

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

**In the Matter of:**

<b>ELECTRONIC INVESTIGATION OF THE</b>	)	<b>CASE NO.</b>
<b>PROPOSED POLE ATTACHMENT TARIFFS OF</b>	)	<b>2022-00105</b>
<b>INVESTOR OWNED ELECTRIC UTILITIES</b>	)	

**and**

**In the Matter of:**

<b>ELECTRONIC INVESTIGATION OF THE</b>	)	
<b>PROPOSED POLE ATTACHMENT TARIFFS OF</b>	)	<b>CASE NO.</b>
<b>RURAL ELECTRIC COOPERATIVE</b>	)	<b>2022-00106</b>
<b>CORPORATIONS</b>	)	

**TESTIMONY OF DANIEL RHINEHART**  
**ON BEHALF OF AT&T**

**June 9, 2022**

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**Q. PLEASE STATE YOUR NAME AND BUSINESS ADDRESS.**

A. My name is Daniel P. Rhinehart. My business address is 9505 Arboretum Blvd., Room 9S12, Austin, Texas 78759.

**Q. BY WHOM ARE YOU EMPLOYED, AND WHAT IS YOUR JOB TITLE?**

A. I am employed by AT&T Services, Inc., an entity that provides support services for various AT&T entities. My job title is Director – Regulatory. This testimony is submitted on behalf of AT&T Kentucky (BellSouth Telecommunications, LLC, d/b/a/ AT&T Kentucky, “AT&T”).

**Q. WHAT ARE YOUR RESPONSIBILITIES IN THAT POSITION?**

A. My responsibilities include participating in regulatory dockets and litigation matters, on behalf of various AT&T entities including AT&T Kentucky, with a focus on cost analysis and universal service matters. I direct the development of AT&T’s pole attachment and conduit occupancy rates and I support analysis of third-party pole attachment rates.

**Q. PLEASE BRIEFLY DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL BACKGROUND.**

A. I hold Bachelor of Science in Education and Master of Business Administration degrees and I have completed numerous training courses covering the topics of separations, telephone accounting, and long run incremental costs.

I have been employed by AT&T and its predecessors since 1979 and have held several positions with increasing responsibilities in the finance and regulatory areas. My current responsibilities include, among other things, supporting various AT&T entities in the areas of cost analysis and pole attachment and conduit occupancy rates. I direct the

1 development of pole attachment and conduit occupancy rates charged by AT&T's  
2 incumbent local exchange carriers ("ILECs") pursuant to Federal Communications  
3 Commission ("FCC") and state formulas, including the calculation of the rental rates that  
4 AT&T's ILECs charge cable and competitive local exchange carrier ("CLEC") attachers  
5 across AT&T's 21-state footprint. I also review and evaluate the reasonableness of pole  
6 attachment rates other entities propose to charge various AT&T entities. I have testified  
7 in federal and state cases regarding the reasonableness of a variety of rates and charges  
8 during the 43 years that I have worked in the telecommunications industry. My  
9 curriculum vitae is provided as Exhibit DPR-1.

10 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

11 A. On March 17, 2022, AT&T filed objections to select portions of the filed pole attachment  
12 tariffs of certain Investor-Owned Electric Utilities and Rural Electric Cooperative  
13 Corporations pursuant to the requirements of the order establishing Case No. 2022-  
14 00064. Pursuant to the Commission's subsequent order establishing this case, I am filing  
15 testimony in support of AT&T's previously filed objections.

16 **Q. HOW IS YOUR TESTIMONY ORGANIZED?**

17 A. I will address most of the objections AT&T raised, first as to Investor-Owned Utilities  
18 ("IOU") and second as to Rural Electric Cooperative Corporations ("RECCs"). To limit  
19 repetition, I include a copy of AT&T's March 17 objections as Exhibit DPR-2 and refer  
20 to it as necessary in my testimony.

21 **INVESTOR-OWNED UTILITY TARIFFS**

22 **Q. TO WHICH INVESTOR-OWNED UTILITY TARIFFS DID AT&T FILE**  
23 **OBJECTIONS?**

1 A. AT&T filed limited objections to the tariffs of Kentucky Power Company (“KP”),  
2 Louisville Gas & Electric (“LG&E”), and Kentucky Utilities (“KU”). Our comments  
3 with respect to LG&E and KU were identical except as to tariff page references. These  
4 three companies and Duke Energy filed responses to AT&T’s objections.

5 **Q. THE RESPONSES KP AND THE JOINT COMMENTS OF LG&E AND KU**  
6 **FILED IMPLIED THAT THE COMMISSION SHOULD LIMIT ITS**  
7 **CONSIDERATION OF AT&T’S COMMENTS BECAUSE OF THE FEW POLES**  
8 **ATTACHED TO THEIR SYSTEMS UNDER LICENSE AGREEMENTS. DO**  
9 **YOU AGREE?**

10 A. No. Since the early stages of the development of what eventually became the adopted  
11 rules that the companies are operating under, AT&T made substantial contributions to the  
12 discussions and the Commission adopted several of AT&T’s recommendations. Even  
13 though the Commission did not adopt our request to include Joint Use under the newly  
14 filed Pole and Structure Access Tariffs, the tariffs do apply when pole attachments are  
15 not made pursuant to Joint Use Agreements. KP and LG&E/KU have each admitted that  
16 AT&T attaches to their poles outside of Joint Use. Further, it is conceivable that Joint  
17 Use Agreements could be terminated and relationships could transition to ones based on  
18 the tariffs. Thus, AT&T’s interest in the filed tariffs is wholly appropriate and the  
19 Commission should fully consider its concerns.

20 **Q. PLEASE DESCRIBE THE ISSUES AT&T RAISED WITH KENTUCKY POWER**  
21 **POLE ATTACHMENT TARIFF.**

22 A. AT&T challenges Kentucky Power’s proposals that: (a) automatically withdraw make-  
23 ready estimates if not accepted and paid within 14 days; (b) require all untagged  
24 attachments to be tagged within 180 days; and (c) fail to provide a reasonable opportunity  
25 to refute the presumption of a claimed unauthorized attachment. See Exhibit DPR-2 at  
26 pages 18 and 19.

1 **Q. IS KP'S AUTOMATIC WITHDRAWAL OF MAKE-READY COST**  
2 **STATEMENTS CONTRARY TO THE RULES OF THE COMMISSION?**

3 A. No. However, AT&T's objection to KP's automatic withdrawal of make-ready cost  
4 statements is based on its experience in managing make-ready applications. AT&T  
5 realizes that review, acceptance, and remittance of funds within 14 days may be  
6 challenging to some applicants. Automatic termination of make-ready estimates can  
7 result in unnecessary resubmissions of applications, increased engineering work, and  
8 generally increased administrative burdens. Automatic withdrawals may have the effect  
9 of driving up costs for new attachments whenever a pole owner also demands non-  
10 refundable application, survey, or engineering fees.

