

COMMONWEALTH OF KENTUCKY  
BEFORE THE PUBLIC SERVICE COMMISSION

IN THE MATTER OF:

ELECTRONIC INVESTIGATION OF THE PROPOSED CASE NO. 2022-00108  
POLE ATTACHMENT TARIFFS OF INCUMBENT  
LOCAL EXCHANGE CARRIERS

**Windstream Kentucky East, LLC's ("Windstream")  
Responses to the Commission Staff's  
Third Request for Information**

1. Refer to Windstream East's proposed tariff, P.S.C. KY No. 11, Original Sheet No. 22, which states that licensees must prepay estimated field survey fees prior to Windstream East conducting the field survey. Also refer to Windstream East's response to Commission Staff's First Request for Information, Item 3, in which Windstream East states that it is not able to provide an estimate of per pole survey fees. Commission regulation 807 KAR 5:015, Section 4(2)(b)(6) requires utility's that require prepayment of survey costs to include a per pole estimate of costs in the tariff.

- a. Provide a per pole estimate of survey costs including all supporting calculations.

**Windstream's Response:** Each per pole survey cost is approximately \$225.00. This estimate is based on three hours of work performed by an engineer at \$75.00 per hour. The work performed by the engineer consists of travel to and from the pole site, conducting the survey, and drafting and submitting necessary documents.

- b. Explain whether the estimated prepaid survey costs will be trued up once the survey work is complete. If so, indicate the tariff provision stating such.

**Windstream's Response:** The estimated prepaid survey costs is not trued up once the survey work is complete. Windstream's application fee is a flat fee which includes survey costs. If there is make-ready work, that would require a second invoice.

2. Refer to Windstream East's proposed tariff, P.S.C. KY No. 11, Original Page No. 45 setting forth a dispute resolution process.

- a. Explain whether the 90-day negotiation process would prevent a party from exercising rights under the regulation with shorter deadlines such as the allowance for a motion to stay referenced in 807 KAR 5:015, Section 6.

**Windstream's Response:** Windstream would only rely on the 90-day negotiation process if the party seeking Commission intervention does so in bad faith. It is Windstream's intent that two sophisticated service operators work together to find a solution versus filing complaints with the regulatory.

- b. State whether language could be added to indicate that nothing would prevent a party from requesting action by a state commission or the Federal Communication Commission within a shorter period if required by law, and if so, provide such suggested language. If not, explain why such language could not be added or is unnecessary.

**Windstream's Response:** Language could be added indicating that a party may request action within a shorter period of time as follows: "If a resolution of the dispute, controversy or claim is not reached within ninety (90) days of the initial written request referred to in this Section 26, or a shorter time period if provided by an applicable federal or state statute or regulation, the dispute, controversy, or claim may be filed with the State utility commission or the Federal Communication Commission, if applicable, for review and determination, provided the party invoking the commission's intervention process has in good faith negotiated, or attempted to negotiate, with the other party pursuant to this Section 26."

- c. Explain why Windstream East contends that it would be reasonable for a "party seeking discovery shall reimburse the responding party the cost of reproducing documents (to include search time and reproduction time costs)."

**Windstream's Response:** Windstream East contends that in an alternative dispute arrangement it is reasonable for a party seeking discovery to reimburse the responding party because it is common to limit discovery and Windstream believes it is appropriate to allocate costs to the party requesting the discovery.

3. Refer to Windstream East's response to Commission Staff's Second Request for Information (Staff's Second Request), Item 3.

- a. Explain the circumstances under which each fee is charged.

**Windstream's Response:**

**One Time Agreement Fee:** this fee would only be assessed if a party requests a standalone contract with Windstream. This fee covers the cost of setting up specific rates, terms, conditions, and procedures under which Windstream will provide a new telecommunications carrier access to Windstream's poles for the purpose of attaching wireline facilities.

**Application Pole License Fee:** this fee is charged each time Windstream receives an application for access to its poles for the purpose of attaching wireline facilities. As

provided in Windstream's Second response, there are costs associated with reviewing these applications that arise solely from the attacher's request.

Pole Removal Verification Fee: this fee is charged when an attacher removes its own equipment from a Windstream pole and Windstream has to verify that the attachment and associated equipment has been removed.

Additional Field or Engineering Fee: this fee is charged each time Windstream has to have an engineer travel to the pole site to validate items in the field. This could also apply if an engineer must verify the status of any potential problems if there has been a question or change relating to a pole.

- b. Explain the work required to be performed for each component of each fee.

**Windstream's Response:**

One Time Agreement Fee: Every agreement requires work to be performed by a Pole Attachment Analyst, Windstream's Legal and Risk Management Departments, and Business Unit Leaders. Specifically, the Pole Attachment Analyst reviews the proposed pole attachment agreement and begins redlining the document. Once both parties come to an agreement on the terms, they upload the executed agreement into our document retention database. Windstream's Legal department reviews the agreement and conducts research in accordance with state and federal laws. Then the Risk Management department reviews the agreement for potential issues related to insurance and/or bond requirements. Lastly, the Business Unit Leaders review and analyze the final version of the agreement.

Application Pole License Fee: Every application requires work to be performed by a Permit Analyst, Pole Attachment Analyst, and an Engineer. Specifically, the Permit Analyst prepares and files the required documents to obtain the necessary permits/licenses for each application. The Pole Attachment Analyst works with engineering to bill the application fee once the application is fully approved.

Pole Removal Verification Fee: Every pole removal verification requires work to be performed by an Engineer. Specifically, the Engineer travels to the pole site and verifies whether an attacher has properly removed an attachment from the pole. Also, the Engineer inspects whether any drawings or CAD/e work is needed.

Additional Field or Engineering Fee: The work is performed by an Engineer who travels to and from the pole site to validate items in the field. In other instances, the Engineer also verifies the status of any potential problems if something has been questioned or is changed.

- c. Explain whether the hourly rates consist of just base pay. If Overheads are included, provide a breakdown of the hourly rates by base pay and overheads, including support for the overhead amounts.

**Windstream's Response:** The hourly rates consist of base pay only and do not include overhead expenses.

4. Refer to Windstream East's response to Staff's Second Request, Item 6. Provide a copy of Windstream East's proposed tariff with red line edits addressing such objections in response to this request.

**Windstream's Response:** Please see Exhibit A.

**Responding Witness to Items 1(a), 1(b), 2(a) – (c), 2 and 3 (a) – (c): Amanda Brown**

VERIFICATION

STATE OF Arkansas )  
COUNTY OF Pulaski )

The undersigned Amanda Brown, being duly sworn, deposes and says that she is a Director-wholesale Operations that she has personal knowledge of the matters set forth in the foregoing responses and exhibits, and that the answers contained therein are true and correct to the best of her information, knowledge and belief

Amanda Brown

Subscribed and sworn to before me this 7<sup>th</sup> day of July 2022, by Amanda Brown

My commission expires 04/04/2026

Luis Aguirre

NOTARY PUBLIC

LUIS AGUIRRE  
PULASKI COUNTY  
NOTARY PUBLIC - ARKANSAS  
My Commission Expires April 04, 2026  
Commission No. 12687605

**CERTIFICATE OF SERVICE**

I hereby certify that on July 7, 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.

*/s/ Robert C. Moore*

Robert C. Moore

**EXHIBIT A**  
**REDLINED TARIFF**