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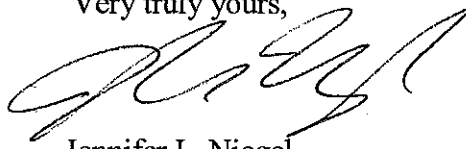
VIA E-MAIL AND FIRST CLASS MAIL

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

RE: ARB 789

Enclosed are the original and five copies of the Direct Testimony of Mitchell Moore for Clear Creek Mutual Telephone Company and Certificate of Service.

Very truly yours,



Jennifer L. Niegel

Enclosures

cc: Service List
Mitchell Moore

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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 COOPERATIVE TELEPHONE)
COMPANY, Pursuant to the 47 U.S.C. §§ 251)
and 252)
)

DIRECT TESTIMONY

OF

MITCHELL MOORE

FOR

CLEAR CREEK MUTUAL TELEPHONE COMPANY

August 23, 2007

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I. IDENTIFICATION OF WITNESS

1
2 **Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION WITH**
3 **CLEAR CREEK MUTUAL TELEPHONE COMPANY.**

4 **A.** I am Mitchell Moore. My business address is 18238 S Fischers Mill Road, Oregon City,
5 Oregon. I am employed as the President of the Clear Creek Mutual Telephone Company
6 ("Clear Creek"). I am testifying on behalf of Clear Creek.

7
8 **Q. PLEASE DESCRIBE YOUR BACKGROUND AND EMPLOYMENT**
9 **EXPERIENCE.**

10 **A.** I have been employed in the telecommunications industry for 24 years. I began my
11 career in 1981 providing computer programming services to the Bonneville Power
12 Administration as an employee and later under contract with Electronic Data Services.

13
14 In 1983 I was hired by Clear Creek as Manager of Information Systems. I began
15 providing programming service supporting all financial, plant, customer billing and
16 access billing functions. In 1989 I was promoted to Manager of Information
17 Systems\Revenue Requirements and took on additional duties related to access billing
18 and cost development. In 1987 I was transferred to the position of Operations Manager
19 and became responsible for all telephone plant operations. In 1993 that responsibility was
20 expanded to encompass the management of the company's newest division where I
21 engineered and managed the construction and maintenance of the company's broadband
22 cable television systems throughout the service territory. I was placed in my current

1 position of President in 1996, managing the company and its offerings of local telephone
2 service, cable television, Internet, and long distance service to over 3,000 members in the
3 Redland area of Oregon City, Oregon.

4
5 Other telecommunication concurrently held positions included Chairman/CEO of
6 Washington Oregon Wireless, LLC ("WOW") from 1999 to 2001. WOW was a Limited
7 Liability Corporation owned by 17 Northwest based incumbent rural telephone service
8 providers and a group of private investors connected to the wireless industry. The
9 company was the exclusive Sprint PCS affiliate in a territory comprised of significant
10 portions of Washington and Oregon. I have held a variety of board positions and
11 currently serve as Chairman of Western Independent Networks ("WIN"). WIN is a
12 consortium of 27 independent telecommunications providers in Oregon, Washington and
13 Northern California providing customers with network management services. I have
14 served on the Board of Oregon Telecommunications Association ("OTA") holding the
15 office of President from 2004 to 2005. OTA is a trade association representing the
16 telecommunications industry in Oregon. I am currently a Board Member of Service
17 Management Corporation ("SMC"), SMC is the benefit program subsidiary of the
18 National Telecommunications Cooperative Association ("NTCA") which is the premiere
19 non-profit association representing more than 550 small and rural telephone cooperatives
20 and commercial companies.

II. PURPOSE OF TESTIMONY

Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?

A. The purpose of my testimony is to present and explain Clear Creek's position in this arbitration. The parties have jointly identified three remaining issues as follows: (1) Should interconnection between the parties be on a direct or indirect basis? (2) May BCT combine various types of traffic on the same interconnection trunk groups when it is economically efficient to do so? (3) How should the parties be compensated for the exchange of traffic?

