

**COMMONWEALTH OF KENTUCKY**

**BEFORE THE PUBLIC SERVICE COMMISSION**

In the Matter of:

ELECTRONIC INVESTIGATION OF THE )  
PROPOSED POLE ATTACHMENT TARIFFS OF ) Case No. 2022-00108  
INCUMBENT LOCAL EXCHANGE CARRIERS )

AT&T'S RESPONSES TO  
THE KENTUCKY BROADBAND AND CABLE ASSOCIATION'S (KBCA)  
SUPPLEMENTAL REQUEST FOR INFORMATION

FILED: June 2, 2022

## **AT&T Responses to Kentucky Broadband and Cable Association's Supplemental Requests for Information**

**Responding Witnesses: Daniel Rhinehart, Mark Peters**

### **General Objections:**

AT&T objects to each request to the extent it purports to require the release of information, which is confidential, protected by the attorney-client privilege, the attorney work product doctrine, is prepared in anticipation of litigation or trial, or is otherwise protected by any other discovery privilege recognized under the Federal Rules of Civil Procedure or the laws of the Commonwealth of Kentucky. AT&T objects to compiling information or producing documents not maintained in the ordinary course of business; any request to the extent it requires AT&T to provide information that may be obtained by KBCA from another source that is more convenient, less expensive, or less burdensome. AT&T objects to each request to the extent that it is vague, ambiguous, overly broad, unduly burdensome, oppressive, or impossible to answer fully. AT&T objects to each request to the extent that it seeks information which is not relevant to the subject matter involved in the pending action and is not reasonably calculated to lead to the discovery of admissible information.

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

**2-1. Explain how a new attacher would determine whether a pole was “[d]esignated for replacement within two (2) years of the date of its actual replacement for any reason unrelated to a new attacher’s request for attachment,” as stated in 807 KAR 5:015 Section 1(10)(b), if the pole was not visibly marked with a colored tag or other indication of replacement.**

**AT&T Response:** Pole use partnerships depend on honesty and integrity to ensure the safety of the infrastructure. AT&T relies on its partners to apply for new attachments, rather than simply making attachments to AT&T’s poles. Similarly, AT&T shares relevant information with Attaching Parties when those parties make requests to attach to AT&T poles, such as other pending applications to attach and scheduled pole replacements, whether scheduled for replacement due to another party’s new attachment or AT&T’s new attachment. Poles scheduled for replacement due to unserviceability should either be readily apparent to the new Attaching Party or tagged with the Bell System standard unserviceable pole tags, and AT&T would communicate such pending replacements to the prospective Attaching Party during the processing of the application to attach.

Responsible Person: Mark Peters, Area Manager-Regulatory Relations

**2-2. State whether You will visibly mark “Red-tagged poles,” as that term is defined in 807 KAR 5:015, with colored tags or in some other manner. If You will mark the**

**poles with colored tags, state which colors You will use, and what those colors signify.**

**AT&T Response:** AT&T uses tags, which are identified in the Blue Book Manual of Construction Standards, and which all Attaching Parties are required to comply with as a condition of attachment to AT&T's poles. These tags are described, and representative pictures displayed, in Section 12.4.6 of the Blue Book.

Responsible Person: Mark Peters, Area Manager-Regulatory Relations

**2-3. Identify the average amount of time You spend per pole on a pre-construction survey.**

**AT&T Response:** AT&T objects to this data request on the basis that it is vague, ambiguous, overly broad, and seeks information that is not relevant to matters at issue for resolution in this case. Specifically, the undefined term "pre-construction survey" is subject to various interpretations. Subject to and without waiving these objections, AT&T states that neither AT&T's Tariff nor the Kentucky pole attachment rules reference a "pre-construction survey." AT&T presumes that by pre-construction survey, KBCA refers to the make-ready survey which occurs during the application process. Make-ready surveys for applications including multiple poles result in efficiency for the field visit portion because multiple poles are visited as the result of a single trip to the field, while applications for a single pole would require the same drive time and a visit to only a single pole. Conversely, the engineering time for one pole would be far less than engineering for multiple poles. Based on historical data in Kentucky, AT&T spends approximately one hour per pole performing the engineering work associated with the make-ready survey.

Responsible Person: Mark Peters, Area Manager-Regulatory Relations

**2-4. Explain the basis for Your proposed requirement that an attacher pay the entire cost of replacing a pole that is not red-tagged, including all economic basis for this requirement.**

**AT&T Response:** AT&T's tariff is consistent with the Commission's determination that the cost causer should pay for pole replacements instead of imposing costs on general ratepayers. See pages 46 and 47 of the Commission's September 15, 2021 submission of proposed rules and justification to the legislature wherein the Commission stated: "The amendment proposed by KBCA could result in ... rates that are not fair, just and reasonable. ... The Commission generally attempts to ensure that costs are assigned to the party responsible for causing the utility to incur the cost. If a utility must replace a pole that does not need to be replaced with a larger pole or a pole of a different type to accommodate a new attachment, then the cost to replace that pole is caused by the new attacher."

Responsible Person: Daniel Rhinehart, Director - Regulatory

**2-5. Explain Your accounting treatment of a non-red-tagged pole that is replaced with a new pole paid for by an attacher.**

**AT&T Response:** A non-red-tagged pole that is replaced with a new pole paid for by an Attaching Party would result in the following:

Remove old pole: Pole Assets would be credited with the retirement unit value of the retired pole and pole inventory would be decreased by 1. Pole Depreciation reserve would be debited with the retirement unit value of the retired pole.

Place new pole: Pole Assets would not increase as the Attaching Party would have paid for the pole and pole inventory would be increased by 1.

Responsible Person: Daniel Rhinehart, Director - Regulatory

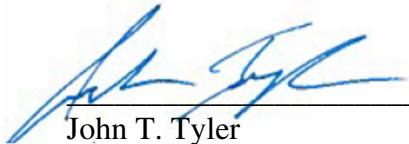
**2-6. Explain whether or not You receive any financial or other benefit as a result of an attacher paying to replace an existing pole with a new pole so that it may attach.**

**AT&T Response:** Absent a pole owner's choice to modify its own facilities, when an Attaching Party pays to replace a pole, benefits to the pole owner, if any, are incidental because they do not derive from the pole owner's initiation of or affirmative participation in the modification. In such a circumstance, the pole owner had no other need to replace the pole. Forcing a premature replacement of the existing pole at the pole owner's cost deprives that pole owner of use of the existing pole for the time before it would otherwise degrade and need replacement. That lost value could span up to decades, depending on many factors. As the FCC has recognized, imposing cost burdens on pole owners "for modifications they do not initiate could be particularly cumbersome if excess space created by modifications remained unused for extended periods." (FCC First Report and Order, Docket 96-98, August 8, 1996 (Order FCC 96-325), paragraph 1213

Responsible Person: Daniel Rhinehart, Director - Regulatory

**CERTIFICATE OF SERVICE**

I hereby certify that on June 2, 2022, I electronically filed the foregoing document using the Kentucky Public Service Commission's electronic system for filing, which sent notice of filing to counsel of record.

  
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John T. Tyler