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Submitted April 1, 2004.

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**BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH**

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COMCAST CABLE COMMUNICATIONS,	)	
INC., a Pennsylvania Corporation,	)	
	)	<b>Docket No. 03 035 28</b>
Claimant,	)	
vs.	)	
	)	<b>SUPPLEMENTAL RESPONSE OF</b>
PACIFICORP, dba UTAH POWER , an	)	<b>PACIFICORP TO CLAIMANT'S</b>
Oregon Corporation,	)	<b>FIRST SET OF DATA REQUESTS</b>
	)	
Respondent.	)	

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Pursuant to Rule 746-100-8 of the Rules of Practice and Procedure of the Public Service Commission of Utah ("Commission") and the Utah Rules of Civil Procedure, PacifiCorp hereby objects and responds to the First Set of Data Requests submitted by Comcast Cable Communications, Inc. ("Comcast") on December 1, 2003, in the above-captioned matter.

### **Preliminary Statement**

PacifiCorp's supplemental response to Comcast's First Set of Data Requests is based upon information and documentation that is currently available and specifically known to PacifiCorp and PacifiCorp reserves the right to amend this response under applicable rules. The response to the request is made in a good faith effort to provide information available to PacifiCorp, but PacifiCorp specifically reserves the right to utilize at hearing any additionally discovered information. PacifiCorp also specifically reserves the right to object to the provision of any subsequently discovered information and, by responding to Comcast's First Set of Data Requests, expressly does not waive any such objections.

### **General Objections and Definitions**

A. PacifiCorp objects to all definitions, instructions and requests to the extent that they impose obligations different from or beyond those imposed by the Rules of Practice and Procedure of the Public Service Commission of Utah or the Utah Rules of Civil Procedure.

B. PacifiCorp objects to all definitions, instructions and requests to the extent they purport to require the disclosure of: (1) privileged communications between PacifiCorp and its attorneys; (2) information or documents protected from disclosure by the work-product doctrine; or (3) information or documents protected by any other recognized privilege.

C. PacifiCorp objects to all definitions, instructions and requests to the extent they call for the production or identification of data that is not relevant to the subject matter of the issues in this proceeding and that is not reasonably calculated to lead to the discovery of admissible evidence.

D. PacifiCorp objects to all definitions, instructions and requests to the extent they require PacifiCorp to gather or provide documents or things in the possession, custody or control of third parties.

E. PacifiCorp objects to all definitions, instructions and requests to the extent they require PacifiCorp to provide information that, if provided to a third party, would expose PacifiCorp to claims of liability or sanctions for breach of obligations to such party, as for example, claims of violations of intellectual property laws or contractual (*e.g.*, licensing) arrangements.

F. PacifiCorp objects to time period of discovery defined in Instruction No. 4 on the grounds that it is overly broad, unduly burdensome and seeks information that is not relevant to the subject matter of the above-captioned proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, PacifiCorp will answer as appropriate to each data request.

PacifiCorp incorporates the foregoing General Objections and Definitions into each of its specific objections and responses stated below:

#### **Specific Data Requests, Objections and Responses**

In response to each of the individually numbered Data Requests, PacifiCorp hereby objects and answers as follows:

**Data Request No. 1:** Identify each and every person who provided assistance or information used in answering these data requests and each and every person that PacifiCorp or any agent or employee of PacifiCorp has contacted concerning the subject matter of this Action and state the substance of any conversation or writing that relates to any such contact.

**Objection & Response:** PacifiCorp objects to Data Request No. 1 on the grounds that it seeks information protected by the attorney-client and attorney work-product privileges. Subject to and without waiving the foregoing objection, please see Attachment A identifying the individuals that provided assistance in answering Comcast's data requests.