My testimony will show that Clear Creek's positions, in contrast with those of Beaver Creek Cooperative Telephone Company ("Beaver Creek"), are appropriate, technically sound and non-discriminatory. My testimony will show that Clear Creek seeks to meet the reasonable and appropriate interconnection needs of Beaver Creek, while at the same time ensuring that the services that Clear Creek will be providing comply with the governing law on these issues. The positions and language proposed by Clear Creek should be adopted by the Commission, as they are consistent with State and Federal rulings.

Q. HOW WILL YOU REFLECT THE PARTIES' RESPECTIVE POSITIONS ON DISPUTED INTERCONNECTION AGREEMENT TEXT?

1 A. I will show undisputed text in normal font. I will show Beaver Creek's proposed deletions
2 that Clear Creek disputes as strikethrough font. I will show Beaver Creek's proposed
3 additions that Clear Creek disputes in underline font.
4

5 **III. ISSUE #1 - DIRECT INTERCONNECTION**
6

7 **Q. COULD YOU PLEASE DESCRIBE THE NATURE OF THE DISAGREEMENT**
8 **BETWEEN CLEAR CREEK AND BEAVER CREEK REGARDING THE**
9 **DIRECT INTERCONNECTION ISSUE?**

10 A. Clear Creek contends that under the circumstances Beaver Creek should be required to
11 interconnect directly to Clear Creek's network. As I understand it, Beaver Creek believes
12 that Sections 251 and 252 of the Telecom Act allow Beaver Creek to interconnect
13 indirectly to Clear Creek's network through a third party carrier.
14

15 **Q. PLEASE DESCRIBE CLEAR CREEK'S PROPOSED INTERCONNECTION**
16 **ARCHITECTURE?**

17 A. Clear Creek proposes that all traffic that has originated from Beaver Creek's Redland
18 Competitive Local Exchange Carrier ("CLEC") operation should be (1) routed over
19 Local Interconnection Service ("LIS") trunk groups to ensure proper routing and
20 measurement; and (2) separated from traffic originating from Beaver Creek's
21 Beaver Creek Local Exchange Carrier ("LEC") operation. See Clear Creek's proposed
22 language in Attachment 1 which is attached hereto as Exhibit A.

1 **Q. HOW DOES BEAVER CREEK'S PROPOSED INTERCONNECTION**
2 **ARCHITECTURE DIFFER FROM THAT PROPOSED BY CLEAR CREEK?**

3 **A.** To my knowledge, Beaver Creek proposes to commingle all traffic, including traffic from
4 its CLEC customers in the Redland exchange and traffic from its LEC customers in the
5 Beavercreek exchange, onto the same Extended Area Service ("EAS") trunk group and
6 transit it through Qwest.
7

8 **Q. WHY IS CLEAR CREEK OPPOSED TO INDIRECT INTERCONNECTION?**

9 **A.** Beaver Creek is unique in that it maintains a LEC with established regulated trunking and
10 an unregulated CLEC within the same company. Beaver Creek claims in the Joint
11 Statement of Undisputed Facts and Joint Responses to Bench Requests that it is routing
12 the traffic over LIS trunks to Qwest. However, I believe Beaver Creek is using regulated
13 EAS trunks to deliver its traffic to Clear Creek for all or a portion of its route to Clear
14 Creek. If Beaver Creek delivers traffic to Clear Creek via the EAS trunks, Clear Creek
15 will not be able to properly measure, bill for, or be properly compensated for said traffic.
16

17 **Q. WHAT FACILITIES EXIST BETWEEN THE PARTIES TODAY?**

18 **A.** None. No physical facilities exist between the two companies. If indirect
19 interconnection is permitted, a third party, likely Qwest, will have to transit the traffic.
20
21
22

1 **Q. DOES BEAVER CREEK HAVE A WILLING THIRD-PARTY TO TRANSIT**
2 **TRAFFIC ORIGINATING FROM ITS REDLAND CLEC CUSTOMERS OVER**
3 **THE EXISTING LOCAL/EAS TRUNKS?**

4 **A.** No. Qwest representatives have told me that they will not allow traffic from Beaver
5 Creek's switch which is associated with its CLEC customers residing in Clear Creek's
6 Redland exchange to be delivered over the existing EAS trunks. Their reasoning is that
7 their recently arbitrated Interconnection Agreement with Beaver Creek forbids such
8 treatment.

