

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

3 ARB 864

4 In the Matter of )  
5 WESTERN RADIO SERVICES ) APPLICATION FOR  
6 COMPANY ) RECONSIDERATION or  
7 Bona Fide Request for Termination of Rural ) REHEARING and/or FOR  
8 Exemption and for Interconnection Agreement; ) CLARIFICATION  
and Complaint/Motion for Injunction; versus )  
CENTURYTEL OF EASTERN OREGON, INC. )

9 Pursuant to ORS 756.561, Western Radio Services Company (Petitioner) hereby applies  
10 for reconsideration or rehearing of the PUC's January 28, 2009, Order dismissing Petitioner's  
11 Petition for Arbitration without Prejudice, and the ALJ's order which followed that Order.

12 **I. REQUEST FOR TERMINATION OF RURAL EXEMPTION**

13 The PUC's Order does not address fully the Petition filed by Petitioner. The PUC's order  
14 addresses the Petition as a request for arbitration. But Petitioner's request also requested  
15 termination of CenturyTel's rural exemption, an issue not addressed by the PUC.

16 The ALJ opined that CenturyTel has "voluntarily waive[d] its exemption . . . for the  
17 purposes of the negotiation of an interconnection agreement with Western." ALJ "Ruling" at 6-  
18 7. Petitioner's counsel has fully reviewed the law regarding the rural exemption and finds no  
19 provision for such a temporary "waiver" which can be invoked or discarded at the whim of the  
20 exempted carrier.

21 Either CenturyTel is properly exempt or it is not. If it is, then Western's request for  
22 termination of the rural exemption is ripe. There is no discretion for the PUC to simply ignore  
23 the request for termination of the rural exemption. 47 U.S.C. 251(f) provides in relevant part as  
24 follows:

1           **(1) Exemption for certain rural telephone companies**

2           **(B) State termination of exemption and implementation schedule** – The party making  
3           a bona fide request of a rural telephone company for interconnection, services, or  
4           network elements shall submit a notice of its request to the State commission. The State  
5           commission shall conduct an inquiry for the purpose of determining whether to terminate  
6           the exemption under subparagraph (A). Within 120 days after the State commission  
7           receives notice of the request, the State commission shall terminate the exemption if the  
8           request is not unduly economically burdensome, is technically feasible, and is consistent  
9           with section 254 of this title (other than subsections (b)(7) and (c)(1)(D) thereof). Upon  
10           termination of the exemption, a State commission shall establish an implementation  
11           schedule for compliance with the request that is consistent in time and manner with  
12           Commission regulations.

13           \* \* \*

14           The State commission shall act upon any petition filed under this paragraph within 180  
15           days after receiving such petition. Pending such action, the State commission may  
16           suspend enforcement of the requirement or requirements to which the petition applies  
17           with respect to the petitioning carrier or carriers.

18           (emphasis added).

19           The "good faith negotiation" provision is not found in the sections of the Act that apply  
20           to carriers with a rural exemption; only to ILECs, under 251(c)(1). The provisions which apply  
21           to rural exception carriers (251(a) and (b)) do not contain the good faith requirement.  
22           CenturyTel's "voluntary," temporary "waiver" of its exemption likely cannot change this. The  
23           law is the law. To allow CenturyTel to choose when to have the rural exemption and when not  
24           to thwarts the purpose of the "good faith" provision. There is no indication that CenturyTel is  
25           "voluntarily" submitting itself to liability for a lawsuit for money damages for failure to  
26           negotiate in good faith. It is disingenuous for CenturyTel to keep its rural exemption in its back  
27           pocket, so to speak. If the rural carrier exemption does not apply under the rules, it should be  
28           terminated by the PUC.

29           **II. COMPLAINT/MOTION FOR INJUNCTION**

30           It appears to Petitioner that even if it is appropriate to dismiss the Petition for Arbitration,  
31           the Complaint/Motion for Injunction should proceed. As fully briefed and argued to the ALJ, on

1 December 10 CenturyTel took extraordinary action harming Western and its customers, and that  
2 harm is ongoing and significant, and was well-documented in submissions to the PUC. There is  
3 no justification for CenturyTel's actions.

4 Although the parties do not yet have an Interconnection Agreement, the PUC has  
5 jurisdiction to address CenturyTel's shutoff of service to Autotel; and over rates charged to  
6 Autotel. See, e.g., OAR 860-021-0305 *et seq.*

7 The parties have been interconnecting in Oregon for years. Western asked CenturyTel if  
8 it wanted to agree to not bill each other for facilities and transport and termination so the PUC  
9 would not have to do the costing and the parties would not have to bill each other. CenturyTel  
10 agreed.