PacifiCorp contacted Osmose Utilities Services, Inc. to request a list of all Osmose employees that participated in the 2003 Audit. PacifiCorp did not engage in any further communications with Osmose regarding this Action nor did PacifiCorp discuss the substance of this Action with Osmose. PacifiCorp states that on December 8, 2003, Corey Fitz Gerald of PacifiCorp mentioned this Action to John Sullivan of Portland General Electric. The communication between Ms. Fitz Gerald and Mr. Sullivan was limited to the contents of Comcast's Request for Agency Action and PacifiCorp's Response, both of which are part of the public record before the Public Service Commission of Utah. Except for the above mentioned communications, no parties have been contacted by PacifiCorp or its agents concerning the subject matter of this Action since it commenced.

**Prepared by:** Corey Fitz Gerald

**Objection by:** Charles A. Zdebski, Esq.

**Data Request No. 2:** If any person currently possesses, or will utilize at any hearing, documentation of any kind in formulating an opinion or providing testimony regarding the subject matter of this action; or if any person's testimony will be used to lay a foundation for the introduction of documentary evidence, photos, maps or any other exhibit, identify the document or exhibit and provide the name of each witness, and the subject matter of the testimony as it relates to each document or exhibit.

**Objection & Response:** PacifiCorp objects to Data Request No. 2 on the grounds that it is premature. PacifiCorp states that it has not concluded discovery and that some of the documentation upon which it intends to rely will likely be developed during discovery with Comcast. Subject to and without waiving the foregoing objection, PacifiCorp states that, at this time, the following individuals may provide testimony at a hearing as to PacifiCorp's pole attachment permitting, auditing and accounting procedures, the validity of PacifiCorp's data establishing its rights to payment from Comcast, and to lay a foundation for the introduction of evidence: Corey Fitz Gerald, Laura Raypush, Sarah Calloway, Sara Johnson, James Coppedge, and Scott Benjamin. PacifiCorp states that, at this time, it intends to rely upon the following documentary evidence at any hearing in this Action: (1) JTU Count of Attachments in JTU Inventory, printed by Sara Johnson; (2) JTU Attachment Removal Summary Report, printed by Sara Johnson; (3) Joint Use Exception Report Facility Point Exceptions, printed by Sara Johnson; (4) Joint Use Exception Report Attachment Mismatches, printed by Sara Johnson; (5) JTU Billing Summary Report, printed by Sara Johnson; (6) Comcast Attachment Report for American Fork; (7) Comcast Attachment Report for Layton; and (8) Comcast Attachment Report for Ogden.

PacifiCorp also states that its responses to these data requests and the Response of PacifiCorp to Request of Comcast for Agency Action ("Response") identify various documents upon which PacifiCorp may rely and that although those documents are voluminous, they have been produced to Comcast in response to Comcast's First Set of Data Requests. PacifiCorp specifically reserves the right to supplement this response with additional material evidence upon which it intends to rely.

**Prepared by:** Corey Fitz Gerald

**Objection by:** Charles A. Zdebski, Esq.

**Data Request No. 3:** Identify each individual whom you may call as a witness at any hearing in this action, and for each such individual, state the subject matter on which each witness is expected to testify. If the witness is an expert witness, state the substance of the findings and the opinions to which the witness is expected to testify, and the grounds and basis for each opinion.

**Objection & Response:** PacifiCorp objects to Data Request No. 3 on the grounds that it is premature. PacifiCorp states that its determination of whether to call any expert witnesses or fact witnesses at a hearing will depend in part on information developed during discovery with Comcast. Subject to and without waiving the foregoing objection, PacifiCorp states that, at this time, it may call any or all of the individuals identified in Attachment B at a hearing for this action. These individuals may testify as to PacifiCorp's pole attachment permitting, auditing and accounting procedures, the validity of PacifiCorp's data establishing its rights to payment from Comcast, and to lay a foundation for the introduction of evidence. PacifiCorp does not currently plan to call any expert witnesses at a hearing in this matter. PacifiCorp will supplement this response in the event it identifies any additional witnesses that it may call at a hearing for this action.