9
10 **Q. IS THE INTERCONNECTION ARCHITECTURE PROPOSED BY CLEAR**
11 **CREEK SIMILAR TO THAT SELECTED BY BEAVER CREEK IN ARB 747?**

12 **A.** Yes. The configuration proposed by Clear Creek is identical to that selected by Beaver
13 Creek in ARB 747. In that proceeding¹, Beaver Creek was ordered to directly
14 interconnect and route all CLEC traffic between Qwest and Beaver Creek on separate LIS
15 trunks or designate all Beaver Creek LEC traffic as CLEC traffic, pay the reciprocal
16 compensation rates and route all traffic over either BCI or LIS direct trunk groups.

17 "BCT must select language that will reflect its choice to either
18 route all BCC traffic over the LIS trunks or to designate all BCT
19 traffic as BCC traffic and utilize either the BCI or LIS trunks."²

20
21
22 ¹ ARB 747 Order No. 06-637.

² ARB 747 Order No. 06-637 at 9.

1 In that proceeding, Beaver Creek elected the same architecture that is
2 proposed here, that is, direct connection and separate trunks for CLEC
3 traffic.

4
5 **Q. HOW IS BEAVER CREEK'S CURRENT INTERCONNECTION**
6 **ARCHITECTURE CONFIGURED FOR DELIVERY OF TRAFFIC TO QWEST?**

7 **A.** Beaver Creek has selected to deliver the traffic associated with its LEC customers over
8 the pre-existing switched access trunk groups. Traffic associated with Beaver Creek's
9 CLEC customers in the Oregon City exchange is being delivered over separate LIS trunks
10 as defined in their Qwest Interconnection Agreement.

11
12 **IV. ISSUE #2 - RECIPROCAL COMPENSATION**

13 **Q. COULD YOU PLEASE DESCRIBE THE NATURE OF THE DISAGREEMENT**
14 **BETWEEN CLEAR CREEK AND BEAVER CREEK REGARDING THE**
15 **RECIPROCAL COMPENSATION ISSUE?**

16 **A.** The parties disagree on the amount to be charged as reciprocal compensation and how
17 that rate applies to ISP-bound traffic. Beaver Creek believes that Clear Creek must opt
18 for either a \$.0007 rate for both ISP-bound traffic and local traffic or bill and keep for
19 both in accordance with the Core Forbearance Order³ which amended the ISP Remand
20
21
22

³ WC Docket No. 03-171, Order, FCC 04-241 at 8

1 Order⁴. Clear Creek believes that the mirroring rule allows differing rates for local and
2 ISP-bound traffic.

3
4 **Q. WHAT LEVEL SHOULD THE RECIPROCAL COMPENSATION RATE BE SET**
5 **FOR THE EXCHANGE OF LOCAL TRAFFIC AND HOW SHOULD THE**
6 **PARTIES BE COMPENSATED FOR ISP BOUND TRAFFIC?**

7 **A.** The original proposal from Clear Creek set a reciprocal compensation rate of .0171 per
8 minute with ISP bound traffic to be terminated by the parties on a bill and keep basis.

9
10 Beaver Creek believes that the net effect of the FCC Orders is that Clear Creek must opt
11 for either a \$.0007 rate for both ISP-bound traffic and local traffic, or bill and keep for
12 both.

13
14 Clear Creek believes there is a third option under the Orders. The mirroring rule states
15 that the caps apply only if the LEC offers to exchange all traffic subject to 251(b)(5) at
16 the same rates and that the LEC can opt not to do so and instead exchange traffic at state-
17 arbitrated reciprocal compensation rates. Paragraph 89 of the 2001 Order provides:

18 "The rate caps for ISP-bound traffic that we adopt here apply,
19 therefore, only if an incumbent LEC offers to exchange all traffic
20 subject to section 251(b)(5) at the same rate....For those incumbent
21 LECs that choose not to offer to exchange section 251(b)(5) traffic
22 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

⁴ WC Docket No. 03-171, Order, DA 04-1764

1 state-arbitrated reciprocal compensation rates reflected in their
2 contracts.”⁵

