

McDowell & Rackner PC



LISA F. RACKNER
Direct (503) 595-3925
lisa@mcd-law.com

June 1, 2007

VIA ELECTRONIC FILING

PUC Filing Center
Public Utility Commission of Oregon
PO Box 2148
Salem, OR 97308-2148

Re: Docket No. ARB 789

Enclosed for filing, in the above-referenced proceeding, please find an original and 6 copies of Beaver Creek Cooperative Telephone Company's Response Brief. A copy of this filing has been served on all parties to this proceeding as indicated on the attached certificate of service.

Very truly yours,

A handwritten signature in black ink, appearing to read "Lisa Rackner".

Lisa F. Rackner

cc: Service List

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BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON

ARB 789

In the Matter of the Petition of CLEAR
CREEK MUTUAL TELEPHONE COMPANY
for Arbitration of an Interconnection
Agreement with BEAVER CREEK
COPPERATIVE TELEPHONE COMPANY,
Pursuant to 47 U.S.C. §§ 251, 252

BEAVER CREEK COOPERATIVE
TELEPHONE COMPANY'S
RESPONSE BRIEF

Beaver Creek Cooperative Telephone Company ("BCT") respectfully submits this
Response Brief pursuant to the schedule in this proceeding.

I. INTRODUCTION

In its capacity as a competitive local exchange carrier, BCT is bringing state-of-the-
art voice, video and high-speed data services to the Clackamas wire center in Qwest
territory and to the rural community in Clear Creek Mutual Telephone Company's ("CCMT")
Redland exchange. In so doing, BCT is fulfilling the central goals of the
Telecommunications Act of 1996 (the "Act")¹—by introducing competition and providing
higher quality services, lower prices, and the rapid deployment of innovative
telecommunications technologies to rural markets in Oregon.² And significantly, BCT is
providing these technologies on an entirely facilities-based, fiber-to-the-home ("FTTH")
network. BCT is currently serving only 4 customers in CCMT territory. However, if it can do
so economically, BCT plans to build out its FTTH network to approximately 50 customers in
the Redland exchange³—a small number in absolute terms, but significant enough to pose a
competitive threat to CCMT.

¹ 47 U.S.C. § 251 et seq.

² *Id.*

³ BCT plans to offer its services to customers in the Leisure Woods Development, which is a
residential development that straddles the border of BCT's and CCMT's ILEC territories.

1 Let's be clear. BCT is offering high-end, competitive services to CCMT's customers.
2 For this reason, it is in CCMT's rational self-interest to oppose BCT's entry into the Redland
3 exchange in any way it can. Not surprisingly then, this is precisely what CCMT is doing. By
4 proposing terms of interconnection on BCT that will result in unnecessary and burdensome
5 costs, CCMT is hoping to render BCT's plans uneconomical. If the Commission agrees to
6 CCMT's terms, it is the customers in the Redland exchange who will lose.

7 **II. ARGUMENT**

8 CCMT urges the Commission to require BCT to construct both a direct physical
9 connection between the parties' networks and separate trunk groups for each type of non-
10 toll traffic that will be routed to and from BCT customers in the Redland exchange.
11 Additionally, CCMT asks the Commission to approve a pricing proposal that would allow
12 CCMT to pay the federally-capped rate of .0007 per minutes of use ("MOU") for ISP-bound
13 traffic and to receive a significantly higher state-arbitrated rate of .0171 per MOU for other
14 section 251(b)(5) traffic.

15 Each of CCMT's terms would substantially and unnecessarily increase costs for
16 BCT. As such, the terms are unlawful. (See BCT Op. Br. at 3-12.) The Act specifically
17 prohibits interconnection requirements that place heavy burdens on competitive entry—even
18 if the same requirements would serve to limit the burdens on the ILEC. Indeed, when the
19 requirements to compete entail the imposition of a cost on the competitor and limitation of
20 burdens on the incumbent, the requirements "become a barrier to entry and reward[] the
21 company who previously benefited from monopoly protection." *WWC License v. Boyle*, 459
22 F.3d 880, 891 (8th Cir. 2006). Moreover, Congress has recognized that barriers to entry
23 may be especially entrenched in rural areas, where, as here, the number of customers is
24 small and the cost to establish infrastructure is great. See *In Re Developing a Unified*
25 *Intercarrier Compensation Regime*, CC Docket 01-92, Further Notice of Proposed
26 Rulemaking, 20 FCC Rcd 4685, 4740, paras. 125-26, 2005 WL 495087 (FCC Mar. 03,

1 2005). The Commission must therefore reject CCMT's proposed terms, which conflict with
2 the underlying policy of the Act—to promote competition and innovation by removing these
3 barriers to competition in order to allow many CLECs, including rural LECs, to compete
4 where they otherwise could not. *See id.*

5 **A. The Commission Should Reject CCMT's Request to Impose a Direct**
6 **Interconnection Requirement on BCT Because an ILEC Must, as a Matter of**
Law, Interconnect Indirectly when a CLEC Elects Indirect Interconnection.

