

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Petition by AUTOTEL)
for Arbitration of an Interconnection)
Agreement with QWEST CORPORATION) **DOCKET NO. 03-049-19**
Pursuant to Section 252(b) of the)
Telecommunications Act)

DIRECT TESTIMONY
OF
WILLIAM R. EASTON
FOR
QWEST CORPORATION

MAY 30, 2003

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I. IDENTIFICATION OF WITNESS

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION WITH QWEST CORPORATION.

A. My name is William R. Easton. My business address is 1600 7th Avenue, Seattle Washington. I am employed as Director – Wholesale Advocacy. I am testifying on behalf of Qwest Corporation (“Qwest”).

Q. PLEASE REVIEW YOUR EDUCATIONAL BACKGROUND AND PROFESSIONAL EXPERIENCE.

A. I graduated from Stanford University in 1975, earning a Bachelor of Arts degree. In 1980, I received a Masters of Business Administration from the University of Washington. In addition, I am a Certified Management Accountant and member of the Institute of Management Accountants.

I began working for Pacific Northwest Bell in 1980, and have held a series of jobs in financial management with U S WEST, and now with Qwest, including staff positions in the Treasury and Network organizations. From 1996 through 1998, I was Director – Capital Recovery. In this role I negotiated depreciation rates with state commission and FCC staffs and testified in various regulatory proceedings. From 1998 until 2001 I was a Director of Wholesale Finance, responsible for the management of Wholesale revenue streams from a financial perspective. In this capacity I worked closely with the Product Management organization on their product offerings and projections of revenue. In October of 2001 I moved from Wholesale Finance to the Wholesale Advocacy group, where I am currently responsible for advocacy related to Wholesale products and services.

1 In this role I work extensively with the Product Management, Network and Costing
2 organizations.

3 **Q. HAVE YOU PREVIOUSLY TESTIFIED BEFORE THE UTAH COMMISSION?**

4 A. Yes. I have testified previously in Docket Nos. 94-999-01, 95-049-22, 97-049-16 and 97-
5 2227-01.

6 **II. PURPOSE OF DIRECT TESTIMONY**

7 **Q. WHAT IS THE PURPOSE OF YOUR DIRECT TESTIMONY?**

8 A. The purpose of my testimony is to explain Qwest's positions, and the policies underlying
9 those positions, relating to several of the issues raised in this arbitration proceeding. My
10 testimony will show that Qwest's proposed interconnection agreement seeks to strike a
11 balance between meeting the interconnection needs of Autotel, while at the same time
12 ensuring that the services, terms and conditions in the agreement comply with the
13 governing law and are technically feasible. While Qwest and Autotel have worked through
14 numerous issues and closed other areas of dispute, several issues remain open and require
15 resolution by the Commission. My testimony will address the following issues from the
16 Matrix of Unresolved Issues filed by Qwest in this arbitration:

17 ISSUE 3 (Autotel #8): Definition of Non-Local Traffic

18 ISSUE 5 (Autotel #3): Reciprocal Compensation Credit

19 ISSUE 6: Charges/Facilities Ineligible for Reciprocal Compensation Credits

20 ISSUE 7: Miscellaneous Charges

21 ISSUE 8 (Autotel #5): Negotiation of Mid Span Meet POI

22 ISSUE 11 (Autotel #4): UNES

1 ISSUE 13 (Autotel #9): Construction Charges

2 ISSUE 14: Payment

3 ISSUE 15: Rates – Appendix A

4 **III. ISSUE NO. 3: DEFINITION OF NON-LOCAL TRAFFIC**

5 **Q. WHAT IS ISSUE NO. 3?**

6 A. Issue No. 3 (Autotel Issue 8) is related to the definition of non-local traffic

7 **Q. HOW DOES THE QWEST LANGUAGE DEFINE NON-LOCAL TRAFFIC?**

8 A. Qwest's proposed language reads as follows:

9 IV.C.4 Non-Local Traffic is InterMTA, Roaming, and/or Jointly
10 Provided Switched Access traffic. Non-local traffic includes, but
11 is not limited to, traffic originated by one Party, carried by an IXC,
12 and terminated by the other Party. Reciprocal compensation does
13 not apply to Non-Local Traffic. For convenience, the location of
14 the initial cell site when a call begins shall be used as the
15 determinant of the geographic location of the mobile customer.

