

BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON

ARB 747

IN THE MATTER OF BEAVER CREEK)
COOPERATIVE TELEPHONE)
COMPANY'S PETITION FOR)
ARBITRATION OF THE TERMS,)
CONDITIONS AND PRICES FOR)
INTERCONNECTION AND RELATED)
ARRANGEMENTS WITH QWEST
CORPORATION.

DIRECT TESTIMONY
OF
ANN MARIE CEDERBERG
FOR
QWEST CORPORATION
JULY 14, 2006

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I. IDENTIFICATION OF WITNESS

Q. PLEASE STATE YOUR NAME, BUSINESS ADDRESS AND POSITION WITH QWEST CORPORATION.

A. I am Ann Marie Cederberg. My business address is 700 W. Mineral Ave., Littleton Colorado. I am employed as a Director within the Network Policy Group of the Public Policy Organization of Qwest Services Corporation. I am testifying on behalf of Qwest Corporation (“Qwest”).

Q. PLEASE DESCRIBE YOUR EDUCATION, BACKGROUND AND EMPLOYMENT EXPERIENCE.

A. I have been employed in the telecommunications industry for over 28 years. I began my career in 1978 with Western Electric, then The Mountain States Telephone and Telegraph Company, Mountain Bell, which later became part of U S WEST Communications, Inc., now Qwest Communications. I have been employed within network operations, currently known as the Local Network Organization for the last 11 years. As an employee of the Local Network Organization, I had responsibility for projects that were designed to ensure and maintain adequate levels of network capacity within the central offices as well as outside plant. My Local Network Organization responsibilities have provided me with an extensive background and in-depth experience in all aspects of the public switched telephone network. From January 1, 1997 until May 2002, I

1 worked exclusively on the 2002 Olympic Winter Games in Salt Lake City,
2 building the telecommunications network for the Games.

3 In June 2002, I accepted a position within Qwest's Outside Plant ("OSP")
4 Planning Organization as the Planning Manager for Outstate South
5 Colorado. While I held this position I gained experience in the deployment
6 strategies for outside plant facilities to better meet customer needs. I also
7 managed the Land Development Group engineers and coordinators, the
8 OSP Construction and Engineering group, and the Maintenance, Locate
9 and Buried Service wire groups.

10 In May 2005, I accepted my current position as a Director within the
11 Network Policy Group, where I am responsible for ensuring compliance
12 with the Telecommunications Act of 1996 (the "Act") and state
13 regulations. My responsibilities include, but are not limited to, providing
14 representation before the Federal Communications Commission ("FCC")
15 and state commissions on issues relating to the network elements and
16 architectures for both wireline and wireless networks. I am a graduate of
17 the University of Denver and have attended over 3500 hours of continuing
18 education in telecommunications.

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1 **II. PURPOSE OF TESTIMONY**

2
3 **Q. WHAT IS THE PURPOSE OF YOUR TESTIMONY?**

4 **A.** The purpose of my testimony is to present and explain Qwest's position in
5 response to call routing issues identified in Beaver Creek's request for
6 arbitration of an Interconnection Agreement between Beaver Creek
7 Cooperative Telephone Company, the CLEC and Qwest. Beaver Creek
8 identifies five issues remaining that the parties have been unable to
9 resolve through negotiations. My testimony will show that Qwest's
10 positions, in contrast to Beaver Creek's, are appropriate, technically
11 sound, and non-discriminatory.

12 Specifically, my testimony will address Issue 2, the routing and trunking
13 issues associated with an interconnection between Qwest and Beaver

14 Creek. The specific Interconnection Agreement sections I will discuss are
15 7.2.2.1.2, 7.2.2.2.1, 7.2.2.3.1, 7.2.2.9.3.1, 7.2.2.9.3.2, 7.2.2.9.6 and
16 7.2.2.9.6.1. Mr. Freeberg will address Issue 1 and Issues 3-5.

17 My testimony will show that Qwest seeks to meet the reasonable and
18 appropriate interconnection needs of Beaver Creek, while at the same
19 time ensuring that the services that Qwest will be providing comply with
20 the governing law on these issues. The positions and language proposed
21 by Qwest should be adopted by the Commission, as they are consistent
22 with state and federal rulings.

