

**Joint Disputed Issues List**  
**Utah Docket No. 04-049-145**  
**Qwest/Union ICA Arbitration**  
**September 28, 2007**

<b>Issue Number/ ICA Section or Attachment Number/ Statement of Issue</b>	<b>Qwest Proposed Language</b>	<b>Qwest Witness on Issue/ Qwest Position</b>	<b>Union's Proposed Language (Note: Underlined language is language proposed by Union. Strikethrough language is Qwest proposed language that Union opposes.)</b>	<b>Union Witness on Issue/ Union Position</b>
<b>Issue 1: Type of Interconnection</b>		<p style="text-align: center;">Ann Marie Cederberg</p>		<p style="text-align: center;">Jim Woody</p>
<p style="text-align: center;">Cover Page</p>	<p>Type 2 Wireless Interconnection Agreement Between Qwest Corporation and Union Telephone Company For the State of Utah</p>	<p>Qwest has proposed use of the term "Type 2" because that is the type of interconnection agreement that Qwest has proposed to Union because a Type 2 ICA solves the compensation issues in dispute between the parties, i.e. a Type 2 ICA will allow the parties to identify traffic accurately and determine whether access rates or reciprocal compensation apply to the traffic.</p>	<p><del>Type 2</del> Wireless Interconnection Agreement Between Qwest Corporation and Union Telephone Company For the State of Utah</p>	<p>The Title Page has changed to indicate that it is a Wireless Interconnection Agreement with Union Telephone Company for the state of Utah. The use of "Type 2" by Qwest misconstrues the Union network architecture.</p>
<p style="text-align: center;">1.1</p>	<p>This Type 2 two-way Wireless Interconnection Agreement is effective upon approval of the Commission, and is between</p>	<p>See statement above</p>	<p>This <del>Type 2</del> two-way Wireless Interconnection Agreement is effective upon approval of the Commission,</p>	<p>Section 1.1 WSP has been changed to Union Telephone Company ("Union") to reflect the appropriate</p>

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	<p>Union Telephone Company ("Union"), a Wyoming Corporation and Qwest Corporation ("Qwest"), a Colorado corporation pursuant to Section 252 of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder. Union is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service ("CMRS") Provider. Services provided by Qwest to Union under this Agreement are provided pursuant to Union's role as a CMRS</p>		<p>and is between Union Telephone Company ("Union"), a Wyoming Corporation and Qwest Corporation ("Qwest"), a Colorado corporation pursuant to Section 252 of the Telecommunications Act of 1996, for purposes of fulfilling Qwest's obligations under Sections 222, 251(a), (b), and (c), 252, 271, and other relevant provisions of the Act and the rules and regulations promulgated thereunder. Union is licensed by the Federal Communications Commission ("FCC") as a Commercial Mobile Radio Service ("CMRS") Provider. Services provided by Qwest to Union under this Agreement are provided pursuant to</p>	<p>company. This change has been made throughout the agreement. Type 2 has been removed as it does not accurately reflect the connection. Although not referenced here, "Type 2" needs to be removed throughout the agreement. It better reflects Union's network architecture as Union maintains that Qwest connects with Union's tandem. This explanation applies to all "Type 2" deletions.</p>

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	provider of two way traffic.		Union's role as a CMRS provider of two way traffic.	
4.18	"Conversation Time" means the measurement of Type 2 Interconnection usage which begins when Union's MSC is signaled by the terminating End Office that the call has been answered. Measured usage ends upon MSC recognition of disconnection by the earlier of Union's End User Customer or the disconnection signal from the terminating End Office.	See statement above	"Conversation Time" means the measurement of <del>Type 2</del> Interconnection usage which begins when Union's MSC is signaled by the terminating End Office that the call has been answered. Measured usage ends upon MSC recognition of disconnection by the earlier of Union's End User Customer or the disconnection signal from the terminating End Office.	See "Type 2" explanation.
6.1.2.1.3	Mid-Span Meet POI. A Mid- Span Meet POI is a negotiated Point of Interface, limited to	See statement above	Mid-Span Meet POI. A Mid- Span Meet POI is a negotiated Point of Interface, limited to	See "Type 2" explanation.

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	<p>the Interconnection of facilities between one Party's switch and the other Party's switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. These Mid Span Meet POIs will consist of facilities used for the Provisioning of one or two way Type 2 and Jointly Provided switched Access Interconnection trunks, as well as Ancillary trunks such as, OS, DA, and 911 trunk groups.</p>		<p>the Interconnection of facilities between one Party's switch and the other Party's switch. The actual physical Point of Interface and facilities used will be subject to negotiations between the Parties. Each Party will be responsible for its portion of the build to the Mid-Span Meet POI. These Mid Span Meet POIs will consist of facilities used for the Provisioning of one or two way <del>Type 2</del> and Jointly Provided switched Access Interconnection trunks, as well as Ancillary trunks such as, OS, DA, and 911 trunk groups.</p>	
6.2.1.2	Depending upon Union's needs and the technical capability and location of Qwest switches, various	See statement above	The provision is removed.	The language on reciprocal compensation must be fair to both parties in order to allow for appropriate billing.