7 **1. CCMT's Factual Arguments Disregard Its *Legal* Obligation to**
8 **Interconnect Indirectly.**

9 CCMT argues that the Commission should require BCT to interconnect directly to
10 CCMT because the indirect interconnection proposed by BCT is “not economically efficient
11 or technically feasible.” (CCMT Op. Br. at 3.) CCMT argues that indirect interconnection is
12 not economically efficient or technically feasible because: (1) BCT's interconnection
13 agreement with Qwest does not permit BCT to route calls through Qwest to CCMT's network
14 and (2) direct interconnection is economically efficient. (*Id.* at 2-4.) Not only are these
15 claims erroneous as a factual matter, they have no bearing on CCMT's purely legal
16 obligation to interconnect indirectly.

17 The Act imposes on ILECs a legal obligation to interconnect indirectly with CLECs.
18 47 U.S.C. §§ 251(a)(1) and (c). This obligation is neither discretionary nor fact-dependent.
19 *WWC License*, 459 F.3d at 890 (whether CLEC has duty to interconnect indirectly is a pure
20 question of law, requiring only an interpretation of the Act); *Atlas Telephone Co. v.*
21 *Oklahoma Corp. Comm'n*, 400 F.3d 1256, 1262 (10th Cir. 2005) (same). Instead, the
22 obligation is triggered by a CLEC's election to interconnect indirectly. *WWC License*,
23 459 F.3d at 890. Accordingly, CCMT's arguments about technical feasibility and economic
24 efficiency are not relevant where, as here, the CLEC has elected indirect interconnection.
25 *See WWC License*, 459 F.3d at 890 (facts such as economic efficiency and technical
26

1 feasibility are not relevant to pure legal obligation to interconnect indirectly); *Atlas*, 400 F.3d
2 at 1268 (same).⁴

3 Moreover, CCMT's claims regarding technical feasibility are unfounded. Nothing in
4 BCT's interconnection agreement with Qwest prohibits BCT from routing calls through
5 Qwest to other ILEC's networks. (See *In re BCT Petition for Arbitration*, ARB 747,
6 Interconnection Agreement (OPUC Dec. 21, 2006).) On the contrary, BCT's interconnection
7 agreement with Qwest specifically contemplates that Qwest will act as a transit carrier for
8 BCT traffic. (*Id.* at 59, ¶ 7.2.2.3.) And, in any event, indirect interconnection is always the
9 most technically feasible method of interconnection where, as here, the parties are already
10 indirectly interconnected and no direct connection between their networks currently exists.

11 CCMT's claims regarding economic efficiency are similarly unfounded. CCMT
12 argues that direct connection is required to reduce CCMT's costs related to measuring and
13 billing traffic. CCMT argues that it will incur higher costs if it is ordered to interconnect
14 indirectly, because BCT allegedly does not distinguish between its ILEC and CLEC traffic.
15 (CCMT Op. Br. at 3.) Not only does CCMT fail to explain why commingling of ILEC and
16 CLEC traffic would result in higher costs if the parties' interconnection were indirect than if
17 the parties' interconnection were direct, CCMT's conclusions regarding economic efficiency
18 disregard entirely the costs associated with building the trunks necessary to establish a
19 direct interconnection. (See *id.*) In light of the substantial capital costs that BCT would incur
20 to build trunks to establish a direct interconnection, indirect interconnection through a third

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22 ⁴ Nor does the FCC's Local Competition Order suggest otherwise. (See CCMT Op. Br. at 3
23 (citing Local Competition Order for proposition that duty to interconnect indirectly depends on
24 technical and economic efficiency).) There, the FCC specifically distinguished between the
25 obligations of CLECs and ILECs, stating that, a CLEC—*i.e.*, the carrier without market power—could
26 elect to interconnect either directly or indirectly based upon its most efficient economic and technical
choices. *In re Implementation of the Local Competition Provisions in the Telecommunications Act of*
1996, CC Docket 95-185, First Report and Order, 11 FCC Rcd 15499, 15991, para. 997 (FCC Aug. 1,
1996).