3 Paragraph 98 further provides:

4 “If an incumbent LEC does not offer to exchange all section
5 251(b)(5) traffic subject to the rate caps set forth herein, the
6 exchange of ISP-bound traffic will be governed by the reciprocal
7 compensation rates approved or arbitrated by state commissions.”⁶

8 I believe this means that the parties can still have differing rates for ISP-bound and local
9 traffic. In fact, the record shows that in the recently arbitrated interconnection agreement
10 between Beaver Creek and Qwest in ARB 789, charges of \$.0013301 for call termination
11 of local calls and \$.0007 for ISP-bound traffic were approved.

12 Therefore, Clear Creek requests that its rates of \$.0171 for call termination of local calls
13 and \$.0007 for ISP-bound traffic be approved.

14 **V. ISSUE #3 - SEPARATE TRUNKING**

15 **Q. COULD YOU PLEASE DESCRIBE THE NATURE OF THE DISAGREEMENT**
16 **BETWEEN CLEAR CREEK AND BEAVER CREEK REGARDING SEPARATE**
17 **TRUNKING?**

18 **A.** Clear Creek’s proposal excludes certain types of traffic from the LIS trunk groups and
19 requires Beaver Creek establish separate trunk groups for EAS, E911, wireless carriers
20 and operator services, prior to delivering those traffic types to Clear Creek. Beaver Creek
21

22 ⁵ CC Docket No. 99-68, Order, FCC 01-131 at 44.

⁶ CC Docket No. 99-68, Order, FCC 01-131 at 49.

1 proposes combining its CLEC traffic onto its existing LEC EAS trunk groups and letting
2 Qwest's sort out the calls to be delivered to Clear Creek.
3

4 **Q. WHAT IS CLEAR CREEK'S PROPOSED LANGUAGE IN SECTION 1.3?**

5 **A.** Section 1.3 of Attachment 1 of the proposed Interconnection Agreement provides:

6 1.3 BCT shall be responsible for establishing separate trunk groups for:

7 1.3.1 Local Interconnection Traffic including ISP Bound Traffic and locally-dialed
8 Enhanced Services traffic that terminates directly on Clear Creek's switch. Local
9 Interconnection trunks shall be used solely for exchange of traffic between BCT's
10 CLEC customers and Clear Creek's customers. A separate trunk group shall be
11 provided for any traffic other than Local Traffic between Clear Creek and BCT.
12 The following types of traffic are specifically excluded from the Local
13 Interconnection trunk group(s), and shall be provided for using separate trunks
14 groups:

11 1.3.1.1 EAS traffic in both directions between Clear Creek and any other
12 company except BCT's own directly originated or directly terminated
13 CLEC traffic. This exclusion includes all third party traffic, including
14 ILEC traffic or BCT traffic, traffic of affiliates of BCT, and all toll
15 and/or access traffic.

13 1.3.1.2 State and Interstate Access traffic regardless of origination point and
14 destination.

14 1.3.1.3 Ancillary and tandem traffic per Paragraphs 1.3.2 – 1.3.4.

15 1.3.1.4 Connection to Wireless Carriers on either a Wireline-Wireless or
16 Wireless-Wireline basis.

16 1.3.2 Connecting BCT's switch to the applicable 911/E911 routers or PSAPs. Clear
17 Creek does not provide tandem or transit service for 911/E911 traffic. BCT shall
18 not route any 911/E911 traffic over any trunk group connecting Clear Creek and
19 BCT. BCT agrees to hold Clear Creek harmless for any problems with
20 completing any 911/E911 traffic that BCT may attempt to route over Clear
21 Creek's network. For all 911/E911 traffic originating from BCT, it is the sole
22 responsibility of BCT and the appropriate state or local public safety answering
agency to negotiate the manner in which 911/E911 traffic from BCT will be
processed.

20 1.3.3 Connecting BCT's switch directly to the applicable Operator and Directory
21 Assistance services for all 0+ or 0- or Directory Assistance, Intercept and/or
22 Verification services. Clear Creek does not provide tandem or transit service for
Operator Directory Assistance, Intercept or Verification traffic. BCT shall not
route any Operator traffic over any trunk group connecting Clear Creek and BCT.

