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September 4, 2007

VIA ELECTRONIC FILING

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

Re: Docket ARB 789

Enclosed for filing in the above-referenced docket is an original and 6 copies of Beaver Creek Cooperative Telephone Company's Rebuttal Testimony and Exhibits. A copy of this filing has been served on all parties to this proceeding.

Very truly yours

Sarah J. Adams

cc: Service List

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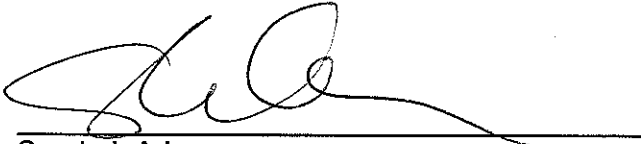
CERTIFICATE OF SERVICE

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
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DATED: September 4, 2007.



Sarah J. Adams
Attorney for Beaver Creek Cooperative Telephone Company

Docket: ARB 789
Exhibit: BCT/104
Witness: David Warner

BEFORE THE PUBLIC UTILITY COMMISSION
OF THE STATE OF OREGON

BEAVER CREEK COOPERATIVE TELEPHONE COMPANY

Rebuttal Testimony of David Warner

September 4, 2007

1 Q. Are you the same David Warner who previously testified in this
2 proceeding?

3 A. Yes.

4 **Purpose and Summary**

5 Q. What is the purpose of your testimony?

6 A. There has been significant confusion in the record regarding the ways in which
7 Beaver Creek Cooperative Telephone Company ("BCT") is currently routing
8 CLEC traffic between BCT and CCMT and the way in which it proposes to do so.
9 The confusion stems from my own misunderstanding—which resulted in
10 mistakes in my Direct Testimony—and from a misunderstanding on the part of
11 Clear Creek Mutual Telephone Company ("CCMT"). In my testimony I hope to
12 clear up this confusion. In addition, I will address Qwest's Amicus Comments
13 and respond to specific statements made by Mr. Moore in his Direct Testimony.

14 **Qwest Comments**

15 Q. Please respond to Qwest's clarification regarding calls placed from CLEC
16 customers in the Redland Exchange to the Beaver Creek Exchange (Bench
17 Request 9a).

18 A. Qwest responds to Beaver Creek Cooperative Telephone Company's ("BCT")
19 and CCMT's previous statements that calls from CLEC customers in the Redland
20 Exchange are routed to BCT's ILEC customers in the Beaver Creek Exchange
21 via Qwest. Qwest clarifies that such calls are actually carried entirely on BCT's
22 network. That is, they do not use Qwest facilities.

23 I agree with Qwest's comment. As I explained in my direct testimony,
24 calls between BCT customers located in the Beaver Creek and Redland

1 Exchanges are carried entirely on BCT's network. These calls do not touch
2 CCMT's network and they do not touch Qwest's network.

3 **Q. Please respond to Qwest's comment regarding whether BCT is currently**
4 **routing its CLEC traffic to Qwest over LIS trunks (Bench Request 12)?**

5 A. Again, Qwest clarifies misstatements in both BCT's and CCMT's response to
6 discovery requests. Specifically, CCMT mistakenly stated that BCT routes its
7 CLEC traffic to and from Qwest over BCT's local/EAS trunks, and BCT
8 mistakenly stated that Qwest routes BCT's CLEC traffic to BCT over BCT's
9 local/EAS trunks. Qwest clarifies in its comments that this is not the case,
10 stating that "Qwest is currently routing traffic destined for BCT's 503/898
11 NPA/NXX in the Redland exchange over LIS trunks to BCT's switch."

12 **Q. Has BCT routed any BCT CLEC traffic between its switch and Qwest over**
13 **local/EAS trunks?**

14 A. Yes. Pursuant to the Interconnection Agreement between BCT and Qwest, BCT
15 established LIS trunks between its switch and Qwest's Portland local tandem.
16 BCT routes all of its CLEC traffic originating from Qwest's ILEC territory to
17 Qwest over these LIS trunks. And, as Qwest points out in its comments, Qwest
18 routes all CLEC traffic from Qwest's Portland Local tandem to BCT's switch over
19 these LIS trunks. However, BCT has been routing calls originating from CLEC
20 customers in the Redland exchange bound for CCMT ILEC customers over
21 BCT's local/EAS trunks with Qwest.