**Prepared by:** Corey Fitz Gerald

**Objection by:** Charles A. Zdebski, Esq.

**Data Request No. 4:** If you contend that Claimant, or any officer, director, agent, employee acting on behalf of Claimant, has made any admission, or taken or failed to take any action, that would preclude or tend to preclude it from recovering under the claims it has submitted in this Action, identify and describe the substance of each such admission, action or omission, the person who made that admission or took or failed to take such action, and the person to whom such admission was made.

**Objection & Response:** PacifiCorp objects to Data Request No. 4 on the grounds that it has already been answered. See Response of PacifiCorp to Request of Comcast for Agency Action.

**Objection by:** Charles A. Zdebski, Esq.



**Data Request No. 5:** Identify the purpose of the 2003 Audit and the geographic areas covered by the 2003 Audit.

**Objection & Response:** The purpose of the 2003 Audit is to identify the ownership of all third-party attachments to PacifiCorp poles as well as to determine whether such attachments are in compliance with the requirements of PacifiCorp's Distribution Construction Standards, the National Electrical Safety Code or General Order 95, whichever is applicable, in addition to state or federal standards that exceed all of the preceeding. PacifiCorp is also identifying its own attachments to third-party poles during the 2003 Audit (as distinct from an audit to determine PacifiCorp's compliance with the National Electrical Safety Code). PacifiCorp has paid the full costs of the portion of the 2003 Audit directed at determining PacifiCorp's attachments to third-party poles. The geographic area covered by the 2003 Audit is all of PacifiCorp's service area within the states of Washington, Oregon, California, Idaho, Utah and Wyoming.

**Prepared by:** Corey Fitz Gerald

**Data Request No. 6:** Identify all individuals, contractors, subcontractors and other person, whether or not employed by PacifiCorp or such contractors or subcontractors, participating in any capacity in the 2003 Audit or familiar with the matters addressed in Data Requests Numbers 5 and 7-20.

**Objection & Response:** In addition to the Comcast employees that have participated in the 2003 Audit, PacifiCorp states that the individuals, contractors, subcontractors and other persons identified in Attachment C participated in the 2003 Audit.

**Prepared by:** Corey Fitz Gerald

**Data Request No. 7:** To the extent that any of the persons identified in response to Data Request 6 is a contractor or subcontractor, describe the process by which such person was engaged or retained by PacifiCorp to participate in the 2003 Audit and describe the manner in which PacifiCorp compensates, or compensated, any such contractor or subcontractor. In so doing, identify and describe (a) the basis (*e.g.* hourly), unit (per-Attachment or per-pole or Support Structure) of any payments made to such contractor or subcontractor; (b) the total amounts paid to such contractor or subcontractor; (c) the total amounts that you reasonably anticipate will be paid to such contractor or subcontractor; and (d) whether any such amounts are to be “passed through” for payment by Claimant separate from any pole attachment rental charges or penalties.

**Objection & Response:** PacifiCorp objects to Document Request No. 7 on the grounds that it is overly broad, unduly burdensome, and seeks information that is not relevant to the subject matter of the above-captioned proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence. PacifiCorp further objects to this request to the extent it seeks documents protected by privilege.

Subject to and without waiving the foregoing objections, PacifiCorp states that in July of 2002, PacifiCorp distributed a Request for Proposals (“RFP”) to what it felt were qualified contractors to perform an inventory audit of PacifiCorp facilities throughout the service territory. The companies that PacifiCorp asked to participate were North Star, Osmose, Custom Lighting Services, Utility Asset Management, Potelco, Transmap, and Joint Use Solutions. Bids were submitted on July 15, 2002. The bids were analyzed by PacifiCorp based on cost, technology and previous experience. Two contractors, Osmose and Custom Lighting Services, were selected to make a formal presentation related to their ability to perform the work and to express

any concerns that might jeopardize their ability to complete the schedule on time. On November 1, 2002, PacifiCorp awarded the contract to perform the 2003 Audit to Osmose based on lowest cost and most experience.