1 BCT agrees to hold Clear Creek harmless for any problems with completing any
Operator traffic either to or from BCT.

2 1.3.4 Clear Creek does not provide Tandem Switching function or Transit Service for
any traffic originated by or terminated to BCT, including any calls to numbers
3 ported from Clear Creek or BCT to another carrier. Any traffic routed by BCT,
its affiliates, or any traffic originated by any other party destined for BCT's
4 switch that is directed to Clear Creek's switch on a tandem or transit basis will not
be transited under this Agreement.

5 1.3.5 Any violation of this paragraph 1.3 inclusive shall be deemed a material breach of
this Agreement
6

7 **Q. WHY IS CLEAR CREEK OPPOSED TO ALLOWING BEAVER CREEK TO**
8 **COMBINE VARIOUS TYPES OF NON-TOLL TRAFFIC ON THE SAME**
9 **INTERCONNECTION TRUNK GROUPS WHEN IT IS ECONOMICALLY**
10 **EFFICIENT TO DO SO?**

11 **A.** If Beaver Creek were allowed to combine its LEC and CLEC traffic onto LIS trunks and
12 deliver such traffic to Clear Creek under reciprocal compensation they could dramatically
13 change the balance of traffic causing Clear Creek to pay Beaver Creek for calls normally
14 delivered over the Public Switch Network. Beaver Creek would be paid the reciprocal
15 compensation rate as well as its EAS rate or switched access rate depending on traffic.
16

17 **Q. MUST THE AGREEMENT ADDRESS TRUNKING OF NON-LOCAL CALLS**
18 **EVEN IF BEAVER CREEK AGREES THAT IT WILL NOT USE CCMT**
19 **FACILITIES FOR ANY NON-LOCAL CALLS?**

20 **A.** Paragraph 1.3.1.1 through 1.3.1.4 are intended to describe the traffic that cannot be
21 transmitted over the local interconnection trunks, such as traffic other than Beaver
22 Creek's directly originated and/or terminated CLEC traffic. Beaver Creek misinterprets

1 this to mean that it must establish direct trunk groups for delivery of EAS traffic. The
2 purpose of these sub-paragraphs is primarily to further define permissible traffic on the
3 LIS trunk group.

4
5 Clear Creek believes these clauses are necessary as Beaver Creek supports both LEC and
6 CLEC operations out of a single switching platform and has publicly indicated on many
7 occasions that it wishes to act as a tandem. Indeed, treatment of Beaver Creek's switch
8 as a tandem switch was Issue 3 in Beaver Creek's opening testimony in ARB 747⁷. If
9 Beaver Creek commences to act as a tandem and begins directly routing calls, likely from
10 its LEC operation, this clause requires that to be done under separate trunks, either
11 directly or indirectly connected to Clear Creek.

12
13 Further, since Beaver Creek's CLEC has statewide authority it is possible for Beaver
14 Creek's CLEC to establish service in an exchange that currently is governed by State
15 access rules. In this case Beaver Creek would not be allowed to deliver the access traffic
16 to CCMTC over the local interconnection trunks governed by this agreement.

17 **VI. CONCLUSION**

18 **Q. WHAT IS YOUR RECOMMENDATION TO THE OREGON PUBLIC UTILITY**
19 **COMMISSION?**

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21
22

⁷ ARB 747 Beaver Creek Opening Testimony at 15.

1 A. For the reasons stated above, I ask the Oregon Public Utility Commission to require
2 Beaver Creek to interconnect with Clear Creek on a direct basis and find that the
3 language suggested for the Interconnection Agreement be adopted.

