

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

ARB 728

In the Matter of)
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In the Matter of)
)
QWEST CORPORATION) STAFF COMMENTS
)
Petition for Approval of Wireless)
Interconnection Agreement with Springfield)
Radio Communications, Inc.)

On March 17, 2006, Qwest Corporation (Qwest) petitioned the Public Utility Commission of Oregon (Commission) for approval of an interconnection agreement with Springfield Communications, Inc. (Springfield). In its petition, Qwest cites a recent Federal Communications Commission (FCC) decision in which it amended its rules to clarify that an incumbent local exchange carrier (ILEC), such as Qwest, may initiate interconnection proceedings with a commercial mobile radio service (CMRS) provider, such as Springfield Radio Communications, Inc., under 47 USC §§ 251 and 252. *See In the Matter of Developing a Unified Inter-carrier Compensation Regime; T-Mobile et al. Petition for Declaratory Ruling Regarding Incumbent LEC Wireless Termination Tariffs*, CC Docket No. 01-92, FCC 05-042, 20 FCC Rcd 4855, 4864-65 (rel Feb. 24, 2005) (*T-Mobile Order*). 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/>. On April 17, 2006, a Hearings Officer Ruling was issued requesting a staff review of the agreement. The Commission Staff (Staff) offers these comments.

The agreement, as filed, is incomplete. There are several blank provisions throughout the agreement. The cover page does not state the wireless service provider's name or the state involved in the docket, Page 1 is missing the wireless service provider's name and state of incorporation. Page 4, Section 4.13 and Page 29 are missing the actual State Commission involved in the docket, Page 30 is missing the name and address of the wireless service provider, Page 72 has no break between Section 20.3.3 and 20.3.4, Page 74 is missing the wireless service provider's name and signature, Exhibit D is titled Exhibit 1, page 39, and contains a partial sentence and no further information. Exhibits C, E, G, H, and J are listed in the Table of Contents as "intentionally left blank", but no sheets representing the exhibits are included in the agreement. Normally if the Table of Contents lists the exhibit in any form, there is a page representing the exhibit which includes the phrase "intentionally left blank" on the face of the page. Exhibit K is not listed in the Table of Contents nor is there an actual Exhibit K included in the agreement.

Furthermore, the agreement, as submitted, contains two sections labeled as 5.4.3 on Page 16. One section is highlighted and one is not. It may be reasonable to assume that the highlighted section is the correct section based on the wording but a document containing two sections labeled exactly the same is confusing and ambiguous.

The missing and duplicative information leads staff to believe that the agreement is a form document that could be used for any paging provider. Staff believes that the agreement should contain the specific information relating to the specific paging provider involved in the docket prior to Commission approval or enforcement of the agreement. The duplicated sections make the agreement confusing and ambiguous because a reader cannot know which section is correct.

The terms of the agreement itself do not appear to discriminate against telecommunications providers, wireless carriers, or paging providers who are not parties to the agreement. The agreement does not appear to be inconsistent with the public interest, convenience, and necessity. The agreement appears to comply with 47 USC §§ 251 and 252 and other applicable state and Federal laws.

Dated at Salem, Oregon, this 12th day of May, 2006.

Celeste Hari
Telecommunications Analyst
Competitive Issues
Telecommunications Division