

KENTUCKY PUBLIC SERVICE COMMISSION

In the Matter of:)
)
)
ELECTRONIC INVESTIGATION OF THE) CASE NO. 2022-00106
PROPOSED POLE ATTACHMENT)
TARIFFS OF RURAL ELECTRIC)
COOPERATIVE CORPORATIONS)
)
)

The Kentucky Broadband and Cable Association and its members¹ (“KBCA”), pursuant to the Commission’s March 30, 2022, Order, respectfully submits these Responses to the Rural Electric Cooperative Corporation’s (“RECCs”), First Request For Information To Kentucky Broadband And Cable Association.

RESPONSES

1. For each KBCA member, provide the number of existing attachments that each presently has on the facilities of each RECC party. If this data is not available as of June 23, 2022, please provide this data as of the most recent date for which such data is available (and specify that date).

ANSWER: KBCA objects that this Request seeks information that is unduly burdensome and disproportionate to the needs of this case. This request is irrelevant and harassing. Additionally, the data sought is in the possession, custody, and control of the RECCs, and equally available to them. Subject to its objection, KBCA states it does not have information in its possession, custody, or control that is responsive to this Request.

WITNESS: Jason Keller

2. For each KBCA member, provide the annual number of poles for which new attachment requests were made to each RECC party in each of 2022 YTD, 2021, 2020, 2019, 2018, and 2017.

ANSWER: KBCA objects that this Request seeks information that is unduly burdensome and disproportionate to the needs of this case. This request is irrelevant and harassing.

¹ The KBCA’s members are Access Cable, Armstrong, C&W Cable, Charter Communications, Comcast, Inter Mountain Cable, Lycom Communications, Mediacom, Suddenlink, and TVS Cable. Kentucky Broadband & Cable Association, Our Members, *available at* <https://www.kybroadband.org/members>.

Additionally, the data sought is in the possession, custody, and control of the RECCs, and equally available to them. Subject to its objection, KBCA states it does not have information in its possession, custody, or control that is responsive to this Request.

WITNESS: Jason Keller

3. With respect to the testimony of Mr. Avery at page 2, identify each additional cost of deploying broadband in Kentucky that will be incurred by each KBCA member upon the following events:

- a. If the Commission approves a tariff allowing a pole-owner to remove an attacher's facilities upon written notice of a breach of the tariff and the attacher's failure to remedy the breach within thirty (30) days.**
- b. If the Commission approves a tariff requiring a KBCA's member's contractors working on facilities in Kentucky to maintain insurance coverages.**
- c. If the Commission approves a tariff requiring an attacher to indemnify a pole-owner for damages, unless caused by the sole negligence of the pole owner.**

ANSWER: KBCA objects to this Request because it is unduly burdensome and disproportionate to the needs of this case. KBCA further objects that this Request requires the witness to speculate and is premised on information not the in the possession, custody, or control of KBCA. Subject to its objections, KBCA responds as follows: KBCA cannot guess as to the additional dollar amount of deploying broadband if the Commission were to take certain actions because such speculation would depend on a multitude of different factors and risk assessment calculations. However, if a pole owner had the power to remove a KBCA's members' facilities with impunity, the attacher would suffer irreparable harm to its system, reputation, and business. Kentucky's residents and businesses who rely on KBCA member services would also suffer immeasurable harm. A pole owner requires KBCA members to have certain levels and kinds of insurance. Similarly, KBCA members require their contractors to maintain certain levels and kinds of insurance coverage. Given the number of contracts that KBCA members have with their own contractors, it would be virtually impossible to tailor each contract to the individual demands of each pole owner. In any case, if a particular contractor failed to have adequate insurance, which is unlikely, the KBCA members are ultimately liable to the pole owner. Finally, if the Commission approves a tariff requiring an attacher to indemnify a pole owner, except when damages are caused by the pole owner's sole negligence, KBCA members would be required to incur possibly hundreds of millions of dollars in liability even though the KBCA member might have been only 1% negligent, for example. That is not reasonable. Each party must bear the liability that it creates; if pole owners were free to create unsafe conditions with the understanding that they would only be liable for their sole negligence, this could lead to unsafe, joint use conditions for workers and the public alike.

