

August 10, 2004

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IDAHO PUBLIC  
UTILITIES COMMISSION

Jean D. Jewell  
Idaho Public Utilities Commission  
472 West Washington Street  
P. O. Box 83720  
Boise, ID 83720-0074

Re: Docket #GNR-T-04-02  
Citizens of Soldiers Meadow Requesting Phone Service

Dear Ms. Jewell:

Please accept this letter as our **written objection** to Qwest's Motion to Dismiss and supporting Memorandum in Support of Motion to Dismiss.

Since the residents of Soldiers Meadow are not wealthy individuals and not a large corporation, we do not have an attorney to represent us. That is the primary reason we have requested a public hearing, an open forum. We would like to speak directly with the Commissioners about our request for service and have all of the discrepancies totally exposed and the questionable changes and backroom deals revealed.

In this official objection, we wish to only address Page 8 of Qwest's Memorandum in Support of Motion to Dismiss. A copy of that page is enclosed for convenience.

**1. Agreements were made with Qwest by Staff.**

"The Forest customers were always located with the exchange boundary and were subject to the prior Qwest tariff." There was an "accord" reached concerning the interpretation of that tariff and the tariff was then allowed to be changed. Why was this tariff allowed to be changed? Did someone just wake up and realize that this 1/2 mile extension credit was still allowed in the back country of northern Idaho? Why wasn't the boundary which was established prior to 1913 (in the back country of northern Idaho) changed as part of this "accord" changing the tariff? We speak of questionable changes and backroom deals.

Maybe it is "gross speculation" that we would have received phones but it certainly would not seem to be the negligence and injustice which we are experiencing now. Qwest would have objected to serving Soldiers Meadow and Forest if the boundary had been changed. How can that happen? It is the practice of the PUC to provide phone service to anyone requesting it in a service area. We were repeatedly told by PUC staff that it was "**All of you or None.**" PUC staff misled the residents of Soldiers Meadow by reiterating that this request would be considered in its entirety and then proceeded to make deals with Qwest to only provide service to Forest.

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**2. Does Qwest Dictate What the Idaho PUC Must Do?**

“Qwest would not have agreed with the Staff to service the customers in Forest had the agreement also involved an additional four miles of facilities to reach Soldiers Meadow.” Again, we ask how can this happen? We feel that Qwest’s construction costs are very inflated and not representative of the actual costs in northern Idaho. We realize that they are a for profit company but the product of that company is service. The PUC is the regulator of that service and the representative of the citizens of Idaho.

**3. The Commission Should Rectify this Unjust Mistake by PUC Staff.**

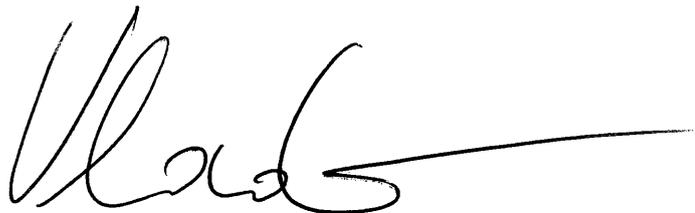
We are requesting a public hearing to reveal ALL of the circumstances of this request for service. We are asking the Commission for consideration and remedy of this fiasco. The citizens of Soldiers Meadow, Idaho, although a small number, should be treated with respect and with honesty in a straight forward manner.

Please confirm a public hearing date in Lewiston at your earliest convenience. Thank you.

Sincerely,

*Vivian Maras*

Vivian & Vlado Maras  
P. O. Box 280  
Winchester, ID 83555  
(208) 791-3570



Enc. (as noted)

CC: Governor Dirk Kempthorne (with copies)  
Commissioner Paul Kjellander  
Commissioner Marsha Smith  
Commissioner Dennis Hansen  
Senator Joe Stegner (with copies)  
Representative Mike Mitchell (with copies)  
Representative Mike Naccarato (with copies)  
Representative Chuck Cuddy (with copies)  
Nez Perce County Commission (with copies)

Meadow area. Even if the projected maximum number of 19 customers were to subscribe, and assuming the use of Qwest's 2003 ballpark estimate, each customer is facing a line extension charge of over \$7,800.<sup>4</sup>

Complainants have voiced frustration that customers in Forest were not required to pay line extension charges. It must be remembered, however, that the Forest customers were always located within the exchange boundary and were subject to the prior Qwest tariff that used a different formula for line extension cost recovery. Even so, Qwest and the Commission Staff reached an accord concerning the interpretation of that tariff as applied to the Forest customers. Had the Commission been required to construe the tariff in light of the actual costs of construction and the actual subscriber level achieved in Forest, it is not known whether the resulting precedent would have been favorable to Complainants in this case.

Thus, Complainants' belief that they would have received service without charge had the Commission acted to change the boundary at the time the Forest matter was resolved, is based on gross speculation. Certainly, Qwest would have opposed the boundary change then as it does now. And, Qwest would not have agreed with the Staff to serve the customers in Forest had the agreement also involved an additional four miles of facilities to reach Soldiers Meadow.

It is pointless, however, to speculate how differing results could be achieved if the facts were other than those presented. This Commission must apply the tariff and follow the precedent in place today. The clear conclusion from that process is that changing the Qwest boundary will not benefit the Complainants but will establish a bad precedent for the orderly and efficient development of the network.

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<sup>4</sup> As noted above, the \$180,000 estimate is believed by Qwest to be significantly understated. Qwest reserves the right to recalculate this amount (and to charge customers accordingly) based on a thorough engineering analysis of providing service to Soldiers Meadow.