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IDAHO PUBLIC  
UTILITIES COMMISSION

**BEFORE THE IDAHO PUBLIC UTILITIES COMMISSION**

**CITIZENS OF SOLDIERS MEADOW AREA,**

**Complainants,**

**vs.**

**QWEST CORPORATION,**

**Respondent.**

Case No. GNR-T-04-02

**QWEST CORPORATION'S ANSWER TO  
COMPLAINT**

Qwest Corporation ("Qwest"), by and through its undersigned counsel, hereby answers the Complaint dated February 18, 2004, by Vlado and Vivian Maras and Herb and Trudy Weed ("Complainants") of Winchester, Idaho. Qwest requests that the Complaint be dismissed with prejudice.

**I. DISCUSSION**

The Complainants in effect request that the Commission order Qwest to serve Soldiers Meadow, a vacation area located outside of Qwest's service territory. Soldiers Meadow, is in

Nez Perce County and sits west of Qwest's Craigmont exchange and south of its Lapwai exchange. Soldiers Meadow is unserved and outside of any local exchange company's exchange territory in Idaho. The area is not incorporated, but does contain a man-made reservoir with a developed campground and boating facilities. It is noted for offering recreational opportunities for fisherman, boaters and hunters. Soldiers Meadow is extremely remote and is not reached by roads that are maintained during the winter. Qwest understands that, during the winter months, visitors can sometimes reach Soldiers Meadow only via snowmobile. The Complaint identifies a total of twelve "residents," although it is unclear from the addresses provided whether Soldiers Meadow is their primary residence since several list Lewiston, Clarkston or Cottonwood addresses in the Complaint.

Extending service to Soldiers Meadow would be extremely expensive, especially in light of the small number of people that reside or vacation there. Qwest estimates that it would cost, at minimum, \$180,000 to extend service to Soldiers Meadow. Qwest is not obligated to serve outside its territory by tariff or by law, and requiring Qwest to extend service outside its territory to serve this remote area would be unreasonable and contrary to the public interest.

**A. Qwest has no obligation to serve Soldiers Meadow.**

Qwest does not hold itself out to the public as offering service to Soldiers Meadow.

Qwest's tariff explicitly limits Qwest's service obligation to its service territory.

**A. Territory Served, Services Rendered, Rates and Rules and Regulations**

The Company renders exchange telephone service, toll telephone service and private line services and channels *throughout the territory served by it* and its connecting companies *as shown in its schedules, which include a description of the services furnished, and maps filed.*

Northern Idaho Exchange and Network Services Tariff, Section 1.1.A (emphasis added).

The service maps on file with the Commission<sup>1</sup> clearly indicate that the Soldiers Meadow area is outside of Qwest's service territory. This fact is not disputed by the Complainants, who themselves describe Soldiers Meadow as being in "no man's land" and ask that Qwest's service area boundary be changed. This is in contrast to Forest, Idaho, which is mentioned by the Complainants, but which is situated within the Craigmont exchange boundary.

Qwest does not offer service to Soldiers Meadow and cannot be compelled to do so because the area is not within its service territory. In this regard, the Idaho Supreme Court has definitively held that a utility cannot be compelled to enlarge or extend its facilities unless, among other things, "the extension or enlargement is within the scope of the original professed undertaking of the proprietor of the utility." *Murray v. Public Utilities Comm'n*, 27 Idaho 603, 623, 150 P. 47 (1915).

**B. A Commission order requiring Qwest to alter its service boundary would be unreasonable and contrary to the public interest.**

It is not in the public interest for the Commission to order a change to Qwest's exchange boundary based on the facts set forth in the Complaint. If the Commission did so, it would have the effect of making all existing local exchange company exchange boundaries meaningless with respect to how each company designs its network.

The telephone network is currently designed by each company based on its defined service area. In the present case, the boundaries have been in place since prior to 1913. If the Commission were to order a change to Qwest's boundary based on the Complaint, it would greatly affect Qwest's ability to plan for future network demands. Such an order would also restrict the Company's control over its costs and would impair its ability to efficiently conduct its business. Also, any compelled exchange boundary change presents the potential for yet further

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<sup>1</sup> See <http://www.puc.state.id.us/telecom/CITIES.pdf> or <http://www.puc.state.id.us/telecom/exchanges.pdf>

changes in response to future customers who locate even more remotely from Qwest's central office.

A network is designed from the central office out to the far end of the exchange. The design is based on the concept that it is efficient and economical to place larger size cables closer to the central office and taper the cables down to smaller cables the farther away from the central office. At the outermost end of the network design, small cables serving only a discreet number of customers are placed. This results in limited capacity at exchange boundaries. If Qwest has to unexpectedly extend into an area outside the exchange boundaries in most cases, there will not be a cable of sufficient size nearby to serve the unforecasted customer demand. When this happens, cable reinforcement is required farther back in the network to be able to provide sufficient capacity and cable size to handle the local customer base.

The reality is that construction dollars and personnel are finite resources. If carriers cannot determine what their boundaries are likely to be, carriers cannot efficiently plan and allocate resources to customers that are within their boundaries. Qwest does not intend to redesign its network in this way. Compelling Qwest to do so is neither reasonable nor in the public interest.

**C. Even if Soldiers Meadow were in Qwest's service territory, the expense of serving the area is prohibitive.**

Qwest's Commission-approved tariff and Idaho legal precedent establish that Qwest's obligation to serve does not extend to the Soldiers Meadow area. In addition, however, the practical effects of the network planning issues described above and the construction costs estimated for this particular extension also demonstrate that serving Soldiers Meadow is not reasonable or in the public interest.

Forest, Idaho is the nearest community served by Qwest. The residents there are served by only a 25 pair cable. That cable is nearly at capacity. This means that to serve Soldiers Meadow the cable would require reinforcement with a \$100,000 carrier system. In addition, Qwest estimates that it would cost approximately \$70,000 to \$80,000 in cabling costs to reach Soldiers Meadow. This latter estimate could prove to be very conservative given the amount of rock in the area. Building cable facilities through rock adds considerable expense. For instance, in placing the cable for the Forest area, Qwest incurred an additional \$50,332.00 expense, over estimates, because of the presence of rock along the cable route.

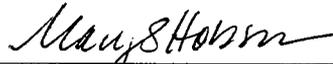
These cost estimates for the Soldiers Meadow area establish that building facilities to serve this remote area is cost prohibitive. These practical considerations combined with the fact that the area has never been included in Qwest's service territory demonstrate the necessity of denying the relief sought in the Complaint.

## II. CONCLUSION

Based on the foregoing, Qwest asks that the Commission deny the Complainants' request that Qwest's exchange boundary be altered to include Soldiers Meadow. Furthermore, Qwest respectfully requests the Commission to dismiss the Complaint with prejudice.

Submitted this 4<sup>th</sup> day of May, 2004.

Qwest Corporation



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Adam L. Sherr  
Qwest

*Attorneys for Qwest Corporation*

**CERTIFICATE OF SERVICE**

I hereby certify that on this 4<sup>th</sup> day of May, 2004, I served the foregoing **QWEST CORPORATION'S ANSWER TO COMPLAINT** upon all parties of record in this matter as follows:

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