

COMMONWEALTH OF KENTUCKY
BEFORE THE PUBLIC SERVICE COMMISSION

In the Matter of:

The Petition of the Kentucky)
Cable Telecommunications) Case No. 2012-00544
Association for a Declaratory)
Order that the Commission Has)
Jurisdiction to Regulate the)
Pole Attachment Rates, Terms,)
and Conditions of Cooperatives)
That Purchase Electricity from)
the Tennessee Valley Authority)

DEPOSITION FOR PETITIONER

*** **

DEPONENT: ESTON W. GLOVER, JR., CR 30.02(6) Designee of
Pennyrile Rural Electric Cooperative
Corporation

TAKEN: MARCH 11, 2015

BY: LINDSEY N. McMICHAEL, Certified Reporter

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this file electronically, is hereby granted to
COUNSEL and Co-Counsel only.

1 This deposition, under oath, of Eston W.
2 Glover, Jr., was taken by me, Lindsey N. McMichael,
3 Certified Court Reporter and Notary Public, on March 11,
4 2015, beginning at approximately 9:06 a.m., Central
5 Standard Time, at the Hopkinsville Golf & Country Club, 303
6 Country Club Lane, Hopkinsville, Kentucky 42240. Said
7 examination was taken pursuant to Notice, for purposes of
8 discovery, and as provided by the Kentucky Rules of Civil
9 Procedure.

10 *** *** ***

11
12 A P P E A R A N C E S

13 FOR PETITIONER: GARDNER F. GILLESPIE, ESQ.
14 AMANDA M. LANHAM, ESQ.
15 SHEPPARD MULLIN RICHTER &
16 HAMPTON, LLP
17 1300 I STREET NW
18 11TH FLOOR EAST
19 WASHINGTON, DC 20005

20 FOR RESPONDENT: EDWARD T. DEPP, ESQ.
21 DINSMORE & SHOHL, LLP
22 101 SOUTH FIFTH STREET
23 SUITE 2500
24 LOUISVILLE, KY 40202

25 ALSO PRESENT: LEE HORTON, ESQ., GENERAL
 COUNSEL, PENNYRILE

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21 Transcript Legend:

22 (ph) (Phonetically)

[sic] (In its original form)

23 ... (Trailing off or did not complete thought)

24 - (Interjection of thought for clarification)

25 -- (Interruption of thought or speech)

1 ESTON W. GLOVER, JR.,
2 a witness, called upon oral examination by counsel for The
3 Kentucky Cable Telecommunications Association, having been
4 first duly sworn, was examined and testified as follows:

5

6 EXAMINATION

7 BY MR. GILLESPIE:

8 Q. Good morning, Mr. Glover.

9 A. Good morning, sir.

10 Q. We've met, but I'm Gardner Gillespie from
11 Sheppard Mullin in Washington, representing The Kentucky
12 Cable Telecommunications Association in this matter before
13 the Public Service Commission.

14 Would you state your name and address for the
15 record, please?

16 A. Eston W. Glover, Jr., 201 Gayle, G-A-Y-L-E, Lane,
17 Elkton, Kentucky 42220.

18 Q. Thank you. Have you had your deposition taken
19 before?

20 A. I have.

21 Q. How many times?

22 A. Probably three, four maybe, over the years.

23 Q. Okay. So you've -- you understand the process,
24 but let me --

25 A. No, sir, I don't understand the process.

1 Q. Well, let me give you a couple of instructions if
2 I may.

3 A. Okay.

4 Q. So we need to get a verbal response from you.

5 A. Yes, sir.

6 Q. Yes, no, or whatever. Shaking of the head or uh-
7 huhs or huh-uhs, won't translate well into the transcript.
8 Okay?

9 A. Yes, sir.

10 Q. Are you on any medication or is there any reason
11 why the Commission should not treat your answers today as
12 true and correct?

13 A. I am not on any medication that should affect my
14 answers.

15 Q. Okay. And there's no other reason why the
16 Commission should not be able to rely on your answers,
17 correct?

18 A. No, sir.

19 Q. Now if you don't understand a question, let me
20 know. If you answer the question we will assume that you
21 have understood it; is that fair?

22 A. Yes, sir.

23 Q. Now, you understand that you're testifying today
24 on behalf of Pennyrile Rural Electric?

25 A. Yes, sir.

1 Q. Okay. And that your answers will be treated as
2 the answers of the cooperative.

3 A. Yes, sir.

4 Q. Let's make exhibits of the two different Notices
5 of Deposition and the Commission's Order limiting the
6 deposition. Okay. So let's mark all these as KCTA 1 through
7 whatever we get to. The first one is KCTA's Notice of
8 Deposition on the 15th of January, 2014, and marked as
9 Exhibit 1.

10 (WHEREAS, EXHIBIT NO 01 WAS ENTERED)

11 Q. So you can give -- give this one to the witness,
12 I'll take those.

13 MS. LANHAM: Okay.

14 MR. GILLESPIE: You can use the -- you can be
15 looking at the official ones if you don't mind. I will look
16 at these. You can have these.

17 Q. The second exhibit will -- is a Commission's
18 Order in this case -- what is it, January 8th, 2015? Exhibit
19 2.

20 (WHEREAS, EXHIBIT NO 02 WAS ENTERED)

21 Q. Exhibit No. 3 will be the revised Notice of
22 Deposition for this deposition, sent a day or two ago, I
23 think it's March 9th, 2015.

24 (WHEREAS, EXHIBIT NO 03 WAS ENTERED)

25 Q. Okay, Mr. Glover, you're -- are you familiar with

1 these documents?

2 A. I've seen the documents.

3 Q. Okay. And with respect to Exhibit No. 3, you're
4 prepared to answer questions covered by the attachment to
5 Exhibit No. 3?

6 A. To the best of my ability, yes, sir.

7 Q. What did you do to prepare for this deposition?

8 A. I didn't -- didn't do a whole lot.

9 Q. Well, what did you do?

10 A. We had a meeting of the -- a group of folks to
11 talk about the process. We didn't dig into the deposition
12 materials, but we talked about the process. There were
13 several that had -- of us that had not had good experience,
14 and just to talk about what the process was about.

15 Q. Okay. When you say the "group of folks", who
16 would that be?

17 A. Those that are going to be deposed.

18 Q. The five different deponents?

19 A. Yes, sir.

20 Q. And you were represented by counsel at that
21 meeting?

22 A. Yes, sir.

23 Q. And what -- how long was that meeting?

24 A. Oh, it was an hour and a half to maybe two hours
25 at the most.

1 Q. Okay.

2 A. We had lunch afterwards.

3 Q. Okay. And you talked about what sorts of
4 questions you might be getting.

5 A. Yeah, we -- we talked about questions that might
6 come from -- from you and that type of thing.

7 Q. Have you reviewed any documents in preparation
8 for this deposition?

9 A. There were documents in the room. I did not
10 review the documents that -- that was relative to Pennyrile,
11 other than I opened them and it was a stack that high
12 (indicating). And I didn't -- didn't read them.

13 Q. Okay.

14 A. They were in the room during the time we were
15 there.

16 Q. Okay.

17 A. I didn't have them to come to or to take away
18 from.

19 Q. Okay. Did you do anything else to educate
20 yourself regarding the topics of the deposition?

21 A. No, sir. I have not. I -- I no longer work at
22 Pennyrile, --

23 Q. Okay.

24 A. -- but I'm still the one to represent Pennyrile
25 in this case.

1 Q. Okay. We'll get to that in a second. But you
2 figure that you know the answers without further review of
3 the documents?