WITNESS: Jerry Avery

4. With respect to the testimony of Mr. Avery at page 4, identify each contractor with whom each KBCA member has negotiated a contract that would apply to work to be performed in Kentucky.

- a. Provide a copy of all provisions identifying or otherwise relating to the “robust insurance requirements” that have been negotiated with each such contractor by each KBCA member.**
- b. Provide copies of all current certificates of insurance provided by such contractor(s) to each KBCA member.**

ANSWER: KBCA objects to this Request because it is unduly burdensome and disproportionate to the needs of this case. KBCA further objects because the contracts between its members and their subcontractors are not at issue in this proceeding. Subject to its objection, KBCA states it does not have information in its possession, custody, or control that is responsive to this Request.

WITNESS: Jason Keller

5. With respect to the testimony of Mr. Avery at page 6, provide documentation of every instance when an RECC party has threatened to remove a KBCA member’s “entire communications network” if such member “does not accede to ... [such] pole owner demands.”

- a. For each such matter, please identify the KBCA member who received such threat, the RECC party who made such threat, the date the dispute began, and the current status of the dispute.**
- b. For each such matter, please provide the case number of any Commission complaint or other litigation pertaining to the dispute.**

ANSWER: KBCA objects to this request as unduly burdensome and disproportionate to the needs of this case to the extent it asks for documentation of every instance when a RECC party threatened to remove a KBCA member’s network during a dispute. KBCA states it does not have information in its possession, custody, or control that is responsive to this Request. Subject to KBCA’s objection, Mr. Avery states as follows:

The specific instance referenced in my direct testimony related to a situation in Hopkinsville, Kentucky, in which Charter disputed the proper calculation of the pole attachment rate, and the amount due to Hopkinsville Electric System. While the parties were negotiating the issue, the City’s cable board notified the local newspaper and radio stations, stating the City would remove Charter’s cable attachments because it failed to pay its invoices, without mentioning the dispute. This caused widespread confusion among Charter’s broadband and cable customers. Charter has also faced other situations outside of Kentucky where pole owners have threatened to remove Charter’s attachments, including when the parties are engaged in a good faith billing or pole attachment agreement disputes (even *after* Charter has instituted formal proceedings to resolve the dispute).

WITNESS: Jerry Avery

6. With respect to the testimony of Mr. Avery at page 6, if any of the technical NESC compliance issues he references include disputes with an RECC party, please describe the nature of such dispute, the date it began, and the status of such dispute for each RECC party.

ANSWER: KBCA objects to this request as unduly burdensome and disproportionate to the needs of this case and to the extent it asks for documentation of every instance a KBCA member and a RECC were involved in an informal dispute related to a technical NESC compliance issue. KBCA does not have information in its possession, custody, or control that is responsive to this Request. Subject to KBCA's objection, Mr. Avery states as follows:

The NESC compliance issues referenced on page 6 of my testimony include issues like disputes regarding whether an attacher or utility caused a certain safety violation. The purpose of my testimony on this point was to illustrate that most disagreements between the parties are resolved informally, but require more than 30 days to sort out. Because these disagreements are resolved informally, I do not have records of the nature of each disagreement, the date it began, or the current status.

WITNESS: Jerry Avery

7. With respect to the testimony of Mr. Avery at page 6, please state whether the "one case" he references involved an RECC party. If so, please provide a description of the dispute, including the date it began, the Commission case number or other litigation where the dispute was addressed, and the outcome and current status of same.

ANSWER: Please see the response to Question #5.

WITNESS: Jerry Avery

8. With respect to the testimony of Mr. Avery at page 7, please describe all disputes where an RECC party has demanded "compliance repairs" that were delayed as a result of "local permitting issues" or other attachers.

- a. For each such dispute, please identify the KBCA member who was a party to the dispute, the date the dispute began, and the current status of the dispute.**
- b. For each such matter, please provide the case number of any Commission complaint or other litigation pertaining to the dispute.**

ANSWER: KBCA objects to this request as unduly burdensome and disproportionate to the needs of this case to the extent it asks for documentation of all disputes where a RECC party made certain demands. KBCA states it does not have information in its possession, custody, or control that is responsive to this Request.