16 **Q. WHAT LANGUAGE DOES AUTOTEL PROPOSE?**

17 A. Autotel proposes the following language:

18 Non-Local traffic is the completion of non-local calls based on
19 location of wireless subscriber and Qwest landline end user.
20 Traffic originating and terminating outside of the CMRS defined
21 local calling area or roaming traffic carried over Carrier's own
22 interexchange, interstate facilities. The rates found in the
23 applicable Switched Access Tariff, intrastate or interstate are
24 applicable. Relevant rates include interconnection Charge (IC),
25 Local Switching, Carrier Common Line, and Tandem Switched
26 Transport.

27 **Q. WHY IS QWEST IN DISAGREEMENT WITH THE AUTOTEL LANGUAGE?**

28 A. Autotel's definition of non-local traffic would exclude intraMTA calls that are carried by
29 an IXC and have traditionally been subject to switched access charges. Under Autotel's

1 definition, these calls would be treated as local calls and would not be subject to access
2 charges.

3 **Q. IS THERE ANY LANGUAGE IN THE TELECOMMUNICATIONS ACT OF 1996**
4 **(“THE ACT”) THAT WOULD PRECLUDE THE WAY IN WHICH AUTOTEL IS**
5 **PROPOSING TO HANDLE INTRAMTA CALLS INVOLVING AN IXC?**

6 A. Yes. Section 251(g) of the Act preserves the access charge regime under which calls
7 involving an IXC have been subject to switched access. Autotel’s language would violate
8 251(g) by exempting some calls which were previously subject to switched access.

9 In its First Report and Order the FCC recognized that where exchange access charges
10 apply, reciprocal compensation is inapplicable:

11 Access charges were developed to address a situation in which
12 three carriers – typically, the originating LEC, the IXC, and the
13 terminating LEC – collaborate to complete a long-distance call.
14 As a general matter, in the access charge regime, the long-distance
15 caller pays long-distance charges to the IXC, and the IXC must pay
16 both LECs for originating and terminating access service. By
17 contrast, reciprocal compensation for transport and termination of
18 calls is intended for a situation in which two carriers collaborate to
19 complete a local call. In this case, the local caller pays charges to
20 the originating carrier, and the originating carrier must compensate
21 the terminating carrier for completing the call. This reading of the
22 statute is confirmed by section 252(d)(2)(A)(i), which provides for
23 “recovery by each carrier of costs associated with the transport and
24 termination on each carrier’s network facilities of calls that
25 originate on the network facilities of the other carrier.” . . . We find
26 that the reciprocal compensation provisions of section 251(b)(5)
27 for transport and termination of traffic do not apply to the transport
28 or termination of interstate or intrastate interexchange traffic.¹

¹ First Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, CC Docket No. 96-98, FCC 96-325 (Rel. August 8, 1996) at ¶ 1034.

1 **Q. HAS THE FCC CONFIRMED THAT THIS INTERPRETATION APPLIES TO**
2 **COMMERCIAL MOBILE RADIO SERVICE (CMRS) CARRIERS SUCH AS**
3 **AUTOTEL?**

4 A. Yes. In the First Report and Order, the FCC stated that:

5 Under our existing practice, most traffic between LECs and CMRS
6 providers is not subject to interstate access charges **unless it is**
7 **carried by an IXC**, with the exception of certain interstate
8 interexchange service provided by CMRS carriers which is subject
9 to interstate access charges. Based on our authority under section
10 251(g) to preserve the current interstate access charge regime, we
11 conclude that the new transport and termination rules should be
12 applied to LECs and CMRS providers so that the CMRS providers
13 continue not to pay interstate access charges for traffic that
14 currently is not subject to such charges, and **are assessed such**
15 **charges for traffic that is currently subject to interstate access**
16 **charges.**²

17 Autotel's language is contrary to both the FCC's First Report and Order and Section 251(g)
18 of the Act and for this reason should be rejected.

