

February 17, 2009

**VIA OVERNIGHT MAIL**

Ms. Julie Orchard  
Commission Administrator  
Utah Public Service Commission  
Heber M. Wells Building, Fourth Floor  
160 East 300 South  
Salt Lake City, Utah 84111

RE: Wireless Interconnection and Reciprocal Compensation Agreement between  
Beehive Telephone Company, Inc. and T-Mobile USA, Inc. for the State of Utah

Dear Ms. Orchard:

Beehive Telephone Company, Inc. (“Beehive”) and T-Mobile USA, Inc. (“T-Mobile”) hereby submit for approval the enclosed “Wireless Interconnection and Reciprocal Compensation Agreement” (“Agreement”) for the exchange of and compensation for wireless, two-way traffic. This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is being submitted pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (“the Act”) and the requirements of Utah Code Ann. 54-8b-2.2(1)(d)(i).

Section 252(e)(2) of the Act directs that a state commission may reject an agreement reached through voluntary negotiations only if the commission finds that:

1. the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or,
2. the implementation of such agreement or portion is not consistent with the public interest, convenience and necessity.

Beehive and T-Mobile respectfully submit that the Agreement provides no basis for either of these findings. First, the Agreement does not discriminate against any other telecommunications carrier because Beehive has made the terms of the Agreement available to other carriers. Second, the Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of Utah, this Commission, the U.S. Congress and the Federal Communications Commission. The Agreement will enable T-Mobile to provide service to, and interconnect with, a greater number of telecommunications customers in Utah, thereby facilitating immediate competition in the wireless telecommunications market.

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Enclosed are the original and five (5) copies of the Agreement. We have also enclosed a sixth (6<sup>th</sup>) copy to be date-stamped and returned to us in the enclosed pre-addressed envelope.

An electronic copy of this letter and the enclosed Agreement has been sent via e-mail to Merrilee Livingston at [mlivingston@utah.gov](mailto:mlivingston@utah.gov) .

If you have any questions regarding this matter, please contact me by telephone at (512) 343-2544, by mail at 5929 Balcones Dr., Suite 200, Austin, Texas 78759, or by email at [dorothy.young@chrsolutions.com](mailto:dorothy.young@chrsolutions.com).

Sincerely,

Dorothy A. Young  
Authorized Representative  
Beehive Telephone Company, Inc.

DAY/pjf

Enclosures

cc: Mr. John D. Brewer, Beehive Telephone Company, Inc.  
Mr. Eric Pue, T-Mobile USA, Inc.