Pole Attachment Tariffs Blue Grass Energy 02282022A.pdf, PDF pg 16, Original Sheet No. 201, Article VI.A

Clark Energy Cooperative, Inc. – Schedule PA - Pole Attachments.pdf, PDF pg 18, Original Sheet No. 118.8, Article VI.A

Cumberland Valley Electric, Inc. – CVE New Pole Attachment Tariff.pdf, PDF pg 19, Original Sheet No. 119, Article VI.A

Fleming Mason Energy Cooperative, Inc. – FME SchedulePA-Signed.pdf, PDF pg 15, Original Sheet No. 31.14, Article VI.A

Inter County Energy Cooperation Corp.– Tariff - Rate Schedule PA Pole Attachments Clean.pdf, PDF pg 19, Original Sheet No. 123.11, Article VI.A

Jackson Energy Cooperative Corp. – Jackson Energy - Pole Attachment - Clean Signed.pdf, PDF pg 13, Original Sheet No. 312, Article VI.A

Jackson Purchase Energy Corp. – Revised Tariff final.pdf, PDF pg 19, Sheet No. 175, Article VI.A

Kenergy Corp.– Index and Rates No. 76 - Pole Attachment Tariff.pdf, PDF pg 20, Fifth Revised Sheet No. 76 Page 19, Article VI.A

Licking Valley R.E.C.C. – Schedule PA Pole Attachments-LVRECC.pdf, PDF pg 18, Original Page No. 18, Article VI.A

Meade County R.E.C.C. – MCRECC Schedule PA Pole Attachments 22020228.pdf, PDF pg 18, Original Page No. 18, Article VI.A

Nolin R.E.C.C. – Schedule PA - Pole Attachments.pdf, PDF pg 18, Original Sheet No. 18, Article VI.A

Owen Electric Cooperative, Inc. – Owen Electric Pole Attachment Tariffs New.pdf, PDF pg 18, Original Sheet No. 84.18, Article VI.A

Salt River Electric Cooperative Corp.– Pole Attachment Tariff 02.28.2022.pdf, PDF pg 18, Revised Sheet No. 146, Article VI.A

Shelby Energy Cooperative, Inc. – Tariff Revised - Schedule PA - Clean.pdf, PDF pg 18, 1st Revised Sheet No. 302.17, Article VI.A

South Kentucky R.E.C.C. – SKRECC Pole Attachment Tariff with margin notations.pdf, PDF pg 16, Original Page No. 19.15, Article VI.A

Inventory

1. Inventories for suspected safety violations should be allowed by the pole owner at any time they choose, but those safety inspections should not be charged to the attachers, especially if there are no safety violations found by that particular attacher.
2. The term, “foreign-owned pole” needs to be defined.
3. Attachers should not be charged for inventories on poles that are not owned by the pole owner and the language appears to allow that.
4. The time frame for corrections is too short. Thirty-days to receive, process, and actively correct issues, some of which may be complex, is unreasonable.
5. The penalties are excessive, rigid, and there is no dispute resolution process.

Suggestions/Suggested Language

1. **Only attachers that have safety violations should be charged for a pole safety violation inventory implemented by a “reasonable suspicion that safety violations exist” by the pole owner.**

- a. **Suggested Language:**

With the exception of any state law or regulation providing otherwise, if Attaching Party’s facilities are found to be in compliance with this Agreement, Attaching Party will not incur any charges for the Routine or Spot Inspection. However, (Company Name) determines Attaching Party’s facilities are not in compliance with this Agreement, (Company Name) may charge Attaching Party for the cost of the Routine Inspection, as applicable to the particular item of Structure with the noncompliant attachment.

2. **Define “foreign-owned pole”.**
3. **Inventory costs should not be imposed by the pole owner for inventorying poles that they do not own.**

4. **Attaching Party must bring its noncompliant facilities into compliance within 90 days of the**

Notice of Noncompliance when no Make-Ready Work is required. If any Make-Ready Work or modification work to (Company Name) Structure is required to bring Attaching Party's facilities into compliance, Attaching Party must provide notice to (Company Name), and the Make-Ready Work or modification will be treated in the same fashion as Make-Ready Work or modifications for a new request for attachment. In any event, if the violation creates a hazardous condition, Attaching Party must bring facilities into compliance upon notification. Attaching Party must notify (Company Name) when the facilities have been brought into compliance.

