

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

**REBUTTAL TESTIMONY OF
ANN MARIE CEDERBERG**

**ON BEHALF OF
QWEST CORPORATION
QWEST EXHIBIT 1R**

October 24, 2005

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16 **A. TYPE 2 WIRELESS INTERCONNECTION**
17 **AGREEMENT LANGUAGE**

18 **Q. QWEST HAS PROPOSED THAT UNION ENTER INTO A TYPE 2**
19 **INTERCONNECTION AGREEMENT WITH QWEST. IN CONTRAST, UNION IS**
20 **PROPOSING TO INTERCONNECT THROUGH UNION'S ACCESS TANDEM**
21 **AND TO EXCHANGE WIRELESS TRAFFIC WITH QWEST OVER THE SAME**
22 **TRUNKS USED TO EXCHANGE WIRELINE TRAFFIC. HAVE MESSRS'**
23 **WOODY OR HINMAN INDICATED WHETHER, AND IF SO HOW, THE**
24 **PARTIES WOULD BE ABLE TO DETERMINE THE APPROPRIATE CHARGES**
25 **FOR CALL TERMINATION, IF UNION'S PROPOSAL WERE ACCEPTED?**

26 **A.** No. This subject is entirely ignored in their testimony.

27 **Q. DOES QWEST HAVE A PROPOSED NETWORK CONFIGURATION SOLUTION**
28 **TO MEET THE NEEDS OF TRAFFIC EXCHANGE AND ALSO ENABLE**
29 **ACCURATE BILLING?**

30 **A.** Yes. Please see Exhibit AMC- 1R.1 for a diagram of a network configuration solution that
31 Qwest has been willing to negotiate with Union. In Qwest's proposal, Union would
32 designate a separate trunk group for its wireless traffic. These trunks may all be on the
33 same InterOffice Facilities between the Union and Qwest networks. Union would also
34 need to designate a point of interconnection ("POI") along this trunk group within Qwest's
35 local serving area.

36 **Q. WOULD THIS QWEST PROPOSED NETWORK CONFIGURATION REQUIRE**
37 **SIGNIFICANT INVESTMENT BY UNION?**

38 **A.** No. The facilities that are already in place can be used and the trunk groups would be
39 designated as ILEC or wireless. This designation does not require a build out of network
40 facilities by Union to accomplish traffic separation. The POI, in a Qwest local serving
41 area, can be established simply by connecting at a cross connect frame. This configuration
42 does not require additional switching equipment investment.

43 **Q. WOULD THE PARTIES BE ABLE TO DETERMINE THE APPROPRIATE CALL**
44 **TERMINATION CHARGES UNDER THE TYPE 2 FORM OF**
45 **INTERCONNECTION PROPOSED BY QWEST?**

46 **A.** Yes. Under FCC regulations, reciprocal compensation charges, not access charges, apply
47 to calls that are placed and received within the same "Major Trading Area" ("MTA").¹
48 MTAs are much larger than wireline local calling areas, and are the geographic areas used
49 to determine whether a wireless call is "local" and subject to reciprocal compensation. In
50 Qwest's proposal, the trunk group used in a Type 2 arrangement would carry only wireless
51 calls (i.e., calls to or from a wireless device) while the wireline trunk group would carry the
52 wireline calls. This enables the parties to ensure that reciprocal compensation, not access
53 charges apply to wireless calls that are placed and received within the same MTA and that
54 access charges apply to non-local wireline calls only.

¹ See *Implementation of the Local Competition Provisions in the Telecommunications Act of 1996*, 11 FCC Rec. 15499 (FCC 1996), at ¶ 1036 ("Local Competition Order"); *Id.* at ¶ 1043.

