

LAW OFFICES
BRYDON, SWEARENGEN & ENGLAND
PROFESSIONAL CORPORATION

DAVID V.G. BRYDON
JAMES C. SWEARENGEN
WILLIAM R. ENGLAND, III
JOHNNY K. RICHARDSON
GARY W. DUFFY
PAUL A. BOUDREAU
SONDRA B. MORGAN
CHARLES E. SMARR

312 EAST CAPITOL AVENUE
P.O. BOX 456
JEFFERSON CITY, MISSOURI 65102-0456
TELEPHONE (573) 635-7166
FACSIMILE (573) 635-0427

DEAN L. COOPER
MARK G. ANDERSON
GREGORY C. MITCHELL
BRIAN T. MCCARTNEY
DIANA C. FARR
JANET E. WHEELER

OF COUNSEL
RICHARD T. CIOTTON

October 2, 2003

Secretary
Missouri Public Service Commission
P. O. Box 360
Jefferson City, Missouri 65102

FILED

OCT 02 2003

Re: Case No. TK-2004-0070

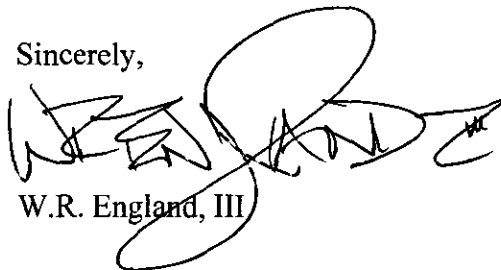
**Missouri Public
Service Commission**

Dear Mr. Roberts:

Enclosed for filing on behalf of the MITG and STCG, please find an original and eight copies of the direct testimony of Robert C. Schoonmaker.

Please see that this filing is brought to the attention of the appropriate Commission personnel. Copies of the attached are being provided to parties of record. If there are any questions, please direct them to me at the above number. I thank you in advance for your cooperation in this matter.

Sincerely,



W.R. England, III

WRE/da
Enclosures
cc: Parties of Record

Exhibit No.:
Issue: Transiting Traffic
Witness: Robert C. Schoonmaker
Type of Exhibit: Direct Testimony
Sponsoring Party: MITG & STCG
Case No.: TK-2004-0070
Date: October 2, 2003

FILED

OCT 02 2003

DIRECT TESTIMONY

OF

**Missouri Public
Service Commission**

ROBERT C. SCHOONMAKER

ON

BEHALF OF THE

MISSOURI INDEPENDENT TELEPHONE COMPANY GROUP

AND

SMALL TELEPHONE COMPANY GROUP

October 2, 2003

Exhibit No.: _____
Issue: Transiting Provisions
Witness: Robert C. Schoonmaker
Type of Exhibit: Direct Testimony
Sponsoring Party: STCG and MITG
Case No.: TK-2004-0070
Date: October 2, 2003


BEFORE THE PUBLIC SERVICE COMMISSION
OF THE STATE OF MISSOURI

In the Matter of the Application of American Fiber)
Systems, Inc. for Approval of an Agreement with)
Southwestern Telephone Company, L.P. d/b/a) Case No. TK-2004-0070
SBC Missouri under the Telecommunications)
Act of 1996)

AFFIDAVIT OF ROBERT C. SCHOONMAKER

Robert C. Schoonmaker, of lawful age, being duly sworn, deposes and states as follows:

1. My name is Robert C. Schoonmaker. I am employed by GVNW Consulting, Inc. as President and Chief Executive Officer.
2. Attached hereto and made a part hereof for all purposes is my direct testimony with accompanying schedules.
3. I hereby affirm that my answers contained in the attached testimony to the questions therein propounded are true and correct to the best of my knowledge and belief and that the information contained in the attached schedules is also true and correct to the best of my knowledge and belief.


Robert C. Schoonmaker

Subscribed and sworn to before me this 2d day of October, 2003.

 Notary Public

My Commission expires: 7-10-2006



1 DIRECT TESTIMONY OF ROBERT C. SCHOONMAKER

2
3 Q. Please state your name and address.