22 **Q. Isn't this inconsistent with your statement in your Opening Testimony?**

23 A. Yes. In my Opening Testimony I stated that calls originating from BCT's CLEC
24 customers in the Redland exchange bound for CCMT ILEC customers were
25 routed by BCT to Qwest over the LIS trunks. However, I have since learned that

1 this traffic has actually been routed over our local/EAS trunks between BCT and
2 Qwest.

3 **Q. Is BCT taking steps to alter this routing?**

4 A. Yes. I understand that BCT instructed its switch operator to begin routing all
5 CLEC traffic from BCT to Qwest over the LIS trunks and I received confirmation
6 from the switch operator that this change in routing has occurred.

7 **Q. Please respond to Qwest's comment regarding whether BCT has an**
8 **agreement with Qwest that addresses how Qwest will transport BCT's**
9 **CLEC traffic to the Redland Exchange (Bench Request 14)?**

10 A. Qwest's comment corrects CCMT's erroneous statement that: "[I]t is Qwest's
11 opinion that the ICA does not cover transiting of traffic for Beaver Creek to the
12 Redland Exchange . . . and that Qwest is currently an unwilling participant in the
13 transiting of traffic between BCT and CCMT over BCT's ILEC EAS trunks."
14 Qwest clarifies that, as long as BCT is transiting its CLEC traffic to Qwest over
15 BCT's LIS trunks, "Qwest [will] act[] as the transit carrier and can track and bill as
16 required for these calls."

17 **Q. How does BCT propose to transit its CLEC traffic to Qwest?**

18 A. As I explained previously, BCT proposes to transit its CLEC traffic to Qwest over
19 the LIS trunks that BCT established for the purpose of transiting its CLEC traffic
20 to and from Qwest. This includes the CLEC traffic bound for CCMT customers in
21 the Redland exchange.

22 **Q. Is this consistent with BCT's ICA with Qwest?**

23 A. Yes. As Qwest explained in its Comments, consistent with the BCT-Qwest ICA,
24 Qwest will act as the transit carrier for BCT CLEC calls that BCT routes from its
25 switch to Qwest's Portland Local tandem over BCT's LIS trunks and Qwest will

1 route calls to BCT CLEC customers over BCT's LIS trunks. Qwest provided
2 further explanation of how it treats such calls in a letter to BCT responding to a
3 hypothetical question posed by BCT. There, Qwest explained that even if BCT
4 were operating as a CLEC in another exchange (for example, the ILEC territory
5 of Colton Telephone), BCT should route calls from its CLEC customers to Qwest
6 over BCT's LIS trunks and that Qwest would transit such calls pursuant to BCT's
7 ICA with Qwest. The letter from Qwest is attached hereto as Exhibit 105.

8 **Mr. Moore's Direct Testimony**

9 **Q. You stated that Mr. Moore misunderstands BCT's proposed network**
10 **architecture. Could you please explain?**

11 A. Yes. On page seven of his testimony, Mr. Moore states as follows: "To my
12 knowledge, Beaver Creek proposes to commingle all traffic, including traffic from
13 its CLEC customers in the Redland exchange and traffic from its LEC customers
14 in the Beaver Creek exchange, onto the same Extended Areas Service ("EAS")
15 trunk group and transit it through Qwest." That is incorrect. Pursuant to the
16 Commission's order in ARB 747, BCT established LIS trunks between its switch
17 in the Beaver Creek exchange, and Qwest's Portland tandem. BCT proposes to
18 route all of its CLEC traffic to Qwest over those LIS trunks. On the other hand,
19 BCT will route only its ILEC traffic over its EAS trunks to Qwest.

20 **Q. When BCT CLEC traffic is routed to the Redland exchange, will there be**
21 **any portion of the EAS network that will be used to deliver that traffic to**
22 **CCMT?**

23 A. Yes. As I understand it, Qwest terminates all traffic to CCMT, including BCT's
24 CLEC traffic, over the EAS trunks set up between the CCMT and Qwest. As far
25 as I know, CCMT has no plans to establish LIS trunks between its switch and

1 Qwest; therefore, under BCT's proposal, Qwest would need to deliver BCT's
2 CLEC traffic to CCMT via the EAS trunks between CCMT and Qwest.