In addition, PacifiCorp's contract with Osmose obligates Osmose to maintain an extremely high standard of accuracy in the Audit. To ensure the necessary high level of quality control for the Audit, a company known as Volt provides temporary contract employees to PacifiCorp. Over the last several years, PacifiCorp as a company has gone through a process of selecting one company to be its sole outside source for contract employees. The result of this process was PacifiCorp's selection of Volt.

In specific response to the subparts of this question, PacifiCorp states as follows:

- (a) Osmose charges PacifiCorp on a per pole basis.
- (b) Volt charges PacifiCorp as follows for contract employees:

Charges for the 2003 Audit to date are as follows:

- (c) The 2003 Audit contract has an estimated value of \$10,000,000 and is dependent on the quantity of joint use poles identified in the audit. With regard to this litigation and the specific costs for Utah, the total amount that PacifiCorp estimates it may pay Osmose and Volt for the 2003 Audit in Utah is \$4,300,000.00. The estimated charges for the 2003 Audit are estimates only; final totals may exceed the estimate. The estimated charges for the 2003 Audit

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do not include cost of corrections, such as applications, infraction corrections, and post-correction inspections.

(d) PacifiCorp does intend to “pass through” on a pro-rata basis determined by the audit’s benefit to each attacher, all contractor expenses incurred in performing the 2003 Audit.

**Prepared by:** James Coppedge

**Objection by:** Charles A. Zdebski, Esq.

**Document Request No. 8:** To the extent that any of the persons identified in response to Data Request 6 is a PacifiCorp employee, identify and describe any bonus, premium or other source or type of compensation, over and above base salary and benefits due such employee under the terms of such employment. In so doing, identify and describe (a) the basis (e.g. hourly), unit (per-Attachment or per-pole or Support Structure)) of any payments made to such employee; (b) the total amounts paid to such employee; (c) the total amounts that you reasonably anticipate will be paid to such employee; and (d) whether any such amounts are to be “passed through” for payment by Claimant separate from any pole attachment rental charges or penalties.

**Objection & Response:** PacifiCorp objects to Document Request No. 8 on the grounds that it is overly broad, unduly burdensome, and seeks information that is not relevant to the subject matter of the above-captioned proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence. PacifiCorp further objects to this request to the extent it seeks documents protected by privilege. Subject to and without waiving the foregoing objections, PacifiCorp states the following. Attached as Attachment D is a schedule reflecting the amount that each PacifiCorp employee working on the 2003 Audit of all attachments to PacifiCorp facilities in Utah has billed to the work orders for such audit. The spreadsheet reflects amounts billed for each PacifiCorp district in which the 2003 Audit has been completed or begun. All amounts so billed will be passed through to Comcast and all other attachers benefiting from these employees’ work on a *pro rata* basis; that is, Comcast and each attacher will be asked to pay an amount reflecting its fully allocated proportionate share of the costs for PacifiCorp employees to work on the 2003 Audit.

**Prepared by:** Corey Fitz Gerald

**Objection by:** Charles A. Zdebski, Esq.

**Document Request No. 9:** Identify and describe any charges associated with the 2003 Audit (other than the \$250.00 per pole unauthorized attachment penalty) for which PacifiCorp believes Claimant is responsible. Identify and describe the bases for any such charges and for the belief that Claimant is responsible for such charges.

**Objection & Response:** Charges for the 2003 Audit that PacifiCorp believes Claimant is responsible for (other than the \$250.00 per pole unauthorized attachment penalty) include all costs incurred to perform the Audit, as well as the cost of correction for all non-compliant conditions found in the Audit and a penalty associated to the non-compliant attachment. See also PacifiCorp's Objection and Response to Data Request No. 7. Charges are based on the fundamental concept that such costs are necessary for the Respondent to manage third-party use of its overhead facilities and maintain such facilities in a safe and serviceable condition; the activities performed would not be necessary if Claimant did not require the use of Respondent's facilities and thus should not be borne by Respondent's ratepayers. Penalties are assessed as an incentive to change non-compliant practices.