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

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

6
7 **III. ISSUE # 2: ROUTING AND TRUNKING**

8 **A. Nature of the disputes in issue #2**

9

10 **Q. PLEASE DESCRIBE THE NATURE OF THE DISAGREEMENT**
11 **BETWEEN QWEST AND BEAVER CREEK REGARDING ROUTING**
12 **AND TRUNKING ISSUES FOR THE INTERCONNECTION**
13 **AGREEMENT?**

14 **A.** In general, Qwest's position maintains that the parties should combine on
15 the same trunks a variety of traffic types, including Qwest-originated local
16 and toll traffic, as well as third-party originated local and toll traffic for
17 which Qwest serves only as a transit carrier. Beaver Creek's proposed
18 contract language would require Qwest to separate onto individual trunk
19 groups each of these types of traffic for delivery to Beaver Creek. Beaver
20 Creek is under the mistaken impression that by separating these types of
21 traffic, it will be able to consistently identify and bill the originator of the
22 traffic and therefore eliminate what it considers phantom traffic.¹

¹ Tom Freeberg will discuss phantom traffic in detail in his testimony.

1 It is Qwest's position that the combination of Qwest-originated local and
2 toll traffic, as well as third-party originated traffic for which Qwest acts as a
3 transit carrier, over a single trunk group is a more efficient use of trunking
4 facilities. Moreover, combining these types of traffic on a single trunk
5 group does not cause billing problems. Further, it would be extremely
6 costly and inefficient for Qwest to further separate traffic for delivery to
7 Beaver Creek. Some separation, while technically feasible, is costly and
8 not the key to providing Beaver Creek the billing information it seeks.
9 Ultimate separation, according to Beaver Creek's proposed contract
10 language, is not technically feasible at any cost.

11

12 **B. Network Architectures and Impacts**

13

14 **Q. PLEASE GIVE A BRIEF OVERVIEW OF BEAVER CREEK'S**
15 **PROPOSED ARCHITECTURE.**

16 **A.** Beaver Creek is proposing that Qwest separate all traffic that comes to
17 Beaver Creek from Qwest's switch onto local and toll trunk groups.
18 Beaver Creek proposes that toll traffic not be delivered over local/EAS
19 trunks, that local/EAS traffic should not be delivered over toll trunks, and
20 that CLEC and Qwest traffic should be delivered over separate trunk
21 groups. The alternative that Beaver Creek proposes is that both parties
22 may deliver their own and third-party traffic to the other party over a single

1 set of trunks, but they would still be required to separate local and toll
2 traffic (Petition at p. 5).

3 **Q. HOW DOES BEAVER CREEK'S PROPOSED ARCHITECTURE DIFFER**
4 **FROM QWEST'S INTERCONNECTION AGREEMENTS WITH OTHER**
5 **SIMILAR CARRIERS?**

6 **A.** Beaver Creek's proposal calls for Qwest to change the trunking that it has
7 in place today, which carries commingled traffic from many other carriers
8 that Qwest has agreements with, and separate Beaver Creek's traffic out.

9
10 **Q. WHAT IS TRANSIT TRAFFIC?**

11 **A.** Transit traffic is the traffic that originates from a telecommunications
12 carrier's network, transits an intermediate network, and terminates on
13 another carrier's network. In other words, a transit network does not
14 originate or terminate a transiting call. A transit network provides a routing
15 function in the middle of a call origination and the call termination.

16
17 **Q. DOES TRANSIT TRAFFIC INVOLVE TANDEM SWITCHING?**

18 **A.** Yes it does. Once a call originates on a network and is routed to a
19 different network, the second network either terminates the call or routes
20 the call to yet a third network for termination. Since transit traffic passes
21 through a network that is different from the network of the carrier that
22 originated the call, the call must be switched on the second network (non-
23 originating) to reach yet a third network for termination.

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Q. WHAT IS TANDEM SWITCHING?

A. Tandem switching occurs when a call is received by a switch over a trunk and the call does not terminate at this receiving switch. Rather, the receiving switch performs a switching function and routes the call over a different trunk to another switch for termination. This is referred to in the industry as a trunk-to-trunk connection, or tandem switching.