3 **Q. How does Qwest deliver the CLEC traffic of other carriers to the Redland**
4 **exchange?**

5 A. In precisely the same manner as Qwest delivers BCT's CLEC traffic to CCMT—
6 over the established EAS trunks between Qwest and CCMT's switch in the
7 Redland exchange.

8 **Q. On page seven of his testimony, Mr. Moore states as follows: "If Beaver**
9 **Creek delivers traffic to Clear Creek via EAS trunks, Clear Creek will not be**
10 **able to properly measure, bill for, or be properly compensated for said**
11 **traffic." Please respond.**

12 A. As I explained in my opening testimony, the parties are exchanging a very low
13 volume of traffic. While I understand that CCMT's traffic studies differ from
14 those conducted by BCT, under the scenario presented by either party's data,
15 the traffic is so minimal that it would make the most sense to exchange the traffic
16 on a bill and keep basis. I would point out that this is how CCMT is exchanging
17 traffic with all other CLECs. This fact was confirmed by CCMT in its responses
18 to BCT's Second Set of Data Requests, Request No. 2.1, which was attached.
19 So, as BCT suggested early on in negotiations, bill and keep would be the most
20 reasonable way to exchange this traffic.

21 However, BCT is willing to exchange this traffic on a reciprocal
22 compensation basis, if CCMT can in fact rate and bill for this traffic.

23 **Q. You mentioned that CCMT's traffic study differs from BCT's traffic study.**
24 **Please address how the studies differ.**

1 A. As I discussed in my direct testimony, BCT performed a traffic study that
2 measured traffic between BCT and CCMT customers in the Redland Exchange
3 for the 11 months from May 2006 through June 2007. This study shows less than
4 34 minutes of traffic between these customers during this period—which is less
5 than 3 minutes per month on average. In response to BCT Data Request 1,
6 CCMT stated that the minutes of use between 631 (CCMT's prefix) and 898
7 (BCT's prefix for customers in the Redland Exchange) prefixes were as follows
8 for January through March 2007:

Date	MOU 631 to 898	MOU 898 to 631
Jan-07	2,291	0
Feb-07	471	0
Mar-07	180	14

9 According to CCMT's data response, the volume of traffic is higher than indicated
10 by BCT and is not in balance, with the large majority of calls being terminated
11 from CCMT customers to BCT customers. A copy of CCMT's response to BCT
12 Data Request 1 is attached hereto as Exhibit 106.

13 **Q. Can you explain these differences?**

14 A. No. Because it was not apparent from CCMT's response to BCT Data Request 1
15 where CCMT got its data or how that data was analyzed, BCT asked in BCT Data
16 Request 3 for CCMT to provide a copy of all supporting documents that CCMT
17 relied upon in compiling its response to BCT Data Request 1. However, the data
18 provided in this response does not match what CCMT reported in response to
19 BCT Data Request 1. In response to BCT Data Request 3, CCMT provided Excel
20 spreadsheets showing various data, including the date and time of calls between
21 631 and 898 prefixes, originating and terminating telephone numbers, and a
22 category of data labeled "conversationtime." To compare CCMT's responses to

1 BCT Data Requests 1 and 3, I summed the data in the column labeled
2 "conversationtime." The response to BCT Data Request 3 did not list any calls
3 from 898 to 631, despite the fact that BCT asked CCMT to provide "all"
4 documentation that it relied upon in support of its response to BCT Data Request
5 1. The following table shows the sum of the amounts listed in the
6 "conversationtime" column:

Date	631 to 898	898 to 631
Jan-07	231,540	n/a
Feb-07	48,570	n/a
Mar-07	18,689	n/a

7 As this shows, the data provided in response to BCT Data Request 3 does not
8 match CCMT's response to BCT Data Request 1.

9 BCT will file a confidential copy of that response, which includes
10 customer-specific call information, as Confidential Exhibit 107 as soon as a
11 protective order is issued in this docket.

12 **Q. Do you have any other concerns about CCMT's traffic study data?**

13 A. Yes. CCMT's supporting documentation does not state whether the values in the
14 "conversationtime" column are minutes, seconds or fractions of seconds. While
15 data in the date and time columns suggests to me that the conversationtime
16 values must be fractions of seconds, CCMT has not identified the unit of measure
17 and I do not have enough information to determine the unit of measure myself.

