

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

In the Matter of:

ELECTRONIC INVESTIGATION OF THE	)	
PROPOSED POLE ATTACHMENT TARIFFS OF	)	Case No. 2022-00106
RURAL ELECTRIC COOPERATIVE	)	
CORPORATIONS	)	

AT&T KENTUCKY’S (“AT&T’s”) RESPONSE TO  
EAST KENTUCKY POWER COOPERATIVE, INC.’S FIRST REQUEST FOR INFORMATION

FILED: July 7, 2022

## **AT&T Responses to East Kentucky Power Cooperative, Inc. Requests for Information**

**Responding Witnesses: Daniel Rhinehart**

### **General Objections:**

AT&T Kentucky objects to each request to the extent it seeks information protected by the attorney-client privilege and/or work product doctrine. AT&T Kentucky also objects to each request to the extent it purports to require the release of information that is confidential and/or proprietary or is otherwise protected by any other discovery privilege recognized under applicable law. AT&T Kentucky objects to any request for creating, compiling information, or producing documents not maintained in the ordinary course of business. AT&T Kentucky additionally objects to any request to the extent it requires AT&T Kentucky to provide information that East Kentucky Power Cooperative may obtain from another source that is publicly available, more convenient, less expensive, and/or less burdensome. AT&T Kentucky further objects to each request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, oppressive, and/or is impossible to answer fully. AT&T Kentucky objects to each request to the extent that it seeks information that is not reasonably calculated to lead to the discovery of admissible information. AT&T Kentucky further objects to each request to the extent it attempts to impose greater obligations than the Kentucky Rules of Civil Procedure and the Kentucky Administrative Regulations rules promulgated by the Commission with respect to both formal and informal proceedings before the Commission.

Subject to and without waiving these objections, AT&T responds to the individually enumerated requests as follows:

### **Request No. 1 Please provide a definition of an authorized attachment and, conversely, an unauthorized attachment.**

**AT&T Response:** With respect to poles, an authorized attachment is an attachment that is placed on a pole by an entity that does not own the pole pursuant to the terms of a joint use agreement, license agreement, or tariff with the approval and/or knowledge of the pole owner.

Conversely, with respect to poles, an unauthorized attachment is an attachment that is placed on a pole by an entity that does not own the pole without the benefit of a joint use agreement, license agreement, or pursuant to the terms of a tariff or, if the entity is operating under the terms of a joint use agreement, license agreement, or tariff but fails to obtain permission to place the attachment pursuant to the operative terms of such an agreement or tariff and such attachment is made without the approval and/or knowledge of the pole owner.

### **Request No. 2 Concerning unauthorized attachments to the poles owned by electric utilities, the following information is requested from AT&T:**

- a. Please provide copies of all written policies, directives, or guidance of the company concerning the avoidance of making unauthorized attachments to poles owned by electric utilities.**

- b. Please explain in detail what steps the company takes to ensure that any contractors or subcontractors employed on behalf of the Company –**
- i. Are made aware of company written policies, directives, or guidance concerning the avoidance of making unauthorized attachments to poles owned by electric utilities.**
  - ii. Are in full compliance with any company written policies, directives, or guidance concerning the avoidance of making unauthorized attachments to poles owned by electric utilities. Include a description of any penalties or corrective action that the company can deploy for non-compliance.**
- c. If there are no written policies, directives, or guidance concerning the avoidance of making unauthorized attachments to poles owned by electric utilities, please explain in detail why such written documentation does not exist.**
- d. If there are no written policies, directives, or guidance concerning unauthorized attachments, please provide a summary of the Company’s practices to avoid the making of unauthorized attachments to poles owned by electric utilities.**
- e. Please explain in detail what steps the company takes to ensure that any contractors or subcontractors employed on behalf of the Company –**
- i. Are made aware of company practices concerning the avoidance of making unauthorized attachments to poles owned by electric utilities.**
  - ii. Are in full compliance with any company practices concerning the avoidance of making unauthorized attachments to poles owned by electric utilities. Include a description of any penalties or corrective action that the company can deploy for non-compliance.**
- f. If the Company does not have any practices concerning the avoidance of making unauthorized attachments to poles owned by electric utilities, please explain in detail why such practices do not exist.**

**AT&T Response:** AT&T Kentucky objects to this request to the extent it purports to require the release of documents and/or information that is confidential and/or proprietary material belonging to AT&T Kentucky. AT&T Kentucky further objects to this request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and/or oppressive. Notwithstanding and without waiving its objections, AT&T Kentucky states that, other than contract engineering, contractors are not involved directly in making or removing attachments to poles in Kentucky. AT&T further states that AT&T network employees are expected to follow practices that ensure that attachments are lawfully made.

- Request No. 3 If AT&T written policies, directives, or guidance or Company practice concerning the avoidance of making unauthorized attachments to poles owned by electric utilities, please provide the following information:**
- a. Identify the individual(s) responsible for compliance at AT&T by name and job title.**
  - b. Provide the contact information for the individual(s) identified in part (a) above.**
  - c. Provide a detailed description of how the individual(s) identified in part (a) above achieve compliance with the written policies, directives, or guidance or company**

**practice concerning the avoidance of making unauthorized attachments to poles owned by electric utilities.**

**AT&T Response:** AT&T Kentucky objects to this request to the extent it purports to require the release of documents and/or information that is confidential and/or proprietary material belonging to AT&T Kentucky. AT&T Kentucky further objects to this request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, and/or oppressive. Notwithstanding and without waiving its objections, AT&T Kentucky states that that AT&T network employees are expected to follow practices that ensure that attachments are lawfully made.

