

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

In the Matter of:

Electronic Investigation of the Proposed Pole )  
Attachment Tariffs of Investor Owned Electric )  
Utilities )  
)

Case No. 2022-00105

**REBUTTAL TESTIMONY OF**  
**PAMELA F. ELLIS**  
**ON BEHALF OF KENTUCKY POWER COMPANY**

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**I. INTRODUCTION**

1 **Q. PLEASE STATE YOUR NAME, POSITION, AND BUSINESS ADDRESS.**

2 A. My name is Pamela F. Ellis. My position is Director of Energy Delivery Engineering  
3 Services, American Electric Power Service Corporation. My business address is 8500  
4 Smiths Mill Road, New Albany, OH 43054.

**II. BACKGROUND**

5 **Q. PLEASE DESCRIBE YOUR EDUCATIONAL AND PROFESSIONAL**  
6 **BACKGROUND.**

7 A. I received a Bachelor of Science degree in Electrical Engineering from North Carolina  
8 State University in 1992. I obtained a Master of Business Administration degree from  
9 Ohio Dominican University in 2004.

10 I began my utility industry career when I joined Appalachian Power Company  
11 (“APCO”) as an Engineer in Bluefield, WV in 1993. In this position, I was responsible  
12 for design and analysis of the distribution system serving the customers of the  
13 Bluefield, WV and VA territory. I progressed through the levels of Engineer in APCO,  
14 growing in my engineering knowledge and experience until 2000.

15 In 2000, after American Electric Power Company (“AEP”) merged with Central  
16 and South West Corporation, I moved to Columbus, Ohio, where I joined the Asset

1 Management team of American Electric Power Service Corporation as an Engineer. In  
2 this role, I worked with American Electric Power's various Operating Companies,  
3 including Kentucky Power Company ("Kentucky Power" or the "Company") on  
4 budgets, metrics, and tracking of reliability programs.

5 In 2003, I moved to the position of Operational Risk Analyst within the  
6 Operational Risk group, which later became part of Audit Services. In this role, I was  
7 responsible for establishing a program to identify and measure asset health risks within  
8 Distribution.

9 In 2005, I returned to the Asset Management team as Manager Distribution  
10 Attachment Services. In this role, I was responsible for Pole Attachments and Joint  
11 Use activity across the 11 state AEP footprint. I became familiar with the Federal  
12 Communication Commission's rules around Pole Attachments, worked with the  
13 various state commission staffs on Pole Attachment rules, and became an industry  
14 subject matter expert in Pole Attachments. Since 2005, my responsibilities have grown,  
15 adding other departments within my purview at various times. I've also managed  
16 Associated Business Development, Other Accounts Receivable Credit and Collections,  
17 Distribution Contract Services, Distribution Standards, Engineering Best Practices, and  
18 Meter Engineering, Labs, and Repair Shops. In 2021, I became Director Energy  
19 Delivery Engineering Services.

20 **Q. WHAT ARE YOUR RESPONSIBILITIES AS DIRECTOR OF ENERGY**  
21 **DELIVERY ENGINEERING SERVICES FOR AMERICAN ELECTRIC**  
22 **POWER SERVICE CORPORATION?**

1 A. In this role, I have responsibility for Pole Attachments, Streetlights, Distribution  
2 Standards, Transmission Standards, Engineering Best Practices, and Meter  
3 Engineering, Labs, and Equipment Repair Shops for the corporation. My team works  
4 with the Operating Companies, Procurement, and others to set the standards, set the  
5 equipment specifications, and establish guidelines for meeting safety, engineering, and  
6 operational requirements.

7 My responsibilities within Pole Attachments includes oversight of rate  
8 calculations, pole attachment contracts, joint use relationships, and contracts with  
9 engineering vendors for AEP's 11 state territory. My teams set the standards for  
10 engineering analysis and provide the tools to perform this work. I work closely with  
11 our Operating Companies to protect our ratepayers when pole attachment rules are  
12 modified either by the FCC or State Commissions, many times working with state and  
13 federal bodies on proposed rule changes.

