

Bruce S. Asay
Associated Legal Group, LLC
1807 Capitol Avenue, Suite 203
Cheyenne WY 82001
Telephone: (307) 632-2888
Facsimile: (307) 632-2828

Stephen F. Mecham
Callister, Nebeker & McCullough
10 E. South Temple, Suite 900
Salt Lake City, UT 84133
Telephone: (801) 530-7316

Attorneys for Union Telephone Company

BEFORE THE PUBLIC SERVICE COMMISSION OF UTAH

In the Matter of the Petition of QWEST CORPORATION for Arbitration of an Interconnection Agreement with UNION TELEPHONE COMPANY d/b/a UNION CELLULAR under Section 252 of the Federal Telecommunications Act	Docket No. 04-049-145 UNION TELEPHONE COMPANY'S RESPONSE TO QWEST CORPORATION'S PETITION FOR CLARIFICATION AND RECONSIDERATION
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Union Telephone Company ("Union") hereby responds to the Petition of Qwest Corporation ("Qwest") for Clarification and Reconsideration of the April 3, 2008 Report and Order ("Order") of the Public Service Commission of Utah ("Commission").

Introduction

Qwest seeks clarification of the Commission's inclusion of Sections 6.2.2 and 6.2.4.1.1 in the interconnection agreement, arguing that these sections are inconsistent with other provisions of the Commission's Order. Qwest argues that if the Commission includes the language, then reconsideration is appropriate.

Background

On September 30, 2004, Qwest filed a Petition for Arbitration of an Interconnection Agreement asking the Commission to arbitrate an interconnection agreement with Union

pursuant to the Telecommunications Act (47 U.S.C. § 151 *et seq.*). Union initially questioned the Commission's jurisdiction and then, after negotiations between the Parties failed, requested that the Commission set an asymmetrical rate for transport and termination, in addition to other relief.

On November 6, 2007, the Commission's Administrative Law Judge convened a hearing and took testimony and other evidence in the proceeding. Union, Qwest, and the Division of Public Utilities appeared and filed evidence. Following the receipt of evidence in the matter, the Parties filed post-hearing briefs. The Commission considered the evidence and issued its Report and Order on April 3, 2008. Pursuant to Commission rule, Utah Admin. Code R746-100-11.F, Union and Qwest both filed for post-hearing relief on May 5, 2008. Union herein files its Response to Qwest's petition.

Discussion

Qwest requests clarification of the Order, arguing that the approved language in Issue 3 is inconsistent with the Commission's decision in Issue 1. Union disagrees; the language approved in Issue 1 furthers the Commission's goal of reducing expense and promoting an efficient architecture.

In Union's Brief to the Commission, the Company separated the issues for determination and argued them in turn. The Commission, in its Order, discussed the Parties' concerns with respect to the type of interconnection to be placed in effect to govern their business relationship. In Issue No. 1, for instance, Union opposed Qwest's imposition of a "Type 2" interconnection which would require direct trunking between Union's MTSO and Qwest's tandem thus requiring needless expense. Union referenced Qwest's proposed architecture and complained that this structure increased revenues to Qwest by requiring additional trunking while at the same time,

increasing needless expense to Union without a corresponding benefit. Union repeatedly argued that the Federal Communications Commission had not mandated a particular form of interconnection and had in fact explicitly stated that a cellular carrier is entitled to the type of interconnection that is reasonable given the cellular carrier's system design. Moreover, the system design is the cellular carrier's choice and the cellular carrier may design an interconnection that is appropriate.

The Commission agreed with Union and held that the agreement did not need to identify a particular type of interconnection and that unnecessary costs should be avoided. It imposed a requirement that the Parties be able to appropriately rate and bill for wireless traffic. *See* Order, p. 34. In the end, the Commission approved Union's request, allowing it to design a system appropriate to its needs in order that it might more efficiently use its resources. Nevertheless, the Commission wanted to ensure that the Parties appropriately bill for their services. The Commission stated:

Therefore, while the ALJ recommends the Commission adopt Union's proposed language on this issue [Issue 1], Union must, as a consequence, provide Qwest the information it requires to properly rate and bill the wireless traffic Union delivers to Qwest. If Union is not able to provide this information under its current network configuration, it must change said configuration so that it is able to gather and provide the information to Qwest, or so that Qwest is able to gather said information for itself at a minimal cost

While most of the changes associated with Issue 1 are simply related to the deletion of "Type 2" from the language of the agreement, certain provisions addressed the Commission's concern with tracking usage and curtailing expense. Section 6.2.2 stated:

Each Party will establish a 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. (See 6.2.4.1.1 with a similar provision).

This language as proposed by Union, was a critical part of its argument to avoid

unnecessary expense and facilities. The approved language addressed this concern by limiting facilities to those which are necessary. At the same time, provisions such as 6.2.4.1.1 allowed for the appropriate rating of traffic. The provisions are consistent with the Commission's concern for efficiency, proper rating of traffic and limiting costs.

Notwithstanding the clear intent of the Commission, Qwest argues that the Commission's finding in Issue 3 on the points of interconnection is inconsistent with the Commission's finding in Issue 1 on the manner of interconnection. Qwest referenced the Commission's finding that Qwest is not required to interconnect with Union outside of its ILEC territory or the LATA. While Qwest misconstrues Union's position with respect to the interconnection, the provisions can be read consistently. Again, as Qwest has mischaracterized Union's testimony and its request in regard to interconnection, Union would emphasize that it requested the opportunity to interconnect as the Parties deemed appropriate. Union did not ask that Qwest be required to interconnect at a point that is inappropriate, only that the Commission allow greater flexibility to the companies in regard to points of interconnection. This is not inconsistent with the Commission's finding on Issue 1 which requires the Parties establish one-way trunk groups from one network to the other to ensure efficiency and design effectiveness in the network architecture.

Union, in testifying before the Commission, provided a clear understanding of its network architecture. It is building a network that is efficient and which avoids unnecessary duplication. The network proposed by Qwest would require duplication with no benefit to Union from the duplication. Union's language allowed for the appropriate interconnection in order to better utilize the companies' resources. In requiring the companies to establish one-way trunk groups from one network to the other, Union is delineating the type of interconnection that will

be accomplished. This would avoid duplication and assist the companies in avoiding needless expense. Under the Commission's Order, the Parties are to work together to establish the appropriate points of interconnection and these points should not be arbitrarily limited.

WHEREFORE, Union Telephone Company respectfully requests that the Commission reject the Petition of Qwest Corporation for Clarification and for Reconsideration of Issue 1 of the Order.

DATED this 20th day of May, 2008.



Bruce S. Asay
Associated Legal Group, LLC
1807 Capitol Avenue, Suite 203
Cheyenne WY 82001
Telephone: (307) 632-2888

Stephen F. Mecham
Callister, Nebeker & McCullough
10 E. South Temple, Suite 900
Salt Lake City, UT 84133
Telephone: (801) 530-7316

CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing was served via electronic mail on the 20th day of May, 2008, addressed as follows:

Thomas Dethlefs
Qwest Services Corporation
1801 California Street, 10th Floor
Denver, CO 80202
Thomas.dethlefs@qwest.com

Gregory B. Monson
Stoel Rives
201 South Main Street
Suite 1100
Salt Lake City, UT 84111
gbmonson@stoel.com

Michael Ginsberg
Patricia E. Schmid
Assistant Attorney Generals
500 Heber M. Wells Building
160 East 300 South
Salt Lake City, Utah 84111
mginsberg@utah.gov
pschmid@utah.gov



Bruce S. Asay