19 **IV. ISSUE NO. 5: RECIPROCAL COMPENSATION CREDIT**

20 **Q. WHAT IS ISSUE NO. 5?**

21 A. Issue No. 5 (Autotel Issue 3) has to do with the way in which Qwest proposes to handle
22 reciprocal compensation credits due to Autotel as a result of Qwest's use of two-way
23 interconnection trunks. Qwest proposes that such credits be made via a billing credit on the
24 Qwest bill to Autotel rather than through a cash payment.

25 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE ON THIS ISSUE?**

26 A. Qwest proposes the following language:

1 IV.I.2. Reciprocal Compensation Credit Method of Billing.

2 a. The Reciprocal Compensation Credit for two-way dedicated
3 facilities charges shall be based upon the channel facilities or two-
4 way network access channels used by both Qwest and Carrier to
5 terminate their respective local interconnection subscriber traffic.
6 This shall be calculated by multiplying (1) the sum of the total
7 monthly two-way channel facility or network access channel
8 multiplexer and distance sensitive facilities state specific rates by
9 (2) a factor of 0.50 (fifty percent). The Parties agree that the
10 Reciprocal Compensation Credit is intended to apply only to
11 interconnection facilities which are actually utilized as two-way
12 facilities, and will not apply to one-way facilities. Unless the
13 Parties agree otherwise in writing, either Party may route traffic to
14 the other utilizing one-way trunks.

15 b. The total Reciprocal Compensation Credit for the month will be
16 the sum of the facilities component as calculated above, and will
17 appear on each monthly bill to Carrier as a credit against amounts
18 due and payable. Reciprocal Compensation Credits will be applied
19 one month in arrears.

20 **Q. WHAT IS AUTOTEL'S CONCERN WITH THIS LANGUAGE?**

21 A. In its Petition for Arbitration, Autotel states that it is concerned that Autotel would only be
22 compensated if Qwest's billing to Autotel was greater than Autotel's billing to Qwest.

23 **Q. DOES AUTOTEL HAVE REASON TO BE CONCERNED ABOUT THIS**
24 **POSSIBILITY?**

25 A. No. Because Qwest's billing to Autotel includes many services purchased under the
26 interconnection agreement, while Autotel's billing to Qwest would include only facilities
27 charges related to some of the local trunking, the non-compensation scenario laid out by
28 Autotel would not arise. In fact, under the interconnection arrangements that Autotel

² *Id.* (emphasis added).

1 appears to contemplate with Qwest, it appears that Autotel will be billing little if anything
2 to Qwest.

3 **Q. WHAT LANGUAGE HAS AUTOTEL PROPOSED ON THIS ISSUE?**

4 A. Autotel proposes the following language:

5 2. The Reciprocal Compensation for two-way dedicated
6 facilities charges are calculated as set forth in this Section.

7 a. A Party providing two-way dedicated facilities will
8 bill the other Party the rates set forth in Appendix A less 50%.

9 **Q. WHY IS QWEST OPPOSED TO THIS LANGUAGE?**

10 A. The proposed language lacks specificity on the calculation of reciprocal compensation
11 charges. In addition, the language would require a departure from Qwest's standard
12 wireless billing process, a process that Qwest uses throughout its 14-state region.

13 **V. ISSUE NO. 6: CHARGES/FACILITIES INELIGIBLE FOR RECIPROCAL**
14 **COMPENSATION CREDITS**

15 **Q. ARE THERE OTHER ISSUES WITH REGARD TO QWEST'S PROPOSED**
16 **RECIPROCAL COMPENSATION LANGUAGE?**

17 A. Yes. As part of its reciprocal compensation language Qwest has proposed the following
18 paragraph:

19 IV.I.3. One time charges, ancillary service charges, traffic from
20 another network provider transiting the Qwest network and
21 terminating on Carrier's network, and any Qwest provided product
22 which has its own contractual terms and conditions other than the
23 services set forth in this Agreement are not eligible for Reciprocal
24 Compensation.