4 A. Well, if you ask a question I'll look in here and
5 -- and see -- see what I can learn from it right here.

6 Q. When you say you'll look "right here", what do
7 you mean?

8 A. Well, if you ask me a question about Exhibit 3
9 I'll try and relate to that.

10 Q. Well, you understand, I'm not going to be asking
11 the exact questions that are on that list. That list is a
12 series of subjects --

13 A. I think I can answer the questions.

14 Q. Okay. And what is your current position?

15 A. I'm retired.

16 Q. Okay. And when did you retire?

17 A. February 27, 2015.

18 Q. Well, congratulations. I hope to make that
19 milestone someday. Prior to retirement, what was your
20 position?

21 A. I was CEO of -- president and CEO of Pennyrile
22 Rural Electric Cooperative, --

23 Q. And what --

24 A. -- Incorporated.

25 Q. And what were your duties as president and CEO?

1 A. Manage the Coop.

2 Q. You were responsible for all operations of the
3 Coop?

4 A. I was responsible for all operations.

5 Q. Okay. And how long were you employed by
6 Pennyrile before you retired?

7 A. Since 1987.

8 Q. And how long were you the presidency --

9 A. Since 2000. I actually served on the Board from
10 1980 until 1987, prior to my employment.

11 Q. And how were you employed prior to your
12 employment with Pennyrile?

13 A. I was a farmer.

14 Q. Okay. All right. I'd like marked as Exhibit 4
15 the -- Pennyrile's Response to a -- Response of February
16 15th, 2014, to the Petition filed by JCTA with the PSC. This
17 document is entitled The TVA Cooperative's Response to the
18 January 17th Order.

19 (WHEREAS, EXHIBIT NO 04 WAS ENTERED)

20 Q. Are you familiar with this document?

21 A. I've seen this, yes, sir.

22 Q. Okay. This document was filed on your behalf, by
23 counsel, with the PSC, correct?

24 A. Yes, sir.

25 Q. Just to correct that, it was filed on behalf of

1 Pennyrile as well as the other four TVA Coops, right?

2 A. Yes, sir.

3 Q. Okay. And I'd like marked as Exhibit 5 the
4 Coop's Response of July 25th to KCTA's Petition for
5 Reconsideration or Application for Rehearing.

6 (WHEREAS, EXHIBIT NO 05 WAS ENTERED)

7 Q. Are you familiar with this document, as well?

8 A. I've seen this document.

9 Q. Okay. Now, you became aware, shortly after the
10 filing in December OF 2012, of KCTA's request to the
11 Commission to assert jurisdiction over pole attachment rates,
12 correct?

13 A. Yes, sir. I don't know the exact dates, but I
14 rem --

15 Q. Okay.

16 A. -- I remember when I first learned about it.

17 Q. Okay. Well, it was prior to the filing of
18 February 15th, which is Exhibit No. 4, correct?

19 A. I think that would be right.

20 Q. All right. And did you review this document
21 before it was filed?

22 A. I did.

23 Q. And have you reviewed it since?

24 A. No, sir.

25 Q. Is there anything in that response that you don't

1 agree with or that does not represent the position of
2 Pennyrile?

3 A. Not that I'm aware of.

4 Q. Okay. And take a look at Exhibit No. 5, please.

5 A. Okay.

6 Q. Okay. This was filed on your behalf, correct?

7 A. Yes, sir.

8 Q. Did you review this document before it was filed?

9 A. I did.

10 Q. Have you reviewed it since?

11 A. No, sir.

12 Q. Is there anything in this document that you don't
13 agree with or that does not represent the position of
14 Pennyrile?

15 A. I'm not aware of it.

16 Q. Okay. All right. I'd like marked as Exhibit No.
17 6 Pennyrile's Responses to the First Set of data Requests.

18 (WHEREAS, EXHIBIT NO 06 WAS ENTERED)

19 Q. Are you familiar with this document?

20 A. I am.

21 Q. And you verified the accuracy of the responses in
22 this document, did you not?

23 A. I did.

24 Q. Okay. What did Pennyrile do to respond to these
25 data requests?

1 A. I asked each department that had a part to play
2 in it to respond, and then it was compiled internally and I
3 signed off on it.

4 Q. This response was -- was it written by you or was
5 it written by your counsel?

6 A. This response was written by the counsel. My
7 report to him is included in this response. I haven't filed
8 anything.

9 Q. Did you submit a written report?

10 A. Yes, sir.

11 Q. Okay. And that written report was of the
12 responses to these data requests?

13 A. This is the written report.

14 Q. Okay. I'm -- I think I need a little bit more
15 explanation as to how this was prepared and reviewed. You
16 received this -- you received the data requests from KCTA,
17 correct?

18 A. Yes, sir.

19 Q. And did you go over with your counsel each of the
20 responses?

21 A. We completed each response.

22 Q. Who is "we"?

23 A. Internally at Pennyrile Electric, and sent it to
24 our counsel.

25 Q. Do you have a copy of that respon -- of that

1 response?

2 A. Not in front of me. Not unless -- Not unless
3 this is the actual one that we sent.

4 Q. Well, this is the one that was submitted to us by
5 your counsel. Okay.

6 MR. GILLESPIE: Would you provide that document
7 to us?

8 MR. DEPP: The responses that were provided to
9 you are the responses of the cooperative. I'm not going to
10 provide any attorney work product, or things like that -
11 attorney-client privilege information.

12 MR. GILLESPIE: Okay.

13 A. This is exactly --

14 MR. GILLESPIE: Well, I'm not --

15 A. -- what we prepared.

16 Q. Okay. Okay.

17 MR. GILLESPIE: I'm not asking for any attorney
18 work product or privileged information.

19 Q. Now what -- what did Pennyrile do to look for
20 documents that were requested in this data request?

21 A. Whomever had a part to play in the -- in the
22 answers for each question went through their documents to
23 find out what they needed for the answers. The answers were
24 prepared as such, and I signed off on them after I read them.

25 Q. Did you request the people that worked for you to

1 provide all of the responsive documents?

2 A. I requested them to answer the questions as the
3 question indicated.

4 Q. So take a look at page two on this ex -- excuse
5 me, it says page one of one --

6 A. Okay.

7 Q. -- of the response. This is the response to item
8 two. And the second paragraph of this response says,
9 (reading) by statute the TVA has plenary authority over all
10 rates and services over the utilities, etcetera.

11 So this was language that you prepared?

12 A. It either came right out of our TVA contract or I
13 -- I don't know where they got the -- the wording -- the
14 verbiage, but it is accurate.

15 Q. Well, I'm just trying to understand, is this your
16 verbiage or is this someone else's?

17 A. It would be my employees' verbiage.

18 Q. Okay. And that same would be true with respect
19 to the other responses here?

20 A. Yes, sir.

21 Q. Okay. I'd like marked as Exhibit No. 7 the
22 second Responses to the Second Set of data Requests.

23 (WHEREAS, EXHIBIT NO 07 WAS ENTERED)

24 Q. Okay.

25 MR. GILLESPIE: The verifications are not

1 currently attached. They're added to the end, maybe we could
2 clip them. Thank you.

3 Q. Mr. Glover, you're familiar with this document?

4 A. I've seen this.

5 Q. And this document is the responses of Pennyrile
6 to the supplementary data requests submitted by KCTA; is that
7 right?

8 A. Yes, sir.

9 Q. And this was verified by you.

10 A. Yes, sir.

11 Q. And these answers were prepared in the same way
12 as the answers to the first set of data requests?

13 A. Yes, sir.

14 Q. And so this language is the language of -- of
15 your employees?

16 A. Language that the employees put in the document.
17 Now, I'm not -- I don't know where they got the language.

18 Q. Okay.

19 A. But that's the language they put in the document,
20 which I agreed with.

21 Q. Okay. And what did Pennyrile do to search for
22 documents requested in this data request, do you know?

23 A. I do not know. Other than I asked for them to
24 get all the information that we could provide, and provided
25 it.

1 Q. Okay. All right. Let's look at Exhibit No. 6,
2 item number two, in the second paragraph of the response
3 there. This states that, (reading) "the TVA regulates these
4 rates and services through the express terms of its wholesale
5 Power Contract with Pennyrile."

6 Do you see that?

7 A. Yes, sir.

8 Q. What rates does this sentence refer to?

9 A. I -- I assume it's all rates.

10 Q. Now, you assume, I'm asking you as a
11 representative for Pennyrile, who verified --

12 A. We believe --

13 Q. -- these answers?

14 A. We believe it assu -- it is all rates.

15 Q. Okay. So what this sentence is intending to
16 impart is that TVA regulates all rates and services through
17 the express terms of the wholesale Power Contract; is that
18 right?

19 A. I feel that they represent all rates that we
20 have.

21 Q. Okay. So this would refer not only to electric
22 rates, but also to pole attachment rates?

23 A. Yes, sir.

24 Q. Now this response refers to the TV [sic]
25 Cooperative's response of February 15th, 2013, which we have

1 marked as Exhibit No. 4. Now, what is it in that exhibit
2 that you're referring to?