WITNESS: Jason Keller

9. With respect to the testimony of Mr. Avery at page 8, please describe all disputes where an RECC party has “use[d] their leverage to remove attachments in ... other disputes that have nothing to do with ensuring safe pole conditions and reliable service.”

- a. For each such dispute, please identify the KBCA member who was a party to the dispute, the date the dispute began, and the current status of the dispute.**
- b. For each such matter, please provide the case number of any Commission complaint or other litigation pertaining to the dispute.**

ANSWER: KBCA objects to this request as unduly burdensome and disproportionate to the needs of this case to the extent it asks for documentation of all disputes where a RECC party made certain demands. KBCA states it does not have information in its possession, custody, or control that is responsive to this Request.

WITNESS: Jason Keller

10. With respect to the testimony of Mr. Avery at page 8, please describe all disputes about whether an invoiced rate was properly calculated by an RECC party, and state whether such rate was tariffed.

- a. If such rate was tariffed, explain why such RECC party’s rate needed to be calculated (as opposed to the “disputes over the number of attachments to which it applies” described in the next sentence of your testimony).**
- b. If the “[f]irst” and “[s] econd” disputes are the same, please confirm. If you cannot confirm, please explain the factual basis for the different disputes with a particular RECC party.**

ANSWER: KBCA objects to this request as unduly burdensome and disproportionate to the needs of this case to the extent it asks for documentation of all disputes regarding invoiced rates. KBCA states it does not have information in its possession, custody, or control that is responsive to this Request. Subject to KBCA’s objections, with regard to part (b), Mr. Avery states as follows: the disputes referenced on page 8 of my report are meant to illustrate the types of disputes companies like Charter face when attaching to poles.

WITNESS: Jason Keller & Jerry Avery

11. With respect to the testimony of Mr. Avery at page 8 that “cable companies have numerous contractor relationships,” state whether KBCA’s members routinely accept liability for their contractors’ pole attachment-related actions or omissions in instances where KBCA members or their contractors are alleged to have acted negligently or otherwise caused property damage or personal injury.

- a. Please state whether KBCA’s members are willing to accept liability for their contractors’ pole attachment-related actions in all instances in Kentucky.**

- b. In the event KBCA’s members do not routinely accept liability for their contractors’ pole attachment-related actions or that they do not agree to do so in all instances in Kentucky, please reconcile that position with Mr. Avery’s sworn testimony at page 10 that, “In any case, attachers are ultimately responsible for any issues their workers, including their contractors, cause, so there is no need for both the attacher and its contractor to have the same exact insurance required by every pole owner.”**

ANSWER: KBCA objects that this question calls for a legal analysis and response. KBCA cannot speculate as to the proper apportionment of liability in a hypothetical case with unknown facts and circumstances. KBCA has not objected to any tariff provisions making KBCA’s members liable for the negligence of their agents.

WITNESS: N/A

12. With respect to the testimony of Mr. Avery at pages 11-12, please identify all instances where an RECC party has attempted to recover from a KBCA member for damage that the RECC party caused.

- a. For each such instance, please identify the KBCA member who was a party to the dispute, the date the dispute began, and the current status of the dispute.**
- b. For each such matter, please provide the case number of any Commission complaint or other litigation pertaining to the dispute.**

ANSWER: KBCA objects to this request as unduly burdensome and disproportionate to the needs of this case to the extent it asks for documentation of all disputes where a RECC party has attempted, formally or informally, to recover from KBCA members for damage it caused. KBCA states it does not have information in its possession, custody, or control that is responsive to this Request.

WITNESS: Jason Keller

13. With respect to the testimony of Mr. Bast at page 4 regarding an alleged “administrative nightmare,” please:

- a. Explain the factual basis for your allegation.**
- b. Explain why it is not an “administrative nightmare” for a pole-owner to prepare and issue invoices demanding payment of additional amounts owed by an attacher, but it is an “administrative nightmare” for a pole-owner to issue a refund or credit to an attacher.**

ANSWER: Mr. Bast states as follows:

If utilities require pre-payment of “estimated” survey fees and those fees are far in excess of industry norms (e.g., which are between \$30-50), Charter would be required to track those payments to ensure any overages were properly refunded. That would be an

unnecessary, administrative task that Charter does not now perform. Moreover, after the actual costs are sorted out and a utility does not pay the true-up, or disputes the amount owed back to Charter, Charter would be forced to choose between initiating costly administrative proceedings to obtain the money, or letting the utility keep funds in excess of its actual costs. Again, this mainly becomes a problem where utilities are requiring pre-payment of survey costs far in excess of actual estimated costs. Clawing back funds from a utility is more complicated, and more costly, than simply issuing an invoice for actual amounts due or charging reasonable up-front charges.