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	<p>Wireless Interconnections and service arrangements are possible. Wireless Interconnection service arrangement requires, at a minimum, a connection to those Access Tandems/Local Tandems/End Offices in each LATA where Union originates or terminates traffic, by using (Type 2 Interconnections). When total traffic volumes or forecasted volumes of all End Offices subtending a Local Tandem or to an individual End Office reach 512 CCS, Union may be requested to interconnect to the Local Tandem or End Office.</p>			
<p>All of 6.2.2</p>	<p>Wireless Interconnection Requirements</p>	<p>See statement above</p>	<p>Regarding 6.2.2: The remaining sentence reads: "Each Party will establish a</p>	<p>Regarding 6.2.2: The addition provides a standard for the provision of service in</p>

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	<p style="text-align: center;">As a part of the Wireless Interconnection requirements, Union will establish Type 2 trunk groups to the Qwest Access Tandem or End Office Switch(es), as required.</p> <p style="text-align: center;">6.2.2.1 Type 2A Interconnections</p> <p style="text-align: center;">6.2.2.1.1 Type 2A Local Tandem Interconnection</p> <p style="text-align: center;">6.2.2.1.1.1 The Type 2A Local Tandem Interconnection links Union's POI to a Qwest Local Tandem and is used for the exchange of Local Traffic between Union and NXXs served by the End Offices subtending the Local</p>		<p>one-way trunk group from its network to the other Party's access tandem or end-office switch(es) as required to provide at least .001 grade of service."</p> <p>Sections 6.2.2.1.1 through 6.2.2.2 are deleted.</p>	<p>the trunk group. The deletions reflect tandem interconnections that are not utilized in this agreement. Qwest must recognize that different types of traffic are possible.</p> <p>The language has been deleted as it does not accurately reflect the types of interconnections available.</p>

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	<p>Tandem. This Interconnection arrangement carries both first routed direct final traffic and traffic overflowed on an alternate final basis from a Type 2B Primary High Use Interconnection arrangement. A separate Type 2A Access Tandem Interconnection is needed in conjunction with a Type 2A Local Tandem Interconnection for the exchange of Non-Local Exchange Access and Jointly Provided switched Access.</p> <p style="padding-left: 40px;">6.2.2.1.2      Type 2A Access Tandem Interconnection</p> <p style="padding-left: 40px;">6.2.2.1.2.1    The Type 2A Access Tandem Interconnection links Union's</p>			

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	<p>POI to a Qwest Access Tandem for the exchange of Non-Local, Exchange Access and Jointly Provided switched Access traffic. In some circumstances, the Union may also choose to use a Type 2A Access Tandem connection for the exchange of Local Traffic. A Type 2A Access Tandem connection can be configured in either of the following ways: 1.) as a separate trunk group for Local/IntraLATA and Non-Local excluding Jointly Provided switched Access and a second trunk group for Jointly Provided switched Access or 2.) as a single combined trunk group for Local/IntraLATA/Non-Local/and Jointly Provided switched Access. Wireless</p>			



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	<p>Interconnection service arrangement requires connection to those Access Tandems in each LATA where Union has originating or terminating traffic.</p> <p style="padding-left: 40px;">6.2.2.1.3      Type 2A Equal Access Interconnection</p> <p style="padding-left: 40px;">6.2.2.1.3.1    This direct final route trunk group is used for the delivery of Interexchange Carrier switched Access Traffic. It is an Interconnection with inband signaling or out of band signaling, where available, using Feature Group D signaling protocol between Union's POI and the Access Tandem serving the area in which the POI is located. The</p>			

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	<p>service enables Union's End User Customers to use their pre-subscribed Interexchange Carrier of choice. Equal Access trunks are available as one way out (mobile to land) and are not available as one way in (land to mobile), two way or for paging trunks.</p> <p style="padding-left: 40px;">6.2.2.2 Type 2B Interconnections</p> <p style="padding-left: 40px;">6.2.2.2.1 Type 2B Primary High Use Interconnection</p> <p style="padding-left: 40px;">6.2.2.2.1.1 The Type 2B Primary High Use Interconnection is a two-way trunk group Interconnection between Union's POI and a Qwest End Office, within the</p>			

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	<p>same LATA. Union must designate a Type 2A Trunk Group to a Qwest Local Tandem or Access Tandem switch for overflow. Type 2B Primary High Use service is only available in conjunction with an associated Type 2A service and is offered only where facilities and operating conditions permit. Union's and Qwest's Local Traffic can be exchanged over this Interconnection. Union will not route ancillary traffic or traffic terminating to Interexchange Carriers via Feature Group B, C, or D through the Type 2B Primary High Use Interconnection. Type 2B Primary High Use trunks are required when actual busy hour traffic exceeds 512 CCS to a</p>			

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	<p>Qwest End Office.</p> <p style="padding-left: 40px;">6.2.2.2.2      Type 2B</p> <p>Full Group Service Interconnection</p> <p style="padding-left: 40px;">6.2.2.2.2.1      The</p> <p>Type 2B Full Group Service is a direct final, two-way trunk group connection between Union's POI and a Qwest End Office, within the same LATA. Each 2B Full Group serves only the individual End Office. Overflow capability to an alternative trunk group is not available with a Type 2B Full Group configuration. Only traffic destined to telephone numbers associated with the Qwest End Office and the Union's POI may be exchanged on this trunk group.</p>			

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6.2.4.1.1	Local Traffic will be exchanged as Type 2 service.	See statement above	Local Traffic will be exchanged <del>as Type 2 service.</del> <u>Each party will establish one-way trunk groups from its network to the other party's access tandem or end-office switch(es) as required to provide at least .0001 grade of service.</u>	The change reflects the appropriate state provision and the proper standard for provision of traffic. Each Party is responsible for moving its traffic to the other Party. Each Party can then control the level of traffic on the trunks.
6.2.4.1.2	As negotiated between the Parties, the transport of Local Traffic may occur in any technically feasible way.. The Parties may purchase transport services from each other or from a third party including a third party that has leased the Private Line Transport Service	See statement above	As negotiated between the Parties, the transport of Local Traffic may occur in any technically feasible way.. The Parties may purchase transport services from each other or from a third party including a third party that has leased the Private Line Transport Service	See "Type 2" explanation.

