FILE

BEFORE THE

PUBLIC UTILITIES COMMISSION OF OHIO

THE DAYTON POWER AND LIGHT COMPANY

CASE NO. 06-1509-EL-CSS

DIRECT TESTIMONY OF GEORGENE H. DAWSON

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ON BEHALF OF
THE DAYTON POWER AND LIGHT COMPANY

TABLE OF CONTENTS

I. INTRODUCTION

Q. Please state your name and business address.

A. My name is Georgene Hall Dawson. My business address is 1900 Dryden Rd. Dayton, Ohio 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 Manager, Real Estate Services.

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

A. I received a Bachelor of Science degree in Biology from the University of Dayton in 1971 and a Masters in Business Administration from the University of Dayton in 1981. Prior to joining DP&L, I worked for Procter and Gamble Company in Market Research and the Kettering Research Laboratory in Yellow Springs as a Research Assistant until December of 1975 when I joined DP&L.

Q. How long have you been in your present position?

A. I assumed my present position in October, 2003. Prior to that, I have worked in many different functions with the Company, both in the corporate division in Environmental Management, and in various management positions within the Service Operations division.

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

A. In my current position, I am responsible for the department that handles all real estate transactions, secures rights-of-way and I personally manage the joint use contracts. I

report to the Director of Operations, Service Operations. Approximately 60% of my time is devoted to managing joint use contracts, including the initial intake and processing of requests for attachments, reconciliation of pole costs, monitoring on-going compliance with contract terms, general oversight of expenses and charges related to the joint use process, and being the initial point of contact to resolve disputes, answer questions, and facilitate the joint use process.

Q. What is the purpose of your testimony?

A. The principal purposes of my testimony are to support and explain: (1) the current joint pole ownership balance between DP&L and AT&T; (2) the negotiations leading to Schedule A to the Operating Routine; (3) that AT&T is not entitled to revenue from third parties' attachments to DP&L's poles; (4) that AT&T's arguments regarding how the Deficiency Payments should be applied are inconsistent with the parties' historic billing practices; and (5) that DP&L was entitled to stay AT&T's right to make new attachments to DP&L-owned poles.

II. POLE BALANCE

Q. Do the Agreements between DP&L and AT&T provide for a 50/50 pole balance?

A. Yes, as explained by DP&L Witness Seger-Lawson, they do.

Q. Can you identify the current pole balance?

A. Yes. DP&L currently owns approximately 38,804 joint use poles and AT&T owns approximately 23,456 joint use poles. DP&L thus owns approximately 62% of the joint

use poles, while AT&T owns approximately 38%. Joint pole ownership is thus significantly out-of-balance.

Q. How long has joint pole ownership been out-of-balance?

A. As an initial matter, DP&L does not assert that the parties should own precisely the same number of poles, since inevitably one party will own a few more poles than the other. As to the imbalance, DP&L's records do not identify the length of time that joint pole ownership has been significantly out-of-balance. As DP&L Witness Kenton explains, DP&L and AT&T owned approximately the same number of poles in the early 1980s. At some unknown point after that time, the significant imbalance developed. The significant imbalance has existed since at least 1991 (when the imbalance totaled 14,307 poles). Since at least 1991, DP&L has been absorbing the excess costs of owning between 60% and 62.5% of the joint use poles. Since 1998, the total number of poles out of balance has been slowly, but steadily growing. Attachment 1 shows how many joint use poles have been owned by each party for each year starting with 1991.

Q. Are the pole ownership numbers set forth in Attachment 1 in dispute?

A. Not to my knowledge. Each month, AT&T and DP&L go through a "recapitulation" process that results in an agreement signed by both that specifies the number of joint use poles that each owns. The numbers in Attachment 1 are supported by the monthly recapitulation agreements.

Q. Can you describe how poles are designated to be used jointly by DP&L and AT&T?

A. Yes. When new poles are to be set within the shared service territory by either party, the other party is notified by proposal of the location, size and class of the proposed new poles, and whether the poles are appropriate for joint use. If the poles are appropriate for joint use, then the other party may attach to those poles by responding to the proposal with an affirmative designation of the poles to which that party would like to attach. If the use by the other party will require stronger or taller poles than standard, the pole owner will include the billing for the additional height and strength in the responding proposal. If the non-pole owner is not interested, then it is still expected to respond to the proposal saying it is not interested in attaching.