WITNESS: Richard Bast

14. With respect to the testimony of Mr. Bast at page 6, please explain the factual basis for describing a pole loading analysis as “inefficient and costly” for an overlash, and provide the estimated costs per pole of conducting a pole loading analysis. State all factual bases for such estimate.

ANSWER: Mr. Bast states as follows:

Pole loading analyses are inefficient and costly because it is not necessary to do a pole loading analysis on most poles. It depends on the condition of the pole and the facilities on that pole. For instance, it may be reasonable to conduct a pole loading analysis for an overlashing project if the existing cable bundle to which the attacher plans to overlash is large or if the pole already has many other facilities. The overlashing attacher would be able to make this determination of whether a load study would be useful during the “walk-out” conducted to determine which poles to include in an overlash notice. Of course, a pole owner is always free to conduct a pole loading analysis during the 30 day overlashing review period. However, as I explained in my testimony, because a pole loading analysis is not usually necessary to ensure safe overlashing, the attacher should only be required to pay for a pole loading analysis if the utility discovers that the overlashing would cause an issue that must be addressed prior to overlashing, i.e., the attacher should not be charged for every study that demonstrates a pre-existing violation. It is my understanding that this is consistent with (or perhaps even more generous than) the Federal Communication Commission’s rules, which prohibit a utility from charging the overlasher for the utility’s review of the proposed overlash.

WITNESS: Richard Bast

15. With respect to the testimony of Mr. Bast at page 6, provide a detailed estimate of all reasonable work tasks involved in performing a pole loading analysis for a single pole.

ANSWER: KBCA objects that this Request seeks information that is unduly burdensome and disproportionate to the needs of this case. Additionally, the data sought, as it pertains to the RECCs, is in the possession, custody, and control of the RECCs, or equally available to them. KBCA further states it does not have information in its possession, custody, or control that is responsive to this Request. Subject to KBCA’s objections, Mr. Bast states as follows:

Each pole owner has a different set of policies related to what the “reasonable work tasks involved in performing a pole loading analysis” would be. Some do not require more than a picture of the pole and its location, while others require more formal analyses. Regardless, before Charter attaches to a pole, it visually inspects the pole for clear safety violations, and will not attach if it observes a safety issue that needs to be corrected to make a safe attachment. Charter also visually inspects cable before overlashing to ensure the bundle size is reasonable and not likely to overload the pole.

WITNESS: Richard Bast

16. For each KBCA member, please explain in detail:

- a. Whether such member permits third parties to overlash the member’s facilities and if so, on what terms, and if not, why not;**
- b. Whether such member is willing to allow third-party overlashing on its facilities;**
- c. If the answer to subpart (b) is affirmative, whether such member would anticipate demanding and/or receiving some compensation or other non-monetary consideration from a third-party permitted to overlash and, if so, what; and**
- d. If the answer to subpart (b) is affirmative, how such KBCA member would ensure that the pole-owning utility has accurate records of all third-parties overlashed to such KBCA member’s facilities.**

ANSWER: KBCA objects that this Request seeks information that is unduly burdensome and disproportionate to the needs of this case. KBCA further objects that any third party overlashing it permits is not at issue in this proceeding, as the Commission has largely promulgated rules related to overlashing. Subject to its objection, KBCA states its members do not (and are not willing to) allow third party overlashing.

WITNESS: Jason Keller

17. For each KBCA member, provide – for each RECC party – the anticipated number of RECC party poles upon which it intends to seek attachment or overlashing in the following periods: the next twelve (12) months, the next twenty-four (24) months, and the next sixty (60) months.

