

BEFORE THE PUBLIC UTILITIES COMMISSION

OF THE STATE OF UTAH

In the matter of the petition)
by Autotel for arbitration of)
an interconnection agreement)
with Qwest pursuant to)
Section 252(b) of the)
Telecommunications Act)

Docket No. 03-049-19

**Direct Testimony of
Richard L. Oberdorfer
On Behalf of Autotel**

I. IDENTIFICATION OF WITNESS

Q. PLEASE STATE YOUR NAME AND OCCUPATION.

A. My name is Richard L. Oberdorfer. I own two small telecommunications companies, Western Radio Services Co., Inc. which has provided CMRS service in Oregon since 1978 and Autotel which has provided CMRS service in Nevada since 1994.

Q. PLEASE REVIEW YOUR EDUCATION, WORK EXPERIENCE, PRESENT RESPONSIBILITIES.

A. After completing high school in Washington DC, I joined the United States Air force in 1966 and was trained and employed in the field of aircraft radio repair. I entered the land mobile field in 1970 when I went to work for a CMRS company in Dallas Texas. For the next eight years, I worked for either land mobile service companies that installed and maintained CMRS and public safety communications systems or for local governments and a small family owned independent telephone company with their own systems. After starting my own CMRS company in 1978, I continued to install and maintain CMRS and telephone maintenance radio systems for Continental Telephone, Colton Telephone, United Telephone and Qwest (formerly Pacific Northwest Bell and US West). For the past 25 years my responsibilities include obtaining FCC licenses and building permits, constructing towers and equipment buildings, and installing and maintaining CMRS switching and base station equipment. During the past five years I have found myself spending more time negotiating interconnection agreements.

II. INTRODUCTION

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

- A.** The purpose of my testimony is to inform the Arbitrator of my knowledge and experience concerning some of the issues raised by the parties during the negotiations and correct the background information presented by Qwest. Qwest in its Response has misrepresented the history of the negotiations and the manner in which a small CMRS carrier interconnects with an incumbent local exchange carrier.

III. HISTORY OF NEGOTIATIONS

Q. WHEN DID YOUR NEGOTIATIONS WITH QWEST BEGIN?

- A.** I first participated in negotiations with PNB around 1982. PNB had terminated its contract with Western Radio and was attempting to unilaterally impose access charges on its CMRS competitors in Oregon (but of course not its own CMRS operations). PNB was not the only RBOC attempting to impose access charges on CMRS carriers and complaints were filed with the FCC. The FCC ordered that access charges should not apply to CMRS-LEC interconnection because CMRS carriers predominately provided local service.

Q. WHAT WAS THE OUTCOME OF THE NEGOTIATIONS?

- A.** PNB negotiated interconnection agreements with all the other CMRS companies represented at the negotiation meetings that I attended. Unfortunately, all that the other companies were concerned about was the rates they paid to PNB for PNB facilities used for terminating PNB traffic on their one way paging networks. The negotiated agreement had no provision for terminating CMRS traffic on PNB's network.

Q. DID PNB EVER NEGOTIATE WITH YOU INDIVIDUALLY?

- A.** PNB finally asked what I wanted in an interconnection agreement after I repeatedly refused to sign the agreement PNB negotiated with the paging carriers. I told Ms. Himrich that the interconnection agreement should be based on sharing the cost of the interconnection facility and exchanging traffic without charge. She called back about a week later and informed me that PNB would not agree to those terms because Western Radio was a competitor of PNB. Later, I became aware that PNB had negotiated agreements with other CMRS carriers (including its affiliate) at lower rates than those charged to my company. These other carriers were obtaining digital and fiber interconnections to PNB tandems while Western

Radio was restricted to interconnect to PNB end offices using a copper pair for each trunk. I requested an interconnection agreement on the same terms and conditions that PNB offered to the other CMRS carriers. PNB's response was to file a tariff which only applied to my company (the one without the contract) and to cancel pending interconnection orders.

Q. IS YOUR COMPANY IN OREGON A PAGING COMPANY?

A. Western Radio's network and its interconnection with Qwest and its predecessors is and has always been two way.

Q. IN DECEMBER OF 2001 DID YOU EXPAND THE INTERCONNECTION NEGOTIATIONS TO COVER UTAH?

A. In the middle of the negotiations with Qwest, I informed Qwest's negotiator that my Nevada company was in the process of obtaining a FCC license to service Southern Utah. I also informed him that, due to my lack of resources to pursue arbitration in two states at the same time and the fact that my Oregon company already had interconnection, I would be pursuing the agreement in Utah first. Qwest's negotiator informed me if I filed for arbitration in Utah without first submitting a state specific request and waiting the full 135 days, Qwest would file a Motion to dismiss with the Utah Commission.

Q. WHY DID IT TAKE ANOTHER YEAR TO SUBMIT THE PETITION FOR ARBITRATION?

A. Qwest's negotiator and I had first attempted to negotiate an agreement using Qwest's standard interconnection agreement. When we got to the point in the negotiations where I had requested about 70 changes which Qwest had refused to make, I rejected the Qwest agreement and proposed my own. Qwest refused to negotiate the agreement that I proposed and informed me that if I submitted a non Qwest interconnection agreement in a Petition for Arbitration I would suffer no end of litigation before the Utah Commission. The impasse was eventually resolved when I chose to adopt most of the terms and conditions in an existing agreement between Qwest and AT&T Wireless

IV. TYPE 1 INTERCONNECTION

Q. HOW DOES YOUR OREGON COMPANY PRESENTLY INTERCONNECT WITH QWEST?

A. Western Radio presently has two Type 1 interconnections to the same Qwest end office at Bend Oregon which is the largest town in our CMRS coverage area.