18 **Q. Does CCMT's traffic study data support CCMT's request for reciprocal
19 compensation?**

20 A. No. As I explained previously, even if we accepted CCMT's traffic study despite
21 the inconsistencies between CCMT's documentation and its response to BCT
22 Data Request 1, CCMT's traffic study nevertheless shows that bill and keep is
23 the appropriate form of compensation for this ICA. This is because CCMT's data

1 shows that the volume of calls between CCMT customers and BCT CLEC
2 customers in the Redland Exchange is relatively small. Additionally, to the extent
3 the data shows that the traffic is out of balance, it is out of balance in BCT's
4 favor. This means that, if the BCT-CCMT ICA requires reciprocal compensation,
5 CCMT will owe BCT money for calls originating from CCMT customers and
6 terminating to BCT CLEC customers in the Redland Exchange.

7 **Q. Mr. Moore points out on page 8 of his testimony that the architecture CCMT**
8 **is requesting is similar to that ordered by the Commission in the**
9 **interconnection arbitration between BCT and Qwest. Why are the two**
10 **situations not analogous?**

11 A. They are not analogous because of the small amount of traffic between CCMT
12 and BCT—which represents just a small fraction of the volume of CLEC traffic
13 that is currently being routed between Qwest and BCT.

14 **Q. On pages nine through eleven of his testimony Mr. Moore describes the**
15 **nature of the disagreement regarding reciprocal compensation. Do you**
16 **have a response?**

17 A. No. This is a purely legal issue and that BCT will respond to CCMT's arguments
18 on this point in briefs.

19 **Q. On pages eleven through twelve, Mr. Moore states: "Beaver Creek**
20 **proposes combining its CLEC traffic onto its existing LEC EAS trunk**
21 **groups and letting Qwest sort out the calls to be delivered to CCMT." Is**
22 **this correct?**

23 A. No. All BCT's CLEC traffic destined for CCMT will be sent to Qwest over the LIS
24 trunks between BCT and Qwest. Because CCMT has not established LIS trunks
25 between itself and Qwest, Qwest will send the BCT CLEC traffic to CCMT along

1 with all other CLEC traffic destined for CCMT—over the existing EAS trunks.

2 Mr. Moore complains that if BCT is allowed to combine LEC and CLEC
3 traffic onto LIS trunks “and deliver such traffic to CCMT under reciprocal
4 compensation, they could dramatically change the balance of traffic causing
5 CCMT to pay Beaver Creek for calls normally delivered over the [EAS network].“
6 However, this makes little sense. First, it is CCMT and not BCT that asked for
7 reciprocal compensation in the first place. BCT would be happy to trade this
8 traffic on a bill and keep basis. Second, the amount of traffic is so small that it
9 could not change the balance of traffic dramatically at any rate—particularly in
10 view of the fact that BCT is requesting permission to serve such a small number
11 of customers in the Redland exchange.

12 **Q. Does this conclude your Rebuttal Testimony?**

13 **A. Yes.**

Docket ARB 789
Exhibit BCT/105
Witness: David Warner

BEFORE THE PUBLIC UTILITY COMMISSION
OF THE STATE OF OREGON

BEAVER CREEK COOPERATIVE TELEPHONE COMPANY

Exhibit Accompanying Rebuttal Testimony of David Warner

QWEST'S RESPONSE TO BCT TRAFFIC SCENARIOS

September 4, 2007

Nancy Batz
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Wholesale Carrier Relations
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August 7, 2007

Tom Linstrom
CEO/President
Beaver Creek Cooperative Telephone Company
15223 S. Henrici Road
Oregon City, Oregon 97045

Dear Tom:

It is difficult to respond to the hypothetical questions that you posed during our telephone call on July 24, 2007. You provided me two scenarios; and then requested that Qwest provide BCT Qwest's perspective on whether the current ICA between the companies would require BCT to route the transit traffic described in the scenarios to Qwest over a) LIS trunks or b) legacy trunking established for the exchange of traffic between BCT's ILEC operations and Qwest. Qwest's position is that any traffic that is covered in the terms and conditions of the ICA would have to be exchanged over LIS. Thus, the essential question is whether the traffic in question is covered under the ICA.