11 As documented in the submissions to the PUC, for the past three years, CenturyTel's  
12 equipment has been generating erroneous billings to Western for "toll" calls when in fact the  
13 calls are not toll calls, and CenturyTel has been writing off the charges in recognition of the  
14 error. But immediately after Western filed its Petition for Arbitration with the PUC in this  
15 matter, CenturyTel ceased writing off the erroneous "toll" charges. 19 days after Western filed  
16 its Petition, CenturyTel began "toll-restricting" the trunk group associated with Western Radio.  
17 This prevents Western's customers from accessing anything but CenturyTel's network, thereby  
18 preventing Western's customers from calling the customers of any other telecommunications  
19 carriers.

20 CenturyTel is prohibited from imposing tariff charges on Western by 47 C.F.R. 20.11. It  
21 appears that CenturyTel's reason for shutting off service was to pressure Western into dropping  
22 its arbitration and into accepting its standard terms and conditions in an IA.

23 Western Radio very specifically asked the PUC for the following relief: an injunction  
24 against CenturyTel billing Western for the above-referenced charges and from "toll-restricting"

1 the trunk group associated with Western Radio.

2 The Commission itself did not dismiss the complaint/motion which Petitioner filed.  
3 PUC's Order states at the end "We direct the ALJ to address the Western Motion in context of  
4 this order." The ALJ, in turn, stated in her "Ruling": "By Western's own admission, the Motion  
5 for Injunction is based upon a viable petition for arbitration," and therefore denied the Motion  
6 for Injunction. It is unclear to Petitioners what the ALJ was referring to. Petitioner's Motion for  
7 Injunction is based upon an emergent situation, described clearly in the Motion for Injunction  
8 and in the conference calls with the ALJ. It is not in any way dependent upon the existence of a  
9 viable petition for arbitration. It is a separate complaint and motion as allowed for in the PUC's  
10 rules. It was error to dismiss it.

### 11 **III. GOOD FAITH/REFUSAL TO PROCESS INTERCONNECTION ORDERS**

12 The good faith issue, had the PUC gathered evidence on it, is well-documented. See,  
13 e.g., Exhibit A (attached) (emails between the parties). It was error to dismiss the claim without  
14 gathering evidence. CenturyTel has refused to process Western's orders.

15 CenturyTel did not raise any open issues during the negotiations nor in its response to  
16 Western's petition. Western had considerable difficulty obtaining Century's position on the most  
17 basic points of an agreement. Then after Western agreed to the Type 1 interconnection  
18 CenturyTel insisted on and bill and keep for transport, termination and interconnection facilities,  
19 CenturyTel reneged on the agreement and unilaterally restricted some of Western's traffic.

20 In December 2008, the ALJ initiated the process to seek additional information from the  
21 parties and then abruptly cancelled that process. During two different teleconferences with the  
22 ALJ and in a motion, Western requested the normal process of submitting written testimony and  
23 briefing be scheduled. Instead the arbitration was canceled. This was error.

### 24 **CONCLUSION**



**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

ARB 864

In the Matter of	)	
	)	<b>CERTIFICATE OF SERVICE</b>
WESTERN RADIO SERVICES	)	
COMPANY	)	

I certify that on March 30, 2009, I sent Western Radio's Motion for Reconsideration by electronic mail and U.S. mail to the following:

Filing Center  
Public Utility Commission of Oregon  
550 Capitol Street NE, Suite 215  
Salem, OR 97301-2551  
puc.filingcenter@state.or.us

I further certify that on March 30, 2009, I also served copies of the above-referenced document upon all parties of record in this proceeding by mailing a copy properly addressed with first class postage prepaid, and by electronic mail pursuant to OAR 860-013-0070, to the following parties or attorneys of parties:

Calvin K. Simshaw  
Century Telephone of Eastern Oregon  
805 Broadway, VH1065  
Vancouver, WA 98660-3277  
calvin.simshaw@CenturyTel.com

Michael T. Weirich  
Assistant Attorney General  
Regulated Utility & Business Section  
1162 Court St NE  
Salem, OR 97301-4096  
michael.weirich@doj.state.or.us

Richard L. Oberdorfer  
Western Radio Services Co Inc  
Bend, OR 97701  
oberdorfer@earthlink.net

Richard A. Finnigan  
2112 Black Lake Blvd SW  
Olympia, WA 98512  
rickfinn@localaccess.com

Dated March 30, 2009.