26

1 party transit service is the more economically efficient approach. Indeed, Congress and the
2 FCC recognize that the economics of rural providers such as BCT and CCMT often make
3 indirect interconnection the only economically viable option. See, e.g., Further Notice of
4 Proposed Rulemaking, 20 FCC Rcd at 4740, paras. 125-26 (recognizing that direct
5 interconnection requirement would pose insurmountable and unacceptable barrier to
6 competition where carriers exchange small volume of traffic.)

7 **2. Nothing in ARB 747 Supports CCMT's Request that the Commission**
8 **Require Direct Interconnection When the CLEC Has Elected Indirect**
9 **Interconnection.**

9 CCMT also claims that its proposed direct interconnection should be approved
10 because the same network configuration was approved in ARB 747. (See CCMT Op. Br.
11 at 4.) CCMT's reliance on ARB 747 ignores the fact that BCT itself elected to interconnect
12 directly with Qwest in that arbitration. (*In re BCT Petition for Arbitration*, ARB 747, Petition
13 for Arbitration, App. A ¶ 7.2.1 (OPUC May 3, 2006).) Thus, the fact that the agreement
14 between BCT and Qwest provides for direct interconnection—*i.e.*, it incorporates the terms
15 proposed by BCT—does not in any way suggest the Commission can or should require a
16 CLEC to interconnect directly when the CLEC has *elected to interconnect indirectly*. Simply
17 put, indirect interconnection was never an issue in ARB 747.

18 **B. The Commission Should Reject CCMT's Separate Trunking Proposal Because**
19 **It Is Burdensome, Unnecessary and Contrary to the Pro-Competition Policies**
20 **Underlying the Act.**

20 CCMT urges the Commission to require BCT to establish separate trunk groups for
21 each type of non-toll traffic that BCT may deliver to the handful of customers that BCT
22 serves in the Redland exchange. (See Pet. Ex. C ¶ 1.3 (requiring BCT to establish separate
23 trunk groups for each of the following types of traffic: local interconnection, EAS, E911,
24 connections to wireless carriers, and connections to operator services).) The Commission
25 should reject CCMT's separate trunking proposal because it is burdensome, unnecessary
26 and contrary to the pro-competition policies underlying the Act.

1 *First*, the Commission need not even address CCMT's separate trunking proposal.
2 Separate trunking is entirely unnecessary where, as here, the CLEC has elected to
3 interconnect indirectly. BCT has requested and is entitled to interconnect indirectly with
4 CCMT's network through a third party transit service. Therefore, BCT should not be
5 required to establish any trunking at all—much less separate trunk groups for different types
6 of non-toll traffic as proposed by CCMT.⁵

7 *Second*, a separate trunking requirement would pose a complete roadblock to
8 competition in the Redland exchange, making it entirely uneconomic for BCT to offer
9 services to the small number of customers it proposes to serve.⁶ This is precisely the type
10 of anticompetitive requirement the Act prohibits and the *WWC License* court cautions
11 against. See *WWC License*, 459 F.3d at 891 (“[W]e should be wary of interpretations that
12 simultaneously expand costs for competitors (such as a requirement for direct connections)
13 and limit burdens on incumbents (such as a limitation of dialing parity to local exchange
14 boundaries).”).

15 *Third*, CCMT's claims about the burdens that would be placed on CCMT if BCT were
16 permitted to commingle its non-toll traffic are an unlawful attempt to block competition and
17 are, in any event, untrue. CCMT claims that separate trunking is necessary to limit the
18 burdens on CCMT related to measuring and billing traffic. The *WWC License* court
19 specifically warns against interpretations of the Act that both impose burdens on CLECs and
20 limit burdens on ILECs, such as CCMT's separate trunking proposal. See *id.* Nevertheless,

21 ⁵ CCMT has argued that separate trunking is still an issue even if BCT interconnects
22 indirectly. CCMT argues that, regardless of the type of interconnection, it is essential that BCT's
23 ILEC traffic be separated from BCT's CLEC traffic. However, in CCMT's responses to data requests,
24 CCMT concedes that it accepts other CLEC traffic transited by Qwest on the same trunks as ILEC
25 traffic. See Attachment A at 2 (response to Data Request 2.1 stating that Qwest transits traffic for
26 CLECs operating from outside the Redland exchange to customers in the Redland exchange that
such traffic is indistinguishable from other traffic delivered by Qwest). CCMT's attempt to impose a
greater burden on BCT than it imposes on other carriers is plainly discriminatory.

⁶ See *supra* at 1, n. 3.