Following are the scenarios as I understand them from our call. If I have inaccurately portrayed the scenarios, please let me know.

Scenario 1: BCT is operating as a CLEC in the territory of an ILEC located in the Portland EAS Region, e.g. Colton Telephone. As described to me, BCT, as a facilities-based carrier, would provide the local loop from its switch located in the Beavercreek exchange to the location of the end user in Colton's exchange. The call scenario described is a local call originating from BCT's customer located within Colton's exchange that is destined for a Colton Telephone end user customer. Since BCT does not have a direct connection with Colton Telephone, BCT expects that traffic would be routed from its switch to Qwest's Portland Local tandem, the call would transit Qwest's network, and Qwest would direct the call to Colton's switch located in the Portland EAS Region.

BCT's question is whether Qwest would expect the traffic to be routed over the LIS or legacy trunks.

Qwest Response: BCT should route the traffic described in Scenario 1 over the LIS trunks. BCT is operating in Colton's territory in this scenario as a CLEC that has been certified by the OPUC. Per the terms of Section 7.2.1.2.4 of the interconnection agreement (ICA), Qwest would consider this traffic to be transit traffic and therefore would not be subject to reciprocal compensation with Qwest, but would be subject to the local transit rate as described in Exhibit A to the ICA. (See Section 7.3.7.1 of the ICA.)

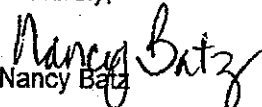
Scenario 2: Another telecommunications carrier, CLEC A, has elected to home its traffic off of BCT's switch, BVCKORXADS1, which BCT explained would operate as a tandem in this scenario. An end user of CLEC A places an EAS call that is destined for an end user of CLEC D. Since neither CLEC A and BCT have a direct connection to CLEC D, BCT's scenario would have the traffic originate with CLEC A, transit BCT's network for handoff to Qwest, which would in turn direct the call to CLEC D.

Again, BCT's question is whether Qwest would expect the traffic to be routed over the LIS or legacy trunks.

As mentioned previously, it's difficult to address the hypothetical. First, I understood from our conversation that BCT's switch was a tandem, but my review of the information contained in the LERG does not show that to be the case. That review indicates that BCT's BVCKORXADS1 switch is designated an end office and that end office is homed off of Qwest's Portland local and access tandems. Further, the ICA states in Section 4 that "CLEC Switch(es) shall be considered Tandem Office Switch(es) to the extent such Switch(es) is a Tandem Switch as registered in the LERG and serve(s) a comparable geographic area as Qwest's Tandem Office Switch. A fact-based consideration by the Commission of geography should be used to classify any Switch on a prospective basis." Finally, it's possible that CLEC A may have an ICA with Qwest in Oregon. Many of Qwest's ICAs contain provisions that state unless otherwise agreed to by the Parties, via an amendment to the ICA, the Parties will directly exchange traffic between their respective networks without the use of third party transit providers.

Consequently, without specifics, Qwest declines to respond to the hypothetical. If BCT has an explicit example that it would like Qwest to review, please provide a written description of that call scenario to me.

Sincerely,


Nancy Batz

Docket ARB 789
Exhibit BCT/106
Witness: David Warner

BEFORE THE PUBLIC UTILITY COMMISSION
OF THE STATE OF OREGON

BEAVER CREEK COOPERATIVE TELEPHONE COMPANY

Exhibit Accompanying Rebuttal Testimony of David Warner
CCMT'S RESPONSE TO BCT'S FIRST SET OF DISCOVERY REQUESTS

September 4, 2007

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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 DATA REQUEST
Interconnection Agreement with BEAVER)
CREEK COOPERATIVE TELEPHONE)
COMPANY, Pursuant to the 47 U.S.C. §§ 251)
and 252)

Clear Creek Mutual Telephone Company, by and through its attorney, Jennifer L. Niegel,
hereby submits its response to Beaver Creek Cooperative Telephone Company's Data Request
served on March 22, 2007:

1.

Request:

Please provide all documents suggesting that the traffic between the parties originating
and terminating in the Redland exchange is not in balance.