/s/ Marianne Dugan  
Marianne Dugan, OSB # 93256  
Attorney for Western Radio  
259 E. 5th Ave., Suite 200-D  
Eugene, Oregon 97401  
(541) 338-7072

-----Original Message-----

From: Richard L. Oberdorfer [mailto:oberdorfer@earthlink.net]

Sent: Tuesday, April 08, 2008 1:41 PM

To: Brenda Pagel

Subject: Disconnect Notice

Brenda

Attached is a copy of 47CFR20.11(d) which prohibits imposing tariff charges for the transport and termination of wireless calls.

Please send the contact information for your company's legal counsel who handles the Oregon area.

Thanks

Richard L. Oberdorfer  
Western Radio Services Co.

---

----- Original Message -----

From: Brenda Pagel

To: Richard L. Oberdorfer

Sent: Tuesday, April 08, 2008 1:43 PM

Subject: RE: Disconnect Notice

Richard,

I am awaiting on some additional information from Jackie. She is out of the office for a few days this week. I did speak with Cal. He had stated that back years ago you were trying to get an interconnection agreement with CenturyTel. At this time, there is no interconnection agreement. The FCC ruling as you are referring could and might have applied in relations to an interconnection agreement. However, you do not have a interconnection agreement so the ruling does not apply.

In review of the billing, the charges are all Long Distance charges, dialed direct calls. It does include Directory Assistant calls as well. This usage is legal to charge. CenturyTel is not billing your Company for any DID numbers, Trunks and/or other services on this account. It is only billing you for Long Distance tracking. Long distance calls.

You had stated that you had an agreement with Qwest. Could you share some of that info with me? The more information that I have , the more that I can pass along to Jackie.

As I stated, let me gather some more information about this from Jackie. I will let you know what the outcome is.

Brenda

---

----- Original Message -----

From: Brenda Pagel

To: Richard L. Oberdorfer

Sent: Tuesday, April 08, 2008 2:35 PM

Subject: RE: Disconnect Notice

Please forward me a copy of the complete order. I will have our customer service department start today on a complete audit to verify the type of service and billing.

---

-----Original Message-----

From: Richard L. Oberdorfer [mailto:oberdorfer@earthlink.net]

Sent: Tuesday, April 08, 2008 4:27 PM

To: Brenda Pagel

Subject: Re: Disconnect Notice

Brenda

Cal is wrong. The ruling is called the T-Mobile Order and it precisely addresses local exchange carriers assessing tariff charges on wireless carriers instead of negotiating agreements in good faith like the 1996 Act required. I will send a copy of the order to you.

The directory assistance charges are valid and Western is paying those. It is the tariff charges for transport and termination of Western's wireless calls that are unlawful. The FCC also prohibited LECs from charging to terminate their wireline traffic so any charges for DIDs and numbers would also violate the law. We could go to the effort of litigating an interconnection agreement but it is likely our costs of transporting and terminating CenturyTel calls is greater and CenturyTel would owe Western money. What I am hearing is that is your company's preference. So to get this started, I will need the contact information for your legal counsel.

I think our dispute is with CenturyTel, not Qwest, because CenturyTel is the party assessing the tariff charges. But if you are interested in Western's dealings with Qwest, most including the agreement, is available on the Oregon PUC website.

Richard

---

-----Original Message-----

From: Richard L. Oberdorfer [mailto:oberdorfer@earthlink.net]

Sent: Wednesday, April 09, 2008 12:04 PM

To: Brenda Pagel

Subject: Re: Disconnect Notice

Brenda

I sent the copy of the FCC Order about the same time you sent this email so please let me know if you did not receive a copy of the order.

Thanks  
Richard

---

----- Original Message -----

From: Brenda Pagel  
To: Richard L. Oberdorfer  
Sent: Wednesday, April 09, 2008 11:20 AM  
Subject: RE: Disconnect Notice

I got it. I emailed it to Jackie last night. I am just waiting on some info now from her.

---

From: Richard L. Oberdorfer [mailto:oberdorfer@earthlink.net]  
Sent: Wednesday, June 04, 2008 1:28 PM  
To: Brenda Pagel  
Subject: Re: Disconnect Notice

Brenda

Well I am still getting these disconnect notices resulting from the unlawful tariff charges your company has continued to bill Western for. What is CenturyTel's preference? Should we continue with the bill and keep interconnection arrangement or litigate an interconnection agreement?

Also Western is interested in having CenturyTel carry Western's interMTA traffic but your rep refused to place our order. I want to know if CenturyTel intends to process Western's order's for both tariff and non tariff interconnection and exchange of traffic.

Thanks  
Richard

---

----- Original Message -----

From: Brenda Pagel  
To: Richard L. Oberdorfer  
Sent: Wednesday, June 04, 2008 2:26 PM  
Subject: RE: Disconnect Notice

I will forward this to our support department once again. That is just about all I can do at this point.

