

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

In the Matter of the Application of Rocky)	<u>DOCKET NO. 10-035-42</u>
Mountain Power for Approval of Pole)	
Attachment Agreement between Rocky)	
Mountain Power and South Central)	<u>ORDER APPROVING POLE</u>
Communications, Inc. and South Central)	<u>ATTACHMENT AGREEMENT</u>
Utah Telephone Association, Inc.)	
)	

ISSUED: August 16, 2010

By The Commission:

This matter is before the Commission on the application of PacifiCorp, doing business in Utah as Rocky Mountain Power, (“Company”) for approval of a pole attachment agreement (“Agreement”) with South Central Communications, Inc. (a wholly-owned subsidiary of South Central Utah Telephone Association, Inc.) and South Central Utah Telephone Association, Inc. (collectively, “South Central”). On April 22, 2010, the Company filed its application together with a copy of the Agreement and a copy of the Company’s Joint Use Distribution Construction Standards (EU). The Agreement was signed by South Central on February 23, 2010, and by the Company on March 11, 2010.

The Agreement differs from the safe harbor pole attachment agreement approved in Docket No. 04-999-03. Therefore, pursuant to Utah Administrative Code R746-345-1(B)(2), the Company must obtain Commission approval of the Agreement.

The Division of Public Utilities (Division) submitted a report of its review of the Agreement on June 17, 2010, recommending approval of the Company’s application. The Division states it reviewed the application, the Agreement and the Commission rules on pole attachments. The Division evaluated the Agreement’s substantive and non-substantive

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differences in comparison to the safe harbor agreement. The Division notes in its report the Agreement is similar to the safe harbor agreement, except that the Agreement is reciprocal, allowing each party access to the other's poles. The Division prepared the following chart identifying differences in terms:

	Safe Harbor/Standard Contract	South Central
	Docket No. 04-999-03	Docket No. 10-035-42
	1/9/2006	4/20/2010
Terms & Conditions	Non-reciprocal	Reciprocal
When rent begins	30 days from invoice date; 60 days for disputed invoices	45 days from invoice date; 90 days for disputed invoices
How long to complete installation	90 days	180 days
Business Interruption Insurance	none	\$1 million
Employer's Liability Insurance	none	\$1 million

In addition to these differences, the Agreement contains provisions, not found in the safe harbor agreement, that address the joint use of poles. The Division assessed these and all other differences, concluding they reflect the reciprocal relationship between the Company and South Central, and were arrived at by mutual negotiation. Moreover, in the Division's view the Agreement's deviations from the safe harbor agreement do not contravene Utah administrative rules governing pole attachment agreements. The Division notes: "the contract explicitly includes a description of the permitting process, the inspection process, the joint audit process, and nonrecurring fees and charges that differ from the [safe harbor agreement]."

In the Division's view, the terms and conditions of the Agreement, including the differences from the safe harbor agreement are reasonable and reflect appropriately the

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reciprocal obligations of the parties. Additionally, the Division concludes the Company's Joint Use Distribution Construction Standards (EU) is in conformance with National Electric Safety Code requirements, and the Agreement's annual rental rate is consistent with the Company's Electric Service Schedule No. 4. Finally, the Division notes it is in the public interest to facilitate the common, non-discriminatory access to utility poles that will be accomplished through the Agreement.

ORDER

Having reviewed the application and attachments, and the Division recommending approval, and finding approval of the application and the Agreement to be just and reasonable, and in the public interest, the Commission approves the application and the Agreement.

Pursuant to Sections 63G-4-301 and 54-7-15 of the Utah Code, an aggrieved party may request agency review or rehearing of this Order by filing a written request with the Commission within 30 days after the issuance of this Order. Responses to a request for agency review or rehearing must be filed within 15 days of the filing of the request for review or rehearing. If the Commission does not grant a request for review or rehearing within 20 days after the filing of the request, it is deemed denied. Judicial review of the Commission's final agency action may be obtained by filing a petition for review with the Utah Supreme Court within 30 days after final agency action. Any petition for review must comply with the requirements of Sections 63G-4-401 and 63G-4-403 of the Utah Code and Utah Rules of Appellate Procedure.

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DATED at Salt Lake City, Utah, this 16th day of August, 2010.

/s/ David R. Clark
Hearing Officer

Approved and confirmed this 16th day of August, 2010, as the Order Approving
Pole Attachment Agreement of the Public Service Commission of Utah.

/s/ Ted Boyer, Chairman

/s/ Ric Campbell, Commissioner

/s/ Ron Allen, Commissioner

Attest:

/s/ Julie Orchard
Commission Secretary
G#67836