4 A. My name is Robert C. Schoonmaker. My business address is 2270 La Montana Way,
5 Colorado Springs, Colorado 80918.

6
7 Q. By whom are you employed and in what capacity?

8 A. I am a President and CEO of GVNW Consulting, Inc., a consulting firm specializing in
9 working with small telephone companies.

10
11 Q. Would you please outline your educational background and business experience?

12 A. I obtained my Masters of Accountancy degree from Brigham Young University in 1973 and
13 joined GTE Corporation in June of that year. After serving in several positions in the
14 revenue and accounting areas of GTE Service Corporation and General Telephone Company
15 of Illinois, I was appointed Director of Revenue and Earnings of General Telephone
16 Company of Illinois in May, 1977 and continued in that position until March, 1981. In
17 September, 1980, I also assumed the same responsibilities for General Telephone Company
18 of Wisconsin. In March, 1981, I was appointed Director of General Telephone Company of
19 Michigan and in August, 1981 was elected Controller of that company and General
20 Telephone Company of Indiana, Inc. In May, 1982, I was elected Vice President-Revenue
21 Requirements of General Telephone Company of the Midwest. In July, 1984, I assumed the
22 position of Regional Manager of GVNW Inc./Management (the predecessor company to
23 GVNW Consulting, Inc.) and was later promoted to the position of Vice President. I served

1 in that position until October 1, 2003 except for the period between December 1988 and
2 November, 1989 when I left GVNW to serve as Vice President-Finance of Fidelity and
3 Bourbeuse Telephone Companies. I was elected to the position of President and Chief
4 Executive Officer on October 1, 2003. In summary, I have had over 25 years of experience
5 in the telecommunications industry working with incumbent local exchange carrier
6 companies.

7
8 Q. What are your responsibilities in your present position?

9 A. In my current position I have overall responsibility for the management and direction of
10 GVNW Consulting, Inc. In addition, I consult with independent telephone companies and
11 provide financial analysis and management advice in areas of concern to these companies.
12 Specific activities which I perform for client companies include regulatory analysis,
13 consultation on regulatory policy, financial analysis, business planning, rate design and tariff
14 matters, interconnection agreement analysis, and general management consulting.

15
16 Q. Have you previously testified in regulatory proceedings?

17 A. Yes, I have submitted testimony and/or testified on regulatory policy, local competition, rate
18 design, accounting, compensation, tariff, rate of return, interconnection agreements, and
19 separations related issues before the Illinois Commerce Commission, the Public Service
20 Commission of Wisconsin, the Michigan Public Service Commission, the Iowa Utilities
21 Board, the Tennessee Public Service Commission, the New Mexico Public Regulation
22 Commission, the Public Utilities Commission of the state of South Dakota and the Missouri

1 Public Service Commission. In addition, I have filed written comments on behalf of our firm
2 on a number of issues with the Federal Communications Commission and have testified
3 before the Federal-State Joint Board in CC Docket #96-45 on Universal Service issues.
4

5 Q. Who are you representing in this proceeding?

6 A. I am representing the Small Telephone Company Group (STCG) and the Missouri
7 Independent Telephone Group (MITG) members of which are listed on Schedule RCS-1.
8

9 Q. What is the purpose of your testimony?

10 A. The purpose of my testimony is to demonstrate how the Interconnection Agreement
11 between Southwestern Bell Telephone, L.P. d/b/a Southwestern Bell Telephone
12 Company (SWBT) and American Fiber Systems, Inc. (AFS) which is the subject of this
13 proceeding discriminates against third parties (in this case the member companies of the
14 MITG and STCG) and is therefore contrary to the public interest.
15

16 Q. What aspects of the Interconnection Agreement between SWBT and AFS adversely
17 impact the MITG and STCG member companies?