1 it is simply not true that separate trunking of non-toll traffic is required to allow proper
2 measuring and billing of calls. It appears from the statements in CCMT's opening brief that
3 CCMT wants separate trunking of BCT's CLEC and ILEC traffic. Presumably, CCMT is
4 concerned about commingling of CLEC and ILEC traffic because CCMT charges reciprocal
5 compensation for CLEC but not ILEC traffic and believes that if this traffic is commingled
6 they will not be able to distinguish—and therefore properly measure and bill for—CLEC
7 traffic. However, separate trunking of CLEC and ILEC traffic is not necessary to distinguish
8 between these traffic types. The traffic is transmitted with SS7 signaling. CCMT has the
9 technology necessary to decode the SS7 signaling information and see the local routing
10 number. CCMT can therefore properly measure and bill for CLEC traffic whether or not it is
11 commingled on the same trunks as ILEC traffic.

12 **C. The Commission Must Reject CCMT's Discriminatory Pricing Proposal.**

13 CCMT's claim that the FCC's "mirroring rule allows differing rates for local and ISP-
14 bound traffic" finds no support in the law. Indeed, in the very same paragraphs of the order
15 cited by CCMT in support of its claim for differing rates the FCC explains that differing rates
16 are prohibited. Specifically, in paragraph 89 of the ISP Remand Order the FCC explained
17 that it would be "patently unfair" to allow ILECs to pay the reduced federal cap for ISP-bound
18 traffic and receive a higher state-arbitrated rate for other traffic. *Implementation of the Local*
19 *Competition Provisions in the Telecommunications Act of 1996; Intercarrier Compensation*
20 *for ISP-Bound Traffic*, Order on Remand and Report and Order, 16 FCC Rcd 9151, 9193-
21 94, para. 89 (2001) ("ISP Remand Order"), *remanded*, *WorldCom v. FCC*, 288 F.3d 429
22 (D.C. Cir. 2002), *cert. den.* 538 U.S. 1012 (2003). To prevent ILECs from abusing their
23 "superior bargaining power," the FCC specifically prohibited such "picking and choosing."
24 *Id.* Thus, the FCC concluded:

25 The rate caps for ISP-bound traffic that we adopt here apply,
26 therefore, only if an incumbent LEC offers to exchange **all**
 traffic subject to section 251(b)(5) **at the same rate**. Thus, if

1 the applicable rate cap is \$.0010/mou, the ILEC must offer to
2 exchange section 251(b)(5) traffic at that same rate. Similarly,
3 if an ILEC wishes to continue to exchange ISP-bound traffic on
4 a bill and keep basis in a state that has ordered bill and keep,
5 it must offer to exchange all section 251(b)(5) traffic on a bill
6 and keep basis. For those incumbent LECs that choose not to
7 offer to exchange section 251(b)(5) traffic subject to the same
rate caps we adopt for ISP-bound traffic, we order them to
exchange ISP-bound traffic at the state-approved or state-
arbitrated reciprocal compensation rates reflected in their
contracts. ***This “mirroring” rule ensures that incumbent
LECs will pay the same rates for ISP-bound traffic that
they receive for section 251(b)(5) traffic.***

8 *Id.* (footnotes omitted). See also *id.*, paras. 90 (“This is the correct policy result because we
9 see no reason to impose different rates for ISP-bound and voice traffic.”) and 98 (“If an
10 incumbent LEC does not offer to exchange ***all*** section 251(b)(5) traffic subject to the rate
11 caps set forth herein, the exchange of ISP-bound traffic will be governed by the reciprocal
12 compensation rates approved or arbitrated by state commissions.” (emphasis added)); Core
13 Forbearance Order, 19 FCC Rcd at 20181-82, para. 8 (“[t]he Commission adopted this
14 “mirroring” rule to ensure that incumbent LECs paid the ***same rates for ISP-bound traffic
15 that they received for section 251(b)(5) traffic***” (emphasis added)).

16 Despite this clear directive from the FCC, CCMT urges the Commission to approve a
17 pricing proposal that would allow CCMT to pay the federally capped rate of .0007 per MOU
18 for ISP-bound traffic and to receive a significantly higher state-arbitrated rate of .0171 per
19 MOU for other section 251(b)(5) traffic. It is impossible to reconcile CCMT’s request for
20 differing rates with the FCC’s requirement that ILECs “pay the same rates for ISP-bound
21 traffic that they receive for section 251(b)(5) traffic.” ISP Remand Order, 16 FCC Rcd at
22 9193-94, para. 89.⁷

23 ⁷ CCMT also cites the BCT-Qwest interconnection agreement in support of its proposed
24 differing rate. However, the BCT-Qwest interconnection agreement appears consistent with the
25 mirroring rule as described by the FCC—*i.e.*, it provides that the CLEC can choose either the
26 federally-capped rate for both ISP-bound and local calls or the state-arbitrated rate for both ISP-
bound and local calls. (*In re BCT Petition for Arbitration*, ARB 747, Interconnection Agreement at 71,
¶ 7.3.4.4.)

