

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of: CASE NO. 2012-00503

PETITION AND COMPLAINT OF GRAYSON
RURAL ELECTRIC COOPERATIVE
CORPORATION FOR AN ORDER
AUTHORIZING PURCHASE OF ELECTRIC
POWER AT THE RATE OF SIX CENTS PER
KILOWATT HOUR UP TO 9.4 MEGAWATTS
OF POWER VS. A RATE IN EXCESS OF SEVEN
CENTS PER KILOWATT HOUR PURCHASED
FROM EAST KENTUCKY POWER COOPERATIVE
UNDER A WHOLESALE POWER CONTRACT AS
AMENDED BETWEEN GRAYSON RURAL ELECTRIC
COOPERATIVE CORPORATION AND EAST
KENTUCKY POWER COOPERATIVE, INC.

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DEPOSITION OF DAVID CREWS

On Friday, the 1st day of November, 2013, at
the approximate hour of 10:00 a.m., at the Hampton
Inn, located at 1025 Early Drive, Winchester,
Kentucky, before me, Conalee Williamson, Court
Reporter and Notary Public within and for the
Commonwealth of Kentucky, appeared **DAVID CREWS**,
Witness, who, being by me first duly sworn, gave
his oral deposition in the causes pursuant to
Notice of Counsel for the respective parties as
hereinabove set forth. Said deposition is being
taken for the purpose of discovery and any and all
other purposes permitted by the Kentucky Rules of
Civil Procedure.

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I N D E X

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EXAMINATION OF THE WITNESS:

David Crews

Examination by Mr. Scott	Page 4
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EXHIBITS:

None

Reporter's Certification -	Page 111
Errata Sheet -	None
Signature Page -	Waived

1 DAVID CREWS, called as a witness in the
2 aforementioned action, was sworn according to law,
3 was examined and testified as follows:

4 EXAMINATION

5 BY MR. SCOTT:

6 Q. Would you state your name, please?

7 A. My name is Davis Mason Crews.

8 Q. Mr. Crews, my name is Jeffrey Scott. We
9 met just a minute ago. I'm an attorney and I
10 represent Grayson Rural Electric in this
11 proceeding before the Public Service Commission.
12 The Commission has allowed us to take some
13 depositions in this case, so I'm going to ask you
14 some questions here this morning.

15 Have you ever given a deposition in a case
16 before?

17 A. No, sir.

18 Q. Okay. I will be asking you some
19 questions. And as you can see, to your right,
20 there's a court reporter here and she's taking
21 everything down. If at any time you want to
22 answer a question yes, it's better to say yes than
23 uh-huh or to shake your head. If you want to say
24 no, it's better to say no than huh-uh or to shake

1 your head.

2 If at any time I ask a question that you do
3 not understand or if I, as is maybe more often the
4 case, ask a question that doesn't make a whole of
5 sense, just ask me to repeat it, okay?

6 A. Okay.

7 Q. So, that way, if you do answer a
8 question, can we agree that you understood the
9 question when you answered it?

10 A. Yes, sir.

11 Q. And another rule that would be quite
12 helpful, since the court reporter is taking this
13 down, and she wants to get an accurate transcript
14 of what's done, is to always give an audible
15 response, whatever it is, rather than shake your
16 head. Just audiblize it so she can hear you.

17 A. Yes, sir.

18 Q. Is that fair enough?

19 A. That's fair enough.

20 Q. Okay. Mr. Crews, where do you work?

21 A. I work at East Kentucky Power. I'm the
22 senior VP of power supply.

23 Q. Tell us what the job title of senior vice
24 president of power supply means. What are the

1 essential functions of your task?

2 A. My tasks at East Kentucky Power are to
3 manage the interface of East Kentucky Power with
4 Aces power marketing, to plan the power supply,
5 long-term power supply, for East Kentucky to do
6 the load forecasting for East Kentucky to buy the
7 fuel for the power plants at East Kentucky, to
8 manage the DSM and renewable portfolio of East
9 Kentucky and to -- my job recently has been to
10 work to integrate East Kentucky into PJM.

11 Q. DSM is Demand Side Management?

12 A. That's correct.

13 Q. And PJM is?

14 A. It's the organized market, Pennsylvania's
15 -- PJM stands for Pennsylvania-Jersey-Maryland.
16 That was the original three states in that
17 organized market.

18 Q. And that organized market is an entity
19 with which East Kentucky Power has, this summer, I
20 guess, entered into an arrangement?

21 A. PJM is a regional transmission
22 organization that operates a transmission system,
23 and it operates an organized market for the sale
24 and purchase of electricity.

1 Q. What is East Kentucky's arrangement with,
2 through, by or for PJM?

3 A. Well, that's a broad question. We can
4 talk about that for hours.

5 Q. You said a minute ago that an additional
6 task that you have recently had assigned to you
7 was to manage -- you might have said relationship,
8 but manage something with PJM. So, tell us what
9 it is that you do in that regard.

10 A. I think -- well, we integrated into PJM,
11 which meant that East Kentucky Power historically
12 has been the stand-alone balancing authority. And
13 a balancing authority is an entity that dispatches
14 generation and balances generation against a load
15 within their footprint.

16 Q. All right.

17 A. We also used to operate our transmission
18 system, okay? Today, as a result of joining PJM,
19 East Kentucky turned over its responsibilities as
20 a balancing authority and a transmission operator
21 to PJM. What that means is that we don't do the
22 dispatch of our units. We bid our units into the
23 market now, and PJM dispatches the units in
24 economic order for the benefit -- to lower the

1 costs across its foot -- or to economically
2 dispatch all the units within its footprint.

3 The other thing is is that we turned over
4 functional control of our transmission system to
5 PJM as part of joining PJM, which means that they
6 -- we take direction from PJM on how to operate
7 100 KV and above on our transmission system.

8 Q. So, on a set, predetermined time, do you,
9 let's say East Kentucky, does East Kentucky Power
10 get information to PJM that bids in -- where you
11 bid in X megawatt for ultimate distribution by
12 PJM?

13 A. Yes.

14 Q. And then PJM gets that information not
15 just from East Kentucky but its other generators?

16 A. Yes. There's 185,000 megawatts of
17 generation in PJM. We submit, for each one of our
18 plants, a day-ahead bid of our costs. And then
19 PJM runs the market and decides -- they look at
20 what their load is, they forecast the load of the
21 footprint, and they decide how much generation
22 needs to be run based on a security constrained
23 dispatch, which means that they -- you know, I
24 don't do this for PJM, but I believe that what

1 they do is they do a straight economic order
2 dispatch of the plants. And then they look if
3 there's any transmission problems that would cause
4 them to re-dispatch the plants to take care of
5 certain transmission problems. And then if there
6 are problems, they re-dispatch and run out of
7 economic order to resolve transmission problems.

8 And then in the afternoon, after that market
9 clears, they tell us which one of our plants are
10 to be running the next day. And we set them up to
11 run the next day.

12 We also bid our load in, okay? So, we bid
13 our generation in at noon, and then we find out in
14 the afternoon whether our generation runs.
15 Similarly, we bid our load in a day ahead. So, we
16 forecast what the load of the East Kentucky
17 footprint is. We bid that load in and we find out
18 how much the load is going to cost later in the
19 afternoon.

20 And then we go into the balancing market,
21 okay, because all the -- you know, all the
22 generation that is bid in, some generators,
23 because generation falls off line from time to
24 time, we get into the balancing the day of,

1 delivery day. And during delivery day, PJM may
2 call and dispatch additional plants. It's not
3 uncommon for PJM to call and dispatch our Smith
4 plants in realtime because they've either missed
5 the forecast or they've had generation fall off
6 line and they need additional generation to meet
7 the load.

8 Similarly, our load doesn't come in exactly
9 per load, which means that we are buying in the
10 daily market to balance the differences between
11 our load that was bid in a day ahead and the load
12 that is actually occurring in the realtime. And
13 sometimes we purchase too much, and sometimes we
14 purchase too little. And that gets settled in the
15 day -- pardon me, in the delivery day in the
16 balancing market.

17 Q. And that settling occurs by selling or
18 buying the difference?

19 A. Well, the settlement in the delivery day,
20 all right -- sorry, you purchase -- let's take the
21 load, for example. We bid in the day-ahead
22 market. So, we are buying for tomorrow today, all
23 right? So, we forecast on an hourly basis. We
24 forecast hour one through hour 24. And, of

course, there's a load shape related to that. And so there's a different bid for every hour, as far as the load goes. And we buy that at the clearing price in the day-ahead market. And there's a different clearing price for each one of those hours.

Q. Fixed by? PJM tells you what that is?

A. Well, P -- yes. I mean, PJM -- it's -- the clearing price is based on the generation bids. So, again, we talk about PJM forecasting the load and them doing economic dispatch of the generation.

So, they stack the generation from least cost to highest cost in every hour, and then the clearing price is the highest cost generation in that hour. And that sets the clearing price for that hour. And then the G14.

Load pays the clearing price for that hour. And the day-ahead, once the day-ahead market settles, it's done. You don't make changes to the day-ahead market.

And then you go into delivery day, all right? And you have a position in the delivery day based on having purchased your load during the day-ahead

1 market. And then you go in and you'll have
2 differences between what you've purchased to serve
3 your load day ahead and what your load actually
4 is. All right. So, you will settle on an hourly
5 basis between if you were short, if you were -- if
6 your forecast was lower than actual, then you're
7 going to have to buy a little bit at the realtime
8 price. And so you'll settle between your
9 day-ahead purchase for your load and what the
10 realtime price is. And if you -- and every hour
11 you've bought a little bit -- you will have either
12 bought a little bit too much or a little bit too
13 little, and you'll be buying a little bit in that
14 hour. And then that will settle, and you will get
15 a bill that nets all this out.

16 Q. The generation that East Kentucky Power
17 has on which it relies in part to bid in its load
18 doesn't have the capacity, does it not, to meet
19 everything that you need for your load? Is that
20 accurate?

21 A. No, I don't think that's accurate.

22 Q. Does East Kentucky not buy power in
23 excess of its generation on a daily basis?

24 A. Some days we are net sellers and some

1 days we're net buyers. There's a capacity market
2 in PJM, all right? And generators that are going
3 to participate in the day-ahead and realtime
4 markets are -- well, if you're a capacity -- if
5 you're a generator in PJM, you typically want to
6 participate in the capacity markets, which is to
7 sell your capacity into the PJM market, because
8 you get a payment back.

9 But once you sell your capacity into the --
10 or your generation in the capacity market, you're
11 obligated to bid into the day-ahead and realtime
12 markets. Are you with me?

13 Q. Uh-huh. So, what is the capacity that
14 East Kentucky has to generate from its plants?

15 A. Well, the capacity is there's formulas
16 that PJM puts out that derives the capacity that
17 is -- they haven't -- you qualify through certain
18 formulas in PJM, and that derives what the
19 capacity is available to be bid into the capacity
20 market. So, we take the rules from PJM, we apply
21 them to all the power plants that East Kentucky
22 currently owns, and then we come up with what our
23 available capacity to sell into the PJM market in
24 the capacity market is. And then once we've sold

1 that capacity into the PJM capacity market, we get
2 paid for that capacity. And then we are obligated
3 to bid it into the market.

4 Q. I just want to make sure I understand.
5 Whatever megawatts can be produced at Spurlock,
6 plus whatever megawatts can be produced at any
7 other power plant that East Kentucky has --

8 A. (Interposing) That's correct.

9 Q. (Continuing) -- it produces whatever is
10 available to produce on a given day at those
11 plants, considering that sometimes there's one
12 down because of repair or maybe there's something
13 else going on at a particular plant. But whatever
14 capacity it has to generate at each of those
15 plants, on a daily basis, is sufficient to meet
16 the load of the 16-member systems of East Kentucky
17 Power?

18 A. So, East Kentucky Power --

19 Q. (Interposing) Is it? That's my
20 question.

21 A. Not on every day.

22 Q. And is it some days? On a typical 30-day
23 month, is it there where it needs to be half the
24 time, most of the time, quarter of the time?

1 What's your best judgment on that?

2 A. My best judgment is that we have adequate
3 reserves to meet our load. When we were a
4 balancing authority, okay --

5 Q. (Interposing) When you did it yourself
6 instead of --

7 A. (Interposing) When we did it ourselves,
8 okay, we -- we needed enough generation to meet
9 our load and have reserves, operating reserves.
10 Now that we're in PJM -- so, we're a winter-
11 peaking utility. PJM is a summer-peaking
12 footprint, all right. And PJM requires us to have
13 enough generation to meet our summer peak, not our
14 winter peak, all right? When we were planning as
15 an independent and not in an organized market, we
16 had to plan to meet our winter peak. Now that
17 we're in PJM --

18 Q. (Interposing) Have enough for them up
19 there?

20 A. Beg your pardon?

21 Q. Have enough for them up there?

22 A. Well, we have to --

23 Q. (Interposing) That they can buy it?

24 A. We have to have enough -- okay. The way

1 the market works is that load-serving entities
2 have to buy capacity from the capacity market.
3 Generators sell into the capacity market and
4 load-serving entities buy from the capacity
5 market, okay? And we net out between what our
6 load has to buy and what our generation -- what
7 generation we sell in.

