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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 of 1996	<u>DOCKET NO. 04-049-145</u>
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**DIRECT TESTIMONY OF ALAN HINMAN ON BEHALF OF
UNION TELEPHONE COMPANY**

1 **DIRECT TESTIMONY OF ALAN HINMAN ON BEHALF OF**
2 **UNION TELEPHONE COMPANY**

3 Q. State your name for the record.

4 A. My name is Alan Hinman.

5 Q. What is your business address?

6 A. 850 North State Highway 414, Mountain View, Wyoming.

7 Q. Who is your employer?

8 A. Union Telephone Company.

9 Q. What is your position with Union Telephone Company?

10 A. I am employed as an Engineer for the company.

11 Q. And what are your duties and responsibilities in that position?

12 A. My responsibilities include the network design for the Company, network
13 engineering, network management, radio frequency (RF) engineering, circuit
14 order management, traffic engineering, site acquisition, project engineering, FCC
15 licensing, FAA compliance and other tasks as assigned or required.

16 Q. Would you provide the Commission with a brief description of your background?

17 A. I received a Bachelor of Science degree in Computer Science from the University
18 of Wyoming in May of 1987 and a Bachelor of Science degree in Electrical
19 Engineering from the University of Wyoming in December of 1991.

20 Following college, I worked as a design engineer for Pathfinder Industrial
21 Electronics in Northglenn, Colorado as a design engineer. In that capacity, I
22 designed electronics and firm ware for vending machine monitoring systems.

23 After that, I accepted a position as an engineer with Union Telephone Company in
24 Mountain View, Wyoming and have been working in that capacity to the present
25 date. Again, my responsibilities with the Company require that I work with other
26 carriers such as Qwest in obtaining the appropriate trunking and network design to
27 ensure that traffic travels in the most expeditious fashion. Over the course of my
28 time with Union, I have worked with Qwest in an attempt to ensure that we are
29 appropriately interconnected with Qwest's facilities.

30 Q. Attached to your testimony is a copy of your resume which is identified as Exhibit
31 6, is the information contained there true and correct to the best of your
32 knowledge and belief?

33 A. Yes.

34 Q. What is the purpose of your testimony in this proceeding?

35 A. I have been asked to address Union's efforts to appropriately interconnect with
36 Qwest at any technically feasible point of interconnection.

37 Q. Is Union able to interconnect?

38 A. Not in the fashion that it would like. Union and Qwest have a business
39 relationship that goes back many years. This has allowed for the interconnection
40 of the companies. Only recently has there been continuing problems with
41 interconnection.

42 Q. What has been your experience?

43 A. As this Commission is aware, not only does Union provide traditional wireline
44 services, but it also has authority to provide wireless services. In the fall of 2003,

45 it purchased the wireless operations for PYXIS Communications, Inc. PYXIS
46 was a subsidiary of RT Communications, Inc. located in Worland, Wyoming.
47 Consequently, the traffic for PYXIS was directed to the Worland, Wyoming
48 switch. When Union purchased PYXIS, it needed to redirect the traffic from
49 Worland, Wyoming to Union's switch in Mountain View, Wyoming.
50 Accordingly, Union directed requests to Qwest to accomplish this change. In
51 December of 2003, Union, by letter, requested that certain NPA-NXX
52 combinations be redirected to the Mountain View switch effective in the
53 November 2003 timeframe. Qwest was advised that calls were still being routed
54 to the Worland switch by Qwest which was a misuse of resources and not the
55 most efficient and economical method to provide traffic to Union's Mountain
56 View switch. Qwest did nothing.

57 As Union had purchased the operations of PYXIS Communications and was
58 installing new technology to serve its new customers, it needed to have the
59 appropriate interconnection. As it had made the request to Qwest, it continued to
60 demand that an appropriate interconnection be established. Qwest refused the
61 request. In February of 2004, Union filed a complaint with the Wyoming Public
62 Service Commission demanding that the appropriate interconnection be
63 accomplished pursuant to federal and state law in order to obtain the appropriate
64 routing for its calls. Qwest's response was to demand an interconnection
65 agreement and refuse any attempt to interconnect without an agreement.
66 Nothing was done concerning Union's complaint, but in May of 2004, the

67 Wyoming Public Service Commission, without any hearing, imposed Qwest's
68 interconnection template as the interconnection agreement between Qwest and
69 Union. While it is my understanding that Union appealed from this Order, I was
70 instructed to utilize the agreement until such time as it was amended or replaced.
71 Accordingly, I used the agreement and continued my efforts to establish an
72 interconnection of facilities and the appropriate routing.

