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BEFORE THE

PUBLIC UTILITIES COMMISSION OF OHIO

THE DAYTON POWER AND LIGHT COMPANY

CASE NO. 06-1509-EL-CSS

DIRECT TESTIMONY
OF JOHN KENTON

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I. INTRODUCTION

Q. Please state your name and business address.

A. My name is John Kenton. My business address is 1900 Dryden Rd. Dayton OH 45439.

Q. By whom and in what capacity are you employed?

A. I am employed by The Dayton Power and Light Company ("DP&L" or "Company") as Supervisor Design Engineering.

Q. Will you describe briefly your educational and business background?

A. I have a high school education and approximately two years of higher education.

Q. How long have you held your present position?

A. I assumed my present position in February 25, 2005. Prior to that, I was a design technician, tester class C, distribution engineer B, general property records clerk, substation electrician, and others at DP&L. I have worked at DP&L since 1966.

Q. What are your responsibilities in your current position and to whom do you report?

A. In my current position, I share the responsibility for supervising approximately 18 design technicians, developing, and maintaining training and progression testing. I report to the Director of Transmission and Distribution of DP&L.

Q. What are the purposes of this testimony?

A. The purposes of this testimony are to support and explain: (1) that AT&T never asked either orally or through the established proposal process for a rental contact fee to be paid to it for a cable television contact on a pole owned by DP&L; (2) that AT&T agreed to permit the attachment of cable television facilities within AT&T's claimed three feet of

space; and (3) my understanding of how the pole ownership balance of approximately 50/50 was maintained in the late-1970s and early-1980s.

II. AT&T DID NOT REQUEST PAYMENT OF ATTACHMENT FEES ASSOCIATED WITH THE CABLE TELEVISION EXPANSION

Q. Do you know approximately when cable television companies first asked DP&L to prepare for the planned installation of their facilities?

A. Yes, my recollection is that it was sometime in the mid-1970s. I was a general property record clerk at the time with plans to be a distribution engineer. The volume of work that was going to be required necessitated that more distribution engineers would be needed, and I was accepted to join the department to work on this task.

Q. Did you work with AT&T to accommodate cable television attachments to joint use poles?

A. Yes I did. My directive was that DP&L and AT&T agreed that we would seek the most economical way for all parties to accommodate cable television attachments to joint use poles. I was told that AT&T had demanded that its attachments must remain as the lowest attachments on all joint use poles that involved DP&L, AT&T, and new cable television attachments. In general, the most economical solution to permit the attachment of cable television facilities would be for either AT&T to lower its attachments or DP&L to raise its attachments. The least economical solution generally would be replacement of the pole. Determining how to accommodate cable television's attachments was accomplished by what was called a "walk out." Poles were examined by either all three entities or by the pole owner and the cable television company. In all cases, the company required to do the work was notified and either accepted or rejected the solution. If that

1 party rejected the solution, a new agreeable solution, sometimes involving all three
2 parties, would be found.

3 **Q. Did AT&T ever object that the cable television attachments on joint use poles were**
4 **being made in its claimed three feet of space?**

5 A. No. As described above, AT&T agreed to the placement of cable television attachments
6 on joint use poles.

7 **Q. To your knowledge, did AT&T ever request or propose that it should receive the**
8 **rental contact fees for cable television attachments on DP&L-owned poles?**

9 A. No. As a distribution engineer one of the duties involves preparing Joint Use Proposals.
10 This is the document used to establish a rental contact by a foreign company on a pole
11 owned by DP&L or AT&T. I have been involved with these proposals starting in 1969,
12 as a general property records clerk, to the present. In that time, I know of no case where
13 a pole rental contact fee was paid to someone other than the owner of the pole, or that a
14 request for such treatment was made.

15 **III. POLE OWNERSHIP BALANCE WAS 50/50 IN THE EARLY 1980s**

16 **Q. Do you know whether the number of joint use poles owned by DP&L and AT&T**
17 **was ever approximately 50/50?**

18 A. Yes. During the mid-1970s to early-1980s, I worked in DP&L's records department and
19 as a design engineer. During that time, it was my understanding that pole ownership
20 balance was approximately 50/50. I left my position as a design engineer in 1982, and at
21 some time after that date, the current imbalance arose.

1 **Q. Can you explain the process by which DP&L and AT&T would decide who should**
2 **set new poles during the mid-1970s to early-1980s?**

3 A. Yes. During that time, many residential plats were being installed in the area. When a
4 developer would contact DP&L requesting distribution service for the plat, I would
5 contact the DP&L records department, which had responsibility to keep track of the
6 number of joint use poles owned by DP&L and AT&T. The person in the DP&L records
7 department would tell me whether DP&L or AT&T was the "pole-setting party" -- i.e.,
8 whose turn it was to set the poles. I would confirm the identity of the pole-setting party
9 with my counterpart at AT&T. Once DP&L and AT&T were in agreement as to who
10 was the pole-setting party (we always were in agreement, in my experience), then that
11 party would set the poles.

12 **Q. Can you explain why you understood that there was a 50/50 balance at that time?**

13 A. Yes. While I do not recall ever asking how many poles each party owned, I did know
14 that Operating Routine, ¶ 10.101(a) provided that an imbalance in pole ownership should
15 be cured "[b]y having the company owning the smaller number of joint poles set the
16 majority of new poles." I worked regularly with the Operating Routine during that time,
17 and I was never provided any documents or told anything that suggested that ¶ 10.101(a)
18 had been altered or superseded.

19 Further, during that time, the identity of the "pole-setting party" for new plats alternated
20 between DP&L and AT&T, and each party was setting approximately the same number
21 of poles. It was thus my understanding at that time that the pole ownership balance was
22 approximately 50/50.

1 **IV. CONCLUSION**

2 **Q. *Does this conclude your direct testimony?***

3 **A. Yes, it does.**

CERTIFICATE OF SERVICE

I certify that a copy of the foregoing Direct Testimony of John Kenton has been served via the method indicated below, upon the following counsel of record, this 31st day of August, 2007:

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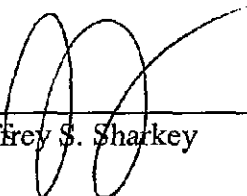
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