4 **Q. DOES THIS CONCLUDE YOUR TESTIMONY?**

5 A. Yes.

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ATTACHMENT I INTERCONNECTION

The Parties hereto, agree to interconnect their facilities and networks for the transport of Local Traffic as follows:

SECTION 1. INTERCONNECTION TRUNKING ARRANGEMENTS

- 1.1 The Parties will interconnect their networks as specified in the terms and conditions contained herein:
 - 1.1.1 Connection of Clear Creek and BCT facilities shall be at the Points of Interconnection (POI) set forth in this Attachment, may be modified from time to time by either Party with the written consent of the other Party, which consent will not be unreasonably withheld. BCT will agree to establish each POI at a technically feasible point on Clear Creek's network.
 - 1.1.2 Physical connection of BCT's facilities to Clear Creek's facilities may also require a Point of Termination (POT) at Clear Creek's Central Office.
 - 1.1.3 In order to establish direct Interconnection, a POI is required at one or more of the following locations:
 - 1.1.3.1 A Clear Creek provided facility between the Clear Creek Host Office and the Clear Creek Exchange boundary.
 - 1.1.3.2 The POI shall be located at the Clear Creek Exchange Boundary. Clear Creek-provided Facilities from the Clear Creek Exchange Boundary to the Clear Creek Host Office provides switched Interconnection to Clear Creek's End Users' served by that host office and any subtending remote offices.
 - 1.1.4 BCT shall be responsible for all transport of Local Interconnection Trunks outside the Clear Creek Exchange.
 - 1.1.5 If Transport of Local Interconnection Trunks from the Clear Creek Exchange boundary to the Clear Creek Host Office is provided by Clear Creek, rates shall be per the NECA Tariff FCC No. 5 for special access transport. Transport is not provided as part of Local Interconnection or Reciprocal Compensation charges. Interconnection may be accomplished through the provision of DS1 or DS3 circuits.
 - 1.1.6 Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI, however, should Clear Creek be required to modify its network to accommodate the Interconnection request made by BCT, BCT agrees to pay Clear Creek ICB charges for such modifications. If BCT uses a third party network to reach the POI, BCT will bear all third party BCT charges for facilities and traffic in both directions on its side of the POI.

- 1.2 In order for BCT to establish a POI, BCT must submit a request, using the POI Request Form that can be obtained from Clear Creek's business office located at 18238 S. Fischers Mill Rd., Oregon City, OR 97045.
- 1.3 BCT shall be responsible for establishing separate trunk groups for:
 - 1.3.1 Local Interconnection Traffic including ISP Bound Traffic and locally-dialed Enhanced Services traffic that terminates directly on Clear Creek's switch. Local Interconnection trunks shall be used solely for exchange of traffic between BCT's CLEC customers and Clear Creek's customers. A separate trunk group shall be provided for any traffic other than Local Traffic between Clear Creek and BCT. The following types of traffic are specifically excluded from the Local Interconnection trunk group(s), and shall be provided for using separate trunks groups:
 - 1.3.1.1 EAS traffic in both directions between Clear Creek and any other company except BCT's own directly originated or directly terminated CLEC traffic. This exclusion includes all third party traffic, including ILEC traffic or BCT traffic, traffic of affiliates of BCT, and all toll and/or access traffic.
 - 1.3.1.2 State and Interstate Access traffic regardless of origination point and destination.
 - 1.3.1.3 Ancillary and tandem traffic per Paragraphs 1.3.2 – 1.3.4.
 - 1.3.1.4 Connection to Wireless Carriers on either a Wireline-Wireless or Wireless-Wireline basis.
 - 1.3.2 Connecting BCT's switch to the applicable 911/E911 routers or PSAPs. Clear Creek does not provide tandem or transit service for 911/E911 traffic. BCT shall not route any 911/E911 traffic over any trunk group connecting Clear Creek and BCT. BCT agrees to hold Clear Creek harmless for any problems with completing any 911/E911 traffic that BCT may attempt to route over Clear Creek's network. For all 911/E911 traffic originating from BCT, it is the sole responsibility of BCT and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from BCT will be processed.
 - 1.3.3 Connecting BCT's switch directly to the applicable Operator and Directory Assistance services for all 0+ or 0- or Directory Assistance, Intercept and/or Verification services. Clear Creek does not provide tandem or transit service for Operator Directory Assistance, Intercept or Verification traffic. BCT shall not route any Operator traffic over any trunk group connecting Clear Creek and BCT. BCT agrees to hold Clear Creek harmless for any problems with completing any Operator traffic either to or from BCT.
 - 1.3.4 Clear Creek does not provide Tandem Switching function or Transit Service for any traffic originated by or terminated to BCT, including any calls to numbers ported from Clear Creek or BCT to another carrier. Any traffic routed by BCT, its affiliates, or any traffic originated by any other party destined for BCT's switch that is directed to Clear Creek's switch on a tandem or transit basis will not be transited under this Agreement.

