

Formal Complaint of Jayne May against
Frontier Communications

DOCKET NO.: 19-041-02

FRONTIER'S ANSWER TO FORMAL
COMPLAINT

Citizens Telecommunications Company of Utah d/b/a Frontier Communications of Utah (“Frontier”) hereby responds to the Public Service Commission of Utah’s (“Commission” or “PSC”) Notice of Filing and Comment Period, and states for its answer to the above-captioned formal complaint the following.

FACTS

1. On December 18, 2018, Frontier installed a new radio in the network to upgrade service, enhance reliability and expand broadband access to Castle Valley, Utah.
2. This upgrade included new hardware at the Bald Mesa radio site and in the Moab and Castle Valley central offices.
3. Frontier experienced technical challenges with the new radio network, resulting in intermittent service interruptions that caused frustration and concerns.
4. Frontier technicians conducted troubleshooting, implemented multiple software fixes, and made hardware adjustments but were unable to completely resolve the interruptions until March 21, 2019, when a faulty radio at Bald Mesa was replaced and the system stabilized. Frontier work in the field was impeded by severe snow and unsafe conditions that delayed repairs by limiting access to the radio equipment, which is installed in rugged terrain miles off a main highway.

5. Prior to March 21, crews tried to get to the location with a snow cat and the vehicle became stuck in the unusually large snow drifts and had to turn back. At times, as during the first two weeks of March 2019, snow drifts prevent even a tracked vehicle making it to the site.
6. The troubleshooting and resolution process for radio systems is by necessity methodical and is sometimes lengthy.
7. The technical challenges with this system are common to many radio networks deployed into underserved and unserved rural areas. In this instance, Bald Mesa is a particularly remote and rugged location, and wintertime access is often challenging, requiring the use of a tracked snow cat vehicle to conduct repair, maintenance, or upgrades.
8. Radio systems are also significantly more sensitive to weather interference than cable networks. Line-of-Sight microwave radio systems, such as the one deployed here, are subject to “rain fade” due to moisture in the atmosphere.¹
9. Frontier acknowledges that until the radio was replaced, customers suffered significant interruptions in service. Network availability during the period December 18, 2018 until the radio was replaced March 21, 2019 was estimated by local management at 50%.
10. Frontier will credit all customers served by this radio system an amount equal to the monthly charges for service those customers paid for December 2018, January 2019, February 2019, and March 2019. Because these credits will likely require

¹[https://en.wikipedia.org/wiki/Radio_propagation#Direct_modes_\(line-of-sight\)](https://en.wikipedia.org/wiki/Radio_propagation#Direct_modes_(line-of-sight))

manual intervention, it may take two to three billing cycles for those credits to post to customer accounts.

11. To the extent that any customers served by this radio system suffer significant outages during the month of April 2019 and beyond, Frontier will credit their account for those months as well.
12. Frontier continues to closely monitor and adjust the network to improve its quality of service.

CONTRACTUAL REQUIREMENTS AND AFFIRMATIVE DEFENSES

13. Frontier's tariffs and terms and conditions of service constitute the contract for service with the Complainant.
14. The Complainant accepted Frontier's terms and conditions of service by ordering and using Frontier services.
15. Frontier's terms and conditions of service specifically exclude other damages demanded by the Complainant.²
16. Frontier additionally requests that this complaint and any others concerning this particular radio network be dismissed as moot, now that repairs and replacements have restored stable service.

WHEREFORE, Frontier requests that the Commission dismiss this formal complaint for the reasons set out above.

² Id., Section 5.e.: "IN NO EVENT WILL FRONTIER OR ITS AFFILIATES BE LIABLE FOR ANY LOST PROFITS OR BUSINESS OPPORTUNITIES, OR FOR ANY OTHER SPECIAL, INDIRECT OR CONSEQUENTIAL DAMAGES, EVEN IF ADVISED OF THE POSSIBILITY THEREOF."

RESPECTFULLY SUBMITTED this 17th day of April 2019.

Citizens Telecommunications Company
of Utah d/b/a Frontier Communications of
Utah

Name of Party



Signature on Behalf of Party

George Baker Thomson, Jr.

Name of Signer

Associate General Counsel/Assistant
Secretary

Title of Signer

Law Department
1800 41st Street
Everett, WA 98203

Address of Signer

425.261.5844

Telephone Number for Signer

george.thomson@ftr.com

Designated Email for Party

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I CERTIFY that on April 17, 2019, a true and correct copy of the foregoing was served upon the following as indicated below:

By Electronic-Mail:

Jayne Dillon May (ejdillon@frontiernet.net)

Robin J. Toso-Condon (robin.j.toso-condon@ftr.com)

Leslie Zink (leslie.zink@ftr.com)

Frontier Communications of Utah

Patricia Schmid (pschmid@agutah.gov)

Justin Jetter (jjetter@agutah.gov)

Robert Moore (rmoore@agutah.gov)

Steven Snarr (stevensnarr@agutah.gov)

Assistant Utah Attorneys General

Erika Tedder (etedder@utah.gov)

Division of Public Utilities

By USPS First Class Mail:

Office of Consumer Services
160 East 300 South, 2nd Floor
Salt Lake City, UT 84111



Shannon Lipp
Legal Assistant