18 A. Generally speaking, the MITG and STCG object to the transiting provisions of the
19 Interconnection Agreement.
20

21 Q. What transiting provisions are you objecting to?

22 A. Section 9.1 of Appendix Reciprocal Compensation (page 9 of 17) provides "Transiting

1 Service allows one Party to send Local, Optional, intraLATA Toll Traffic, and 800
2 intraLATA Toll Traffic to a third party network through the other Party's tandem."

3 Essentially, this provision allows AFS to transit both local and toll traffic across SWBT
4 facilities for termination to member companies of the MITG and STCG.

5
6 Q. Are you aware of any provisions in the Telecommunications Act, the Federal
7 Communications Commission (FCC) rules and regulations, or the Missouri Commission
8 rules and regulations which would require SWBT to transit traffic on behalf of a CLEC,
9 such as AFS?

10 A. No. I am not aware of any provision in the Telecommunications Act that would require
11 SWBT to transit local and toll traffic to third party networks. I am also unaware of any
12 requirements of the FCC that would require SBC to transit local and toll traffic. In fact,
13 SWBT has stated in pleadings both before the FCC and this Commission that it does not
14 believe it has an obligation to transit traffic on behalf of CLECs. For example, in its
15 brief in its initial brief in Case No. TC-2002-1077, SWBT stated:

16 (A) "Southwestern Bell is not required by federal law or regulation to provide transit
17 service."¹

18 (B) "[T]he FCC has not imposed an obligation to carry transit traffic, particularly at
19 TELRIC rates."²

¹*BPS Telephone Company et al. Complaint v. Voicestream and Western Wireless*, Case No. TC-2002-1077, *Southwestern Bell's Initial Brief*, filed Dec. 12, 2002, p. 3.

²*Id.* at pp. 16.

1 (C) “While existing interconnection agreements require Southwestern Bell to transit
2 wireless traffic, there does not appear to be an obligation to do so under the Act
3 after these agreements expire.”³

4 In comments filed with the FCC in its Docket No. 01-92, SWBT’s parent company
5 stated:

6 (D) “[N]either the Act nor its rules require third party carriers to provide indirect
7 interconnection or transit services.”⁴

8 (E) “The duty to interconnect indirectly does not require any carrier to provide transit
9 services to any other carrier.”⁵

10 Finally, I am unaware of any obligations imposed by the Missouri Commission that

³*Id.* at pp. 16-17.

⁴*In the Matter of Developing a Unified Intercarrier Compensation Regime*, CC Docket No. 01-92, *Comments of SWBT Communications, Inc.*, filed Oct. 18, 2002, p. 1.

⁵*Id.* at p. 3.

1 would require SWBT to transit local or toll traffic to third parties (other than perhaps
2 MCA traffic).

3
4 Q. Mr. Schoonmaker, both MITG and STCG allege in their applications to intervene that the
5 transiting provisions of the SBC/AFS interconnection agreement discriminate against
6 third party carriers. Can you elaborate on that allegation?

7 A. Yes. The most common situation is where SBC transits interexchange or toll traffic for
8 termination to third parties, such as the member companies of the MITG and STCG
9 (hereinafter also referred to as "Small Companies"). By allowing CLECs, such as AFS,
10 to transit toll traffic to Small Companies, SWBT has allowed CLECs to bypass the
11 traditional interexchange (i.e., Feature Group D or FGD) network and, as a result, these
12 CLECs avoid having to comply with the rates, terms and conditions of the Small
13 Companies' intrastate access tariffs. Oregon Farmers Mutual Telephone Company's
14 intrastate access tariff, in which most of the Small Companies concur, sets forth the rates,
15 terms and conditions under which the Small Companies provide intrastate access
16 services. For example, Section 5.1.1 of the Oregon Farmers' access tariff sets forth the
17 "Ordering Conditions" which access customers must adhere to if they want to originate
18 and/or terminate toll traffic in the Small Companies' exchanges. Specifically, that
19 section states that

20 "The customer shall provide all information necessary for the Telephone
21 Company to provide and bill for the requested service. In addition to the order
22 information required in 5.2 following, the customer must also provide:

- 23 · Customer name and premises address(es)
- 24 · Billing name and address (when different from customer name and
- 25 address)

1 Customer contact name(s) and telephone number(s) for the
2 following provisioning activities:

- 3 1. Order negotiation;
- 4 2. Order confirmation;
- 5 3. Interactive design;
- 6 4. Installation; and
- 7 5. Billing.”