55 **Q. ARE YOU SAYING THAT IT IS NEVER APPROPRIATE TO USE THE SAME**
56 **TRUNKS TO DELIVER BOTH WIRELINE AND WIRELESS TRAFFIC?**

57 **A.** No. For example, as described in more detail in the accompanying testimony of my
58 colleague, Robert Weinstein, Qwest provides transiting for many wireless carriers (in
59 addition to CLECs and small ILECs). By "transiting," I mean that calls placed by the end-
60 user customers of a wireless carrier to the end-user customers of third-party carriers are
61 delivered by the wireless carrier to Qwest, which then delivers the call to the terminating
62 LEC. Wireless transit traffic is delivered to the terminating LEC over the same trunks over
63 which Qwest delivers wireline calls placed by Qwest's end-user customers. Transiting
64 helps wireless carriers and small LECs reduce costs by enabling them to avoid having to
65 build out their networks to interconnect directly with every other carrier.

66 **Q. BUT DOESN'T QWEST'S USE OF THE SAME TRUNKS TO DELIVER TO THE**
67 **TERMINATING CARRIER BOTH WIRELINE TRAFFIC AND WIRELESS**
68 **TRANSIT TRAFFIC RAISE THE SAME CONCERN AS UNION'S PROPOSAL**
69 **WITH REGARD TO THE DETERMINATION OF THE APPROPRIATE**
70 **CHARGES FOR CALL TERMINATION?**

71 **A.** No. Qwest compiles and makes available to other carriers, including the terminating LECs,
72 records that distinguish between wireline and wireless traffic. These records enable the
73 terminating carriers to determine and bill the appropriate charges, and enable the invoiced
74 carriers to verify that they have been billed the appropriate charges. Qwest's transit records
75 comply with standards adopted by the Alliance For Telecommunications Industry

76 Standards, the national standards body of the U.S, Ordering and Billing Forum for the
77 Exchange Message Interface.

78 **Q. HAS UNION DEMONSTRATED THAT IT HAS THE CAPABILITY TO**
79 **PROVIDE, OR EVEN OFFERED TO PROVIDE, SIMILAR RECORDS**
80 **DISTINGUISHING, FOR BILLING PURPOSES, BETWEEN WIRELINE AND**
81 **WIRELESS TRAFFIC THAT, UNDER ITS PROPOSAL, WOULD BE**
82 **TRANSPORTED OVER THE SAME TRUNKS?**

83 **A.** No.

84 **Q. HAS UNION CELLULAR SUGGESTED ANY OTHER MEANS BY WHICH,**
85 **UNDER ITS PROPOSAL, IT COULD OR WOULD DISTINGUISH BETWEEN**
86 **WIRELINE AND WIRELESS TRAFFIC FOR THE PURPOSE OF**
87 **DETERMINING THE APPROPRIATE CHARGES FOR CALL TERMINATION?**

88 **A.** No.

89 **Q. WOULD UNION'S PROPOSAL, IF ACCEPTED BY THE COMMISSION; HAVE**
90 **AN ADVERSE IMPACT ON ANY CARRIERS IN ADDITION TO QWEST?**

91 **A.** Yes. Transit traffic includes calls between the end-user customers of Union Cellular and
92 third-party carriers, including other CMRS carriers, CLECs and small wireline ILECs. The
93 third-party carriers often use Qwest's transit records to determine their charges for call
94 termination, or to verify that the terminating carrier has charged them the appropriate
95 termination charges. Under Union Cellular's proposal, however, Qwest would not be able

96 to prepare and provide to other carriers transit records distinguishing between Union
97 Cellular's wireless traffic, and Union Telephone Company's ILEC wireline traffic.

98 **Q. DOES THE LANGUAGE THAT UNION PROPOSED IN ITS MATRIX SUPPORT**
99 **ITS POSITION?**

100 **A.** No. Union is suggesting the removal from the agreement of all reference to Type 2
101 interconnection, and all reference to Wireless Service Providers notwithstanding the fact
102 that this agreement is with Union Cellular for wireless traffic. Union offers no reasons for
103 the changes it has proposed.

