

- BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH -

**In the Matter of the Petition by)
AUTOTEL for Arbitration of an)
Interconnection Agreement with)
QWEST CORPORATION pursuant to)
Section 252(b) of the Telecommunications)
Act)**

DOCKET NO. 03-049-19

REBUTTAL TESTIMONY

OF

RACHEL TORRENCE

FOR

QWEST CORPORATION

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1 **I. IDENTIFICATION OF WITNESS**

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

4 A. I am Rachel Torrence. My business address is 700 W. Mineral Ave., Littleton Colorado.
5 I am employed as a Director within the Technical and Regulatory Group of the Local
6 Networks Organization of Qwest Corporation (“Qwest”). I am testifying on behalf of
7 Qwest.

8 **Q. HAVE YOU PREVIOUSLY FILED TESTIMONY IN THIS CASE?**

9 A. Yes, I filed direct testimony in this case on May 30, 2003.

10 **II. PURPOSE OF REBUTTAL TESTIMONY**

11 **Q. PLEASE EXPLAIN THE PURPOSE FOR THIS REBUTTAL TESTIMONY.**

12 A. My rebuttal testimony responds to the direct testimony of Mr. Richard L. Oberdorfer,
13 which was filed on May 30, 2003 on behalf of Autotel. While Mr. Oberdorfer presents
14 little evidence of support of his position on many of the issues in this proceeding, he does
15 touch on a few points. Those points are:

- 16 1. History of Negotiations
17 2. Type 1 Interconnection
18 3. Signaling
19 4. Mid-Span Meets

1 A. It bears repeating that Mr. Oberdorfer does not address many of the issues that he
2 included in Autotel's petition for arbitration. In Autotel's petition, nine (9) issues were
3 identified as needing resolution. In Qwest's response to the petition, fifteen (15) issues
4 were identified as needing resolution. However, in his testimony he addresses only three
5 of these 9 issues.

6 **III. HISTORY OF NEGOTIATIONS**

7 **Q. WHAT IS QWEST'S POSITION AS TO WHEN IT ENTERED INTO**
8 **NEGOTIATIONS FOR AN INTERCONNECTION AGREEMENT WITH**
9 **AUTOTEL FOR THE STATE OF UTAH?**

10 A. Autotel and Mr. Oberdorfer first requested negotiations for an interconnection agreement
11 for the state of Utah in December 2001. However, those negotiations were not pursued.
12 Mr. Oberdorfer again requested negotiations on July 11, 2002. That date was extended
13 several times, ultimately until September 30, 2002.

14 **Q. MR. OBERDORFER PURPORTS THAT NEGOTIATIONS BEGAN IN 1982.**
15 **PLEASE RESPOND.**

16 A. Mr. Oberdorfer's testimony goes back to dealings that Western Radio had with Pacific
17 Northwest Bell ("PNB") in the early 1980s. Qwest believes that those dealings with a
18 totally different company under totally different circumstances and prior to the enactment
19 and implementation of the Telecommunications Act of 1996 are completely irrelevant.
20 Utah at that time was within the serving territory of Mountain Bell, a separate company
21 altogether from PNB with differing methods and procedures for doing business. In

1 addition, the radio services being offered and the technology used in 1982 bear little
2 resemblance to the wireless services that Autotel claims it will be providing in Utah at
3 this point in time. For these reasons Qwest feels there is no need to respond to Mr.
4 Oberdorfer regarding these prior dealings. It is Qwest's position that Western Radio's or
5 Autotel's history with PNB is irrelevant. It is also Qwest's position that Western Radio's
6 dealing in other jurisdictions, such as Oregon, have little to do with this current
7 arbitration which is for interconnection in the state of Utah. Qwest will respond only to
8 those issues that are directly related to Autotel's petition for arbitration in the state of
9 Utah.