11 **Q. WHAT IS AT&T'S PROPOSAL TO ADDRESS THESE CONCERNS?**

12 A. AT&T suggests that while a company has the right under the rules to withdraw make-  
13 ready cost estimates beginning 14 days after the estimate is presented, companies should  
14 take the more permissive approach set out in AT&T's proposed tariff Section 8.8.2  
15 whereby the offer may be withdrawn beginning 14 days after the offer was made, but the  
16 offer is not automatically withdrawn. AT&T's proposed language addressing this issue is  
17 also presented on page 18 of Exhibit DPR-2.

18 **Q. WHY DOES AT&T OBJECT TO KP'S TAGGING REQUIREMENT?**

19 A. KP introduces a tagging requirement in section 8 of its new tariff. AT&T does not object  
20 to a tagging requirement, and its own proposed tariff has such a requirement at section  
21 16.1. However, KP demands that every attachment be tagged within 180 days of the  
22 tariff's effective date. This simply is not practical. Instead of potentially imposing  
23 default or non-compliance penalties as KP could do under Section 26 of its tariff, AT&T

1 suggests that Attaching Parties should tag their untagged facilities any time they visit an  
2 untagged location to perform maintenance or other work.

3 **Q. WHY DOES AT&T OBJECT TO KP'S APPROACH TO UNAUTHORIZED**  
4 **ATTACHMENTS IN SECTION 15 OF ITS TARIFF?**

5 A. KP's tariff allows for field inventories of attachments on a periodic basis and compares  
6 the counts of attachments from the most recent to the current inventory with the  
7 presumption that any excess number of identified attachments must be unauthorized. The  
8 fundamental issue is that an attacher should be given an opportunity to dispute, or at least  
9 discuss, the reasons why it believes some of the alleged unauthorized attachments are not  
10 in fact unauthorized.

11 **Q. WHAT DOES AT&T PROPOSE AS A SOLUTION TO IDENTIFICATION OF**  
12 **UNAUTHORIZED ATTACHMENTS?**

13 A. AT&T recommends that provisions similar to its tariff sections 16.2, 16.3, and 16.4 and  
14 shown at pages 18 and 19 of Exhibit DPR-2 be adopted by the Commission as more  
15 reasonable language than that proposed by KP.

16 **Q. WHAT ISSUES DOES AT&T RAISE WITH THE LG&E AND KU TARIFFS?**

17 A. AT&T is concerned with: (a) the automatic withdrawal of make-ready estimates 14 days  
18 after the estimate is presented; (b) the inclusion of overlashing and risers in the  
19 "attachment" definition; (c) the requirement that all attachments be tagged within 180  
20 days of the effective date of the tariff; and (d) ambiguous language relating to  
21 reimbursement of costs in evaluating proposed overlashing. AT&T's comments and  
22 citations to the LG&E and KU tariffs can be found on pages 19 to 21 of Exhibit DPR-2.

23 **Q. ARE YOUR CONCERNS REGARDING THE AUTOMATIC WITHDRAWAL OF**  
24 **MAKE-READY ESTIMATES BY LG&E AND KU THE SAME AS YOU**  
25 **EXPRESSED IN RELATION TO KP?**

1 A. Yes. The automatic withdrawal of make-ready estimates as LG&E and KU propose,  
2 while permissible under the Commission’s rules, may artificially increase costs imposed  
3 on attaching parties. AT&T suggests that pole owners should take the more permissive  
4 approach set out in AT&T’s proposed tariff Section 8.8.2 whereby the offer may be  
5 withdrawn beginning 14 days after the offer was made, but it is not automatically  
6 withdrawn. AT&T’s proposed language addressing this issue is also presented on pages  
7 19 and 20 of Exhibit DPR-2.

8 **Q. WHAT ARE AT&T’S CONCERNS WITH THE DEFINITION OF**  
9 **“ATTACHMENT” IN THE TARIFFS THAT LG&E AND KU FILED AND DO**  
10 **THE SAME ISSUES EXTEND TO KP AND THE RECCS?**

11 A. AT&T’s concerns with the definition of “attachment” extend across LG&E, KU, KP and  
12 the RECC tariffs. Therefore, I will address all these tariffs globally here.

13 The definition of “attachment” in many tariffs is overbroad and, in conjunction with the  
14 definition of rates, could lead to significant overcharges by pole owners. For example, the  
15 LG&E and KU definition states that attachment “means the Cable or Wireless Facilities  
16 and all associated appliances including without limitation any overlashed cable, guying,  
17 small splice panels and vertical overhead to underground risers but shall not include  
18 power supplies, equipment cabinets, meter bases, and other equipment that impedes  
19 accessibility or otherwise conflicts with Company’s electric design and construction  
20 standards” (See LG&E or KU, Tariff P.S.C. Electric No. 13 and Tariff P.S.C. Electric  
21 No. 20, respectively, First Revision of Original Sheet No. 40, Schedule PSA).

22 KP defines attachment as “Wireline Facility or Wireless Facility and all associated  
23 equipment, including without limitation, any overlashed cable or fiber, guying, small  
24 splice panels and vertical overhead to underground risers but shall not include power

1 supplies, equipment cabinets, meter bases or other equipment that impedes accessibility  
2 or otherwise conflicts with Company's standards. For billing purposes, the term  
3 'Attachment' also includes: (1) a Service Drop affixed to a pole that is located more than  
4 one (1) vertical foot away from the point at which the messenger strand is attached to the  
5 pole; and (2) a Service Drop located on a dedicated service, drop or lift pole." (See KP  
6 P.S.C. KY. No. 12, First Revised Sheet No. 16-1, Section 2. Definitions)

7 Similarly, the Rural Electric Cooperative Corporations' ("RECCs") tariffs state:

8 "Attachment is any licensee cable, wire, strand, circuit, service drop, permitted over-  
9 lashing, appurtenance, equipment, pedestal or apparatus of any type attached to the  
10 Cooperative's Pole." (See, for example: Cumberland Valley Electric, PSC KY NO. 4,  
11 Original Sheet 102, Article II. D. and an additional list of companies in Exhibit DPR-2,  
12 pages 2 to 4.)

13 These definitions frequently include a list of things considered to be attachments, which  
14 is practical in the sense that engineering and construction standards are applied to all  
15 attachments. However, a distinction should be made as to whether certain attachments,  
16 when made in conjunction with another attachment, are chargeable. For example,  
17 attachments made within the same foot of space on the pole associated with another  
18 attachment are not typically chargeable as separate attachments. Risers do not occupy  
19 pole space to the exclusion of other attachments and are not chargeable. Overlapping, by  
20 its very nature, coexists with another attachment and does not occupy additional space on  
21 the pole. The FCC has determined as far back as 1998 that overlapping of an existing  
22 attachment by an attacher or even by a third-party attacher should be permitted without  
23 charge because no additional usable space is occupied. (See: FCC Report and Order,



1 FCC 98-20, February 6, 1998, in CS Docket No 97-151, paragraph 64 and FCC  
2 Consolidated Partial Order on Reconsideration, FCC 01-170, May 22, 2001, in CS  
3 Docket Nos 97-98 and 97-151, paragraph 76.)