8
9 Section 5.2 describes, among other things, the “Access Order” that access customers must
10 make when subscribing to the access services of the Small Companies. (Copies of the
11 relevant pages of the Oregon Farmers access tariff are attached to my testimony as
12 Schedule RCS-2.)

13 When SWBT allows a CLEC to transit toll traffic to the Small Companies’
14 exchanges, the CLEC is allowed to circumvent the requirements of the Oregon Farmers
15 access tariff. For example, the CLEC does not place an access order with the Small
16 Company nor does it provide the billing name and information necessary to render an
17 access bill. In fact, the only way in which Small Companies become aware that CLECs
18 are terminating toll traffic to their exchanges is from the summary usage reports and/or
19 records which the Small Companies receive from SWBT.

20
21 Q. Mr. Schoonmaker, what other ways are CLECs bypassing the traditional interexchange
22 network when they transit toll traffic via the facilities of SWBT?

23 A. A number of Small Companies have established their own access tandems and have listed
24 those access tandems in the National Exchange Carrier Association (NECA) interstate
25 access tariff #4 filed with the FCC. Once a company establishes an access tandem,
26 interexchange carriers (IXCs) wishing to originate and/or terminate toll traffic to that

1 Company must do so through that company's access tandem. For example, Mid-
2 Missouri Telephone Company (Mid-Missouri) has an access tandem at Pilot Grove,
3 Missouri. IXC's such as MCI, AT&T, Sprint Long Distance have established points of
4 presence (POP) and separate facilities at Pilot Grove for the purposes of originating and
5 terminating toll traffic. Those IXC's also are responsible for payment for all traffic
6 terminating over those facilities. However, when CLECs transit toll traffic across
7 SWBT's facilities to Mid-Missouri, they do not establish a POP at Mid-Missouri's access
8 tandem, but rather bypass that tandem by delivering the toll traffic over the SWBT's
9 common trunk groups. In addition, SWB takes no responsibility for the traffic that it
10 delivers for others to Mid-Missouri's tandem. The transiting of toll traffic places CLECs,
11 such as AFS, in a more favorable position than traditional IXC's wishing to originate and
12 terminate traffic in Mid-Missouri's exchanges. This clearly discriminates in favor of
13 these CLECs and prejudices Mid-Missouri and other Small Companies by preventing
14 them from requiring the appropriate network interconnections and establishing the
15 appropriate business relationships that they otherwise enjoy with traditional IXC's.

16
17 Q. Let us take the transiting of local traffic – are there any instances where CLECs, such as
18 AFS, would transit local traffic across the facilities of SWBT for termination to Small
19 Companies?

20 A. As a general rule, no, because virtually all of the traffic transited by SWBT to the
21 Small Companies is interexchange or toll. In those few situations where a Small
22 Company is involved in a mandatory extended area service (EAS) arrangement

1 with SWBT, this Commission has found that access rates will apply to transit
2 traffic until the CLEC establishes the appropriate interconnection compensation
3 arrangement with the third party or Small Company. Specifically, the
4 Commission stated in Case No. TO-97-40 as follows:

5 "For the twelve SWBT exchanges that have mandatory EAS routes with
6 independent LECs, AT&T and MCI must obtain compensation agreements with
7 the independent LECs. The independent LECs were not a party to this case and
8 should not be affected by the results of this arbitration. Until such compensation
9 agreements can be developed, the company's intrastate switched access rates
10 should be used on an interim basis. The intrastate switched access rates are
11 currently used when toll traffic is exchanged between the companies and would be
12 appropriate to use on an interim basis. This will avoid forcing the results of this
13 arbitration on companies not a party to the case."⁶