### III. PURPOSE OF TESTIMONY

14 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY IN THIS PROCEEDING?**

15 A. The purpose of my testimony is to provide rebuttal to intervenor testimony in this  
16 proceeding. I will be responding to the testimony of KBCA witnesses, Richard Bast,  
17 Jerry Avery and Patricia Kravtin, and AT&T witness, Daniel Rhinehart.

18 **Q: WHAT ARE THE ASPECTS OF MR. BAST'S, MR. AVERY'S, MS.**  
19 **KRAVTIN'S AND MR. RHINEHART'S TESTIMONY ON WHICH YOU ARE**  
20 **OFFERING REBUTTAL?**

21 A: I am offering rebuttal to one aspect of Mr. Bast's testimony: Kentucky Power's make-  
22 ready survey fee. I am offering rebuttal to two aspects of Mr. Avery's testimony: (1)

1 the indemnity provision in Kentucky Power’s proposed tariff; and (2) the provision in  
2 Kentucky Power’s proposed tariff that requires removal of attachments after default. I  
3 am offering rebuttal on two aspects of Ms. Kravtin’s testimony: (1) that Kentucky  
4 Power is the “primary” and “direct” beneficiary of make-ready pole replacements; and  
5 (2) that Kentucky Power is “strategically under-identifying” red-tagged poles. I am  
6 also offering rebuttal of Mr. Rhinehart’s testimony with respect to four aspects of  
7 Kentucky Power’s proposed tariff: (1) the definition of “attachment;” (2) the provision  
8 that deems a make-ready estimate withdrawn if not accepted within 14 days; (3) the  
9 provision that requires all untagged existing facilities to comply with the tagging  
10 requirement within 180 days of the effective date of the tariff; and (4) the unauthorized  
11 attachment provision.

**IV. KENTUCKY POWER’S SURVEY FEE ESTIMATE IS BASED ON ACTUAL**  
**COSTS**

12 **Q. MR. BAST TESTIFIED THAT KENTUCKY POWER’S \$275 PER POLE**  
13 **SURVEY FEE ESTIMATE IS “EXCESSIVE, OUT OF LINE WITH INDUSTRY**  
14 **NORM, AND UNREASONABLE.” DO YOU AGREE?**

15 A. No. Based on my experience, the industry norm is that survey fees are based on actual  
16 costs or reasonable estimates of actual costs. As Kentucky Power has demonstrated in  
17 its responses to KBCA’s initial objections and in response to requests for information,  
18 the \$275 survey fee estimate is based on actual costs.<sup>1</sup> Further, my job responsibilities

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<sup>1</sup> See Kentucky Power’s Response to Objects at 7-8 and Kentucky Power’s response to KPSC 1\_06.

1 cover 11 states. The \$275 survey fee is consistent with the fees charged by AEP's other  
2 operating companies.

3 **Q. PLEASE DESCRIBE HOW THE COMPANY HAS ARRIVED AT THE \$275**  
4 **ESTIMATE FOR SURVEY FEES.**

5 A. As previously explained in our responses to KBCA's initial objections and in response  
6 to requests for information,<sup>2</sup> the Company has taken the actual per unit prices from our  
7 engineering contractors to provide a per pole estimate for make-ready engineering (aka  
8 pole owner survey fees). This fee includes all charges by our engineering contractors,  
9 which are in the form of unit pricing. The proposal admin fee is a per proposal charge  
10 for the vendor to accept and work with the request to attach (proposal). The field data  
11 collection fee is a per pole charge to collect field measurements and other data required  
12 to do the engineering analysis. The "OK to attach" fee is a per pole charge when there  
13 is no make-ready construction required to allow access by the attacher. The  
14 Rearrangement fee is a per pole charge when there is simple make-ready required to  
15 allow access. This is usually in the form of rearrangement by the utility or other  
16 existing attachers. The Work Order Remedy fee is a per pole charge that applies when  
17 the utility has to perform construction to make room for the new attacher. This is  
18 typically a pole change out. The "OK to attach", Rearrangement, and Work Order  
19 Remedy charges are only applied to the poles on the proposal where they are applicable.  
20 The Post Construction Inspection fee is charged by the vendor for the trip back to the  
21 field after the attacher has made its attachment to validate that it attached as instructed.