Their email address is [lax-support-business@centurytel.com](mailto:lax-support-business@centurytel.com).

---

----- Original Message -----

From: Brenda Pagel  
To: Richard L. Oberdorfer  
Sent: Wednesday, June 11, 2008 2:21 PM  
Subject: RE: Disconnect Notice

Richard,

Not sure really what I can tell you. At this time, it is out of my hands. I am in the collections department and I have nothing to do with the tariffs.

I will forward this once again to our support department.

Brenda

---

From: Richard L. Oberdorfer [<mailto:oberdorfer@earthlink.net>]  
Sent: Wednesday, June 11, 2008 4:36 PM  
To: Brenda Pagel  
Subject: Re: Disconnect Notice

Brenda

If do not have assurance that CenturyTel will process Western's service and interconnection orders by the end of tomorrow, Western will submit to CenturyTel a bona fida request and serve a notice of that request on the OPUC in accordance with 47 USC 251(f)(1)(B).

Richard L. Oberdorfer  
Western Radio Services Co.

---

From: Richard L. Oberdorfer [mailto:oberdorfer@earthlink.net]  
Sent: Monday, July 07, 2008 2:12 PM  
To: Jackie Phillips  
Subject: Interconnection Negotiations

Hi Jackie

Your company received Western Radio's request for interconnection negotiations on the 16th of June. It would have been nice of you to acknowledge the request or make some effort to contact me. I had a little trouble digging up your email address again.

At this point my questions are:

- 1) Does Centurytel want to waive its exemption of 251(c)? I am sure the OPUC would appreciate that.
- 2) Will Centurytel process Western's interconnection orders in the interim until an interconnection agreement becomes effective?

Thanks

Richard L. Oberdorfer  
Western Radio Services Co.

---

----- Original Message -----

From: Jackie Phillips  
To: Richard L. Oberdorfer  
Cc: Calvin Simshaw  
Sent: Monday, July 07, 2008 2:50 PM  
Subject: RE: Interconnection Negotiations

Richard,

Your request was received by CenturyTel on June 16, 2008 thus beginning the statutory timeframe for negotiations. This email confirms that date on which interconnection negotiations commenced between CenturyTel and Western Radio. The period during which either party to the negotiations may petition the Oregon Public Utility Commission begins October 28, 2008 and closes November 22, 2008.

Is it Western Radio's wish to negotiate a wireless interconnection agreement similar to the last

negotiation attempt? If so, I am not sure I see where CenturyTel's rural exemption would be a factor in the negotiation.

In response to Question 2, what interconnection orders do you refer to? As a rule CenturyTel does not process interconnection orders without a fully negotiated and approved interconnection agreement in place. If I recall from our last negotiations, you already have interconnection facilities in place.

Hope this helps.

Jackie Phillips  
Regional Director-Carrier Relations  
805 Broadway  
Vancouver, WA 98660

Telephone: (360) 905-6985  
Facsimile: (360) 905-6811

---

From: Richard L. Oberdorfer [mailto:oberdorfer@earthlink.net]  
Sent: Monday, July 07, 2008 3:51 PM  
To: Jackie Phillips  
Cc: Calvin Simshaw  
Subject: Re: Interconnection Negotiations

Jackie

What I remember from our earlier negotiations was CenturyTel wanted to start charging for interconnection facilities. In that case Western will need an interconnection agreement which meets the requirements of section 251 and the regulations. I did send a copy of Western's interconnection request to the OPUC in accordance with 251(f)(1)(B). They are supposed to terminate the exemption within another 90 days or so. There is no sense in them doing anything if CenturyTel waives its exemption. I would like to let the OPUC know one way or the other.

Western presently interconnects just in Burns on a single DS1. We may request interconnection in other exchanges. Also we need to reconfigure some of our existing interconnection trunks from DOD/DID to 4 wire E&M with DTMF signaling.

So I would just like a yes or no answer to these questions.

Thanks  
Richard

---

----- Original Message -----

From: Jackie Phillips  
To: Richard L. Oberdorfer  
Cc: Calvin Simshaw  
Sent: Wednesday, July 09, 2008 3:37 PM  
Subject: RE: Interconnection Negotiations

Richard:

CenturyTel does not anticipate asserting the rural exemption with regard to any interconnection functions being sought by Western Radio. Therefore, in our view, as with the prior Commission docket relating to negotiations between our companies, there is no need for the Oregon Commission to review or rule upon the rural exemption.

With regard to interim arrangements, CenturyTel is already providing transport and termination associated with exchange of traffic with Western Radio. Exchange of traffic in any new areas will be handled consistent with 47 CFR 51.715.

