

UBET Bresnan Issues List

Issue Number	Paragraph Number	UBET	Bresnan
1	Interconnection Attachment Section 3.1	<p><i>UBET's position is that there is no requirement for an indirect connection therefore Section 3.1 would be deleted.</i></p> <p><i>If the Commission determines that Interconnection is required the proper wording of the section would be as follows:</i></p> <p>3.1 Indirect Interconnection</p> <p>3.1.1 Unless otherwise mutually agreed, the Parties shall initially employ Indirect Interconnection between their networks for purposes of exchanging Local, EAS and ISP-Bound Traffic between Bresnan End User Customers located in the Exchange Areas listed in Exhibit 1, attached hereto, and UBET End User Customers.</p> <p>3.1.2 Such Indirect Interconnection shall be effected through the tandem switch of a 3rd party to which both Parties are interconnected for the exchange of local traffic.</p> <p>3.1.3 Each Party shall be solely responsible for all connectivity between its network and a POI inside the UBET service area. Each Party shall be responsible for paying any transiting charges billed by the 3rd party tandem provider on its side of the POI.</p> <p>3.1.4 With regard to compensation between the Parties, Local, EAS and ISP-Bound Traffic exchanged via Indirect Interconnection as specified herein, shall be subject to Traffic Termination Compensation as set forth in Section 4.2, as if</p>	<p><i>Bresnan's position is that indirect interconnection is required and should be included with each Party paying transiting charges on its own originating traffic, as follows:</i></p> <p>3.1 Indirect Interconnection</p> <p>3.1.1 Unless otherwise mutually agreed, the Parties shall initially employ Indirect Interconnection between their networks for purposes of exchanging Local, EAS and ISP-Bound Traffic between Bresnan End User Customers located in the Exchange Areas listed in Exhibit 1, attached hereto, and UBET End User Customers.</p> <p>3.1.2 Such Indirect Interconnection shall be effected through the tandem switch of a 3rd party to which both Parties are interconnected.</p> <p>3.1.3 Each Party shall be solely responsible for all connectivity between its network and the 3rd party tandem switch. Each Party shall be responsible for paying any transiting charges which the 3rd party tandem provider may impose on traffic originated by that Party.</p> <p>3.1.4 With regard to compensation between the Parties, Local, EAS and ISP-Bound Traffic exchanged via Indirect Interconnection as specified herein, shall be subject to Traffic Termination Compensation as set forth in Section 4.2, as if such traffic had been exchanged at a designated Direct Interconnection POI. No other charges between the Parties</p>

		<p>such traffic had been exchanged at a designated Direct Interconnection POI. No other charges between the Parties shall apply with respect to Indirect Interconnection.</p> <p>3.1.5 The originating Party shall supply the terminating Party, at no charge to the terminating Party with Call Detail Records (CDR) billing records which include Record ID, Date of Call, CdPN, CPN, CIC (applicable), Time of Call, Elapsed Minutes, Elapsed Seconds, and valid OCN for all indirectly routed traffic.</p> <p>3.1.6 Unless otherwise mutually agreed, the Parties shall implement Direct Interconnection when the two-way aggregate Local, EAS and ISP-Bound traffic volume between their respective End Office Switches exceeds 512 CCS in the busy hour. Upon verification by both Parties that such traffic volume has been achieved, or is projected to be achieved within 60 days, the Parties shall use their mutual best efforts to implement Direct Interconnection within 40 Business Days.</p>	<p>shall apply with respect to Indirect Interconnection.</p> <p>3.1.5 For all Local, EAS and ISP-Bound Traffic exchanged between the Parties via Indirect Interconnection, the originating Party shall supply to the terminating Party, at no charge to the terminating Party, call records which include: date of call, calling number, called number, call length, call time, CCD, CCT, CET, TNN, and CIC (where applicable).</p> <p>3.1.6 Unless otherwise mutually agreed, the Parties shall implement Direct Interconnection when the two-way aggregate Local, EAS and ISP-Bound Traffic volume between their respective switches exceeds 512 CCS in the busy hour for three (3) consecutive months. Upon verification by both Parties that such traffic volume has been achieved, or is projected to be achieved within 60 days, the Parties shall use their mutual best efforts to implement Direct Interconnection within 40 Business Days.</p>
2	<p>Interconnection Attachment Section 4.2.1</p>	<p><i>UBET's position is that reciprocal compensation shall be paid by the parties for traffic exchange pursuant to this agreement:</i></p> <p>The originating Party shall pay the minute of use intercarrier compensation rate listed in the Pricing Attachment for all traffic it originates.</p> <p><i>If the Commission requires UBET to bill and keep initially then UBET would proposed the following language:</i></p> <p>Bill-and-Keep for In-Balance Local Traffic and EAS Traffic: The Parties shall assume</p>	<p><i>Bresnan's position is that Bill & Keep should apply unless/until traffic is out-of-balance, pursuant to the following language:</i></p> <p>Bill-and-Keep for In-Balance Traffic: The Parties shall assume that Local Traffic, EAS Traffic and ISP-Bound Traffic between the Parties' respective networks is, in aggregate, roughly balanced unless traffic studies indicate otherwise. Accordingly, the Parties agree to employ a Bill-and-Keep Arrangement with respect to the transport and termination of Local, EAS and ISP-Bound Traffic exchanged at a designated POI, whereby no explicit charges or invoices for such traffic shall be</p>