Q. HOW DOES THE TANDEM SWITCH KNOW WHERE TO ROUTE THE CALL?

A. The tandem switch looks at the dialed digits received from the originating switch and performs a search of the software routing tables for an exact match of the dialed digits. If a match is found, the routing table will tell the operating software the routing information or instructions on how to route the call. The call is then routed by the tandem switch to another switch or network for termination. If there is not an exact match in the routing table to the dialed digits, the call is not completed, with the reason given to the originating end user.

Q. HOW ARE THE DIALED DIGITS SENT TO A SWITCH FOR TERMINATION OR TANDEM SWITCHING?

1 **A.** Industry standards require the dialed digits to be delivered as dialed digits
2 when Multi-Frequency ("MF") signaling is used or as a Called Party
3 Number when SS7 signaling is used.
4

5 **Q. HOW CAN THE NETWORK THAT ORIGINATED THE CALL BE**
6 **IDENTIFIED?**

7 **A.** There are at least three ways for third party networks to identify the
8 originating network of transit calls. They are direct trunking, use of
9 incoming call signaling information, or the use of Category 11 records. My
10 colleague Mr. Freeberg will discuss these options available to Beaver
11 Creek in his testimony.
12

13 **Q. WHY IS IT TECHNICALLY INFEASIBLE FOR QWEST TO**
14 **SEPARATELY TRUNK LOCAL AND INTEREXCHANGE TRAFFIC?**

15 **A.** Qwest has many Interconnection Agreements with other carriers -- IXC's,
16 CLECs, and Wireless Service Providers -- that deliver traffic to Qwest for
17 termination on its network and/or that will transit the Qwest network
18 destined for termination on yet another carrier's network. To
19 accommodate Beaver Creek, Qwest's tandem switches would have to
20 process each and every incoming call from each and every carrier
21 interconnecting with Qwest. The processing would need to determine if
22 that call is destined for a Beaver Creek end user, determine if the
23 incoming call is local or toll, and only then route that traffic over one of

1 several certain separate trunk groups. However, no software package is
2 currently available from any vendor to enable tandem switches to
3 determine with confidence whether a call is local or toll. Comparison of
4 calling versus called number is not sufficient to make the determination.²
5 Knowing the identity of the originating carrier is not sufficient.³ Only the
6 knowledge of where a call began versus where the called party
7 responded, "Hello", can a call be confidently jurisdictionalized. A tandem
8 switch simply cannot know this information during call processing.

9

10 **Q. WHAT MIGHT BE THE IMPACT TO OTHER CARRIERS OF**
11 **REQUIRING QWEST TO PROVIDE BEAVER CREEK WITH SEPARATE**
12 **TRUNKING?**

13 **A.** Based on the existing interconnection architecture arrangements with
14 other carriers, even if Qwest were to provide feasible, but costly, separate
15 trunking, the desired routing may not be possible without other
16 interconnecting carriers routing their calls differently. In the absence of
17 the tandem switch being capable of separating certain commingled traffic,
18 the only other alternative would be to require all interconnecting carriers to
19 separate their traffic before it is delivered to Qwest, or any other transit
20 provider. Implementation of this proposal would require a huge
21 investment by many parties, and would result in a grossly inefficient use of
22 trunking facilities. Qwest has interconnected with at least thirty different

² This is due to cellular subscriber roaming, use of Virtual NXX and Voice over Internet Protocol.

³ For example, classic Interexchange Carriers are also CLECs who sometimes originate local calls on Feature Groups.

1 CLECs in the State of Oregon to date. Acceptance of the Beaver Creek
2 proposed language could mean the disruption of 30 networks, at a huge
3 expense, all to accommodate a carrier unwilling to take advantage of
4 already existing solutions to address their concerns regarding
5 identification of incoming traffic. This is contrary to the terms of the 1996
6 Telecommunications Act that introduces “interconnection at any
7 technically feasible point” to new entrants.