14
15 An exception to this general rule would be traffic transited within the Metropolitan
16 Calling Areas (MCAs) established by the Commission in Case No. TO-92-306. In cases
17 where CLECs are transiting MCA traffic for termination to small company exchanges,
18 we would expect CLECs to adhere to the MCA terms and conditions established by the
19 Commission in Cases No. TO-99-483 and TO-2001-391. For example, the Commission
20 has held that when CLECs send interexchange traffic to STCG exchanges, the CLECs
21 must either: (1) send records and reports to the STCG companies for any interexchange
22 traffic that they send to STCG exchanges; or (2) separately trunk interexchange traffic
23 destined to STCG exchanges.⁷ Unfortunately, I am unaware of any CLEC who currently

⁶ *In the Matter of AT&T Communications of the Southwest, Inc.'s Petition for Arbitration pursuant to Section 252(b) of the Telecommunications Act to Establish an Interconnection Agreement with Southwestern Bell Telephone Company, Case No. TO-97-40, Arbitration Order, issued Dec. 11, 1996 (emphasis added).*

⁷ *In the Matter of an Investigation for the Purpose of Clarifying and Determining Certain Aspects Surrounding the Provisioning of Metropolitan Calling Area Service after the Passage and Implementation of the Telecommunications Act of 1996, Case No. TO-99-483, Report and*

1 complies with this requirement.

2
3 Q. Section 9.2, Appendix Reciprocal Compensation, p. 10 of 17 of the SWBT/AFS
4 Interconnection Agreement, provides “the Parties agree to enter into their own agreement
5 with third party Telecommunications Carriers prior to delivering traffic for transiting to
6 the third party.” Doesn’t this mean that Small Companies will be contacted and
7 agreements will be negotiated prior to the termination of transit traffic to their exchanges?

8 A. It would seem that way, but experience has shown that no CLEC transiting traffic to a
9 Small Company’s exchange(s) has negotiated an agreement prior to doing so. Not only
10 have the CLECs failed to live up to their obligation, SWBT has failed as well to enforce
11 the requirements of their own interconnection agreements (all of which have similar
12 transiting arrangements).

13
14 Q. What has been the practical effect of allowing transit traffic to terminate to Small
15 Company exchanges?

16 A. The practical effect has been that the small companies have received inadequate records,
17 have had difficulties billing for transit traffic, and, most importantly, have had difficulty
18 receiving compensation for transit traffic terminated to their exchanges.

19
20 Q. With respect to inadequate billing records, can you explain in more detail?

Order, issued Sept. 7, 2000, p. 34, ordered ¶ 19.

1 A. Yes. When toll traffic comes to the Small Company exchanges over the traditional IXC
2 (FGD) toll network, call detail records are created at the terminating tandem. If the Small
3 Company has established its own access tandem, it creates the industry standard, call
4 detail records (i.e., Category 11-01) from which it then bills terminating access. If the
5 Small Company's end office subtends a SWBT tandem, the Small Company receives
6 industry standard call detail records (i.e., Category 11-01) from SWBT for purposes of
7 billing terminating access. When a CLEC is allowed to transit toll traffic to the third
8 party exchanges, neither the Small Companies who have access tandems nor the end
9 office Small Companies receive industry standard, call detail records of this terminating
10 traffic. Instead, SWBT creates a summary usage report which it passes to the terminating
11 small company. These summary usage records do not contain individual call detail from
12 which standard carrier access billing statements (CABS) can be prepared.

13
14 Q. You mentioned that there are also problems in billing. Can you describe those problems?

15 A. Yes. Small companies either have in-house billing systems or contract with third party
16 vendors to render carrier access bills or CABS billing statements. These mechanized
17 systems are set up to receive Category 11-01, call detail records and create carrier access
18 bills. Generally speaking, these billing systems are not set up to handle the summary
19 billing records that SWBT prepares and sends to the Small Companies. The Small
20 Companies are therefore required to either create a separate, non-standard carrier access
21 bill from these records or to engage in special manual procedures to input data into their
22 standards CABS billing system.