Response:

CCMT's billing provider, Western DataPro, Inc., performed a traffic study on the most
recent three months of traffic from 631 to 898 and from 898 to 631. The results are as follows:

Cycle Date	Messages 631 to 898	MOU 631 to 898	Messages 898 to 631	MOU 898 to 631
Jan-07	55	2,291	0	0
Feb-07	36	471	0	0
Mar-07	17	180	1	14

Received

APR 10 2007

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McDowell & Rackner PC

2.a.

Request:

Assuming BCT will be serving its customers in the Redland exchange with its own facilities (or facilities leased from a third party other than CCMT)...Please describe with particularity each of the activities required of CCMT when CCMT converts a customer to BCT in the Redland exchange and the costs associated with each of these activities.

Response:

To convert a customer from CCMT to BCT where no number porting is involved, CCMT would generally utilize its process for a simple disconnect and would not assess any fees to BCT. During the initial conversions CCMT intends to make field visits to ensure that BCT complies with its contractual obligations related to use of the NID, but once each company's practices are refined this will likely not be necessary. If ordered by a disconnection business, CCMT would assess a charge for business line remote call forwarding, but that charge would be assessed to the end user.

If number porting is involved, then CCMT would be required to follow the guidelines which are clearly described in Section 7 and Attachment 3 of the proposed interconnection agreement. CCMT would assess a nonrecurring charge of \$15.00. The amount of this charge is based on the single LSR processing fee without markup assessed to CCMT by its service provider plus 2 minutes of CCMT labor to forward the LSR to its service provider. Due to contractual restrictions, proof of the rates from our service provider cannot be disclosed without a protective order.

3.

Request: Please provide the technical, economic and/or other justification(s) for CCMT's proposal to require BCT to establish separate trunk groups for EAS, E911, wireless carriers and operator services, as specified in Attachment 1, Section 1.3 to CCMT's proposal.

Response:

Paragraph 1.3.1 requires BCT to establish a separate trunk group for local interconnection traffic, including ISP-bound traffic and locally-dialed enhanced services traffic that terminates on Clear Creek's switch. It further provides that such local interconnection trunks can be used only for traffic exchanged between BCT's CLEC and CCMT and that the traffic described in the following subparagraphs shall be provided via separate trunk groups. While this paragraph calls for a separate trunk group for each of these excluded services it does not require those groups to be directly connected to CCMT.

Paragraph 1.3.1.1 through 1.3.1.4 are intended to describe the traffic that cannot be transmitted over the local interconnection trunks, such as traffic other than BCT's directly originated and/or terminated CLEC traffic. BCT misinterprets this to mean that it must establish direct trunk groups for delivery of EAS traffic.

We believe these clauses are necessary as BCT has publicly indicated on many occasions that it wishes to act as a tandem. If BCT commences to act as a tandem and begins directly routing calls, likely from its LEC operation, this clause requires that to be done under separate trunks, either directly or indirectly connected to CCMTC.

Further, since BCT's CLEC has statewide authority it is possible for BCT's CLEC to establish service in an exchange that currently is governed by State access rules. In this case

1 BCT would not be allowed to deliver the access traffic to CCMTC over the local interconnection
2 trunks governed by this agreement.

3
4 4.

4 **Request:**

5 Please provide the technical, economic and/or other justification for CCMT's proposal to
6 require BCT to establish direct interconnection with CCMT.

7 **Response:**

8 BCT wishes to deliver its traffic over the EAS network to CCMT. BCT wishes to deliver
9 its CLEC traffic to Qwest in the same manner. The issues related to this delivery method are
10 well described in the record of ARB 747 and generally apply to this interconnection. In general,
11 direct interconnection is required to accurately measure and properly compensate all parties who
12 carry the call as well as ensure that the call is properly routed. Putting those extensive
13 discussions from ARB 747 aside, BCT CLEC was ordered in that proceeding to deliver all
14 CLEC traffic to Qwest over separated local interconnection trunks. In recent discussions with
15 Qwest about BCT's intentions related to delivering traffic to CCMT over EAS, Qwest indicated
16 that the delivery of traffic by BCT over EAS would violate the agreement negotiated in ARB 747
17 and such traffic would be monitored and blocked by Qwest. Accordingly, we are not sure
18 whether BCT will be able to route traffic to CCMT as intended.

5.