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	facility from Qwest. Such transport provides a transmission path for the Type 2 trunk to deliver the originating Party's Local Traffic to the terminating Party's End Office or Tandem for call termination. This Section is not intended to expand either Party's obligation under Section 251(a) of the Act.		facility from Qwest. Such transport provides a transmission path for the <del>Type 2</del> trunk to deliver the originating Party's Local Traffic to the terminating Party's End Office or Tandem for call termination. This Section is not intended to expand either Party's obligation under Section 251(a) of the Act.	
6.2.4.2.1	Non-Local Traffic will be exchanged over Type 2 facilities and usage will be rated using the FCC's Access Tariff and the applicable switched Access rates.	See statement above	Non-Local Traffic will be exchanged over <del>Type 2</del> <u>FGD</u> facilities and usage will be rated using the FCC's Access Tariff and the applicable switched Access rates.	See "Type 2" explanation and note the appropriate trunking allows for Parties to identify traffic.
6.2.4.5.1	Supervisory signaling specifications, and the applicable Network Channel	See statement above	Supervisory signaling specifications, and the applicable Network Channel	See "Type 2" explanation

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	Interface codes for Type 2 trunks, are the same as those defined in Telcordia Reference Documents GR-145-CORE and BR-795-403-100.		Interface codes for <del>Type 2</del> trunks, are the same as those defined in Telcordia Reference Documents GR-145-CORE and BR-795-403-100.	
6.2.4.6.1.1	“Signaling System 7 Out of Band Signaling” or “SS7 Signaling” means the Common Channel Signaling (CCS) protocol used to digitally transmit call set-up and network control data over a special signaling network fully separate from the public voice switched Network Elements that carry the actual call. For purposes of this Agreement, the terms “CCS” and “SS7” shall be interchangeable. SS7 Signaling should be the signaling of choice for Type 2 trunks where technically	See statement above	“Signaling System 7 Out of Band Signaling” or “SS7 Signaling” means the Common Channel Signaling (CCS) protocol used to digitally transmit call set-up and network control data over a special signaling network fully separate from the public voice switched Network Elements that carry the actual call. For purposes of this Agreement, the terms “CCS” and “SS7” shall be interchangeable. SS7 Signaling should be the signaling of choice for <del>Type 2</del> trunks where technically	See “Type 2” explanation

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	<p>feasible for both Parties. SS7 signaling may be used on Type 2 Equal Access Trunks in an office where the SS7 Cell Feature has been deployed. Common Channel Signaling Access Capability Service may be obtained through the following options: (a) via an Unbundled Network Element Amendment, (b) a finished service as defined in the Qwest FCC Tariff No. 1, or (c) from a third party Signaling provider. Qwest and Union, will provide for Interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-</p>		<p>feasible for both Parties. SS7 signaling may be used on <del>Type 2</del> Equal Access Trunks in an office where the SS7 Cell Feature has been deployed. Common Channel Signaling Access Capability Service may be obtained through the following options: (a) via an Unbundled Network Element Amendment, (b) a finished service as defined in the Qwest FCC Tariff No. 1, or (c) from a third party Signaling provider. Qwest and Union, will provide for Interconnection of their signaling network for the mutual exchange of signaling information in accordance with the industry standards as described in Telcordia documents, including but not limited to GR-905 CORE, GR-</p>	



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	954 CORE, GR-394 CORE and Qwest Technical Publication 77342.		954 CORE, GR-394 CORE and Qwest Technical Publication 77342.	
6.2.4.6.3.1	Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for Type 2 trunks equipped with SS7 Out-of- Band Signaling. 64CCC must be requested on the order for the new Type 2 trunks. Qwest will provide Union with a listing of Qwest Tandems fully capable of routing 64CCC traffic through the Qwest website: <a href="http://www.qwest.com/disclosures">http://www.qwest.com/disclosures</a> . Where available to Qwest, Qwest will provide Union with the same 64CCC	See statement above	Clear Channel Capability (64CCC) permits 24 DS0-64 Kbps services or 1.536 Mbps of information on the 1.544 Mbps/s line rate. 64CCC is available for <del>Type-2</del> trunks equipped with SS7 Out-of- Band Signaling. 64CCC must be requested on the order for the new <del>Type-2</del> trunks. Qwest will provide Union with a listing of Qwest Tandems fully capable of routing 64CCC traffic through the Qwest website: <a href="http://www.qwest.com/disclosures">http://www.qwest.com/disclosures</a> . Where available to Qwest, Qwest will provide Union with the same 64CCC	See "Type 2" explanation

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	on an alternate route or if necessary via an overlay network.		on an alternate route or if necessary via an overlay network.	
6.2.4.7.1	Measurement of terminating Local minutes begins when the calling Party's switch receives answer supervision from the called Party's switch indicating the called Party has answered. The measurement of terminating call usage over Type 2 trunks ends when the calling Party's switch receives disconnect supervision from either the called Party's switch, indicating the called Party has disconnected, or the calling Party's switch, indicating the calling Party has disconnected, whichever is recognized first by the calling Party's switch. This is commonly referred to	See statement above	Measurement of terminating Local minutes begins when the calling Party's switch receives answer supervision from the called Party's switch indicating the called Party has answered. The measurement of terminating call usage over <del>Type 2</del> trunks ends when the calling Party's switch receives disconnect supervision from either the called Party's switch, indicating the called Party has disconnected, or the calling Party's switch, indicating the calling Party has disconnected, whichever is recognized first by the calling Party's switch. This is commonly referred to	See "Type 2" explanation

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	as "Conversation Time." The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle by End Office and rounded to the nearest whole minute.		as "Conversation Time." The Parties will only charge for actual minutes of use and/or fractions thereof of completed calls. Minutes of use are aggregated at the end of the billing cycle by End Office and rounded to the nearest whole minute.	
6.2.4.8	<p>Type 2 Forecasting</p> <p>6.2.4.8.1 Both Union and Qwest shall work in good faith to define a mutually agreed upon forecast of Type 2 trunking.</p> <p>6.2.4.8.2 Both Parties shall have the obligation to participate in joint planning meetings at semi-annual intervals to establish trunk design and provisioning</p>	See statement above	<p><del>Type 2</del> Forecasting</p> <p>6.2.4.8.1 Both Union and Qwest shall work in good faith to define a mutually agreed upon forecast of <del>Type 2</del> trunking.</p> <p>6.2.4.8.2 Both Parties shall have the obligation to participate in joint planning meetings at semi-annual intervals to establish trunk design and provisioning</p>	See "Type 2" explanation