8 And today we're long generation in the PJM
9 market. We have more generation than we need to
10 fulfill the load-serving entities' obligation for
11 capacity in the PJM market.

12 Q. Okay. You said 185,000 --

13 A. (Interposing) PJM -- the estimates that
14 I've seen from PJM put them at, prior to East
15 Kentucky joining them, was 185,000 megawatts.
16 So, with East Kentucky joining, it would be
17 somewhere close to 188,000 megawatts. Of course,
18 that's a fluid number because there's generation,
19 plants being brought on, generation plants being
20 retired.

21 Q. So, East Kentucky's generation capacity
22 is how much?

23 A. Roughly 3,000 megawatts.

24 Q. So, is it fair and accurate to say that

1 whatever generation capacity East Kentucky has and
2 produces is sold in its entirety to PJM on a daily
3 basis?

4 A. What East Kentucky does, as I pointed
5 out, is that we bid our generation into the RPM
6 market, which obligates us to offer to run that
7 generation for PJM in the day-ahead and balancing
8 markets. And then based on the cost of the --
9 see, PJM takes that whole 185,000 megawatts and
10 dispatches the cheapest units first to try to
11 serve the load within their footprint in the most
12 economic manner. So, on any given day, depending
13 on what the load is, our plants may or may not be
14 dispatched. Our experience so far in PJM is that
15 Spurlock is dispatched almost 100 percent of the
16 time. Cooper is dispatched -- its dispatch has
17 not been a high dispatch because of this cost.
18 And then Dale, similarly, has not been dispatched
19 a great deal. The Smith units have been
20 dispatched more than when we were a stand-alone BA
21 because they run well. They're situated, from a
22 cost standpoint, you know to dispatch.

23 Q. So, therefore, if Spurlock is dispatched
24 nearly 100 percent and others not 100 percent, and

1 you have sent in this day-ahead bid --

2 A. Right.

3 Q. (Continuing) -- then the price that you
4 pay, East Kentucky pays, for --

5 A. Energy.

6 Q. (Continuing) -- energy is, one, fixed by
7 PJM; two, is based upon what they have come up
8 with in their dispersing to determine the lowest
9 cost first. And East Kentucky then pays what PJM
10 says, based upon how they have determined this
11 dispersal should be? Is that accurate?

12 A. I'm -- typically -- well, the only reason
13 our Cooper plant is not dispatched is because
14 there are cheaper resources to serve that load.

15 Q. That there are cheaper resources to
16 serve --

17 A. PJM is dispatching resources that have a
18 lower cost than Cooper.

19 Q. For production?

20 A. For production, yes.

21 Q. Okay.

22 A. So, essentially Cooper caps -- Cooper
23 presents a cap of what we would pay in the market.
24 If the market is higher than Cooper, Cooper would

1 run, and then our cost would be capped at Copper.
2 But we're getting a benefit today from the market
3 because we are able to purchase energy cheaper
4 than what Cooper could generate energy today.

5 Q. So, therefore, the energy that you're
6 able to purchase that's cheaper than what Cooper
7 can produce is produced where and how? And how
8 does it get -- well, it's produced where? Let's
9 stop there.

10 A. It's produced within the footprint of
11 PJM.

12 Q. Which is what? All those states --

13 A. That 185,000 megawatts that we talked
14 about.

15 Q. And that's originating from power plants
16 wherever in the east?

17 A. Wherever -- it could be in --

18 Q. (Interposing) Midatlantic or whatever
19 that area is?

20 A. It could be in Ohio; it could be in
21 Pennsylvania, Jersey, Maryland. But it's within
22 the footprint of PJM and --

23 Q. And -- I'm sorry.

24 A. Go ahead.

1 Q. And those plants are owned by some entity
2 other than East Kentucky Power?

3 A. That's correct.

4 Q. And how many different generation
5 entities are there that have these plants that
6 produce energy to put into the PJM footprint?

7 A. I don't know how many. You know it would
8 be all the members within --

9 Q. (Interposing) Whatever they are?

10 A. Whatever they are, yes.

11 Q. And therefore, the -- is it accurate to
12 say that the power that enables me at my house --
13 I'm a member of Grayson Rural Electric -- the
14 power that enables me to turn the light switch on
15 could have originated in Pennsylvania?

16 A. Could have.

17 Q. And that's not someplace that's owned by
18 East Kentucky Power, correct?

19 A. No, sir, it's not.

20 Q. Could that power have been originated at
21 a plant owned by Duke Energy?

22 A. It could have been, yes.

23 Q. And this decision of how this gets
24 dispersed and what East Kentucky actually has to

1 pay to XYZ generation company in Pennsylvania or
2 ABC generation company in New Jersey, a generation
3 entity similar to East Kentucky, that decision
4 that gets made by PJM, it's kind of like the stock
5 market, isn't it, on how prices are fixed or stock
6 and, you know, what's cheapest, how we can get
7 that here and then try to make sure that there's
8 this balancing going on?

9 A. I don't know that it's like the stock
10 exchange. Again, the price, the clearing price,
11 is based on the economic dispatch of the plants.
12 So, they look at the bid costs from each one of
13 the plants and they solve to serve the load, the
14 forecasted load, in the cheapest manner and have
15 reliability and not overload the transmission
16 system.

17 Q. All right. Let me ask you this: You
18 know, you get up every day and you go to East
19 Kentucky Power. And you can't go to work there
20 every day and not know that there's a lawsuit
21 between Grayson and East Kentucky Power, right?
22 It would be hard to escape that?

23 A. Yeah. I spend a lot of time at East
24 Kentucky Power related to this lawsuit.

1 Q. Or this case? There's a lawsuit in Mason
2 County, which somehow the lawyers say is related
3 to this. I don't know how it is, but some lawyers
4 for East Kentucky say it is. But there's this
5 matter here, this Public Service Commission
6 proceeding, and you know about it?

7 A. I do know about it.

8 Q. You know about it?

9 A. Of course, I know about it.

10 Q. And you know what's going on there? You
11 got a view of what's going on. I don't know if
12 your view is the same as mine, but you know what
13 you think is going on. So, let me ask you this:
14 Let's assume for purposes of this question that
15 Grayson Rural Electric has a calculation that
16 probably East Kentucky agrees with, that 15
17 percent of its load equals 9.3 megawatts. And
18 that Grayson Rural Electric says, "Well, I'm going
19 to buy 9.3 megawatts of power from Duke Energy or
20 ABC Generation Company or one of those entities
21 that we talked about a minute ago that are a part
22 of PJM," would it be accurate, sir, to say that
23 were that to take place, that Grayson, being a
24 member of East Kentucky, and East Kentucky, you

1 know, going to send out the power, that East
2 Kentucky would just bid in 9.3 megawatts less to
3 PJM, that East Kentucky would not be getting 9.3
4 megawatts of power, that it would be utilized --
5 that would otherwise have been utilized by
6 Grayson? Is that something that could be done on
7 this daily basis that you've talked about a minute
8 ago?

9 A. The question -- there's a lot there. So,
10 the question -- let me see if I can restate the
11 question. With proper notice --

12 Q. (Interposing) Yeah, assuming -- yeah,
13 let's get past all of that. Let's assume that the
14 notice part of the whole Amendment 3 thing met
15 East Kentucky's satisfaction, that we were past
16 that. And that's a good point. I'm leaping
17 forward past all that, for purposes of the
18 question.

19 A. Okay. So, we've resolved the notice, you
20 know -- the question is: Can East Kentucky
21 separate out 9.3 megawatts of load from Grayson
22 and bid that into -- make a bid short 9.3
23 megawatts of Grayson's load?

24 Q. Yes.

1 A. Yes.

2 Q. And then there would just be a difference
3 maybe, if this -- would Grayson have to pay a
4 tariff rate for East Kentucky to ABC Generator or
5 Duke Energy, or would there be some kind of --

6 A. (Interposing) Okay. So, your question
7 now is -- I think your question is: So, once
8 you've given an Amendment 3 Notice, and you're no
9 longer load, okay, that that load is no longer
10 served by East Kentucky, all right, which means
11 it's not served by the wholesale power contract,
12 which is a bundle contract that provides
13 regulation, load following, transmission service,
14 everything you need to serve load, okay? So, you
15 don't -- that relationship for that particular 9.3
16 megawatts of load is no longer there. So, you
17 have 9.3 megawatts of load that you want to take
18 to some other supplier and serve in the PJM
19 market, right? So, what you have to do is you
20 have to be a member of PJM --

21 Q. (Interposing) Do you really?

22 A. Somebody has to be a member of PJM to
23 serve that load. If it's a load within PJ -- my
24 opinion, to the best of my knowledge, is if you're

1 serving a load in PJM, within their footprint,
2 you're going to need to be a member, or somebody
3 is going to have to, you know, act on your behalf
4 to do it that's a member, all right? So, you're
5 going to have to participate --

6 Q. (Interposing) Get a declaration of
7 authority or something like that?

8 A. And my understanding of a declaration of
9 authority is you're asking somebody to act on your
10 behalf --

11 Q. (Interposing) Power-of-attorney type
12 thing?

13 A. Right. I mean, you're still responsible
14 but they're doing your work for you. It's more
15 like a consulting arrangement. But that doesn't
16 mean you're not a member. That means somebody
17 else is handling it for you.

18 Q. Okay. Go ahead.

19 A. Much the same way that East Kentucky acts
20 for Grayson today in PJM.

21 Q. Okay.

22 A. But once you fall outside the contract,
23 somebody has got to act on your behalf. But that
24 person is going to have to participate in the

1 capacity market; they're going to have to take --
2 they're going to have to apply for transmission
3 access, then they're going to have to participate
4 in the day-ahead and balancing markets on your
5 behalf. So, they're going to have to do
6 everything that East Kentucky currently does in
7 the PJM market to serve your load.

8 Q. And that's my understanding as well.

9 A. Right.

10 Q. But I did not think that that had to be,
11 in this situation, Grayson Rural Electric, or any
12 of the other 16 distribution co-ops.

13 Let's assume Duke, because that's what we're
14 talking about.

15 A. Okay.

16 Q. And Duke is in PJM?

17 A. Right.

18 Q. So, Duke would be acting to accomplish
19 those things, because some entity has to in order
20 to meet --

21 A. (Interposing) Somebody has got to be a
22 member on your behalf.

23 Q. All right. So, let's assume that's done.

24 A. Okay.

1 Q. Then does East Kentucky -- there's no
2 additional cost to East Kentucky in that
3 situation, is there?

4 A. Well, it points you to the wholesale
5 power agreement, not Amendment 3 but the wholesale
6 power agreement.

7 Q. Right.

8 A. And I'll point you to Section 4-B.

9 Q. Okay.

10 A. All right. So, this is the area where --
11 and I guess I would point you to -- the first
12 sentence is a fairly long sentence but it says,
13 you know, "We'll set rates, and East Kentucky will
14 collect from the members in all these different
15 areas." And it goes about through half of the
16 page, right?

17 Q. Uh-huh.

18 A. So, you're right, our cost doesn't change
19 but the billing determines that we spread that
20 cost over our members' changes, because there's
21 9.3 megawatts of demand less than there was prior
22 to Grayson going into PJM. So, the numerator is
23 the same, the denominator is less, the resultant
24 is a higher cost to all members, okay?

1 And regardless of what the numerator is, the
2 contract says we collect. We're available to
3 collect that. So, for this to be an accretive
4 deal, for this deal to make -- to be good for all
5 members, you need to overcome the increased cost
6 to all members, your cost needs to go down enough
7 to overcome the increased cost to all members.

8 Q. Has East Kentucky done an analysis of
9 what that would be?

10 A. What the stranded cost is?

11 Q. Don't use that word "stranded" yet.
12 We'll talk about that in a minute, unless you're
13 calling that stranded costs.

14 A. Well, that -- Isaac Scott is going to
15 speak with you later --

16 Q. Maybe he should. I didn't know he was,
17 but we can depose him later if we have to.

18 A. I beg your pardon. I'm sorry. He
19 answered the interrogatory. So, it's answered in
20 the interrogatory.

21 Q. Well, I didn't get answers to
22 interrogatories, so -- I was told they were mailed
23 last Monday but I never got them.

24 MR. SAMFORD: They were filed.

1 They should be on the Commission's Website.

2 MR. SCOTT: Pardon?

3 MR. SAMFORD: They're on the
4 Commission's Website. If you haven't gotten them,
5 you can speak to the postal service.

6 MR. SCOTT: I think that's
7 interesting. I get e-mails from you all every
8 day, but I never got the interrogatory answers.

9 Q. (By Mr. Scott) So, I guess the question
10 -- are you calling that a stranded cost?

11 A. Well, the -- no, I wouldn't say it's
12 stranded because I get to recover. Because East
13 Kentucky would recover it from the balance of the
14 numbers.

15 Q. And then my question is: Has there been
16 an analysis that East Kentucky has done to
17 determine what that would be?

18 A. Yes. And I believe it's in the responses
19 to the interrogatories that have been filed with
20 the Commission.

21 Q. I was afraid of that.

22 A. Well, I mean --

23 Q. (Interposing) That's not your fault.
24 That's not your job to get those to me. All

1 right.

