

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

ARB 785

In the Matter of)
)
In the Matter of SPRINT SPECTRUM L.P. and) STAFF COMMENTS
BEAVER CREEK COOPERATIVE)
TELEPHONE COMPANY.)
)
Interconnection Agreement Submitted for)
Commission Approval Pursuant to Section)
252(e) of the Telecommunications Act of 1996.)

RECOMMENDATION: APPROVE AGREEMENT

On December 19, 2006, Sprint Spectrum L.P. and Beaver Creek Cooperative Telephone Company filed an interconnection agreement with the Public Utility Commission of Oregon (Commission). The Parties seek approval of this agreement under Section 252(e) of the Telecommunications Act of 1996. The Commission provided notice by posting an electronic copy of the agreement on the World Wide Web, at: <http://www.puc.state.or.us/caragmnt/>. The Commission Staff (Staff) offers these comments.

Under the Act, the Commission must approve or reject an agreement reached through voluntary negotiation within 90 days of filing. The Commission may reject an agreement only if it finds that:

- (1) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
- (2) the implementation of such agreement or portion thereof is not consistent with the public interest, convenience, and necessity.

The agreement states an effective date of September 1, 2006. Staff points out that an interconnection agreement or amendment thereto has no effect or force until approved by a state Commission. *See* 47 U.S.C. Sections 252 (a) and (e). Accordingly, Staff points out that the effective date of this filing will be the date the Commission signs an order approving it, and that any provision stating that the parties' agreement is effective prior to that date is not enforceable.

Before recommending approval of this agreement, Staff must first briefly discuss a possible issue that arises under Section 2 (labeled RURAL TELEPHONE COMPANY). Most agreements involving rural telephone companies include the following statement: "Company is

a 'rural telephone company' as defined in the Act, 47 U.S.C. § 153(37). By entering this agreement, Company does not waive any exemptions contained in Section 251(f) of the Act." Staff understands that the purpose of such language is simply to try and preserve the Section 251(f) exemptions for the contracting rural telephone carrier.

However, Section 2 of the current agreement contains more extensive language than this typical statement. Nevertheless, Staff Believes the contracting parties here intended Section 2 to have the same meaning and effect as the typical Section 251(f) reservation of rights language stated above. Staff further believes the contracting parties did not intend that Section 2 may be used to prevent the agreement from being offered to or adopted by other carriers.

With this interpretation of Section 2, Staff recommends approval of the agreement as it does not appear to discriminate against telecommunications carriers who are not parties to the agreement and does not appear to be inconsistent with the public interest, convenience, and necessity.

Dated at Salem, Oregon, this 4th day of January, 2007.

Celeste Hari
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