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	<p>requirements. The Parties agree to provide mutual trunk forecast information to ensure End User Customer call completion between the Parties' networks. Such forecasts shall be for Type 2 trunking, which impacts the switch capacity and facilities of each Party.</p> <p>6.2.4.8.3 Switch capacity growth jobs requiring the addition of new switching modules may require six months for order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, the Parties will utilize Qwest standard forecast</p>		<p>requirements. The Parties agree to provide mutual trunk forecast information to ensure End User Customer call completion between the Parties' networks. Such forecasts shall be for <del>Type 2</del> trunking, which impacts the switch capacity and facilities of each Party.</p> <p>6.2.4.8.3 Switch capacity growth jobs requiring the addition of new switching modules may require six months for order and install. To align with the timeframe needed to provide for the requested facilities, including engineering, ordering, installation and make ready activities, the Parties will utilize Qwest standard forecast</p>	<p>See "Type 2" explanation</p> <p>Other prior changes have been made to ensure mutuality.</p>

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	<p>timelines, as defined in the standard Qwest Type 2 Trunk Forecast Forms for growth planning. For capacity growth, Qwest will utilize Union semi-annual forecasts and near-term demand submitted on Unforecasted Demand Notification Form to ensure availability of switch capacity.</p> <p>6.2.4.8.4 Each Party will utilize the forecast cycle outlined on the Qwest Type 2 Trunk Forecast Forms, which stipulates that forecasts be submitted on a semi-annual basis. The forecast will identify trunking requirements for a two-year period. From the semi-annual close date as outlined in the forecast cycle, the receiving Party will have</p>		<p>timelines, as defined in the standard Qwest <del>Type 2</del> Trunk Forecast Forms for growth planning. For capacity growth, Qwest will utilize Union semi-annual forecasts and near-term demand submitted on Unforecasted Demand Notification Form to ensure availability of switch capacity.</p> <p>6.2.4.8.4 Each Party will utilize the forecast cycle outlined on the Qwest <del>Type 2</del> Trunk Forecast Forms, which stipulates that forecasts be submitted on a semi-annual basis. The forecast will identify trunking requirements for a two-year period. From the semi-annual close date as outlined in the forecast cycle, the receiving Party will have</p>	

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	<p>one (1) month to determine network needs and place vendor orders which require a six (6) month minimum to complete the network build. Seven (7) months after submission of the initial forecast, Qwest will have the necessary capacity in place to meet the Union forecast. After the initial Forecast, Qwest will ensure that capacity is available to meet Union's needs as described in the Union forecasts.</p> <p>6.2.4.8.7 Joint planning meetings will be used to bring clarity to the process. Qwest shall work cooperatively with Union in determining proper volumes of Interconnection facilities through joint,</p>		<p>one (1) month to determine network needs and place vendor orders which require a six (6) month minimum to complete the network build. Seven (7) months after submission of the initial forecast, Qwest will have the necessary capacity in place to meet the Union forecast. After the initial Forecast, Qwest will ensure that capacity is available to meet Union's needs as described in the Union forecasts.</p> <p>6.2.4.8.7 Joint planning meetings will be used to bring clarity to the process. Qwest shall work cooperatively with Union in determining proper volumes of Interconnection facilities through joint,</p>	

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	<p>cooperative planning sessions. Each Party will provide adequate information associated with the Qwest Type 2 Trunk Forecast Forms in addition to its forecasts. No later than two weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. Both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements Qwest shall provide Union a report reflecting then current spare capacity at each Qwest switch that may impact the Interconnection traffic. Qwest shall also provide a report</p>		<p>cooperative planning sessions. Each Party will provide adequate information associated with the Qwest <del>Type 2</del> Trunk Forecast Forms in addition to its forecasts. No later than two weeks prior to the joint planning meetings, the Parties shall exchange information to facilitate the planning process. Both Parties shall provide information on major network projects anticipated for the following year that may impact the other Party's forecast or Interconnection requirements Qwest shall provide Union a report reflecting then current spare capacity at each Qwest switch that may impact the Interconnection traffic. Qwest shall also provide a report</p>	

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	<p>reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. Union will be provided Interconnection trunk group data on its own trunks. The information is Qwest-proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning.</p> <p>6.2.4.8.8(a) Completed Qwest Type 2 Trunk Forecast Forms; and</p> <p>6.2.4.8.12.1 Union forecasts shall be provided to Qwest as detailed in the standard Wireless Type 2 Trunk Forecast Form.</p>		<p>reflecting then current blocking of local direct and alternate final trunk groups, Interconnection and non-Interconnection alike. Union will be provided Interconnection trunk group data on its own trunks. The information is Qwest-proprietary, provided under non-disclosure and is to be used solely for Interconnection network planning.</p> <p>6.2.4.8.8(a) Completed Qwest <del>Type 2</del> Trunk Forecast Forms; and</p> <p>6.2.4.8.12.1 Union forecasts shall be provided to Qwest as detailed in the standard Wireless <del>Type 2</del> Trunk Forecast Form.</p>	



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6.2.4.9	<p>6.2.4.9.1 Acceptance Testing. At the time of installation of a Type 2 trunk group, and at no additional charge, acceptance tests will be performed to ensure that the service is operational and meets the applicable technical parameters.</p> <p>6.2.4.9.2.1 Type 2 Acceptance testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108</p>	See statement above	<p>6.2.4.9.1 Acceptance Testing. At the time of installation of a <del>Type 2</del> trunk group, and at no additional charge, acceptance tests will be performed to ensure that the service is operational and meets the applicable technical parameters.</p> <p>6.2.4.9.2.1 <del>Type 2</del> Acceptance testing is provided where equipment is available, with the following test lines: seven-digit access to balance (100 type), milliwatt (102 type), nonsynchronous or synchronous, automatic transmission measuring (105 type), data transmission (107 type), loop-around, short circuit, open circuit, and non-inverting digital loopback (108</p>	See "Type 2" explanation