**Prepared by:** Corey Fitz Gerald

**Document Request No. 10:** Identify and describe field processes and procedures used in conducting the 2003 Audit. In particular, identify and describe: (a) instructions given to persons conducting actual field inspections of PacifiCorp support structures; (b) Facilities inspected, surveyed, and tabulated as part of the 2003 Audit; (c) all data collected with respect to each Support Structure and each Facility surveyed; and (d) methods by which survey data is collected, stored or manipulated, including the identification and description of any mechanical or electronic devices employed by field inspectors, including, but not limited to vehicles, bucket trucks, measuring “sticks,” electronic devices (such as laser-based measuring devices, global positioning systems (“GPS”), geographic information systems (“GIS”), personal digital assistant (“PDA”) handheld devices, “laptop” computers and the like).

**Objection & Response:** PacifiCorp objects to Data Request No. 10 on the grounds that the information sought by this request is confidential, proprietary, commercially sensitive, and constitutes trade secret information, and that any relevance, if shown, is outweighed by the serious competitive harm that would result from disclosure of this highly commercially-sensitive information. Subject to and without waiving the foregoing objections, PacifiCorp will supplement the following information pursuant to the terms of the proposed Stipulated Protective Order. In specific response to each subpart of the question, PacifiCorp states as follows:

(a) Fielders are to identify the correct licensee and violations associated to each licensee. (A fielder is the individual, typically an Osmose employee, who enters the field with an IPAQ device to collect and record the data for the audit.)

Contractor goes through a three week training process, which encompasses classroom and field instruction. The training includes the use of IPAQ handheld devices, understanding of the National Electrical Safety Code rules, and PacifiCorp’s distribution construction standards.



The training class is pass or fail, only the candidates that pass are hired to perform the audit. Customer Acceptance Quality Control ("CAQC") inspectors go through a one week training process, as well as time in the field with current inspectors.

*See Training Manual – Attachment E for further instructions. See also Data Elements – Attachment F.*

(c) The contractor is to collect data associated with the following: the specific licensee attachment, types of equipment, the height of the attachment, any violations associated to the licensee, pole tag information that identifies the pole, GPS coordinates and a photograph of the pole in its current condition. The contractor will do a random quality control sample of ten percent to insure accuracy. PacifiCorp will do a random sample of five percent to validate the integrity of data. Work that fails the CAQC is reworked by Osmose and resubmitted to PacifiCorp with corrections.

(d) The crews use a measuring stick to collect heights, a PDA computer with a digital camera and Trimbal GPS locator to collect data elements and electronically submit these back to PacifiCorp for analysis. Once the data is reviewed it is applied to PacifiCorp's mapping database to update the location of the facilities identified by the Audit *vis a vis* the facilities and attachments already mapped on PacifiCorp's database. PacifiCorp then runs the reports identified and produced in response to prior data requests. *See Data Elements – Attachment F.* Fielders are required to physically visit every distribution pole. The field data associated with each pole is entered into a IPAQ PDA handheld device, the completed data is electronically sent to PacifiCorp to review, approve or return to field for corrections. *See Data Elements – Attachment F.*

Finally, PacifiCorp states that in response to Data Request No. 10, it is producing a copy of the Osmose Utilities Services Pacific Region PacifiCorp Joint Use/NESC Violation – Training and Operations Manual. See Attachment E.

**Prepared by:** James Coppedge

**Objection by:** Charles A. Zdebski, Esq.

**Data Request No. 11:** Identify and describe all ways in which PacifiCorp uses or intends to use the data collected from the 2003 Audit, such as the population of “databases” including but not limited to such items as GPS, GIS or digital based permitting and notification systems, computer-aided design (“CAD”) systems, and grid-mapping functions.