3 A. Well, I see one sentence here that would -- on
4 page two, (reading) the complete authority of the TVA over
5 the rates and services of TVA Cooperatives has been
6 recognized for 80 years since the TVA came into existence.

7 That was out of a case, looks like, in Kentucky.

8 Q. But are there any facts that are -- that you're
9 relying on in referring to this document?

10 A. I guess that it was basically trying to say we
11 still believe the same thing that we felt in this one.

12 Q. Okay. I -- I would like to have the exhibits to
13 Exhibit 4 attached with this document. I apologize that I
14 didn't make --

15 MR. DEPP: Just make it part of Exhibit 4?

16 MR. GILLESPIE: -- didn't already -- like to make
17 it part of Exhibit 4.

18 MR. DEPP: So that it's complete.

19 MR. GILLESPIE: Right.

20 Q. Now I would refer you to Exhibit No. 3 of what's
21 been marked today as Exhibit No. 4. This is a letter to you
22 from Cynthia L. Herron at the TVA.

23 A. (Witness reviews document.) Okay.

24 Q. Are you familiar with this letter?

25 A. I am.

1 Q. Do you know how this letter came to be generated?

2 A. I think that Cindy Herron put this together in
3 response to some concerns that the distributors had about the
4 pole attachment issue.

5 Q. Do you know who communicated with her?

6 A. Well, there would have probably been multiple
7 people to communicate with her.

8 Q. Do you know who?

9 A. Well, I talked with her, but I don't know who
10 else did.

11 Q. Okay. And did -- tell me about that
12 conversation.

13 A. I just told her there was an issue in Kentucky
14 and we needed to see what documentation we could get from TVA
15 to support our efforts.

16 Q. Okay. So you basically asked her to write this
17 letter?

18 A. I -- I would have asked for her to write this
19 letter.

20 Q. Okay.

21 A. But not me alone.

22 Q. And who was -- else involved?

23 A. I don't -- I don't know. I don't know the answer
24 on that.

25 Q. Well, you communicated with her directly,

1 correct?

2 A. I did.

3 Q. By phone?

4 A. Yes, sir.

5 Q. Okay. And do you know if any other
6 representatives of the cooperatives spoke with her on this
7 subject?

8 A. Of my cooperative?

9 Q. No, of any cooperative.

10 A. I -- No, I -- I don't have facts on that, no.

11 Q. Did you assume that other --

12 A. I think that others talked to her.

13 Q. What's the basis of your thinking that others
14 talked to her?

15 A. Just our communication among ourselves. Just it
16 seems that there were several who contacted her, but I can't
17 tell you who.

18 Q. Do you have any documents reflecting any other
19 communications?

20 A. No, sir.

21 Q. Do you have any documents reflecting the
22 communication that you had with Ms. Herron?

23 A. By phone? No, sir.

24 Q. Okay. Do you know who drafted the letter?

25 A. Well, I assume Ms. Herron did.

1 Q. Okay. You see that the letter says in the third
2 paragraph, second sentence, (reading) "TVA does not object to
3 joint facilities as long as the power distributor recovers
4 the costs associated with pole attachment rentals and that
5 the electric rate payers do not subsidize the cost -- costs
6 of these rentals."

7 Do you see that?

8 A. Yes, sir.

9 Q. Has Pennyrile determined what the cost associated
10 with pole attachment rentals are?

11 A. We've done cost of service calculations. And
12 we've got a pretty good idea of what the costs are.

13 Q. Now, you've done cost to service calculations
14 with respect to pole attachments?

15 A. Yes, sir.

16 Q. And are those written down?

17 A. What -- What are you asking now?

18 Q. Are there any documents reflecting that?

19 A. I doubt that there are documents left after you
20 get the figure. That's what you plug in to know what your --
21 your costs are.

22 Q. Okay. And who performed the cost of service
23 calculations with respect to pole attachments?

24 A. Sandy Grogan --

25 Q. Who's --

1 A. -- and John Wheeler.

2 Q. Okay. And who are they?

3 A. Sandy Grogan is the CFO, John Wheeler is the --
4 she's vice president/CFO. John Wheeler is vice
5 president/Engineer.

6 Q. And when did they perform these calculations?

7 A. When we were working on the joint TVPPA
8 agreement, we calculated what our costs were to know whether
9 we were going to agree with the TVA -- TVPPA pole attachment
10 agreements.

11 Q. All right. And how did you calculate your costs?

12 A. We used figures from -- from our every day
13 operation to come up with costs of the poles and the space on
14 the poles.

15 Q. Well, specifically how did you do it?

16 A. I can't tell you that. I don't know. I did not
17 do it.

18 Q. Do you know what the result of the -- these
19 calculations was?

20 A. I don't have the figure, no, sir.

21 Q. Okay. Okay. Look at Exhibit 6 if you would --
22 item number six.

23 A. Did you say item number six?

24 Q. Yes. So this data request requested Pennyrile to
25 produce all documents concerning how you ensure pole

1 attachment rate will provide sufficient revenues to cover
2 cost of providing for the attachments.

3 Do you see that?

4 A. Yes, sir.

5 Q. And the reference -- the response basically is to
6 see the attached documents and to see other responses in this
7 data request, do you see that?

8 MR. DEPP: We can keep going here but I'm going
9 to note the objection that there is an objection prior to
10 that response.

11 MR. GILLESPIE: That's correct, there is.

12 A. Could you repeat your question?

13 Q. Do you see the res -- you see the response after
14 your counsel had -- had interposed some objections, there was
15 a response that said please see the attached documents, and
16 also see Pennyrile's responses to various data requests, do
17 you see that?

18 A. Yes, sir.

19 Q. And did the documents that were provided to us
20 include any calculations of pole attachment costs?

21 A. It says, (reading) produce all documents
22 concerning how you ensure a pole attachment rate will provide
23 sufficient revenues to cover the cost of providing for the
24 attachments.

25 Q. Okay.

1 A. And your question is?

2 Q. Well, let me rephrase the question. So does
3 Pennyrile have any documents concerning --

4 A. If we had --

5 Q. -- how Pennyrile would ensure that pole
6 attachment rates cover the costs?

7 A. If we had the documents, they would have been
8 attached.

9 Q. So there are no documents; is that right?

10 A. If they weren't attached, there are none.

11 Q. Well, what documents did you attach to this, do
12 you remember?

13 A. No, sir.

14 Q. And you didn't attach any documents that included
15 any analysis of how a pole attachment rate for Pennyrile
16 would provide sufficient revenues to cover the costs; isn't
17 that true?

18 A. Evidently there weren't any documents then.

19 Q. Okay.

20 MR. DEPP: Counsel, I know you know this, but
21 just to be clear for the record, the Commission's Order,
22 which you attached I think as Exhibit 2, is very clear that
23 cost data is outside the scope of this proceeding. So you
24 can proceed with questioning, but I just would like to note
25 that for the record.

1 MR. GILLESPIE: So noted.

2 Q. I'd like marked as Exhibit No. 8, I think, the
3 wholesale Power Contract.

4 (WHEREAS, EXHIBIT NO 08 WAS ENTERED)

5 Q. Okay. Are you familiar with this document?

6 A. I've seen this.

7 Q. So is this the existing wholesale Power Contract
8 between Pennyrile and TVA?

9 A. No, sir, I don't think so. I don't think so.

10 Q. Okay. So is there another more recent contract?

11 A. I think there would be.

12 Q. Well, that document was not provided to us. This
13 was the only Power Contract that's been provided to us.

14 A. Well, I -- I think that there would be one after
15 '82.

16 Q. You think that there would be one.

17 A. Yes, sir.

18 Q. As a representative of Pennyrile, is there one or
19 not?

20 A. I think there is one.

21 Q. Well, I would make a request that we be provided
22 with all wholesale power contracts and amendments --

23 A. If there is one we will get them.

24 MR. DEPP: We'll agree to provide -- if there is
25 a -- if there is one more recent than this, we'll agree to

1 provide that.