1 Q. You mentioned that the Small Companies also had a problem in receiving compensation
2 from CLEC's for transited traffic. Can you describe those problems?

3 A. Yes. CLECs have come up with a variety of excuses not to pay the bills which they
4 receive from Small Companies for toll traffic transited and terminated to their exchanges.
5 Some CLECs have refused to pay bills based on the fact that the bills are not standard
6 "CABS" type bills. The irony, of course, is that neither the CLEC nor SWBT creates and
7 passes the necessary call detail information from which the terminating Small Company
8 can prepare a standard CABS bill. Other CLECs have refused to pay because they claim
9 they do not "transit toll traffic via SWBT's facilities. They claim that all of their toll
10 traffic is delivered to IXCs and carried over the traditional interexchange carrier (i.e.,
11 FGD) network. Of course, the SWBT summary usage records indicate otherwise. But
12 without call detail information, it has been difficult to demonstrate to these CLECs that
13 they are, in fact, transiting toll traffic over SWBT's facilities for termination to the Small
14 Company exchanges. Finally, a number of CLECs simply refuse to pay their bills and
15 fail to respond to follow-up correspondence or calls from the Small Companies. As
16 further examples of these problems, I am attaching, as Schedule RCS-3, copies of
17 correspondence from two Small Companies summarizing their experiences with billing
18 and collecting payment from CLECs for transited traffic.

19
20 Q. Mr. Schoonmaker, when Small Companies are not able to receive compensation for all of
21 the traffic that is terminating to their exchanges, what is the practical result?

22 A. The practical effect is that Small Companies are using their facilities and incurring costs

1 to terminate this traffic for which they receive no compensation. A longer term problem
2 that is created when some customers pay their bills and others don't, is that the paying
3 customers end up paying more for their service than they should. This is because, in a
4 regulated environment, uncollectibles are typically a cost which is included in a utility's
5 revenue requirement which is then assigned to all customers for recovery through rates.

6
7 Q. Is the provision in the SWBT/AFS Interconnection Agreement regarding transiting
8 traffic, in your opinion, in the public interest?

9 A. No. It is not in the public interest because it allows some carriers to bypass the traditional
10 IXC (FGD) network and traditional business relationship for delivering traffic to Small
11 Company exchanges. It sets up a situation where these CLECs are able to avoid the
12 terms and conditions of the Small Companies' access tariff and puts these CLECs in a
13 more favorable position than other IXCs who subscribe to and abide by the terms and
14 conditions of the Small Companies' access tariffs.

15
16 Q. What is the solution to this problem?

17 A. The solution is to reject the transiting provision in the SWBT/AFS Interconnection
18 Agreement insofar as it allows AFS to transit toll traffic to third parties, such as the
19 member companies of the MITG and the STCG. This is appropriate because there is no
20 requirement that SWBT transit this traffic and, in fact, SWBT has admitted it has no such
21 obligation. This solution is no different than the amendments that have recently been
22 entered into between Sprint Missouri, Inc. and other CLECs (see Cases No. TK-2003-

1 0535, TK-2003-0540 and TK-2003-0569). In those cases, Sprint and the CLECs agreed
2 to amend their Interconnection Agreements to limit transit traffic to "local" traffic only.
3 In addition, in those cases, Sprint also committed to create and pass to the Small
4 Companies industry standard, call detail records for any traffic that Sprint transits to
5 them. There is no reason in my mind why SWBT and AFS can't agree to a similar
6 amendment and for SWBT to commit to provide industry standard, call detail records for
7 any local traffic it transits. If SWBT and AFS will not agree to this limitation on transit
8 traffic, then the Commission should require it..
9

10 Q. Does this conclude your direct testimony?

11 A. Yes.

MITG Member Companies

Alma Communications Co.
Chariton Valley Telephone Corp.
Choctaw Telephone Co.
Mid-Missouri Telephone Company
MoKan Dial Inc.
Northeast Missouri Rural Telephone Co.

