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BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of an Investigation into Pole	:	DOCKET NO. 04-999-03
Attachments	:	
	:	
	:	INITIAL BRIEF OF QWEST
	:	CORPORATION ON TERMS AND
	:	PROVISIONS OF THE STANDARD POLE
	:	ATTACHMENT CONTRACT

In accordance with the Scheduling Order issued by the Public Service Commission of Utah (hereinafter “Commission”) on March 25, 2005, Qwest Corporation (“Qwest”) hereby submits its Initial Brief on the unresolved terms and provisions of the standard pole attachment agreement being negotiated between the parties in this docket.

I. BACKGROUND AND INTRODUCTION

On March 19, 2004 the Commission issued an Order opening this docket for the purpose of investigating issues associated with pole attachments, including crafting new rules, and creating a standard pole attachment agreement that attaching entities and pole owners in Utah may rely upon. Over the course of the past thirteen months, many interested parties participated in this docket by filing comments, attending technical

conferences, or both. In that time, there have been approximately twelve days of technical conferences during which the parties debated the merits of the proposed rules and the standard pole attachment agreement at length. As one of the largest pole owners in Utah, and as one of the largest attaching entities, Qwest has had a unique perspective on the issues and has attempted to negotiate a result that is both fair and balanced. Qwest believes the end result has been a draft set of rules and a draft standard agreement that does in fact adequately balance the competing interests of both utility pole owners and those who attach to utility poles. Yet, despite the substantial and sustained effort of all the parties who participated in this docket during the past 13 months, there are still ten issues concerning language in the standard joint use agreement that remain unresolved. The Division has identified these ten disputed issues in the jointly submitted Issues List and Utah Pole Attachment Agreement (“Agreement”). Qwest submits its comments on the Issues and Agreement below and in the redlined version of the Agreement attached to and made a part of this document as Attachment A.

II. QWEST’S POSITION ON DISPUTED ISSUES

A. FEES (Issue 1)

In addition to recurring annual attachment rental charges, Qwest believes the following non-recurring charges are appropriate in connection with pole attachments. Qwest’s existing fees have been approved by 13 state Commissions, including this Commission and include.

1. Field Inquiry Fee – Qwest’s Field Inquiry Fee recovers a pole owner’s costs associated with licensee account set-up; Wholesale Center processing; review of internal records, BAN (billing account number); assignment of field engineer;

- preparation of field survey cost estimate, determination of time frames for task completion; location mapping of facilities (whether facilities are available) and payment processing.
2. Pole Verification Fee – Qwest’s Pole Verification Fee recovers a pole owner’s costs associated with pole ownership identification; review of right-of-way documents for restrictions; analysis of request in conjunction with existing attachments; determination of space availability; preparation of licensee agreements and notices; identification of make-ready work, and computation of make-ready charge and payments.
 3. Unauthorized Attachment Fee – Qwest’s Unauthorized Attachment Fee recovers unpaid annual rentals for a reasonable period and acts as a deterrent to placement of attachments without an agreement or permits.
 4. Third Party Overlashing Fee – Except for limited excess load situations, Qwest does not charge for overlashings. However, to the extent a licensee recovers fees from a third-party overlashing to its attachments on a pole owner’s poles, Qwest believes such fees should belong to the pole owner.
 5. Audit Fee – Qwest supports the allocation of audit charges as set forth in the Attachment A.

B. TIME FRAMES (Issue 2)

Qwest supports the Division’s proposed language set forth in Attachment A.

C. SERVICE DROPS (Issue 3)

Qwest supports the Division’s proposed language set forth in Attachment A.

D. OVERLASHING (Issue 4)

Qwest supports the Division's proposed language set forth in Attachment A with the addition of an exception for temporary overlappings as defined in the redlined comments.

Upon information and belief, no parties object to the redlined language proposed by Qwest.

E. AUDIT COSTS (Issue 5)

Qwest supports the Division's proposed language set forth in Attachment A.

F. EASEMENTS (Issue 6)

Qwest supports the Division's proposed language set forth in Attachment A.

G. RELOCATION COSTS (Issue 7)

Qwest supports the Division's language set forth in Attachment A as redlined by Qwest for clarification purposes.

H. DISPUTED BILLS (Issue 8)

Qwest supports the Division's language as set forth in Attachment A.

I. INDEMNITY, LIABILITY AND DAMAGES (Issue 9)

Qwest submits the substance of its standard SGAT language approved by the Commission, as redlined in Attachment A.

J. INSURANCE (Issue 10)

Qwest submits the substance of its standard SGAT insurance language approved by the Commission, as redlined in Attachment A. Qwest believes that in cases where the licensee has no or unsatisfactory credit history, the pole owner should be entitled to require a bond, security deposit or other reasonable security instrument.

RESPECTFULLY SUBMITTED: April 15, 2005.

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