2 Q. Well, this is the only one that we have been
3 provided, and take a look at paragraph 15.

4 A. (Witness reviews document.)

5 Q. On Term, you see that?

6 A. Yes, sir.

7 Q. This contract had a 20-year term, correct?

8 A. Yes, sir.

9 Q. And the date of the contract is April 7 of 1982,
10 correct?

11 A. Yes, sir.

12 Q. And this contract would have expired in April of
13 2002. Well, let me -- let me rephrase that. This says the
14 contract will be effective as of June 11th, 1982, which means
15 that it would terminate on June 11th of -- or June 10th of
16 2002, correct?

17 A. This was a 20-year rolling contract with ten-year
18 notice.

19 Q. And it provides that it could be terminated no
20 earlier than ten years from the date. Do you see that?

21 A. That's right. It's a ten-year notice.

22 Q. With -- Well, it's ten years that required four
23 years' prior notice, right? Do you see that?

24 A. Yes, sir.

25 Q. But the term of the contract was only 20 years,

1 so this contract would have expired, by its terms, in June of
2 2002.

3 A. That's not my understanding.

4 Q. It's not your reading of this document?

5 A. No, sir. I think that in 1982 there was a 20-
6 year contract, and if you wanted out of it you gave notice,
7 and the notice would be -- you had to give the notice four
8 years, and then you had a ten-year time frame there. I'm not
9 a -- I'm not a legal technician, so.

10 Q. Well -- Well, let's go over the language here.
11 It's the first sentence under Term, paragraph 15, it says,
12 (reading) the contract shall become effective as of June
13 11th, 1982.

14 That's the effective date, correct?

15 A. Yes, sir.

16 Q. And then it says, (reading) it shall continue in
17 effect for 20 years from the said date.

18 Said date being June 11th, 1982, correct?

19 A. Yes, sir.

20 Q. All right. And then it is subject to termination
21 by either party effective not earlier than ten years from the
22 said date, on not less than four years prior written notice.
23 Do you see that?

24 A. Yes, sir.

25 Q. Now, there isn't anything in that sentence that

1 indicates that this contract can be extended beyond the 20-
2 year termination date; isn't that true?

3 A. My understanding is that neither one of us gave
4 notice.

5 Q. Okay. So as far as you know, this contract is
6 still in -- is still the sole contract that Pennyrile has
7 with TVA?

8 A. I -- I -- I don't know that. I -- I think that
9 we need to look and see if there's another contract.

10 Q. Okay. So you'll look and see if there's another
11 contract.

12 MR. DEPP: Yes. We'll represent that, yes.

13 MR. GILLESPIE: Okay.

14 Q. Is there anything in this contract that expressly
15 refers to pole attachment rates?

16 A. You want me to -- to read this? I --

17 Q. Well, I want an answer, so take a look.

18 A. I don't know.

19 Q. Well, let's -- let's proceed this way.

20 A. Okay.

21 Q. Ultimately this document is going to speak for
22 itself. The lawyers can argue about it perhaps.

23 A. Yes, sir.

24 Q. But can you point to anything in this contract
25 that expressly refers to pole attachment rates?

1 A. (Witness reviews document.) On the number one,
2 Purpose of the Contract, --

3 Q. Uh-huh.

4 A. -- let's just start with the second sentence,
5 (reading) toward that end cooperatives agree that the
6 electric system shall be operated on a non-profit basis the
7 electric system funds. An account shall not be mingled with
8 other funds or accounts of cooperative. And that resale
9 rates and charges shall be applied, which will provide
10 revenues which can reasonably expected to be -- at least be
11 equal to and not substantially greater than, the sum required
12 for the items listed in Subsection A of Section 6.

13 Q. All right. So it is your interpretation that
14 resale rates and charges includes pole attachments?

15 A. Yes, sir.

16 Q. Is there anything in this document that you see
17 that would support that understanding?

18 A. Well, I think that sentence does. It says that
19 any charges.

20 Q. It says resale rates and charges, correct?

21 MR. DEPP: I'm going to object just -- just -- we
22 can move on with this momentarily, but it has been
23 acknowledged in the TVA Cooperative's filings, and in fact by
24 counsel just now, that the interpretation of this document is
25 a legal issue. Now, if the witness can answer with respect

1 to the facts of what the document says, I suppose that's
2 fine. But obviously if the document speaks for itself, it
3 speaks for itself.

4 MR. GILLESPIE: The witness can certainly give
5 his understanding of the document, which he's doing.

6 A. (Witness reviews document.) On page six, under
7 5C, (reading) if the rates and charges provided in said
8 resale schedules do not produce revenue sufficient to provide
9 for the operation and maintenance of the electric system on a
10 self-supporting and financially sound basis, including
11 requirements for interest and principal payments on
12 indebtedness incurred or assumed by cooperative for the
13 acquisition, extension, or improvement of the electric
14 system, hereinafter called "system indebtedness", the parties
15 shall agree upon, and the cooperative shall put into effect
16 promptly such changes in rates and charges as will provide
17 the increased revenue necessary to place the system upon a
18 self-supporting and financially sound basis. If the rates
19 and charges in effect at any time provide revenues that are
20 more than sufficient for such purposes, as more particularly
21 described in Section 6 hereof, the parties shall agree upon a
22 reduction in said rates and charges, and cooperative shall
23 promptly put such reduced rate and charges into effect.

24 Q. Okay. Now, the -- go back to page five, you see
25 that reference to wholesale rates and retail -- resale rates?

1 A. Yes, sir.

2 Q. On page five?

3 A. Uh-huh.

4 Q. Okay. Now, wholesale rates are the rates that
5 are paid by the distributor in the cooperative, correct, --

6 A. Yes, sir.

7 Q. -- through TVA? And Pennyrile receives that
8 electricity and it provides it to its customers on a resale
9 basis, correct?

10 A. Yes, sir.

11 Q. And the resale schedules that relate to this
12 document relate to electric rates, do they not?

13 A. Resale schedules do, --

14 Q. Right.

15 A. -- yes, sir.

16 Q. Are there are any resale schedules that include
17 pole attachment rates?

18 A. Charges.

19 Q. Are there rates?

20 A. I would -- I would -- I would classify pole
21 attachments under charges that we have for services that we
22 do.

23 Q. Does the cooperative provide to TVA any list of
24 pole attachment charges?

25 A. We provide an annual report every year with a

1 list of pole attachment charges.

2 Q. The -- Well, we'll look at the annual report, but
3 it's your contention that the annual report lists pole
4 attachment charges?

5 MR. DEPP: It's subjective what is meant by
6 charges. If you could define that for the witness that might
7 be helpful.

8 MR. GILLESPIE: Well, he -- the witness is the
9 one that's been talking about char -- charges as including
10 pole attachment rates.

11 A. Well, I may not know the terminology. Maybe you
12 could help me.

13 Q. Well, let me rephrase the question. Is it your
14 testimony that the reports that are submitted annually to TVA
15 include a list of pole attachment rates?

16 A. Our annual report includes all -- all expenses
17 and all income for our cooperative, including pole
18 attachments.

19 Q. Okay. It includes pole attachment revenues or
20 pole attachment rates?

21 A. I'm not sure.

22 Q. Okay. When were Pennyrile's -- are -- are you
23 finished, or would you -- do you have more to say on this
24 document?

25 A. Well, I'm not through reading it, but I'm -- I

1 don't have anything more to say at this point.

2 Q. Okay. When were the retail electric rates of
3 Pennyrile last revised?

4 A. October of 2014 would probably have been the most
5 recent.

6 Q. And when prior to that?

7 A. I don't know.

8 Q. When --

9 A. October is typically the time of year that retail
10 rates are revised, but there are other times that they could
11 have been.

12 Q. Okay. So as the representative of Pennyrile
13 here, you can't tell me more specifically with regard to any
14 other increases?

15 A. I cannot without looking at the documents.

16 Q. Okay. Tell me what the process is for the
17 changes in retail electric rates.

18 A. Usually it follows the fact that TVA is raising
19 our wholesale rate, and therefore we have to decide what it
20 takes on the retail side to offset the increase. We
21 calculate what the difference is and ask TVA if that is
22 satisfactory with them for us to have that type of increase
23 in the categories requested.

24 Q. Okay.

25 A. They get back with us and tell us -- tells us if

1 that is satisfactory or if we need to adjust. After we have
2 agreed, then we will -- after we've agreed, then the rates
3 can be put into place upon approval by TVA in the final
4 sense.