8

9 **Q. DOES BEAVER CREEK CURRENTLY HAVE A MEANS BY WHICH IT**
10 **CAN IDENTIFY THE TRAFFIC THAT IT RECEIVES FROM QWEST?**

11 **A.** Yes. As is its obligation as a transit provider, when Qwest receives a call
12 from one provider for Qwest to deliver to yet another provider, in this
13 instance Beaver Creek, Qwest passes along all call detail information that
14 it receives from the originating carrier to the terminating carrier, Beaver
15 Creek. In short, the Qwest network will accept a call and all associated
16 call detail information as sent by the originating carrier, move it across its
17 network, and deliver the call and detail information to Beaver Creek for
18 termination. It is important to note that as a transit provider, Qwest does
19 not populate, add to, or manipulate the call detail information in any
20 manner, but merely passes on whatever call detail information it has
21 received. Beaver Creek can then use the call detail information supplied
22 by the originating carrier to identify and bill the originating carrier for
23 terminating a call to one of its end users.

1 Qwest also records the identity of the carrier delivering the call to Qwest
2 (usually the originating carrier). Using that information, Qwest can make
3 those records available to terminating carriers. These records can assist
4 a terminating carrier in identifying the originating carrier in the absence of
5 sufficient call detail information delivered in intermachine signaling at the
6 time the call occurred. Qwest has made such records available to Beaver
7 Creek at a reasonable cost.⁴ However, Beaver Creek, ignoring that the
8 billing relationship is between the originating and terminating carriers, has
9 taken the position that Qwest should assume the financial burden of
10 providing these electronic files to Beaver Creek at no cost. To date,
11 Beaver Creek has chosen not to purchase these records.

12
13 **Q. WILL REQUIRING QWEST TO PROVIDE SEPARATE TRUNKING AS**
14 **BEAVER CREEK IS PROPOSING ALLOW MORE ACCURATE**
15 **IDENTIFICATION OF THE ORIGINATING CARRIER?**

16 **A.** No. Requiring Qwest to have separate trunking of various transit and non-
17 transit traffic types would not assure Beaver Creek of knowing the source
18 and jurisdiction of all calls. The fundamental problem of sometimes
19 receiving jurisdictionally local calls from Qwest's Access Tandem, and
20 sometimes receiving toll calls from Qwest's local tandem would still
21 remain. These separate trunk groups would simply segregate transit
22 traffic from non-transit traffic, but would not provide Beaver Creek

⁴ Tom Freeberg explains in more detail the cost associated with the purchase of records in his testimony.

1 confidence that only toll calls, subject to access charges, flow through the
2 Qwest Access Tandem. If sufficient call detail information is not provided
3 by the originating carrier, Beaver Creek would still be unable to identify the
4 carrier even if the call were delivered on a new trunk group. Beaver
5 Creek's insistence on separate trunking is technically unnecessary and
6 would provide no greater call detail information. New routing yields no
7 increase in Beaver Creek's ability to know whether a certain call is local
8 versus toll or to identify carriers sending traffic to Beaver Creek. Beaver
9 Creek's proposed language should not be adopted.

10
11 **C. DISCUSSION OF SPECIFIC CONTRACT PROVISIONS**

12
13 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE IN SECTION 7.2.2.1.2 OF**
14 **THE ICA AND BEAVER CREEK'S PROPOSED REVISIONS?**

15 **A.** Section 7.2.2.1.2 of the proposed ICA provides:

16 ~~As negotiated between the parties, the transport of Exchange~~
17 ~~Service traffic may occur in several ways.~~ The Parties agree to use
18 two-way trunk groups. Neither Party may route IntraLATA Toll
19 Exchange Access traffic of any kind on trunks used for Exchange
20 Service.

21
22 **Q. WHY IS QWEST OPPOSED TO THE LANGUAGE CHANGES THAT**
23 **BEAVER CREEK IS PROPOSING?**

24 **A.** Based on the definition of "Exchange Access" and "Exchange Service" in
25 Section 7 of the ICA, this provision is applicable only to IntraLATA Toll and

1 local service originated by Beaver Creek or Qwest. Qwest's proposed
2 language would allow both parties to combine local and toll traffic they
3 originate on the same trunks, whereas Beaver Creek's proposed revisions
4 would require such traffic to be separated onto individual trunk groups. In
5 order to accommodate Beaver Creek, Qwest would need to perform
6 massive amounts of translations changes in its switches and, as
7 discussed previously, no software package is available to do this.