In addition, either party can request to attach to existing poles to which it is not attached. Using the proposal process the requesting party would identify the poles to which it would like to attach and indicate whether or not the pole is currently jointly used by the parties. The pole owner must respond to the request to attach by indicating its agreement or why the pole is inappropriate for attachment. If attachment can be made but will require a taller pole than standard to accommodate the new attachment, then the attaching party will be billed for the sacrifice value of the existing pole and the additional cost of the taller pole.

Q. When DP&L is attaching to an AT&T pole, does DP&L regularly need a pole taller than standard to be installed?

A. Yes. Due to DP&L's needs for space on a pole, DP&L regularly pays AT&T for a pole taller than standard to be installed.

While I cannot quantify precisely how often DP&L has paid to have taller poles installed, I reviewed seven months of proposals closed during 2007 (January 2007 through June 2007) in order to estimate how often DP&L paid for a taller pole to be installed. That analysis showed that DP&L frequently paid AT&T to install a pole taller than standard. Specifically, in proposals closed over that time frame, DP&L requested to attach to or AT&T needed to replace a total of 52 poles to which DP&L was already attached. DP&L paid excess height for 33 of those poles. As DP&L Witness Seger-Lawson explains, the fact that DP&L has paid AT&T to install taller poles demonstrates that, to the extent that the Commission is inclined to allocate pole ownership shares and costs based on the amount of space on a pole used by a party, the Commission should exclude from the allocation the extra space that DP&L has already paid for.

Q. Can poles be removed from joint use?

A. Yes. There are several reasons that poles that were joint use poles can be eliminated from joint use. For example, if a pole line is relocated and the attaching party chooses to use a different route or put its facilities underground, then it must notify the pole owner using the proposal process that it will be removing its attachments from those poles. As another example, if a pole owner decides to eliminate a pole altogether, then the attaching party can decide to buy the existing pole and the original owner will remove its attachment.

Q. Can you describe the monthly process for establishing numbers of joint use poles owned by each party?

A. Yes. Each month the proposal clerks from both companies recapitulate the number of attachments each company has on the other company's poles ("recap"). The process used is to create a spreadsheet that tracks the proposals closed during the month just completed and tallies the new attachments, attachments removed, transfers and not interested responses to adjust the count of joint use poles. Clerks for DP&L and AT&T sign off on the count to indicate their agreement with the numbers. If there is any difference between the recap results, the clerks are usually able to determine the source of the difference and resolve the issue. If they are not able to resolve the issue, then they raise the issue to the person responsible for managing the contract. That has not occurred since I have been involved with joint use contracts.

Q. Has DP&L asked AT&T to rectify the imbalance in pole ownership?

A. Yes. While I do not know what requests were made by DP&L prior to 2003 when I assumed my current position, since that date, DP&L has asked AT&T to take action to rectify the imbalance. To date, AT&T has not taken any steps to install or replace joint use poles in amounts sufficient to reduce the imbalance.

In addition, starting around September 2006, when AT&T would submit an application to attach to existing DP&L poles, DP&L asked AT&T to purchase those poles (pursuant to Operating Routine ¶ 10.101(b)) to begin to correct the imbalance. AT&T initially refused to purchase additional poles, and, on at least one occasion, placed its facilities underground instead. DP&L Exs. 53-54. Since September 2006, AT&T has purchased 31 poles, while rejecting or ignoring requests to purchase an additional 139 poles. Most

of the purchases were after the imposition of the suspension of AT&T's right to make new attachments to DP&L-owned poles.

Further, DP&L has filed a complaint with the Montgomery County Common Pleas Court and a counterclaim in this action asking that AT&T be ordered to take steps to correct the imbalance; AT&T has opposed DP&L's efforts in both proceedings.