5 Q. Okay. So if I understand what you just said,
6 that the typical process is the TVA informs Pennyrile that
7 TVA is going to increase its wholesale electric charges, and
8 then Pennyrile asks TVA if it can raise its rates to account
9 for the increase in wholesale rates; is that right?

10 A. That's right. It can occur if TVA doesn't
11 necessarily increase the wholesale. If we see that we have
12 an issue, we can request an increase, which has not typically
13 been done by Pennyrile, but --

14 Q. Okay.

15 A. -- then they can review and say yes or no, or yes
16 with these adjustments.

17 Q. Has Pennyrile ever requested an increase outside
18 of the context of an increase in wholesale rates?

19 A. We have, but I can't tell you the date.

20 Q. Well, was it 20 years ago, 30 years ago, five
21 years ago?

22 A. Less than 20 years ago.

23 Q. Okay. And can you tell me what the circumstances
24 were?

25 A. It was before I was manager.

1 Q. So you don't know.

2 A. Don't know.

3 Q. Okay. In response to data Request No. 5 in
4 Exhibit No. 6, you stated that the TVA takes into account
5 pole attachment revenues when determining Pennyrile's revenue
6 requirement and retail rate. Do you see that?

7 A. Number nine?

8 Q. Item number five -- line nine, yes.

9 A. Okay. Yes, sir.

10 Q. Okay. Now what's the basis of that statement?

11 MR. DEPP: If counsel will agree just to note the
12 objections in any of the data responses where you're asking
13 questions, I'll stop making objections about it. But I do
14 just want to at least note that.

15 MR. GILLESPIE: On the -- this document's in the
16 record, --

17 MR. DEPP: Sorry.

18 MR. GILLESPIE: -- and I believe that every
19 response has some sort of objection to it.

20 MR. DEPP: There are a number that do.

21 MR. GILLESPIE: And this one does.

22 Q. Do you recall the question?

23 A. No, sir. Repeat, please.

24 Q. Okay. You recall the sentence that I read into
25 the record.

1 A. Yes, sir.

2 Q. And I asked you what the basis is of the
3 statement that you made here.

4 A. TVA is our regulator.

5 Q. Right.

6 A. They control and are responsive to everything
7 that's in our portfolio --

8 Q. Okay.

9 A. -- of business. They see and review all aspects
10 of our business every year.

11 Q. But those are determinations that are made by the
12 TVA, correct?

13 A. No, sir, we're required to report to them.

14 Q. You're required to report your costs and revenues
15 to them?

16 A. Yes, sir.

17 Q. Okay. Okay. So is it fair to say that what you
18 mean here is that TVA takes all revenues and expenses into
19 account in your understanding, and determines, based on that,
20 what the revenue requirement is and then sets electric rates
21 so that it covers the revenue requirement?

22 A. They use all of the information to approve or
23 disapprove, any rate change that we are involved in.

24 Q. Okay. And that's the extent of your knowledge of
25 what TVA does?

1 A. Well, I don't know how they do it.

2 Q. Okay. So it's your belief that TVA takes into
3 account the pole attachment revenues.

4 A. Yes, sir.

5 Q. Okay. Does TVA take account of pole attachment
6 revenues in any way different than other revenues and costs?

7 A. I don't know.

8 Q. Okay. Does it take account of pole revenues in
9 any way different from its taking into account other revenues
10 such as interest revenue?

11 A. I don't know.

12 Q. Or miscellaneous revenue?

13 A. I don't know.

14 Q. Or state and local taxes?

15 A. I don't know.

16 Q. Okay. To the best of your knowledge, does TVA
17 control the amounts of state and local taxes paid by
18 Pennyrile?

19 A. No, sir, I don't think so.

20 Q. Okay. So it simply takes those state and local
21 taxes, whatever they are, and considers them in connection
22 with the revenue requirement; is that right?

23 A. Yes, sir.

24 Q. And the same would be true with respect to
25 interest revenue?

1 A. I don't know that.

2 Q. Okay. And the same would be true with regard to
3 miscellaneous revenue?

4 A. I don't know that either.

5 Q. Okay. I'll have marked as Exhibit No. 10 --

6 COURT REPORTER: Nine.

7 MR. GILLESPIE: Nine?

8 Q. -- a Joint Use Agreement between Pennyrile and
9 BellSouth Telecommunications, TVA, AT&T Kentucky, with the
10 cover letters dated March 15th, 2010.

11 (WHEREAS, EXHIBIT NO 09 WAS ENTERED)

12 A. (Witness reviews document.)

13 Q. Familiar with this document?

14 A. I've seen this.

15 Q. Okay. Who drafted this document?

16 A. I think this was a TVPPA document in conjunction
17 with AT&T, or BellSouth at the time -- or at the beginning,
18 but AT&T.

19 Q. By TVPPA, you mean the Tennessee Valley Public
20 Power Authority -- or Association?

21 A. Association, yes, sir.

22 Q. And this is the association of TVA Cooperatives;
23 is that right?

24 A. Yes, sir.

25 Q. And Pennyrile is a member of TVPPA?

1 A. Yes, sir.

2 Q. And this document was drafted by TVPPA and/or
3 AT&T?

4 A. I think that is right.

5 Q. Okay. And this document is a result of
6 negotiations between AT&T and TVPPA?

7 A. I assume that.

8 Q. So this is a pole attachment Agreement -- or a
9 Joint Use Agreement between Pennyrile and BellSouth/AT&T,
10 right?

11 A. Yes, sir.

12 Q. Okay. And is this the Agreement under which
13 Pennyrile is currently operating with AT&T?

14 A. Yes, sir, I think so.

15 Q. Okay.

16 A. It has a -- has an adder each year, I think, in
17 here, so the rate would have changed. But...

18 Q. The rates are reflected in Exhibit D, are they
19 not?

20 MR. DEPP: Objection to the extent it calls for a
21 legal conclusion.

22 MR. GILLESPIE: I'm not asking for a legal
23 conclusion, I'm just asking him to take a look at Exhibit D.

24 Q. Doesn't that reflect the rates?

25 A. I think so, yes, sir.

1 Q. Okay. And those are rates that AT&T pays
2 Pennyrile, and that Pennyrile pays AT&T?

3 A. Yes, sir.

4 Q. Okay. Now -- So Pennyrile has poles to which
5 AT&T attaches under this Agreement, correct?

6 A. Yes, sir.

7 Q. And AT&T has poles to which Pennyrile attaches
8 under this Agreement, correct?

9 A. Yes, sir.

10 Q. Do you know approximately how many poles?

11 A. I do not.

12 Q. In each case you don't know.

13 A. No, sir.

14 Q. Okay. There was a agreement with AT&T prior to
15 this one, was there not?

16 A. Yes, sir.

17 Q. And do you know what the rate was prior to 2009?

18 A. No, sir.

19 Q. Approximately?

20 A. No, sir.

21 Q. Was that something that was within the
22 responsibilities of the CEO of Pennyrile?

23 A. I don't think it's in the responsibility of the
24 CEO to know every -- everything. He needs to have people
25 that can reach and get that for him.

1 Q. Okay. So you don't know?

2 A. I don't know.

3 Q. Okay. And can you tell me approximately how much
4 the rates changed from 2008 to 2009 in this Agreement?

5 A. No, sir, I cannot.

6 Q. So you have no idea, sitting here, what the pole
7 attachment rates were between AT&T and Pennyrile prior to
8 this Agreement being executed?

9 A. No, sir.

10 Q. Was this Agreement approved by TVA?

11 A. They have approved it every year when we've had
12 any kind of -- when we've asked for any rate change, that
13 would have been included in their calculation. Or at least
14 it was material provided them through our documents.

15 Q. Well, all right, let's -- let's get to this
16 answer. Did TVA -- To the best of your knowledge, has TVA
17 ever seen this Agreement?

18 A. I don't know.

19 Q. To the best of your knowledge, was this
20 Agreement, and the rates that are included in this Agreement,
21 ever approved by TVA?

22 A. Well, I contend that the rates that we get from
23 poles are in our report every year to TVA. And they have
24 approved them every year for us.

25 Q. Well --

1 A. Now whether they approved this contract, I don't
2 know.

3 Q. Okay.

4 A. I don't -- I just don't know.

5 Q. Okay. The -- We're going to look at the reports,
6 but before we get there, let me just try to cover it here.
7 The information that is supplied in those reports includes
8 revenue related to rental property, correct?