**Objection & Response:** PacifiCorp objects to Data Request No. 11 on the grounds that the information sought by this request is confidential, proprietary, commercially sensitive, and constitutes trade secret information, and that any relevance, if shown, is outweighed by the serious competitive harm that would result from disclosure of this highly commercially-sensitive information. Subject to and without waiving the foregoing objections, PacifiCorp states that the data collected from the 2003 Audit is used for the following purposes: (1) to ensure that attachments are in compliance with the requirements of PacifiCorp’s Distribution Construction Standards, the National Electrical Safety Code or General Order 95, whichever is applicable, in addition to state or federal standards that exceed all of the preceding; (2) to identify unauthorized attachments for the purpose of (a) ensuring that PacifiCorp is billing for all attachments, (b) that attaching entities have obtained permission from property owners to use affected property for the provision of communication services; and (3) to ensure that PacifiCorp has an accurate record of the attachments on its poles for purposes of proper plant management. See also PacifiCorp’s Objection & Response to Data Request No. 5.

**Prepared by:** Corey Fitz Gerald

**Objection by:** Charles A. Zdebski, Esq.

**Data Request No. 12:** Identify and describe PacifiCorp's policies and procedures with respect to pole inspections, Audits or surveys, including by identifying any differences in policies and procedures that apply to particular parties and the bases for any such differences.

**Objection & Response:** PacifiCorp states that the policies and procedures with respect to the inspections, audits or surveys of pole attachments are contained in the Pole Contact Agreement entered into on December 20, 1999, the terms of which governed the relationship between PacifiCorp and Comcast's predecessor in interest, AT&T Cable Services, and which continues to apply to the course of dealing between Comcast and PacifiCorp. With respect to inspections, audits or surveys of pole attachments, PacifiCorp does not currently employ a different policy or procedure for attaching parties. PacifiCorp conducts its own separate system-wide audit of its own facilities for National Electrical Safety Code compliance, as well as paying its pro-rata costs of any inspection that identifies PacifiCorp's own attachments to third-party poles.

PacifiCorp states that in response to Data Request No. 12, it is producing a copy of the Osmose Utilities Services Pacific Region PacifiCorp Joint Use/NESC Violation – Training and Operations Manual. See Attachment E.

**Prepared by:** Corey Fitz Gerald

**Data Request No. 13:** Identify all parties (including, if applicable, PacifiCorp itself) whose Facilities or Attachments are currently subject to PacifiCorp Audits, surveys and inspections similar to the 2003 Audit.

**Objection & Response:** PacifiCorp objects to Document Request No. 13 on the grounds that it is overly broad, unduly burdensome, and seeks information that is not relevant to the subject matter of the above-captioned proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence.

**Objection by:** Charles A. Zdebski, Esq.

**Data Request No. 14:** Identify the dates of any prior Audits, surveys, or inspections by PacifiCorp or its predecessors, of the Attachments or Facilities of (a) Claimant or its predecessors; and (b) any other party or its predecessors during or after 1980.

**Objection & Response:** PacifiCorp objects to Document Request No. 14 on the grounds that it is overly broad, unduly burdensome, and seeks information that is not relevant to the subject matter of the above-captioned proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, PacifiCorp states that there may have been district initiatives between 1980 and 1997 to conduct an inventory. PacifiCorp performed a pole attachment inventory in 1997 and 1998 throughout its service area in Montana, Washington, Oregon, Idaho, California, Utah and Wyoming. The scope of this effort was limited to determining which communication companies were attached to PacifiCorp owned poles and to which third-party poles PacifiCorp was attached.

**Prepared by:** Corey Fitz Gerald

**Objection by:** Charles A. Zdebski, Esq.

**Data Request No. 15:** To the extent that PacifiCorp or its predecessors have conducted prior Audits, surveys, or inspections, identify and describe any ways in which such prior Audits, surveys, or inspections differed from the 2003 Audit with respect to the responses given to Data Requests 5-13.