10 **Q. MR. OBERDORFER CLAIMS TO HAVE INTERCONNECTION IN THE STATE**
11 **OF OREGON. HOW CAN THAT BE CONSIDERED AS UNRELATED TO**
12 **AUTOTEL'S PETITION FOR ARBITRATION IN UTAH?**

13 A. Mr. Oberdorfer correctly states in his testimony that Western Radio has interconnection
14 in Oregon. However, he fails to mention that all of Autotel's (or Western Radio's)
15 current interconnection arrangements in Oregon have been purchased out of state tariffs.
16 Western Radio currently has no interconnection agreement with Qwest in Oregon. In
17 addition, Mr. Oberdorfer states that Western Radio's interconnection arrangements in
18 Oregon are (and always have been) for a two-way network. Qwest has gone to unusual
19 lengths to accommodate Autotel with an interconnection agreement for Utah that will
20 accommodate both one-way (paging) and two-way (wireless) networks and both Type 1
21 and Type 2 interconnection. To the best of my knowledge, this is the first such combined

1 contract that Qwest has ever attempted to negotiate. This was done at Mr. Oberdorfer's
2 insistence and in an effort to arrive at an interconnection agreement.

3 **IV. TYPE 1 INTERCONNECTION**

4 **Q. PLEASE RESPOND TO MR. OBERDORFER'S CLAIMS, AS STATED IN HIS**
5 **TESTIMONY, THAT QWEST HAS NOT BEEN ASKED BY MR.**
6 **OBERDORFER, ON BEHALF OF AUTOTEL, TO MODIFY ITS NETWORK OR**
7 **CALL ROUTING.**

8 A. Mr. Oberdorfer's claims that "...Qwest has [n]ever been asked by you to modify its
9 network or route ported calls outside its local calling area", is in direct conflict with the
10 facts. The facts are that Autotel's petition for arbitration does indeed ask that Qwest be
11 forced to alter its network to accommodate Autotel's and Mr. Oberdorfer's view of what
12 the Public Switched Telephone Network ("PSTN") should be. (This is addressed at
13 length in my direct testimony.) It asks that inter-tandem connections be required. This is
14 a major modification to the current Qwest network. It asks that mid-span meets be
15 constructed at the sole discretion of Autotel. This is also a major shift in how Qwest
16 constructs its network. Autotel insists that it not be required to interconnect at each
17 Qwest local calling area. If allowed to interconnect at less than each local calling area,
18 the potential exists for negative impacts to call routing and rating and to number
19 conservation efforts. Depending on how Autotel would have this architecture
20 implemented, Qwest may need to make network modifications and changes to its current
21 call routing processes. In addition, the porting of numbers outside the local calling area
22 would necessitate changes not only to Qwest's methods and procedures, but would

1 necessitate changes to industry practice and changes in current federal requirements both
2 of which are out of Qwest's control. And finally, Autotel is requesting that Qwest re-
3 implement signaling technologies that Qwest's network has evolved beyond in order to
4 accommodate Autotel's less than state-of-the-art technology choices.

5 Given the language in Autotel's petition for arbitration and the issues addressed in the
6 petition, it is quite clear that Mr. Oberdorfer on behalf of Autotel is clearly asking that
7 Qwest modify its network and change its methods for call routing.

8 **Q. MR. OBERDORFER IMPLIES IN HIS TESTIMONY THAT QWEST AND**
9 **OTHER INCUMBENTS ARE SUCCESSFULLY ROUTING CALLS WITH TYPE**
10 **1 INTERCONNECTION EVEN THOUGH AUTOTEL'S SWITCH IS NOT**
11 **INTERCONNECTED AT EACH LOCAL CALLING AREA. WHAT ARE THE**
12 **CONSEQUENCES OF AUTOTEL NOT HAVING A POINT OF**
13 **INTERCONNECTION AT EACH QWEST LOCAL CALLING AREA?**

14 **A.** As described in detail in my direct testimony, there are multiple consequences if Autotel
15 chooses not to interconnect in each local calling area. Calls made by an Autotel customer
16 will still be routed and terminated as appropriate, however, it will be done within the
17 framework of Qwest's current network architecture.

