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BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Application of
ROCKY MOUNTAIN POWER for Approval
of the Pole Attachment Agreement between
PacifiCorp and CentraCom Interactive

DOCKET No. 11-035-___

**APPLICATION OF ROCKY
MOUNTAIN POWER**

PacifiCorp, doing business in Utah as Rocky Mountain Power (“Rocky Mountain Power” or “Company”) respectfully requests an order under Utah Admin. Code R746-345-3 approving a Pole Attachment Agreement (the “Agreement”) between PacifiCorp and Central Utah Telephone, Inc., Skyline Telecom, Bear Lake Communications, Inc. and Central Telecom Services LLC (collectively d/b/a “CentraCom Interactive”), dated August 10, 2010. Each of Rocky Mountain Power and CentraCom Interactive are referred to as a “Party” and together referred to as the “Parties.”

In support of its Application, Rocky Mountain Power states as follows:

1. Rocky Mountain Power is a public utility in the state of Utah and is subject to the jurisdiction of the Commission with regard to its rates and service. As a public utility that permits attachments to its poles by an attaching entity, Rocky Mountain Power is obligated to provide that service pursuant to the requirements in Utah Admin. Rules, R.746-345 governing pole attachments. Rocky Mountain has previously submitted for Commission approval non-

reciprocal pole attachment agreements with TCG Utah and Leavitt Group Enterprises (approved by the Commission in Docket Nos. 09-035-52 and 10-035-01, respectively), as well as with Alliant Techsystems and Break Away Wireless (Docket Nos. 10-035-59 and 10-035-61, respectively).

2. Communications regarding this Application should be addressed to:

By e-mail (preferred): datarequest@pacificorp.com
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3. Under R746-345-3(B) (1), the parties to pole attachment contracts “may voluntarily negotiate an alternative contract . . . [and] shall submit the negotiated contract to the Commission for approval.” The Agreement was voluntarily negotiated between Rocky Mountain Power and CentraCom Interactive. The Agreement negotiated between Rocky Mountain Power and CentraCom Interactive is substantively identical to the pole attachment agreement with Break Away Wireless approved in Docket No. 10-035-61.

4. The Agreement negotiated between Rocky Mountain Power and CentraCom Interactive contains terms that differ from the agreement approved by the Commission in Docket 04-999-03 known as the “Safe Harbor”. While Rocky Mountain Power opened negotiations with a draft agreement that nearly mirrored the Safe Harbor agreement, several provisions differ from the Safe Harbor terms based on negotiations with CentraCom Interactive and with other attaching parties. As noted in earlier dockets, the differences are as follows:

a. The contact rental set forth in the Agreement was calculated using Rocky Mountain Power’s Tariff approved as Electric Service Schedule No. 4.

b. The Agreement reflects the non-reciprocal relationship between the Parties in contrast to the reciprocal relationship contemplated by the Safe Harbor agreement.

c. Rocky Mountain Power modified the sections governing the application process to match its existing business practices. To reduce uncertainty for attaching entities, Rocky Mountain Power agreed to enumerate the grounds upon which it may reject an application for attachment and delineated specific events of default. Additionally, Rocky Mountain Power agreed to provide an approval or denial of applications sooner than under the Safe Harbor, within 45 days of Rocky Mountain Power’s receipt of the application, as compared to up to 90 days as allowed under the Safe Harbor. Next, while rent begins to accrue sooner than under the Safe Harbor, CentraCom Interactive is allowed a longer period to pay outstanding invoices, from 30 days, per the Safe Harbor, to 45 days. Furthermore, CentraCom Interactive received a much longer time to complete installation of Attachments – 180 days instead of 90 days -- and may extend this period without resubmitting an application or paying another fee as envisioned by the Safe Harbor. In addition, if a CentraCom Interactive does not accept the cost to accommodate its continued attachment when requested to relocate, the CentraCom Interactive must remove the

attachment 10 days sooner than provided in the Safe Harbor which allows Rocky Mountain Power to accommodate relocations faster. In addition, the Agreement contains modified Termination requirements, allowing each Party to terminate the Agreement upon ninety (90) days written notice to the other, within which time CentraCom Interactive must remove its attachments. As an additional benefit, Rocky Mountain Power agreed to allow CentraCom Interactive to assign its contract without the consent of Rocky Mountain Power, within certain parameters. Furthermore, the Agreement removes the express prohibition on use of Rocky Mountain Power easements and rights of way, but allows Rocky Mountain Power to require written documentation of compliance with third party consents, permits, licenses or grants.

d. Several provisions were modified to reflect regulatory requirements, industry practice, or National Electric Safety code requirements.

e. The Agreement contains the Company's updated terms regarding indemnification, credit and insurance, as well as limitations of liability and warranties, which terms are reflected throughout the Agreement. CentraCom Interactive must maintain commercial general liability insurance at a higher limit than provided in the Safe Harbor, maintain umbrella liability insurance to cover any shortfalls in other coverage, and maintain business interruption insurance. These increased requirements reflect the changes to economic conditions since 2004.

f. Some provisions of the Safe Harbor have been relocated to another place in the agreement, consolidated or otherwise clarified for stylistic purposes. Minor changes from the Safe Harbor agreement are simply non-substantive wording changes. A table of contents was added for convenience of the reader.

5. The Agreement represents the parties' agreed-to terms and conditions for CentraCom Interactive's attachments to Rocky Mountain Power's poles in Utah.

6. The Parties have agreed to waive the confidentiality clause for the purposes of filing the contract for approval.

WHEREFORE, Rocky Mountain Power respectfully requests that the Commission issue an order approving the Agreement submitted herewith and finding the terms and conditions of the Agreement to be just and reasonable and in the public interest.

DATED this 7th day of January 2011.

Respectfully submitted,

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