

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.

**PETITION FOR ARBITRATION**

Pursuant to Section 252(B) of the Telecommunications Act of 1996, 47 U.S.C. 252(b), Autotel requests arbitration by the Commission of an interconnection agreement between Autotel and Qwest. In support of this petition Autotel submits the following information:

1. Autotel is authorized by the Federal Communications Commission to provide Commercial Mobile Radio Service within the State of Utah. Autotel's address and telephone number are as follows:

Autotel  
114 North East Penn Avenue  
Bend, Oregon 97701  
(541) 389-5286 Voice  
(541) 389-9856 Fax  
oberdorfer@earthlink.net E-mail

2. The entity with which Autotel has been negotiation the interconnection arrangements to which this petition relates is Qwest.

3. This petition seeks the resolution of the following issues which have been raised by the parties in the negotiation process and the approval of an agreement in accordance with 47 USC 252.

**Issue 1:** Is Qwest required to transport and terminate telephone exchange traffic and exchange access traffic delivered to a tandem by Autotel to another tandem?

**Qwest Position:** Qwest has configured its network to separate local (local) and toll (access) traffic using different tandems. Qwest has no inter-tandem trunking between the access tandems or the local and access tandems.

**Autotel Position:** 51.305 Qwest is specifically required to interconnect at the trunk interconnection points of a tandem switch for the transmission and routing of telephone exchange traffic, exchange access, or both. Qwest will have to configure its network to comply with the regulation.

**Issue 2:** Can Qwest refuse to provide the facilities and equipment used for interconnection, access to unbundled network elements and the exchange of traffic? If so, under what conditions.

**Qwest Position:** If Qwest's existing network facilities are at capacity, Qwest may refuse to modify its network as long as it does not discriminate among carriers or in the case of dedicated transport, the facility is longer than 50 miles.

**Autotel Position:** 251(c)(2)&(3) Qwest is required to provide the facilities and equipment for interconnection for the transmission and routing of telephone exchange service, exchange access and for network access to unbundled elements. Qwest can not avoid these obligations by agreeing not to discriminate between carriers. Nor does Qwest's obligations to provide dedicated transport end at 50 miles. Qwest must modify its existing network facilities at its expense to accommodate the requests of competitors such as Autotel.

**Issue 3:** Is Autotel required to accept from Qwest, reciprocal compensation only in the form of a credit?

**Qwest Position:** Qwest insists on a "Reciprocal Compensation Credit" method of reciprocal compensation. Qwest proposes to compensate Autotel by giving a credit to Autotel on Qwest's bill to Autotel.

**Autotel Position:** 51.703 Qwest is required to establish reciprocal compensation arrangements for the transport and termination of telecommunications traffic with Autotel. Under Qwest's credit method, Autotel would only be compensated if Qwest's billing to Autotel was greater than Autotel's billing to Qwest. Autotel needs to be able to bill Qwest so it may receive the compensation it is entitled to.

**Issue 4:** Is Qwest required to combine unbundled network elements so that Autotel may use the elements to provide a telecommunication service?

**Qwest Position:** Qwest is not required to combine UNE's. Autotel may combine the UNE's it purchases from Qwest by collocating in each office that Autotel intends to access the UNE's. Autotel would be required to enter into a separate collocation amendment and a separate UNE amendment that would require collocation.

**Autotel Position:** 251(c)(3), 51.309(a), 51.315, 51.321 It is technically feasible for Qwest to combine loops and dedicated transport at the serving wire center and for Autotel to access unbundled network elements in the same manor that it interconnects with Qwest. Qwest is required to combine the elements requested by Autotel and allow Autotel to access those elements at any technically feasible location.

**Issue 5:** Does the point of interconnection and the facilities used in a mid-span meet interconnection arrangement required further negotiations with Qwest before Qwest processes Autotel's request for facilities?

**Qwest Position:** Yes

**Autotel Position:** 251(c)(2)(B), 51.305, 51.321, 51.301(a) A mid-span meet is a technically feasible point to interconnect with Qwest's network. Qwest would provide the same interconnection facility with the same NID to a location whether it is a place for an Autotel switch or a mid-span meet. The ordering procedure should not have to be any different. The issue of how Autotel's interconnection facility orders for mid-span meets will be processed is properly before the Commission at this time.

**Issue 6:** When using Type 1 interconnection, is Autotel required to interconnect to a Qwest end office in each of Qwest's local calling areas where Autotel provides service?

**Qwest Position:** This requirement is needed to implement local number portability.

**Autotel Position:** 251(c)(2)(B), 51.305, 51.701(b) Qwest is not specific on how issuing multiple numbers to a Autotel customer will implement LNP better than issuing only one number. Autotel is not aware of any Type 1 CMRS switch that is capable of delivering traffic to more than one end office. It is technically feasible to interconnect to only one end office and for Qwest to transport and terminate calls to and from another end office in a different Qwest local calling area. The local calling areas of a CMRS carrier and a LEC are different. Autotel does not have to conform its local calling area to Qwest's.

**Issue 7:** When using Type 1 interconnection, is Qwest required to provide any technically feasible type of signaling requested by Autotel? If not, how does Autotel obtain the proper signaling so that Autotel's equipment will be able to interconnect with a Qwest end office?

**Qwest Position:** Qwest only offers inband multifrequency (MF) wink start signaling with Type 1 interconnection. Other types of signaling requested by Autotel must go through a BFR process.

**Autotel Position:** 251(c)(2)(C), 51.305, 51.301(a) Most Type 1 CMRS switches, including those already owned by Autotel, are not capable of using MF signaling. The kind of signaling used by most Type 1 CMRS switches is pulse and DTMF. Qwest offers pulse and DTMF signaling to its own end users. Type 1 interconnection using pulse and DTMF is technically feasible.

Qwest is required to negotiate in good faith the terms and conditions for interconnection. This issue is properly before the Commission at this time. Autotel does not have to agree to a process that is different than Section 252.

**Issue 8:** What is non-local traffic for LEC/CMRS interconnection?

**Qwest Position:** Autotel to Qwest non-local traffic is InterMTA, Roaming, Jointly Provided Switched Access Traffic. Qwest to Autotel traffic is InterMTA, Roaming, all InterLATA traffic, and all traffic carried by an IXC.

**Autotel Position:** 51.701, A call, which at the beginning of the call, originates and terminates in different MTAs is non-local traffic.

**Issue 9:** How should the construction of new facilities be handled?

**Qwest Position:** Qwest would engineer and quote the job. Autotel would be responsible for 100% of the costs.

**Autotel Position:** 51.305 The Parties would jointly engineer the job. Both would quote the job. The Party with the lowest cost would be responsible for the work. Qwest would be responsible for 50% of the cost or the cost to the exchange boundary, whichever is less. Autotel would be responsible for 50% of the cost or the cost to the exchange boundary, whichever is greater.

Attached as Exhibit A is a copy of the Party's agreement concerning the start of negotiations.

Attached as Exhibit B is a copy of the draft agreement. The draft agreement contains terms and conditions negotiated by the Parties and Autotel's proposed language for the disputed issues.

Respectfully Submitted, this 5th day of March 2003,

Richard L. Oberdorfer