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III. CONCLUSION

For the reasons stated here and in BCT's Opening Brief, BCT respectfully requests the Commission issue an order concluding that: (1) BCT may elect to interconnect indirectly with CCMT's network; (2) the Parties' Interconnection Agreement should not contain a separate trunking requirement; and (3) CCMT may opt for either the capped rate of .0007 per MOU for both ISP-bound traffic and all other section 251(b)(5) traffic or a state-arbitrated rate for both ISP-bound traffic and all other section 251(b)(5) traffic.

DATED: June 1, 2007.

McDOWELL & RACKNER PC



Lisa F. Rackner
Sarah J. Adams

Attorneys for Beaver Creek Cooperative
Telephone Company

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CERTIFICATE OF SERVICE

I hereby certify that I served a true and correct copy of the foregoing document in Docket ARB 789 on the following named person(s) on the date indicated below by email at his or her last-known address(es) indicated below.

Tom Linstrom
Beaver Creek Cooperative Telco
PO Box 69
Beaver Creek OR 97004
tlinstrom@bctelco.com

Jennifer Niegel
Duncan Tiger & Niegel PC
PO Box 248
Stayton OR 97383-0248
jennifer@staytonlaw.com

DATED: June 1, 2007.



Lisa F. Rackner

Of Attorneys for Beaver Creek Cooperative Telephone Company

ATTACHMENT A

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**BEFORE THE PUBLIC UTILITY COMMISSION
OF OREGON**

In the Matter of the Petition of CLEAR)
CREEK MUTUAL TELEPHONE) CLEAR CREEK'S RESPONSE TO BEAVER
COMPANY for Arbitration of an) CREEK'S SECOND SET OF DISCOVERY
Interconnection Agreement with BEAVER) REQUESTS
CREEK COOPERATIVE TELEPHONE)
COMPANY, Pursuant to the 47 U.S.C. §§ 251)
and 252)

Clear Creek Mutual Telephone Company (CCMT), by and through its attorney, Jennifer L. Niegel, hereby submits its response to the Second Set of Discovery Requests from Beaver Creek Cooperative Telephone Company (BCT) served on May 15, 2007:

2.1(a) – (d)

Request

Please state whether Qwest operates a transit carrier by delivering traffic to CCMT on behalf of third-party CLECs? If yes, please separately identify each type of traffic that Qwest delivers to CCMT from third-party CLEC customers—e.g., local, EAS, E911, operator services, toll, ported calls. For each type of traffic, please identify the following:

- a. The reciprocal compensation rate, if any, CCMT charges any third party CLEC for delivery of the traffic to customers in CCMT's ILEC territory;
- b. The type(s) of trunks the traffic is delivered on;

1 c. Any types of traffic that are delivered on trunks commingled with any other types
2 of traffic; and,

3 d. The method by which the different types of traffic are separately identified, if at
4 all, for billing purposes.

5 **Answer**

6 No, Qwest does not deliver any traffic to CCMT on behalf of third-party CLECs
7 operating within CCMT's designated exchange area. BCT is the first CLEC to begin operation
8 within CCMT's designated exchange area. Qwest does transit traffic for CLECs operating from
9 outside the Redland exchange. That traffic is indistinguishable from any other traffic delivered
10 by Qwest. Depending on whether the CLEC is operating within a third party ILEC exchange or
11 within a Qwest exchange, compensation, trunking, commingling and identification is the same as
12 provided in Answers 2.3 and 2.5 below.

13 **2.2**

14 **Request**

15 Please provide recent representative copies of billing records for completing calls
16 delivered by Qwest on behalf of third party CLECs. BCT agrees to accept redacted copies of
17 billing records.