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<sup>2</sup> *Id.*

1 The 15% surcharge is the only portion of the fee that is not a complete passthrough  
2 from the engineering contractor. This surcharge goes towards covering the JUA Portal  
3 and internal Company resources involved in the proposal process.

4 **Q. HAS THE MAKE-READY SURVEY FEE ESTIMATE PREVIOUSLY BEEN**  
5 **CHALLENGED BY ANY KBCA MEMBERS?**

6 A. No, I am not aware of any previous challenge by a KCBA member. Kentucky Power  
7 passes through the cost from the engineering contractor, so whether billed based on an  
8 estimated cost prior to engineering or actual cost after completion, the average cost per  
9 pole is \$275. As stated previously, \$275 is an estimate based on the actual per unit fees  
10 charged by the Engineering contractors performing this work for Kentucky Power.  
11 Contracts were awarded to these vendors through a competitive bid process for these  
12 services in 2018. Each Operating Company of AEP awarded contracts to at least two  
13 vendors. For the work performed in the engineering survey and analysis, the unit prices  
14 used to build the per pole estimate are actual and reasonable. Kentucky Power passes  
15 through the actual costs invoiced from the vendor for this work. To my knowledge, no  
16 attachers have challenged the engineering invoices.

17 **Q. WHY IS THERE SUCH DISPARITY IN THE RATES MR. BAST SAYS HE IS**  
18 **ACCUSTOMED TO SEEING AND WHAT KENTUCKY POWER HAS**  
19 **ESTIMATED?**

20 A. Mr. Bast states that, “Charter estimates the preconstruction survey cost per pole in  
21 Kentucky to be roughly \$25 per pole and considers anywhere from \$30-\$50 to be  
22 within the reasonable estimate range.” Unless we are defining “make-ready survey  
23 fee” differently, I cannot explain the disparity. Just the field data collection alone



1 averages \$65.50 per pole from our vendors. Additionally, Mr. Bast suggests that it  
2 takes 15 minutes to survey one pole. It takes more than 15 minutes to collect field data,  
3 analyze the strength and loading of the pole, determine a remedy if there is any failure  
4 of the existing pole in that analysis, and write a work order if work is required. Without  
5 a true breakdown of the services included in the \$30-\$50 estimate Mr. Bast suggests to  
6 be within a “reasonable estimate range”, I cannot explain this discrepancy any further.  
7 That said, my best judgment is that the parties are defining “make-ready survey fee”  
8 differently because there is no way the data collection, analysis, work order preparation  
9 and post-inspection can be competently performed in the \$30-50 range.

**V. POLE OWNERS’ DISCRETION TO REMOVE ATTACHMENTS AFTER  
UNCURED DEFAULT**

10 **Q. PLEASE EXPLAIN THE LANGUAGE IN THE PROPOSED TARIFF  
11 RELATING TO REMOVAL OF ATTACHMENTS BY THE COMPANY.**

12 A. The provision allows removal of attachments “[i]f Operator fails to comply with any  
13 of the provisions of this tariff or defaults in the performance of any of its obligations  
14 under this Tariff and fails within sixty (60) days, after written notice from Company to  
15 correct such default or non-compliance.” In other words, before the right to remove is  
16 triggered, there would need to be a default by the Operator, a written notice of default  
17 to the Operator and a 60-day period during which the Operator failed to cure the default.

18 **Q. IS THIS PROVISION DIFFERENT FROM KENTUCKY POWER’S EXISTING  
19 TARIFF?**

20 A. The only difference is that the existing tariff contained a 30-day notice and cure period,  
21 rather than a 60-day notice and cure period. We made the change to 60 days to conform

1 the length of the cure period within the proposed tariff with the Commission's new  
2 regulation requiring 60-day notice prior to removal of facilities arising out of a rate,  
3 term, or condition of a utility's tariff.

4 **Q. HAS THE COMPANY PHYSICALLY REMOVED ANY ATTACHMENTS**  
5 **UNDER THIS PROVISION?**

6 A. The Company would only use this right when the attacher is in default and makes no  
7 effort to remedy or when the attacher has created a dangerous situation and is not  
8 responding to requests to correct the dangerous situation. To my knowledge, the  
9 Company has not exercised this right outside of the context of remedying a dangerous  
10 situation, and these types of removals would be limited to specific locations within a  
11 pole line and would not involve removal of entire systems.