2 A. But as far as, you know, the questions
3 today, yes, it's --

4 Q. (Interposing) Well, do you know what it
5 is? I mean, have you talked to this fellow? Do
6 you know what it is? And I know it wasn't your
7 job to do the analysis, and you just maybe looked
8 at it and trying to remember numbers or something.
9 I can understand that but --

10 THE WITNESS: Do you want to get --
11 is it --

12 MR. SAMFORD: If you've got it, you
13 can read it to him.

14 A. I believe it was Question No. 9 in the
15 interrogatories that you filed and that we've
16 answered, and that we answered on time. It says,
17 "Please state what impact, if any, there would be
18 upon the financial picture of East Kentucky Power
19 if Grayson Rural Electric Cooperative is allowed
20 to purchase 9.3 megawatts of power to serve its
21 load in its defined territory from a source other
22 than East Kentucky Power."

23 And the answer is: "Based upon analysis of
24 the invoices East Kentucky Power issued to Grayson

1 Rural Electric during the most recent 12-month
2 period, October '12 through September 2013, a
3 reduction of 9 -- a load of 9.3 megawatts would
4 result in an annual reduction in total revenues of
5 3.5 million, seven hundred" -- pardon me, "three
6 point five seventy -- two thousand seven hundred
7 and seven dollars. This total reduction is
8 composed of base revenues, demand and energy
9 revenues of three million, sixty-eight thousand
10 and fifty-three dollars. Fuel adjustment cost
11 revenues of six thousand five hundred and
12 seventy-one, and environmental surcharge revenues
13 of four hundred and ninety-eight thousand.

14 All other things being equal, the impact to
15 East Kentucky's financial picture as a result of
16 this revenue reduction would be lower end total
17 margins" -- sorry -- "which in turn would result
18 in smaller capital credit allowance to all
19 members, including Grayson RECC. It must be
20 remembered that East Kentucky Power rates were
21 designed to recover its revenue requirements as
22 presented in its last base rate case. The
23 reduction in KW demand and corresponding reduction
24 in KW energy sales make it more difficult for East

1 Kentucky Power to consistently recover its revenue
2 requirement from its members. Even though East
3 Kentucky participates in the PJM market, this
4 participation does not eliminate the need for East
5 Kentucky Power to recover its fixed and variable
6 costs.

7 East Kentucky Power can only make up the
8 reduction in base revenues through the filing of a
9 base rate case application with the Kentucky
10 Public Service Commission. The reduction in the
11 fuel adjustment cost revenues and environmental
12 surcharge would be made up through the operation
13 of those mechanisms. The 9.3 megawatt reduction
14 in Grayson RECC's load will have two immediate
15 impacts on the members of East Kentucky Power,
16 including Grayson RECC. The 9.3 megawatt
17 reduction in load will result in a corresponding
18 reduction in KWH energy sale. This lowered level
19 of energy sales will have in turn -- will, in
20 turn, have an impact on the monthly fuel
21 adjustment cost factor calculations.

22 Based on the 12-month analysis of Grayson
23 RECC bills, East Kentucky has determined the
24 impact could be a reduction in KW energy sales of

1 three million -- approximately four million KWHs.
2 This would translate into .0001 dollars per KWH or
3 ten mils per KWH upward adjustment in the monthly
4 fuel costs factor for EKPC's -- fuel cost factor
5 EKPC -- for East Kentucky Power bills to its
6 members." I'm sorry.

7 Q. Could I see that document that you're
8 reading from?

9 Are you reading from a document that says
10 that it was East Kentucky's answers to Grayson
11 Rural Electric's interrogatories --

12 A. (Interposing) I am.

13 Q. (Continuing) -- that shows a stamp file
14 Public Service Commission date of October 28,
15 2013?

16 A. I am. 24th, I think it says.

17 Q. October 28th, 2013.

18 A. I can't see it from here. Yes.

19 MR. SAMFORD: It's not the 28th?

20 MR. SCOTT: Pardon?

21 Q. Do you see anything on that document that
22 would have any statement of when it was mailed to
23 anybody?

24 A. The only thing I see on the document is

1 that the Public Service Commission has shown that
2 it was received by the Public Service Commission.

3 Q. And doesn't show that it was mailed to
4 anybody, correct?

5 A. No, it doesn't.

6 MR. SCOTT: Can we take about a
7 five-minute break? Is that all right with you
8 guys?

9 THE WITNESS: Sure.

10 (A short recess was taken.)

11 Q. (By Mr. Scott) Okay. Mr. Crews, I'm at
12 a bit of a disadvantage because East Kentucky's
13 lawyers didn't mail me the answers to
14 interrogatories --

15 MR. SAMFORD: (Interposing) I'm
16 going to object to that.

17 MR. SCOTT: Well, you didn't mail
18 it. You know you didn't mail it.

19 MR. SAMFORD: No, that's just not
20 right.

21 MR. SCOTT: Look, you send me stuff
22 by e-mail every day --

23 MR. SAMFORD: (Interposing) That's
24 just not right.

1 MR. SCOTT: You send me stuff by
2 mail; I get it. I asked you Tuesday where the
3 answers to interrogatories were. You said, "They
4 were put in the mail yesterday," which would have
5 been Monday the 28th.

6 MR. SAMFORD: That's correct.

7 MR. SCOTT: Which is the day that
8 they were filed. But those interrogatory answers
9 do not have a Certificate of Service on them. You
10 did not certify that you mailed them to me. We
11 now look at the Website and see that what was
12 filed did not have a Certificate of Service on it,
13 which demonstrates to me that they were, in fact,
14 were not mailed. You know and I know that I would
15 have gotten them, had they been mailed. And you
16 all e-mail me stuff every day, always e-mailing.
17 You all are prolific on that. And to
18 intentionally tell me something that you know is
19 not done is just reprehensible. I just am -- I
20 don't know why I'm shocked by it but I am shocked.
21 But there's no Certificate of Service on that.
22 Every other document that you've filed always has
23 a Certificate of Service, and I'm just -- I just
24 can't believe that that's what happened.

1 Q. So, I'll have to move on here, sir,
2 because I can't talk to you as much about the
3 answer that you read. Evidently there were -- you
4 signed the interrogatories, too, though, right? I
5 think I saw that.

6 A. That I signed them?

7 Q. And a couple of other people, Isaac
8 Scott, you said.

9 A. Isaac Scott and Don Mosier.

10 Q. Don Mosier. So --

11 MR. SAMFORD: For the record, I
12 continue to object to the assertions that you're
13 making, which are just, frankly, not true, Mr.
14 Scott.

15 MR. SCOTT: Yes, they are. They
16 are. Well, you have no proof that you mailed
17 them. You intentionally did not put a Certificate
18 of Service on those answers to interrogatories.
19 And you're a lawyer that has done this a long
20 time, and you did on every other thing, every
21 other document. And you didn't answer the request
22 for production of documents like you thought none
23 were sent to East Kentucky. And then later, you
24 acknowledge that they were.

1 Don Prather, interestingly enough, for Shelby
2 responded to the request for production of
3 documents in a couple of instances said,
4 "Obviously, this request is solely for East
5 Kentucky, so Shelby will not answer that." So,
6 you know, Don didn't get the memo. He didn't know
7 he was supposed to be deceptive. So, he spoke
8 truthfully. So, it's just shocking that you guys
9 continue to do that.

10 MR. SAMFORD: Jeff, you wouldn't
11 know the truth if it slapped you in the face.

12 MS. FRALEY: Gentlemen, gentlemen.

13 MR. SCOTT: Yeah, I would. Yeah, I
14 would. And I know that it hasn't been forthcoming
15 from you folks. And you told me on the phone that
16 those were put in the mail on Monday.

17 MR. SAMFORD: They were.

18 MR. SCOTT: And they weren't to
19 Jeffrey Scott.

20 MR. SAMFORD: They were.

21 MR. SCOTT: And you have no
22 Certificate of Service showing that they were.
23 And you know that you're supposed to put a
24 Certificate of Service on there, and you didn't.

1 So, that's just reprehensible.

2 MS. FRALEY: Let's move on.

3 Q. (By Mr. Scott) Let's go on here. When
4 you pay for the power that you ultimately have to
5 pay for through PJM, I think you said a few
6 minutes ago that that power in some extent is
7 generated by a source other than Smith or Spurlock
8 or Cooper? It could be generated by some plant
9 somewhere else? Correct?

10 A. I said --

11 Q. (Interposing) Not an East Kentucky
12 entity?

13 A. I said that we use power from generation
14 that is not generation to meet our load. And we
15 have used power from generation that is non-native
16 to East Kentucky for probably 15, 20 years. We've
17 sought to lower the cost to our members by
18 participating in the market all the time. That's
19 one of the things -- one of the services that we
20 have historically and will continue to do for our
21 members is try to reduce the cost of their
22 ultimate power supply by participating in markets.
23 Prior to PJM, prior to joining PJM, we had a 400
24 megawatt transmission path from PJM to East

1 Kentucky to be assured that we could purchase
2 energy from PJM to optimize our generation against
3 the PJM market. So, I guess I'm not -- that's
4 something that has occurred since the -- you know,
5 it has occurred even before the organization of
6 markets. Utilities used to trade for differences,
7 so I -- I don't understand the point, but --

8 Q. Don't understand the point?

9 A. I don't understand the significance that
10 East Kentucky serves load with non-native
11 generation in the attempt to lower its cost to its
12 members.

13 Q. I don't know that that was the point that
14 I was making. I just asked you if you did it.

15 A. Okay. Yes, we do it.

16 Q. Okay. Is there any fee or are there fees
17 or costs that East Kentucky pays when there is
18 transmission to serve its members that might pass
19 through lines of another entity, like AEP, KU?

20 A. Today?

21 Q. Uh-huh.

22 A. Okay. In the -- when we joined PJM --
23 prior to joining PJM, I told you that we had a
24 transmission request from PJM to be able to

1 purchase from PJM. One of the business case
2 points for joining PJM was that when we joined
3 PJM, we would no longer have to pay that, all
4 right?

5 East Kentucky currently pays, as a member of
6 PJM, network integrated transmission service,
7 which you will typically hear or see referred to
8 as NITS. All right? And we pay NITS to PJM based
9 on the East Kentucky load, and that's all we pay.
10 So, we do not see pancaking of transmission. We
11 pay one NITS rate and that's the reason for going
12 into regional transmission organizations, or
13 that's one of the reasons to be inside a regional
14 transmission organization.

15 Q. So, East Kentucky does not pay an AEP
16 rate to PJM for physical delivery of power?

17 A. We pay NITS.

18 Q. And that's it?

19 A. Yes. If you become, if you serve your
20 load, the 9.3 megawatts that you asked about, you
21 will pay NITS.

22 Q. Or somebody will for that 9.3?

23 A. Right.

24 Q. That don't have to be determined who it

1 would be, but somebody would have to pay it?

2 A. You can't serve that 9.3 megawatts
3 without network integrated transmission service.

4 Q. So, were this situation to -- assuming
5 you're past all the notice stuff and all that
6 Amendment 3 stuff, would East Kentucky just simply
7 put less on the grid and then PJM would clear that
8 at the market price? That's really all that would
9 happen, right?

10 A. We're talking about East Kentucky's load?

11 Q. Yeah.

12 A. What you're saying is if you had a
13 contract with Duke and that contract -- describe
14 the Duke contract. Are they going to -- is it a
15 load following contract or block contract? I
16 mean, tell me --

17 Q. Let's say block.

18 A. Okay. So, you're going to take a 7 by 24
19 contract from Duke?

20 Q. Let's say that. Let's just use that as
21 an example.

22 A. And you have your load -- I don't
23 understand, because your load is not a block load.

24 Q. Well, let's talk about that, then,

1 because I get that a lot in the things that your
2 lawyers do decide to send me about load. And I
3 think there's even a letter that you wrote to
4 Carol Fraley a couple or three weeks ago about
5 load and that this 9.3 megawatts must designate a
6 particular load. Do you know if there's any
7 specific load that Grayson Rural Electric has that
8 is -- you know, must utilize 9.3 megawatts? I
9 mean, do they have anything that -- or could that
10 just be part of what's put on their system?

11 A. I guess let's talk about what Amendment 3
12 says. Have you got a copy?

13 Q. Uh-huh.

14 A. Okay.

15 Q. With respect to any load or loads?

16 A. Right. And load, your load at Grayson is
17 typically about a 51 percent load factor, which
18 means between the peak and the average energy,
19 it's about 51 percent of the peak. So, you have a
20 load shape that varies in every hour, all right?
21 But you're talking about bringing a block like
22 this that doesn't vary in every hour. So, as your
23 load shape actually occurs, you're picking 9.3
24 megawatts, which is the peak, all right? And in a

1 lot of days, you're not going to even come close
2 to that peak, all right? So, I don't know what
3 you would do with all the energy that you're not
4 going to be using to serve load. Are you going to
5 settle that in the market or -- you know, it's not
6 going to come to East Kentucky because it's not
7 East Kentucky's load anymore.

8 So, I guess I would point you to that there's
9 a difference between bringing a power supply of a
10 7 by 24 at 9.3 megawatts and wanting that credited
11 to -- essentially I think what you're looking for
12 is somebody to credit your bill. But we're just
13 not going to bill you for the 9.3 megawatts and
14 you're going to have to serve it.