8

9 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE IN SECTION 7.2.2.2.1 OF**
10 **THE ICA AND BEAVER CREEK'S PROPOSED REVISIONS?**

11 **A.** Section 7.2.2.2.1 of the proposed ICA provides:

12 Exchange Access traffic shall be delivered to Qwest at the Access
13 Tandem Switch or via separate trunks to Qwest End Office Switch
14 (es), as designated by CLEC. ~~Exchange Access traffic shall be~~
15 delivered to BCT at switch locations designated by BCT. Neither
16 Party may route Exchange Service traffic over trunks used for
17 Exchange Access traffic.

18

19 With its proposed revisions, Beaver Creek (1) would require a change in
20 how Qwest configures its network by attempting to control where Qwest
21 can deliver Exchange Access traffic, and (2) again proposes to prohibit
22 Qwest from routing IntraLATA toll and local traffic over the same trunk.

23

24 **Q. WHY IS QWEST OPPOSED TO THE PROPOSED CHANGE TO**
25 **SECTION 7.2.2.2.1?**

1 **A.** Qwest and Qwest alone should determine how its network is configured
2 and operated. Qwest follows the industry standards followed by the entire
3 industry for establishing trunking that meets the requirements of all
4 carriers interconnecting with Qwest. It is entirely inappropriate for Beaver
5 Creek, or any other CLEC, to dictate how traffic is to be routed within
6 Qwest's network.
7 Qwest has successfully interconnected with over thirty other CLECs in
8 Oregon through various interconnection architectures, all of which are
9 available to Beaver Creek. Companies can interconnect via the trunk-side
10 of a Qwest switch using the Access Tandem, the trunk-side of a Local
11 Tandem, or they may elect to connect directly to the trunk-side of an End
12 Office switch. Qwest cannot limit the options that carriers have for trunk-
13 side connection when the interconnection requests comply with industry
14 standards.⁵

15
16 **Q. WHAT IS THE IMPACT OF BEAVER CREEK'S PROPOSED**
17 **REVISIONS?**

18 **A.** Under its proposed language, Beaver Creek seeks to be allowed to dictate
19 how Qwest should configure its network, presumably to facilitate Beaver
20 Creek's ability to accurately bill terminating charges to other carriers. If
21 Beaver Creek is concerned that local transit calls should not be combined

⁵ This is per the effective arbitrated and negotiated agreements between Qwest and other CLECs. Section 251(c)(2) of the Telecommunications Act requires incumbent LECs to supply interconnection to any requesting telecommunication carrier *at any technically feasible point*, which presumably includes interconnection at its toll tandem switches.

1 with IntraLATA toll calls on the same trunk group, then Qwest, along with
2 other carriers, would be required to reconfigure their networks so that
3 Beaver Creek can choose when to accept traffic.

4

5 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE IN SECTION 7.2.2.3.1 OF**
6 **THE ICA AND BEAVER CREEK'S PROPOSED REVISIONS?**

7 **A.** Section 7.2.2.3.1 of the proposed ICA provides:

8 Qwest will accept traffic originated by CLEC for termination to
9 another CLEC, existing LEC, or wireless Carrier that is connected
10 to Qwest's local and/or Access Tandem Switch. Qwest will also
11 terminate traffic from these other Telecommunications Carriers to
12 CLEC over separate trunks from Qwest originated traffic. For
13 purposes of the Agreement, transit traffic does not include traffic
14 carried by Interexchange Carriers. That traffic is defined as Jointly
15 Provided Switched Access. ~~Neither party intentionally shall deliver~~
16 ~~traffic from Interexchange Carriers through local or EAS tandems.~~
17 ~~Intentional delivery does not include inappropriately routed calls to~~
18 ~~either party or include unqueried LNP calls.~~ Neither party shall
19 deliver traffic from Interexchange Carriers through local or EAS
20 Tandems. CLEC will accept traffic originated by Qwest for
21 termination to another CLEC, existing LEC or wireless Carrier that
22 is connected to CLEC's local or access tandem switch. While
23 CLEC may provide transit service to Qwest, Qwest shall not be
24 obligated to utilize transit services of CLEC and nothing in this
25 Agreement shall be construed as a waiver of Qwest's right to seek
26 direct interconnection to any Telecommunications Carriers that
27 CLEC may provide transiting services between the
28 Telecommunications Carrier and Qwest.