4 **Q. WHY ARE THESE DEFINITIONS OF “ATTACHMENT” PROBLEMATIC?**

5 A. Rates established under Commission precedent are keyed to usable space occupied by  
6 attachers’ attachments on poles owned by power companies and ILECs. The only  
7 chargeable amounts should be based on usable space encumbered in such a way that no  
8 other attacher can use the space for a pole-to-pole attachment, radio, antenna, or other  
9 equipment. AT&T’s proposed tariff expressly acknowledges this by setting its rate to be  
10 on a “Per foot of usable space” basis. See proposed AT&T Tariff 2A, Section A5.13.3 A.

11  
12 In contrast, LG&E and KU tariffs attachment charges are “per year for each wireline pole  
13 attachment” (See LG&E or KU, Tariff P.S.C. Electric No. 13, First Revision of Original  
14 Sheet No. 40.3, Schedule PSA). KP sets its rates “per attachment per year.” (See KP  
15 P.S.C. KY. No. 12, First Revised Sheet No. 16-2, Section 3. Rate). The RECCs  
16 uniformly state in Appendix E – Fees and Charges that “Cooperative will invoice  
17 Licensee in advance with respect to amounts owed annually for each of Licensee’s  
18 Attachments, at the following rates for each full or partial year:”

19 In combination, overly broad definitions of what constitutes an attachment and rate terms  
20 that specify that every attachment will be assessed the specified rate, may lead to  
21 exorbitant overcharges for use of power company poles.

22 **Q. WHAT CHANGES SHOULD THE COMMISSION MANDATE TO LG&E, KU,**  
23 **KP, AND RECC TARIFFS?**

1 A. The simplest approach would be to require that tariff rate terms be modified to be  
2 assessed on an occupied usable space basis. Also, a Commission order expressly stating  
3 that while attachments may be more broadly defined for other applicable tariff terms, the  
4 rental component should be based on the average amount of usable space encumbered on  
5 the electric utility’s poles.

6 **Q. ARE YOUR CONCERNS REGARDING TAGGING REQUIREMENTS BY**  
7 **LG&E AND KU THE SAME AS YOU EXPRESSED IN RELATION TO KP?**

8 A. Yes. LG&E and KU also introduce a requirement in section 9.c. that all existing  
9 attachments must be tagged within 180 days of the tariff’s effective date. (See P.S.C.  
10 Electric No. 13, and P.S.C. Electric No. 20, respectively, First Revision of Original Sheet  
11 No. 40.13.) This simply is not practical. Instead of potentially imposing default or non-  
12 compliance penalties as LG&E and KU could do under Section 20 of their tariffs, AT&T  
13 suggests that Attaching Parties should tag their untagged facilities any time they visit an  
14 untagged location to perform maintenance or other work. Notably, LG&E and KU’s  
15 comments on AT&T’s objections state that their prior tariff allowed for Attaching Parties  
16 to tag their facilities any time they visit an untagged location. (LG&E KU Response to  
17 KBCA and AT&T, April 14, 2022, p. 18.)

18 **Q. WHY ARE YOU CONCERNED WITH THE AMBIGUOUS LANGUAGE IN THE**  
19 **LG&E AND KU TARIFFS THAT REQUIRE ATTACHING PARTIES TO**  
20 **REIMBURSE THE COMPANY “FOR ANY COSTS INCURRED IN**  
21 **EVALUATING THE PROPOSED OVERLASHING”?**

22 A. The LG&E and KU tariff includes recovery of costs each company might incur in  
23 evaluating the proposed overlashing. The Commission’s rules closely follow the FCC’s  
24 recently codified overlashing rules, and the FCC, realizing that allowing for charges for  
25 overlashing might be a barrier to broadband deployment, prohibits charging for

1 engineering evaluation of overlashing notifications. (See FCC Third Report and Order  
2 and Declaratory Ruling, Decision No. FCC 18-111 in WC Docket No. 17-84 and WT  
3 Docket No. 17-79, August 2, 2018, at paragraph 116: “a utility may not charge a fee to  
4 the party seeking to overlash for the utility’s review of the proposed overlash”) I suggest  
5 that LG&E and KU tariffs (the end of Section 11.a) be amended to remove this  
6 requirement.

### 7 **RECC TARIFF ISSUES**

8 **Q. PLEASE IDENTIFY THE LIST OF ISSUES AT&T HAS RAISED WITH**  
9 **RESPECT TO RECC TARIFF FILINGS YOU ARE CONTINUING TO**  
10 **CHALLENGE.**

11 A. AT&T has raised the issues covering the following topics: (a) the tariff definition of  
12 attachment (Exhibit DPR-2, pages 2 to 4); (b) the definition of “service drop” (Exhibit  
13 DPR-2, pages 4 to 5); (c) the definition of “supply space” (Exhibit DPR-2, pages 5 to 6);  
14 (d) the automatic withdrawal of make-ready estimates (Exhibit DPR-2, pages 6 to 8); (e)  
15 whether attaching parties should be assessed attachment rates for attacher-supplied guys  
16 and anchors (Exhibit DPR-2, pages 8 to 9); (f) five specific issues related to pole  
17 inventories (Exhibit DPE-2, pages 9 to 12); (g) excessive requirements imposed on  
18 licensee design submissions (Exhibit DPR-2, pages 13 to 15); (h) excessive requirements  
19 on overlashing advance notice (Exhibit DPR-2, pages 15 to 16); and (i) excessive design  
20 requirements for mid-span taps (Exhibit DPR-2, pages 16 to 18).

21 **Q. HAVE THE RECCS RESPONDED TO AT&T’S OBJECTIONS?**

22 A. Yes. The RECCs filed a Joint Response to KBCA’s and AT&T’s objections on April 14,  
23 2022. Individual companies filed responses as well that, for the most part, replicated the  
24 Joint Response. Where appropriate, I will refer to the Joint Response in my comments  
25 below.