104 **Q. DID UNION'S WITNESSES ADDRESS QWEST'S PROPOSED TYPE 2**
105 **INTERCONNECTION AGREEMENT IN THEIR TESTIMONY?**

106 **A.** No, neither Mr. James Woody nor Mr. Alan Hinman addressed the Type 2 issue.
107 Mr. Woody criticized the Interconnection Agreement proposed by Qwest in vague and
108 general terms. Mr. Hinman did not address Type 2 interconnection at all. In the issues
109 matrix that was attached to Union's testimony, Union proposes that the reference in the
110 agreement to "Type" be removed. But Union offers no specific criticism of the Type 2
111 form of interconnection, no reason why the Type 2 form of interconnection should be
112 rejected by the Commission, and no reason why Union's proposed interconnection
113 arrangement should be adopted instead of Qwest's proposed Type 2 Interconnection
114 Agreement.

115 **Q. IS UNION'S REMOVAL OF THE TYPE 2 REFERENCE FROM THE**

116 **AGREEMENT APPROPRIATE?**

117 **A.** No. Qwest is seeking a Type 2 Interconnection Agreement with Union Cellular for the
118 transport of wireless traffic between the two companies. As explained in my prior
119 testimony, the Type 2 form of interconnection is the standard form of interconnection
120 between wireless and wireline carriers nationwide and in Utah. Union Telephone
121 Company is requesting that all contractual documents reflect only the name Union and not
122 Union Cellular. With the removal of any reference to Wireless Service Provider or Union
123 Cellular from the proposed Interconnection Agreement, Union suggests that there is no
124 difference between wireline and wireless traffic. That is simply not true. Different
125 regulations govern compensation for call termination for wireless and wireline traffic.

126 **B. POINT OF INTERCONNECTION (POI)**
127 **LOCATION**

128 **Q. WHAT LANGUAGE HAS UNION PROPOSED IN REGARDS TO THE**

129 **LOCATION OF THE POI?**

130 **A.** Union changed and added language in Section 4.68 of the proposed Interconnection
131 Agreement to read: "The POI must be established at any technically feasible location
132 selected by Union in Qwest territory in the LATA. The Parties may agree to a POI other
133 than in Qwest territory that is technically feasible".

134 **Q. DOES THE LANGUAGE THAT UNION IS PROPOSING MEET THE EXISTING**
135 **LAWS AND RULES GOVERNING ILEC'S, LIKE QWEST IN THIS INSTANCE?**

136 **A.** No. Requiring the location of the POI to be within Qwest's local serving area ensures that
137 the parties are in compliance with the Act and the FCC rules. Section 251(c)(2)(B) of the
138 1996 Telecommunications Act requires interconnection "at any technically feasible point
139 within the carrier's network". The POI mutually agreed upon and established with Union
140 Cellular must be within the LATA and within the network in Qwest's local serving
141 territory. It may not be located outside of Qwest's serving territory as Union Cellular
142 seems to be advocating.

143 **Q. WHERE ARE THE WIRELESS CUSTOMERS TO WHOM UNION CELLULAR IS**
144 **PROVIDING SERVICE IN UTAH?**

145 **A.** Union has NPA-NXX's assigned in the LERG for its wireless customers in the local calling
146 areas in Utah of Logan, Vernal, Duchesne, Manila, Christmas Meadows, Dutch John,
147 Greendale and Garden City and other cities within Utah that are within Qwest's local
148 serving area. Therefore, Union Cellular is serving customers located within Qwest's local
149 serving territory and it is thus inappropriate for Union Cellular to expect or require Qwest
150 to build facilities into Wyoming for exchange of traffic with these customers.

151 **III. CONCLUSION**

152 **Q. DO YOU HAVE ANY CLOSING THOUGHTS?**

153 **A.** Yes. Union Cellular's direct testimony did not address most of the issues in dispute. Both
154 my direct and rebuttal testimony support Qwest's proposed Type 2 Interconnection

155 Agreement and demonstrate the lack of support for Union's proposed changes to it. The
156 Commission should adopt Qwest's proposed language and reject Union Cellular's proposed
157 changes.