

ISSUES LIST 4/1/05
POLE ATTACHMENT STANDARD CONTRACT

1. FEES [3.01, 3.20, 3.25, 5.02]:
Parties disagree on which fees are appropriate to be charged in addition to the annual pole attachment rental charge. Although parties also disagree on the dollar amount of fees, this issue will be addressed in individual company tariff and SGAT filings. Specific fees in dispute are application fees, pre-construction survey charges, post construction and removal verification inspection fees, and fees for unauthorized attachments.
2. TIMEFRAMES [3.02, 3.09]:
Parties disagree on application and make-ready timeframes. [Parties attempted to determine the parameters for “standard” projects and an appropriate timeframe. Parties also attempted to identify situations where the timeframe should be shorter or longer than the “standard.” Although there was some agreement, Parties were not able finalize a schedule of timeframes to apply in Utah.]
3. SERVICE DROPS [3.01]:
Parties disagree on the extent and timing of notification and/or application for installing service drops.
4. OVERLASHING [3.01]:
Parties disagree whether there should be an application requirement for overlashing. Parties also disagree that application and fees should be assessed on third party overlashers.
5. AUDIT COSTS [3.24]:
Parties disagree on whether audit costs should be charge directly to attachers or included in the monthly pole attachment rental rate.
6. EASEMENTS [3.11]:
Parties disagree whether the current language restricts lawful access rights to right-of-way and easements owned and/or controlled by pole owner.
7. RELOCATION COSTS [3.12 through 3.18]:
Parties disagree on who should bear the cost of relocation when required by the Pole Owner for the Pole Owner’s benefit (accommodating new customer’s etc.)
8. DISPUTED BILLS [5.03, Article XI]:
Parties disagree that disputed bills must be paid prior to resolution.
9. INDEMNITY, LIABILITY, AND DAMAGES [9.01]:
Parties disagree on appropriate reciprocal language.
10. INSURANCE AND BOND [Article X]:
Parties disagree on generic language for insurance and bonding.