III. SCHEDULE A

Q. Can you describe Schedule A?

A. Yes. Paragraph 11.401(a) of the Operating Routine (DP&L Ex. 4) provides that Schedule A is "to be used for billing of the values of pole costs." Schedule A contains agreed-upon values for poles in place, based upon the pole's height. The currently-operative Schedule A is DP&L Ex. 9, which was agreed to in 2006.

Q: Can you describe the negotiation process that led to the 2006 Schedule A?

A: Yes. In September 2004, DP&L sent a Schedule A proposal to AT&T that included a matrix of values by pole height, pole class, vintage, and with two categories of poles based upon whether the pole was "accessible by truck" or "not accessible by truck." DP&L proposed the latter split because removal and installation costs are generally higher for poles that are not accessible by truck. AT&T reviewed the proposal and countered with a proposal that accepted the lower category of costs (the truck accessible costs), eliminated the category of inaccessible poles by making those poles also subject to the lower category of costs, and eliminated the varying pole classes by combining them all into one category. For several months, while AT&T and DP&L were attempting to

reach a settlement to resolve issues before the Commission now, no further action was taken. On October 16, 2006 Grace Sury of AT&T sent me an e-mail asking me whether we wanted to finalize and execute Schedule A. On March 1, 2006 AT&T signed the 2006 Schedule A and on October 25, 2006, DP&L signed it.

Q: Schedule A has varying cost data by vintage and height. Is this cost data from DP&L's and AT&T's books and records or from some other source?

A: DP&L's books and records do not separately account for pole costs by height, and I understand that AT&T similarly does not separately track cost data by height. The Schedule A values are therefore based on cost estimates made by DP&L and AT&T. DP&L's estimates were made by its engineering department using its Work Estimating System and construction review process. Hourly charges are based on a blended rate of DP&L and contractor costs. I do not know the extent to which AT&T replicated these kinds of estimates to determine that these costs were also appropriate for the poles that it owned. But, because it agreed to these values, AT&T's costs should be consistent with DP&L's costs.

Q: Were there any statements made by AT&T regarding the agreed-to values?

A: Yes. Grace Sury of AT&T told me that the agreed-to Schedule A amounts were at the high end of pole installation rates but were within the range of other AT&T agreements.

IV. THIRD-PARTY POLE ATTACHMENTS

Q. Pursuant to Operating Routine ¶ 1.308, AT&T asserts that it is entitled to receive the revenue that DP&L has received from the attachment of third party communications circuits to DP&L's poles. Do you address that issue?

A. Yes, in part. DP&L Witness Seger-Lawson addresses whether AT&T is entitled to receive that revenue under Operating Routine, ¶ 1.308. Assuming for the sake of argument that AT&T would be entitled to some or all of that revenue, I address: (a) whether AT&T has waived that right; and (b) AT&T's calculation of the amounts allegedly owed to it for past attachments. I also respond, in part, to AT&T's claim that it is entitled to exclusive use of three feet of space on DP&L's poles.

A. AT&T HAS WAIVED ANY RIGHT IT MAY HAVE HAD TO PAST REVENUE THAT DP&L RECEIVED FROM THIRD-PARTY ATTACHMENTS

Q. When a third party attaches to a DP&L pole, to whom does it pay an annual attachment fee?

A. Generally, pursuant to DP&L's tariff, that party pays an attachment fee of $3.50 to DP&L. That practice has been in place for many years (though the $3.50 rate has been in place only since 1991). (Some ILECs and municipalities pay a different rate pursuant to contract.)

Q. When did AT&T first claim that it was entitled to some or all of that revenue?

A. AT&T did not raise the issue until approximately 2005, after I approached AT&T regarding resetting the Deficiency Payment. To the best of my knowledge, before 2005,

AT&T never asserted that it was entitled to receive any revenue from third-party attachors to DP&L's poles.