ANSWER: KBCA objects that this Request seeks information that is unduly burdensome and disproportionate to the needs of this case. KBCA further objects that the number of anticipated attachments for each of its members is not relevant to this proceeding. Subject to its objection, KBCA states it does not have information in its possession, custody, or control that is responsive to this Request.

WITNESS: Jason Keller

18. For each KBCA member, provide a copy of all pole attachment agreements whereby the KBCA member has agreed to indemnify a pole-owner unless the alleged damages were caused by the sole negligence of the pole-owner.

ANSWER: KBCA objects that this Request seeks information that is unduly burdensome and disproportionate to the needs of this case. Subject to its objection, KBCA states it does not have information in its possession, custody, or control that is responsive to this Request, but points the RECCs to, among others, the tariff of Cincinnati Bell, 3rd Revised Page 20, Section 2.3.4(D) (stating “the Telephone Company shall not be entitled to be indemnified, protected and saved harmless against claims for compensation resulting from sole or joint negligence on its part”).

WITNESS: Jason Keller

19. For each KBCA member, please state whether you intend to accept liability if an overlash of your facilities causes or contributes to a service outage, service interruption, property damage, injury, or death. If you do not intend to accept full liability for such eventualities, please explain in detail, including a description of how you intend to apportion liability in the event an overlashing entity (or its contractors or agents) is involved.

ANSWER: KBCA objects that this question calls for a legal analysis and response. KBCA cannot speculate as to the proper apportionment of liability in a hypothetical case with unknown facts and circumstances.

WITNESS: N/A

20. With respect to the testimony of Mr. Bast at page 12, please identify – for each KBCA member – each true-up request sought from an RECC party, but not obtained within 120 days after the date of the request. For each such instance, please identify the amount of such dispute, the date that constituted the 120th day after the date of the request, the status of such dispute, and the case number of any Commission or other litigation associated with the same.

ANSWER: KBCA objects to this request as unduly burdensome and disproportionate to the needs of this case to the extent it asks for each true up requested but not obtained from a RECC within 120 days. KBCA states it does not have information in its possession, custody, or control that is responsive to this Request. Subject to KBCA’s objections, Mr. Bast states as follows:

Charter has not previously attempted to obtain true-ups from a RECC party because, prior to the Commission’s new regulations, it did not expect substantial true-ups from utilities. However, if utilities require pre-payment of survey costs and impose estimated fees far in excess of industry norms (\$30-50), Charter will be required to separately track those payments. And if a utility does not pay the true-up, or disputes the amount owed back to Charter, Charter will be forced to choose between initiating costly administrative proceedings to obtain the money, or letting the utility keep funds in excess of its actual costs. Again, this mainly becomes a problem where utilities are requiring pre-payment of survey costs far in a excess of actual estimated costs.

WITNESS: Richard Bast

21. For each KBCA member, identify:

- a. The cumulative amount of RDOF funds it has been awarded in Kentucky, to date; and**
- b. The cumulative amount of RDOF funds it has been awarded in each individual RECC party service territory;**
- c. Whether RDOF funds may be applied to the cost of make-ready work, including the cost of pole replacements.**

ANSWER: KBCA objects that this Request seeks information that is unduly burdensome and disproportionate to the needs of this case. Specific RDOF funds KBCA has sought related to broadband deployment are not relevant to this proceeding. Subject to its objection, KBCA states it does not have information in its possession, custody, or control that is responsive to this Request.

WITNESS: Jason Keller

22. For each KBCA member, identify all state, federal, and local funds (whether through grants, awards, legislative allocations, financial commitments, subsidies, low-interest loans, pledges, or other sources) (collectively, "Funds") that it has sought, provided that such Funds are eligible for use in Kentucky for purposes of broadband deployment. For each separate source of Funds, provide the amount sought and/or awarded (if any), as well as the status or date of application and/or award (if any) for each.

ANSWER: KBCA objects that this Request seeks information that is unduly burdensome and disproportionate to the needs of this case. Specific funds KBCA has sought related to broadband deployment are not relevant to this proceeding. Subject to its objection, KBCA states it does not have information in its possession, custody, or control that is responsive to this Request.