15 Q. And pay?

16 A. And pay PJM. But if you're buying a
17 block, I don't know what you're going to do with
18 that. But the difference between -- this was one
19 of the issues that we tried to resolve in the MOU
20 because it doesn't work well to bring this to try
21 to serve load.

22 MR. SAMFORD: I guess you referred
23 to --

24 THE WITNESS: (Interposing) A

1 block.

2 A. Pardon me, a block power supply or a
3 standard energy produce to serve load, you know.
4 But we torpedoed the MOU and said, "We're not
5 going to do that," which carries us back to
6 Amendment 3. And Amendment 3 is clear about
7 serving load, not bringing a power supply to be
8 enveloped into the wholesale power agreement, all
9 right? Because what Amendment 3 says is that you
10 step out from under the wholesale power agreement
11 and you go take that particular load to somebody
12 else, all right? And it talks about how to
13 calculate the load.

14 And even in Section 1.A, it says, "During any
15 calendar year, the member may make or cancel such
16 an election, giving 90 days' notice to the seller,
17 with respect to any load or loads with an average
18 peak coincident demand." And it says, "calculated
19 in the same manner" -- and it's got a
20 parenthetical that says, "calculated in the same
21 manner," which means that you have to figure out
22 what that load previous three-year peaks were to
23 figure out -- so, it's clear that it's talking
24 about load, not bringing this to be enveloped into

1 the power supply agreement.

2 Q. So, how does Amendment 3 get implemented?

3 A. Well --

4 Q. (Interposing) How does Grayson Rural
5 Electric purchase 9.3 megawatts of power within
6 the framework of Amendment 3?

7 A. Well, you step out from under the
8 wholesale power contract. And then you file for
9 transmission service. And then you purchase 9.3
10 megawatts and serve that load. You act as a
11 market participant for 9.3 megawatts.

12 Q. Like we talked about an hour ago?

13 A. Yeah. But if you try to serve your load
14 with a block power supply --

15 Q. We have wasted --

16 A. (Interposing) Well, you will have -- you
17 will have charges and penalties for bringing the
18 wrong type of -- for having purchased too much.
19 If you try to buy 9.3 megawatts of 7 by 24 to
20 serve your 9.3 megawatts of load, you're going to
21 have too much energy a lot of the time and there
22 will be, you know, penalties associated with that.

23 Q. How does Jackson or Owen or Fleming-Mason
24 or Bluegrass or Cumberland or any other entity

1 operate under Amendment 3 by going outside the
2 wholesale power contract and purchasing up to 15
3 percent of their load and do so in a way that East
4 Kentucky does not impose --

5 A. (Interposing) First of all, East
6 Kentucky would not be imposing any penalties,
7 because we don't manage --

8 Q. (Interposing) Costs, fees, stranded
9 costs, the three million and some odd dollars that
10 you talked about a while ago.

11 A. Okay. With regard to -- you know, I
12 guess we can take -- the only person that you
13 mentioned that actually has Amendment 3 power
14 supply is Jackson.

15 Q. Jackson.

16 A. The rest of the people don't have any
17 Amendment 3 power supplies. And Jackson has two
18 currently -- one currently, wellhead. And they're
19 bringing on a landfill gas plant. Those are
20 behind the meter, all right? And this has always
21 -- we're not trying to be obstructive to bring --
22 and we haven't said no to Grayson, that you can't
23 do what you're asking to do.

24 Q. I read where somebody said that you

1 haven't said no. It might have been you, I don't
2 know. It might have been in that letter. But I
3 beg to differ on that, but we'll let that one
4 slide for now. But go ahead.

5 A. But we haven't said no. We've said,
6 "Give us appropriate notice, and we'll move
7 forward."

8 You know, when the Magnum deal was done, that
9 was not held up by East Kentucky.

10 Q. Yeah, you weren't on the speaker phone
11 conference call with Tony Campbell when he said
12 no, that's right. You weren't there, that's
13 right. He said no about four times. But go
14 ahead.

15 A. But we have a number of -- and it's in
16 the response to the interrogatories. We've listed
17 all of the Amendment 3 notices and what they have
18 been and where they're at. With regard to --

19 Q. Jackson.

20 A. (Continuing) -- Jackson, we had -- I had
21 a high expectation that the MOU was going to move
22 forward, because we -- at one time, we had an
23 agreement amongst all the CEOs and we actually had
24 a letter from Grayson asking us to move forward

1 with the MOU. And we my have jumped the gun --

2 Q. (Interposing) Well, we don't have an
3 MOU.

4 A. No, we don't have an MOU.

5 Q. And Grayson is not the only co-op that
6 hasn't voted to accept it. So, you know, that --
7 just tell me why it is that what Jackson does --

8 A. (Interposing) Well, Jackson is behind
9 the meter, okay? And they, by virtue of the
10 circuit that they're on, it identifies which load
11 is being served to buy that particular generator,
12 all right? And because it's behind the meter,
13 it's not subject to those rules, all right? The
14 problems of serving load -- you know, the
15 complications of serving load from the
16 transmission system are imposed by FERC and PJM
17 not so much East Kentucky, all right? The fact
18 that Jackson has got a unit operating, the
19 wellhead unit, it's displacing load on their
20 circuit. And we worked with them on that. The
21 complications of serving load the way that you're
22 wanting to do it are imposed by entities other
23 than East Kentucky.

24 Q. Well, I understood you a minute ago, when

1 you read the answers to interrogatories that I
2 haven't been sent, is that there would be fees
3 imposed --

4 MR. SAMFORD: Same objection.
5 That's an untrue statement.

6 Q. (Continuing) -- by East Kentucky Power.
7 Did I hear you wrong?

8 A. That there -- the interrogatory asked,
9 "Are there increased costs?" Did you give that
10 back to me?

11 Q. Yeah. I wasn't authorized to hang on to
12 it.

13 A. I don't know that -- it was mine, and I
14 would be happy to give it to you.

15 Q. Well, that would be swell. Whatever
16 those costs and fees were, the difference in
17 costs, would those be things that East Kentucky
18 would be saying, "Okay, Grayson. You have to go
19 do your deal but you've got to pay this"?

20 A. The question in the interrogatory was:
21 "Are there additional costs?" Let me see here.
22 It's Question 9.

23 MR. CRAWFORD: Question 9.

24 A. It says, "Please state what impact would

1 be to the financial picture."

2 And we stated that we would see increased --
3 or we would have less revenues, okay? We didn't
4 say that there would be stranded costs.

5 Q. Would East Kentucky be seeking to have
6 Grayson Rural Electric, "Okay. You're past all
7 the notice stuff, but, yeah, you can do that, but
8 here's the lost revenue. So, you have to pay us
9 this difference"?

10 A. I'd point you to -- you know, I think
11 that's something that the board would have to
12 resolve. But I'll point you to -- in Amendment 3,
13 it says that -- in Section 1, the last paragraph
14 of Section 1, where it says, "Members shall be
15 solely responsible for all additional costs
16 associated with the exercise of elections under
17 the above paragraphs, including but not limited to
18 administrative scheduling and transmission tariff,
19 any penalties, charges and costs imposed by MISO
20 or other authorities."

21 I can't speak entirely for East Kentucky
22 because the board has to make a decision on that.
23 I will point out that when we were looking at
24 Amendment 5, we were talking about assessing

1 stranded costs to people that took load off the
2 system. Under Amendment -- pardon me, under the
3 MOU, behind the meter, was -- pardon me, to be
4 treated without stranded costs, and if it was a
5 transmission -- or a supply that was delivered
6 across the transmission system, the transit cost
7 was, I believe, to be applied.

8 Q. But under Amendment 3 that you just read,
9 that paragraph that you just read, there would not
10 be, would there, any additional cost associated
11 with the exercise of elections including but not
12 limited to administrative scheduling, transmission
13 tariff and any penalties, charges and costs?
14 There wouldn't be any of those, would there?

15 A. So, you're saying --

16 Q. (Interposing) Under the scenario that I
17 gave you a minute ago.

18 A. The question of additional costs? I
19 guess that would be something -- there are
20 additional costs. I think in our response to 9,
21 we pointed out there would be a reduction in
22 revenue.

23 Q. Revenue.

24 A. And as a result, there would be costs

1 that were not recovered under the rate design that
2 we are currently under.

3 Q. Sure.

4 A. And no doubt that we will -- this is --
5 okay. So, ultimately --

6 Q. (Interposing) However, let's -- the
7 question --

8 A. (Interposing) However, when we go back
9 and go to the next rate case and get beyond the
10 regulatory lag, those costs will be picked up in
11 the next rate case.

12 Q. Okay. Well, let's take that, then. Is
13 it fair, accurate and complete to say that the
14 only difference to East Kentucky Power, under what
15 Grayson has proposed to do, would be a reduction
16 in revenue? Is it also fair, accurate and
17 complete to say that there would not be, under the
18 proposal that Grayson has, these additional costs
19 incurred by East Kentucky; that East Kentucky
20 would, in fact, not incur these costs?

21 A. Not incur what costs?

22 Q. Administrative, scheduling, transmission,
23 tariff and any penalties, charges and costs
24 imposed by MISO or other authorities? None of

1 that would be incurred by East Kentucky, would it?

2 A. No. You would incur those costs as a
3 participant in PJM.

4 Q. And that would be between Grayson and
5 Duke, correct?

6 A. It would be between Grayson and PJM. I
7 mean, you're going to get a bill --

8 Q. (Interposing) Duke acting for Grayson
9 with PJM?

10 A. If Duke is going to do it all for you,
11 then it would be between you and Duke.

12 Q. Correct.

13 A. All right.

14 Q. So, East Kentucky is out nothing except
15 lost revenue, correct?

16 A. Which implies a stranded cost.

17 Q. Okay. So, the only thing that East
18 Kentucky will not get is the revenue that it
19 otherwise would get by Grayson paying for the 9.3
20 megawatts? Is that accurate, fair and complete to
21 say that?

22 A. East Kentucky will not -- I agree that
23 damage to East Kentucky is the loss of revenue --

24 Q. Solely?

1 A. (No response.)

2 Q. Is it fair and accurate and complete to
3 say the only loss to East Kentucky is the revenue
4 that Grayson would pay for the 9.3 megawatts?

5 A. Right.

6 Q. Okay.

7 A. It's always been -- there's two issues
8 here. One is, you know, whether it's five or 15
9 percent; and the other issue is the lost revenue
10 that is picked up by the balance of the members.

11 Q. But let me ask you this: You don't know
12 me. You've never met me, I don't think. You
13 don't know me.

14 A. No.

15 Q. And I'm not the sorry son-of-a-bitch that
16 I have been portrayed to be. But let me just ask
17 you this question, sir: Is that not the deal that
18 East Kentucky Power made with the member systems
19 when they signed Amendment 3, that, "Yes, if we're
20 doing this, we could lose revenue," we, East
21 Kentucky Power; that East Kentucky Power could
22 lose revenue? "But we made a deal. We had
23 lawyers and you all had lawyers and we made an
24 amendment to a contract." And isn't that the deal

1 that was made, that, "Yeah, we could lose revenue,
2 but, you know, we're thinking this is a good deal
3 for all our members, because, hey, after all, we
4 are -- yesterday, we ended cooperative month, but
5 we are a cooperative, and if we lose revenue for
6 9.3 megawatts for Grayson or lose revenue for the
7 other 15 percent of these other distribution
8 costs, then so be it." I mean, that's the deal we
9 made?

10 A. First, I don't -- I disagree with the
11 position you're taking, all right? Amendment 3
12 was agreed to by all the members, all right, and
13 East Kentucky. There has never been any question
14 about Amendment 3, all right? With regard to the
15 revenue question, East Kentucky doesn't -- you
16 know, at the point in time when the revenue
17 requirement is not being met, we go to the
18 Commission and file for a new revenue requirement.
19 We file for a new rate.

20 Q. Which is another question, I think.

21 A. So, it's not a point of whether or not
22 East Kentucky loses revenue. East Kentucky's
23 revenue requirement, per the contract, you've
24 already agreed that you're going to pay our

1 revenue requirement. You know, you own East
2 Kentucky, all right? The members own East
3 Kentucky. And when we went out and built power
4 plants and created our company, electively, you
5 know, your obligation to purchase from East
6 Kentucky allowed the credit to be able to go
7 borrow the money to build the power plants and
8 transmission system.

9 So, when you go and take 9.3 megawatts off
10 East Kentucky's system, it just reduces the -- as
11 you point -- as we pointed out, the revenue that
12 we collect. At some point in time, when the
13 revenue -- if we've got enough --

14 Q. (Interposing) Could be to a point where,
15 "Gollee, Grayson has done that and so-and-so has
16 done this, and the revenue -- hey, we're not
17 getting the revenue because of these co-ops doing
18 what this agreement amendment says they can do.
19 Well, we better go to the Commission and seek
20 relief." Is that what you're saying?

21 A. Yeah. I mean at some point when the
22 revenue requirement -- but when we don't get
23 adequate collections to cover all our debts, we'll
24 have to go to the commission.

1 Q. Now, at this point in time, East Kentucky
2 doesn't believe that it needs to go to the
3 Commission for revenue relief, correct? It did
4 that a year or two ago, and right now they don't
5 think they have to?