73 Although the Wyoming Commission had imposed an interconnection agreement
74 on the parties, Qwest still refused Union's request for interconnection. In fact by
75 letter dated June 28, 2004, Union counsel advised Qwest that it was still
76 misrouting and was not routing Union's wireless traffic. Union again requested
77 that this situation be immediately corrected. Accordingly, as provided by previous
78 letter, Qwest was instructed to appropriately route certain traffic to the correct
79 Union Mountain View tandem. Again, Qwest was advised that there had been a
80 number of conversations but the routing had not been corrected. Over the
81 course of the next few months, I had a number of conversations with Qwest
82 personnel in an attempt to establish the appropriate interconnection with Qwest.

83 Although the conversations were generally cordial, no progress was made in
84 completing an appropriate interconnection. The following incident is illustrative.
85 In the afternoon of October 15, 2004 at approximately 3:45 P.M., I had a
86 conference call with Qwest personnel. It was finally agreed that Qwest and Union
87 would establish a point of interface (POI) for the purpose of exchanging wireless
88 interconnection traffic at Qwest's building on Kemmerer Hill in Wyoming. This

89 was an interconnection point that had been used in the past. In fact, Union had
90 leased a caged area within the Qwest facility and it was agreed that the
91 interconnection would occur through the physical location described in the
92 interconnection agreement. Union was advised that Qwest would not order
93 trunking for Qwest traffic until Union ordered trunking for Union's traffic to
94 Qwest. Immediately, on the next business day, I began the process of ordering
95 trunking to Qwest's Cheyenne and Casper tandems through the new POI at
96 Kemmerer Hill. As the Qwest system would not accept my orders, I again
97 contacted Qwest personnel who stated that Union could not connect at Kemmerer
98 Hill because the location did not meet Qwest's requirements for a physical co-
99 location. Qwest took this position even though the parties had interconnected at
100 this location in the past.

101 Q. Has your position improved?

102 A. To an extent, yes, but the interconnection issues persist. After the Interim
103 Agreement was filed in this proceeding, I requested another interconnection with
104 Qwest; that has not been satisfied.

105 Q. What has been your experience with negotiations following the filing of the
106 Interim Agreement?

107 A. The following is illustrative of the difficulty in negotiating an interconnection
108 with Qwest:

109 Immediately following the execution of the Interim Agreement, I was advised that
110 the Interim Agreement had been signed and that I was to push forward with

111 completing our interconnection request. I immediately contacted the Qwest
112 Wireless Service Manager (“Service Manager”) to begin this process. I was then
113 advised by the Service Manager that she had no knowledge of the Interim
114 Agreement and could not proceed until she had confirmation. Somewhat later,
115 after Qwest had confirmed that the Interim Agreement had been signed and filed,
116 a conference call was set up between the parties. The parties discussed possible
117 POI locations, Union’s desire to use one-way trunking, as well as Union’s desire
118 to use tandem traffic rather than end offices. Union was advised that Qwest
119 would not proceed until such time as it had met internally to discuss the matter.
120 Approximately one month later, I received an e-mail indicating that Qwest had
121 met and that a conference call had been set up for that afternoon. I did not receive
122 the message until after the conference call so that it was postponed to another day.
123 The conference call was then held in which proposed POIs were discussed as
124 well as the interconnecting tandems to be utilized. Two weeks later, another
125 conference call was held in which Qwest insisted that we utilize a Qwest tandem
126 for which there was minimal traffic. Qwest still had not resolved its concern with
127 respect to our requested POI locations. After another two weeks, another
128 conference call was held in which Qwest requested trunking requirements for
129 Colorado and Utah as well as the new trunking diagrams for these states. These
130 were provided by Union the next day. Another conference call was held to
131 discuss Union’s request. At this time, Qwest seemingly agreed with the POI
132 locations but expressed concerns that additional charges would need to be

133 assessed. Qwest requested a clarification letter which was sent on that very date.
134 The Service Manager then contacted me requesting additional clarification so that
135 Qwest could be absolutely sure that additional charges would not be necessary. I
136 responded to the request.
137 Another conference call was held in which I was advised that, notwithstanding the
138 information provided previously, Qwest, as a matter of policy, would require the
139 interconnection via copper at the POI location. Union attempted to comply with
140 Qwest's request only to be told on August 24, 2005 by the service Manager and an
141 associate that Qwest would not order any circuits to route Qwest's traffic to Union
142 until Union ordered trunks to route Union traffic to Qwest. This was announced
143 even though Union is currently routing its wireless traffic to Qwest while Qwest is
144 blocking traffic to Union. The matter remains unresolved.

145 Q. Does this complete your testimony?

146 A. Yes.