STCG Member Companies

BPS Telephone Company
Cass County Telephone Company
Citizens Telephone Company
Craw-Kan Telephone Cooperative, Inc.
Ellington Telephone Company
Farber Telephone Company
Goodman Telephone Company, Inc.
Granby Telephone Company
Grand River Mutual Telephone Corporation
Green Hills Telephone Corp.
Holway Telephone Company
Iamo Telephone Company
Kingdom Telephone Company
KLM Telephone Company
Lathrop Telephone Company
Le-Ru Telephone Company
McDonald County Telephone Company
Mark Twain Rural Telephone Company
Miller Telephone Company
New Florence Telephone Company
New London Telephone Company
Orchard Farm Telephone Company
Oregon Farmers Mutual Telephone Company
Ozark Telephone Company
Peace Valley Telephone Company
Rock Port Telephone Company
Seneca Telephone Company
Steelville Telephone Exchange, Inc.
Stoutland Telephone Company

P.S.C. MO. No. 6

Oregon Farmers Mutual Tel. Co.

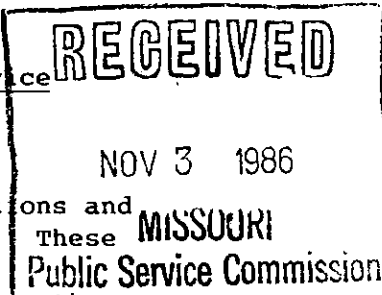
Original Sheet 58
For Area Served

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service

5.1 General

This section sets forth the order related regulations and charges for Switched and Special Access Services. These regulations and charges are in addition to other applicable regulations and charges as set forth in other sections of this tariff.



5.1.1 Ordering Conditions

A customer may order any number of services of the same type and between the same premises on a single Access Order.

The customer shall provide all information necessary for the Telephone Company to provide and bill for the requested service. In addition to the order information required in 5.2 following, the customer must also provide:

- Customer name and premises address(es).
- Billing name and address (when different from customer name and address).
- Customer contact name(s) and telephone number(s) for the following provisioning activities:
 1. order negotiation
 2. order confirmation
 3. interactive design
 4. installation
 5. billing

5.1.2 Provision of Other Services

Other services as described in 9.1 and 9.2 may be ordered in conjunction with the order for Access Service. All rates and charges set forth in 12.1.5 will apply in addition to the rates and charges for the Access Service with which they are associated.

Issued: 11/3/86

Robert Williams, Manager
P. O. Box 227
Oregon, Missouri 64473

Effective: 1/1/87

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd) 1 19935.2 Access Order MS. WATS/CL. COMM

An Access Order is used by the Telephone Company to provide a customer Access Service as follows:

- Switched Access Service as set forth in Section 6.
- Special Access Service as set forth in Section 7.
- Other Services as set forth in Section 9.

When placing an order for Access Service, the customer shall provide, at a minimum, the following information:

(A) Feature Group A Switched Access Service

- (1) The number of lines or the number and type of busy hour minutes of capacity (BHMC) requested, and the first point of switching (i.e., dial tone office).
- (2) The customer shall specify whether the off-hook supervisory signaling is provided by the customer's equipment before the called party answers, or is forwarded by the customer's equipment when the called party answers.
- (3) The customer shall specify which lines are to be arranged in multiline hunt group arrangements and which are to be provided as single lines.

(B) Feature Group B Switched Access Service

- (1) The number of trunks or the number and type of busy hour minutes of capacity (BHMC) requested, and the end office when direct routing to the end office is desired or the access tandem switch when routing is desired via an access tandem switch.
- (2) Whether the trunks are to be arranged in trunk group arrangements or provided as single trunks for terminating only access minutes.

(C) Feature Group C and Feature Group D Switched Access Service

- (1) The Telephone Company end office where service is requested or the access tandem switch for non-MTS/WATS providers.

(C)

(C)

Oregon Farmers Mutual Tel. Co.