5. **Suggested Language:**

If Attaching Party fails to bring the facilities into compliance within 90 days, or provide (COMPANY NAME) with proof sufficient to persuade (COMPANY NAME) that (COMPANY NAME) erred in asserting that the facilities were not in compliance, (COMPANY NAME) may, at its option and Attaching Party's expense, take such non-service affecting steps as may be required to bring Attaching Party's facilities into compliance, including but not limited to correcting any conditions which do not meet the specifications of this Agreement. If Attaching Party fails to bring its facilities into compliance with the Occupancy Permit and/or the standards set forth in this Agreement, it will be deemed a Continuing Violation.

If (COMPANY NAME) elects to bring Attaching Party's facilities into compliance, the provisions of this Section apply.

(COMPANY NAME) will, whenever practicable, notify Attaching Party in writing before performing such work. The written notice will describe the nature of the work (COMPANY NAME) will perform and the schedule for performing the work.

If Attaching Party's facilities have become detached or partially detached from supporting racks or wall supports located within an (COMPANY NAME) Manhole, (COMPANY NAME) may, at Attaching Party's expense, reattach them but has no obligation to do so.

(COMPANY NAME) will, as soon as practicable after performing the work, advise Attaching Party in writing of the work performed or action taken. Upon receiving such notice, Attaching Party may inspect the facilities and take such steps as Attaching Party may deem necessary to ensure that the facilities meet Attaching Party's performance requirements.

Attaching Party to Bear Expenses. Attaching Party will bear all expenses arising out of or in connection with any work performed to bring Attaching Party's facilities into compliance with this Section; provided, however that nothing contained in this Section or any Occupancy Permit issued hereunder requires Attaching Party to

bear any expenses which, under applicable federal or state laws or regulations, must be borne by persons or entities other than Attaching Party.

Big Sandy R.E.C.C.– CATV Tariff- PSC NO. 10.pdf, PDF pg 22-24, Original Page No. 21-23, Article VII.B, Article VII.D, Article VII.E

Blue Grass Energy Cooperative Corp. – New Pole Attachment Tariffs Blue Grass Energy 02282022A.pdf, PDF pg 19-20, Original Sheet No. 204-205, Article VII.B, Article VII.D, Article VII.E

Clark Energy Cooperative, Inc. – Schedule PA - Pole Attachments.pdf, PDF pg 21-22, Original Sheet No. 118.11-118.12, Article VII.B, Article VII.D, Article VII.E

Cumberland Valley Electric, Inc. – CVE New Pole Attachment Tariff.pdf, PDF pg 21-23, Original Sheet No. 121-123, Article VII.B, Article VII.D, Article VII.E

Fleming Mason Energy Cooperative, Inc.– FME SchedulePA-Signed.pdf, PDF pg 17-18, Original Sheet No. 31.16-31.17, Article VII.B, Article VII.D, Article VII.E

Inter County Energy Cooperation Corp. – Tariff - Rate Schedule PA Pole Attachments Clean.pdf, PDF pg 21-23, Original Sheet No. 123.13-123.15, Article VII.B, Article VII.D, Article VII.E

Jackson Energy Cooperative Corp. – Jackson Energy - Pole Attachment - Clean Signed.pdf, PDF pg 15-16, Original Sheet No. 314-315, Article VII.B, Article VII.D, Article VII.E

Jackson Purchase Energy Corp.– Revised Tariff final.pdf, PDF pg 22-23, Sheet No. 178-179, Article VII.B, Article VII.D, Article VII.E

Kenergy Corp.– Index and Rates No. 76 - Pole Attachment Tariff.pdf, PDF pg 22-24, Fifth Revised Sheet No. 76 Page 21-23, Article VII.B, Article VII.D, Article VII.E

Licking Valley R.E.C.C. – Schedule PA Pole Attachments-LVRECC.pdf, PDF pg 21-22, Original Page No. 21-22, Article VII.B, Article VII.D, Article VII.E

Meade County R.E.C.C.– MCRECC Schedule PA Pole Attachments 22020228.pdf, PDF pg 20-22, Original Page No. 20-22, Article VII.B, Article VII.D, Article VII.E