18 **Answer**

19 As Qwest does not deliver any such traffic on behalf of third party CLECs to CCMT,
20 CCMT has no such records.

21 **2.3(a) – (d)**

22 **Request**

1 Please state whether Qwest operates a transit carrier by delivering traffic to CCMT on
2 behalf of third-party ILECs? If yes, please separately identify each type of traffic that Qwest
3 delivers to CCMT from third-party CLEC customers-*e.g.*, local, EAS, E911, operator services,
4 toll, ported calls. For each type of traffic, please identify the following:

5 a. The reciprocal compensation rate, if any, CCMT charges any third party CLEC
6 for delivery of the traffic to customers in CCMT's ILEC territory;

7 b. The type(s) of trunks the traffic is delivered on;

8 c. Any types of traffic that are delivered on trunks commingled with any other types
9 of traffic; and,

10 d. The method by which the different types of traffic are separately identified, if at
11 all, for billing purposes.

12 **Answer**

13 The question is vague and unclear as the first part refers to ILECs and the second part
14 refers to CLECs. However, we assume a typographical error was made in the question posed
15 and that all parts of the question were intended to refer to traffic delivered on behalf of third-
16 party ILECs.

17 Local. Qwest does not transit local traffic to CCMT on behalf of third-party ILECs.
18 Therefore, the questions are not applicable. Local traffic would be by definition in ILEC to
19 ILEC terms 503-631 to 503-631 traffic. This traffic does not leave CCMT's switching
20 equipment. Local traffic would be by definition in ILEC to CLEC terms 503-631 to a prefix
21 registered by a CLEC in the NANP for use within the Redland exchange. As of this date, only
22 BCT and entities controlled by BCT have filed for prefixes within the 503-631 exchange. Under

1 the terms of UM-1142 (Order 04-412), BCT conditionally provides service within the Redland
2 exchange to two customers. They provide service to a third in violation of the terms of PUC
3 Order 04-412. Apparently, this traffic is being dumped on the EAS trunks of BCT's ILEC
4 operation and transited to CCMT via Qwest. CCMT considers this method of delivery a
5 violation of both the above order and the terms of BCT's Interconnection Agreement with
6 Qwest. CCMT cannot allow the traffic to continue to be delivered in this manner.

7 EAS.

8 a. Reciprocal Compensation. Qwest transits EAS traffic to CCMT from third-party
9 ILECs within the Portland Metro EAS area as defined by various OPUC orders. Compensation
10 for this traffic was calculated through a detailed process designed by the OPUC whereby
11 foregone toll revenue is identified and shifted into each affected ILEC's local rates on either a
12 flat or measured basis. Each ILEC's customer is assessed the additional charge.

13 b. Trunking. All traffic for the Portland Metro EAS area is separated onto unique
14 trunk groups. All trunking between Qwest and CCMT is on an SS7 basis.

15 c. Commingling. Other types of traffic are not commingled with EAS traffic.

16 d. Identification. EAS traffic is physically separated onto a unique trunk group and
17 can be identified by Trunk Group Number.

18 E911. Qwest does not switch E911 traffic. Therefore, Qwest does not transit E911
19 traffic on behalf of third party ILECs to CCMT. CCMT maintains special access trunks directly
20 to the County PSAP. Compensation is received via State special access tariffs. Other types of
21 traffic are not commingled with E911 traffic.

1 Operator Services. Qwest does not provide operator services to CCMT. Such 0+ traffic
2 is indistinguishable from InterLATA toll. Trunking and compensation are as described for toll
3 traffic.

4 Toll.

5 a. Reciprocal Compensation. Qwest is identified as the designated toll carrier
6 (DXC) for intraLATA message toll in its exchanges and many other exchanges in Oregon
7 including CCMT's Redland exchange. As such Qwest operates the LATA Tandem switching
8 center for the Portland LATA and transits toll traffic to CCMT on behalf of third-party ILECs.
9 Verizon is the DXC for intraLATA message toll in its exchanges and Sprint (United) is the DXC
10 for intraLATA message toll in its exchanges. Neither Verizon nor Sprint transits traffic to
11 CCMT. Depending on whether the traffic terminates within the State of Oregon or outside the
12 state, the access tariff of the Oregon Exchange Carrier Association (OECA) or the National
13 Exchange Carrier Association (NECA) applies.

14 b. Trunking. Toll traffic is transported either on joint use trunks to Qwest for transit
15 to the appropriate toll carrier (IXC). Certain separated trunks carry toll traffic directly on a
16 switched access basis directly to the ordering IXC or through a combination of special and
17 switched access trunks. All trunking between Qwest and CCMT is on an SS7 basis.

18 c. Commingling. Other types of traffic are not commingled with toll traffic.

19 d. Identification. Toll traffic is physically separated onto a unique trunk group and
20 can be identified by Trunk Group Number.