**Objection & Response:** PacifiCorp objects to Document Request No. 15 on the grounds that it is overly broad, unduly burdensome, and seeks information that is not relevant to the subject matter of the above-captioned proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, PacifiCorp states that in the 1997/1998 inventory effort PacifiCorp did not attempt to identify the number of attachments owned by each communications entity nor did it assess compliance issues. The scope of the 1997/1998 inventory was limited to determining which communication companies were attached to PacifiCorp owned poles and to which third-party poles PacifiCorp was attached. See also PacifiCorp's Objection & Response to Data Request Nos. 5, 11 & 14.

**Prepared by:** Corey Fitz Gerald

**Objection by:** Charles A. Zdebski, Esq.

**Data Request No. 16:** Identify and describe the process by which PacifiCorp currently permits or licenses Claimant's attachments to PacifiCorp's poles. To the extent that such processes may differ within PacifiCorp's Utah service territory, identify and describe any such differences. To the extent that such processes today are different today than they have been in the past, please identify and describe any such differences.

**Objection & Response:** PacifiCorp's current permitting process in the State of Utah is the same process throughout the state. PacifiCorp has developed an application form that is to be used for all telecommunication requests for activity relating to PacifiCorp poles. The application is filled out by the Licensee (entity requesting to attach) and submitted to the Administrative Services Coordinator ("ASC") assigned to that particular region. This submission may be received via fax, e-mail or U.S. Mail. The ASC then verifies the information on the application and ensures that all key fields are filled out. If any key information such as the mapstring, pole number, or address is missing the ASC then requests that the Licensee provide the missing information. When all of the key fields are filled out, the ASC then sets up a request for inspection. The application is sent to a Utility/Field Specialist who will perform an initial inspection to determine the existing integrity of the pole and whether the pole has adequate clearance and can accommodate the additional load that the proposed attachment will place upon the pole. Once the inspection process is complete, the results are communicated back to the Licensee by the ASC. If the pole has the space and can accommodate the load of the proposed attachment, it is approved. If the pole does not have the space or cannot accommodate the load the Licensee is given the option to approve the make ready work required to allow the Licensee to attach. It is required that make-ready work be completed before approval is given. Once the Licensee is given permission to attach, PacifiCorp waits 90 days, unless a response is received sooner from



the Licensee stating the work is complete, to perform the post-inspection to verify that the work was completed as proposed and meets all safety and construction requirements. This process is dependent upon Claimant's adherence to this process and applicable contract requirements.

The former process involved sending the applications to the local district office of PacifiCorp. The local office used its discretion to determine if the application required a pre-inspection and then communicated its approval or make-ready recommendation to the Joint Use of Facilities department located in Portland, Oregon. The application was processed and the Licensee was communicated with by utilizing the same process and systems currently used to track and maintain pole attachment applications.

**Prepared by:** Corey Fitz Gerald

**Data Request No. 17:** Identify and describe the process by which PacifiCorp permits or licenses the attachments of communications attachers, other than Claimant (including but not limited to incumbent local exchange carriers) to PacifiCorp's poles. To the extent that such processes may differ within PacifiCorp's Utah service territory, identify and describe any such differences. To the extent that such processes today are different today than they have been in the past, please identify and describe any such differences.

**Objection & Response:** PacifiCorp objects to Document Request No. 17 on the grounds that it is overly broad, unduly burdensome, and seeks information that is not relevant to the subject matter of the above-captioned proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, PacifiCorp states that it provides non-discriminatory access to the poles and does not have a separate permitting process for communication attachers. The process to attach is the same as was answered to Data Request No. 16.