Q. Was AT&T aware that third parties were attaching to DP&L's poles?

A. Yes, AT&T has provided discovery responses that demonstrate that it was aware of such attachments since at least 1995. DP&L Ex. 22. See also DP&L Exs. 23-24, 62, 74 & 77. In addition, as discussed in the testimony of DP&L Witness Kenton, Time Warner Cable began attaching to poles owned by DP&L and AT&T in the 1970s, and DP&L and AT&T worked together to administer those attachments. Despite that knowledge, AT&T did not request and did not take any action to attempt to collect revenue that DP&L was receiving from third-party attachors. DP&L believes that AT&T's failure to raise the question earlier constitutes demonstrates that AT&T has no basis to claim past third-party attachment revenue.

B. AT&T'S CALCULATION OF THE AMOUNT OF THIRD-PARTY REVENUE IS FLAWED

Q: Can you identify the assumptions made in the FCC formula as to number of attachments, and explain whether those assumptions are applicable to the joint use poles at issue?

A: Yes. The FCC formula assumes that for rural areas, there will be an average number of 3 attachments per pole, including the electric utility. Applied with respect to the joint use poles at issue here, that would mean attachments by DP&L, AT&T and one other attachor. For urban areas, the FCC formula assumes 5 attachments, including the electric utility.

DP&L data shows that there are even fewer attachments to DP&L-owned poles on average than the FCC formula assumes for rural areas. The facts which explain this data are that Dayton's service territory is largely rural and there are not multiple Cable Television companies within a single area. The DP&L data to which I refer is based on actual charges to attachors.

Q: Please describe the actual charge data and how that relates to the number of average attachments that may exist per pole.

A: Attachment 2 shows the actual charges made by DP&L to entities that attach to poles that DP&L owns and the number of poles/attachments for which charges are made. For reasons of customer confidentiality, I have excluded the names of the entities, except with respect to AT&T. As the data on Attachment 2 establishes, for 2005, there are a total of 154,743 attachments across DP&L's service territory, and DP&L has 322,629 total distribution poles. This means that in addition to DP&L, which attaches equipment to its own poles of course, there is an average of only 0.48 attachments per pole (including AT&T's attachments and attachments by other Incumbent Local Exchange Carriers (ILECs)). The average number of attachments of non-ILEC attachors (primarily competitive local exchange carriers, Cable TV, and street lighting) is even lower: 0.34 attachments per average DP&L pole.

Q: Does this data have implications with respect to the issue of third-party revenues?

A: Yes, it does. DP&L Witness Seger-Lawson explains from a policy and contractual perspective why AT&T's claim for third-party revenues should be rejected. In addition, DP&L Witness Guglielmetti testifies that there are no third-party attachors in AT&T's

"space" on DP&L's pole. I am presenting data that shows that even if one accepted AT&T's claim that it has some right to such revenues, it has grossly overestimated the amounts.

Q: Please explain.

A: To calculate the amount of third-party attachment revenues for communication circuits on joint use poles, the first step is to eliminate from consideration the revenues DP&L receives from ILECs other than AT&T. These are entities such as Verizon and Sprint that have their own service territories that are separate from AT&T's service territory.

The second step is to compare revenues from non-ILEC attachments earned on all of DP&L poles, to the ratio of DP&L poles occupied by AT&T divided by total DP&L poles. As of year end 2005, AT&T was attached to 38,756 DP&L poles out of a total of 322,629 DP&L-owned poles, or 12.01%. The total amount of revenue from non-ILEC attachors in 2005 was $387,623.92, which means that even if one accepted AT&T's theory that it is entitled to the third-party revenues of every attachor on a joint use pole owned by DP&L, the outside limit of AT&T's claim could be only about $47,000 per year at DP&L's current tariff rate and only $34,000 at AT&T's current tariff rate.

In addition, AT&T mistakenly assumes that all so-called "third-party" attachors are the third party on the pole. In fact, AT&T is often the "third party" on the pole. In this regard, I would note that Cable TV has more attachments within DP&L's service territory than all of the ILECs put together. When AT&T seeks to attach to an existing DP&L-owned pole that already has a Cable TV attachment on it, there is no reason that AT&T

would be entitled to the revenue received by DP&L from the Cable TV Company. I cannot quantify the number of times when AT&T is the "third party" on the pole, but I can identify two recent examples of this. DP&L Ex. 33 is an e-mail from an AT&T employee verifying that AT&T was, and knew that it was, seeking attachments in 2006 to DP&L poles along Rte. 725 in Bellbrook to which Cable TV attachments had already been made. I have also reviewed records relating to AT&T's request in 2006 to attach to approximately 73 DP&L poles along and near Krepps Road, Xenia. A large number of those poles had Cable TV attachments on them before AT&T even requested that they be designated as joint use poles.