Nolin R.E.C.C.– Schedule PA - Pole Attachments.pdf, PDF pg 20-22, Original Sheet No. 20-22, Article VII.B, Article VII.D, Article VII.E

Owen Electric Cooperative, Inc.– Owen Electric Pole Attachment Tariffs New.pdf, PDF pg 21-22, Original Sheet No. 84.21-84.22, Article VII.B, Article VII.D, Article VII.E

Salt River Electric Cooperative Corp.– Pole Attachment Tariff 02.28.2022.pdf, PDF pg 20-22, Revised Sheet No. 148-150, Article VII.B, Article VII.D, Article VII.E

Shelby Energy Cooperative, Inc. – Tariff Revised - Schedule PA - Clean.pdf, PDF pg 20-21, 1st Revised Sheet No. 302.19-302.20, Article VII.B, Article VII.D, Article VII.E

South Kentucky R.E.C.C. – SKRECC Pole Attachment Tariff with margin notations.pdf, PDF pg 18-20, Original Page No. 19.17-19.19, Article VII.B, Article VII.D, Article VII.E

Unauthorized Attachment Fee

Unauthorized attachment fee of 5X annual cost for attachment. These punitive penalties have increased significantly.

Suggested Language:

Notice to Attaching Party. If (Company Name) finds any of Attaching Party's facilities, attached to (Company Name) Structure, for which no Occupancy Permit is presently in effect, (Company Name), without prejudice to other rights or remedies available to (Company Name) under this Agreement, and without prejudice to any rights or remedies which may exist independent of this Agreement, will send written notice to Attaching Party advising that no Occupancy Permit is presently in effect with respect to the facilities, and Attaching Party must, within 30 days, respond in writing to the notice.

Attaching Party's Response. Within 30 days after receiving a notice, Attaching Party must acknowledge receipt of the notice and: (a) submit to (Company Name) an existing Occupancy Permit covering the alleged unauthorized attachments; (b) if an Occupancy Permit does not exist, submit an Application; or (c) notify (Company Name) in writing that the unauthorized attachment does not belong to Attaching Party.

Charges for Unauthorized Attachments. Attachment fees continue to accrue until Attaching Party removes the unauthorized facilities from (Company Name) Structure. In addition, Attaching Party will: (a) be liable for an unauthorized attachment fee as specified elsewhere this Agreement; (b) rearrange or remove its unauthorized facilities at (Company Name) request to comply with applicable placement standards; (c) remove its facilities from any space occupied by or assigned to (Company Name) or Other User; and (d) pay (Company Name) for all costs (Company Name) incurred in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of attaching Party's unauthorized facilities.

Big Sandy R.E.C.C. – CATV Tariff- PSC NO. 10.pdf, PDF pg 26-27, Original Page No. 25-26, Article IX.A.i

Blue Grass Energy Cooperative Corp. – New Pole Attachment Tariffs Blue Grass Energy 02282022A.pdf, PDF pg 22-23, Original Page No. 207-208, Article IX.A.i

Clark Energy Cooperative, Inc. – Schedule PA - Pole Attachments.pdf, PDF pg 25, Original Sheet No. 118.15, Article IX.A.i

Cumberland Valley Electric, Inc. – CVE New Pole Attachment Tariff.pdf, PDF pg 26, Original Sheet No. 126, Article IX.A.i

Fleming Mason Energy Cooperative, Inc. – FME SchedulePA-Signed.pdf, PDF pg 20, Original Sheet No. 31.19, Article IX.A.1

Inter County Energy Cooperation Corp. – Tariff - Rate Schedule PA Pole Attachments Clean.pdf, PDF pg 26, Original Sheet No. 123.18 Article IX.A.i (includes “...or \$125... whichever is greater...”)