25 Autotel rejected this language.

1 **Q. WHY SHOULD THE COMMISSION ADOPT QWEST'S LANGUAGE?**

2 A. The proposed language is similar to language found in all of Qwest's wireless
3 interconnection agreements. It clarifies which charges/services are not eligible for
4 Reciprocal Compensation. As discussed in the preceding section, the Act requires
5 Reciprocal Compensation to be paid only for the exchange of Local Traffic. This provision
6 adds additional clarity related to this point.

7 **VI. ISSUE NO. 7: MISCELLANEOUS CHARGES**

8 **Q. WHAT LANGUAGE HAS QWEST PROPOSED ON MISCELLANEOUS**
9 **CHARGES?**

10 A. Qwest has proposed the following language on miscellaneous charges:

11 IV.J.1. Cancellation charges will apply to cancelled Type 1 and
12 Type 2 trunk orders, based upon the critical dates, terms and
13 conditions in accordance with the Access Service Tariff Section
14 5.2.3 and the Trunk Nonrecurring Charges referenced in this
15 Agreement.

16 IV.J.2. Expedites for Type 1 and Type 2 trunk orders are allowed
17 only on an exception basis with executive approval within the
18 same time frames as provided for other designed services. When
19 expedites are approved, expedite charges will apply to Type 1
20 and/or Type 2 trunk orders based on rates, terms and conditions
21 described in Exhibit A.

22 IV.J.2.b. In addition to Type 2 Service acceptance testing, other
23 tests are available (e.g. additional cooperative acceptance testing,
24 automatic scheduled testing, cooperative scheduled testing, manual
25 scheduled testing, and non-scheduled testing) at the applicable
26 rates found in Exhibit A, Miscellaneous Charges. Testing fees will
27 be paid by [WSP] when requesting testing.

28 V.H.4. When Carrier reports trouble to Qwest and no trouble is
29 found in Qwest equipment, Carrier will be responsible for payment
30 of service maintenance charges as specified in the State Switched
31 Access Tariff, for the period of time from when Qwest's personnel

1 are dispatched to when Qwest work is completed. Failure of
2 Qwest's personnel to find trouble in Qwest's service will not result
3 in a charge if the trouble is actually in that service, but not
4 discovered at that time. Conversely, if Qwest reports trouble to
5 Carrier and no trouble is found in Carrier's equipment, Qwest will
6 be responsible for payment of service maintenance charges for the
7 period of time that Carrier's personnel are involved.

8 **Q. WHY DOES AUTOTEL OBJECT TO THIS LANGUAGE?**

9 A. Autotel wants all rates to be detailed in Exhibit A of the contract rather than having any
10 references to the State Access Tariff.

11 **Q. WHY HAS QWEST CHOSEN TO HANDLE MISCELLANEOUS CHARGES IN
12 THIS MANNER?**

13 A. The portions of the tariff that explain miscellaneous charges are many pages in length,
14 making it more efficient to incorporate them by reference rather than by making them a
15 part of the interconnection agreement itself. In addition, the tariff is subject to change. If
16 specific miscellaneous charge methodologies were spelled out in the interconnection
17 agreement, the agreement would have to be amended each time the tariffs changed. This
18 would, in turn, require the Commission to approve the amended agreement. Qwest's
19 proposal for handling the miscellaneous charges reduces the administrative burden for all
20 parties involved.

21 **Q. HOW DOES THE SGAT WHICH HAS BEEN APPROVED BY THIS
22 COMMISSION TREAT MISCELLANEOUS CHARGES?**

23 A. The Qwest SGAT handles miscellaneous charges in the same manner being proposed by
24 Qwest in this interconnection agreement.