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	<p>type), and such other acceptance testing that may be needed to ensure that the service is operational and meets the applicable technical parameters.</p> <p>6.2.4.9.2.2 In addition to Type 2 acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable rates found in Exhibit A, Miscellaneous Charges. Testing fees will be paid by each party when requesting testing.</p> <p>6.2.4.9.3 Repair Testing. At the time of repair of a Type 2</p>		<p>type), and such other acceptance testing that may be needed to ensure that the service is operational and meets the applicable technical parameters.</p> <p>6.2.4.9.2.2 In addition to <del>Type 2</del> acceptance testing, other tests are available (e.g., additional cooperative acceptance testing, automatic scheduled testing, cooperative scheduled testing, manual scheduled testing, and non-scheduled testing) at the applicable rates found in Exhibit A, Miscellaneous Charges. Testing fees will be paid by each party when requesting testing.</p> <p>6.2.4.9.3 Repair Testing. At the time of repair of a <del>Type 2</del></p>	

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	trunk group, at no additional charge, tests will be performed to ensure that the service is operational and meets the applicable technical parameters.		trunk group, at no additional charge, tests will be performed to ensure that the service is operational and meets the applicable technical parameters.	
6.2.4.10	Mileage Measurement. Where required, the mileage measurement for Type 2 rate elements is determined in the same manner as the mileage measurement for V & H methodology as outlined in NECA Tariff No. 4.	See statement above	Mileage Measurement. Where required, the mileage measurement for <del>Type 2</del> rate elements is determined in the same manner as the mileage measurement for V & H methodology as outlined in NECA Tariff No. 4.	See "Type 2" explanation
6.3.1.2.1	Recurring and nonrecurring rates for Entrance Facilities are specified in Exhibit A and will apply for those DS1 or DS3 facilities dedicated to use by Type 2 Service.	See statement above	Recurring and nonrecurring rates for Entrance Facilities are specified in Exhibit A and will apply for those DS1 or DS3 facilities dedicated to use by <del>Type 2</del> Service.	See "Type 2" explanation

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6.3.2	<p>6.3.2.1 Installation nonrecurring charges may be assessed by the provider for each Type 2 trunk ordered Rates are specified in Exhibit A.</p> <p>6.3.2.2 Nonrecurring charges for rearrangement may be assessed by the provider for each Type 2 trunk rearrangement ordered, at one-half the trunk non-recurring interface rates specified in Exhibit A.</p>	See statement above	<p>6.3.2.1 Installation nonrecurring charges may be assessed by the provider for each <del>Type-2</del> trunk ordered Rates are specified in Exhibit A.</p> <p>6.3.2.2 Nonrecurring charges for rearrangement may be assessed by the provider for each <del>Type-2</del> trunk rearrangement ordered, at one-half the trunk non-recurring interface rates specified in Exhibit A.</p>	See "Type 2" explanation
6.3.11.1.1	Local Transit is any traffic that originates from one Telecommunications Carrier's network, transits Qwest's network, and terminates to yet another Telecommunications	See statement above	Local Transit is any traffic that originates from one Telecommunications Carrier's network, transits Qwest's network, and terminates to yet another Telecommunications	See "Type 2" explanation

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	Carrier's network within an EAS Local Area. The applicable Type 2 Tandem switching and Tandem transmission rates at the assumed mileage contained in Exhibit A of this Agreement, apply to the originating party.		Carrier's network within an EAS Local Area. The applicable <del>Type 2</del> Tandem switching and Tandem transmission rates at the assumed mileage contained in Exhibit A of this Agreement, apply to the originating party.	
6.4	6.4.1 When ordering Type 2 Service, the ordering Party shall specify requirements on the Access Service Request: (ASR) 1) the type and number of Type 2 Interconnection facilities to terminate at the Point of Interconnection in the Serving Wire Center; 2) the type of interoffice transport, (i.e., Direct Trunked Transport or Tandem switched Transport); and 3) any optional features. When the ordering	See statement above	6.4.1 When ordering <del>Type 2</del> Service, the ordering Party shall specify requirements on the Access Service Request: (ASR) 1) the type and number of <del>Type 2</del> Interconnection facilities to terminate at the Point of Interconnection in the Serving Wire Center; 2) the type of interoffice transport, (i.e., Direct Trunked Transport or Tandem switched Transport); and 3) any optional features. When the ordering	See "Type 2" explanation

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	<p>Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.</p> <p>6.4.2 For each NXX code assigned to Union by the NANPA, Union will provide Qwest with the CLLI codes of the Qwest Tandems and Union's Point of Interface to which traffic associated with the NXX will be routed. For NXX codes assigned to existing Type 2 trunk groups, Union will also provide Qwest with the Qwest assigned Two-Six Code aka Trunk Group</p>		<p>Party requests facilities, routing, or optional features different than those determined to be available, the Parties will work cooperatively in determining an acceptable configuration, based on available facilities, equipment and routing plans.</p> <p>6.4.2 For each NXX code assigned to Union by the NANPA, Union will provide Qwest with the CLLI codes of the Qwest Tandems and Union's Point of Interface to which traffic associated with the NXX will be routed. For NXX codes assigned to existing <del>Type-2</del> trunk groups, Union will also provide Qwest with the Qwest assigned Two-Six Code aka Trunk Group</p>	

