

BEFORE THE WASHINGTON
UTILITIES AND TRANSPORTATION COMMISSION

In the Matter of the Petition of
Intelligent Community Services, Inc.

For Designation as Eligible
Telecommunications Carrier Under 47
U.S.C. 214(e)(2)

DOCKET NO. UT-053041

TESTIMONY

OF

Paul J. Eisenberg

May 23, 2008

1 **Q. PLEASE STATE YOUR NAME, EMPLOYER, AND BUSINESS ADDRESS.**

2 A. My name is Paul J. Eisenberg. I am currently Senior Vice President of Suncadia, LLC
3 ("Suncadia"). My business address is PO Box 887, 109 South First Street, Roslyn,
4 Washington 98941.

5 **Q. WHAT ARE YOUR RESPONSIBILITIES WITH SUNCADIA?**

6 A. My current responsibilities include master planning, programming, design, construction,
7 development, water rights, and land use. Significant projects include neighborhood
8 plans, infrastructure planning, Prospector Golf Course, Suncadia Inn, Regional Waste
9 Water Plant, Design Review Committee, telecommunications infrastructure planning,
10 project development, including the village, sports club, village amenities including lake,
11 ice skating rink, and retail.

12 **Q. PLEASE DESCRIBE YOUR EDUCATION AND WORK EXPERIENCE.**

13 A. Education:

14 Bachelor of Science, Social Science, Portland State University, 1973;

15 Urban Studies Certificate, Portland State University, 1973;

16 Attended University of Arizona, 1967-68, General Resident Scholarship, Engineering;

17 Attended University of Colorado, Social Science, VISTA training, Community Act.

18 Work:

19 From 2003 to the present I have been Senior Vice President, Development &
20 Construction for Suncadia.

21 From 1998 to 2003: Sunriver Resort - Director of Development & Construction:

1 Responsible for master planning, programming, design, construction, development and
2 land use for Sunriver Resort. Significant projects included Meadows Golf Course
3 renovation, Turf Care facility, Homestead conference center renovation, Sage Springs Spa
4 and Fitness Club, putting course, Waste Water Plant, Sunriver Airport, feasibility analysis
5 for future 400 acre Harper Resort development, and feasibility analysis for Sunriver Mall
6 acquisition. Chaired Crosswater Design Review Committee

7 Prior to 1998, my experience included the following:

8 1997 to 1998: Consultant, Broken Top, Inc. for communications systems and project
9 feasibility analysis.

10 1994 to 1996: Director of Construction, Valley Ranch, Inc.

11 1992 to 1996: Director of Construction Broken Top, Inc.

12 1981 to 1991: President, Dant Development Corporation, Portland, Oregon.

13 1976 to 1981: Assistant Manager Real Estate and Mortgage Loan Department, Standard
14 Insurance Company, Portland, Oregon.

15 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE COMMISSION?**

16 A. Yes, I previously testified before the Commission in Docket No. UT-050606 as to
17 Suncadia's interests in the filing of Inland Telephone Company to redraw its Roslyn
18 exchange boundaries to exclude the Suncadia resort area.

19 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

20 A. The purpose of my testimony is to address the issue of whether Suncadia will permit
21 telecommunications carriers other than Intelligent Community Services, Inc. ("ICS") to

1 provide service to residents within the resort area.

2 **Q. HOW DO SUNCADIA RESIDENTS CURRENTLY OBTAIN**
3 **TELECOMMUNICATIONS SERVICES?**

4 A. Suncadia has constructed a backbone fiberoptic network throughout the resort area and
5 has a written agreement with ICS to provide telecommunications and other services to
6 residents using that network in conjunction with ICS's own facilities.

7 **Q. WOULD SUNCADIA PERMIT A CARRIER OTHER THAN ICS TO USE**
8 **SUNCADIA'S NETWORK TO PROVIDE TELECOMMUNICATIONS**
9 **SERVICES TO SUNCADIA RESIDENTS UNDER THE SAME TERMS AND**
10 **CONDITIONS AS CONTAINED IN THE AGREEMENT WITH ICS?**

11 A. Suncadia is open to that possibility. I am not an attorney, but my understanding is that
12 Suncadia's agreement with ICS is not exclusive. If another carrier were interested in
13 providing telecommunications services to residents in the resort area under the same
14 terms and conditions as those contained in the agreement with ICS, Suncadia would be
15 willing to enter into negotiations with that carrier to enable it to provide such services.

16 **Q. WOULD SUNCADIA LIMIT A CARRIER OTHER THAN ICS TO USING**
17 **SUNCADIA'S NETWORK TO PROVIDE ONLY TELECOMMUNICATIONS**
18 **SERVICES?**

19 A. No, not necessarily. Suncadia is willing to negotiate with carriers other than ICS to use
20 Suncadia's infrastructure to provide the same services that ICS provides.

21 **Q. DOES SUNCADIA PROHIBIT ICS FROM PROVIDING ANOTHER CARRIER**
22 **WITH ACCESS TO SUNCADIA'S NETWORK THROUGH ICS?**

23 A. No, it does not.

24 **Q. WOULD SUNCADIA ALLOW A CARRIER TO CONSTRUCT ITS OWN FIBER**
25 **OR COPPER NETWORK WITHIN THE RESORT AREA, RATHER THAN USE**

1 **SUNCADIA’S NETWORK, TO PROVIDE TELECOMMUNICATIONS**
2 **SERVICES?**

3 A. No, it would not. Suncadia constructed its network to be the sole means of providing
4 telecommunications and other communications services to residents in the resort. The
5 agreement with ICS authorizes and requires ICS to undertake only limited construction,
6 including connecting the Suncadia network to individual houses within the resort and to
7 ICS’s network outside the resort. Other than such limited construction, however,
8 Suncadia is not willing to permit any carrier – including ICS – to construct its own
9 facilities within the resort area.

10 **Q. DOES THAT CONCLUDE YOUR TESTIMONY?**

11 A. Yes, it does.