21 Ported Calls. Traffic of all types previously identified as being transited by Qwest could
22 contain calls routed with ported numbers. Ported calls are not treated uniquely for transport

1 purposes. There is no unique compensation arrangement for ported calls. Ported calls are not
2 separately trunked or separately identified for billing purposes.

3 **2.4**

4 **Request**

5 Please provide recent representative copies of billing records for completing calls
6 delivered by Qwest on behalf of third party ILECs. BCT agrees to accept redacted copies of
7 billing records.

8 **Answer**

9 Qwest delivers calls on behalf of third-party ILECs and CCMT is compensated access
10 billing. Intrastate IntraLATA billing is representative of this exchange. See attached Exhibit A.

11 **2.5(a) – (d)**

12 **Request**

13 Please state whether Qwest currently delivers traffic to CCMT on its own behalf (*i.e.*,
14 from Qwest customers)? If yes, please separately identify each type of traffic that Qwest delivers
15 to CCMT on its own behalf-*e.g.*, local, EAS, E911, operator services, toll, ported calls. For each
16 type of traffic, please identify the following:

- 17 a. The reciprocal compensation rate, if any, CCMT charges Qwest for delivery of
18 the traffic to customers in CCMT's ILEC territory;
- 19 b. The type(s) of trunks the traffic is delivered on;
- 20 c. Any types of traffic that are delivered on trunks commingled with any other types
21 of traffic; and,
22

1 d. The method by which the different types of traffic are separately identified, if at
2 all, for billing purposes.

3 **Answer**

4 Local. Qwest does not deliver local traffic to CCMT on behalf of Qwest. Therefore, the
5 questions are not applicable.

6 EAS

7 a. Reciprocal Compensation. Qwest delivers EAS traffic to CCMT from Qwest
8 exchanges within the Portland Metro EAS area as defined by various OPUC orders.
9 Compensation for this traffic was calculated through a detailed process designed by the OPUC
10 whereby foregone toll revenue is identified and shifted into each affected ILEC's local rates on
11 either a flat or measured basis. Each ILEC's customer is assessed the additional charge.

12 b. Trunking. All traffic for the Portland Metro EAS area is separated onto unique
13 trunk groups.

14 c. Commingling. Other types of traffic are not commingled with EAS traffic.

15 d. Identification. EAS traffic is physically separated onto a unique trunk group and
16 can be identified by Trunk Group Number.

17 E911. Qwest does not deliver E911 traffic on behalf of Qwest to CCMT. CCMT
18 maintains special access trunks directly to the County PSAP. Compensation is received via State
19 special access tariffs. Other types of traffic are not commingled with E911 traffic.

20 Operator Services. Qwest does not deliver operator services CCMT. Such 0+ traffic is
21 indistinguishable from InterLATA toll. Trunking and compensation are as described for toll
22 traffic.

1 Toll.

2 a. Reciprocal Compensation. IntraLATA toll traffic is carried either by Qwest or by
3 the InterLATA toll carrier (IXC). Depending on whether the traffic terminates within the State
4 of Oregon or outside the State, the access tariff of the Oregon Exchange Carrier Association
5 (OECA) or the National Exchange Carrier Association (NECA) applies.

6 b. Trunking. Toll traffic is carried on joint use trunks to Qwest for transit to the
7 appropriate toll carrier (IXC).

8 c. Commingling. Other types of traffic are not commingled with toll traffic.

9 d. Identification. Toll traffic is physically separated onto a unique trunk group and
10 can be identified by Trunk Group Number.

11 Ported Calls. Traffic of all types previously identified as being transited by Qwest could
12 contain calls routed with ported numbers. Ported calls are not treated uniquely for transport
13 purposes. There is no unique compensation arrangement for ported calls. Ported calls are not
14 separately trunked or separately identified for billing purposes.

15 2.6

16 **Request**

17 Please provide recent representative copies of billing records for completing calls
18 delivered by Qwest on its own behalf. BCT agrees to accept redacted copies of billing records.

19 **Answer**

20 Qwest delivers calls on behalf of Qwest ILEC and CCMT is compensated access billing.
21 Intrastate IntraLATA billing is representative of this exchange. It is not possible to distinguish
22

1 calls delivered on behalf of third-party ILECs from those delivered on behalf of Qwest. See
2 attached Exhibit B.

3 **2.7**

4 **Request**

5 Please state whether the \$15 non-recurring charge (NRC) shown on CCMT's revised
6 Attachment 4 (Pricing) is for porting and transfers or if CCMT intends the agreement to provide
7 a \$15 NRC for porting and another \$15 NRC for transferring. In other words, if a customer
8 transfers her service from CCMT to BCT and ports her telephone number, is it CCMT's proposal
9 that BCT pay a total NRC of \$15 or \$30 for transfer and porting of that account?