18 Some impacts can be seen as merely inconveniences for Autotel customers. For
19 example, even though calls within the Metropolitan Trading Area ("MTA") are
20 considered local for Autotel's customers, a call to a distant Local Calling Area ("LCA")
21 (other than the LCA where the point of interconnection exists) will require the Autotel

1 customer to dial 1+. Others have a financial impact on other providers' end users. For
2 example, calls from wireline end users in that distant calling area to Autotel customers
3 will incur toll charges. (Toll charges for calls to Autotel customers would not be welcome
4 and usage would most likely decline.) From a numbering perspective, all of Autotel's
5 customers in any given MTA would be assigned telephone numbers from a single Qwest
6 end office potentially causing a negative impact on number conservation efforts. Number
7 conservation is a top priority not only for the industry, but for state and federal regulators
8 and legislators. Also from a regulatory perspective, the FCC mandated that all wireless
9 service providers be capable of local number portability by November 24, 2003. Under
10 current federal guidelines, local number portability can only occur within a rate center.
11 Without interconnection at each local calling area, under Type 1 interconnection, Autotel
12 would not have numbers in each rate center, and would not be able to port numbers
13 outside of the single calling area to which they would be interconnected. Autotel would
14 not have the ability to comply with federal local number portability requirements.

15 In short, calls can successfully be routed but not without consequences to the all of the
16 customers and service providers involved.

17 Qwest has offered Type 2 Interconnection with a Single Point of Presence ("SPOP")
18 option to Autotel that addresses these issues and which would be included as part of the
19 interconnection agreement. Under Type 2 Interconnection with SPOP arrangements the
20 wireless service provider would obtain its NXX(s) and number blocks directly from
21 North American Numbering Council ("NANC") and the numbers would be associated
22 with the Mobile Switching Center ("MSC") and would connect at an Access Tandem.

1 This would eliminate the need for Autotel customers to dial 1+ for numbers outside their
2 associated LCA and would also eliminate toll charges on calls from wireline customers in
3 LCAs local to the MSC. The assignment of numbers to the MSC also establishes a
4 presence in multiple rate centers, thus allowing for the implementation of wireless local
5 number portability. In addition, negative impacts to the industry's number conservation
6 efforts would be minimized.

7 V. SIGNALING

8 **Q. PLEASE RESPOND TO MR. OBERDORFER'S ASSERTION THAT**
9 **SIGNALING TYPES, OTHER THAN THE MF SIGNALING OFFERED BY**
10 **QWEST, ARE NOT ONLY TECHNICALLY FEASIBLE BUT ARE CURRENTLY**
11 **BEING USED BY WESTERN RADIO IN OREGON.**

12 A. As I have stated earlier in this rebuttal testimony, all of Western Radio's current
13 interconnection arrangements are services purchased from the Oregon state tariffs,
14 including their signaling options. It has not and does not purchase signaling under the
15 terms of an interconnection agreement.

16 State tariffs, in both Utah and Oregon, allow for MF, DTMF and Dial Pulse signaling, but
17 they clearly specify that use of these signaling options is subject to availability. Due to
18 Qwest's technological evolution, the general availability of MF, DTMF and Dial Pulse
19 signaling no longer exists. The tariffs offer these alternative signaling options under
20 terms and conditions outside the scope of interconnection agreements and more in
21 keeping with the reality of providing technologies generally not currently deployed for

1 Qwest's own customers and affiliates even though they may have purchased them in the
2 past. If Autotel insists on implementation of these types of technologies, it is free to
3 approach Qwest via the existing Bona Fide Request Process or the Special Request
4 Process where implementation of non-standard methods can be addressed or it can
5 purchase these signaling options from the state tariffs, subject to availability.