9 A. I do not know how it's broken out.

10 Q. Okay. You don't know. So it's your contention
11 that the TVA is provided with data that allows TVA to
12 understand what the revenues are from pole attachment rates.
13 Is that what you're saying?

14 A. I think that they have the data to understand
15 what we're getting from -- from all aspects of our business.

16 Q. Okay. Well, why don't you try to answer my
17 question, if you would?

18 MR. DEPP: I think he did.

19 Q. My question has to do with pole attachment
20 revenues.

21 A. All revenues --

22 Q. Okay.

23 A. -- are --

24 Q. Okay.

25 A. -- in the documents.

1 Q. Okay. They get all revenues. Do they get
2 information that would indicate to them what the specific
3 pole attachment rate is for any company in any particular
4 year?

5 A. I don't know.

6 Q. Okay. Has TVA approved -- Did TVA approve a \$29
7 pole rate between AT&T and Pennyrile for 2011?

8 A. They didn't approve anything for AT&T. They
9 approved, within our package, the rate that we charged for
10 all services.

11 Q. Well, let's distinguish, if we may, between rate
12 and revenue. Do you understand the difference?

13 A. I understand the difference.

14 Q. Okay. Revenue would be the money that is
15 received, rate would be the specific charge, right?

16 A. I understand, yes, sir.

17 Q. And the -- for 2011, this document reflects a
18 rental rate of \$29 a pole, right?

19 A. Yes, sir.

20 Q. And Pennyrile receives revenues from pole
21 attachment rates from AT&T and other parties, correct?

22 A. Yes, sir.

23 Q. And the actual rate that creates those revenues,
24 that actual rate is not provided to TVA in any documents that
25 Pennyrile provides to TVA; isn't that true?

1 A. I don't know that.

2 Q. Okay. So you don't know one way or the other.

3 A. I don't know that, no, sir.

4 Q. Okay. Do you know if there was any consultation
5 between any parties and the TVA regarding the terms and
6 conditions and rates in Exhibit 9?

7 A. There was no question about anything that we were
8 charging for services.

9 Q. Well, let's --

10 A. Including rates for pole attachments.

11 Q. Okay. Well, let me -- let me just take a step
12 back here. So Exhibit 9 is a particular document that
13 includes terms and conditions for the attachment of poles by
14 both parties. And in Exhibit D it includes specific rates,
15 right?

16 A. Yes, sir.

17 Q. Okay. In the negotiation of this document, to
18 the best of your knowledge, was there any consultation
19 between any party and TVA regarding what the terms and
20 conditions and rates in this document were going to be?

21 A. I don't know. I wasn't on that committee.

22 Q. Okay. So you don't know of any such
23 consultation, correct?

24 MR. DEPP: Asked and answered.

25 Q. You can answer.

1 A. I'm not aware.

2 Q. Okay. Is there anything in -- to the best of
3 your knowledge, that would have prevented AT&T and TVPPA from
4 agreeing to pole rental rates that are different than the
5 rates that are included in Exhibit D?

6 A. Please say that again.

7 Q. Can you read that back, please?

8 (WHEREAS, THE QUESTION WAS READ BACK.)

9 A. I don't know of anything.

10 Q. Okay. Is there anything that would prevent
11 Pennyrile and KCTA from agreeing to a pole rate that is
12 different from the one that AT&T and TVPPA agreed to?

13 A. We've tried to be consistent with all of our
14 classes of customers and suppliers; what we charge one, we
15 charge the other in that same class. And we would put you in
16 the same class, so I don't think so.

17 Q. Is there anything else other than your desire to
18 charge these companies the same amount?

19 A. Well, there is a fairness thing and we are
20 representing our consumer owners - they own us. And it's our
21 responsibility to be consistent in our dealings with
22 everybody that we deal with. I don't know why we would do it
23 different there than we do everywhere else.

24 Q. Is it your understanding that the terms and
25 conditions that are applied to the KCTA members and AT&T are

1 the same?

2 A. Is it what, now? Is it my understanding...

3 Q. That the terms and conditions of pole attachment
4 are the same for the KCTA members --

5 A. Other than the space --

6 Q. -- and the AT&T --

7 A. Other than the placing on the pole, --

8 Q. Okay.

9 A. -- I think that they are. But I haven't read
10 that document, so --

11 Q. So you don't know.

12 A. I don't know.

13 Q. That would be relevant, would it not, in terms of
14 fairness?

15 A. No, sir.

16 Q. The fairness you're referring to?

17 A. No, sir.

18 Q. Okay. It wouldn't be relevant.

19 A. No, sir.

20 Q. Okay. It wouldn't be relevant that AT&T is given
21 two feet of space and the KCTA members are given one foot of
22 space.

23 MR. DEPP: You're assuming facts that are not in
24 the record of this deposition or anywhere.

25 A. I don't know that.

1 Q. Okay. Is there any requirement that is imposed
2 by TVA that would require that the pole rates between
3 different parties be the same?

4 A. I haven't asked that question.

5 Q. So you don't know.

6 A. No, sir. Let me -- Let me take that back. I do
7 know others that are doing different, but -- but I haven't
8 asked the question for Pennyrile, so I assume that others are
9 doing it, so they can.

10 Q. You understand that other cooperatives charge
11 different rates to different companies?

12 A. I understand that.

13 Q. Is that something that you learned in the meeting
14 that you had with the other cooperatives prior to this
15 deposition?

16 A. During this process -- During this process, and I
17 don't remember when exactly I learned it, but --

18 Q. Okay.

19 A. -- it would have been since 2012 or so.

20 Q. What parties other than AT&T attach to
21 Pennyrile's poles?

22 A. We have cable.

23 Q. What's --

24 A. We have fiber. We have other electric companies.

25 Q. Okay. What cable companies?

1 A. I -- I just can't give you a list of those now,
2 they change so much.

3 Q. Time Warner Cable one?

4 A. Yes, sir.

5 Q. Are there others?

6 A. Well, Comcast has been. I don't know if they
7 still are, or if that's Time Warner, or whomever. There's a
8 different one at Elkton, there's a different one over in the
9 Logan County area. I -- I can't give you the names.

10 Q. Okay. Does Pennyrile have agreements with these
11 different companies to attach to Pennyrile's poles?

12 A. I think there are some agreements. I don't know
13 who exactly we have agreements with.

14 Q. You believe that you have -- that you allow cable
15 companies to attach to your poles without an agreement?

16 A. I don't think so, but I wasn't -- I don't have
17 the facts in front of me so I wouldn't --

18 Q. All right.

19 A. -- want to say something that I didn't have
20 verification of.

21 Q. What fiber companies attach to Pennyrile's poles?

22 A. HES has fiber connected. Russellville Electric
23 Plant Board has fiber connected.

24 Q. Any others?

25 A. I can't remember others.

1 Q. Does Pennyrile have agreements with HES and the
2 Russellville Electric Plant Board?

3 A. Yes.

4 Q. Do you know whether they've been provided to us?

5 A. I do not know.

6 MR. GILLESPIE: I would ask for them. We asked
7 for them in our data requests.

8 MR. DEPP: I believe there is an objection that
9 that request is overboard. If you'd like to make a fifth
10 motion to compel, you may, but we're not going to reproduce
11 that. It's outside the scope of the jurisdictional question
12 at issue in this proceeding.

13 MR. GILLESPIE: Okay.

14 Q. Well, what rates are charged to HES and
15 Russellville?

16 A. The same.

17 Q. The same as the rates at AT&T.

18 A. Yes, sir.

19 Q. Okay. And what rates are charged to the electric
20 companies?

21 A. The same.

22 Q. Okay. Do you know whether the terms and
23 conditions of attachment for all these companies are the
24 same?

25 A. I do not.

1 Q. Okay. I'd like to mark as Exhibit 10 a pole
2 attachment Agreement between New Wave Communications and
3 Pennyrile; cover letter dated May 2nd, 2007.