12 **Q. MR. AVERY TESTIFIED THAT THIS PROVISION IS UNREASONABLE. DO**  
13 **YOU AGREE?**

14 A. No. In fact, the provision in the proposed tariff is even more reasonable than the  
15 existing tariff because it provides additional notice and allows additional time to cure.  
16 Though Mr. Avery said that "[a]ttachers have every incentive in the world to work in  
17 good faith to resolve any legitimate compliance issues," this is not consistent with my  
18 experience. It isn't so much that attachers don't care about compliance or that they are  
19 willfully neglectful. It is that they have different priorities. Their level of interest in  
20 the safety and reliability of our distribution network is just not the same as ours—plain  
21 and simple. And if it is true that attachers have "every incentive in the world" to resolve  
22 compliance issues, then resolving those issues within the 60 days allowed by the  
23 proposed tariff and the Commission's new regulation should not be a problem for them.

**VI. INDEMNITY**

1 **Q. WHAT IS YOUR UNDERSTANDING OF MR. AVERY’S OBJECTION TO**  
2 **THE INDEMNITY PROVISION IN KENTUCKY POWER’S PROPOSED**  
3 **TARIFF?**

4 A. My understanding is that he objects to the extent the indemnity provision would require  
5 an Operator to indemnify Kentucky Power for damages or claims the Operator did not  
6 cause or that were attributable to Kentucky Power’s own negligence.

7 **Q. WHAT IS YOUR RESPONSE TO MR. AVERY’S CONCERNS?**

8 A. First, the indemnity provision only applies to damages or claims “arising out of or in  
9 any manner connected with the attachment, operation and maintenance of Attachments  
10 and other facilities of Operator on the Facilities of Company under this Tariff, or to any  
11 such act or omission of Operator’s respective representatives, employees, agents or  
12 contractors.” In other words, the indemnity provision only applies to stuff that  
13 wouldn’t have happened but for the fact that the Operator was there. In this way, the  
14 indemnity provision is specifically tied to damages or claims caused by the Operator.  
15 Second, though it is true that the indemnity provision would apply even where  
16 Kentucky Power is negligent, the claim or damages must still meet the causation test  
17 described above. Not only are such provisions customary in commercial contracts, but  
18 the provision also helps mitigate against risk (which would otherwise be borne by  
19 electric ratepayers) associated with the presence of attaching entities.

**VII. MAKE-READY POLE REPLACEMENT COST ALLOCATION**

20 **Q. MS. KRAVTIN TESTIFIED THAT KENTUCKY POWER’S TARIFF IS**  
21 **UNREASONABLE BECAUSE IT WOULD REQUIRE ATTACHERS TO BEAR**

1           **THE ENTIRE COST OF MAKE-READY POLE REPLACEMENTS, EVEN**  
2           **THOUGH THE KENTUCKY POWER ENJOYS THE “PRIMARY DIRECT**  
3           **BENEFIT” OF SUCH REPLACEMENTS. DO YOU AGREE?**

4    A.    No, I adamantly disagree with Ms. Kravtin’s assessment that Kentucky Power is the  
5           “primary” and “direct” beneficiary of make-ready pole replacements. First, make-  
6           ready pole replacements are not performed to support Kentucky Power’s core electric  
7           service needs. These types of pole replacements are performed solely to expand  
8           capacity on Kentucky Power’s poles to host additional communication attachments. In  
9           other words, “but for” a request by an attacher to install an additional attachment on a  
10          pole that is already at full capacity, there would be no pole replacement. Therefore, the  
11          attacher that requests a make-ready pole replacement is both the “cost causer” and the  
12          “primary” and “direct” beneficiary of the replacement pole, not Kentucky Power.