Jackie

---

From: Richard L. Oberdorfer [mailto:oberdorfer@earthlink.net]  
Sent: Thursday, July 10, 2008 12:11 PM  
To: Jackie Phillips  
Cc: Calvin Simshaw  
Subject: Re: Interconnection Negotiations

Jackie

Thank you for clarifying CenturyTel's position on continuing its exemption.

I am still not clear on your responses to my question about processing Western's interconnection orders. 51.715(a)(1) says this section does not apply because we have an existing interconnection arrangement. So it appears to me for interconnections in new areas CenturyTel purposes a process that does not apply. Your answer does not address requests to modify our existing interconnections. Part of your response is not clear and the other absent.

So what does CenturyTel want change with the existing arrangement? Would you like to propose an agreement?

Thanks  
Richard

---

----- Original Message -----

From: Jackie Phillips  
To: Richard L. Oberdorfer  
Cc: Calvin Simshaw  
Sent: Thursday, July 17, 2008 9:22 AM  
Subject: RE: Interconnection Negotiations

Richard:

I would be happy to propose another wireless interconnection agreement. In doing so, it would be helpful to know exactly what you are looking for as an interconnection design. Are you proposing to move off your Type 1 connections and go to Type 2? Type 1 connections do not work well with LNP and most carriers have wanted to move to Type 2 connections.

CenturyTel's general policy is that an interconnection agreement needs to be in place prior to placing orders for interconnection.

Jackie

---

From: Richard L. Oberdorfer [mailto:oberdorfer@earthlink.net]  
Sent: Friday, July 18, 2008 11:20 AM  
To: Jackie Phillips  
Subject: Re: Interconnection Negotiations

Jackie

Does the Eastern Oregon company have a tandem? If so where? For Burns we will continue to interconnect at the local switch, at least with our pending network upgrade.

For tandem switch interconnects we need the option of MF and SS7 signaling.

For local switch interconnects we need end to end, DOD/DID and 4 wire E&M with the option of pulse, MF and DTMF signaling.

I would view CenturyTel's interim interconnection policy as "accept our terms and conditions or

accept the lost profits caused by the delay of negotiation". That policy seems to be at odds with CenturyTel's obligation to negotiate in good faith. But our companies already have an existing interconnection arrangement and Western needs to, at Burns, reconfigure some of its DOD/DID trunks to 4 wire E&M with DTMF signaling as part of our network upgrade. So for now I would appreciate an answer to whether CenturyTel will process our interconnection orders for the changes at Burns.

Thanks  
Richard

---

----- Original Message -----

From: Jackie Phillips  
To: Richard L. Oberdorfer  
Cc: Calvin Simshaw  
Sent: Friday, July 18, 2008 12:35 PM  
Subject: RE: Interconnection Negotiations

Our Eastern Oregon company does not have a tandem.

I will need to research the interim interconnection ordering concept with my management for more direction.

Thanks.  
Jackie

---

----- Original Message -----

From: JONES Shelley E.  
To: Richard L. Oberdorfer  
Cc: MARINOS Kay ; HARI Celeste  
Sent: Wednesday, July 30, 2008 2:12 PM  
Subject: Burden of Proof

Mr. Oberdorfer,

In concert with your request to the Public Utilities Commission to terminate CenturyTel of Easter Oregon, Inc.'s exemption under 47USC251(f)(1)(B), attached is the latest document of legal standing regarding the "Burden of Proof" standards found in 51.405, which, during our conversation today, you referenced in support of your written request.

Please review this information. I believe another conversation would be of value and look forward to hearing from you.

<<251f da011951.doc>>

Shelley Jones  
Oregon PUC  
Senior Policy Analyst  
503-373-7486

---

----- Original Message -----

From: Richard L. Oberdorfer  
To: JONES Shelley E.  
Sent: Thursday, July 31, 2008 9:48 AM  
Subject: Re: Burden of Proof

I would have to say the language in Western's request follows the first sentence in 252(a)(1). It is a copy of the first request from Western prepared by telecom attorney John Stevens and sent to US West in 1996. I have been using it ever since.

In any event, Western and its affiliate have initiated arbitration proceedings about 22 times in 5 states and no ILEC, state commission or court has ever questioned the adequacy of the request for interconnection and services.

Richard

---

----- Original Message -----

From: JONES Shelley E.  
To: Richard L. Oberdorfer  
Sent: Thursday, July 31, 2008 10:10 AM  
Subject: RE: Burden of Proof

Sending another copy via email is not needed.

Do you believe that your request for negotiations as written allows Western Radio to petition the PUC for arbitration under 252?

Shelley Jones  
503-373-7486

---

----- Original Message -----

From: JONES Shelley E.