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	<p>Serial Number (TGSN) to which each NXX will be routed.</p> <p>6.4.4 A joint planning meeting will precede Union orders for Type 2 Interconnection at new Points of Interconnection (POIs). These meetings will result in agreement and commitment that both Parties can implement the proposed plan and the transmittal of Access Service Requests (ASRs) to initiate order activity. A Party requesting Tandem Interconnection will provide its best estimate of the traffic distribution to each End Office subtending the Tandem.</p> <p>6.4.6 Service intervals and due</p>		<p>Serial Number (TGSN) to which each NXX will be routed.</p> <p>6.4.4 A joint planning meeting will precede Union orders for <del>Type 2</del> Interconnection at new Points of Interconnection (POIs). These meetings will result in agreement and commitment that both Parties can implement the proposed plan and the transmittal of Access Service Requests (ASRs) to initiate order activity. A Party requesting Tandem Interconnection will provide its best estimate of the traffic distribution to each End Office subtending the Tandem.</p> <p>6.4.6 Service intervals and due</p>	

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	<p>dates for the establishment of subsequent trunking arrangements for Interconnection between the Parties, will be in accordance with the guidelines for Type 2 contained in the Wireless Carrier Resource Guide, available on Qwest's web site: <a href="http://www.qwest.com/wholesale/pcat/wireless.html">http://www.qwest.com/wholesale/pcat/wireless.html</a>.</p> <p>6.4.7 Union may cancel an order for Type 2 service at any time prior to notification by Qwest that service is available for Union's use, subject to cancellation charges described in State Access Tariffs. If Union is unable to accept Type 2 Service within thirty (30) calendar Days after the original service date, Union has the</p>		<p>dates for the establishment of subsequent trunking arrangements for Interconnection between the Parties, will be in accordance with the guidelines for <del>Type 2</del> contained in the Wireless Carrier Resource Guide, available on Qwest's web site: <a href="http://www.qwest.com/wholesale/pcat/wireless.html">http://www.qwest.com/wholesale/pcat/wireless.html</a>.</p> <p>6.4.7 Union may cancel an order for <del>Type 2</del> service at any time prior to notification by Qwest that service is available for Union's use, subject to cancellation charges described in State Access Tariffs. If Union is unable to accept <del>Type 2</del> Service within thirty (30) calendar Days after the original service date, Union has the</p>	



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	<p>following options:</p> <p>6.4.7.1 The order for Type 2 Service will be cancelled, and cancellation charges will apply, or Billing for the service will commence.</p> <p>6.4.7.2 In such instances, the cancellation date or the date billing is to commence, depending on which option is selected by Union, will be the 31st calendar Day beyond the original service date of the order for Type 2 Service.</p>		<p>following options:</p> <p>6.4.7.1 The order for <del>Type 2</del> Service will be cancelled, and cancellation charges will apply, or Billing for the service will commence.</p> <p>6.4.7.2 In such instances, the cancellation date or the date billing is to commence, depending on which option is selected by Union, will be the 31st calendar Day beyond the original service date of the order for <del>Type 2</del> Service.</p>	
11.2.1.3	Type 2 Interconnection can be ordered electronically via EXACT or TELIS.	See statement above	<del>Type 2</del> Interconnection can be ordered electronically via EXACT or TELIS.	See "Type 2" explanation

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<b>Issue 2: Access Tandem Definition</b>		Ann Marie Cederberg		Jim Woody
4.3	“Access Tandem Switch” is a switch used to connect End Office Switches to Interexchange Carrier switches. Qwest’s Access Tandem Switches are also used to connect and switch traffic between and among Central Office Switches within the same LATA and may be used for the exchange of Local Traffic.	Union’s access tandem is irrelevant for purposes of the parties’ wireless interconnection agreement. Therefore, Qwest proposes that no references to Union’s access tandem are necessary or appropriate.	“Access Tandem Switch” is a switch used to connect end office switches to interexchange carrier switches. Qwest’s access tandem switches are also used to connect end switch traffic between and among central office switches within the same LATA and may be used for the exchange of local traffic. <u>Union’s access tandem switches are also used to connect and switch traffic between and among central office switches and may be used for the exchange of local traffic.</u>	The change recognizes the services provided by each parties’ access tandem and the expanded nature of switching services. Union (wireline) provides a tandem switching function that must be recognized in the agreement. Again, Union is requesting mutuality in the agreement. As Union has a tandem switch, it should be recognized. Otherwise, a more generic definition can be utilized.

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<b>Issue 3 : Locations of the Point Of Interface (POI)</b>		Ann Marie Cederberg		Jim Woody, Alan Hinman
4.68	“Point of Interface” “Point of Interconnection” or “POI” is a physical demarcation between the networks of two LECs (including a LEC and Union). The POI is that point where the exchange of traffic takes place. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility. The POI must be established at any technically feasible location selected by Union in Qwest territory in the LATA.	Qwest’s position is that the POI for Union must be within Qwest’s serving territory within the LATA as set forth in section 251(c)(2)(B) of the Telecommunications Act of 1996 and section 51.305 of Title 47 of the Code of Federal Regulations.	“Point of Interface” “Point of Interconnection” or “POI” is a physical demarcation between the networks of two LECs (including a LEC and Union). The POI is that point where the exchange of traffic takes place. This point establishes the technical interface, the test point(s), and the point(s) for operational division of responsibility. The POI must be established at any technically feasible location selected by Union in Qwest territory in the LATA. <b><u>The Parties may agree to a POI</u></b>	The addition reflects federal regulations requiring interconnection at any technically feasible location. If the POI is technically feasible, particularly, if it lies on Qwest’s network, it should be considered. That language should reflect that a POI within Qwest’s network to be mandatory. In other words: The POI must be established at any technically feasible location selected by Union within Qwest’s network.