10 **Answer**

11 The \$15 non-recurring charge is for porting only. CCMT would not assess any charge to
12 transfer a CCMT account to a BCT account where number porting was not involved. If number
13 porting were involved, a nonrecurring charge of \$15.00 would be charged to BCT for porting the
14 number.

15 In addition, in the rare cases where a dispute regarding end user authorization arises,
16 CCMT would assess charges pursuant to Attachment 4 and a service order charge of \$27.00 from
17 its tariff.

18 **2.8(a)**

19 **Request**

20 Please provide copies of records or other documentation showing what costs CCMT
21 incurs when it performs the following . . . Transfer of (i) a CCMT customer's account to another
22 carrier and (ii) another carrier's customer's account to CCMT;

1 **Answer**

2 CCMT does not charge for this type of activity. Therefore, additional documentation is
3 unnecessary.

4 **2.8(b)**

5 **Request**

6 Please provide copies of records or other documentation showing what costs CCMT
7 incurs when it performs the following . . . Porting of (i) a CCMT customer's telephone number to
8 another carrier and (ii) another carrier's customer's telephone number to CCMT;

9 **Answer**

10 CCMT utilizes the services of a third-party vendor to process orders of this type. See
11 attached Exhibit B.

12 **2.8(c)**

13 **Request**

14 Please provide copies of records or other documentation showing what costs CCMT
15 incurs when it performs the following . . . Cancellation of a pending order LSR for transfer of (i)
16 a CCMT customer's account to another carrier and (ii) another carrier's customer's account to
17 CCMT;

18 **Answer**

19 CCMT does not charge for this type of activity. Therefore, additional documentation is
20 unnecessary.

21 **2.8(d)**

22 **Request**

1 Please provide copies of records or other documentation showing what costs CCMT
2 incurs when it performs the following . . . Cancellation of a pending order LSR for porting of (i)
3 a CCMT customer's telephone number to another carrier and (ii) another carrier's customer's
4 telephone number to CCMT;

5 **Answer**

6 Cancellation of an LSR after it has been issued represents the creation of a new LSR
7 invoking the cancellation. New charges are assessed to CCMT by its vendor as defined in
8 Exhibit B.

9 **2.8(e)**

10 **Request**

11 Please provide copies of records or other documentation showing what costs CCMT
12 incurs when it performs the following . . . Change of the desired due date on a pending order
13 LSR;

14 **Answer**

15 A change in the desired due date once an LSR has been issued represents the creation of a
16 replacement LSR. New charges are assessed to CCMT by its vendor as defined in Exhibit B.

17 **2.8(f)**

18 **Request**

19 Please provide copies of records or other documentation showing what costs CCMT
20 incurs when it performs the following . . . Any other change to a pending order LSR;

21 **Answer**

22

1 Any change to an LSR once it has been issued represents the creation of a replacement
2 LSR. New charges are assessed to CCMT by its vendor as defined in Exhibit B.

3 **2.8(g)**

4 **Request**

5 Please provide copies of records or other documentation showing what costs CCMT
6 incurs when it performs the following . . . Expedited work (i.e., work performed before the next
7 available due date or before the standard interval of 24 hours for LNP service);

8 **Answer**

9 By definition a request to expedite an order prior to the next available due date would
10 require CCMT to keep technicians after hours to perform the work. If an earlier time were
11 available during business hours it would be scheduled without additional charges. CCMT must
12 pay its employees according to its pay polices as defined in its Employee Handbook. See
13 attached Exhibit C.

14 **2.8(h)**

15 **Request**

16 Please provide copies of records or other documentation showing what costs CCMT
17 incurs when it performs the following . . . Work performed outside the standard hours of M-F
18 8:00am to 5:00pm or on holidays and weekends;

19 **Answer**

20 CCMT must pay its employees according to its pay polices as defined in its Employee
21 Handbook. See attached Exhibit C.

22 **2.8(i)**

1 **Request**

2 Please provide copies of records or other documentation showing what costs CCMT
3 incurs when it performs the following . . . Manual concurrence of a telephone number (because
4 the CLEC has not created the subscription version(s) in the NPAC prior to the 18-hour window);

5 **Answer**

6 A manual concurrence requires a new LSR to be issued. New charges are assessed to
7 CCMT by its vendor as defined in Exhibit B.

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