To: Richard L. Oberdorfer ; Jackie Phillips ; calvin.simshaw@CenturyTel.com

Cc: MARINOS Kay ; CONWAY Bryan

Sent: Friday, August 15, 2008 8:55 AM

Subject: Western Radio/CenturyTel Call Follow-UP

Thank you for participating in yesterday's informal, informational call. The objective was to reconcile the parties' positions regarding CenturyTel's rural exemption and its application to Western Radio's bona fide request for interconnection and services and its request to the Commission to terminate such exemption on the belief that it had been exercised by CenturyTel.

Parties positions per my notes (to the extent that I have misrepresented a position please provide a correction):

Western Radio stands by its original position that CenturyTel of Eastern Oregon, Inc. claims it is a rural telephone company and is exempt from section (c) of 47 USC 251 and therefore it requests the Commission terminate the exemption so it may:

1. access CenturyTel for:  
negotiations (251(c)1),  
interconnection (251(C)2), and  
service (no reference given), and

2. it wants to interconnect its equipment directly with the facilities of CenturyTel

CenturyTel continues to hold its original position that Western Radio can have access to CenturyTel for negotiations, interconnection, and service regardless of CenturyTel's rural status. It maintains that:

1. it does not exert, so there is no need to lift, a rural exemption for negotiations, interconnection and service.

It has a general duty to interconnect directly or indirectly with the facilities and equipment of other telecommunications carriers (251(a)(1)).

It has a duty to establish reciprocal compensation arrangements for the transport and termination of telecommunications (251(b)(5)).

It is not exercising any rural exemption right it may have regarding the duty to negotiate in good faith in accordance with section 252 the particular terms and conditions of an agreement to fulfill Western Radio's request as specifically stated above.

2. it has a template ICA that it can provide to Western Radio.
3. if open issues remain after voluntary negotiation and Western Radio petitions the Commission to arbitrate the open issues, CenturyTel agrees to arbitrate and simultaneously adjudicate within the arbitration any exercising of its rural exemption, should there be any.

Although no final conclusions were drawn during yesterday's call, we did discuss further actions. In keeping with the objective of reconciling the position of Western Radio with that of CenturyTel, CenturyTel's legal representative will affirm by letter to Western Radio by midweek next week those subsections of 251 that CenturyTel finds its rural exemption would not apply. Western Radio will review this letter and make its findings available to those on this email by August 29, 2008. We indicated a follow call will be held the first week in September.

Shelley Jones  
Oregon PUC  
Senior Policy Analyst  
503-373-7486

---

----- Original Message -----

From: JONES Shelley E.  
To: Richard L. Oberdorfer  
Sent: Thursday, August 28, 2008 8:45 AM  
Subject: RE: Western Radio/CenturyTel Call Follow-UP

Richard,

I received a copy of the CenturyTel letter stating it will not assert the rural exemption with regard to obligations under Section 251(c)(1) and 251(c)(2) with regard to Western Radio's bona fide request.

Please be sure to share your review of this letter with everyone on the below email yet this week. We can then schedule a follow up call for next week.

Thank you,

Shelley Jones  
Oregon PUC  
Senior Policy Analyst  
503-373-7486

---

----- Original Message -----

From: Richard L. Oberdorfer  
To: JONES Shelley E.  
Cc: Jackie Phillips ; calvin.simshaw@CenturyTel.com  
Sent: Sunday, August 31, 2008 2:52 PM  
Subject: Re: Western Radio/CenturyTel Call Follow-UP

Shelley

I have had a chance to digest the CenturyTel letter. I am not confident CenturyTel's assurance it will not assert the rural exemption can be relied upon any more than its assurance it will negotiate in good faith. And perhaps, the whole issue of rural exemption would be moot if we had been able to negotiate an agreement by now. I have no indication CenturyTel's position of "accept our terms and conditions or litigate" has changed.

It seems to me that this process of development of competitive markets would go a whole lot smoother if everyone followed the law and regulation. CenturyTel claims it is rural telephone company. Rural telephone companies are exempt from 251(c) until the PUC terminates the exemption. Termination of the 251(c) exemption is necessary because Western seeks to directly interconnect with the CenturyTel network. It does not appear that the inquiry required by 251(f) would be all that complicated since CenturyTel has voluntarily interconnected with other competing carriers.

I would suggest not assigning a burden of proof to Western in this case. As noted in footnote 18 of the FCC order you sent, the Alaska Commission's decision to assign a burden of proof to a requesting carrier was reversed by the Alaska Superior Court. And the first issue to address in the inquiry should be, does CenturyTel of Eastern Oregon meet the requirements to be considered a rural carrier.