Q: In AT&T's calculation of the amount of third-party revenue to which it is entitled (DP&L Ex. 28), AT&T assumes that there are 1.5 attachments per joint use pole in addition to DP&L's and AT&T's attachments. Is there any basis for an estimate of 1.5 additional attachments per DP&L joint use pole?

A: No. During the course of the parties' settlement negotiations, I had a casual conversation in 2006 over lunch with Grace Sury and Ann Kendall where the topic came up. Based on some equally informal discussions that I had had with project engineers, I told Ms. Sury and Ms. Kendall that there were perhaps as many as 1.5 additional attachments per pole. There was no study or background data developed in support of that statement, which is best characterized as a very rough guess on my part that was made as a part of an effort to settle this case. To the extent that AT&T is continuing to use this figure from our lunch conversation, AT&T is ignoring the hard data provided to it during discovery in this case showing significantly fewer than 1.5 attachments per pole. DP&L has provided AT&T

with the revenue data described above that shows about 0.34 "other attachors" to the average pole owned by DP&L and a 40,000 entry spreadsheet that shows an average of about 0.8 "other attachors" to joint poles owned by DP&L.

C. AT&T'S CLAIM THAT IT IS ENTITLED TO EXCLUSIVE USE OF THREE FEET OF SPACE ON DP&L'S POLES IS INCORRECT

Q. AT&T claims that DP&L has permitted third parties to attach in the three feet of space that is reserved to AT&T pursuant to 1930 Agreement, Art. I (definition of "Standard Space"). Has DP&L permitted third parties to attach in such space?

A. No, for two reasons.

First, when AT&T submits a request to attach to a DP&L pole, AT&T has never to my knowledge identified a particular three feet of that pole that it wanted reserved for its exclusive use. AT&T has, however, repeatedly stated that it wants to be the lowest attachor on DP&L's poles. Thus, AT&T's "space" on joint use poles extends six inches up from its attachment (half of the required one foot of clearance) and down two feet six inches. As DP&L Witness Guglielmetti explains, the records that have been reviewed indicates that there are virtually no instances where third parties have attached in that space.

Second, Operating Routine, ¶ 1.302 states:

> "where practicable and mutually agreeable, the companies shall cooperate in allocating the available space on new or existing poles in accordance with the requirements of each party in order to avoid the use of excess height poles or the premature replacement of existing poles."

As explained above, AT&T has long been well aware of the fact that third parties were attached to DP&L's poles. In addition, as DP&L Witness Kenton explains, when Time Warner Cable was first installing its facilities in the 1970s, DP&L and AT&T worked together to administer those attachments, including where on DP&L's joint use poles Time Warner Cable would attach. Many (if not all) of DP&L's poles would have needed to be replaced if AT&T's three feet of exclusive space was intended to be three feet above its attachments. Pursuant to Operating Routine, ¶ 1.302, DP&L and AT&T have cooperated regarding the allocation of space on DP&L's joint use poles to eliminate the need to replace those poles unnecessarily.

V. THE DP&L CHARGES BASED ON THE TOTAL DIFFERENCE IN POLE OWNERSHIP ARE CONSISTENT WITH HOW THE PARTIES HAVE TRADITIONALLY INTERPRETED THE AGREEMENT

Q. Are you sponsoring any information that would relate to AT&T's claim that it has been overcharged by DP&L for the imbalance