ACCESS SERVICE

5. Ordering Options for Switched and Special Access Service (Cont'd)5.2 Access Order (Cont'd)(C) Feature Group C and Feature Group D Switched Access Service (Cont'd)

- (2) The number and type of busy hour minutes of capacity (BHMC) requested by Feature Group from the customer designated premises to the end office.
- (3) The customer designated premises where service is requested.
- (4) Any Non-Chargeable Optional Features requested.
- (5) When Feature Group C or D Switched Access Service is ordered with the Interim NXX Translation optional feature, the initial order for this optional feature shall specify the NXX code(s) to be translated within the entire LATA or Market Area. The initial and subsequent orders to add, change, or delete 800 NXX codes shall be placed separately or in combination with orders to change Feature Group C or D Switched Access BHMC. Customer assigned NXX codes which have not been ordered will be blocked.
- (6) Customers other than AT&T may, at their option, order FGD by specifying the number of trunks desired between customer designated premises and an entry switch. When ordering by trunk quantities rather than BHMC quantities to an access tandem, the customer must also provide the Telephone Company an estimate of the amount of traffic it will generate to and/or from each end office subtending the access tandem to assist the Telephone Company in its own efforts to project further facility requirements.
- (7) For 800 Data Base Access Service, as described in 6.3.6(A)(4)(a) following, the customer must order FGC or FGD to those access tandems or end offices designated as Service Switching Points (SSP) for 800 Data Base service in NATIONAL EXCHANGE CARRIER ASSOCIATION, INC. TARIFF P.C.C NO. 4, WIRE CENTER INFORMATION. Direct trunk routes can only be provided from end offices equipped to query centralized data bases. All traffic originating from end offices not equipped to provide SS7 signaling and routing require routing via an access tandem where SSP functionality is available.

(C)

(N)

(N)

(M)

(M) Material previously appearing on this sheet now appears on Original Sheet 60.1 and Original Sheet 61.

Doris Adam

From: "Rod Cotton" <rcotton@grm.net>
To: "'Doris Adams'" <dadams@brydonlaw.com>
Sent: Monday, July 28, 2003 3:27 PM
Attach: CLEC Invoice Summary.xls
Subject: RE: CLEC Billings

Trip,

Sorry for the delay in getting a response back, we are simply swamped!

We are getting paid by Birch/Ionex (merged) , McLeod USA and Sage (although Sage is currently late).

Here is the list of excuses as I remember:

Allegiance--filed for Chapter 11 protection May 14, 2003
Vartec/Excel--they want us to produce access records to bill from
MCI Metro--their regulatory attorney (Steve Morris) keeps dodging our inquiries for billing contact
Navigator--no reason given
MaxTel--no reason given
Sure-Tel--no reason given
TCG--don't believe that it's their traffic
Xspedius--no reason
Z-Tel--don't believe that they owe.
Logix--Chapter 11

Rod

BPS Telephone Company
CLEC Billings
July 7, 2003

CLEC Name	OCN	Amount			Payment		Reason Unpaid
		Billed	Paid	Due	Status		
Allegiance	3049				Late	Claim they are not a carrier and could not be responsible	
ALS-TCG	7218				Late	No Word	
Big River	9562				Current	N/A	
Birch	8665				Current	N/A	
Ciera Network	5690				Late	No Word	
Ernest	9335				Not Billed	N/A	
Excel	3442				Late	Disputed bill stating they needed more detail to pay	
Ionex	1428				Current	N/A	
M.L.M. Tele	127A				Not Billed	N/A	
Maxtel	5964				Late	No Word	
MCI Metro	7290				Not Billed	N/A	
Navigator	0525				Late	No Word	
Sage	9078				Late	Claim they are not a carrier and could not be responsible	
Vartec	5676				Late	Disputed bill stating they needed more detail to pay	
Z Tel	0326				Late	Claim they must evaluate before they will pay--no further word. They feel BPS owes them for term traffic.	
Total Due		7,069.48	112.13	6,628.26			