1 **Q. THE RECCS VIA THEIR JOINT RESPONSE EXPRESSLY OBJECT TO**  
2 **AT&T'S INVOLVEMENT IN THIS PROCEEDING BECAUSE AT&T'S**  
3 **ATTACHMENTS TO RECC POLES IS GOVERNED BY JOINT USE**  
4 **AGREEMENTS. SHOULD AT&T'S PARTICIPATION IN THIS CASE BE**  
5 **LIMITED?**

6 A. No. Since the early stages of the development of what eventually became the adopted  
7 rules that the companies are operating under, AT&T made substantial contributions to the  
8 discussions and the Commission adopted several of AT&T's recommendation. Even  
9 though the Commission did not adopt AT&T's request to include Joint Use under the  
10 newly filed Pole and Structure Access Tariffs, the tariffs do apply when pole attachments  
11 are not made pursuant to Joint Use Agreements. The Joint Response fails to  
12 acknowledge the possibility that Joint Use Agreements could be terminated, and  
13 relationships could transition to ones based on the tariffs. Indeed, as discussed earlier in  
14 my testimony, AT&T does, in fact, have pole attachments with IOUs that are not covered  
15 by Joint Use Agreements. Further, all the compliance tariffs of IOUs, RECCs, Rural  
16 incumbent telephone companies, and AT&T must follow the same Commission rules.  
17 Substantive issues about compliance with the letter or spirit of the Commission's new  
18 rules raised regarding one company or group of company tariffs may very well translate  
19 across company types and reasonably be raised with respect to all companies proffering  
20 tariffs in the four related pole attachment tariff cases now under consideration by the  
21 Commission. Thus, AT&T's interest in the filed tariffs is wholly appropriate and the  
22 Commission should fully consider its concerns.

23 **Q. IS YOUR CHALLENGE TO THE DEFINITION OF THE TERM**  
24 **"ATTACHMENT" WITH RESPECT TO RECCS THE SAME AS DISCUSSED**  
25 **EARLIER IN YOUR TESTIMONY?**

26 A. Yes. As discussed earlier, the tariff definition of "attachment" in the RECC and IOU  
27 tariffs is very broad. The problem arises when the definition of "attachment" is used

1 during the application of rates as defined in these same tariffs. Many things are defined  
2 as attachments and RECC tariff rates are uniformly applied to “each of Licensee’s  
3 Attachments.” (RECC tariffs generally, Appendix E.) This raises significant concerns  
4 with counts of multiple “attachments” within a single space while rates are developed on  
5 a space-used basis. AT&T’s comments provide specific examples of possible excessive  
6 billing that could occur. (See Exhibit DPR-2, pages 2 to 4).

7 As indicated earlier in my testimony, the simplest approach to resolving this issue would  
8 be to require tariff rate terms to be modified to assess rates on an occupied usable space  
9 basis. Also, a Commission order expressly stating that while attachments may be more  
10 broadly defined for other applicable tariff terms, the rental component should be based on  
11 the average amount of usable space encumbered on the electric utility’s poles.

12 **Q. DOES THE RECC CONTENTION THAT THEY DO NOT SEEK TO CHARGE A**  
13 **SEPARATE RENTAL ANNUAL FEE FOR OVERLASHING (JOINT RESPONSE**  
14 **AT 13) REASSURE AT&T THAT ATTACHMENT RATES WILL NOT BE**  
15 **INAPPROPRIATELY APPLIED IN THE FUTURE?**

16 A. No. The RECC tariffs define attachments, and the definition includes overlashing.  
17 (RECC Tariffs, Article II.B.) The RECC tariffs also define Fees and Charges in  
18 Appendix E wherein each licensee attachment will be assessed rates. Clearly, under the  
19 terms of the tariffs as presently written, the RECCs would have a basis to charge rates for  
20 overlashing, and any number of other “attachments” that should not be charged (e.g.,  
21 items on RECC poles but in the “unusable” space of the pole).

22 **Q. PLEASE DESCRIBE AT&T’S CONCERNS WITH THE DEFINITION OF**  
23 **SERVICE DROPS IN THE RECC TARIFFS.**

24 A. The RECC definition of “Service Drop” requires that “[a] Service Drop shall run directly  
25 from a Pole to a specific customer, without the use of any other poles.” (RECC Tariffs,  
26 Article II, S.) This requirement ignores the practicalities of telephone engineering.

1 Serving terminals are not and never have been on all poles that communications  
2 companies maintain cable on as it is cost prohibitive and over provisioning, just as  
3 placing transformers on every pole with a customer drop wire would be over  
4 provisioning. On a relatively frequent basis, service drops must be run from one pole with  
5 a terminal to the next pole or mid-span to accomplish the shortest path from the cable to  
6 the premises due: (a) to things like vegetation; (b) to maintain required clearances; or (c)  
7 for safety purposes. The RECC requirement for the use of only one pole is impractical in  
8 many instances.

9 **Q. ABOUT WHAT ARE THE RECCS APPARENTLY CONCERNED?**

10 A. Based on the Joint Responses (page 14), it appears that the RECCs want to be sure they  
11 know about every attachment on every pole.

12 **Q. IS AT&T SYMPATHETIC TO THIS CONCERN?**

13 A. Yes. This is a reasonable concern. However, the RECCs would have attaching parties  
14 complete a full application process for drops, including the provision of comprehensive  
15 engineering. Based on the characteristics of service drop wires which are small and light,  
16 engineering, especially Professional Engineer stamped drawings, is significant overkill.  
17 AT&T suggests modifying the final sentence in the definition of Service Drop from the  
18 quote above to: "A service drop shall run from a pole directly to a specific customer  
19 using the shortest practical route while maintaining the required clearances and safety  
20 parameters."

21 **Q. PLEASE EXPLAIN AT&T'S CONCERNS WITH THE RECC DEFINITION OF**  
22 **SUPPLY SPACE (RECC TARIFF, ARTICLE II W).**

23 A. AT&T initially raised three sub-issues concerning the RECC definition of "supply space"  
24 (RECC Tariff, Article II. W.) (Exhibit DPR-2, pages 5 to 6). Other than a specific

1 comment on Blue Grass Energy Cooperative Corporation’s (“Blue Grass Energy”) tariff,  
2 we hereby drop the first and third sub-issues and focus only on language at the end of  
3 Article II. W.2. which states: “Licensee will make its initial Attachments one foot above  
4 the lowest possible point that provides such ground clearance, which is within the  
5 Communications Space.” In our view, this language inappropriately restricts the space  
6 that is supposed to be available to licensees in the Communications Space.

7 **Q. HOW DID THE RECC JOINT RESPONSE EXPLAIN THIS LANGUAGE?**

8 A. The RECCs indicated that the intent of the language is to ensure attachers utilize the  
9 next-lowest available foot within the Communications Space on a pole, thereby  
10 promoting the efficient use of the pole. They go on to state that the lowest available  
11 clearance is an objective, measurable determination that any party can make  
12 independently based on the National Electrical Safety Code (NESC).

13 **Q. WHAT IS YOUR REACTION AND RECOMMENDATION?**

14 A. To my knowledge, NESC does not uniformly require one foot of clearance between all  
15 communications cables on a pole. So, first, the RECCs’ initial language is inappropriate,  
16 regardless of the intended meaning. Second, the Joint Response provides direction for  
17 substitute language for the final sentence of Article II W. 2 which should read as follows:  
18 “Licensee will expend reasonable efforts to make its Attachments at the lowest available  
19 position within the Communications Space on a pole consistent with NESC  
20 requirements.”