6 A. That's a question better asked of someone
7 in --

8 Q. (Interposing) Well, to your knowledge --
9 and you don't get to make those decisions, I know.
10 But to your knowledge, you don't think they've --

11 A. (Interposing) That's a question better
12 asked of someone the financial organization.

13 Q. We know -- and I don't know if you've
14 seen the answers that your lawyers who represent
15 other distribution co-ops, too, and the other
16 distribution co-ops who aren't represented by your
17 lawyers have given to the interrogatories, but
18 every one of them, trust me, every one of them
19 says -- I know you don't want to trust me, but for
20 purposes of the question, just trust me.

21 A. I don't have to -- my job is just to
22 answer your questions.

23 Q. I do know the truth if it hits me in the
24 face -- or slaps me in the face. But if you

1 assume for purposes of this question that every
2 distribution co-op that has answered this
3 question, "Have you sought to purchase power from
4 a source other than East Kentucky within the
5 framework of Amendment 3," every distribution
6 co-op has said, "No, we haven't."

7 Now, if you assume --

8 MR. CRAWFORD: (Interposing) Wait
9 a minute. That's not correct. My set of
10 interrogatories and we said we were exploring that
11 possibility but could not do so --

12 Q. (Interposing) Well, let me modify it to
13 say that every co-op has said that they at this
14 point have not sought to purchase power from a
15 source other than East Kentucky and Owen. And two
16 or three others said, "We've talked about it and
17 we've explored it and we've looked into it." But
18 if you assume for purposes of the question that
19 not one distribution co-op today has sought to
20 purchase power under Amendment 3 other than
21 Grayson, would that three million and some odd
22 dollars, or whatever the total is, of your answer
23 have any negative financial impact upon East
24 Kentucky Power?

1 A. I guess, you know, I'd have to point you
2 to the answers to the interrogatories. And in the
3 answers to the interrogatory, we've listed all the
4 people that have given notice. So, there are any
5 number of co-ops -- first of all, Jackson --

6 Q. (Interposing) Do those answers say that
7 the premise of my question is wrong? Because each
8 of the distribution co-ops answered, I promise
9 you, just like I said. So --

10 A. (Interposing) I haven't seen it, but
11 there have been -- I mean, Farmers has gotten
12 notice right now that they're planning to work to
13 purchase from a landfill gas right now. So, I
14 don't know how they would answer anything other
15 than that they're planning to purchase from a
16 landfill gas plant. We have other notices
17 historically where people have purchased from
18 other utilities.

19 You had a New Frank notice --

20 MR. CRAWFORD: (Interposing) We
21 had a New Frank notice but it fell through.

22 THE WITNESS: Right. New Frank
23 didn't perform. We counselled Mark that he should
24 withdraw the notice, and he did.

1 A. So, I guess, at this point in time, I'm
2 not sure what -- other than your notice and the
3 notice from -- we have a notice from Jackson for a
4 landfill gas plant that is coming on line. And we
5 have -- let's see. Your notice, Farmers' notice
6 and then Jackson, which is coming on line, there
7 are at least three folks that are --

8 Q. (Interposing) What's Farmers giving you
9 notice for?

10 A. The landfill gas plant.

11 Q. Which is how much?

12 A. One megawatt. And it's on their
13 distribution system.

14 Q. So, when do they plan on doing that?

15 A. They plan to have it on by June of '15.

16 Q. Of what year?

17 MS. FRALEY: June of '15.

18 A. June of '15.

19 Q. Oh, I thought you said June 15th. So,
20 June of --

21 A. (Interposing) June of 2015. I'm sorry.
22 I was not -- I didn't give you a good accurate
23 answer.

24 Q. So, will they be assessed any fees, costs

1 or any remuneration requests for loss of revenue?

2 A. You know, I can't answer that today.

3 Q. Why?

4 A. Well, because the board hasn't told me.

5 Q. What about Jackson --

6 A. (Interposing) To date, Jeff, nobody has
7 been assessed a stranded cost for leaving.

8 Q. Let's cut through notice. Are we, then
9 -- I'm not sure you answered my question. Wait a
10 minute, I guess you did.

11 A. You can ask me, and I'll answer you
12 again.

13 Q. Pardon me?

14 A. I said, you can ask me and I'll answer
15 you again.

16 Q. Is it not, then, sir -- and you're a big,
17 grown-up man, you've done this for a long time.
18 Are we, then, not talking about simply a deal that
19 was made that if it's going to hurt East Kentucky
20 revenue-wise, then so be it? If it's going to
21 help East Kentucky -- if it's going to help
22 Grayson, then so be it? If it's going to help
23 Jackson, so be it, or Owen and hurt East Kentucky
24 revenue, so be it, so long as, so long as it

1 doesn't get to the point where that loss of
2 revenue causes East Kentucky to seek rate relief?
3 Isn't that -- you can boil it all down to a deal
4 is a deal?

5 A. Well, first, East Kentucky hasn't said
6 no, right? The issue has -- the issue has been
7 and continues to be whether it's five or fifteen
8 percent in allocation, all right? And the
9 Amendment 3 --

10 Q. Well, it's fifteen, isn't it? It's your
11 all's five and our fifteen, isn't it?

12 A. Well, I guess I would point you to -- and
13 there's a fine point as far as I'm concerned that
14 no member shall receive no more than fifteen
15 percent.

16 Q. Right.

17 A. And as I pointed out in my letter to
18 Carol Ann Fraley, that we see that as a limit.

19 Q. Right.

20 A. That doesn't mean that it's guaranteed.
21 And, you know --

22 Q. (Interposing) Yeah, why do you not think
23 it's a guarantee? If it says that --

24 A. (Interposing) Why didn't it say that any

1 member may receive 15 percent, and the first pig
2 to the trough eats first?

3 Q. Isn't that a reasonable inference to draw
4 from that, that it is first come first serve?

5 A. No. I don't believe it's reasonable to
6 draw that inference or not, because this document
7 -- Amendment 3 was dated October 2003. And Board
8 Policy 305 was dated March of 2004, which is
9 almost concurrent with the signing of Amendment 3.
10 So, I wasn't there. I've only been at East
11 Kentucky for three years. But it's persuasive to
12 me that the same people that were responsible for
13 drafting Amendment 3 were responsible for drafting
14 Policy 305. And Policy 305 gives the details on
15 how to allocate the benefits of Amendment 3 to the
16 members.

17 Q. Do you think that the Board Policy can
18 modify Amendment 3?

19 A. I do not. But I don't see that the Board
20 Policy is out of alignment with Amendment 3. And
21 so given that it's not out of alignment with
22 Amendment 3, I don't see that it is in any
23 negative way impacting the rights and benefits of
24 Amendment 3.

1 Q. I've seen things in filings here from
2 your lawyers in this case that include statements
3 such as, you know, the claimed notice that Grayson
4 Rural Electric has sent or its desire to enter
5 into this deal with Duke based upon how they look
6 at things here on behalf of East Kentucky that may
7 not be fair to the members of Grayson Rural
8 Electric or an equitable thing to the members of
9 Grayson Rural Electric. Have you seen any
10 documents with language such as that?

11 A. Do you have one with you?

12 Q. Yeah, it's in here. I can dig it out.
13 If you do, or if you don't, fine --

14 A. (Interposing) I don't recall seeing
15 anything about documents filed saying anything was
16 unfair to Grayson Electric Rural's members. I
17 haven't drafted anything related to that.

18 Q. Do you think that it's in any way the
19 business of or some contractual obligation on or
20 legal obligation on East Kentucky Power to decide
21 for itself what's in the best interest of Grayson
22 Rural Electric's members?

23 A. No. I mean, I think it's Grayson's board
24 to decide what's in the best interest of Grayson's

1 members. And I'd like to see the document -- can
2 you produce the document --

3 Q. (Interposing) Well, if it exists, it's
4 there; if it's not, it's not. The point was I
5 wanted to asked you what you thought.

6 MR. SAMFORD: Wait, wait, wait.
7 Now, you're saying that a document exists that
8 says something that you give a characterization,
9 and now you're saying that it doesn't exist?

10 MR. SCOTT: Let's take a minute
11 here, sir, and I'll find it, because I don't want
12 anybody saying that the truth slapped me in the
13 face and I didn't know it, so --

14 THE WITNESS: I would like to see
15 where we said that something that you're doing is
16 not in the best interest of your members or
17 however you characterized it.

18 MR. SCOTT: All right. Well, we'll
19 find it here.

20 Q. September 24th objection that was filed
21 kind of mirrors something that you said there a
22 minute ago near the conclusion of that document,
23 talking about the MOU and so on. "In contrast to
24 the load designation and filing requirement of

1 Amendment 3, the MOU included a provision which
2 East Kentucky effectively agreed to waive the
3 requirement for all future Amendment 3
4 transactions; thereby opening the door for the
5 type of block power purchases now contemplated by
6 Grayson." Is that what you were referring to a
7 while ago?

8 A. Uh-huh. But that's not the reference
9 that you made.

10 Q. No, no, no.

11 A. That's the reference I made?

12 Q. I'll find it. I'll find it. And here's
13 what I'll do, before we leave here today, I will
14 -- and we may go on with the rest of this
15 deposition, but before we leave here today, I will
16 either state on the record that it doesn't exist
17 or, "Here it is and I'll read it," okay?

18 Well, I'll keep looking here in a minute.

19 A. Well, you're going to do that before I
20 leave, right? Since it was during my deposition,
21 and I'm the one --

22 Q. (Interposing) Yeah. And I'm about
23 through, and we can just wait and Jeff will go
24 through it here. And I'll say, "Boy, I made a

1 statement that I thought was referencing East
2 Kentucky's lawyers saying that we need to look out
3 for -- we, East Kentucky, need to look out for
4 Grayson," or words to that effect and that Grayson
5 -- and that East Kentucky has a need to make sure
6 that it looks out for the best interest of Grayson
7 and its member," or I will say, "Well, you know,
8 that wasn't said. I thought it was, but it wasn't
9 said." So, I'll tell you one way or the other,
10 how's that?

11 A. That's good.

12 Q. Is that fair enough?

13 A. That's fair.

14 Q. All right. Go back to OATT a minute.

15 A. Open Access Transmission Tariff?

16 Q. Yeah. And that's nothing that would
17 change under this, as far as any -- unless Grayson
18 would have to pay that; is that correct?

19 A. If you -- I mean, I haven't seen your
20 contract with Duke, or I don't know what it looks
21 like. But when you give Amendment 3 notice that
22 you're going to deal with someone other -- serve
23 your power, serve load with anything other than
24 East Kentucky Power contract, which is a bundle

1 contract that supplies you capacity and energy,
2 transmission service, balancing and all the bells
3 and whistles associated with serving load, then
4 you have to go and file for -- you or your agent
5 has to go and file for transmission service for
6 that 9.3 megawatts. And you have to follow the
7 OATT, which is not an East Kentucky OATT now, it's
8 a PJM OATT. So, you won't even be dealing with
9 East Kentucky on that; you'll be dealing with PJM.
10 You or your agent will be dealing with PJM. And
11 you'll get the same treatment that East Kentucky
12 gets when we deal with PJM.

13 Q. Is there any other acceptance by East
14 Kentucky for off-system power at this point
15 besides the Jackson? Is there Salt River? Is
16 there a one -- is there a hydro --

17 A. (Interposing) It's Lock 7.

18 Q. Is there anything else?

19 A. No.

20 Q. Jackson and that --

21 A. Jackson doesn't -- all of Jackson's are
22 behind the meter. Anything that --

23 Q. (Interposing) And Salt River's is a one
24 megawatt --

1 A. (Interposing) Salt River's was -- Salt
2 River gave notice for Lock 7 back in 2004. There
3 was any number of -- there were a number of -- you
4 know, that was done at the early beginning. And
5 Salt River was not paying for transmission for a
6 number of years on Lock 7. And one of my jobs has
7 been to work with Salt River and put them -- and
8 have them pay for transmission. And this year,
9 just recently, Salt River is paying for
10 transmission associated with Lock 7.

11 Now, when we integrated into PJM, we carved
12 Lock 7 out and enveloped it within East Kentucky's
13 load because it was historical and made exceptions
14 for that, and PJM accepted that as part of our
15 entry into PJM. But going forward, you know,
16 things are -- I don't see things being enveloped
17 within East Kentucky's load like the Salt River
18 project is.

19 Q. Is there anything else that was done like
20 that?

21 A. No. Done like?

22 Q. Like Salt River's one --

23 A. (Interposing) There's no other Amendment
24 3 generation that is being delivered across the

1 transmission system.

2 Q. So, they are paying or they are not?

3 A. They are paying.

4 Q. Okay.

5 A. They're paying East --

6 Q. (Interposing) What do they pay?

7 A. They pay us the cost of NITS service on
8 the LG&E and KU transmission system for that.

9 Q. Do you have documents evidencing that
10 that you could obtain and send us and show what
11 they actually pay?

12 A. I can show you what they pay, yes, sir.

13 Q. Would you do that? You might have to ask
14 your lawyers if that's okay. But maybe at some
15 point in the future, provide that?