4 (WHEREAS, EXHIBIT NO 10 WAS ENTERED)

5 Q. Familiar with this Agreement?

6 A. I would have just seen it as we sent it through.

7 Q. This represents the Agreement as of May 2nd,
8 2007, between Pennyrile and New Wave?

9 A. Yes, sir, that's what it looks like.

10 Q. Okay. You're aware that the New Wave system in
11 this area was acquired by Time Warner Cable?

12 A. I don't know who owns who.

13 Q. Okay. Let's take a short break.

14 (WHEREAS, A BRIEF RECESS WAS TAKEN.)

15 BY MR. GILLESPIE:

16 Q. Mr. Glover, are -- are you aware of any documents
17 that constitute an order, directive, or communication from
18 TVA regarding pole attachment rates?

19 A. No, sir, I'm not aware.

20 Q. Okay. I'm sorry, let me just have a minute here.
21 Okay. I would ask you to turn to item 15 in Exhibit No. 7,
22 which is the Responses by Pennyrile to the Supplemental
23 Requests for Information.

24 A. (Witness complies.)

25 Q. Okay. And you see that item 15 asks whether

1 Pennyrile reports pole attachment rates to the TVA. And the
2 response being, (reading) no, Pennyrile reports its rates and
3 revenues only as required by TVA.

4 Do you see that?

5 A. Yes, sir.

6 Q. So TVA does not require that the pole attachment
7 rates be reported to it, correct?

8 A. It says Pennyrile reports its rates and revenues
9 only as required by the TVA.

10 Q. Yes. And the question that is response -- that
11 this is intending to respond to says, do you report your pole
12 attachment rates through TVA, and the answer is no. Do you
13 see that? Is that correct?

14 A. Well, the -- the answer was no. But then,
15 (reading) Pennyrile reports its rates and revenues only as
16 required by the TVA.

17 Q. Yes. And does Penny -- does TVA --

18 A. If they -- If they were to ask for that, if they
19 questioned something, we would re -- give that to them in any
20 case.

21 Q. Right. And --

22 A. They have that authority.

23 Q. But they have not asked for it, isn't that true?

24 A. I'm --

25 MR. DEPP: Asked for what? I'm sorry, could you

1 clarify?

2 Q. They have not asked for the rates -- pole
3 attachment rates.

4 A. I am not sure.

5 Q. Okay. Turn to item 17 in Exhibit No. 7. This
6 asks whether Pennyrile reports its pole-related costs to TVA.
7 Do you see that?

8 A. Uh-huh.

9 Q. And the response says that, (reading) pole-relate
10 -- pole-related costs are captured as part of Pennyrile's
11 reporting of operations, maintenance, and depreciation
12 expenses in these annual reports.

13 Do you see that?

14 A. Yes, sir.

15 Q. Okay. Now, the operations, maintenance, and
16 depreciation expenses that are submitted are not broken down
17 to include only poles; isn't that true?

18 A. I'm not sure.

19 Q. You don't know. Okay. Let's mark as Exhibit No.
20 11 the annual reports.

21 (WHEREAS, EXHIBIT NO 11 WAS ENTERED)

22 Q. Okay. These are the annual reports of Pennyrile
23 submitted to the TVA for the years 2010 through 2013.

24 MR. DEPP: I'm trying to remember, these were
25 attachments to one of the data requests, right? Do you

1 remember which one?

2 MR. GILLESPIE: No, we were never informed which
3 data request the attachments were to, but we did have a
4 specific data request that asked for this.

5 MR. DEPP: They were attached behind one of them.
6 We -- We can clean it up in -- in the record later. I just
7 wanted to acknowledge that's where these came from, that's
8 fine with me.

9 MR. GILLESPIE: Yeah, these were -- let's ask the
10 witness about -- these were provided to us in connection with
11 a data request, that's correct.

12 MR. DEPP: Fair enough.

13 BY MR. GILLESPIE:

14 Q. Mr. Glover, you're familiar with this --

15 A. Yes.

16 Q. -- exhibit?

17 A. I've seen these, yes, sir.

18 Q. Okay. And are these the -- typical of the annual
19 reports submitted by Pennyrile to TVA?

20 A. This is submitted every year.

21 Q. Okay. And are the revenues from the pole
22 attachments reflected in this Agreement -- in these -- in
23 this document?

24 A. They would be in here.

25 Q. And where would they be?

1 A. Without the legend, I cannot tell you exactly.

2 Q. What do you mean "without the legend"?

3 A. A description of each category.

4 Q. Okay. Do you recall responding to a data request
5 that pole attachment revenues are included in rent from
6 public property?

7 A. Yes, sir.

8 Q. Is that true?

9 MR. DEPP: Did you mean to say public property?

10 Q. I'm sorry, rent from electric property.

11 MR. GILLESPIE: Thank you.

12 A. (Witness reviews document.)

13 Q. Do you understand the question?

14 A. Oh, I -- I -- what was the question, then.

15 Q. Can you read that back?

16 COURT REPORTER: The whole thing, even with the
17 correction?

18 MR. DEPP: Let me try -- I mean, I think -- are
19 -- are you asking him about a res -- a response to a
20 different data request? If -- If so, that might be helpful
21 to refer him to that data request so he can look at it.

22 Q. Well, let me ask you this. Do you -- Do you know
23 whether pole attachment revenues are included in rent from
24 electric property?

25 A. That's where I think it is.

1 Q. Okay. And do you know what other revenues are
2 included in rent from electric property, other than pole
3 attachments?

4 A. No, sir, I do not.

5 Q. Do you know what percentage of the rent from
6 electric property consists of pole attachment --

7 A. No, sir.

8 Q. -- revenues?

9 A. No, sir.

10 Q. Would you agree that there is no way, by looking
11 at this form, that TVA can understand what the volume of
12 revenues is from pole attachments?

13 A. If they have a question about anything on this
14 form, we provide documentation to them --

15 Q. Have you provided --

16 A. -- on any category.

17 Q. Have you provided any documentation to TVA --

18 A. We have provided documentation to --

19 Q. Let me --

20 A. -- TVA.

21 Q. Let me finish my question. Have you provided
22 documentation to TVA regarding what amount of the rent from
23 electric property consists of pole attachment revenues?

24 A. I don't know.

25 Q. So they could ask you to spell out what the pole

1 attachment revenues are actually, but they have not to your
2 knowledge; is that right?

3 A. As a regulator they can ask me anything. I'm not
4 aware of when or if they asked anybody in my organization for
5 that information.

6 Q. Okay. The -- Pennyrile also has expenses in
7 connection with pole attachments that it has on poles owned
8 by others, correct?

9 A. Any pole attachment is an expense to Pennyrile,
10 yes, sir.

11 Q. Well, I'm not sure you understood my question.
12 Pennyrile attaches to AT&T poles.

13 A. Oh, yes, sir.

14 Q. And Pennyrile attaches to other companies' poles
15 in addition to AT&T?

16 A. Yes, sir.

17 Q. Okay. What other companies?

18 A. Hopkinsville Electric System, Russellville
19 Electric Plant Board.

20 Q. Okay. And --

21 A. I'm not aware of any others.

22 Q. Okay. And those costs of those pole attachments
23 are treated as an expense by Pennyrile, correct?

24 A. Yes, sir.

25 Q. Where are those expenses reflected on this

1 report?

2 A. I do not know.

3 Q. Okay. There isn't any specific line item that
4 covers only that expense, correct?

5 A. Not on this form it doesn't look like.

6 Q. In the same way that there's no specific line
7 item that covers only pole attachment revenues, correct?

8 A. I don't think so.

9 Q. Am I correct?

10 A. I don't think so. I --

11 Q. You think I'm wrong?

12 A. I -- No, sir. I think -- I don't think there's
13 anything that reflects that --

14 Q. Okay.

15 A. -- on this report.

16 Q. Thank you. Now, on this form there isn't any way
17 for TVA to determine exactly what the expenses of Pennyrile
18 are in connection with providing pole attachment space to
19 other parties, correct?

20 A. I don't know if they have enough information or
21 not.

22 Q. Okay. In connection with Pennyrile's provision
23 of -- or -- or Pennyrile's use of other parties' poles for
24 attachments, does -- well, let's talk about -- specifically
25 about AT&T. Pennyrile has some attachments on AT&T's poles,

1 AT&T has some attachments on Pennyrile's poles, correct?

2 A. Yes, sir.

3 Q. Does --

4 A. Yes, sir.

5 Q. Does Pennyrile simply adjust the amount of money
6 that it pays to AT&T based on the amount of money that AT&T
7 would pay to Pennyrile, or is it -- are all of those monies
8 paid to each party?