Thank you

Richard

---

----- Original Message -----

From: Jackie Phillips  
To: Richard L. Oberdorfer  
Cc: Calvin Simshaw  
Sent: Wednesday, September 10, 2008 11:25 AM  
Subject: Oregon Negotiation

Richard,

Just wanted to give you a status report on our negotiations from CenturyTel's end. We are

currently updating our wireless interconnection template. This is a corporate-wide endeavor and not specific to our negotiations with Western Radio. I am hoping to have a template to offer within the next week or two at the latest. In the meantime we may want to incorporate actual interconnection facility descriptions in the proposed agreement. You have alluded to the fact that you may want to interconnect additional exchanges. Please provide me with the current and proposed exchanges and offices that you would like to interconnect with along with the network design information that you would propose to use. This will give us a headstart on determining what facilities are available and feasible to accommodate interconnection with Western Radio. Actual design drawings would be especially helpful.

Do you wish to continue with the Type 1 interconnection that you have today or will you be moving to a Type 2 interconnection where you would have your own NPA/NXXs?

Thank you.  
Jackie Phillips  
Regional Director-Carrier Relations  
805 Broadway  
Vancouver, WA 98660

Telephone: (360) 905-6985  
Facsimile: (360) 905-6811

---

----- Original Message -----

From: Richard L. Oberdorfer  
To: Jackie Phillips  
Cc: Calvin Simshaw  
Sent: Wednesday, September 10, 2008 11:40 AM  
Subject: Re: Oregon Negotiation

Jackie

The agreement will have to provide for interconnection at the deemed technically feasible points in 51.305 and the meet point portion of 51.321. If you plan to offer an agreement which would require Western to apply for interconnection later and then CenturyTel would tell us if they would do it and the cost, you are wasting your time.

Western anticipates continuing with the Type I interconnection at Burns. Our plan is to replace the existing switch at Burns with switches that use 4 wire E&M signaling. The other switch, located at Bend, will not change. I answered most of your other questions, including providing the technical interface specifications for Western's equipment, in my July 18, 2008 email to you.

Thanks  
Richard

---

From: Richard L. Oberdorfer [mailto:oberdorfer@earthlink.net]  
Sent: Wednesday, October 22, 2008 5:18 PM  
To: Jackie Phillips  
Subject: Interconnection Negotiations

Jackie

It has been over a month since you advised me to expect a proposed interconnection agreement from CenturyTel in a couple weeks. The 135 days is up next week and my thinking is since CenturyTel is still refusing to interconnect with Western on an interim basis I will need to prepare and submit a petition for arbitration. Does CenturyTel intend to ask the OPUC to impose its template agreement in response to Western's petition?

Thanks  
Richard

---

----- Original Message -----

From: Jackie Phillips  
To: Richard L. Oberdorfer  
Sent: Wednesday, October 22, 2008 5:32 PM  
Subject: RE: Interconnection Negotiations

Cal and I have been working on the template agreement and I should have a new template version for your review by tomorrow.

I am still unclear in your reference to our refusing to interconnect with Western on an interim basis. To my knowledge you are interconnected with us today and have been for several years. Therefore I do not see where we are refusing to interconnect on an interim basis. If you have had orders rejected, please provide me with the exact details of what you have ordered and what was rejected. I will research and see if I can determine what the issue is.

We expect to negotiate from our basic template. Since the 135 days is coming up, CenturyTel is not opposed to extending the arbitration window. This is routinely done in time consuming negotiations. If Western is open to extending the window, please let me know and I can provide a sample format that has been used with other carriers for your review and possible use.

Thanks.  
Jackie

---

----- Original Message -----  
From: Richard L. Oberdorfer  
To: Jackie Phillips  
Sent: Wednesday, October 22, 2008 7:18 PM  
Subject: Re: Interconnection Negotiations

Jackie

The last I heard from you was it was CenturyTel's policy "that an interconnection agreement be in place prior to placing orders for interconnection." I am sure you can understand why Western would be reluctant to purchase new switching equipment without reasonable assurance CenturyTel's would be willing to provide interconnection. And yes Western has already had an order for exchange access rejected.

As to your suggestion we agree to set back the date of Western's interconnection negotiation request, my experience has been half the time those agreements I signed were nothing more than a scheme of the LEC to run out the clock and then take the position "Oh, you have to start over again". But I would consider it if you would send your sample format.