WITNESS: Jason Keller

23. Identify each Kentucky local government with whom each KBCA member has partnered or entered into an arrangement to utilize ARRA funds to assist with broadband deployment. For each, please:

- a. Provide copies of any documented agreement(s) with such local government(s).**
- b. Identify the amount of Funds made available to the KBCA member through each such arrangement(s).**
- c. State whether each such arrangement(s) is exclusive to the KBCA member.**

- d. **State whether the KBCA member has sought to make such arrangement(s) exclusive to the KBCA member, or to other members of KBCA.**
- e. **Provide copies of all communications pertaining to a KBCA member seeking or obtaining an exclusive arrangement to utilize such funds provided by a Kentucky local government.**

ANSWER: KBCA objects that this Request seeks information that is unduly burdensome and disproportionate to the needs of this case. Specific funds KBCA has sought related to broadband deployment are not relevant to this proceeding. Subject to its objection, KBCA states it does not have information in its possession, custody, or control that is responsive to this Request.

WITNESS: Jason Keller

24. For each KBCA member, describe in detail the NESC training that you provide, or require your contractors to provide, before working on RECC party poles.

ANSWER: KBCA objects that this Request seeks information that is unduly burdensome and disproportionate to the needs of this case. Records of specific NESC training KBCA members provide are not relevant to this proceeding. KBCA members are responsible for their own contractors, and ultimately indemnify utilities for any damage caused by the subcontractors. Subject to its objection, KBCA states it does not have information in its possession, custody, or control that is responsive to this Request.

WITNESS: Jason Keller

25. Describe in detail how you measure and monitor worker safety practices and procedures of employees and contractors you may use to work on RECC party poles.

ANSWER: KBCA objects that this Request seeks information that is unduly burdensome and disproportionate to the needs of this case. Records of how KBCA members “measure and monitor” broad “safety practices” are not relevant to this proceeding. KBCA members are responsible for their own contractors, and ultimately indemnify utilities for any damage caused by the subcontractors. Subject to its objection, KBCA states it does not have information in its possession, custody, or control that is responsive to this Request.

WITNESS: Jason Keller

26. For each KBCA member, identify all service interruption, injury, and worker safety incidents that you have experienced in the past three (3) years. For each such incident, describe in detail: (i) the nature of the matter (including the nature of the interruption, injury, or safety concern); (ii) the identified cause of the matter; (iii) whether it was caused by such KBCA member employee(s) or contractor employee(s); and (iv) all steps taken to avoid similar issues in the future.

ANSWER: KBCA objects that this Request seeks information that is unduly burdensome and disproportionate to the needs of this case. Nor are records all service interruptions,

injuries, and worker safety incidents relevant to this proceeding. Subject to its objection, KBCA states it does not have information in its possession, custody, or control that is responsive to this Request.

WITNESS: Jason Keller

27. For each KBCA member, please identify:

- a. The annual number of pole attachment transfer requests received from each RECC party in each of 2022 YTD, 2021, 2020, 2019, 2018, and 2017;**
- b. The average timeframe between receiving a pole attachment transfer request and completing the requested pole attachment transfer;**
- c. All policies currently in place to ensure that pole attachment transfer requests are performed in a timely manner;**
- d. The number of pole attachment transfers that were performed with each RECC party in each of 2022 YTD, 2021, 2020, 2019, 2018, and 2017;**
- e. The annual budget allocated for pole attachment transfers in each of 2022, 2021, 2020, 2019, 2018, and 2017; and**
- f. All policies or processes currently in place that pertain to the conduct of pole attachment transfers after any allocated annual budget for pole attachment transfers has been exhausted for a budget period.**

ANSWER: KBCA objects that this Request seeks information that is unduly burdensome and disproportionate to the needs of this case. Nor are records of historic pole transfer requests relevant to this proceeding. Additionally, the data sought is in the possession, custody, and control of the RECCs, and equally available to them. Subject to its objection, KBCA states it does not have information in its possession, custody, or control that is responsive to this Request.