A. Yes. DP&L Witness Seger-Lawson is addressing this issue in more detail. In addition to her testimony, I would note that this is an issue like the third party revenue issue, in that AT&T raised this with me only after I approached it with proposals that it reduce the imbalance or pay a reset Deficiency Payment amount. I have researched our records and found no indication that the parties have ever based an invoice on the difference between one owners' ownership interest in joint use poles and a 50% level. For the invoices I was able to locate, DP&L Exs. 14-18, 67 and 70 show that in the years 1996, 1998, 1999, 2000, 2001, 2002, 2003, 2004, and even 2005 when AT&T disputed the rate, AT&T paid an invoiced amount based on the per pole rental multiplied by the total difference in poles

owned by each. I have also compared the invoiced amounts to the recapitulation agreements that are made each month and it is clear that the pole counts used in the invoices match with the pole counts on the September recapitulation sheets. As representative samples, DP&L Exs. 66-67 and 68-69 are the September recap, invoice and payment stub for 1996 and the September 2004 recapitulation sheet and the invoice issued in September 2004 that is based on those pole counts.

VI. THE DP&L-IMPOSED STAY OF AT&T'S RIGHT TO ATTACH TO DP&L-OWNED POLES COMPLIED WITH THE PARTIES' AGREEMENTS

Q. Did DP&L impose a stay of AT&T's right to make new attachments to DP&L-owned poles?

A. Yes. That stay was in effect from December 6, 2006 to May 8, 2007.

Q. Why did DP&L impose that stay?

A. 1930 Agreement, Art. XIII provides for the periodic adjustment of the Deficiency Payment. DP&L send notice that it was invoking that Article to AT&T on November 12, 2004 (DP&L Ex. 8), and pursuant to Art. XIII, the new rental rate went into effect on March 17, 2005. DP&L sent invoices to AT&T on December 22, 2005 and October 26, 2006 (DP&L Exs. 71 & 55) based upon DP&L's calculation at that time of what the Deficiency Payment should be for the periods October 1, 2004 – September 30, 2005, and October 1, 2005 – September 30, 2006, respectively. AT&T refused to pay those invoices.

The 1930 Agreement provides:

> "If either party shall make default in any of its obligations under this contract and such default continue thirty (30) days after notice thereof in writing from the other party, all rights of the party in default hereunder shall be suspended, including its right to occupy jointly used poles, until such default has been made good, and in addition and without affecting such suspensions, if the Owner shall fail to perform its obligations hereunder to properly maintain and to promptly renew joint poles after thirty days notice from the Licensee, the Licensee shall have the right to maintain such poles or to renew the same at the expense of the Owner and it shall be the duty of the Owner to immediately reimburse the Licensee for such expense upon the rendition of bills therefor."

1930 Agreement, Art. XIV.

Pursuant to that Article, based upon AT&T's failure to pay those invoices, DP&L could have ordered AT&T to remove its attachments from all DP&L-owned poles. DP&L concluded that the magnitude of AT&T's default did not warrant taking that step. DP&L thus implemented the lesser remedy of staying AT&T's right to make new attachments to DP&L-owned poles. DP&L Ex. 57.

On March 28, 2007, the Commission issued an Entry that provided that DP&L was to permit AT&T to resume attaching to DP&L's poles if AT&T paid the outstanding invoices at issue. On May 8, 2007, AT&T paid those invoices, and DP&L lifted the stay.

Q. AT&T claims that it was injured by the stay. Can you respond?

A. Yes. I have two points to make in response.

First, to the extent that AT&T suffered any injury, that injury was self-inflicted. AT&T could have taken several steps to avoid that claimed injury. The easiest action AT&T

could have taken was to pay the invoices at issue. In addition, AT&T owns significantly fewer joint use poles than DP&L, and the parties' Agreement provides that the imbalance could be corrected, "[b]y permitting the company owning the smaller number of joint poles to make an outright purchase of a sufficient number of poles owned by the other party." Operating Routine, ¶ 10.101(b). AT&T could have (and should have) purchased the poles at issue, and then attached to them, which would have had the dual effect of eliminating AT&T's claimed injury and lessening the pole ownership imbalance. AT&T, however, has refused to purchase poles from DP&L. As another alternative, AT&T could have placed its facilities underground, which AT&T has done in at least one instance in lieu of buying DP&L's poles. DP&L Exs. 53-54.