16 A. We'll provide that. But, that, as I
17 stated before, that was something that we have
18 been working to resolve for the better part of two
19 and three-quarter years. And it has been
20 resolved. And it was -- you know, with regard to
21 PJM, it was agreed to by PJM. And we don't
22 anticipate doing that in the future.

23 Q. Sir, as fate would have it, which is
24 probably why you insisted that I keep looking, I

1 find in a letter of October 2, 2013, that has your
2 name on it, to Carol Fraley that, in summary,
3 without knowing the amount of power to be acquired
4 from the non-EKPC resource, the date upon which
5 this will happen or the load or loads to be served
6 by the non-EKPC resource, it is impossible for
7 EKPC to assure that Grayson's customers are
8 reliably and adequately supplied with power. And
9 that was the reference that I was making a while
10 ago.

11 So, is it your belief, then, that East
12 Kentucky must be assure then that Grayson's
13 members are supplied with reliable power; that
14 it's not Grayson's responsibility, that it's East
15 Kentucky's?

16 A. Well, before you leave the contract, you
17 have to give notice as conforms to the Amendment
18 3. Once you've given notice that conforms to
19 Amendment 3, it's your responsibility to assure
20 that your customers are served. But it's my
21 responsibility to assure that -- because I have to
22 adhere to Amendment 3 and Board Policies, so that
23 was my way of saying that I have to assure that
24 the Amendment 3 policy is being -- has been

1 followed or I have not fulfilled my responsibility
2 to assure that you're adequately served.

3 MR. SCOTT: Mr. Samford, the
4 document does exist.

5 MR. SAMFORD: Thank you.

6 THE WITNESS: I don't know that I
7 agree --

8 MR. CRAWFORD: Jeff, can we have a
9 copy of that, please?

10 MR. SCOTT: I'll talk to Carol Ann
11 about that.

12 MR. SAMFORD: The letter was
13 actually attached --

14 MR. SCOTT: (Interposing) Yeah, it
15 was attached to their objection to the request for
16 the amendment.

17 THE WITNESS: But I don't know that
18 I agree that that was being parental on the part
19 of East Kentucky to Grayson.

20 MR. SCOTT: Well, that's where you
21 and I differ, I guess.

22 THE WITNESS: It may be, at least
23 one of the points where you and I differ.

24 MR. SCOTT: I don't know. I think

1 we're agreeing on a lot of stuff.

2 Q. (By Mr. Scott) Let me ask you this:

3 "You haven't done the notice right, Grayson."

4 This is your letter. "You haven't done the notice
5 right and, you know, here's why you haven't done
6 the notice right."

7 A. And I offered to help you. I'll be happy
8 to write the notice for you if you'd like.

9 Q. Well, gollee, that might be swell.
10 That's my question. You know, I'm not agreeing on
11 the load part of your analysis, and maybe it's
12 because I don't know enough about what you do or
13 how you do it or what has to be accomplished to do
14 your job as you do -- well, I know I don't. But
15 looking at this contract and thinking how Grayson
16 gets its power, I have a little bit of difference
17 in your opinion on that. But --

18 A. (Interposing) Well, Jeff, once --

19 Q. (Interposing) Explain to me that again,
20 though, because I ain't getting it. You know, the
21 load, the -- if it's 9.3 megawatts, Grayson uses
22 -- what did you say, 50, or what --

23 A. (Interposing) Your load factor, which is
24 a percentage of --

1 Q. (Interposing) Of your demand?

2 A. It's how much energy is supplied of that
3 9.3 megawatts.

4 Q. Yeah.

5 A. But we don't have to agree, okay?
6 Because when we take that 9.3 megawatts out and
7 you take the load to PJM, that's between you and
8 Duke. That's not between you and --

9 Q. (Interposing) That's what I thought.

10 A. Yeah. So, I don't --

11 Q. (Interposing) That's what I thought.
12 But I'm hearing you say something different.

13 A. No, no. I'm pointing out to you that
14 when you try to take this type of power supply to
15 serve something that looks like this, it doesn't
16 work well. But that's up to you to deal with in
17 the future, not with me. Because when you take
18 that load out, you and Duke or you and whoever are
19 going to serve that, all right? We're not going
20 to bid it; we're not going to serve it. That's
21 between you and your new power supplier about how
22 you all serve that. But, you know, that's going
23 to be yours.

24 Q. So, why do you care?

A. I don't. I mean, I care but that's -- you know, that's up to you to handle going forward.

Q. Getting to the point at which I thought you and I were in --

A. (Interposing) Violent agreement?

Q. Wondrous agreement, and happily agreement.

Are we not talking, Grayson Rural Electric and East Kentucky, are we not talking about policy differences rather than implementation of Amendment 3 differences? Because you agree that Amendment 3 is there and is a contract that controls the purchase of outside power. You've told me that. You agree that if Grayson makes a deal with somebody, it's their deal and they've got to live with it. That once -- you don't have those, as you termed, those parental duties. I didn't say that but you did. But those wouldn't even exist once the deal is done, so --

A. (Interposing) Where the problem -- you know, your question: Where is the problem?

Q. Where is the rub?

A. First of all, you know, if you give a

1 conforming notice --

2 Q. (Interposing) Which you're going to help
3 us do.

4 A. (Continuing) -- then the problem gets to
5 be how it's implemented, all right? And today,
6 because we don't have the MOU, right? When we had
7 the MOU, all right, it was agreed in the MOU that
8 up to 2.5 percent, you had --

9 Q. (Interposing) You go that far?

10 A. You could go that far. And each member,
11 first member --

12 Q. (Interposing) But at that point --

13 A. (Continuing) -- go to 15 percent would
14 go. But now we're back to -- since that got
15 cratered, we're back to Amendment 3 and Policy
16 305. So, what I have to do, as an employee of
17 East Kentucky, is follow the policy --

18 Q. (Interposing) You still have to --
19 you've got your margin order --

20 A. (Interposing) I've got the --

21 Q. (Continuing) -- you've got to do that?

22 A. Right. So, you've got to give me a
23 notice that conforms, all right?

24 Q. With Policy 305 or --

1 A. (Interposing) The notice has to comply
2 with --

3 Q. (Interposing) You're saying that it
4 still doesn't comply with Amendment 3?

5 A. It's got to comply with Amendment 3. And
6 once we get a notice that conforms to Amendment 3,
7 then we -- because it's greater than five percent,
8 we go into Policy 305.

9 Q. And you stand by your words that you put
10 in this letter to Carol Ann that the June 2012
11 notice of five or less and the August 2012 notice
12 of five or less and the January 13 notice of less
13 than five and then -- that none of those are
14 compliant with Amendment 3 because it didn't
15 designate the load and didn't designate the date
16 on which this was to occur?

17 A. Well, Jeff, how -- yes, I do.

18 First, let me answer your question. Yes.
19 And then let me say, there's a lot of work that
20 has to go on both for you and for us to bring
21 effect to that --

22 Q. (Interposing) Well, can't you see that
23 June of 2012 to November 1, all saints' day, 2013,
24 that Grayson would think, "Gollee, there's been a

1 lot of time to get work done, and that East
2 Kentucky ought to have said, 'Hey, Grayson. Okay.
3 We've got this June something letter. Gee, what's
4 going on there, folks? How can we help you do
5 that'"? And that that was never done. Do you see
6 that that might be their position?

7 A. No.

8 Q. You don't?

9 A. No. I'm sorry. You know, we didn't --
10 we're not the party that has entered into the
11 legal area here. We didn't drag this to the
12 Commission and file lawsuits.

13 Q. Well, we filed a Commission Complaint
14 concerning Amendment 3. That's the only thing
15 that is involved with the Public Service
16 Commission, you know. And I don't know what a
17 lawsuit has got to do with Amendment 3, other than
18 what your lawyers say.

19 A. Your point is well taken. But, you know,
20 for us to bring effect to a notice, okay -- and
21 the reason that we have notice is to give us
22 adequate time to get the metering and other things
23 set up and to adjust our power supply plans as we
24 go forward, because --

1 Q. (Interposing) But -- I'm sorry. I
2 interrupted you. That was bad on my part. Go
3 ahead.

4 A. And the other thing is is I have to
5 comply with Amendment -- you know, I have to
6 follow Amendment 3. And if you give me notice,
7 then -- you know, and I was going to put metering
8 in place for the Magnum deal, then, okay, we go
9 down that path. But I don't know that the notice
10 for the Duke, until you tell me what you're going
11 to do with Duke, what the load is. I don't know
12 where to go put the meter to be able to know that
13 you're serving -- to be able to take that load out
14 of my power supply to you. So, there's things
15 that I've got to do to bring effect to what you
16 want to do, all right?

17 And the other thing I've got to do is start
18 adjusting the plans of East Kentucky as to whether
19 or not we're going to serve your load.

20 Q. Well, I guess we thought that by telling
21 you that in June, to the extent of June 2012, that
22 9.3 megawatts, that you could have come back and
23 said, "Okay. Here's how you need to do that."

24 And I also understood you to say a minute ago

1 that, "You don't have to worry about metering on
2 this 9.3" --

3 MR. CRAWFORD: Jeff, let me note an
4 objection. You know, I outlined all of this last
5 night again, because I didn't want to go by
6 memory. I'm looking at your June 22nd, 2012
7 notice, and it references the 10.7 megawatt load
8 with Magnum. And then your second, August 9th,
9 you talk about a 5 megawatt.

10 THE WITNESS: And then you talk
11 about a 4.4 megawatt purchase.

12 Q. Yeah. And, you know, try to get 5 or
13 under for a calendar year, under Amendment 3.
14 That it was error, I think, to say, "We want to
15 use 10 point whatever." First of all, the math
16 was wrong. But we can't say we want to use 10.7
17 -- let's say 9.3 because 9.3 is the maximum. We
18 can't say we want 9.3 for the calendar year of
19 2012, because we'd have to give you 18 months'
20 notice. Whatever anybody's interpretation of
21 Amendment 3, if it's over 5, you know you've got
22 to give 18 months' notice. So, we could not have
23 properly have said, "During the year 2012, we want
24 9.3." That would be wrong. So, we had to break

1 it down 5 or less for 2012 and then 5 or less for
2 2013. And then in the aggregate, you've got your
3 15 percent, which is 9.3. That's why those were
4 done that way.

5 A. But that -- and -- so --

6 Q. So, I don't think an 18-month period runs
7 until January or something at the earliest, you
8 know.

9 A. But that was for a particular -- where
10 you -- and the Magnum deal was partially behind
11 the meter and partially going to be in front of
12 the meter, because my recollection of the feeder
13 that you're going to put it on, that it was going
14 to attach to -- you didn't have enough load on
15 that feeder, right?

16 Q. Uh-huh.

17 A. So, it was going to be a kind of hybrid
18 type of deal. But I don't know where -- is that
19 the feeder that you're going to want to -- which
20 feeders are you going to take off of East Kentucky
21 with your Duke deal?

22 Q. Well, why does that matter, under the
23 scenario that we went through a while ago, the way
24 I understood it?

1 A. Well, because you're going to serve that
2 load. That's going to be your load; not going to
3 be East Kentucky's load anymore. So, you know,
4 we're going to have to carve that out. And I need
5 to know how much -- you know, you're going to need
6 to know how much load you have on that feeder
7 every day so that you can bid it in to PJM.
8 You're going to need meters on it and we're going
9 to need meters on it so that we know how much
10 you're serving. I mean, you're going to have to
11 know how much you're serving, because you're going
12 to -- every day, you or your agent is going to do
13 a load forecast for it, and you're going to bid it
14 in to PJM, all right?

15 And there's an accounting process that says
16 that it's going to go out and look at that
17 substation and it's going to say, "This much was
18 served by East Kentucky, and this much was served
19 by Grayson."

20 Q. Isn't it just a financial transaction?

21 A. In what sense?

22 Q. I mean, it's just -- the way I understood
23 your explanation of how, you know, this gets bid
24 in and then how you get your clearing and all

1 that, it seems to me like with all of these
2 megawatts going through here, it's just a
3 financial transaction. And it's 9.3 megawatts
4 less.

5 A. But you're going to be paying Duke for
6 your 9.3 megawatts, and you're going to be paying
7 us for the balance, all right?

8 Q. Correct.

9 A. And what you're -- Jeff, you're taking
10 your 9.3 and you're separating it out from the
11 contract. You're not going to get a credit on
12 your bill from East Kentucky for 9.3 megawatts.
13 You're going to get a bill from Duke for 9.3
14 megawatts and you're going to get a bill from us
15 for the balance. And for us to be able to
16 segregate that, there's a lot of work that has to
17 be done. We've got to know where you're going to
18 -- what the load is for the 9.3 that you're going
19 to serve from Duke.

20 Q. Why can't people sit down with you --
21 you're the guy in charge of this -- assuming
22 everything else being -- well, let me start all
23 over.

24 Nobody, no distribution co-op, so far,

seemingly wants to admit that if they pay less for power that it is in the best interest of their members. But let's assume that it was. Let's assume that whatever money any distribution co-op pays for its wholesale power rate is less in the aggregate of what they pay East Kentucky Power, and that, therefore, that could be a reduced rate that their members have to pay.