21 **Q. WHAT IS YOUR CONCERN WITH THE SUPPLY SPACE RESERVATION**  
22 **LANGUAGE IN BLUE GRASS ENERGY’S TARIFF?**

23 A. At Article II.W. P.S.C. KY NO. 2, Original Sheet No. 189) Blue Grass Energy specifies  
24 that the uppermost 9 feet, measured from the top of pole is Supply Space on both 35-foot

1 and 40-foot poles. All but one other RECC (Taylor County) reserved 6.5 feet on 35-foot  
2 poles and 9 feet on 40-foot poles. AT&T's concern with Blue Grass Energy is that under  
3 Commission attachment pricing assumptions, poles are assumed to be buried 6 feet, have  
4 a clearance of 20 feet to the first attachment, and to have 3.33 feet of required safety  
5 space. Even with more conservative measures for buried depth of 5.5 feet (2 feet plus  
6 10% of pole height), and only 18 feet to the first attachment, Blue Grass Energy claims  
7 more than the total height of 35-foot poles (5.5 buried + 18 feet clearance + 3.3 feet  
8 safety + 9 feet reserved = 35.8 feet), leaving no space for attachments. This provision in  
9 the Blue Grass Energy's tariff could be used to force requesting attachers to pay for  
10 entirely new poles when the 35-foot pole in all other RECC territories has space for  
11 attachments. Therefore, AT&T recommends that Blue Grass Energy conform its Supply  
12 Space reservation on 35-foot poles to the 6.5 feet other RECCs reserve.

13 **Q. PLEASE DESCRIBE YOUR CONCERNS WITH THE RECC TARIFF**  
14 **PERTAINING TO WITHDRAWAL OF MAKE-READY ESTIMATES AFTER 14**  
15 **DAYS.**

16 A. Under RECC tariffs in Section IV. B.3.ii, make-ready estimates are automatically  
17 withdrawn after 14 days, and an applicant must request a new estimate. While this is not  
18 contrary to the Commission's rules, AT&T's objection is based on its experience in  
19 managing make-ready applications. AT&T realizes that review, acceptance, and  
20 remittance of funds within 14 days may be challenging to some applicants. Automatic  
21 termination of make-ready estimates can result in unnecessary resubmissions of  
22 applications, increased engineering, and generally increased administrative burdens.  
23 Automatic withdrawals may have the effect of driving up costs for new attachments  
24 whenever a pole owner also demands non-refundable application, survey, or engineering  
25 fees.



1 **Q. WHAT IS AT&T’S PROPOSAL TO ADDRESS THESE CONCERNS?**

2 A. AT&T suggests that while a company has the right under the rules to withdraw make-  
3 ready cost estimates beginning 14 days after the estimate is presented, companies should  
4 take the more permissive approach set out in AT&T’s proposed tariff Section 8.8.2  
5 whereby the offer may be withdrawn beginning 14 days after the offer was made, but it is  
6 not automatically withdrawn. AT&T’s proposed language addressing this issue is also  
7 presented on page 7 of Exhibit DPR-2.

8 **Q. PLEASE DESCRIBE WHY RECC TARIFF LANGUAGE RELATED TO**  
9 **ATTACHING PARTY PROVISION OF APPROPRIATE GUYS AND ANCHORS**  
10 **IS A CONCERN TO AT&T?**

11 A. One requirement the RECCs place on attaching parties in Article VI.A. is that “[a]ny  
12 guying and anchoring required to accommodate the Attachments of the Licensee shall be  
13 provided by and at the full expense of the Licensee and to the reasonable satisfaction of  
14 the Cooperative.” On further review, AT&T found variations on this requirement in  
15 other places in the RECC tariffs (i.e., Article III.C. requiring Licensees to place guys and  
16 anchors at its own expense, Appendix B, Section C addressing Anchors and Guys to be  
17 provided by Licensees). The issue of concern is like the one related to the definition of  
18 Attachment and its relationship to the applicability of rates on an attachment basis  
19 discussed earlier. The definition of Attachment (Article II. D. in the RECC tariffs)  
20 includes several undefined terms (e.g., appurtenance, equipment, apparatus of any type)  
21 that might subsume guying and anchoring. Guys and anchors provided by attaching  
22 entities should not be chargeable by the pole owner. Thus, AT&T again recommends  
23 that the Commission, by order or mandated changes in RECC tariff language, specify that

1           attacher-provided guys and anchors, among other things, are not chargeable under the  
2           RECC tariffs.

3   **Q.    DOES THE RECC JOINT RESPONSE ADDRESS YOUR CONCERNS?**

4    A.    No. In fact, the RECC Joint Response at page 18 exacerbates our concerns. The RECCS  
5           state: “Charges for guys and anchors, including for shared anchors, are not new, and they  
6           reflect the fact that basically every ‘hole’ in a pole impacts that infrastructure and  
7           imposes a cost.” This language appears to express the RECCs’ intent to assess an  
8           attachment rate for guys and anchors attaching parties provide.

9   **Q.    PLEASE DESCRIBE AND EXPLAIN THE ISSUES AT&T HAS WITH THE**  
10   **RECC TARIFFS ARTICLE VII – INVENTORY (AUDIT) AND INSPECTIONS.**

11   A.    Inventories and inspections are typical in many attachment agreements. However, some  
12           of the terms and conditions the RECCs propose are excessive or onerous. AT&T  
13           identified five specific issues it raised in its objections to the RECC tariffs. AT&T took  
14           the following positions: (a) a pole owner may perform inventories for suspected safety  
15           violations, but the costs for those safety inspections should not be charged to an attacher  
16           if the pole owner does not find any safety violations caused by a particular attacher; (b)  
17           the term, “foreign-owned pole” needs to be defined; (c) contrary to the apparent terms of  
18           the filed tariff, attachers should not be charged for inventories on poles that the pole  
19           owner does not itself own; (d) the time frame for corrections of identified safety or other  
20           violations is too short (i.e., 30 days to receive, process, and actively correct issues, some  
21           of which may be complex, is unreasonable); and (e) the penalties are excessive, rigid, and  
22           there is no dispute resolution process. (See Exhibit DPR-2, pages 9 to 12).

23   **Q.    WHAT ARE AT&T’S PROPOSALS TO ADDRESS THESE CONCERNS?**

1 A. For item (a) related to inspections for safety violations, I suggest the adoption of  
2 language from AT&T’s proposed tariff Section 15.3. For item (b), the term “foreign-  
3 owned pole” should be defined. For item (c), the pole owner should not impose  
4 inventory costs for inventorying poles that they do not own. AT&T’s inventory language  
5 in its proposed tariff section 15.11 limits the inventory to Attaching Party attachments on  
6 AT&T’s poles. For item (d), related to time frames for correction of identified violations,  
7 I suggest the adoption of language from AT&T’s proposed tariff Section 15.6. For item  
8 (e) relating to penalties for failure to correct violations, I suggest the adoption of  
9 language from AT&T’s proposed tariff Sections 15.8, 15.9, and 15.10. The specific  
10 language is also set out in Exhibit DPR-2, pages 9 to 11.