Request:

Please state whether CCMT opposes exchanging local and ISP-bound traffic on a bill and keep basis. If so, please explain the meaning of Section 1 of Attachment 4 of CCMT's proposed agreement.

Response:

Yes, CCMT opposes exchanging local and ISP-bound traffic with BCT on a bill and keep basis. It appears that in the process of accepting changes and rejecting others, the original intent of the provision was lost. In prior drafts, CCMT offered to exchange local traffic on a reciprocal compensation basis and ISP-bound traffic on a bill and keep basis. This proposal was based on its understanding that the new services provisions of the ISP Remand Order FCC 01-131 were still in place. CCMT understands that the Core Forbearance Order removes the new market provision, but believes that mirroring is not the only option permitted.

The purpose of the Remand Order was to prevent LEC's from charging a higher rate for ISP bound traffic since this traffic is inherently one way, creating a windfall for the LEC. ¶ 98 of the Order provides: "If an incumbent LEC does not offer to exchange all section 251(b)(5) traffic subject to the rate caps set forth herein, the exchange of ISP-bound traffic will be governed by the reciprocal compensation rates approved or arbitrated by state commissions."

Clear Creek is willing to treat ISP bound traffic as bill and keep as originally presented since the amounts will likely be small and are anticipated to decline over the coming years. Alternately, Clear Creek is willing to treat ISP bound traffic at the capped rate of \$.0007 while exchanging local traffic at the rate proposed in Attachment 4.

6.

Request:

Please state whether CCMT agrees that the provision of a transfer of service announcement is contingent upon a request for such an announcement by the customer.

Response:

Yes, CCMT agrees that the provision of a transfer of service announcement is contingent upon a request for such announcement by the customer.

7.

Request:

Please state whether CCMT opposes application equally to CCMT and BCT of the limitation of rights described at paragraph 27.1 of CCMT's proposal. If so, please explain CCMT's reasons for applying this limitation to end users of BCT only.

Response:

No, CCMT does not oppose application of the rights described in ¶ 27.1 to both parties.

8.

Request:

Please clarify the meaning of the definition "Point of Termination" at ¶ 2.1.44 of CCMT's proposal, explaining in particular how the term "Point of Termination" differs from the term "Point of Interconnection" and how the term "Point of Termination," as distinguished from "Point of Interconnection," applies to the proposed interconnection agreement.

1 and where the porting process has begun, there would be a \$27.00 charge to BCT. The cost basis
2 for this nonrecurring charge is based on the fee without markup for processing and canceling a
3 LSR by CCMT's service provider. In the case of a mistaken conversion that has been
4 disconnected, applicable charges would be drawn from CCMT's telephone service tariff
5 regardless of porting. A service order charge of \$27.00 would be applied to reconnect the
6 service as defined on Page 51 of our tariff. As stated above, due to contractual restrictions proof
7 of the rates from CCMT's service provider cannot be disclosed without a protective order.

8 **10.**

9 **Request:**

10 Please explain the meaning of the following language from ¶ 19.2 of CCMT's proposal:

11 "Each Party's indemnification obligation will be to the extent of infringement by the
12 indemnifying Party."

13 **Response:**

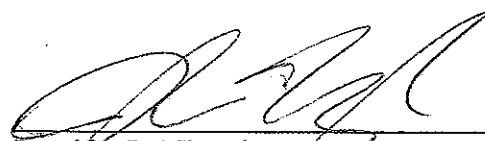
14 We believe this language was intended to describe a situation where there are multiple
15 parties at fault. The indemnifying party's obligation, therefore, would only reach to the extent of
16 its contributory liability.

CERTIFICATE OF SERVICE

1
2 I hereby certify that on April 9, 2007, I served the foregoing Clear Creek's Response to
3 Beaver Creek's Data Request upon all parties of record in this proceeding by causing a full, true
4 and correct copy thereof to be sent by e-mail and by mail in a sealed, first-class postage-prepaid
5 envelope deposited with the United States Postal Service at Stayton, Oregon to the following
6 parties:

7 Lisa Rackner
8 McDowell & Rackner PC
9 520 SW Sixth Avenue, Suite 830
Portland, OR 97204
lisa@mcd-law.com

10 DATED: April 9, 2007.

11
12 

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