- 1.3.5 Any violation of this paragraph 1.3 inclusive shall be deemed a material breach of this Agreement
- 1.4 The Parties mutually agree that all Interconnection facilities will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Parties further agree that all equipment and technical Interconnections will be in conformance with all generally accepted industry standards with regard to facilities, equipment, and services.
- 1.4.1 If a trunk group is consistently utilized (trunks required for traffic divided by trunks in service) at less than fifty percent (50%) of rated busy hour capacity each month of any consecutive three (3) month period, Clear Creek will notify BCT of Clear Creek's desire to resize the trunk group. Such notification shall include Clear Creek's information on current utilization levels. If BCT does not submit an ASR to resize the trunk group or provide Clear Creek with its reasons for maintaining excess capacity within thirty (30) calendar Days of the written notification, Clear Creek may reclaim the unused facilities and rearrange the trunk group. When reclamation does occur, Clear Creek shall not leave the carrier-assigned trunk group with less than twenty-five percent (25%) excess capacity. Ancillary trunk groups are excluded from this treatment.
- 1.5 Interconnection will be provided via two-way trunks. The only compensation or other responsibility for payment for terminating Local traffic from the POI onward shall be Reciprocal Compensation, if applicable per this agreement. BCT shall pay Clear Creek Switched Access charges where BCT is acting as an Interexchange Carrier.
- 1.6 The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for Interconnection between the Parties will conform with all generally accepted industry standards with regard to facilities, equipment, and services. All Interconnection facilities and trunking will be ordered using industry standard ASR as referenced in Clear Creek's Local Service Provider Guide.
- 1.7 Interconnection shall be at the DS-1 level, using channelized DS-1's (24 DS-0 channels) with a minimum of 1 DS-1. BCT or Clear Creek may agree to assign multiple trunk groups to a single DS-1.
- 1.8 BCT will not expect Clear Creek's local end office switch to act as a local, EAS, or access/toll tandem, on BCT's behalf nor will Clear Creek expect BCT's local end office switches to act as a local, EAS, or access/toll tandem on Clear Creek's behalf.
- 1.9 This Agreement is applicable only to Clear Creek's serving areas. Clear Creek will not be responsible for interconnections or contracts relating to any of BCT's interconnection with any other service provider or telecommunications carrier.
- 1.10 If BCT provides service using an NPA-NXX assigned to a rate center where Clear Creek provides extended area service or a applicable regulatory authority approved optional calling plan, and BCT chooses to indirectly interconnect by using the tandem switching facilities of a third party, Clear Creek will have no obligation to route and rate traffic to BCT's NPA-NXX as an EAS call or pursuant

to an optional calling plan unless BCT has established a trunking arrangement for this traffic with Clear Creek and transiting arrangements with the other telecommunications carrier(s) utilizing the trunks and providing transiting service for the traffic.

1.11 Clear Creek and BCT will route all ported numbers based on NPA-NXX contained in the Location Routing Number (LRN) using the same routing that is used for dialed calls to the same NPA-NXX.

1.11.1 However, if either Party's End User customer ports a number from that Party to another carrier and the Originating one Party routes a call to that ported number to the other Party, the Receiving Party will notify the Originating Party that calls are being incorrectly routed to the Terminating Party instead of the NPA-NXX designated in the LRN. The Originating Party shall immediately cease routing such calls to the Terminating Party. Failure to cease routing such calls to the Terminating Party shall be considered a material breach of this Agreement.

1.12 Signaling Systems and Administration

1.12.1 The Parties will, where Clear Creek has the capability, interconnect their networks using SS7 signaling associated with all Interconnection trunk groups as defined in Telcordia GR-246 "Telcordia Specification of Signaling Systems 7 (SS7) and GR-905, "Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network (ISDN) User Part (ISUP) "including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the Interconnection of their networks. For glare resolution, Clear Creek will have priority on odd trunk group member circuit identification codes, and BCT will have priority on even trunk group member circuit identification codes, unless otherwise mutually agreed.