11 **Q. PLEASE EXPLAIN AT&T’S CONCERNS WITH THE RECC REQUIREMENTS**  
12 **IN APPENDIX B – SPECIFICATIONS FOR ATTACHMENTS.**

13 A. The RECCs set out in section D of Appendix B requirements that “Licensee’s  
14 Attachment Permit application must be signed and sealed by a professional engineer,  
15 registered in the state of Kentucky, certifying that Licensee’s aerial cable design fully  
16 complies with the NESC and Cooperative’s Construction Standards and any other  
17 applicable federal, state or local codes and/or requirements ...” Section D.1. is followed  
18 in Section D.2 with a requirement that the application be filed with a certification that  
19 confirms the statement above.

20 It is AT&T’s view that professional engineer (“PE”) review and stamp of engineering  
21 plans is an unnecessary burden on applicants with their own in-house engineering teams  
22 trained to engineer poles and perform pole loading analyses. The RECC tariff provides  
23 no alternative to avoid very costly duplicative work. AT&T suggests that the language  
24 above be modified as follows: “Licensee’s Attachment Permit application must be

1 ~~signed~~: (a) signed on Licensee’s behalf by a qualified person Licensee employs or  
2 contracts; or (b) signed and sealed by a professional engineer, registered in the state of  
3 Kentucky, certifying that Licensee’s aerial cable design fully complies with the NESC  
4 and Cooperative’s Construction Standards and any other applicable federal, state or local  
5 codes and/or requirements ...”

6 **Q. WHAT ARE AT&T’S CONCERNS WITH THE RECC OVERLASHING**  
7 **REQUIREMENTS?**

8 A. The Commission’s rules expressly state that a pole owner shall not require prior approval  
9 for overlashing (877 KAR 5.015 Section 3.(5)(a)(1) and (2)) but does allow pole owners  
10 to require no more than 30 days’ advance notice of planned overlashing activity. (877  
11 KAR 5.015 Section 3.(5)(c)(1)). Notice is not an application. Yet, the RECCs have  
12 effectively turned the “notice” requirement into an application process by requiring the  
13 submission, with the notice “of the complete information required under APPENDIX A,  
14 including a pole-loading analysis certified by a professional engineer licensed in  
15 Kentucky ...” (RECC Tariff, Article IV.D.1. and see Exhibit DPR-2, pages 15 to 16)  
16 Appendix A is expressly titled “Application / Request to Attach.” While it may be in the  
17 overlasher’s best interest to provide the information in the Appendix A application to  
18 avoid other costs that could be imposed by the RECC (e.g., engineering, load analysis  
19 fees, etc.) the requirement for PE certification is excessive when an applicant has its own  
20 in-house engineering and pole loading analysis capabilities. At a minimum, AT&T  
21 suggests that the option to self-provision engineering and pole loading analysis be  
22 inserted in the RECC overlashing section. The notice provision should be changed from  
23 the text quoted above as follows: “... of the complete information required under  
24 APPENDIX A, including a pole-loading analysis on Licensee’s behalf by a qualified

1            person Licensee employs or contracts or certified by a professional engineer licensed in  
2            Kentucky ...”

3    **Q.    WHY IS AT&T CONCERNED THAT THE RECCS ARE REQUIRING MID-  
4    SPAN TAPS LIKE ANY OTHER POLE ATTACHMENT AND REQUIRING  
5    ADVANCE NOTICE, AN APPLICATION AND PROFESSIONAL  
6    ENGINEERING?**

7    A.    While we understand the RECC desires to know what attachments are being made to  
8           their poles, expressly requiring a separate application for mid-span taps seems  
9           unnecessary as a new mid-span tap should be associated with at least one new pole  
10          attachment for which an application will be made. Second, the application requirement  
11          imposes PE requirements, which I have already addressed. Rather than requiring a  
12          separate application for mid-span tap, it would seem more reasonable to make a simple  
13          modification to the Appendix A application form to include an indication of whether the  
14          pole attachment being applied for involves a mid-span tap. (See also Exhibit DPR-2,  
15          pages 16 to 18).

16   **Q.    WHAT COMPANY-SPECIFIC CONCERN DO YOU HAVE WITH THE BIG  
17    SANDY RECC TARIFF?**

18   A.    Big Sandy RECC tariff cover sheet titles the tariff “Rates, Rules and Regulations for  
19          Furnishing CATV” in its service areas. AT&T has experience with pole owners falling  
20          back on the name of their tariff to claim that the tariff is inapplicable to AT&T. We  
21          therefore suggest that Big Sandy be required to change the cover sheet name.

22   **Q.    DOES THIS CONCLUDE YOUR TESTIMONY?**

23   A.    Yes.

VERIFICATION

STATE OF TEXAS )  
 )  
COUNTY OF WILLIAMSON )

The undersigned, Daniel Rhinehart, being duly sworn, deposes and says that he is Director-Regulatory, AT&T, and that he has personal knowledge of the matters set forth in the testimony and exhibits contained herein and that they are true and correct to the best of his information, knowledge and belief.

*Daniel Rhinehart*  
Daniel Rhinehart

Subscribed and sworn to before me, a Notary Public in and before said County and State, this 9 day of June ~~2020~~, 2022

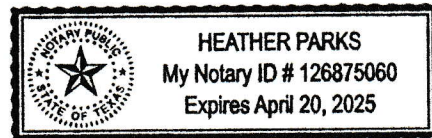
*Heather Parks*  
Notary Public

Notary Public, ID No. 126875060

My Commission Expires:

4/20/25

(Seal)



**DANIEL RHINEHART**

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214-729-7948 ♦ [rhinehart@att.com](mailto:rhinehart@att.com)

Proficient in performing and directing performance of cost analysis, regulatory functions and regulatory litigation.

- Financial and product cost analyst with expertise in fundamentals of accounting, auditing, embedded and incremental costs, cost allocations, margin analysis, capital costs, and depreciation.
- Regulatory manager experienced in interpreting statutes and regulations; and drafting, advocating, and ensuring compliance with agency regulations.
- Litigation support manager skilled in discovery, developing and delivering cost and policy testimony, preparing work papers and post-hearing briefs.

**PROFESSIONAL EXPERIENCE**

**AT&T Services Inc. and Predecessors**

**Director – Regulatory, National Regulatory Organization** **2015 - Present**  
Director providing pole attachment rate development, cost analysis and regulatory advocacy supporting company strategic initiatives.