Second, in any event, I believe that AT&T's claim that it suffered injury is baseless. As an initial matter, when it suited AT&T, it simply ignored the stay. Specifically, while the stay was in place, AT&T placed attachments on DP&L's poles in the Krepps Road area. DP&L Ex. 75. Having ignored the stay, AT&T should not be claiming that the stay injured it.

Third, DP&L's Notice imposing the stay stated "DP&L will entertain a request from AT&T to attach to DP&L's poles in particular cases involving safety or life, protection of property or other exigencies. Under these limited circumstances, DP&L will lift the suspension in specific instances to accommodate AT&T's identified requirements." DP&L Ex. 57, p. 6. AT&T never sought to invoke that exception to the stay.

VII. CONCLUSION

Q. Does this conclude your direct testimony?

A. Yes, it does.

Year	DPL Owned	ATT Owned	DPL Ratio	ATT Ratio		payment
1991	38606	24299	62.53%	38.63%	14307	
1992	38315	24328	62.06%	38.84%	13987	
1993	38050	23956	61.63%	38.63%	14094	
1994	38035	23788	61.61%	38.48%	14247	
1996	37965	23774	61.49%	38.51%	14191	$ 49,668.50
1997	37973	23761	61.51%	38.49%	14212	$ 49,742.00
1998	38095	23653	61.69%	38.31%	14442	$ 50,547.00
1999	38565	23582	62.05%	37.95%	14983	$ 52,440.50
2000	38875	23548	62.28%	37.72%	15327	$ 53,644.50
2001	38716	23474	62.25%	37.75%	15242	$ 53,347.00
2002	38716	23474	62.25%	37.75%	15242	$ 53,347.00
2003	38705	23473	62.25%	37.75%	15232	$ 53,312.00
2004	38711	23468	62.26%	37.74%	15243	$ 53,350.50
2005	38739	23465	62.28%	37.72%	15274	$ 53,459.00
2006	38804	23456	62.33%	37.67%	15348	0