29

1 **Q. WHY IS QWEST OPPOSED TO THE CHANGES THAT BEAVER**
2 **CREEK HAS PROPOSED?**

3 **A.** With its proposed revisions, Beaver Creek seeks to require Qwest to
4 separately trunk traffic received from IXCs and other LECs and, further, to
5 separate such traffic from Qwest-originated traffic. Not only is it more
6 efficient to combine such traffic over the same trunks, it is technically
7 infeasible for Qwest to separate all this traffic between local calls and toll
8 calls, as discussed in the previous section.

9
10 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE IN SECTION 7.2.2.9.3.1**
11 **OF THE ICA AND BEAVER CREEK'S PROPOSED REVISIONS?**

12 **A.** Section 7.2.2.9.3.1 of the proposed ICA provides:

13 ~~Exchange Service, ISP-Bound Traffic, Exchange Access~~
14 ~~(IntraLATA Toll carried solely by Local Exchange Carriers), and~~
15 ~~Jointly Provided Switched Access (InterLATA and IntraLATA Toll~~
16 ~~involving a third party IXC) may be combined in a single LIS trunk~~
17 ~~group or transmitted on separate LIS trunk groups. CLEC may~~
18 ~~request a separate trunk group for Jointly Provided Switched~~
19 ~~Access (InterLATA and IntraLATA Toll involving a third party IXC)~~
20 ~~traffic and Qwest agrees to intentionally exchange only Jointly~~
21 ~~Provided Switched Access (InterLATA and IntraLATA Toll involving~~
22 ~~a third party IXC) traffic on that trunk.~~

23 Exchange Service traffic shall not be combined with Switched
24 Access or Jointly Provided Switched Access on the same trunk
25 group, i.e. Exchange Service may not be combined with FGD to a
26 Qwest access tandem switch and/or end office switch. Nor may

1 Exchange Service be combined with FGC or Exchange Access
2 traffic for termination to CLEC.

3

4

5 **Q. WHY IS QWEST OPPOSED TO THE CHANGES THAT BEAVER**
6 **CREEK HAS PROPOSED?**

7 **A.** Qwest's proposed language for Exchange Service, ISP Bound Traffic,
8 Exchange Access (IntraLATA Toll carried solely by Local Exchange
9 Carriers), and Jointly Provided Switched Access (InterLATA and
10 IntraLATA Toll involving a third party IXC) to be combined on a single
11 trunk group accomplishes the same goal of identification of traffic that
12 Beaver Creek is asking for without requiring inefficient separate trunk
13 groups. Qwest properly signals its originating traffic and passes through
14 unaltered all signaling information that it receives from the originating

15 carriers that are using Qwest as a transit provider of indirect
16 interconnection. Qwest also provides Beaver Creek the ability to
17 purchase transit call records that would allow Beaver Creek to bill the
18 originator of the traffic. Qwest cannot be responsible when other carriers
19 fail to send accurate information in the signaling stream. Qwest is only
20 responsible for routing the call based on the information provided in the
21 signaling stream.

22

23 **Q. HOW IS QWEST ABLE TO KEEP THE JPSA INTEREXCHANGE**
24 **CARRIER TRAFFIC SEPARATE?**

1 **A.** Terminating JPSA traffic comes to Qwest from the interexchange carriers
2 (“IXCs”) on “Feature Group D” (“FGD”) facilities that the IXCs have
3 purchased to Qwest’s Access Tandems according to the Qwest Access
4 Tariffs. Existing Feature Group D billing systems generate JPSA records.
5 Qwest is able to separately trunk this traffic to Beaver Creek but it
6 accomplishes nothing except inefficiency. However, the other carriers’
7 local and IntraLATA traffic types come to Qwest in an intermingled
8 manner, coming to local tandems, end offices and access tandems with
9 certain CLECs or CMRS carriers utilizing an Single Point of Presence
10 (“SPOP”) while also exercising their right to secure ILEC access at any
11 technically feasible point in the LATA.⁶ It is extremely difficult for Qwest to
12 separately trunk FGD traffic, and it is technically infeasible for the Qwest
13 Access Tandem switch to instantly and absolutely separate what Beaver
14 Creek considers local calls from what Beaver Creek might consider toll
15 calls.
16 Beaver Creek has offered no compensation for this enormous potential
17 investment it demands of Qwest. Separate trunking provides no greater
18 protection for Beaver Creek and should be rejected by the Commission.
19 Qwest has also clarified in all interconnection agreements that traffic from
20 IXCs, which would be JPSA traffic, shall not be intentionally routed
21 through local tandems.
22

⁶ SPOP is a Local Interconnection Service (“LIS”) interconnection trunking option that allows a requesting CLEC to establish one physical point of presence within a LATA in Qwest’s territory and thus exchange traffic with Qwest at a single point.