And all these answers that people have given, say, "Well, not necessarily. You have to take into account this. You have to take into account that. You have to take into account stranded costs," and all the nuanced answers. But if you get to just the premise that grown people ought to be able to agree upon, that if you pay less for something, that it's a good deal. Can you and I agree on that?

MR. CRAWFORD: Now, let me note an objection. Jeff, you're an interesting fellow. You threw in there, you drug the rest of the co-ops in, including Owen. And since I just answered their interrogatories, I know how they answered that. They answered it that, "We, like Grayson, are endeavored to figure out exactly what

1 it would cost us to purchase off-line. And we
2 can't do that until the interpretation of
3 Amendment 3 is either done by PSC or we agree in
4 the MOU that we all worked on. Then we can run
5 the numbers, utilizing the proper expertise to
6 ensure that it's in the best interest of our
7 consumers." That's the way I answered the
8 interrogatory. And two managers of the two co-ops
9 I represent said that that was the honest truth.
10 There was no other way to answer at this point.

11 So, I don't know about these nuances that
12 you're talking about, but we want the same thing
13 apparently that Grayson wants, which is to
14 understand how to do this. But there's an
15 interpretation problem with Amendment 3.

16 MR. SCOTT: Well, let me finish.
17 It's still nuanced. And it's the -- it's not
18 answering the question.

19 Q. But my question for you is: If we're
20 talking about this little package of Sweet Tarts
21 that we're going to go to a convenient store and
22 buy, and we love Sweet Tarts, and we can go pay a
23 nickle at Junior Food Mart or pay a dime down at
24 Speedway next door, we would probably rather go to

1 Junior Food Mart and pay the nickle.

2 Now, if we can pay for power less,
3 considering the costs, all those things, we're
4 leaping forward, we're leaping forward to notices
5 being met and tariffs and everything, assuming
6 there is a way to pay less for power, why is that
7 not a good thing? Wouldn't you agree with me that
8 that's a good thing?

9 A. To answer the question about Sweet Tarts.
10 If there's a dime difference -- if there's a
11 nickle difference between here and there, this is
12 a very simple -- but even that has complications,
13 because the difference would be, "Where are you?"
14 Because with the price of gas today, it may be --
15 if you're at the Speedway, it's cheaper to buy it
16 at Speedway than it is to drive down there and
17 pick it up. So, even with your example, there's
18 complications, okay? So, it's not a simple
19 answer. And I think that's what you're saying is
20 is you've got to know all the details to come up
21 with the answer.

22 Q. All right. Well, I'm asking you to --
23 MR. SAMFORD: (Interposing) Let
24 the record reflect he just motioned down to Mr.

1 Crawford.

2 THE WITNESS: Mr. Crawford.

3 Q. Well, what I'm asking you to do is --

4 A. (Interposing) You're asking me to --

5 Q. (Continuing) -- to know all the details.

6 And once you know all the details --

7 A. Well, I'm sorry. You're asking me right
8 now to make an ascertainment about what is good for
9 Grayson. And just a moment ago, you were very
10 emphatic that I didn't have any play in deciding
11 what's good for Grayson.

12 Q. No, I'm not asking you to tell me what
13 you think is good for Grayson. I'm just trying to
14 get to a point where if you and I can agree, you
15 for the position that you hold with East Kentucky,
16 can agree, considering this unique thing where
17 Grayson is an owner of East Kentucky --

18 A. (Interposing) They are.

19 Q. (Continuing) -- that if what Grayson and
20 the other distribution co-ops pay for power can be
21 reduced, once all the details are known --

22 A. All right.

23 Q. (Continuing) -- once all the
24 implementation of the scenarios are done and

1 known, isn't it not a good thing for Mrs. Jones,
2 sitting in her mobile home, to pay less for power
3 every month? Can't we agree on that?

4 A. Jeff, I think that we can agree that what
5 needs to happen is through collaboration between
6 Grayson and all the other members is trying to get
7 Mrs. Jones the least cost power supply, all right?
8 But as we pointed out, you know, the underlying
9 issue here has always been fairness and cost
10 shifting amongst members.

11 Q. There you go again, trying --

12 A. I'm not trying to do anything. East
13 Kentucky -- here's the point, and we've said this
14 a number of times.

15 Q. So somebody doesn't jump in there and get
16 more than they should? Is that why you say that?

17 A. The fairness issues is -- and the
18 fairness issue was addressed in Policy 305. There
19 has been a knowledge fairness issue from the
20 beginning about how do you allocate a constrained
21 resource amongst the members, okay?

22 Now, the other thing that needs to be
23 considered is that when you -- when we're in an
24 era where a load is increasing all the time,

1 losing load to an external power supply doesn't
2 increase cost.

3 Q. Thank you.

4 A. When your load is going like this,
5 (indicating).

6 Currently load is flat. So, when you go out,
7 when anyone goes out and brings additional power
8 supply to a power supply that has already got
9 enough to serve, you're creating costs,
10 unrecovered costs that increases the cost to
11 everyone. And that's -- and, you know, the
12 question being is -- the question should be --
13 well --

14 Q. Tell me how I've said it wrong. Go
15 ahead. You know, tell me what --

16 A. (Interposing) No, no, no. I'm not
17 saying --

18 Q. (Interposing) Tell me why you think the
19 question was not correct, or the analogy that I
20 was trying to make.

21 A. Yeah. If you're trying to buy -- you
22 know, if your rate, through purchasing additional
23 power supply, increases the aggregate cost to
24 everyone, you haven't helped the lady at the end

1 of the line.

2 Q. But the way I understood you is that it
3 hasn't and won't unless you keep on going to a
4 point where your then revenues are not sufficient
5 to meet what the wholesale power contract says it
6 can meet, correct?

7 A. You mean -- your point is -- I'm sorry.
8 I'm trying to understand what your point is. I
9 think the point you're saying is that you, in
10 isolation, are not driving that.

11 Q. Right.

12 A. But if many people do that --

13 Q. (Interposing) You're saying it could?

14 A. (Continuing) -- it will.

15 All right. I'm saying that -- I'm saying
16 that every one of them contributes. And then you
17 reach a tipping point where you have to do
18 something.

19 Q. But we're not there, even with 9.3
20 megawatts, we're not there, right?

21 A. I'm not the person that does that kind of
22 calculation.

23 Q. Well, what's your opinion? I mean,
24 you're an educated man. What is your educational

1 background?

2 A. I'm a civil engineer.

3 Q. Okay.

4 A. I've worked in this industry for over 30
5 years.

6 Q. Well, then, you can answer that question
7 to know whether or not we would be there at 9.3
8 megawatts.

9 A. Let me answer that with one of my -- with
10 what one of my mentors has told me about deals.
11 You know, I brought a deal to one of my mentors a
12 while back when I was a much younger man. And I
13 told him, I said, "Kyle, you know, I know this
14 isn't quite covering our costs but it's only 9.3
15 megawatts."

16 And he said, "David, if one is good is five
17 better?"

18 And the answer is no. So, you know, if one
19 is good -- one is not good; five is not good.

20 Q. Because it would be --

21 A. Because --

22 Q. (Continuing) -- an increased amount of
23 revenue lost to East Kentucky Power?

24 A. Yeah, I mean, you're increasing -- at

1 some point, you set precedences, you attorneys
2 would say, or you set things up, and, you know,
3 you do things that are not productive. You do
4 enough things that are not productive, you end up
5 with things that don't turn out well.

6 Q. What I'm hearing you say, the inference
7 that I'm drawing from what you're saying by that
8 statement is that the purchase of outside power,
9 under Amendment 3, just should not be done.

10 A. Well, Jeff, today we do that for all the
11 members.

12 Q. Yep, you do, don't you? To the extent of
13 several megawatts a day, right?

14 A. Probably multiple --

15 Q. Hundreds?

16 A. Hundreds of megawatts --

17 Q. (Interposing) 300 or whatever the number
18 is per day.

19 A. It varies every day. But some days, it's
20 -- some days, it may be 1,000.

21 Q. And this would just be 9.3 less, right?

22 A. But the difference is is that when we
23 purchase it for the aggregate, everybody benefits
24 equally. When you do it as an individual, or as

1 an individual co-op, the rest of them don't
2 benefit from it.

3 Q. And you think that's East Kentucky's
4 province to make sure that that doesn't happen?

5 A. No. I'm saying that's a fact. Amendment
6 3 --

7 Q. (Interposing) Is that good or bad?

8 A. I don't -- it's not my job to -- my job,
9 Jeff, is to implement Amendment 3.

10 Q. And I get you, and you've said that two
11 or three times. But have you been given those
12 marching orders from your superiors to make sure
13 that when you do analyze that, you make sure that
14 the slant that you've put on it is to make sure
15 that you continue to say that it's not in the best
16 interest of everyone? If Grayson gets to do it,
17 it might be good for Grayson, but it's not in the
18 best interest of everyone; so, therefore, East
19 Kentucky, as the parent, East Kentucky, as the
20 entity that should look out for the best interest
21 of the members should not allow it to happen?

22 A. East Kentucky --

23 Q. (Interposing) Have you been given that
24 kind of marching order?

A. No.

Q. By words or by substance?

A. First of all, I don't need to be given marching orders to do my job. I read the Amendment 3, and we implement. And I'm not saying I'm the only one that does it, but I've read it. I understand -- I believe I understand it. As an employee of East Kentucky, I have to implement the Board Policy 305. You know, the Board directs me on what to do. I've got Amendment 3 and they have Board Policy 305.

Q. Somebody directed you to write this letter, didn't they?

A. I believe I wrote that letter to give you insight into what it would require --

Q. (Interposing) Well, you start off by referring to --

A. (Interposing) I think our response to one of your letters, a letter from Carol Ann there.

Q. "Please accept this in response to your letter dated September 26, purporting to give notice on behalf of Grayson Rural Electric."

That September 26th letter was not addressed

1 to you, was it?

2 A. No. That September 26th letter, I
3 believe, was addressed to Tony Campbell.

4 Q. Right. So, therefore, Mr. Campbell had
5 to give you direction to respond to it, correct?

6 A. No. Mr. Campbell sent me the letter.

7 Q. Without comment?

8 A. Said probably -- I don't recall any
9 comments on the letter. I just got the letter. I
10 knew that it was my responsibility, within my
11 purview, to answer the letter.

12 Q. And so you put this letter together?

13 A. Yes, sir.

14 Q. Without comment from Tony Campbell?

15 A. Mr. Campbell is aware of what's in that
16 letter.

17 Q. Did he assist you in its preparation?

18 A. Not to my recollection.

19 MR. SAMFORD: I'm going to object,
20 too, because, obviously, this is all tied into the
21 litigation. And so the company's methods and
22 correspondence is tied to the litigation, and it's
23 close to privilege could be work product --

24 MR. SCOTT: Well, it wasn't from a

1 lawyer or to a lawyer. I mean, this was from
2 President Carol Ann Fraley to President Tony
3 Campbell. And then you sent a letter back to
4 Carol Fraley, October 2, 2013. You know, this
5 document later got attached to a pleading filed in
6 this case. But it certainly wasn't done as a part
7 of this case.

8 Q. My question is: Did Mr. Campbell assist
9 you in the preparation of this letter?

10 A. I mean, I forwarded that letter, in draft
11 form, to Tony Campbell for his comments.

12 Q. And did you forward it to anybody else
13 for their comments?

14 A. I forwarded it -- I don't recall -- Mr.
15 Samford was also forwarded the letter for comment.
16 But those are my thoughts.

17 Q. Do you see anything that's bad policy,
18 anything that is in any way deemed by you to be
19 inappropriate for Grayson Rural Electric to try to
20 purchase power at a cost that is less than what it
21 pays to the extent of 15 percent of its load in an
22 effort to benefit its members?

23 A. Grayson is allowed, under Amendment 3, to
24 go purchase power from entities other than East

1 Kentucky. And, you know, whether that's good or
2 bad, whether the price is something that is good
3 for Grayson's members is for Grayson's board and
4 the Public Service Commission to determine.

5 Q. So, would there be any reason for East
6 Kentucky Power to even be involved in that
7 process?

8 MR. SAMFORD: Other than the fact
9 you see us.

10 A. Yes. Because you have to give us -- you
11 have to conform to Amendment 3 and give us notice,
12 and then we have to put the technical things in
13 place to be able to do the accounting to segregate
14 the load that you're serving with a third-party
15 supply and the load that we're serving under the
16 wholesale power contract. Aside from that, I
17 don't need to be involved at all.

18 Q. Assuming there was a notice given to
19 whoever East Kentucky said the appropriate person
20 was to receive notice today, all saints day, that
21 Grayson was going to, under Amendment 3, purchase
22 9.3 megawatts of power from Duke Energy, and this
23 number of megawatts would just be place on its
24 system for distribution as it deemed fit, and the

1 notice would contain whatever other requirements
2 you said it should have, and that you sat down
3 with Carol Fraley and assisted her in the
4 preparation of the notice, and the notice said
5 everything that East Kentucky thought it ought to
6 say, would it be 18 months from today before could
7 actually occur?

8 A. Jeff, you know, as -- I can't change
9 Amendment 3.

10 Q. Well, so, is the answer yes or no?

11 A. You know I have to administer Amendment 3
12 per what it says in Amendment 3. Amendment 3 says
13 that if it's greater than 5 megawatts, it's 18
14 months.

