
BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

COMCAST CABLE COMMUNICATIONS,)
INC., a Pennsylvania Corporation,)
)
 Claimant,)
vs.)
)
 PACIFICORP, dba UTAH POWER , an)
Oregon Corporation,)
)
 Respondent.)

Docket No. 03-035-28

SUR-REBUTTAL TESTIMONY
OF
RODNEY BELL
COMCAST CABLE COMMUNICATIONS, LLC

July 22, 2004

1 **Q: Please state your name.**

2 A: Rodney Bell.

3 **Q: Have you reviewed the rebuttal testimony PacifiCorp submitted in connection with**
4 **Docket No. 03-035-28?**

5 A: Yes.

6 **Q: On pages 2-3 of his testimony, Bruce Jensen relates an incident during which he**
7 **requested documentation of Comcast's authority to occupy certain transmission poles.**
8 **What documentation did you provide to him?**

9 A: I showed him copies of the permitting documents Comcast's predecessors used in the 1970's
10 and 1980's.

11 **Q: What were those permitting documents?**

12 A: The documents consisted of maps marked with permitted poles.

13 **Q: Did you provide other documentation?**

14 A: Not that I recall. It is possible that the Exhibit A forms that Gary Goldstein references in his
15 testimony were attached, but I can't say for certain. I just remember using the maps to point
16 out the permitting for the particular poles that Mr. Jensen had questions about.

1 **Q: On page 5 of her testimony, Ms. Fitz Gerald claims that your understanding of the**
2 **permitting process was clearly not derived from examination of the contract between**
3 **Comcast and PacifiCorp. Can you explain the basis for your understanding?**

4 A: Yes. My understanding came from my direct contacts with PacifiCorp employees in the
5 field. In the mid- to late- 1990s, Comcast's predecessors (TCI and then AT&T) really
6 weren't doing all that much new construction so permitting issues didn't arise very often.
7 But when they did arise, I would deal directly with my PacifiCorp contacts in the field. I
8 don't think it is fair or reasonable for Ms. Fitz Gerald to imply that my understanding or
9 other Comcast employees' understandings of the process was flawed or deficient. I complied
10 with the requirements that were conveyed to me by the PacifiCorp employees that I had
11 regular contact with. If these employees were not following the system that Ms. Fitz Gerald
12 or other PacifiCorp employees in Portland had created, it sounds to me like there were
13 internal communication problems between personnel at PacifiCorp's headquarters and
14 personnel in the field in Utah.

15 I'd also like to add that prior to this dispute over unauthorized attachment fees, I used to have
16 a great working relationship with PacifiCorp employees in the field. It was my experience
17 that both Comcast and PacifiCorp employees were generally cooperative and courteous with
18 each other, and we were all able to work together to get our respective jobs done. If there
19 was a misunderstanding or a problem, we would simply work through it. After reading the
20 rebuttal testimony in this case, however, it really struck me how far the relationships have
21 deteriorated. I feel like the focus is on laying blame instead of working toward a solution.

1 That is unfortunate because I think the PacifiCorp people that I have contact with are good
2 people with good intentions. I'd really like to see the relationships get back on track to
3 where they were before the unauthorized attachment issue came up.

4 **Q: On page 7 of her rebuttal testimony, Ms. Fitz Gerald states that she does not believe**
5 **that Comcast or its predecessors provided adequate training to its employees on permit**
6 **applications. Do you have any comment on her statement?**

7 A: Yes. Ms. Fitz Gerald is making the permit application process seem more complex than it
8 was. I would approach PacifiCorp employees about attachments would then provide all of
9 the information they required in order to approve the attachments. Essentially, any "training"
10 I received was from PacifiCorp employees who told me what they required. If these
11 requirements were inconsistent with PacifiCorp's official policies or did not conform to the
12 system Ms. Fitz Gerald established, I think that shows that the PacifiCorp employees didn't
13 have proper training. It does not reflect on my training at all.

14 I would also like to add that each company and municipality has its own permitting
15 requirements. In my experience, the only training we can realistically get, we get by
16 contacting the pole owners and asking them what their permitting requirements are.
17 Whenever the entity in question changes its rules or requirements, we adjust to accommodate
18 the new requirements.

1 **Q: On pages 3 and 4 of his rebuttal testimony, Brian Lund suggests that you and other**
2 **Comcast employees are dismissive of safety concerns. Can you respond?**

3 A: I have never been dismissive of safety concerns. Whenever I am aware of a hazardous
4 condition on the poles, it is my top priority to ensure that it is remedied immediately. I care
5 about the safety of both workers on the poles and the public and I find it hard to believe that
6 Mr. Lund claims otherwise. That being said, I think that Mr. Lund may have misunderstood
7 my position on safety violations. Hopefully I can clarify.