		<p>that Local Traffic, EAS Traffic and ISP-Bound Traffic between the Parties' respective networks is, in aggregate, roughly balanced unless traffic studies indicate otherwise. Accordingly, the Parties agree to employ a Bill-and-Keep Arrangement with respect to the transport and termination of Local Traffic and EAS Traffic exchanged at a designated POI, whereby no explicit charges or invoices for such traffic shall be exchanged between the Parties.</p> <p>Reciprocal Compensation for Out-of-Balance Local Traffic and EAS Traffic: Either Party may initiate a traffic study no more frequently than once every six months. Such traffic study shall examine all Local Traffic and EAS Traffic. Should such traffic study indicate that either Party is terminating more than fifty five percent (55%) of the Parties' total minutes of aggregate Local Traffic and EAS Traffic, either Party may notify the other in writing that Reciprocal Compensation for the transport and termination of such traffic exchanged at a designated POI shall commence and following such notice it shall begin and continue for as long as this Agreement remains in effect unless otherwise agreed. Pursuant to Reciprocal Compensation, the originating Party shall pay the minute of use intercarrier compensation rate listed in the Pricing Attachment for all traffic it originates.</p>	<p>exchanged between the Parties.</p> <p>Reciprocal Compensation for Out-of-Balance Traffic: Either Party may initiate a traffic study no more frequently than once every six months. Such traffic study shall examine all Local, EAS and ISP-Bound Traffic. Should such traffic study indicate that either Party is terminating more than sixty percent (60%) of the Parties' total minutes of aggregate Local, EAS and ISP-Bound Traffic, either Party may notify the other in writing that Reciprocal Compensation for the transport and termination of such traffic exchanged at a designated POI shall commence and following such notice it shall begin and continue for as long as this Agreement remains in effect unless otherwise agreed. Pursuant to Reciprocal Compensation, the originating Party shall pay the minute of use intercarrier compensation rate listed in the Pricing Attachment for all Local, EAS and ISP-Bound Traffic it originates.</p> <p><i>Should the Commission determine that 60% is too high a threshold for moving off Bill & Keep, Bresnan has offered alternative language providing for a 55% threshold.</i></p>
3	Interconnection Attachment Section 4.2.2	<p>In addition to the intercarrier compensation rate, Bresnan shall pay a flat rate per line listed in the Pricing Attachment for EAS traffic for the additional EAS exchanges beyond Vernal. Both Parties shall follow the procedures in the UBET Procedures for the EAS billing.</p>	<p><i>Bresnan's position is that EAS Traffic should be compensated solely as Local Traffic, and that Section 4.2.2 should be deleted.</i></p> <p><i>However, should the Commission determine additional compensation should be paid on EAS traffic, Bresnan proposes that a per minute additive as follows:</i></p> <p>In addition to the intercarrier compensation</p>

			rate, Bresnan shall pay the per minute EAS additive listed in the Pricing Attachment for EAS traffic it terminates to UBET.
4	Pricing Attachment	Reciprocal Compensation \$0.010/MOU	<p><i>Bresnan's position is that absent any cost evidence provided by UBET in the record, the national proxy for Reciprocal Compensation should apply for all Local, EAS and ISP-Bound Traffic, as follows:</i></p> <p>Reciprocal Compensation \$0.0007 / MOU</p> <p><i>Should the Commission determine that a Utah-specific proxy should apply, Bresnan proposes the Qwest SGAT per-MOU termination rate, as follows:</i></p> <p>Reciprocal Compensation \$0.001798 / MOU</p> <p><i>Should the Commission determine that a UBET-specific rate should apply, Bresnan's position is that the absolute cap should be the rate contained in UBET's wireless interconnection agreements.</i></p> <p>Reciprocal Compensation \$0.01 / MOU</p>
5	Pricing Attachment	EAS Charge \$1.80 / Customer	<p><i>As noted above, Bresnan's position is that there should be no additive for termination of EAS traffic and no EAS additive should be listed in the pricing attachment.</i></p> <p>EAS Charge None</p> <p><i>Should the Commission decide an EAS additive should apply, Bresnan's position is that such charge should be calculated based on the Qwest SGAT rates for tandem transport (excluding tandem switching which is not present in UBET's network), as follows:</i></p> <p>EAS Charge \$0.0007913 / MOU</p> <p><i>Should the Commission determine that a UBET-specific proxy should apply,</i></p>

			<p><i>Bresnan's position is that the absolute cap should be the incremental EAS termination rate listed in UBET's various wireless interconnection agreements.</i></p> <p style="text-align: right;">EAS Charge \$0.002 / MOU</p>
6	General Terms and Conditions Section 36	<p>Nothing herein shall be construed to restrict or modify either Party's ability to file with the Utah Public Service Commission or any other appropriate agency or court to modify or terminate this Agreement based on a change to federal or state law including but not limited to a subsequent determination by the Federal Communications Commission, a Federal court, or a State court indicating that services, such as those provided by either Party are not eligible for interconnection or traffic exchange. Nothing herein shall be construed to restrict either party's right to appeal the Utah Public Service Commission's interim order dated November 17, 2008, and/or any order from the Commission entered hereafter.</p>	<p>Nothing herein shall be construed to restrict or modify either Party's ability to file with the Utah Public Service Commission or any other appropriate agency or court to modify or terminate this Agreement based on a change to federal or state law including but not limited to a subsequent determination by the Federal Communications Commission, a Federal court, or a State court indicating that services, such as those provided by either Party are not eligible for interconnection or traffic exchange.</p>