- Q. HOW MANY INCUMBENT LOCAL CALLING AREAS DOES THE CMRS NETWORK COVER?**
- A.** That CMRS network covers 15 thousand square miles which presently includes 5 incumbent local calling areas. In the past, the number has been as high as 13. In recent years the Oregon Commission has expanded Qwest's and CenturyTel's EAS area which has reduced the number of local calling areas.
- Q. HAVE YOU OR YOUR CUSTOMERS EVER EXPERIENCED TROUBLE PLACING OR RECEIVING CALLS THROUGH THE CMRS NETWORK INTERCONNECTION WITH QWEST?**
- A.** Only when Qwest's cable to Portland gets cut. When this happens Qwest's landline service is affected in the same way as Western Radio's CMRS service. Occasionally you will get fast busy on IXC handled calls but that happens on my Qwest supplied office phone as well. As long as I am within the CMRS coverage area, I can place and receive calls on a CMRS phone in the same manner as I do with the Qwest supplied office phone that is connected to the same central office.
- Q. HAS QWEST EVER BEEN ASKED BY YOU TO MODIFY ITS NETWORK OR ROUTE PORTED CALLS OUTSIDE ITS LOCAL CALLING AREA?**
- A.** I have never made such a request. I am also confident that the Oregon Commission has never considered my company's network in expanding Qwest's EAS area. I have never taken the position that Qwest would have to change its local calling area to accommodate interconnection with either of my companies or route ported calls to another Qwest local calling area
- Q. WHAT KIND OF SIGNALING IS USED ON THE QWEST SUPPLIED INTERCONNECTION FACILITIES?**
- A.** For mobile to land calls DTMF signaling is presently used although in the past we have used pulse signaling. For land to mobile calls, both pulse and DTMF are used. We use both wink and immediate start with either 3 or 7 digit feed.
- Q. WHERE ELSE HAVE YOU INSTALLED TYPE 1 INTERCONNECTION FACILITIES?**
- A.** I have installed Type 1 CMRS switches to a Qwest office at Burns Oregon which now belongs to CenturyTel, a SBC office at Pahrump Nevada, and Sprint offices at Las Vegas and Boulder City Nevada.

Q. HAVE YOU EVER USED MF SIGNALING TO INTERCONNECT A CMRS TYPE 1 SWITCH TO AN INCUMBENT'S OFFICE?

A. I have never used MF signaling before. All the Type 1 interconnections I have worked with have used pulse or DTMF signaling.

Q. HAVE ANY OF THE INCUMBENTS WITH WHICH YOUR COMPANIES INTERCONNECT EVER BEEN UNABLE TO ROUTE TYPE 1 CALLS TO YOUR CUSTOMERS BECAUSE YOUR SWITCHES WERE NOT INTERCONNECTED IN EACH OF THE INCUMBENT'S LOCAL CALLING AREA?

A. I have never been aware of any routing problems. All the incumbent's networks route traffic to the CMRS switch with the same ease they route traffic to their own end users.

V. MID-SPAN MEET INTERCONNECTION

Q. HOW MANY MID-SPAN MEET INTERCONNECTION FACILITIES HAVE YOU INSTALLED WITH QWEST?

A. I have installed four mid-span meet interconnection facilities with Qwest, three using radio and one using cable.

Q. WAS THERE ANY DIFFERENCE BETWEEN THE QWEST PROVIDED INTERCONNECTION FACILITIES THAT WERE MID-SPAN MEET AND THOSE THAT WERE NOT?

A. There was no difference. The ordering procedure was the same. The Qwest technician installed the same network interface device and made the same acceptance tests.

Q. HAVE YOU EVER NEGOTIATED A MID-SPAN MEET POINT WITH QWEST?

A. Yes. I once obtained a price from Qwest and another carrier for an interoffice facility. The other carrier's price was substantially lower but at one end their point of connection was about 400 feet away. Qwest had facilities between the two points but Qwest refused to provide the facility to complete the mid-span meet. I had to hire a contractor and place my own cable to connect with the third party carrier. This is the Qwest style of negotiation I hope to avoid in the future by having appropriate terms and conditions in the interconnection agreement.

Q. SHOULD A WIRELESS CARRIER HAVE UNILATERAL CHOICE AS TO THE POI LOCATION?

A. The wireless carrier does not have unilateral choice as to the POI location. The POI must be within the territory of the incumbent or where the incumbent already has facilities unless otherwise agreed to by the incumbent.

Q. IS HAVING A POI LOCATION APPROXIMATELY NEAR THE CENTER OF THE SPAN IMPORTANT?

A. It would be unusual for a wireless carrier to meet with Qwest for interconnection by any means other than radio. The cost of a microwave interconnection facility varies little whether the distance is 4 or 40 miles. The wireless carrier would be likely to locate the POI as close to Qwest's wire center as possible to avoid transmission losses and for increased reliability. If Qwest would prefer to share the total cost of meet point interconnection facilities instead of each party building to meet point, it should make such a proposal before the agreement is finalized.

VI. SUMMARY

It is technically feasible for a CMRS carrier to interconnect with Qwest at a single end office using Type 1 interconnection and for Qwest to properly route the exchange and exchange access traffic. It is also technically feasible to exchange traffic using pulse and DTMF signaling when using Type 1 interconnections. Unless Qwest is willing to share the total cost of mid-span meet point interconnection facilities, there is no difference in installing a meet point facility or a Qwest only facility and therefore no additional negotiation is necessary. The time for negotiating terms and conditions in an interconnection agreement is before the agreement is submitted to the Commission for approval, not after.

VII. CONCLUSION

Q. DOES THIS CONCLUDE YOUR TESTIMONY?

A. Yes, it does.