Jackson Energy Cooperative Corp.– Jackson Energy - Pole Attachment - Clean Signed.pdf, PDF pg 18, Original Sheet No. 317, Article IX.A.i

Jackson Purchase Energy Corp. – Revised Tariff final.pdf, PDF pg 26, Sheet No. 182, Article IX.A.i

Kenergy Corp. – Index and Rates No. 76 - Pole Attachment Tariff.pdf, PDF pg 26-27, Fifth Revised Sheet No. 76 Page 25-26, Article IX.A.i

Licking Valley R.E.C.C. – Schedule PA Pole Attachments-LVRECC.pdf, PDF pg 25-26, Original Page No. 25-26, Article IX.A.i

Meade County R.E.C.C. – MCRECC Schedule PA Pole Attachments 22020228.pdf, PDF pg 25, Original Page No. 25, Article IX.A.i

Nolin R.E.C.C. – Schedule PA - Pole Attachments.pdf, PDF pg 25, Original Sheet No. 25, Article IX.A.i

Owen Electric Cooperative, Inc. – Owen Electric Pole Attachment Tariffs New.pdf, PDF pg 25, Original Sheet No. 84.25, Article IX.A.i

Salt River Electric Cooperative Corp. – Pole Attachment Tariff 02.28.2022.pdf, PDF pg 24, Original Sheet No. 152, Article IX.A.i

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South Kentucky R.E.C.C. – SKRECC Pole Attachment Tariff with margin notations.pdf, PDF pg 22, Original Page No. 19.21, Article IX.A.i

Certification of Licensee’s design

Will now require licensee’s application permit to be signed and sealed by a professional engineer, registered in the state of Kentucky including pole loading by a professional engineer.

Requiring a P.E to stamp and seal aerial design is complete Overkill. All attachments including drops, overlashing, mid-span taps would require a P.E to perform pole loading, stamp and seal every design. Current local practice does not require P.E pole loading or P.E engineering design for any aerial applications. This requirement will add significant costs and slow or possibly stop fiber deployment.

Licensee's Attachment Permit application must be signed and sealed by a professional engineer, registered in the State of Kentucky, certifying that Licensee's aerial cable design fully complies with the NESC and Cooperative's Construction Standards and any other applicable federal, state or local codes and/or requirements, or Licensee will pay Cooperative for actual costs for necessary engineering and post-construction inspection and to ensure Licensee's design fully

complies with the NESC and Electric Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements.

This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Cooperative's facilities and other Attaching Entities' facilities that exist on the poles without regard to the condition of the existing facilities.

Suggested Language: Licensee's Attachment Permit design application must fully comply with the NESC and Cooperative's Construction Standards and any other applicable federal, state or local codes and/or requirements, or Licensee will pay Cooperative for actual costs for necessary engineering and post-construction inspection and to ensure Licensee's design fully complies with the NESC and Electric Utility's Construction Standards and any other applicable federal, state or local codes and/or requirements.

This certification shall include the confirmation that the design is in accordance with pole strength requirements of the NESC, taking into account the effects of Cooperative's facilities and other Attaching Entities' facilities that exist on the poles without regard to the condition of the existing facilities.

Big Sandy R.E.C.C -CATV Tariff- PSC NO. 10.pdf, PDF page 42. Original page No.41, Appendix B.D.1-2

Blue Grass Energy Cooperative Corp-New Pole Attachment Tariffs Blue Grass Energy 02282022Z.pdf, PDF page 36. Original page No.221, Appendix B.D.1-2

Clark Energy Cooperative, Inc.-SCHEDULE PA - POLE ATTACHMENTS.pdf, PDF page 39. Original page No.118.29, Appendix B.D.1-2

Cumberland Valley Electric, Inc.-CVE New Pole Attachment Tariff.pdf, PDF page 40. Original page No.140, Appendix B.D.1-2

Fleming Mason Energy Cooperative Inc. -FME-SchedulePA-Signed.pdf, PDF page 32. Original page No.31, Appendix B.D.1-2

Inter County Energy Cooperation Corp.-Tariff - Rate Schedule PA Pole Attachments Clean.pdf, PDF page 41 Original page No.33, Appendix B.D.1-2

Jackson Energy Cooperative Corp.-Jackson Energy - Pole Attachment Tariff - Clean Signed.pdf, PDF page 29. Original page No.328, Appendix B.D.1-2

Jackson Purchase Energy Corp. - REVISED TARIFF Final.pdf, PDF page 40. Original page No.196, Appendix B.D.1-2

Kenergy Corp.-Kenergy 69 Tariff Revised.pdf, PDF page 41. Original page No. 40, Appendix B.D.1-2