6 **Q. DOES THE FACT THAT WESTERN RADIO IS PURCHASING SIGNALING**
7 **TYPES OTHER THAN MF IN OREGON SPEAK TO THE TECHNICAL**
8 **FEASIBILITY AND/OR AVAILABILITY OF THESE TYPES OF SIGNALING?**

9 A. No. As I tried to make clear in my direct testimony the industry as a whole, has moved
10 away from any type of in-band signaling (such as those requested by Autotel) in favor of
11 out-of-band signaling and Signaling System 7 ("SS7") in particular. Because of the
12 archaic nature of network architectures associated with Type 1 Interconnection, Qwest
13 continues to provide limited in-band signaling. DTMF and Pulse signaling however are
14 only currently offered under state tariffs, subject to availability.

15 Autotel purchased these types of signaling from Oregon state tariffs at some point in the
16 past when the general availability existed and not under the terms of a negotiated
17 interconnection agreement or Statement of Generally Available Terms ("SGAT"). Qwest
18 will continue to provide them, honoring the terms under which they were originally
19 purchased, until such time as they can be phased out. This is a common way that
20 technological change is dealt with in the industry. Existing customers of an obsolete
21 technology are allowed to continue using the technology for a period of time, but new
22 customers are required to implement newer technology. Otherwise, the obsolete

1 technology continues to be perpetuated and deployment of newer technologies is
2 retarded.

3 The availability of those services in the past is no guarantee that those services are now
4 currently available to Autotel. The evolution of Qwest's network, changes in technology,
5 and regulatory requirements have altered the telephony landscape to such a degree that
6 availability and technical feasibility must be evaluated on a case by case basis. Thus,
7 Qwest's proposed language is that Autotel's request to use obsolete technology be treated
8 through the Bona Fide Request Process or the Special Request Process.

9 **VI. MID SPAN MEETS**

10 **Q. PLEASE RESPOND TO MR. OBERDORFER'S STATEMENTS THAT QWEST**
11 **SHOULD SHARE IN THE COST OF A MID-SPAN MEET INTERCONNECTION**
12 **BUILD.**

13 A. These statements indicate that Mr. Oberdorfer doesn't fully understand Qwest's position
14 when it comes to constructing a mid-span meet interconnection facility. Once two
15 service providers have negotiated the meet point location, each provider, and this
16 includes Qwest, is indeed responsible for the construction of the portion of that facility
17 from their network to the meet point. Qwest would most certainly bear its fair share of
18 the cost of the mid-span meet interconnection. One of the reasons Qwest believes so
19 strongly in the negotiation of the mid-span meet point is that it allows for an equitable
20 division of responsibility without placing undue technical, network and financial burdens
21 on either service provider. In addition, as I stated in my direct testimony, it has long been

1 recognized by the industry as a whole, that negotiating a mid-span meet location is the
2 preferred process for proactively handling the complexities that arise when implementing
3 this type of interconnection.

4 **Q. PLEASE RESPOND TO MR. OBERDORFER'S CLAIM THAT WESTERN**
5 **RADIO HAS EXISTING MID-SPAN INTERCONNECTION ARRANGEMENTS**
6 **WITH QWEST.**

7 A. Mr. Oberdorfer is completely mistaken when he claims to have mid-span interconnection
8 facilities between Western Radio and any part of the Qwest network. My research shows
9 that the only transport facilities that exist between the Qwest network and Western Radio
10 networks are two (2) T1 transport facilities between Qwest's Bend end office and
11 Western Radio's Points of Interface in Oregon. These facilities are not by any definition
12 mid-span meet interconnection facilities. They are in fact interoffice transport purchased
13 out of state tariffs. Mr. Oberdorfer seems to have confused two related but definitely
14 distinct services. In truth, without an interconnection agreement in place, Mr. Oberdorfer
15 could not have obtained a mid-span meet interconnection facility.

16 **VII. CONCLUSION**

17 **Q. DOES THIS CONCLUDE YOUR REBUTTAL TESTIMONY?**

18 A. Yes it does.