1 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE IN SECTION 7.2.2.9.3.2**
2 **OF THE ICA AND BEAVER CREEK'S PROPOSED REVISIONS?**

3 **A.** Section 7.2.2.9.3.2 of the proposed ICA provides:

4 ~~Exchange Service traffic and Switched Access traffic including~~
5 ~~Jointly Provided Switched Access traffic may be combined on the~~
6 ~~same trunk group. If combined, the originating Carrier shall provide~~
7 ~~to the terminating Carrier, each quarter, Percent Local Use (PLU)~~
8 ~~factor(s) that can be verified with individual call record detail. Call~~
9 ~~detail or direct jurisdictionalization using Calling Party Number~~
10 ~~(CPN) information may be exchanged in lieu of PLU if it is~~
11 ~~available.~~

12
13 **Q. WHAT IS QWEST'S POSITION ON SECTION 7.2.2.9.3.2?**

14
15 **A.** BCC's proposed deletion of this section again reflects its position that local
16 and toll traffic should not be combined on the same trunk group. For the
17 same reasons discussed above with respect to other sections of the ICA,
18 the Commission should approve Qwest's provision.

19
20 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE IN SECTION 7.2.2.9.6 OF**
21 **THE ICA AND BEAVER CREEK'S PROPOSED REVISIONS?**

22 **A.** Section 7.2.2.9.6 of the proposed ICA provides:

23 ~~CLEC may interconnect at either the Qwest local Tandem Switch or~~
24 ~~the Qwest Access Tandem Switch for the delivery of local~~
25 ~~exchange traffic. When CLEC is interconnected at the Access~~
26 ~~Tandem Switch and where there would be a DS1's worth of local~~
27 ~~traffic (512 BHCCS) between CLEC's Switch and those Qwest End~~
28 ~~Office Switches subtending a Qwest local Tandem Switch, CLEC~~
29 ~~will order a trunk group to the Qwest local Tandem Switch. As an~~

1 ~~alternative, CLEC shall terminate traffic on Qwest End Office~~
2 ~~Switches. When Qwest lacks available capacity at the Access~~
3 ~~Tandem Switch, Qwest will arrange local Tandem Switch or End~~
4 ~~Office Switch Interconnection at the same cost to CLEC as~~
5 ~~Interconnection via the Qwest Access Tandem Switch.~~
6 The Parties shall terminate Exchange Service traffic on local
7 Tandem Switches or End Office Switches. When there is a DS1
8 level of traffic (512 BHCCS) between CLEC's Switch and a Qwest
9 End Office Switch, Qwest may request CLEC to order a direct trunk
10 group to the Qwest End Office Switch. CLEC shall comply with that
11 request unless it can demonstrate that such compliance will impose
12 upon it a material adverse economic or operations impact.

13
14
15 **Q. WHY IS QWEST OPPOSED TO THE CHANGES THAT BEAVER**
16 **CREEK HAS PROPOSED?**

17 ~~A.~~ Beaver Creek proposes to remove the language that describes the option
18 for CLECs to interconnect at the Qwest Local Tandem or Access Tandem
19 and instead changed it to the Local Tandem or End office Switch. Qwest
20 has allowed all CLECs to interconnect at either the Qwest Local Tandem
21 or Access Tandem for the delivery of local exchange traffic. Beaver Creek
22 can use this option or not. If they choose not to use it, they would not
23 originate any local exchange traffic to Qwest through the access tandem.
24 This language should be in the ICA so Qwest has a route to send local
25 transit traffic that is sent to Qwest from other carriers at the Access
26 Tandem and destined for Beaver Creek retail subscribers. This is
27 language that the Oregon Commission approved during the section 271

1 workshops. If Beaver Creek seeks to use the Qwest Access Tandem for
2 transit of local exchange calls to other carriers, then this language would
3 allow it to get its traffic to these other carriers, without having to direct
4 trunk to each of these other carriers.