Licking Valley R.E.C.C-Schedule PA-Pole Attachments-LVRECC.pdf, PDF page 40. Original page No. 40, Appendix B.D.1-2

Meade County R.E.C.C.-MCRECC Schedule PA Pole Attachments 22020228.pdf, PDF page 39. Original page No. 39, Appendix B.D.1-2

Nolin R.E.C.C-Schedule PA - Pole Attachments.pdf, PDF page 38. Original page No. 38, Appendix B.D.1-2

Owen Electric Cooperative, Inc.- Electric Pole Attachment Tariffs New.pdf, PDF page 39. Original page No. 84.39, Appendix B.D.1-2

Salt River Electric Cooperative Corp.- Pole Attachment Tariff 02.28.2022.pdf, PDF page 38. Original page No. 166, Appendix B.D.1-2

Shelby Energy Cooperative, Inc- Tariff Revised - Schedule PA - Clean.pdf, PDF page 36. Original page No. 302.35, Appendix B.CI.1-2

South Kentucky R.E.C.C.- SKRECC Pole Attachment Tariff with margin notations.pdf, PDF page 36. Original page No. 19.35, Appendix B.D.1-2

Overlapping

Will now require pole loading by a professional engineer licensed in the state of Kentucky.

Currently local operations does not require pole loading by a professional engineer. Requiring pole loading by a professional engineer will add significant costs and will slow or possibly stop fiber deployment.

Any person or entity seeking to over lash existing facilities attached to Cooperative's Poles shall provide advance written notice to the Cooperative describing the proposed activity along with submission of the complete information required under APPENDIX A, including a pole-loading analysis certified by a professional engineer licensed in Kentucky, in the method and form reasonably required by Cooperative

Suggested Language: Any person or entity seeking to over lash existing facilities attached to Cooperative's Poles shall provide advance written notice to the Cooperative describing the proposed activity along with submission of the complete information required including a pole-loading analysis in the method and form reasonably required by Cooperative.

Big Sandy R.E.C.C -CATV Tariff- PSC NO. 10.pdf, PDF page 17. Original page No.16, Article IV.D.1

Blue Grass Energy Cooperative Corp. -New Pole Attachment Tariffs Blue Grass Energy 02282022Z.pdf, PDF page 14. Original page No.199, Article IV.D.1

Clark Energy Cooperative, Inc. -SCHEDULE PA - POLE ATTACHMENTS.pdf, PDF page 16. Original page No.118.6, Article IV.D.1

Cumberland Valley Electric, Inc -CVE New Pole Attachment Tariff.pdf, PDF page 16. Original page No.116, Article IV.D.1

Fleming Mason Energy Cooperative, Inc-FME-SchedulePA-Signed.pdf, PDF page 13. Original page No.12, Article IV.D.1

Inter County Energy Cooperation Corp.--Tariff - Rate Schedule PA Pole Attachments Clean.pdf, PDF page 17. Original page No.9, Article IV.D.1

Jackson Energy Cooperative Corp.-Jackson Energy Pole Attachment Tariff, PDF page 12. Original page no. 311, Article IV.D.1

Jackson Purchase Energy Corp.- REVISED TARIFF Final.pdf, PDF page 17. Original page No.173, Article IV.D.1

Kenergy Corp.- Kenergy 69 Tariff Revised.pdf, PDF page 17. Original page No.16, Article IV.D.1

Licking Valley R.E.C.C.- Schedule PA-Pole Attachments-LVRECC.pdf, PDF page 16. Original page No.16, Article IV.D.1

Meade County R.E.C.C.- MCRECC Schedule PA Pole Attachments 22020228.pdf, PDF page 84.16. Original page No. 16, Article IV.D.1

Nolin R.E.C.C.- Schedule PA - Pole Attachments.pdf, PDF page 16. Original page No. 16, Article IV.D.1

Owen Electric Cooperative, Inc.-Owen Electric Pole Attachment Tariffs New.pdf, PDF page 16. Original page No. 16, Article IV.D.1

Salt River Electric Cooperative Corp.- Pole Attachment Tariff 02.28.2022.pdf, PDF page 15. Original page No. 143, Article IV.D.1

Shelby Energy Cooperatve, Inc.- Tariff Revised - Schedule PA - Clean.pdf, PDF page 15. Original page No. 302 14, Article IV.D.1

South Kentucky R.E.C.C.- SKRECC Pole Attachment Tariff with margin notations.pdf, PDF page 14. Original page No. 19.13, Article IV.D.1

MID-SPAN TAPS

All Mid span taps will now have the same requirements of a new attachments.