1 **VII. ISSUE NO. 8: NEGOTIATION OF MID SPAN MEET POI**

2 **Q. WHAT IS ISSUE NO. 8?**

3 A. Issue No. 8 (Autotel Issue 5) deals with mid-span point of interface (POI) between Qwest
4 and Autotel.

5 **Q. PLEASE DESCRIBE THE PARTIES' DISAGREEMENT OVER MID-SPAN MEET**
6 **POI?**

7 A. Qwest believes that the mid-span meet POI should be a negotiated interface. Autotel
8 believes that no negotiation should be required.

9 **Q. WHAT LANGUAGE IS QWEST PROPOSING?**

10 A. Qwest proposes the following language:

11 V.B. A Mid-Span Meet POI is a negotiated Point of Interface,
12 limited to the Interconnection of facilities between one Party's
13 Switch and the other Party's Switch. The actual physical Point of
14 Interface and facilities used will be subject to negotiations between
15 the Parties. Each Party will be responsible for its portion of the
16 build to the Mid-Span Meet POI. These Mid Span Meet POIs will
17 consist of facilities used for the Provisioning of one or two way
18 Type 2 and Jointly Provided Switched Access Interconnection
19 trunks, as well as Ancillary trunks such as, OS, DA, and 911 trunk
20 groups.

21 **Q. WHAT LANGUAGE DOES AUTOTEL PROPOSE?**

22 A. Autotel proposes the following language:

23 A Mid-Span Meet POI is a point of connection used for obtaining
24 interconnection and access to unbundled network elements. Each
25 Party will be responsible for its portion of the build to the Mid-
26 Span Meet POI.

1 **Q. WHY DOES QWEST BELIEVE THAT THE POINT OF INTERCONNECTION**
2 **SHOULD BE NEGOTIATED?**

3 A. Qwest believes that negotiations will help ensure that parties agree on a point of
4 interconnection that is located approximately half the distance between the respective
5 carriers' switches and agree on a reasonably sized trunking facility. A wireless carrier
6 should not have unilateral choice as to the POI location. Further, mid-span meets should be
7 sized not larger than necessary for a reasonably forecasted volume of interconnection
8 trunking. Qwest's experience is that forecasts are often overstated, when compared to the
9 volume of traffic actually exchanged later. For these reasons, the parties should negotiate
10 the terms of this type of interconnection.

11 **Q. HAS THE UTAH COMMISSION PREVIOUSLY CONSIDERED THIS ISSUE?**

12 A. Yes. This language was reviewed as a part of the 271 workshops and the SGAT ultimately
13 approved by the Commission contains identical language with regard to the parties
14 negotiating the point of interconnection. In addition, the Commission's rules state that:

15 The incumbent local exchange carrier and the requesting local
16 exchange service provider shall negotiate meet points for
17 interconnection.³

18
19

VIII. ISSUE NO. 11: UNES

20 **Q. PLEASE DESCRIBE ISSUE NO. 11?**

21 A. Issue No. 11 (Autotel Issue 4) has to do with the terms and conditions under which Qwest
22 provides access to UNES and UNE combinations.

³Utah Admin. Code R746-348-3(B)(1).

1 **Q. WHAT LANGUAGE DOES QWEST PROPOSE TO ADDRESS ACCESS TO**
2 **UNES?**

3 A. Qwest has proposed the following language:

4 VII. Qwest shall provide nondiscriminatory access to the
5 unbundled network elements included in 47 CFR 51.319, and
6 where appropriate, development of unbundled network elements
7 pursuant to the Act in response to specific requests therefore,
8 pursuant to the Bona Fide Request detailed in Section XVII of this
9 Agreement. Should the parties wish to establish terms, conditions
10 and rates for Unbundled Network Elements (UNEs), the parties
11 will enter into a separate UNE amendment to this agreement.