5

6 **Q. HOW DOES QWEST'S LANGUAGE CREATE EFFICIENT USE OF THE**
7 **NETWORK?**

8 **A.** Qwest's language establishes a threshold that facilitates efficient
9 interconnection between Qwest and all CLEC switches. The threshold
10 allows Qwest to offload traffic through Access Tandem switches when
11 traffic volumes justify direct connection with a local tandem switch or
12 specific end office. When traffic that is destined for a Qwest end office
13 reaches or exceeds 512 BHCCS or a DS1's capacity, then it becomes
14 economic for both carriers to direct trunk to the local tandem or to that end
15 office. This creates network efficiencies by eliminating the need to provide
16 additional switching through the access tandem. Qwest's language should
17 be in the ICA in order to cover the circumstance if Beaver Creek chooses
18 to interconnect at the access tandem or Local Tandem. Beaver Creek's
19 proposed language allowing it not to establish a direct trunk if that "will
20 impose upon it a material adverse economic or operations impact" creates
21 ambiguity and non-specificity that may lead to later disputes. Therefore,
22 Beaver Creek's proposed language changes should not be adopted by the
23 Commission.

1

2 **Q. WHAT IS QWEST'S PROPOSED LANGUAGE IN SECTION 7.2.2.9.6.1**
3 **OF THE ICA AND BEAVER CREEK'S PROPOSED REVISIONS?**

4

5 **A.** Section 7.2.2.9.6.1 of the proposed ICA provides:

6 ~~Qwest will allow Interconnection for the exchange of local traffic at~~
7 ~~Qwest's Access Tandem Switch without requiring Interconnection at~~
8 ~~the local Tandem Switch, at least in those circumstances when~~
9 ~~traffic volumes do not justify direct connection to the local Tandem~~
10 ~~Switch; and regardless of whether capacity at the Access Tandem~~
11 ~~Switch is exhausted or forecasted to exhaust.~~

12

13 **Q. WHY DOES QWEST REQUIRE THIS LANGUAGE IN THE**
14 **INTERCONNECTION AGREEMENT?**

15 **A.** As was addressed in section 7.2.2.9.6, Qwest feels that this section
16 should remain in the interconnection agreement for purposes of clarifying
17 what connections need to be present in order for Qwest to terminate all
18 traffic that it receives that is destined for Beaver Creek, or away from
19 Beaver Creek. This language was also approved by the OR Commission
20 during the section 271 workshops.

21

22

IV. CONCLUSION

23 **Q. WHAT IS YOUR RECOMMENDATION TO THE OREGON**
24 **COMMISSION?**

1 **A.** For the reason stated previously in my testimony, I ask the Oregon
2 Commission to find that the language that Qwest has suggested for the
3 Interconnection Agreement with Beaver Creek be adopted. I have
4 supplied proposed text for sections, 7.2.2.1.2, 7.2.2.2.1, 7.2.2.3.1,
5 7.2.2.9.3.1, 7.2.2.9.3.2, 7.2.2.9.6, and 7.2.2.9.6.1 of the ICA.

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

7 **A.** Yes it does.

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2
3 **BEFORE THE PUBLIC UTILITY COMMISSION OF OREGON**

4 **ARB 747**

5 In the Matter of Beaver Creek Cooperative
6 Telephone Company's Petition for Arbitration
7 of the Terms, Conditions, and Prices for
8 Interconnection and Related Arrangements
with Qwest Corporation.

CERTIFICATE OF SERVICE

9
10 I certify that I have this day served the DIRECT TESTIMONY OF ANN MARIE
11 CEDERBERG by causing a copy to be sent via electronic mail and U.S. mail to:

12 Richard A. Finnigan
13 Law Office of Richard A.
14 Finnigan
2112 Black Lake Blvd. SW
Olympia, WA 98512

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Suite 810
421 SW Oak Street
Portland, OR 97204

15
16 DATED: July 14, 2006.

17 **PERKINS COIE**

18
19 By 

Lawrence H. Reichman, OSB No. 86083

20 Attorneys for Qwest Corporation
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