Thanks  
Richard

---

----- Original Message -----  
From: Jackie Phillips  
To: Richard L. Oberdorfer  
Cc: Sandy Nelson  
Sent: Friday, December 05, 2008 9:12 AM  
Subject: Toll Billing on BAN# 300342108

Richard,

We have researched the toll charges being billed on Western Radio's BAN# 300342108. The toll calls are being generated by your Type 1 interconnection trunk group with Billing Telephone Number (BTN) (541) 573-2311. I am told that your switch controls how calls from your wireless

customers are routed to CenturyTel's switch. If your wireless customers are dialing calls that your switch routes to CenturyTel's switch for completion, all intralata calls routed to our switch as 1+NPA-NXX-XXXX will be routed as an intralata toll call to Qwest and billed to the (541) 573-2311 number, since a Type1 trunk group does not identify individual DID originating numbers. These intralata toll charges are billed by Qwest on your CenturyTel billing statement.

A solution to alleviating intralata toll being billed by Qwest and CenturyTel to (541) 573-2311 is to toll restrict the trunk group in our switch or you could choose a different carrier to provide intralata toll service for your Type 1 trunk group. Otherwise these are legitimate toll calls and are only occurring because Western Radio's switch is routing 1+ NPA-NXX-XXXX calls to CenturyTel's switch. The charges need to be paid or the account is subject to disconnection. Again to solve the toll billing charges, the trunk group can be toll restricted or you can choose a different carrier to provide intralata toll service for your Type 1 trunk group.

Jackie Phillips  
Regional Director-Carrier Relations  
805 Broadway  
Vancouver, WA 98660

Telephone: (360) 905-6985  
Facsimile: (360) 905-6811

---

From: Richard L. Oberdorfer [mailto:oberdorfer@earthlink.net]  
Sent: Friday, December 05, 2008 7:08 PM  
To: Jackie Phillips  
Cc: Sandy Nelson  
Subject: Re: Toll Billing on BAN# 300342108

Jackie

I agree the billings for "toll calls" are being generated by CenturyTel's equipment. I do not agree to your proposed solution. Western routes all calls to CenturyTel's switch just like CenturyTel routes all calls to Western's switch.

The solution I suggest is for CenturyTel to modify its equipment so it does not generate billings for intraMTA wireless traffic. I thought we had agreed that because the balance of traffic was 50% that neither party would bill the other for transport and termination. Is CenturyTel renegeing on the agreement?

Richard

---

----- Original Message -----

From: Jackie Phillips  
To: Richard L. Oberdorfer  
Cc: Sandy Nelson ; Richard A. Finnigan  
Sent: Tuesday, December 09, 2008 9:27 AM  
Subject: RE: Toll Billing on BAN# 300342108

Richard,

It appears we cannot agree on the toll issue and Western Radio has no intent on paying the Qwest toll charges billed on Western Radio's account. Therefore this email serves as notice that effective December 10, 2008, the trunk group associated with Western Radio will be toll restricted.

Jackie Phillips  
Regional Director-Carrier Relations  
805 Broadway  
Vancouver, WA 98660

Telephone: (360) 905-6985  
Facsimile: (360) 905-6811

---

----- Original Message -----

From: Jackie Phillips  
To: Richard L. Oberdorfer  
Cc: Sandy Nelson ; Richard A. Finnigan  
Sent: Monday, December 08, 2008 11:49 AM  
Subject: RE: Toll Billing on BAN# 300342108

Richard,

I believe you are mixing apples and oranges. We agree to a 50% balance of traffic for local interconnection traffic between Western Radio and CenturyTel. The toll that is being billed on your account is a retail arrangement between an end user and a carrier (Qwest). CenturyTel is doing the billing and collection for Qwest for 1+ (toll) traffic being generated by an end user (Western Radio or a Western Radio subscriber). CenturyTel is not the carrier for these toll calls. The toll billing does not fall under the proposed interconnection negotiation and/or a resulting agreement between CenturyTel and Western Radio.

Again, if you do not want to pay toll charges, we can toll restrict the account. Those are your two choices, pay the toll charges or have the account toll restricted. These charges are not

related to reciprocal compensation arrangements that fall under the proposed interconnection agreement.

Jackie

---

From: Richard L. Oberdorfer [mailto:oberdorfer@earthlink.net]  
Sent: Monday, December 08, 2008 8:37 PM  
To: Jackie Phillips  
Cc: Sandy Nelson; Richard A. Finnigan  
Subject: Re: Toll Billing on BAN# 300342108

Jackie

I do not believe I have anything mixed up. Our agreement of 50% and for not billing was for reciprocal compensation. Reciprocal compensation applies to wireless traffic that originates or terminates within the Major Trading Area (MTA). When CenturyTel responds to the Petition it should inform the OPUC it no longer intends to honor our agreement and identify an open issue.

Western's subscribers have no arrangement with or obligation to either CenturyTel or Qwest. The problem continues to be in CenturyTel's equipment and CenturyTel has the ability to cease the unlawful billings without disrupting the telephone services of Western's subscribers.

Richard