13                 Ms. Kravtin supports her claim that Kentucky Power is the primary beneficiary  
14                 of make-ready pole replacements by citing several benefits that Kentucky Power  
15                 allegedly receives from the installation of a taller and/or stronger replacement pole,  
16                 including: (1) the “enhance[ment] [of] the productive capacity of the plant to meet  
17                 service quality and other regulatory mandates”; (2) the “ability to provide additional  
18                 service offerings and enhancements of its own network”; (3) “enhanced rental  
19                 opportunities from the increased capacity on the new replacement pole”; (4) “cost  
20                 savings in the form of lower maintenance and operating expenses inherent to the  
21                 features of the new, upgraded/higher-class replacement pole”; and (5) “[c]apital cost  
22                 savings associated with future planned plant upgrades and cyclical replacement  
23                 programs.”

1           The purported benefits cited above ignore the following fundamental fact:  
2           unless the make-ready pole replacement happens to coincide with Kentucky Power's  
3           plans for infrastructure improvement, then the make-ready pole replacement will in  
4           almost every case provide no benefit to Kentucky Power or its electric ratepayers. The  
5           reason for this is that it is impossible for Kentucky Power to know at the time of a  
6           make-ready pole replacement what type of pole its core electric service needs would  
7           require at the time the existing pole would have otherwise been replaced pursuant to  
8           Kentucky Power's infrastructure improvement plans. Because of this uncertainty,  
9           when performing make-ready pole replacements, Kentucky Power only installs poles  
10          that are incrementally taller and/or stronger to accommodate the additional attachment.  
11          Therefore, if five (5) years down the road Kentucky Power's core electric service needs  
12          would require an even taller or stronger pole than the previously installed make-ready  
13          replacement pole, the previously installed make-ready replacement pole would be of  
14          no use or benefit to Kentucky Power. Yet, under Ms. Kravtin's cost allocation  
15          proposal, Kentucky Power would lose the value inherent in the remaining useful life of  
16          the existing pole, bear the vast majority of cost for the make-ready replacement pole,  
17          and also bear the entire cost of replacing the make-ready replacement pole with one  
18          that would actually meet Kentucky Power's core electric service needs.

19                 Setting aside this more fundamental issue with Ms. Kravtin's testimony, the  
20                 specific benefits identified by Ms. Kravtin are also highly suspect. For example, Ms.  
21                 Kravtin claims that make-ready pole replacements would enable Kentucky Power to  
22                 "enhance the productive capacity of [its] plant," "provide additional service offerings,"  
23                 and "enhance rental opportunities." Just because one or two poles along a pole line are

1 replaced with taller and/or stronger poles does not mean that additional attachers will  
2 flock to those pole lines to make additional communications attachments. This is  
3 especially true in rural and unserved areas where it is hard to get even one company to  
4 provide broadband. Finally, while Kentucky Power does not maintain detailed records  
5 showing the difference between maintenance and operating costs on newer poles versus  
6 older poles, the difference in maintenance and operating costs is insignificant. The  
7 primary driver of O&M costs are inspections, which are performed on a cyclical basis  
8 regardless of the age of a pole. Though a newer pole might reduce or defer treatment  
9 costs, this is a very small portion of O&M and would not justify the enormous cost-  
10 shift that Ms. Kravtin's cost allocation proposal represents.

11 **Q: MS. KRAVTIN SUGGESTED THAT KENTUCKY POWER MAY BE**  
12 **“STRATEGICALLY UNDER-IDENTIFYING” THE NUMBER OF RED-**  
13 **TAGGED POLES AND SUPPORTED THIS SUGGESTION, IN PART,**  
14 **THROUGH A COMPARISON OF THE EXPECTED LIFE-CYCLE POLE**  
15 **REPLACEMENT RATES WITH RED-TAG RATES. WHAT IS YOUR**  
16 **RESPONSE TO THIS TESTIMONY?**

17 A: This suggestion is wrong. Kentucky Power does not under-report red-tagged poles.  
18 Ms. Kravtin's response (on behalf of KBCA) to the Commission's request for  
19 information seemed to acknowledge that there is no direct evidence of this.<sup>3</sup> Instead,  
20 Ms. Kravtin says that the difference between expected life-cycle pole replacement rates  
21 and red-tag rates means Kentucky Power must be under-reporting red-tag poles. This

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<sup>3</sup> See KBCA's response to KPSC 1-6.