Mid-Span Taps are now being treated the same as new attachments. This will require professional engineering and pole loading performed by a professional engineer. Mid-span taps could include drops to feed customers.

This is design overkill and will add significant costs and slow or possibly stop fiber deployment.

All strand cross-over taps should be subject to the same installation and maintenance requirements as an attachments under this Tariff and should not require professional engineering evaluation.

Big Sandy R.E.C.C.- CATV Tariff- PSC NO. 10.pdf, PDF page 43. Original page No.42, Appendix B.E.7

Blue Grass Energy Cooperative Corp. - New Pole Attachment Tariffs Blue Grass Energy 02282022Z.pdf, PDF page 37. Original page No.222, Appendix B.E.7

Clark Energy Cooperative, Inc.-SCHEDULE PA - POLE ATTACHMENTS.pdf, PDF page 40. Original page No.118.30, Appendix B.E.7

Cumberland Valley Electric, Inc. - CVE New Pole Attachment Tariff.pdf, PDF page 41. Original page No.141, Appendix B.E.7

Fleming Mason Energy Cooperative, Inc.-FME-SchedulePA-Signed.pdf, PDF page 33. Original page 31.32, Appendix B.E.7

Inter County Energy Cooperation Corp.-Tariff - Rate Schedule PA Pole Attachments Clean.pdf, PDF page 42. Original page No.123.34, Appendix B.E.7

Jackson Energy Cooperative Corp. - Jackson Energy - Pole Attachment Tariff - Clean Signed.pdf, PDF page 29. Original page No.328, Appendix B.E.7

Jackson Purchase Energy Corp.-REVISED TARIFF Final.pdf, PDF page No. 41. Original page No.197, Appendix B.E.7

Kenergy Corp.- Kenergy 69 Tariff Revised.pdf, PDF page 42. Original page No.41, Appendix B.E.7

Licking Valley R.E.C.C.-Schedule PA-Pole Attachments-LVRECC.pdf, PDF page 41. Original page No. 41, Appendix B.E.7

Meade County R.E.C.C.- MCRECC Schedule PA Pole Attachments 22020228.pdf, PDF page 40. Original page No. 40, Appendix B.E.7

Nolin R.E.C.C.- Schedule PA - Pole Attachments.pdf, PDF page 39. Original page No. 39, Appendix B.E.7

Owen Electric Cooperative, Inc.- Owen Electric Pole Attachment Tariffs New.pdf, PDF page 40. Original page No. 84, 40, Appendix B.E.7

Salt River Electric Cooperative Corp.- Pole Attachment Tariff 02.28.2022.pdf, PDF page 39. Original page No. 167, Appendix B.E.7

Shelby Energy Cooperatve, Inc.- Tariff Revised - Schedule PA - Clean.pdf, PDF page 37. Original page No. 302.36, Appendix B.CII.7

IOU Tariffs

Kentucky Power Tariff

Make Ready Estimates

The proposed tariff automatically withdraws make-ready estimates after fourteen days if the estimate is not paid within that time frame. The rules say that pole owners may withdraw their estimates but the automatic withdrawal provision does not comport with the spirit of the rule. A simple acceptance and later payment of the make-ready estimate should be sufficient.

Suggested Language:

(Company Name) may withdraw an outstanding estimate of charges to perform Make-Ready Work beginning 14 days after presentation of the estimate to Attaching Party. If Attaching Party does not pay the estimate of charges within 45 calendar days after presentation, (Company Name) reserves the right to cancel the Application.

KPCO Pole Attachments 02282022.pdf, PDF pg 4, Document pg 2, Customer Notice of Tariff Change, New Section 6 – Applications, Make-Ready Estimates

Tagging Requirement The requirement for tagging is unreasonable and impractical. The requirement to tag all untagged attachments within 180 days is completely impractical and prohibitively expensive. There could be literally tens of thousands of untagged attachments.