1.12.2 Parties agree to populate all fields in SS7 messages that are populated by operating practice in the Portland metro area, including but not limited to ANI, CNI, and, if a number is ported, LRN and dipped/non-dipped indication.

SECTION 2. TESTING AND TROUBLE RESPONSIBILITIES

2.1 The Parties agree to:

2.1.1 Cooperatively plan and implement coordinated repair procedures for the local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner. BCT shall be responsible for all ordering, implementation, testing, and maintenance on all third-party facilities required for interconnection with Clear Creek under this Agreement.

2.1.2 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

- 2.1.3 Promptly notify each other when there is any change affecting the service requested, including the date service is to be started.
- 2.1.4 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per the Interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date.
- 2.1.5 Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the Interconnection trunks prior to referring any trouble to each other.
- 2.1.6 Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day, 7 days a week.
- 2.1.7 Based on the trunking architecture, provide for mutual tests for system assurance for the proper recording of AMA records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.
- 2.1.8 A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the Interconnection trunks, and any of the following conditions exist:
 - 2.1.8.1 No trouble is found in the Interconnection trunks; or
 - 2.1.8.2 The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
 - 2.1.8.3 Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the Interconnection trunk does not exceed maintenance limits.
 - 2.1.8.4 If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.
 - 2.1.8.5 Billing for maintenance service is based on Clear Creek's respective tariff.

SECTION 3. INTERCONNECTION FORECASTING

- 3.1 Semi-annually BCT will provide Clear Creek a one (1) year forecast for expected trunk utilization. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available.
- 3.2 The forecasts will include the number, type, and capacity of trunks as well as a description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts to

anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.

- 3.3 If a trunk group is under 75 percent of centum call seconds capacity on a monthly average basis for each month of any six-month period, either Party may issue an order to resize the trunk group, which will be left with not less than 25 percent excess capacity. The grade of service for all final facilities between Clear Creek' central office and BCT's will be engineered to achieve P.01 grade of service.

SECTION 4. RECIPROCAL COMPENSATION FOR THE TRANSPORT AND TERMINATION OF INTERCHANGED TRAFFIC

- 4.1 All Local Interconnection Traffic, regardless of the destination or type of traffic, or the protocols used in connection with such traffic, shall be terminated to a Party subject to that Party's Local Interconnection Service charge if Local traffic destined for a customer in the Clear Creek serving area. All other traffic routed to Clear Creek shall be billed at Clear Creek's tariffed access charges.

SECTION 5. TRANSIT SERVICE

- 5.1 Clear Creek does not offer Transit Service.

1 **CERTIFICATE OF SERVICE**

2 I hereby certify that on August 23 2007, I served the Direct Testimony of Mitchell Moore
3 for Clear Creek Mutual Telephone Company upon all parties of record in this proceeding by
4 causing a full, true and correct copy thereof to be sent by e-mail and also by mail in a sealed,
5 first-class postage-prepaid envelope deposited with the United States Postal Service at Stayton,
6 Oregon to the following parties:

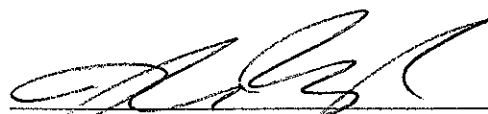
7 **BEAVER CREEK COOPERATIVE TELEPHONE COMPANY**

8 TOM A LINSTROM
9 ORGANIZER/ACTING PRESIDENT
10 15223 S HENRICI RD
11 OREGON CITY OR 97045
12 tlinstrom@bctelco.com

13 **MCDOWELL & RACKNER PC**

14 LISA F RACKNER
15 ATTORNEY
16 520 SW SIXTH AVENUE STE 830
17 PORTLAND OR 97204
18 lisa@mcd-law.com

19 DATED: August 23, 2007.

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21
22

Jennifer L. Niegel, OSB#99089
Of Attorneys for Petitioner