ATTACHMENT 1

Identity #	Category	2002 # Contacts (poles) on DP&L	2002 Amount billed by DP&L	2002 Billing	2003 # Contacts (poles) on DP&L	2003 Amount billed by DP&L	2003 Billing	2004 # Contacts (poles) on DP&L	2004 Amount billed by DP&L	2004 Billing	2005 # Contacts (poles) on DP&L	2005 Amount billed by DP&L	2005 Billing	2006 # Contacts (poles) on DP&L	2006 Amount billed by DP&L	2006 Billing
1	Cable	5499	$ 3.50	$ 19,246.50	5499	$ 3.50	$ 19,246.50				5,635	$ 3.50	$ 19,722.50	5,624	$ 3.50	$ 19,684.00
6	Cable	4724	$ 3.50		4724	$ 3.50	$ 16,534.00				4,724	$ 3.50	$ 16,534.00	4,724	$ 3.50	$ 16,534.00
14	Cable				266	$ 3.50	$ 931.00	266	$ 3.50	$ 931.00	266	$ 3.50	$ 931.00	266	$ 3.50	$ 931.00
16	Cable				9	$ 3.50	$ 31.50	49	$ 3.50	$ 171.50	49	$ 3.50	$ 171.50	49	$ 3.50	$ 171.50
17	Cable	345	$ 3.50	$ 1,207.50	345	$ 3.50	$ 1,207.50	345	$ 3.50	$ 1,207.50	345	$ 3.50	$ 1,207.50	345	$ 3.50	$ 1,207.50
25	Cable	98469	$ 3.50	$344,641.00	98512	$ 3.50	$344,792.00	98563	$ 3.50	$344,970.50	98,591	$ 3.50	$345,068.50	98,770	$ 3.50	$345,695.00
8	CLEC															
13	CLEC				184	$ 3.50	$ 644.00	184	$ 3.50	$ 644.00	184	$ 3.50	$ 644.00			
15	CLEC				531	$ 3.50	$ 1,858.50	531	$ 3.50	$ 1,858.50	555	$ 3.50	$ 1,942.50	555	$ 3.50	$ 1,942.50
18	CLEC				284	$ 3.50	$ 994.00	284	$ 3.50	$ 994.00	286	$ 3.50	$ 1,001.00	286	$ 3.50	$ 1,001.00
19	CLEC				94	$ 3.50	$ 329.00	94	$ 3.50	$ 329.00	94	$ 3.50	$ 329.00	94	$ 3.50	$ 329.00
3	Other				19	$ 3.50	$ 66.50	19	$ 3.50	$ 66.50	19	$ 3.50	$ 66.50	19	$ 3.50	$ 66.50
4	Other				7	$ 2.00	$ 14.00									
9	Other				60	$ 2.00	$ -									
10	Other				6	$ 2.36	$ 14.16									
12	Other				24	$ 2.36	$ 56.64	24	$ 2.36	$ 56.64	24	$ 2.36	$ 56.64	24	$ 2.36	$ 56.64
20	Other				79	$ 3.50	$ 276.50									
21	Other				14	$ 3.50	$ 49.00									
26	Other				118	$ 2.36	$ 278.48									
28	Other				118	$ 2.36	$ 278.48	118	$ 2.36	$ 278.48	118	$ 2.36	$ 278.48	118	$ 2.36	$ 278.48
29	Other				4	$ 2.00	$ 8.00									
31	Other				6	$ 2.36	$ 14.16									
3rd Party Revenue				**$365,095.00**			**$387,623.92**			**$351,507.62**	**110,890**		**$387,953.12**			**$387,897.12**
											0.343707					
2	ILEC				1309	$ 7.20	$ 7,416.00				1,320	$ 7.20	$ 7,462.80	1,322	$ 7.20	$ 7,455.60
5	ILEC	1,689	$ 7.20	$7,106.40	1702	$ 7.20	$ 7,167.60	1702	$ 7.20	$ 7,146.00	1,701	$ 7.20	$ 7,106.40	1,698	$ 7.20	$ 7,084.80
7	ILEC							35	$ 3.50	$ 122.50						
11	ILEC	864	$ 7.20	$ 4,179.60	866	$ 7.20	$ 4,194.00	868	$ 7.20	$ 4,208.40	868	$ 7.20	$ 4,208.40	868	$ 7.20	$ 4,208.40
22	ILEC				236	$ 7.20	$ 1,699.20	236	$ 7.20	$ 1,699.20	236	$ 7.20	$ 1,699.20	339	$ 3.50	$ 1,186.50
24	ILEC				18047	$ 7.20	$ 70,722.00			$ 69,411.00	17,909	$ 7.20	$ 69,156.00	18,536	$ 7.20	$ 71,661.60
27	ILEC	22173	7.2	$ 90,331.20	22140	$ 7.20	$ 90,050.40	21912	$ 7.20	$ 87,944.40	21,803	$ 7.20	$ 86,835.60	2006 Billing not complete		
30	ILEC	16	$ 7.20	$ 115.20	16	$ 7.20	$ 115.20	16	$ 7.20	$ 115.20	16	$ 7.20	$ 115.20	16	$ 7.20	$ 115.20
											154,743	0.479631				
											322,629					

ATTACHMENT 2

CERTIFICATE OF SERVICE

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

Michael T. Sullivan, Esq.
Kara K. Gibney, Esq.
MAYER BROWN LLP
71 South Wacker Drive
Chicago, IL 60606

VIA ELECTRONIC MAIL & FED EX

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Mary Ryan Fenlon, Esq.
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VIA ELECTRONIC MAIL

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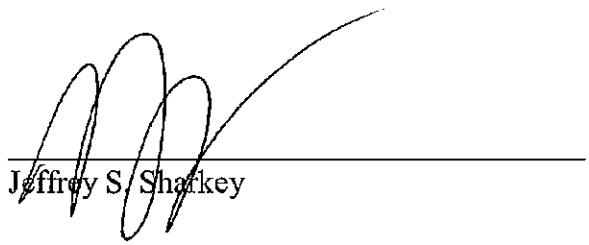
Assistant Attorney General
PUBLIC UTILITIES COMMISSION OF OHIO
180 East Broad Street
Columbus, OH 43215-3793

VIA HAND DELIVERY



Jeffrey S. Sharkey

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