

**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

ARB 26(3)

In the Matter of	)	
	)	
QWEST CORPORATION and VERIZON	)	PUC STAFF'S COMMENTS
NORTHWEST INC.,	)	
	)	
Third Amendment to Interconnection	)	
Agreement Submitted for Commission	)	
Approval Pursuant to Section 252(e) of the	)	
Telecommunications Act of 1996.	)	

RECOMMENDATION:      APPROVE AMENDMENT

On April 17, 2006, Qwest Corporation (Qwest) and Verizon Northwest Inc. (Verizon) filed a third amendment to the interconnection agreement previously approved by the Public Utility Commission of Oregon (Commission). The parties seek approval of the amendment under Section 252(e) of the Telecommunications Act of 1996. The Commission provided notice by posting an electronic copy of the amendment 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 or amendment thereto, 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.

Qwest and Verizon have a second interconnection agreement separately docketed as ARB 637. This is an unusual situation. Normally there is only one agreement in effect at a time for any two parties. Staff contacted Qwest and Verizon to inquire why the parties entered into two agreements. The parties indicated that the separate agreements deal with separate aspects of their relationship as incumbent local exchange carriers (ILEC) and as competitive local exchange carriers (CLEC). The parties entered into ARB 26 to address the exchange of local traffic between the two parties in

their ILEC capacity. Qwest and Verizon entered into the ARB 637 agreement to address the exchange of local traffic resale, unbundled network elements, collocation, and similar matters when Verizon acts as an ILEC and Qwest acts as a CLEC. Both parties submitted a statement indicating that this arrangement has been in use for some time and there have been no disagreements regarding how the terms apply in specific situations. While it may be somewhat unusual to have more than one agreement docketed between two parties, it is not unlawful, discriminatory, or necessarily inconsistent with the public interest.

Staff notes 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.

Staff concludes that the amendment 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. Staff recommends approval of the amendment.

Dated at Salem, Oregon, this 1<sup>st</sup> day of June, 2006.

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