9 A. We do a count on a regular basis. I'm not sure
10 if we bill the full amount to each, or if we bill the
11 difference. I'm not sure on that.

12 Q. Do you know whether the pole attachment revenues
13 that Pennyrile receives from AT&T include all the poles --
14 all of the attachments that AT&T has, or just the
15 differential?

16 A. That's just what I said, I don't know.

17 Q. Okay. So you don't know how that's reported on
18 the form.

19 A. No, sir.

20 Q. Okay. With respect to the other parties whose
21 poles Pennyrile attaches to other than AT&T, does Pennyrile
22 pay in each case the same amount -- the amount that is
23 included in the TVPPA/AT&T Agreement?

24 A. Yes, sir.

25 Q. And has -- has TVA approved that particular

1 expense of Pennyrile?

2 A. They've approved our report every year.

3 Q. Okay. They've approved the report, but you said
4 that you don't know whether that information is included in
5 this report, correct?

6 A. I feel that they have the material. If they want
7 more questions, they'll ask us.

8 Q. Okay. But putting aside their ability to ask
9 questions isn't it true that Pennyrile has not asked TVA to
10 approve the rate that Pennyrile pays to other parties to
11 attach to their poles?

12 A. Nor do we approve -- ask for approval for any
13 other services that we -- we are involved in, but it falls
14 under the TVA as the regulator of our organization, if
15 something is not suiting to them, they'll tell us to change
16 it. I assure you.

17 Q. Right. This is just treated -- this is just an
18 expense like other expenses, right? Well, let me put it this
19 way, --

20 A. It's a part of the business like other stuff is.

21 Q. It -- It's an expense, and as a general matter
22 Pennyrile does not ask TVA to approve what the expenses are.
23 What Pennyrile does is it makes a report that includes all of
24 the expenses and TVA can review it, correct?

25 A. They review everything we do.

1 Q. They review everything that's in this report,
2 right?

3 A. In that report and anything else they want to
4 ask.

5 Q. Well, let's put aside for the moment -- they can
6 ask the things, but the only information that -- that the TVA
7 gets, without asking specifically for it, regarding any pole
8 attachment expenses or revenues, is this report, correct?

9 A. I don't think I could say that.

10 Q. You don't know?

11 A. I don't know.

12 Q. When was the last time that Pennyrile
13 communicated with TVA about any pole attachment matter?

14 A. I don't have that in front of me. I don't know.

15 Q. You don't know. Do you know whether Pennyrile
16 has communicated with TVA about any pole attachment matter
17 this year?

18 A. I'm not aware of any in 2015.

19 Q. Okay. Go off the record for a minute.

20 (WHEREAS, A BRIEF RECESS WAS TAKEN.)

21 MR. GILLESPIE: I meant to cover this at the
22 beginning. I -- I just want to -- I just want it to be clear
23 that my understanding is that this -- in this matter the
24 parties are KCTA, Pennyrile, and other TVA Coops in a matter
25 before the PSC. As we're all aware, there is a related

1 matter between Time Warner Cable and Pennyrile that is
2 pending in the United States District Court. And I
3 understand that these are related but separate matters and
4 that I just want it to be clear that the fact that I did not
5 ask the witness any questions related to that matter will in
6 no way be used by anyone as an indication that we failed to
7 cover issues that we should have addressed here.

8 MR. DEPP: I'm not sure I understand, but I'm not
9 sure I have any objection to that either. We -- We
10 acknowledge that they are separate matters. We acknowledge
11 that it appears the questions here did not pertain to that.
12 Counsel must -- you know, has to satisfy himself as to
13 whether he's asked the questions he wants to ask pertaining
14 to the Commission proceeding and I'm fine with whatever your
15 determination is in that respect. But we're not looking to
16 use anything here in the Time Warner proceeding, I don't
17 believe.

18 MR. GILLESPIE: Well --

19 MR. DEPP: I'm -- The facts are the facts, I'm --
20 you know --

21 MR. GILLESPIE: All -- All I'm saying is that the
22 fact that we have not covered any of those issues here will
23 not be used against us in that other proceeding. Because --

24 MR. DEPP: Oh, you said -- okay. You said the
25 Commission proceeding I thought, initially, which is what

1 caused me to react that way.

2 Any facts that come out here are the facts. If
3 those facts come up in another proceeding, they come up. But
4 the fact that you didn't ask a question here is not something
5 that we intend to use in an offensive manner.

6 MR. GILLESPIE: That's all I -- That's all I
7 wanted --

8 MR. DEPP: Offensive, not offensive.

9 MR. GILLESPIE: -- to be clear. Thank you.

10

11 (DEPOSITION ENDED AT 11:09 A.M., CST)

12 (WITNESS EXCUSED.)

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ESTON W. GLOVER, JR.

ERRATA PAGE
(may or may not be requested)

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I HAVE READ THE FOREGOING PAGES, AND THE STATEMENTS CONTAINED THEREIN (SUBJECT TO CORRECTIONS, ADDITIONS, AND DELETIONS CONTAINED IN THE ADDENDUM ANNEXED HERETO, IF ANY), AND THEY ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

ESTON W. GLOVER, JR.

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3 I, LINDSEY N. McMICHAEL, Certified Court Reporter
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 5 State at Large, hereby certify that the foregoing
 6 deposition was taken at the time and place stated in the
 7 caption; that the appearances are as set forth in the
 8 caption; that prior to giving the testimony the witness was
 9 first duly sworn by me; that said testimony was reported by
 10 mechanical means by me, and thereafter transcribed under my
 11 personal direction and supervision; and that said
 12 typewritten transcript is a true, accurate, and complete
 13 transcript to the best of my ability and understanding; and
 14 that there was a request that the witness read and sign the
 15 deposition.

16 I further certify that I am not related by blood or
 17 marriage to any of the parties hereto and that I have no
 18 interest in the outcome of the captioned matter.

19 My Commission as a Notary Public expires May 14,
 20 2018.

21 Given under my hand this _____ day of _____,
 22 2015, at Louisville, Jefferson County, Kentucky.

23 
 24 _____
 25 LINDSEY N. McMICHAEL, CERTIFIED COURT REPORTER
 NOTARY PUBLIC, STATE-AT-LARGE, KY

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April 20, 2015

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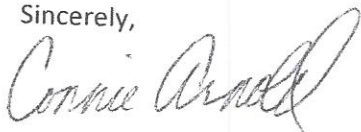
**RE: Public Service Commission Case No. 2012-00544
Depositions of Eston W. Glover, Jr.; Warren Ramsey; David E. Smart; Paul Thompson; and
Debra Weatherford**

To Whom It May Concern:

Enclosed are the original Errata Pages for the depositions of Eston W. Glover, Jr., Warren Ramsey, David E. Smart and Debra Weatherford. Enclosed also is a copy of the Errata Page for the deposition of Paul Thompson. We will forward the original of Mr. Thompson's Errata Page when we receive it.

In the meantime, if you have any questions, please let me know.

Sincerely,



Constance Arnold

Enclosures
9586902v1

ESTON W. GLOVER, JR.

ERRATA PAGE
(may or may not be requested)

PAGE	LINE	REASON

I HAVE READ THE FOREGOING PAGES, AND THE STATEMENTS CONTAINED THEREIN (SUBJECT TO CORRECTIONS, ADDITIONS, AND DELETIONS CONTAINED IN THE ADDENDUM ANNEXED HERETO, IF ANY), AND THEY ARE TRUE AND CORRECT TO THE BEST OF MY KNOWLEDGE.

Eston W. Glover, Jr.
ESTON W. GLOVER, JR.

SWORN TO AND SUBSCRIBED BEFORE ME THIS 31st DAY OF March, 2015.
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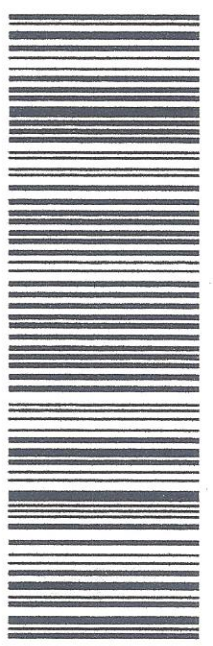


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