1 reasoning is incorrect for at least two reasons. First, for purposes of determining the  
2 “expected life-cycle pole replacement rates,” Ms. Kravtin uses the average service life  
3 underlying the depreciation rates approved by the Commission. This average service  
4 life figure, though, does not equate to the actual useful life of an individual pole or even  
5 the average actual useful life of poles. Second, the red-tag rate, which Ms. Kravtin  
6 derives by dividing the number of red-tagged poles each year with the total number of  
7 poles, is the wrong comparison because the number of red-tagged poles only captures  
8 poles identified for reinforcement or replacement through cyclical inspections. A more  
9 representative figure would be the total number of poles actually replaced each year.

10 **Q: WHY WOULD THE NUMBER OF REPLACEMENT POLES BE A MORE**  
11 **REPRESENTATIVE FIGURE?**

12 **A:** Because it accounts for all pole replacements. Any pole replacement, whether for core  
13 electric service, storm restoration or any other reason has the effect of eliminating a  
14 red-tag designation as a result of an inspection. Though our average number of red-  
15 tagged poles per year for the previous five years is 230, we have replaced far more than  
16 just the 230 red-tagged poles per year.

17 **Q: IS THERE ANYTHING WRONG WITH USING THE AVERAGE SERVICE**  
18 **LIFE OF POLES UNDERLYING THE DEPRECIATION RATES APPROVED**  
19 **BY THE COMMISSION?**

20 **A:** Yes. The average service life for Kentucky Power distribution poles, upon which the  
21 depreciation rate is currently based, is 28 years. Under Ms. Kravtin’s rationale, this  
22 would equate to an expected life-cycle pole replacement rate of 3.57% annually. In  
23 reality, though, the actual useful life of a pole is more like 50 years, which would

1 indicate an expected life-cycle pole replacement rate of 2% annually. The number of  
2 poles replaced by Kentucky Power each year is much closer to 2% than the number of  
3 poles red-tagged by Kentucky Power each year. In any event, we would expect the  
4 red-tagged pole rate to be much lower than the 2% expected life-cycle replacement rate  
5 posited by Ms. Kravtin because of the dynamic nature of pole networks. Kentucky  
6 Power routinely replaces poles that have not been red-tagged and are not near the end  
7 of their average actual useful life in response to, for example, increasing customer  
8 demand, storm hardening requirements or significant storm events. The practical effect  
9 of this fundamental characteristic of pole networks is this: countless poles are replaced  
10 before they ever reach red-tagged status to the benefit of the Company's customers.  
11 Therefore, the red-tagged rate on which Ms. Kravtin's analysis depends fails to account  
12 for the dynamic nature of distribution pole networks.

#### **VIII. WITHDRAWAL OF MAKE-READY ESTIMATES**

13 **Q. WHY DOES KENTUCKY POWER'S PROPOSED TARIFF DEEM A MAKE-**  
14 **READY ESTIMATE AUTOMATICALLY WITHDRAWN IF NOT PAID**  
15 **WITHIN 14 DAYS?**

16 A. Like Mr. Rhinehart testified, the automatic withdrawal provision is not "contrary to the  
17 rules of the Commission." The new regulation explicitly allows pole owners to  
18 withdraw a make-ready estimate 14 days after it is presented. The "deemed  
19 withdrawn" language was Kentucky Power's effort to implement the Commission's  
20 new regulation in a way that minimized administrative burden and the potential for  
21 delay.



1 **Q. MR. RHINEHART STATES AUTOMATIC TERMINATION OF MAKE-**  
2 **READY ESTIMATES GENERALLY INCREASES ADMINISTRATIVE**  
3 **BURDENS. DO YOU AGREE WITH THIS STATEMENT?**

4 A. No. In fact, the exact opposite is true on our end. The Company provides an estimate  
5 for work to be completed. It is the Company's experience that some attachers will not  
6 respond to estimates for months at a time, then make the payment and expect work to  
7 progress immediately. By the time the attacher has paid, another attacher may have  
8 proposed and paid for make-ready on the same poles, and new engineering or make-  
9 ready may be required to provide capacity for the initial applicant. Additionally, the  
10 Company does not have crews standing at the ready waiting for work. As we plan our  
11 resources, not knowing when make-ready work will be released to construction (i.e.,  
12 paid for), we are unable to timely devote crews. Having to continually check whether  
13 payment has been received for outstanding estimates would impose a significant  
14 administrative burden on the Company.