WITNESS: Jason Keller

28. For each KBCA member, please state whether:

- a. You subscribe to, have purchased, or possess a license to use any software designed to conduct pole loading analysis, including O-Calc Pro, PoleForeman, SPIDACalc, or similar software, and please provide the name of each such software and a description of how and why you use it or have access to use it;**
- b. You provide any pole owner(s) with a Professional Engineer (PE) certified analysis or plans for any purpose associated with use or occupancy of the pole owner's poles or other facilities, and please provide the name of each such pole owner, the identity of the PE(s) used, as well as a description of all purposes**

for which you provide it for each such pole owner, and state whether such analysis or plans are provided at your expense or the pole owner's expense.

- c. You possess, utilize, or have access to any other mechanism or method for conduction a pole loading analysis (whether or not performed or certified by a PE), and please provide the name and a description of those mechanisms or methods.**

ANSWER: KBCA objects that this Request seeks information that is unduly burdensome and disproportionate to the needs of this case. Specific licenses and software for performing pole loading analyses are not at issue in this proceeding. Subject to its objections, KBCA states it does not have information in its possession, custody, or control that is responsive to this Request.

WITNESS: Jason Keller

Dated: July 7, 2022

Respectfully submitted,


/s/ _____

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Counsel for KBCA

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

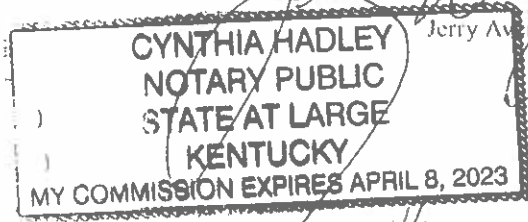
The Matter of:

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

VERIFICATION

The undersigned, Jerry Avery, being duly sworn, deposes and says that he has personal knowledge of the matters set forth in these Responses for which he is listed as a witness, and that answers contained therein are true and correct to the best of his information, knowledge, and belief.

COMMONWEALTH OF KENTUCKY)
PERSON COUNTY)



SUBSCRIBED AND SWORN TO before me by Jerry Avery on this the 6th day of July.

Cynthia Hadley
NOTARY 62067

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

In the Matter of:

ELECTRONIC INVESTIGATION OF THE)
PROPOSED POLE ATTACHMENT)
TARIFFS OF RURAL ELECTRIC)
COOPERATIVE CORPORATIONS)

Case No.
2022-00106

VERIFICATION

The undersigned, Richard Bast, being duly sworn, deposes and says that he has personal knowledge of the matters set forth in these Responses for which he is listed as a witness, and that the answers contained therein are true and correct to the best of his information, knowledge, and belief.

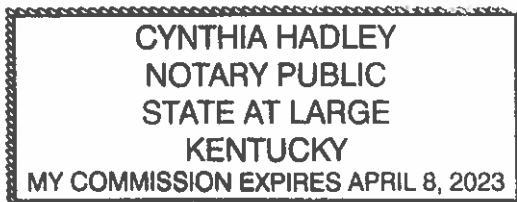
Richard W. Bast

Richard Bast

COMMONWEALTH OF KENTUCKY)
JEFFERSON COUNTY)



SUBSCRIBED AND SWORN TO before me by Richard Bast on this the 7th day of
July, 2022.




Cynthia Hadley
NOTARY
621067

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

In the Matter of:
ELECTRONIC INVESTIGATION OF THE)
PROPOSED POLE ATTACHMENT) Case No.
TARIFFS OF RURAL ELECTRIC) 2022-00106
COOPERATIVE CORPORATIONS)

VERIFICATION

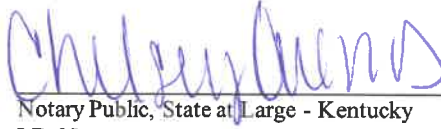
The undersigned, Jason Keller, being duly sworn, deposes and says that he has personal knowledge of the matters set forth in these Responses for which he is listed as a witness, and that the answers contained therein are true and correct to the best of his information, knowledge, and belief.



Jason Keller

COMMONWEALTH OF KENTUCKY)
JEFFERSON COUNTY)

SUBSCRIBED AND SWORN TO before me by Jason Keller on this the 7 day of July,
2022.



Notary Public, State at Large - Kentucky

I.D. No.:

My Commission Expires: **Chelsey Owens, Notary Public**
State at Large, Kentucky
Notary ID KYNP33388
My Commission Expires 7/16/2025