

**Qwest**

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**Alex M. Duarte**

Corporate Counsel- Oregon and Utah

June 30, 2009

Utah Public Service Commission  
Heber M. Wells Building  
160 East 300 South, 4th Floor  
Salt Lake City, Utah 84111

Re: Docket No. 08-2476-02- Qwest letter re UBTA motion for reconsideration

Dear Commissioners:

On June 18, 2009, Qwest submitted a letter to the Commission expressing its concerns relating to certain assumptions implicit in the Commission's May 21, 2009 Order ("Order") in the above-referenced docket. The contract language adopted in the Order permits Bresnan Broadband of Utah, LLC ("Bresnan") to interconnect with UBTA-UBET Communications, Inc. ("UBET") indirectly subject to certain limitations but does not require Qwest or any other particular carrier to facilitate indirect interconnection at any particular place.

On June 22, 2009, UBTA-UBET Communications, Inc. ("UBET") filed a Petition for Reconsideration and Rehearing ("UBET Petition") in which it cites Qwest's June 18, 2009 letter to support its petition. Qwest was not a party to the arbitration proceeding and takes no position on the issues of the arbitration. Qwest did not intend to take sides in the arbitration between Bresnan and UBET when it submitted the June 18, 2009 letter. Qwest's sole concern was with the assumptions in the Order that "indirect interconnection" could be accomplished through Qwest at Qwest's Provo Tandem.

Qwest and Bresnan have yet to complete an interconnection agreement in Utah, and thus no implementation of an agreement has occurred. Qwest has neither envisioned nor intended the use of its network to transit local calls between endpoints not located in Qwest's franchised service territory. As Qwest stated in its June 18th letter, if calls local in the UBET service territory were to be routed through Qwest's Provo tandem, they would not bill properly in Qwest's systems. However, if Bresnan were to request Qwest to provide a transiting service between endpoints not in its franchised service territory, this would have to be an issue for negotiation between Qwest and Bresnan on the interconnection agreement between them and subsequent implementation of that agreement. In addition, any agreement between Qwest and Bresnan on the one hand, or between Qwest and UBET on the other, would be negotiated and implemented separate and apart from this arbitration. Qwest, however, believed it important to

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state its concerns once it became aware of the assumptions made in the Commission's May 21, 2009 Order.

If the Commission has any questions about this letter, or the subject of this letter, please feel free to contact me.

Very truly yours,

Alex M. Duarte  
Qwest, Corporate Counsel- Utah  
Attorney for Qwest Corporation

cc Service list in Docket No. 08-2476-02  
Mr. Jerry Fenn  
Mr. Jim Farr