Suggested Language: Attaching Party must tag or otherwise mark all of Attaching Party's facilities, placed in or on (Company Name) structure, in a manner sufficient to identify the facilities as those belonging to Attaching Party. In the case of existing attachments, Attaching Party will tag such attachments as Attaching Party visits for the performance of maintenance or other work. Attaching Party's facilities on (Company Name) Poles must be tagged at each Pole attachment, and Attaching Party's facilities in (Company Name) Conduits must be tagged inside each Manhole and Handhole so as to identify Attaching Party as the owner of the facilities. On aerial attachments, the tags must be of sufficient size and lettering to be easily read from the ground.

KPCO Pole Attachments 02282022.pdf, PDF pg 4, Document pg 2, Customer Notice of Tariff Change, New Section 8 - Tagging

Unauthorized Attachments Does not allow an attacher to refute the presumption of an unauthorized attachment that exists simply because KCPO does not have the attachment in its records.

Suggested Language:

Notice to Attaching Party. If (Company Name) finds any of Attaching Party's facilities, attached to (Company Name) Structure, for which no Occupancy Permit is presently in

effect, (Company Name), without prejudice to other rights or remedies available to (Company Name) under this Agreement, and without prejudice to any rights or remedies which may exist independent of this Agreement, will send written notice to Attaching Party advising that no Occupancy Permit is presently in effect with respect to the facilities, and Attaching Party must, within 30 days, respond in writing to the notice.

Attaching Party's Response. Within 30 days after receiving a notice, Attaching Party must acknowledge receipt of the notice and: (a) submit to (Company Name) an existing Occupancy Permit covering the alleged unauthorized attachments; (b) if an Occupancy Permit does not exist, submit an Application; or (c) notify (Company Name) in writing that the unauthorized attachment does not belong to Attaching Party.

Charges for Unauthorized Attachments. Attachment fees continue to accrue until Attaching Party removes the unauthorized facilities from (Company Name) Structure. In addition, Attaching Party will: (a) be liable for an unauthorized attachment fee as specified elsewhere this Agreement; (b) rearrange or remove its unauthorized facilities at (Company Name) request to comply with applicable placement standards; (c) remove its facilities from any space occupied by or assigned to (Company Name) or Other User; and (d) pay (Company Name) for all costs (Company Name) incurred in connection with any rearrangements, modifications, or replacements necessitated as a result of the presence of attaching Party's unauthorized facilities.

KPCO Pole Attachments 02282022.pdf, PDF pg 6, Document pg 4, Customer Notice of Tariff Change, New Section 15 – Attachment Inventory

Louisville Gas & Electric Tariff

Make Ready Estimates

The proposed tariff automatically withdraws make-ready estimates after fourteen days if the estimate is not paid within that time frame. The rules say that pole owners may withdraw their estimates but the automatic withdrawal provision does not comport with the spirit of the rule. A simple acceptance and later payment of the make-ready estimate should be sufficient.

Suggested Language:

(Company Name) may withdraw an outstanding estimate of charges to perform Make-Ready Work beginning 14 days after presentation of the estimate to Attaching Party. If Attaching Party does not pay the estimate of charges within 45 calendar days after presentation, (Company Name) reserves the right to cancel the Application.

02 - LGE Electric PSC-NO. 13 - ef 02-01-2022 - PSA.pdf, PDF pg 9, First Revision of Original Sheet No. 40.8, Terms and Conditions of Attachment, Section 7.e

Attachment Definition

“Attachment” – Includes overlashing as an attachment and risers.

By rule, overlashing is not defined as an attachment.

02 - LGE Electric PSC-NO. 13 - eff 02-01-2022 - PSA.pdf, PDF pg 1, First Revision of Original Sheet No. 40, Definitions – “Attachment”

Tagging

The requirement for tagging is unreasonable and impractical. The requirement to tag all untagged attachments within 180 days is completely impractical and prohibitively expensive. There could be literally tens of thousands of untagged attachments.