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			<u>other than in Qwest territory that is technically feasible.</u>	
6.1.1	This Section describes the Interconnection of Qwest's network and Union's network for the purpose of exchanging Local, Non-Local and Transit traffic. Qwest will provide Interconnection at any technically feasible point requested by Union within its network. Qwest's Wireless Interconnection Service is provided for the purpose of connecting End Office Switches to End Office Switches or End Office Switches to Local or Access Tandem Switches for the exchange of Local Traffic; or End Office Switches to Access	See statement above	This Section describes the Interconnection of Qwest's network and Union's network for the purpose of exchanging Local, Non-Local and Transit traffic. Qwest will provide Interconnection at any technically feasible point requested by Union <del>within its network</del> . Qwest's Wireless Interconnection Service is provided for the purpose of connecting End Office Switches to End Office Switches or End Office Switches to Local or Access Tandem Switches for the exchange of Local Traffic; or End Office Switches to Access	The change emphasizes that interconnection will be provided at any technically feasible point requested by Union. Union may allow the language if it is established that a connection can be made within the network or permissively outside of the network.

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	<p>Tandem Switches for the exchange of Local, Non-Local or Jointly Provided switched Access Traffic. Qwest Tandem to Union Tandem switch connections will be provided where technically feasible. New or continued Qwest Local Tandem to Qwest Access Tandem and Qwest Access Tandem to Qwest Access Tandem Switch connections are not required where Qwest can demonstrate that such connections present a risk of switch exhaust and that Qwest does not make similar use of its network to transport the local calls of its own or any Affiliate's End User Customers.</p>		<p>Tandem Switches for the exchange of Local, Non-Local or Jointly Provided switched Access Traffic. Qwest Tandem to Union Tandem switch connections will be provided where technically feasible. New or continued Qwest Local Tandem to Qwest Access Tandem and Qwest Access Tandem to Qwest Access Tandem Switch connections are not required where Qwest can demonstrate that such connections present a risk of switch exhaust and that Qwest does not make similar use of its network to transport the local calls of its own or any Affiliate's End User Customers.</p>	

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6.1.2.1	The Parties will negotiate the facilities arrangement used to interconnect their respective networks. Union shall establish at least one Physical Point of Interconnection in Qwest territory in each LATA where Union has local End User Customers and/or has a NPA/NXX rated to a Rate Center within the LATA. The Parties shall establish, through negotiations, one of the following Interconnection Agreements (1) a DS1 or DS3 Qwest Provided Entrance Facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; or (4) Other technically feasible methods of Interconnection.	See statement above	The Parties will negotiate the facilities arrangement used to interconnect their respective networks. <del>Union shall establish at least one Physical Point of Interconnection in Qwest territory in each LATA where Union has local End User Customers and/or has a NPA/NXX rated to a Rate Center within the LATA.</del> The Parties shall establish, through negotiations, one of the following Interconnection Agreements (1) a DS1 or DS3 Qwest Provided Entrance Facility; (2) Collocation; (3) negotiated Mid-Span Meet POI facilities; or (4) Other technically feasible methods of Interconnection.	The change again reflects that interconnection shall be at the technically feasible location. The language of the Act clearly allows a connection anywhere within Qwest's network.

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6.3.1.4.1	Direct Trunked Transport (DTT) is available between the Serving Wire Center of the POI and Qwest's Tandem or End Office switches. The applicable rates are described in Appendix A. DTT facilities are provided as dedicated DS3 or DS1 facilities.	See statement above	Direct Trunked Transport (DTT) is available between the Serving Wire Center of the POI and <del>Qwest's either</del> <u>Party's</u> Tandem or End Office switches. The applicable rates are described in Appendix A. DTT facilities are provided as dedicated DS3 or DS1 facilities.	Union proposes to make language mutual.
6.3.1.4.2	Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center of the POI and the Qwest Tandem or End Office.	See statement above	Mileage shall be measured for DTT based on V&H coordinates between the Serving Wire Center of the POI and the <del>Qwest either</del> <u>Party's</u> Tandem or End Office.	Union requests mutual language.

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<b>Issue 4: Transit Traffic</b>		Robert H. Weinstein		Jim Woody, Jason Hendricks
6.2.1.1	Reciprocal traffic exchange addresses the exchange of traffic between Union's network and Qwest's network. Reciprocal traffic exchange covered by this Agreement is for Wireless Interconnection for CMRS Carriers only in association with CMRS two-way services. Other Interconnections are covered by a separate agreement or Tariff. Wireless two-way Interconnection is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. For purposes of this Agreement, Fixed	Union's language is not in conformance with current FCC rulings, whereas Qwest's language is standard and appropriate. Qwest, as it is entitled to do, has requested an interconnection with Union's wireless operation for the exchange of wireless traffic. Union's attempt to convert Qwest's request for wireless interconnection into a request for wireline interconnection is inappropriate.	Reciprocal traffic exchange addresses the exchange of traffic between Union's network and Qwest's network. <del>Reciprocal traffic exchange covered by this Agreement is for Wireless Interconnection for CMRS Carriers only in association with CMRS two-way services. Other Interconnections are covered by a separate agreement or Tariff. Wireless two-way Interconnection is intended for Wireless to Wireline or Wireline to Wireless, but not Wireline to Wireline communications. For purposes of this Agreement,</del>	The changes to this section allow for appropriate reciprocal compensation and particularly, the appropriate billing for transitting traffic. Qwest should not be allowed to force traffic upon Union for which no compensation is possible.