8 Not all NESC violations present imminent safety hazards. As I have said, any that do present
9 imminent safety hazards are a top priority for me. Certain technical violations, however, do
10 not present imminent safety hazards. I estimate that approximately 30% of the “violations”
11 PacifiCorp has presented me with cite Comcast for failing to maintain 12 inches of separation
12 between communications conductors. Such a failure to maintain clearance does not create
13 hazardous conditions. Furthermore, as Mr. Harrelson explained in his testimony, these aren’t
14 true “safety” violations.

15 **Q: At page 4 of his testimony Mr. Lund also states that you “failed to acknowledge” that**
16 **your “employer entered into a contract that obligates it to comply with all standards set**
17 **forth in the NESC and all of PacifiCorp’s distribution construction standards.” Do you**
18 **have a response?**

19 A: Yes. I’m not a lawyer, so I’m not going to dispute legal issues. But I would like to say that
20 contracts are often drafted by people who do not actually work out in the field. As a result,

1 not every situation can be resolved by simply looking back to the contract. Working in the
2 field requires both Comcast and PacifiCorp employees to be flexible. It often means
3 interpreting contractual obligations, utility construction standards or the NESC to deal with
4 unique or unusual situations. My point is that strict adherence to written standards only takes
5 you so far. At a certain point, you need to rely on your judgment and experience.

6 In my experience, in the past, PacifiCorp has not been concerned with technical violations or
7 with 12 inch separations between communications conductors. However, based on the large
8 number of violation notices PacifiCorp has recently given me, I understand that PacifiCorp's
9 policy has changed and that PacifiCorp is now making the cleaning up of technical violations
10 a priority. However, I cannot recall anyone at PacifiCorp ever bringing technical violations
11 to my attention previously. In light of these circumstances, I don't think it is fair for
12 PacifiCorp to say that I failed to acknowledge Comcast's responsibility to comply with
13 standards. PacifiCorp's own field practices show that it has previously not followed many of
14 those standards itself. Having contributed to the current condition the poles are in, I don't
15 think PacifiCorp should be able to absolve itself of all responsibility.

16 **Q: On page 4 of his testimony, Mr. Lund makes the statement "The 1999 Agreement did**
17 **not limit this obligation [complying with all standards] to only those requirements that**
18 **Mr. Bell deemed important." Would you like to respond?**

19 A: Yes. I don't think Mr. Lund's statement is appropriate. First, Mr. Lund was just introduced
20 to the Salt Lake Market in February 2004. To the best of my recollection, his predecessors

1 never quoted the 1999 Agreement to me or otherwise suggested that Comcast was not
2 complying with it prior to this dispute over unauthorized attachments. As I stated previously,
3 decisions getting down to the nuts and bolts of construction are usually made in the field.

4 Second, as I've explained in the other testimony I filed in this case, most of Comcast's
5 attachments were made well before 1999. It seems to me that the standards we should be
6 talking about are the ones that were in place when the attachments were made.

7 Finally, I'd also like to note that, until recently, PacifiCorp has not made it a priority to
8 engage in a large scale identification of violations. I estimate, however, that a large number
9 of the violations have existed for a long time. Many of these PacifiCorp has caused itself.
10 Considering this, I don't think it is right for PacifiCorp to claim that I think Comcast is only
11 obligated to comply with those requirements I think are important. It seems to me, that there
12 were a great number of standards that PacifiCorp did not deem "important" for a long time.
13 My experience, based on the parties' working relationship in the field, has been that both
14 parties thought it was important to remedy hazardous conditions, but not technical violations.
15 As I stated above, if PacifiCorp wants to change its priorities, it should take into account its
16 past practices and the parties' historical relationship in the field and take responsibility for its
17 contribution to the condition of its poles.

18 **Q: On page 3 of his rebuttal testimony, Mr. Lund states that "safety violations were**
19 **presented to Comcast as they were detected by PacifiCorp." Can you comment on this?**

1 A: I only partially agree with Mr. Lund's statement. I agree that Mr. Lund or other PacifiCorp
2 employees would notify us of **some** safety violations when they were detected, but as I
3 explained above, these violations involved imminent safety risks or hazardous conditions, not
4 technical violations.

5 From what I read in PacifiCorp's testimony, it sounds like it has been auditing its facilities
6 since about 2001 or 2002, but the first time it presented the safety results to us was at the
7 February 2004 meeting. Since PacifiCorp waited 2-3 years to give us the violation
8 notifications, it sounds to me like the violations it identified weren't high priorities.

9 Furthermore, from what I read of PacifiCorp's testimony, I believe that it collected both the
10 unauthorized attachment and the safety violation data at the same time. Although PacifiCorp
11 starting sending us invoices for unauthorized attachments in February 2003, it did not present
12 us violation notices until a year later in February 2004. What I take from this is that
13 collecting the unauthorized attachment penalties was a higher priority to PacifiCorp than
14 remedying the violations it identified. My point is that although we at Comcast are willing to
15 work with PacifiCorp to develop a plan for correcting violations, PacifiCorp must recognize
16 that it has not historically made violation notices a high priority.

17 **Q: Does this conclude your testimony?**

18 A: Yes.