15 **Q. IS THERE A WAY TO STOP THE AUTOMATIC WITHDRAWAL IF THERE**  
16 **IS A DELAY IN PAYMENT?**

17 A. Yes. Though payment has to be received to move the work to construction, notification  
18 within the 14 days that the attacher accepts the estimate and intends to pay can "reset"  
19 the expiration date at the discretion of Kentucky Power. This is not an open-ended or  
20 repeating reset. Payment must still be timely received to avoid additional engineering  
21 analysis due to changes in the field.

**IX. KENTUCKY POWER'S TAGGING REQUIREMENT**

1 **Q. WHAT IS YOUR UNDERSTANDING OF MR. RHINEHART'S OBJECTION**  
2 **TO THE COMPANY'S TAGGING REQUIREMENT?**

3 A. As I understand it, Mr. Rhinehart is not objecting to the requirement that attachments  
4 be tagged, but instead only the requirement that all existing attachments be tagged  
5 within 180 days of the effective date of the proposed tariff.

6 **Q. WHAT IS YOUR RESPONSE TO THIS OBJECTION?**

7 A. First, this requirement applies to very few of AT&T's attachments to Kentucky Power's  
8 poles. Almost all of AT&T's approximately 50,000 attachments on Kentucky Power's  
9 poles are located within AT&T's incumbent local exchange carrier ("ILEC") service  
10 territory and are governed by the joint use agreement between Kentucky Power and  
11 AT&T. The proposed tariff would not apply to these attachments. It would apply only  
12 to AT&T's attachments on Kentucky Power poles located outside of AT&T's ILEC  
13 service territory. According to Kentucky Power's records, there are less than 400 such  
14 attachments. Second, although this is a new requirement within the proposed tariff, it  
15 has been a part of Kentucky Power's standards for many years. Attachers are provided  
16 a copy of the Company's Pole Attachment Policy which clearly states that attachments  
17 should be tagged. This should prove to have minimal impact on the Company's  
18 attachers as they should have been doing this already, and if they haven't, attachers can  
19 easily remedy their noncompliance by tagging their existing untagged attachments  
20 during their regular maintenance or inspection cycles. Third, in the event that AT&T  
21 thinks the 180-day timeframe is too short, it bears mentioning that this timeframe does  
22 not commence until the effective date of the proposed tariff. This means that the 180-

1 day timeframe has already been extended by four months (i.e., AT&T was placed on  
2 notice of this requirement when the proposed tariff was filed on February 28, 2022),  
3 and the timeframe will continue to grow until these proceedings are concluded. In any  
4 event, AT&T doesn't object to the tagging requirement itself, so it seems like they  
5 should already be working toward getting any untagged attachments tagged.

6 **Q. MR. RHINEHART SUGGESTS THAT AT&T SHOULD ONLY BE REQUIRED**  
7 **TO TAG ITS FACILITIES WHEN IT VISITS A POLE TO PERFORM**  
8 **MAINTENANCE OR OTHER WORK. IS THAT A SUFFICIENT**  
9 **ALTERNATIVE?**

10 A. No. It appears, based on AT&T's responses to our request for information, that AT&T  
11 does not have any kind of regular inspection or visit cycle for its facilities.<sup>4</sup> This means  
12 there is no guarantee that untagged attachments would ever get tagged, let alone within  
13 any particular period of time.

**X. DEFINITION OF "ATTACHMENT"**

14 **Q. DO YOU UNDERSTAND MR. RHINEHART'S OBJECTION TO THE**  
15 **DEFINITION OF THE TERM "ATTACHMENT" IN KENTUCKY POWER'S**  
16 **PROPOSED TARIFF?**

17 A. Not really, but it appears that Mr. Rhinehart may be concerned that the definition of  
18 "Attachment" would allow Kentucky Power to charge an additional wireline  
19 attachment fee for things like risers and fiber overlashed to an existing messenger

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<sup>4</sup> See AT&T's response to KPCO 1-4.