Suggested Language: Attaching Party must tag or otherwise mark all of Attaching Party’s facilities, placed in or on (Company Name) structure, in a manner sufficient to identify the facilities as those belonging to Attaching Party. In the case of existing attachments, Attaching Party will tag such attachments as Attaching Party visits for the performance of maintenance or other work. Attaching Party’s facilities on (Company Name) Poles must be tagged at each Pole attachment, and Attaching Party’s facilities in (Company Name) Conduits must be tagged inside each Manhole and Handhole so as to identify Attaching Party as the owner of the facilities. On aerial attachments, the tags must be of sufficient size and lettering to be easily read from the ground.

02 - LGE Electric PSC-NO. 13 - eff 02-01-2022 - PSA.pdf, PDF pg 14, First Revision of Original Sheet No. 40.13, Section 9.c

Overlashing

“Attachment customer shall reimburse Company for any costs incurred in evaluating the proposed Overlashing.”

This language is ambiguous and needs to specify what costs are being included in the evaluation along with timelines for submitting costs.

02 - LGE Electric PSC-NO. 13 - eff 02-01-2022 - PSA.pdf, PDF pg 17, First Revision of Original Sheet No. 40.13, Section 11.a

Kentucky Utilities Tariff

Make Ready Estimates

The proposed tariff automatically withdraws make-ready estimates after fourteen days if the estimate is not paid within that time frame. The rules say that pole owners may withdraw their estimates but the automatic withdrawal provision does not comport with the spirit of the rule. A simple acceptance and later payment of the make-ready estimate should be sufficient.

Suggested Language:

(Company Name) may withdraw an outstanding estimate of charges to perform Make-Ready Work beginning 14 days after presentation of the estimate to Attaching Party. If Attaching Party does not pay the estimate of charges within 45 calendar days after presentation, (Company Name) reserves the right to cancel the Application.

02 - KU PSC-NO. 20 - eff 02-01-2022 - PSA.pdf, PDF pg 9, First Revision of Original Sheet No. 40.8, Terms and Conditions of Attachment, Section 7.e

Attachment Definition

“Attachment” – Includes overlashing as an attachment and risers.

By rule, overlashing is not defined as an attachment.

02 - KU PSC-NO. 20 - eff 02-01-2022 - PSA.pdf, PDF pg 1, First Revision of Original Sheet No. 40, Definitions – “Attachment”

Tagging

The requirement for tagging is unreasonable and impractical. The requirement to tag all untagged attachments within 180 days is completely impractical and prohibitively expensive. There could be literally tens of thousands of untagged attachments.

Suggested Language: Attaching Party must tag or otherwise mark all of Attaching Party’s facilities, placed in or on (Company Name) structure, in a manner sufficient to identify the facilities as those belonging to Attaching Party. In the case of existing attachments, Attaching Party will tag such attachments as Attaching Party visits for the performance of maintenance or other work. Attaching Party’s facilities on (Company Name) Poles must be tagged at each Pole attachment, and Attaching Party’s facilities in (Company Name) Conduits must be tagged inside each Manhole and Handhole so as to identify Attaching Party as the owner of the facilities. On aerial attachments, the tags must be of sufficient size and lettering to be easily read from the ground.

02 - KU PSC-NO. 20 - eff 02-01-2022 - PSA.pdf, PDF pg 14, First Revision of Original Sheet No. 40.13, Section 9.c

Overlashing

“Attachment customer shall reimburse Company for any costs incurred in evaluating the proposed Overlashing.”

This language is ambiguous and needs to specify what costs are being included in the evaluation along with timelines for submitting costs.

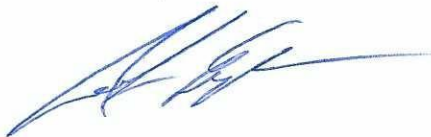
02 - KU PSC-NO. 20 - eff 02-01-2022 - PSA.pdf, PDF pg 17, First Revision of Original Sheet No. 40.16, Section 11.a

WHEREFORE AT&T REQUEST that:

1. As provided for within the Commission's March 2, 2022 Order, the Commission suspend the effectiveness of the tariffs specified above, until such time as the deficiencies are corrected
2. The Commission enter an order requiring the utilities noted above to file tariffs correcting the specified deficiencies; and
3. Grant any further relief the Commission deems appropriate.

Respectfully submitted by:

John T. Tyler



Attorney for AT&T