**Prepared by:** Corey Fitz Gerald

**Objection by:** Charles A. Zdebski, Esq.

**Data Request No. 18:** Identify and describe PacifiCorp's pole or Support Structure attachment licensing, use or permitting record keeping, record maintenance, record retention and record destruction policies and practices.

**Objection & Response:** PacifiCorp objects to Document Request No. 18 on the grounds that it is overly broad, unduly burdensome, and seeks information that is not relevant to the subject matter of the above-captioned proceeding nor is it reasonably calculated to lead to the discovery of admissible evidence. Subject to and without waiving the foregoing objections, PacifiCorp states that for the State of Utah, applications are received on hard copy and then entered into a mainframe software system for record keeping and retention. Electronic data is stored on the mainframe software system and there are no limitations on the storage time. The original hard copy application is stored for two years in the T&D Infrastructure Management department files and then archived in PacifiCorp's Records Management facilities. T&D Infrastructure Management department files that are archived in PacifiCorp's Records Management facilities are not destroyed until there is written authorization from the Director of Transmission & Distribution Infrastructure Management. PacifiCorp is not aware of any documents or electronic information related to T&D Infrastructure Management permit applications that have been knowingly destroyed within the last nine years.

**Prepared by:** Corey Fitz Gerald

**Objection by:** Charles A. Zdebski, Esq.

**Data Request No. 19:** Identify and describe any event, including fires, natural disasters, corporate mergers, corporate re-structuring or organizations, office and/or file re-locations, personnel matters such as re-assignments, down-sizing terminations or other events that may have resulted in a loss or destruction of PacifiCorp's pole or Support Structure attachment licensing, use or permitting records.

**Objection & Response:** PacifiCorp objects to this data request on the grounds that it is overly broad, unduly burdensome, oppressive, and seeks information that is not relevant to the subject matter of the above-captioned proceeding nor reasonably calculated to lead to the discovery of admissible evidence.

**Objection by:** Charles A. Zdebski, Esq.

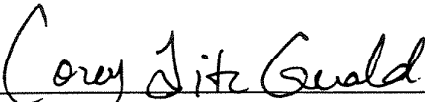
**Data Request No. 20:** Identify and describe any justification – legal, economic, financial or otherwise – for the \$250 per-pole unauthorized attachment penalty that PacifiCorp has imposed on Claimant.

**Objection & Response:** PacifiCorp objects to Data Request No. 20 on the grounds that it has already been answered. See Response of PacifiCorp to Request of Comcast for Agency Action.

**Objection by:** Charles A. Zdebski, Esq.

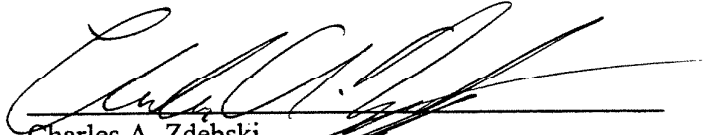
I hereby declare under penalty of perjury that the foregoing is true and correct.

Dated: April 1, 2004

  
Corey Fitz Gerald

RESPECTFULLY SUBMITTED this 1<sup>st</sup> day of April, 2004.

PACIFICORP

A large, stylized handwritten signature in black ink, likely belonging to Charles A. Zdebski, is written over a horizontal line.

Charles A. Zdebski  
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- and -

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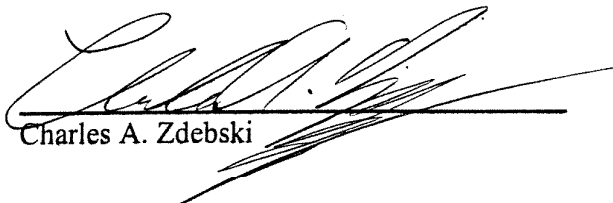
**CERTIFICATE OF SERVICE**

I hereby certify that on the 1<sup>st</sup> day of April, 2004, a true and correct copy of **PacifiCorp's Supplemental Response to Claimant's First Set of Data Requests** was sent via overnight mail to:

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