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	<p>Wireless is considered a Wireline architecture. The Parties each shall be responsible for the traffic that originates on their own networks and terminates on the other parties network. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. Should a Party wish to exchange traffic with the other Party through use of a third party transit provider, the Parties will negotiate the terms and conditions of that exchange and amend the Agreement accordingly. The</p>		<p><del>Fixed Wireless is considered a Wireline architecture.</del> The Parties each shall be responsible for the traffic that originates on their own networks and terminates on the other parties network. Where either Party interconnects and delivers traffic to the other from third parties, each Party shall bill such third parties the appropriate charges pursuant to its respective Tariffs or contractual offerings for such third party terminations. <del>Should a Party wish to exchange traffic with the other Party through use of a third party transit provider, the Parties will negotiate the terms and conditions of that exchange and amend the Agreement accordingly.</del> The</p>	

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	party delivering transiting traffic will provide sufficient information to allow for the appropriate billing of the transiting traffic.		party delivering transiting traffic will provide sufficient information to allow for the appropriate billing of the transiting traffic.	
6.2.4.3.1	Qwest will accept traffic originated by Union for termination to a CLEC, ILEC, or another Wireless Carrier that is connected to Qwest's local and/or Access Tandems and whose switch sub-tends Qwest's network per the LERG. Qwest will also carry traffic from these other Telecommunications Carriers to Union.	Parties have reached agreement on this language.	Qwest will accept traffic originated by Union for termination to a CLEC, ILEC, or another Wireless Carrier that is connected to Qwest's local and/or Access Tandems and whose switch sub-tends Qwest's network per the LERG. Qwest will also carry traffic from these other Telecommunications Carriers to Union.	Parties have reached agreement on this language.
6.2.4.3.3	Except as noted in Section 6.2.4.3.4 below, the originating company is responsible for the provisioning of billable usage	Parties have reached agreement on this language.	Except as noted in Section 6.2.4.3.4 below, the originating company is responsible for the provisioning of billable usage	Parties have reached agreement on this language.

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	<p>data and/or billable records and payment of appropriate rates to both the transit company and to the terminating company. In no event shall the transiting company be obligated to pay termination charges to any other carrier. Qwest shall, on a monthly basis and without charge, provide summary reports of usage data for traffic received from CLECs and CMRS Providers who purchase transiting service from Qwest and who signal their traffic utilizing Signaling System 7 (SS7) terminating to Union's end users. This summary data will be substantially in the format with the information provided as shown in the attached Exhibit _____. Qwest will not be</p>		<p>data and/or billable records and payment of appropriate rates to both the transit company and to the terminating company. In no event shall the transiting company be obligated to pay termination charges to any other carrier. Qwest shall, on a monthly basis and without charge, provide summary reports of usage data for traffic received from CLECs and CMRS Providers who purchase transiting service from Qwest and who signal their traffic utilizing Signaling System 7 (SS7) terminating to Union's end users. This summary data will be substantially in the format with the information provided as shown in the attached Exhibit _____. Qwest will not be</p>	

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	required to provide summary reports after the first month in which the local reported volume of such traffic exceeds 10,000 minutes per month, and Qwest will not be responsible for usage investigation on the data provided.		required to provide summary reports after the first month in which the local reported volume of such traffic exceeds 10,000 minutes per month, and Qwest will not be responsible for usage investigation on the data provided.	

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<b>Issue 5: Non- local Traffic</b>		Robert H. Weinstein		Jim Woody
6.3.8.14	If Union is direct Billing Qwest the L-M InterMTA factor will be applied to the billed land to mobile minutes of use originated from Qwest's network and terminated to Union and deducted from Qwest total L-M MOU. No Reciprocal Compensation will be paid by Qwest to Union for such traffic. Qwest may bill Union interstate switched Access Tariffed rates for this traffic.	Qwest is the only party that can originate L-M (Land to Mobile) traffic. The rate for the L-M traffic that is local is determined from the formula proposed. The rate charged for InterMTA calls is Qwest's switched access tariff rate. Qwest should be compensated for originating or terminating access for this traffic according to the FCC's current rules.	If <u>Union a party</u> is direct Billing <del>Qwest the other</del> the L-M InterMTA factor will be applied to the billed land to mobile minutes of use originated from <del>Qwest's the billed party's</del> network and terminated to <u>Union the billing party</u> and deducted from Qwest total L-M MOU. No Reciprocal Compensation will be paid <del>by Qwest to Union</del> for such traffic. <del>Qwest</del> <u>Each party</u> may bill <u>Union the other</u> interstate switched Access Tariffed rates for this traffic.	The requirements for direct billing are broadened to ensure that it is available to both parties.

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6.3.9.1	Applicable Qwest switched Access Tariff rates apply to Non-Local Traffic routed to a Toll/Access Tandem, Local Tandem, or directly to an End Office. Applicable Qwest switched Access Tariff rates also apply to InterMTA and Roaming traffic originated by, or terminating to Qwest. Relevant rate elements could include Direct Trunked Transport, Tandem switching, Tandem Transmission, and Local switching, as appropriate.	See statement above	Applicable <del>Qwest</del> switched Access Tariff rates apply to Non-Local Traffic routed to a Toll/Access Tandem, Local Tandem, or directly to an End Office. Applicable <del>Qwest</del> switched Access Tariff rates also apply to InterMTA and Roaming traffic originated by, or terminating to <u>the other party.</u> <del>Qwest.</del> Relevant rate elements could include Direct Trunked Transport, Tandem switching, Tandem Transmission, and Local switching, as appropriate.	The provisions are amended to ensure mutuality.

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<b>Issue 6: Asymmetrical Rates</b>		Peter B. Copeland		Jason Hendricks, Henry Jacobsen, Jim Woody, Alan Hinman
	None	Union's cost study violates in numerous and fundamental respects the forward-looking additional costs of transport and termination, as required by the Act, FCC regulations, and Commission regulations and, thus, Union is not entitled to an asymmetrical rate. Even if it assumed that some components of Union's wireless network are traffic sensitive, proper computation of TELRIC for potentially traffic sensitive components produces a rate comparable to the reciprocal compensation rate ordered for Qwest.		Union is developing and expanding a wireless network in rural Utah with higher costs and as a result is seeking an asymmetric rate. Union's cost study fully complies with the requirements of the Act, FCC regulations and Commission regulations and practice. To the extent possible, Union's cost study would allow Union to recover its transport and termination costs in a manner consistent with how Qwest recovers its transport and termination costs. Union has adequately supported the

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				<p>cost study through testimony and data request responses. Accordingly, the asymmetric rate proposed by Union should be adopted. If Union's proposed rate is not adopted, Union would have to charge Qwest's transport and termination rates, thereby leaving Union with a significant underrecovery of its costs.</p>