**Request No. 4 Concerning attachments to poles owned by electric utilities, please specify if AT&T:**

- a. Maintains an inventory or records of all of the Company's pole attachments in the Commonwealth of Kentucky. If no inventory or records are maintained, please explain in detail why such information is not retained.**
- b. For attachments to poles owned by electric utilities, maintains documentation establishing that the pole attachment was authorized. If such documentation is not retained, please explain in detail why such documentation is not retained.**
- c. Requires employees, contractor, or subcontractors to mark their installed assets with ownership identification such that upon field inspection ownership can be determined? If so, how is that marking accomplished? If not, why is that identification not required?**
- d. Requires employees, contractors, or subcontractors to uniquely identify and map circuits or cable segments of their respective systems? If so, how is this typically accomplished and are segments that serve critical customers like hospitals or emergency call centers identified?**
- e. Sponsors training or require qualification for members, their contractors or their subcontractors to work safely on or around high voltage transmission assets? If so, please provide documentation for those training requirements.**
- f. Insures against liability for cause or contribution to electric utility outages and/or loss of property or life resulting from attachments (authorized and unauthorized)?**

**AT&T Response:** AT&T Kentucky objects to this request to the extent it purports to require the release of information that is confidential and/or proprietary or is otherwise protected by any other discovery privilege recognized under applicable law. AT&T Kentucky objects to any request for creating, compiling information, or producing documents not maintained in the ordinary course of business. AT&T Kentucky further objects to this request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, oppressive, not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the subject matter of this proceeding, given that East Kentucky Power Cooperative, Inc. did not file a tariff and the terms and conditions of any attachment agreement between the parties would govern the parties' conduct.

**Request No. 5 If an inventory or record is maintained for pole attachments to electric transmission poles (69kV and above), provide an estimate of the number of transmission pole attachments in Kentucky.**

**AT&T Response:** AT&T Kentucky objects to this request to the extent it purports to require the release of information that is confidential and/or proprietary or is otherwise protected by any other discovery privilege recognized under the Federal Rules of Civil Procedure, the Kentucky Rules of Civil Procedure, or the laws of the Commonwealth of Kentucky. AT&T Kentucky objects to any request for creating, compiling information, or producing documents not maintained in the ordinary course of business. AT&T Kentucky further objects to this request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, oppressive, not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the subject matter of this proceeding.

**Request No. 6. Regarding AT&T when attaching to electric utility assets:**

**a. How are property rights to traverse private property acquired?**

**b. Where are the property rights recorded?**

**c. Do you typically acquire independent rights when attaching to electric utility poles on an established electric utility easement?**

**AT&T Response:** AT&T Kentucky also objects to this request to the extent it purports to require the release of information that is confidential and/or proprietary or is otherwise protected by any other discovery privilege recognized under applicable law. AT&T Kentucky further objects to this request to the extent that it is overly broad, unduly burdensome, and/or oppressive. AT&T Kentucky objects to this request to the extent that it seeks information that is not relevant to the subject matter involved in the pending action and is not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the subject matter of this proceeding. Notwithstanding and without waiving its objections, AT&T states it obtains property rights in a variety of ways including public utility easements, private easement, licenses, and/or imminent domain proceedings.

**Request No. 7. Does AT&T agree that unauthorized attachments to poles of electric utilities should be avoided? Please explain the response in detail.**

**AT&T Response:** AT&T agrees that unauthorized attachments should be avoided on all poles.

**Request No. 8 Does AT&T agree that the pole owner should remove attachments to poles owned by electric utilities that were attached without the utility's consent? Please explain your answer.**

**AT&T Response:** No. Assuming that the attacher is operating pursuant to a License Agreement or tariff, the terms of the License Agreement or tariff apply. AT&T's tariff terms, which allow for identification of unauthorized attachments, notice and reasonable opportunity to rectify errors

and omissions, or to prove that the attachment was actually authorized, should be followed. Arbitrary removal without reasonable protections may be service affecting, including but not limited to the provision of emergency services. Therefore, removal of attachments without coordination with the attacher should be avoided.

**Request No. 9 What penalty should broadband providers be subject to for having placed attachments to electric utility poles without proper authorization from the utility?**

**AT&T Response:** Assuming there is a written agreement between the parties in interest, then the terms and conditions of any such agreement should control. As included in AT&T's proposed tariff, parties found to have made unauthorized attachments should be provided ample opportunity to correct the mater.

**Request No. 10 Excluding property rights, what is the average cost (labor and materials) of a full structure installation for broadband that must be erected independently, i.e. not attached to a pole owned by another entity?**

**AT&T Response:** AT&T Kentucky objects to this request to the extent it purports to require the release of information that is confidential and/or proprietary or is otherwise protected by any other discovery privilege recognized under applicable law. AT&T Kentucky objects to any request for creating, compiling information, or producing documents not maintained in the ordinary course of business. AT&T Kentucky further objects to this request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, oppressive, and/or not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the subject matter of this proceeding.

**Request No. 11 Please provide industry specifications and design criteria used in Kentucky to determine the structural loading applied to poles by standard broadband configurations. What are the required qualifications for those persons who design and approve broadband installations in Kentucky?**

**AT&T Response:** AT&T Kentucky also objects to this request to the extent it purports to require the release of information that is confidential and/or proprietary or is otherwise protected by any other discovery privilege recognized under applicable law. AT&T Kentucky objects to any request for creating, compiling information, or producing documents not maintained in the ordinary course of business. AT&T Kentucky further objects to this request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, oppressive, and/or not reasonably calculated to lead to the discovery of relevant, admissible evidence related to the subject matter of this proceeding.

**Request No. 12 Please provide copies of all pole attachment agreements that AT&T has with EKPC.**

**AT&T Response:** Upon information and belief, AT&T has no known pole attachment agreements with EKPC.