12 **Q. WHAT LANGUAGE HAS AUTOTEL PROPOSED?**

13 A. Autotel has proposed the following language:

14 Qwest shall provide nondiscriminatory access to, and where
15 appropriate, development of unbundled network elements pursuant
16 to the Act in response to specific requests therefore, pursuant to the
17 New Interconnection/Unbundled Element Request Process detailed
18 in Section XVII of this Agreement.

19 **Q. WHY IS QWEST OPPOSED TO THE AUTOTEL LANGUAGE?**

20 A. Autotel's language does not make reference to the need to amend this agreement with UNE
21 terms and conditions. In addition, the New Interconnection/Unbundled Element Request
22 (NIEUR) Process section Autotel refers to requires significant revision as is discussed in
23 Mr. Brotherson's testimony. It is this revised section that is referred to in Qwest's
24 proposed language.

1 **Q. WHY DOES QWEST REQUIRE THAT AUTOTEL ENTER INTO A CONTRACT**
2 **AMENDMENT IF IT WISHES TO ORDER UNES?**

3 A. The amendment would be necessary to spell out the terms and conditions under which
4 UNEs can be purchased. Qwest is willing to use the SGAT UNE language that has
5 previously been reviewed and approved by this Commission. The SGAT does not include
6 the NIEUR language. Qwest would prefer to use consistent processes and treatment for all
7 carriers.

8 **Q. IN ITS PETITION FOR ARBITRATION AUTOTEL IMPLIES THAT QWEST'S**
9 **UNE OFFERINGS DO NOT COMPLY WITH THE TELECOMMUNICATIONS**
10 **ACT. HOW DO YOU RESPOND?**

11 A. As I just noted, the terms and conditions under which Qwest offers UNEs have been
12 approved by this Commission. In addition, as a part of its 271 review process the FCC has
13 agreed that the Qwest offerings and language are in compliance with the
14 Telecommunications Act and the FCC's rules interpreting the Act.

15 **IX. ISSUE NO. 13: CONSTRUCTION CHARGES**

16 **Q. PLEASE DESCRIBE ISSUE NO. 13?**

17 A. Issue No. 13 (Autotel Issue 9) concerns the way in which construction charges are handled.
18 Based on Autotel's Petition for Arbitration, there appears to be a misunderstanding about
19 the intent of the Qwest language. As I discuss the language proposed by the two parties,
20 this confusion will be cleared up.

1 **Q. WHAT LANGUAGE IS QWEST PROPOSING?**

2 A. The construction language that Autotel is objecting to was taken from Section 19 of the
3 approved Utah SGAT and reads as follows:

4 **XX. CONSTRUCTION CHARGES**

5 A. All rates, charges and initial service periods specified in this
6 Agreement contemplate the provision of network Interconnection
7 services and access to Unbundled Loops or ancillary services to the
8 extent existing facilities are available. Except for modifications to
9 existing facilities necessary to accommodate Interconnection and
10 access to Unbundled Loops or ancillary services specifically
11 provided for in this Agreement, Qwest will consider requests to
12 build additional or further facilities for network Interconnection
13 and access to Unbundled Loops or ancillary services.

14 B. All necessary construction will be undertaken at the discretion
15 of Qwest, consistent with budgetary responsibilities, consideration
16 for the impact on the general body of End User Customers and
17 without discrimination among the various Carriers.

18 C. A quote for Autotel's portion of a specific job will be provided
19 to Autotel. The quote will be in writing and will be binding for
20 ninety (90) business days after the issue date. When accepted,
21 Autotel will be billed the quoted price and construction will
22 commence after receipt of payment. If Autotel chooses not to have
23 Qwest construct the facilities, Qwest reserves the right to bill
24 Autotel for the expense incurred for producing the engineered job
25 design.

26 D. In the event a construction charge is applicable, Autotel's
27 service Application Date will become the date upon which Qwest
28 receives the required payment.

29 **Q. WHAT IS THE INTENT OF THIS SECTION OF THE INTERCONNECTION**
30 **AGREEMENT?**

31 A. This language is designed to lay out the terms and conditions under which Qwest will
32 construct new facilities which have not otherwise been provided for in the agreement. This
33 is construction which Qwest is not required to perform under the Telecommunications Act.

