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BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of an Investigation into Pole Attachments	<u>Docket No. 04-999-03</u> Utah Rural Telecom Association (“URTA”) Comments to Commission Direction Concerning Ten Issues Regarding the Pole Attachment Standard Contract issued September 6, 2005
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The URTA makes the following comments and recommendations on the Commission’s Direction Concerning Ten Issues Regarding the Pole Attachment Standard Contract issued September 6, 2005:

1. Fees:

In the Commission’s resolution of the fees issue, the unauthorized attachment fee includes back rent to the last audit and \$25 per pole. The Commission should limit the back rent to no more than two years in case there is a long span between audits. That would balance the interests of the pole owner and the attaching entity better than leaving it open ended to the last audit.

With respect to post-construction and removal verification fees, URTA recommends that it be clear that the rate formula in R746-345 cover these fees without any adjustments.

2. Timeframes:

In its comments to R746-345, URTA proposed that the times in which a pole owner is to respond to an application should be reduced from 45 to 30 days for projects at or under 20 poles and 60 to 45 days for projects over 20 poles but fewer than .5% of an owners total poles in Utah. URTA makes the same recommendation on the same grounds that the shorter periods provide enough time for pole owners to respond and will increase the likelihood of projects being addressed and resolved more quickly.

3. Overlashing:

In resolving the overlashing issue the Commission requires a 14 day prior notice to a pole owner and no new application if the attaching entity already has an attachment on a pole. Although not specifically stated, no application would be necessary where an attaching entity must use a riser outside the attachment space on the pole to transition from underground to overhead facilities to overlash the attaching entity's existing attachment.

4. Audit Costs:

URTA does not fundamentally oppose including audit costs as part of the rental rate, but it is not clear how that will be done without unnecessarily and unfairly burdening the pole rental rate. It is of particular concern given the inaccuracy of PacifiCorp's past pole audits. We have not even begun to resolve the troubles caused by those audits, yet the parties are being asked to determine how to include those costs in the rental rate. The reliability and accuracy of the audits should be addressed before the parties try to determine how audit costs should be recovered.

5. Disputed Bills:

URTA urges the Commission to reconsider its determination that disputed bills be paid within 60 days. Were that decision effective now, URTA would have had to pay substantial sums of money awaiting the Commission's resolution of PacifiCorp's inaccurate audits which would have unfairly shifted the burden from PacifiCorp to solve the problem even though its audits created the controversy. Even with the payment of interest, if the billing is ultimately adjudged to be in error, the Commission's decision would still require URTA to part with capital its members could otherwise be using today to maintain their networks. With payment in hand, PacifiCorp has less incentive to correct the error expeditiously. URTA has been working on the pole attachment issue generally for a year and a half and, as stated before, the issue of the inaccurate audits has not yet even begun to be addressed. For these reasons, the URTA asks the Commission to reconsider and change its decision to allow the attaching entity to withhold payment until a dispute is resolved. Under the Commission's determination, if an attaching entity is indifferent if it is paid interest when there is a billing error in its favor, a pole owner should be indifferent as well if payment is withheld until a dispute is resolved in the pole owner's favor and the pole owner is paid interest. The URTA proposal maintains the incentives and capital where they should be pending resolution of the dispute.

Respectfully submitted this 30th day of September, 2005.

Callister Nebeker & McCullough

Stephen F. Mecham
Attorneys for URTA

Certificate of Service

I hereby certify that on the 30th day of September, 2005, I emailed a true and correct copy of the foregoing URTA Comments to Commission Direction Concerning Ten Issues Regarding the Pole Attachment Standard Contract issued September 6, 2005 to the following:

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