1 strand. This was not part of AT&T's initial objections to Kentucky Power's proposed  
2 tariff, so this is the first we have heard of an AT&T objection on this issue.

3 **Q. IS THE CONCERN EXPRESSED BY MR. RHINEHART VALID?**

4 A. No. This definition of "Attachment" exists for purposes of the broader use of the term  
5 within the proposed tariff. The billing issue is specifically addressed in Section 3 of  
6 the proposed tariff where it identifies the "Charge for a Wireline Facility." If Mr.  
7 Rhinehart was concerned about the billing implications arising out of the definition for  
8 "Attachment," then it seems like Mr. Rhinehart would have also raised some sort of  
9 issues with the definition of the term "Wireline Facility." But that is not the case.

10 **XI. UNAUTHORIZED ATTACHMENTS**

11 **Q. MR. RHINEHART TESTIFIED THAT THE UNAUTHORIZED**  
12 **ATTACHMENT PROVISION IN KENTUCKY POWER'S PROPOSED**  
13 **TARIFF DOES NOT PROVIDE THE ATTACHER WITH AN OPPORTUNITY**  
14 **TO DISPUTE OR DISCUSS THE REASONS WHY IT BELIEVES SOME**  
15 **ALLEGED UNAUTHORIZED ATTACHMENTS MAY IN FACT BE**  
16 **AUTHORIZED. IS THIS TRUE?**

17 A. No. Mr. Rhinehart's testimony seems to ignore three key aspects of the unauthorized  
18 attachment provision. First, the provision specifically permits attachers to participate  
19 in Kentucky Power's attachment inventory: "Company shall provide Operator with at  
20 least thirty (30) days' prior notice of a field inventory, and Operator shall advise  
21 Company whether Operator desires to participate in the field survey not less than fifteen  
22 (15) days prior to the scheduled date of such inventory." This means that attachers can  
23 refute— in real time—any potential "unauthorized attachment" designations. Second,

1 the provision provides attachers with the right to request a “summary report for the  
2 field inventory within a reasonable time after its completion.” Third, the provision  
3 expressly states that the excess number of attachments is “*presumed* to be unauthorized  
4 attachments.” The fact that this is a presumption—rather than a conclusive contractual  
5 fact—necessarily means there is an opportunity to rebut the presumption.

## XII. CONCLUSION

6 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

7 A. Yes, it does.



## KY Rebuttal Verification - Ellis.docx

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### E-Signature Summary

**E-Signature 1: Pamela F Ellis (PFE)**

July 05, 2022 06:15:36 -8:00 [8675AF948ECC] [167.239.221.104]  
 pfellis@aep.com (Principal) (Personally Known)

**E-Signature Notary: Jennifer Young (JAY)**

July 05, 2022 06:15:36 -8:00 [541F3D39923B] [167.239.221.107]  
 jayoung1@aep.com  
 I, Jennifer Young, did witness the participants named above electronically sign this document.



VERIFICATION

The undersigned, Pamela F. Ellis, being duly sworn, deposes and says she is Director- Energy Delivery Engineering Services for American Electric Power Service Corporation that she has personal knowledge of the matters set forth in the forgoing testimony, and the information contained therein is true and correct to the best of her information, knowledge and belief after reasonable inquiry.

Pamela F Ellis  
Signed on 2022/07/05 06:15:36 -8:00

Pamela F. Ellis

Commonwealth of Kentucky

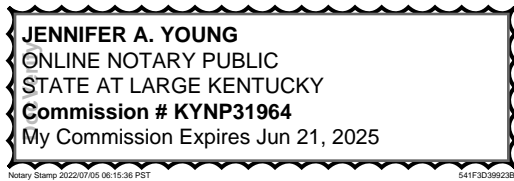
)

) Case No. 2022-00105

County of Boyd

)

Subscribed and sworn to before me, a Notary Public in and before said County and State, by Pamela F. Ellis, this 5th day of July 2022.



*J. Young*  
Signed on 2022/07/05 06:15:36 -8:00

Notary Public

Notary ID Number:   KYNP31964  

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