15 Q. That would be yes, now, wouldn't it?

16 A. I'm just quoting you -- as I said, I
17 don't have the authority to change Amendment 3.
18 So, yes, as far as I'm concerned, I would -- as
19 far as the way I would pursue it, I would look at
20 Amendment 3, and it would be greater than 5
21 megawatts --

22 Q. (Interposing) And that question was kind
23 of asked of you by Carol Ann on the phone or
24 something a few months --

1 A. (Interposing) It was, correct.

2 Q. And that was your answer? "You know, all
3 I can do is tell you what Amendment 3 says. And
4 as far as I'm concerned, Amendment 3 is 18
5 months," right?

6 A. That's right.

7 Q. You told her that?

8 A. That's right.

9 Q. Okay. So, 18 months from now would be
10 the date upon which this 9.3 megawatts could first
11 be purchased, according to you and --

12 A. (Interposing) Well, it's really
13 according to Amendment 3.

14 Q. (Continuing) -- and in behalf of what
15 East Kentucky says Amendment 3 says. So, is it
16 possible -- let's assume that the cost to Grayson
17 for that 9.3 megawatts, 18 months from today,
18 would be the same as Grayson thinks it would be
19 today, and that the overall costs would be less
20 than what it would otherwise have to pay East
21 Kentucky Power, could East Kentucky Power do the
22 things that you're saying East Kentucky Power
23 would have to do to make sure that that happens 18
24 months from today?

1 A. If you give a conforming notice today,
2 all right, we would take the notice, because it's
3 greater than five percent, all right, because we
4 don't have the MOU in place, which would have
5 allowed you to do what you're asking for, all
6 right, and then we would take it to the board, and
7 they would go through Board Policy 305, because
8 that's what is currently in effect. And they
9 would decide whether or not to allocate in excess
10 of five percent to Grayson, okay? If that went
11 into effect, yeah, I can -- we can do all the
12 technical stuff. But it has to go through --
13 because we don't have the MOU, it has to go
14 through Board and Policy 305.

15 Q. So, in theory, irrespective of the
16 language of Amendment 3, East Kentucky could, by
17 board action, you believe, block that occurrence
18 from happening 18 months from today, by concluding
19 that under Board Policy, exceeding 5 megawatts;
20 and, therefore, it might interfere with Jackson or
21 Owen wanting to do something that -- or any other
22 distribution co-op; "And, therefore, we decline
23 to" --

24 A. (Interposing) That would be speculation

1 on --

2 Q. (Interposing) In theory.

3 A. It would be speculation on my part what
4 the board would do, okay?

5 Q. Well, it would be speculation on
6 anybody's part. But, in theory, it could happen,
7 wouldn't you agree?

8 A. Jeff, you know, of course, it could
9 happen.

10 Q. Sure.

11 A. Of course, in theory, it could happen
12 that they could approve it. So, what we're
13 talking about is speculation. So, me opining on
14 it one way or the other doesn't really move the
15 ball.

16 Q. And you understand, do you not, that
17 Grayson Rural Electric and maybe even some of
18 these other distribution co-ops don't think that
19 under Amendment 3 that board approval is even
20 allowed or necessary or something that accepting
21 or rejecting is what the board could do? Do you
22 understand that?

23 A. I understand that. But Board Policy 305
24 is there. It's approved, I guess, until -- and,

1 you know, I'd have to ask counsel, but until
2 somebody is -- I guess you would have to go
3 through and somebody would have to be rejected,
4 and then they would have to cause a lawsuit to be
5 effected to decide whether or not that has
6 standing or not. And I guess before you can have
7 a lawsuit -- or my understanding, before you can
8 have a lawsuit, you've got to be aggrieved, so --

9 Q. And could it be 18 months before anybody
10 would know if they were aggrieved?

11 A. No. I guess you would know if you were
12 aggrieved at the point in time that you went
13 through the 305 -- ran the 305 traps and got
14 denied. It seems to me I would know if I were
15 aggrieved --

16 Q. (Interposing) I don't remember what the
17 time limit on that policy -- but --

18 A. But you're asking me to give you
19 information that's outside my area of expertise as
20 far a legal and as far as I can tell you. I've
21 got Policy 305 here with me today.

22 Q. I've got it here.

23 A. But, you know, I --

24 MR. SCOTT: I might be through,

1 Mr. Crews. Let me ask Carol Ann a question.
2 Let's take a couple of minutes. I might be
3 through.

4 (A short recess was taken.)

5 Q. (By Mr. Scott) Is not the only thing
6 that East Kentucky would lose by not selling 9.3
7 megawatts to Grayson just its margins on what it
8 would have received from the sale of 9.3
9 megawatts?

10 A. No. Because we have a debt -- we have
11 debt to cover. So, it's not just margins. The
12 revenue -- my opinion, and it's probably a better
13 question to be asked of our financial folks. But
14 the margins and the debt coverage would be the
15 things that I see, as an engineer as opposed to a
16 financial person. But I don't think it's just the
17 margins.

18 MR. SCOTT: Well, except what I
19 might have to ask you after I review the answers
20 to interrogatories, I have no further questions.
21 And I reserve the right to do that, because I
22 haven't received the interrogatories.

23 MR. CRAWFORD: No questions.

24 MR. OSWALD: No questions.

EXAMINATION

1
2 BY MR. SAMFORD:

3 Q. I just have one question, I think, just
4 to clarify. Earlier we were talking about the
5 process for adopting the MOU. And you made the
6 statement that we torpedoed the MOU. Could you
7 clarify what you mean by that?

8 A. Well, when we were working on the MOU,
9 the process that we went through was -- the first
10 thing that we did was work really hard to get an
11 agreement amongst our CEOs. And the CEOs were a
12 part of pulling the MOU together. And we made a
13 lot of progress on many of the issues related to
14 what we've discussed today. And we drafted the
15 document, and we got concurrence from all of the
16 CEOs on the MOU. And it was going through Board
17 approval at all of the member boards. And that
18 was progressing well up until the time that we got
19 a letter back from Carol Ann that you had
20 withdrawn your support; that your board chose not
21 to ratify the MOU.

22 At that point in time, there were other
23 boards that chose either not to act on it, mostly
24 not to act on it at that point in time.

1 So, as far as East Kentucky, East Kentucky
2 did not withdraw its support for the MOU.

3 Q. And as you sit here today, has East
4 Kentucky's board approved the MOU conditionally?

5 A. Yes.

6 Q. What's that condition?

7 A. That all members have to approve it.
8 And, you know, as a -- I don't understand the type
9 of thing the -- the MOU resolves some of the
10 things -- the whole reason we went and worked --
11 East Kentucky and the member CEOs worked was to
12 take a lot of the complications around serving
13 load and fix that and make it so that we could
14 administer and resolve the five and fifteen
15 percent and have something that we could work
16 through and get agreement on how to implement.

17 And I'm, I guess just as a statement, not as
18 a question, I'm perplexed that Grayson withdrew
19 your support of the MOU, because the MOU would
20 pave the way as opposed to be an obstruction to do
21 what you want to do. So, that is a statement.
22 So, I'm just perplexed.

23 MR. SAMFORD: I have no further
24 questions.

RE-EXAMINATION

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BY MR. SCOTT:

Q. Do you know why East Kentucky Power did not take before its board the adoption or rejection of the MOU before it did? I think it was September 10th or so that it did that. Do you know why it didn't do that earlier?

A. If you're asking why September 10th?

Q. Why not earlier than that?

A. East Kentucky -- until all the member boards have approved it, it could not go into effect. And the original -- and it was communicated to all the CEOs that the process would be for all the member boards to approve, and then we would take it to the East Kentucky Board to approve.

The East Kentucky Board decided to approve the MOU to show that it supported the MOU.

Q. Why did it do that if it -- if it had said that it was not going to do it until all of the distribution co-op boards had approved it, then why did it go ahead and do it before all the distribution co-ops had approved it?

A. I think to make it clear that it was not

1 being obstructive to the MOU.

2 Q. And you realize that there are other
3 distribution co-ops that have not approved the MOU
4 besides Grayson?

5 A. I do recognize. I think I stated that
6 there were other --

7 Q. Yeah.

8 A. I believe I stated that. In fact, I know
9 I stated that.

10 Q. And there are other distribution co-ops
11 who have not intervened in this proceeding? You
12 know that, too, don't you?

13 A. I know that there are co-ops, other
14 member co-ops, that did not intervene.

15 Q. Does that tell you anything?

16 A. It tells me that they didn't want to have
17 the legal fees associated with intervening in this
18 proceeding.

19 Q. Well, East Kentucky pays a bunch of
20 the legal fees. I mean, do you know why they
21 didn't --

22 MR. CRAWFORD: (Interposing) Let
23 me object. East Kentucky is not paying Owen
24 Electric or Fleming-Mason's, and I so answered --

1 MR. SCOTT: (Interposing) And I
2 didn't say they did. I said a bunch. And you
3 know which ones they're paying.

4 MR. CRAWFORD: Well, once again --

5 MR. SCOTT: (Interposing) So,
6 don't act like you don't know.

7 MR. CRAWFORD: Wait a minute. Now,
8 I'm going to tell you right now, I'm not going to
9 take the lip out of you that I've been hearing
10 here today. When I speak, then you let me speak
11 like a professional, and then you can pick up.

12 MR. SCOTT: Well, don't act like
13 you don't know that East Kentucky is paying the
14 legal fees --

15 MR. CRAWFORD: (Interposing) East
16 Kentucky may be paying legal fees pertaining to
17 one or more of these, I don't know. I can't speak
18 for anybody else. But I'm here for two co-ops.
19 And they're not paying our legal fees.

20 MR. SCOTT: I didn't suggest that
21 they were --

22 MR. CRAWFORD: (Interposing) Well,
23 I believe you did.

24 MR. SCOTT: No, I didn't. I said a

1 bunch of the legal fees. You know what I said.

2 MR. SAMFORD: Let me just also say
3 again, you do not know what you're talking about.

4 MR. SCOTT: Well, I don't know the
5 truth if it slaps me in the face.

6 Q. (By Mr. Scott) So, you think that's the
7 only reason that the other distribution co-ops did
8 not get in this proceeding is they didn't want to
9 incur the legal fees?

10 A. That's what I think.

11 Q. Okay.

12 A. You asked me to have an opinion, and
13 that's my opinion.

14 MR. SAMFORD: Are you done, Jeff?

15 Q. I guess my question was --

16 A. (Interposing) You didn't ask me what
17 East Kentucky thinks; you asked me what David
18 Crews thinks. And what I answered is what David
19 Crews --

20 Q. "What do you take from that," I think,
21 was my question. And you said, "I guess they
22 didn't want to incur the legal fees."

23 A. Right.

24 MR. SCOTT: Okay. Fair enough. I

1 just want an answer.

2 THE WITNESS: Question asked;
3 question answered.

4 MR. SCOTT: Okay. I don't have any
5 further questions.

6 RE-EXAMINATION

7 BY MR. SAMFORD:

8 Q. Let me just ask one. What is the score
9 card right now? How many co-ops have approved the
10 MOU and how many have not?

11 A. The question was -- to my recollection,
12 there are 14 co-ops that have approved the MOU,
13 and two that have not; Grayson being one of them.
14 That's my recollection.

15 MR. SAMFORD: Done? We're done.

16 (The deposition of David Crews was
17 concluded at 12:50 p.m.)

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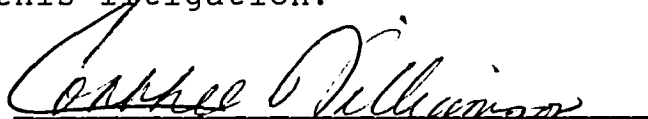
1 COMMONWEALTH OF KENTUCKY
2 BEFORE THE PUBLIC SERVICE COMMISSION

3 In the Matter of: CASE NO. 2012-00503

4 PETITION AND COMPLAINT OF GRAYSON
5 RURAL ELECTRIC COOPERATIVE
6 CORPORATION FOR AN ORDER
7 AUTHORIZING PURCHASE OF ELECTRIC
8 POWER AT THE RATE OF SIX CENTS PER
9 KILOWATT HOUR UP TO 9.4 MEGAWATTS
10 OF POWER VS. A RATE IN EXCESS OF SEVEN
11 CENTS PER KILOWATT HOUR PURCHASED
12 FROM EAST KENTUCKY POWER COOPERATIVE
13 UNDER A WHOLESALE POWER CONTRACT AS
14 AMENDED BETWEEN GRAYSON RURAL ELECTRIC
15 COOPERATIVE CORPORATION AND EAST
16 KENTUCKY POWER COOPERATIVE, INC.

17 CERTIFICATION OF THE COURT REPORTER

18 I, Conalee Williamson, Stenotype Reporter
19 and Notary Public within and for the Commonwealth
20 of Kentucky, do hereby certify that the foregoing
21 one hundred ten (110) pages is a true and correct
22 transcript of the proceedings had in this matter,
23 as hereinabove set forth, and that I have no
24 interest of any nature whatsoever in the ultimate
25 disposition of this litigation.

26 

27 Conalee Williamson
28 Stenotype Reporter
29 Notary Public

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