**Director – Financial Analysis, ATTCost/Capital Planning Division** **2012 - 2015**  
Director providing product cost analysis support and regulatory advocacy supporting company strategic initiatives.

**Lead Financial Analyst, Finance Costing Division** **2006 - 2012**  
Senior analyst and regulatory advocate supporting company negotiations, arbitrations and regulatory policy.

**Senior Specialist, Global Access Management** **2005 - 2006**  
Senior analyst and regulatory advocate supporting company negotiations, arbitrations and regulatory policy.

**Professional, Law and Government Affairs, National Cost Team** **2001 - 2004**  
Senior cost analyst and national regulatory advocate auditing supplier costs and clearly presenting company positions to regulators.

**District Manager, State Government Affairs** **1995 - 2001**  
Senior regional regulatory advocate and cost analyst responsible for developing and implementing company policy in five states.

**Manager, State Government Affairs, Exchange Carrier Cost Analysis** **1985 - 1995**  
Cost analyst and regulatory advocate responsible for developing regulatory policy toward local telephone companies in California.

**Supervisor** **1984 - 1985**  
Separations and Settlements analyst for company regulated costs.

**EDUCATION**

MBA, St. Mary’s College, Moraga, CA, with honors.  
BS – Education, University of Nevada – Reno, Math Major, with High Distinction

**PROFESSIONAL DEVELOPMENT**

The Brookings Institution–Understanding Federal Government Operations  
University of Southern California–Middle Management Program in Telecommunications

**PREVIOUS TESTIMONY OF DANIEL P. RHINEHART**

<b>Date Filed</b>	<b>State</b>	<b>Proceeding Number</b>	<b>Subjects Addressed</b>
2020-10 2020-11	Georgia	43453	Pole Attachment Rates – Electric Membership Corporations
9/20 12/20	FCC	20-293 EB-20-MD-004	Pole Attachment Rates – Duke Energy Progress (NC and SC)
8/20 11/20	FCC	20-276 EB-20-MD-003	Pole Attachment Rates – Duke Energy Florida
7/19 11/19	FCC	19-187 EB-19-MD-006	Pole Attachment Rates – Florida Power and Light
4/19 7/19	FCC	19-119 EB-19-MD-002	Pole Attachment Rates – Alabama Power
12/18	Minnesota	0:18-cv-00247	Paul Bunyan Rural Telephone Cooperative v. AT&T Corp. – Access Charges
7/18 8/18	Georgia	32235	Universal Access Fund Rate of Return and related issues
2/18 5/18 6/18	FCC	WC 18-60 Transmittal No. 36	Iowa Network Services Centralized Equal Access Rates
6/17 7/17 8/17	FCC	17-56 EB-17-MD-001	Iowa Network Services Centralized Equal Access Rates
3/17	Kentucky	2016-00370 2016-00371	Pole Attachment Rates – Kentucky Utilities, Louisville Gas and Electric
11/16 1/17	Illinois	16-0378	Illinois USF – IITA/AT&T Stipulation
12/15 4/16	South Dakota	1:14-cv-01018	Northern Valley Communications v. AT&T Corp. – Traffic Pumping
10/15	Arkansas	150019-R	Pole Attachment Rates, terms and conditions. [Panel testimony sponsoring Joint Parties Comments]
6/15	California	Truckee Donner PUD	Pole Attachment Rates
3/14	Maine	2013-00340	FairPoint Maine USF Request – Revenue, Rate Base, Rate of Return, Expenses, FLEC Model.
10/13	Nevada	13-060007	Rio Virgin Telephone Rate Case – Access Rates and Cost Allocations
2/13	Alaska	U-12-120 et al	Switched Access Demand
12/12 2/13	Oklahoma	PUD 201200040	Oklahoma High Cost Fund
7/12	Georgia	35068	Rate Cases for [UAF Year 16] Track 2 Applicants – Public Service Telephone.
1/12	Oklahoma	PUD 201000211 PUD 201100145	Settlement Agreement related to state High Cost Fund and State Universal Service Fund
11/11	Nebraska	FC-1332, FC-1335	OrbitCom Access Service Rates
10/11	Iowa	FCU-2011-0002	Aventure Communications Cost of High Volume Access (HVAS) Traffic
8/11	Georgia	32235	Ringgold - Track 2 UAF Revenue Requirement



<b>Date Filed</b>	<b>State</b>	<b>Proceeding Number</b>	<b>Subjects Addressed</b>
8/11	Georgia	32235	Public Service - Track 2 UAF Revenue Requirement
8/11	Georgia	32235	Chickamauga - Track 2 UAF Revenue Requirement
3/11 5/11	Georgia	32235	Universal Access Fund cost of capital and caps on UAF distributions.
7/10 3/11	Texas	PUC Docket No. 36633 SOAH No.473-09-5470	Pole attachment rates, cost of capital.
12/09	Alaska	U-09-081, U-09-082, U-09-083, U-09-084, U-09-085, U-09-086, U-09-087, U-09-088 [Unconsolidated]	Switched access revenue requirements for various companies. Addressed variously non-regulated cost assignments, depreciation expense, corporate operations expenses, and other disallowances.
6/09 8/09	Iowa	TF-2009-0030	Switched Access cost study for Kalona Cooperative Telephone Company
2/09	Alaska	U-08-081	Switched Access Demand for pooled access rates
12/08	Alaska	U-08-084, U-08-086, U-08-087, U-08-088, U-08-089, U-08-090, U-08-112, U-08-113 [Unconsolidated]	Switched access revenue requirements for various companies. Included variously, depreciation expense, corporate operations expense, and cost of capital.
11/08	Nebraska	Application C-3745/ NUSF-60.02/PI-138	Switched Access Rates and Cost of Capital
2/08 3/08	Oklahoma	Cause No. PUD 200700370	Medicine Park Tel. Co. request for Oklahoma USF Support
6/07 7/07	Iowa	Docket RPU-07-1	South Slope Coop – Separations Cost Study and CCL Rate
4/07 10/07	Texas	Docket 33545	McLeodUSA Access Cost Model – Cost of Capital, Asset Lives, Factors, Common Costs, Rate Development
3/07	Oklahoma	Cause No. PUD 200600374	Medicine Park Tel. Co. separations study supporting request for High Cost Funds
6/05 7/05	Missouri	Case No. TT-2002-129	AT&T Instate Connection Fee
5/05	Missouri	Case No. TO-2005-0336	UNE Policy Issues (dedicated transport, combinations/commingling, EELs, ILEC obligations, etc.), UNE Rider, Pricing
3/05 4/05	Texas	Docket 28821	UNE Policy (dedicated transport, combinations and commingling, EELs, ILEC obligations, etc.)
2/05 3/05	Kansas	Docket 05-AT&T-366-ARB	Call Flows, UNE Policy Issues
1/05 2/05 3/05	Oklahoma	Cause No. PUD 200400493	Interim contract pricing terms (1/05), call flows and permanent pricing (2/05), UNE Issues and pricing (3/05)
3/04	Oklahoma	Cause No. PUD 200300646	Track I Triennial Review Impairment Analysis (Sponsored with Robert Flappan)
12/03 1/04	Texas	Docket No. 28600	Asset Lives, Capital Cost Factors, Annual Cost Factors, Shared and Common Costs