1 Based on the position taken by Autotel in the Petition for Arbitration it appears that Autotel
2 mistakenly confuses this type of construction with the construction of mid-span meets. As
3 I noted in the previous discussion of Issue 5, Qwest has proposed specific mid span meet
4 language which states that each party will be responsible for provisioning its portion of the
5 build to the Mid-Span Meet POI without charge to the other party. This may include
6 construction and may involve the use of some existing structure.

7 **Q. WHY IS QWEST OPPOSED TO THE AUTOTEL CONSTRUCTION LANGUAGE?**

8 A. The intent of this general construction language is not to cover situations such as meet
9 point builds where there is joint responsibility. This language covers situations where
10 Qwest has no legal obligation to construct facilities. As a result, it is not appropriate that
11 Autotel jointly engineer or quote the job for construction of facilities in Qwest's own
12 network.

13 **X. ISSUE 14: PAYMENT**

14 **Q. PLEASE EXPLAIN ISSUE 14?**

15 A. Issue 14 has to do with Autotel's rejection of the reciprocal compensation credit discussed
16 previously. The Autotel language reads as follows:

17 D. Payment

18 1. Amounts payable under this Agreement are due and
19 payable within thirty (30) days after the date of invoice. Billing
20 and collection of usage charges by Carrier from its customers shall
21 have no bearing on the amount or timeliness of Carrier's payment
22 obligation to Qwest. Qwest is solely responsible for making all
23 payments due to Carrier under this Agreement and the billing and
24 collection of usage charged by Qwest from its customers shall have
25 no bearing on the amount or timeliness of its credit obligations to
26 Carrier.

1 The language refers to Qwest payments to Autotel which is inconsistent with the reciprocal
2 compensation credit method Qwest uses with other wireless carriers.

3 **Q. WHAT LANGUAGE IS QWEST PROPOSING IN PLACE OF THIS LANGUAGE?**

4 A. To be consistent with the use of the reciprocal compensation credit, Qwest proposes the
5 following language:

6 D. Payment:

7 1. Amounts payable under this Agreement are due and payable
8 within thirty (30) days after the date of invoice. Billing and
9 collection of usage charges by either Party from its customers shall
10 have no bearing on the amount or timeliness of either Party's
11 payment obligation to the other Party. Qwest is solely responsible
12 for making all Reciprocal Compensation Credits due to [WSP]
13 under this agreement unless the Parties mutually agree to another
14 method of payment during the term of this Agreement.

15 This language is similar to language found in all wireless carrier interconnection
16 agreements.

17 **XI. ISSUE 15: RATES – APPENDIX A**

18 **Q. WHAT IS THE ISSUE RELATED TO APPENDIX A?**

19 A. Appendix A is the attachment to the interconnection agreement which details the applicable
20 rates. The Attachment A included in the Autotel Petition for Arbitration is the Attachment
21 A from the SGAT which includes all rate elements, not just the elements covered by the
22 Autotel interconnection agreement. The rate attachment to the interconnection agreement
23 should include only those elements for which there are terms and conditions in the
24 agreement itself. In addition, the numbering on the Exhibit A needs to be consistent with

1 the numbering in the agreement itself so that it is clear which section of the contract the
2 rates are applicable to.

3 **XII. SUMMARY/CONCLUSION**

4 **Q. COULD YOU PLEASE SUMMARIZE YOUR TESTIMONY?**

5 A. In its proposed interconnection agreement with Autotel, Qwest has attempted to meet the
6 needs of Autotel while at the same time addressing the issues necessary to conduct business
7 between the two parties and ensuring that Autotel will be treated in a manner consistent
8 with other wireless carriers in Utah. The interconnection agreement proposed by Qwest
9 meets this objective and Qwest respectfully requests that the Commission approve and
10 adopt Qwest's proposed language.

11 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

12 A. Yes it does. Thank you.