<b>Date Filed</b>	<b>State</b>	<b>Proceeding Number</b>	<b>Subjects Addressed</b>
5/03 6/03	Illinois	Docket No. 03-0329	Reciprocal compensation, 8YY compensation, space license
11/02 2/03	Texas	Docket 25834	Depreciation, Annual Cost Factors, Investment Factors, Inflation and Productivity, Common Costs
10/01	Missouri	Case No. TO-2001-438	Depreciation, Cost Factors, Labor Rates, Common Costs
4/01	Missouri	Case No. TO-2001-455	AT&T Interconnection Agreement Arbitration – Intellectual Property, Stand-alone Services Resale, Audit Rights, UNE Costs
2/01	Kansas	Docket 99-GIMT-326-GIT	Universal Service Fund Portability (Sponsored at hearing by R. Flappan)
12/00	Oklahoma	Cause No. PUD 2000000587	Intellectual Property, Reciprocal Compensation for ISP-bound traffic, Vertical Services Resale, Access to OSS and CPNI, OSS Audit, Definitions
8/00	Kansas	Docket 00-GIMT-1054-GIT	Reciprocal Compensation for ISP-bound traffic
6/00	Texas	PUC Docket 22315	Intellectual Property and Access to Operational Support Systems
5/00	Texas	PUC Docket 21425 SOAH No. 473-99-2071	Resale obligations under FTA for vertical features, Local Plus and LDMTS service offers
3/00	Texas	Docket 21982	SWBT Cost Study for Internet-Bound Traffic
1/00	FCC	Docket 00-4	SWBT Long Distance Entry in Texas, Glue Charges and Intellectual Property
1/00	Kansas	Docket 97-SCCC-149-GIT	Resale Discount Levels
1/00	Missouri	Docket TT-2000-258	Local Plus Resale Issues
12/99	Texas	Docket 20047	GTE Directory Assistance Listing Information Service
11/99	Kansas	Docket 99-GIMT-326-GIT	Kansas Universal Service Fund Issues (Sharing of USF Support)
10/99	Texas	Docket 21392	SWBT Switched Access Optional Payment Plan
10/99	Texas	Project 18515	Texas USF Further Implementation Issues
6/99 7/99	Texas	Project 18515 Project 18516	Texas USF Implementation Issues
4/99 5/99	Kansas	Docket 99-GIMT-326-GIT	Kansas Universal Service Fund Issues
4/99 5/99 6/99	Missouri	Case No. TO-98-329	Missouri Universal Service Fund Issues
12/98	Texas	Project 16251	Right-to-Use Adder costs
10/98	Texas	Project 18516	Texas Universal Service Fund Issues for Small LECs
9/98	Missouri	Docket TO-98-115	Arbitration Cost Studies of SWBT (Sponsored at hearing by D. Crombie)
6/98 7/98 8/98	Kansas	Docket 97-SCCC-149-GIT	Generic Cost Docket for SWBT. Depreciation, cost factors, fill factors.

<b>Date Filed</b>	<b>State</b>	<b>Proceeding Number</b>	<b>Subjects Addressed</b>
4/98	Texas	Docket 16251	Non-cost basis of certain Arbitration rates for SWBT – TX
1/98	Oklahoma	Cause No. PUD 970000442	Permanent Rates for SWBT Services
1/98	Oklahoma	Cause No. PUD 970000213	Permanent Rates for SWBT Unbundled Network Elements
8/97	Texas	Docket No. 16226	Restatement of SWBT Arbitration Cost Studies
3/97	Kansas	Docket 97 SCCC 149-GIT	Generic Cost Proceeding for SWBT
1/97	Arkansas	Docket No. 96-395-U	Arbitration Cost Studies of SWBT – AR
1/97	Kansas	Docket 97-AT&T-290-ARB	Arbitration Cost Studies of SWBT – KS
10/96	Texas	Docket 16300	Arbitration Cost Studies of GTE – TX
10/96	Missouri	Case No. TO-97-63	Arbitration Cost Studies of GTE – MO
10/96	Oklahoma	Cause 960000242	Arbitration Cost Studies of GTE – OK
10/96	Missouri	Case No. TO-97-40	Arbitration Cost Studies of SWBT – MO
9/96	Oklahoma	Cause No. PUD 960000218	Arbitration Cost Studies of SWBT – OK
9/96	Texas	Docket 16226	Arbitration Cost Studies of SWBT – TX
6/96 7/96	Kansas	190,492-U	Universal Service Fund, Alternative Regulation, Imputation
1/96	Texas	Docket 14659	Costs of SWBT and GTE loop facilities
1/96	Texas	Docket 14658	Resale of SWBT and GTE services under PURA
9/95	California	A.95-02-011 A.95-05-018	Uniform System of Accounts Rewrite rate adjustments
6/95	Missouri	Case TR-95-241	SWBT Local Plus service offering
8/94 2/95	California	A.93-12-005 I.94-02-020	Citizens Utilities General Rate Case, Access Pricing, Price Cap, IntraLATA Equal Access, Imputation
4/93	California	A.92-05-002 A.92-05-004 I.87-11-033	First Price Cap Review, productivity factors, sharing
6/92	California	I.87-11-033	Centrex and PBX trunk Pricing
10/91	California	I.87-11-033	Competitive entry issues
1/91	California	A.85-01-034	High Cost Funding
10/90	California	I.87-11-033	Expansion of Local Calling Areas, Touch Tone

**Exhibit DPR-2**

**AT&T's Comments of March 17, 2022**

**Filed in Case No. 2022-00064**

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 KENTUCKY<sup>1</sup>  
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.

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<sup>1</sup> 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, 1<sup>st</sup> 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, 1<sup>st</sup> 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, 1<sup>st</sup> 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, 1<sup>st</sup> 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, 1<sup>st</sup> 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, 1<sup>st</sup> 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

Shelby Energy Cooperative, Inc.– Tariff Revised - Schedule PA - Clean.pdf, PDF pg 24, Original Sheet No. 302.23, Article IX.A.i

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

### **Overlashing**

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 in 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.**

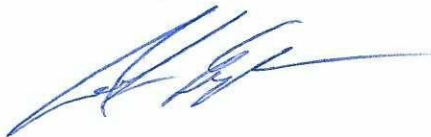
02 - KU PSC-NO. 20 - eff 02-01-2022 - PSA.pdf, PDF pg 17, First Revision of Original Sheet No. 40.16, Section 11.a

**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