

McDowell & Rackner PC



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January 28, 2008

VIA ELECTRONIC FILING

PUC Filing Center
Public Utility Commission of Oregon
PO Box 2148
Salem, OR 97308-2148

Re: Docket UM ____

Dear Sir or Madam:

Enclosed for filing is Comspan Communications Inc.'s Amended Application for Eligible Telecommunications Provider (ETP) to Provide OTAP Services. This application replaces the application previously filed on January 22, 2008. Please contact me with any questions.

Very truly yours,

A handwritten signature in black ink, appearing to read "Amie Jamieson".

Amie Jamieson

Enclosures

cc: Eugene Eng, Verizon
Alex Duarte, Qwest
Jon Cray

Amended Oregon Telephone Assistance Program (OTAP) Application
for Eligible Telecommunications Provider (ETP) to provide OTAP Services
January 28, 2008

Part I. Application Information and Service Plan

1. Legal name of applicant: Comspan Communications Inc.
2. Name or names that applicant is doing business as: _____
3. Contact information pertaining to your designated staff who would be handling OTAP communication:

Name: Marty Patrovsky

Address: 1012 SE Oak Avenue Suite 200

City: Roseburg State: OR Zip: 97470

Phone number: (541) 229-2101 Fax: (541) 672-9899

E-Mail: mpatrovsky@yahoo.com

4. Are you authorized to provide telecommunications services in the State of Oregon

Yes Oregon PUC Telecommunications Service Provider ID No. 7439

No **Stop.** You must apply for and obtain Oregon PUC approval to offer telecommunications services in the State of Oregon before you can participate in the OTAP program.

5. Are you currently designated as a federal Eligible Telecommunications Carrier (ETC) by Oregon Public Utility Commission in the service areas where you intend to participate in OTAP?

Yes Docket No. UM 1316

No **Stop.** OTAP is an adjunct to the federal universal service fund Lifeline and Linkup programs. You must apply for and obtain designation as a federal eligible telecommunications carrier (ETC) in those service areas where you intend to participate in OTAP.

6. List the specific Oregon exchanges where you seek to participate in OTAP. If your current federal ETC service area is not coextensive with specific Oregon

- d. A list of interconnection agreements the applicant maintains with Oregon ILECs and the effective date of such agreements;

Please see Attachment 1.

- e. A list of interexchange carriers the applicant will use to provide interstate and intrastate toll services for its OTAP customers.

Please see Confidential Attachment 2.

8. The number of residential, business and tribal basic service customers served by the applicant as of December 31, of the most recent calendar year. Specify whether these customers are served by wireline service or wireless instruments.

Please see Confidential Attachment 2.

Part II. Conditions to Provide OTAP Services to Qualifying Oregonians

These conditions apply in addition to the general conditions of certification. Violating these conditions, or misrepresenting information provided to PUC in the course of administering the OTAP programs may result in cancellation of your Telecommunications Provider's Certificate, your authority to provide OTAP Services and/or an order requiring you to refund with interest and penalties of any OTAP support distributed under false information.

1. The applicant agrees to offer reduced residential rates to eligible low-income customers pursuant to the Oregon Telephone Assistance program (OTAP). See OAR 860-033-0001 through 0046.
2. The applicant understands that only PUC may approve OTAP benefits for the consumer and provide benefits to OTAP consumers after PUC has notified the applicant of their eligibility. A telecommunication provider who grants OTAP benefits to ineligible customers will have the total amount of the OTAP benefits that were given to those customers deducted from the monthly or quarterly OTAP reimbursement invoices that the telecommunications provider submits to the Commission (OAR 860-033-0045 (1) (d)).
3. The applicant agrees that they will ensure the consumer will see their OTAP credit within 30 days from the date that the applicant has been notified of the consumer's eligibility status, and to remove consumers within 30 days after they no longer qualify for OTAP benefits.
4. The applicant agrees that if an OTAP consumer did not receive his or her benefits from the applicant after being approved by the Commission, that the applicant will reimburse the consumer up to a maximum of one year of OTAP benefits credited to their telephone line (OAR 860-033-0030 (7)).

5. The applicant agrees that they will submit reports for reimbursement quarterly (if they have less than 1,000 OTAP consumers) or monthly (if they have more than 1,000 OTAP consumers). Reports are expected to be submitted even if there are zero consumers (OAR 860-033-0045 (1)).
6. The applicant agrees that upon request, a qualifying OTAP recipient shall be entitled to toll limitation service from an eligible telecommunications carrier, when available, at no additional charge. Further, the applicant agrees not to deny or disconnect basic service to an OTAP customer for failure to pay toll charges, or require a deposit from OTAP consumers who voluntarily elect to receive toll-blocking services. (OAR 360-021-0200 (5), and 360-021-0335 (4) (b)).
7. An OTAP recipient is required to be the named subscriber to the local telecommunication service in order for that household to qualify for OTAP benefits. PUC may waive this requirement if it determines that good cause exists. Applicant agrees to comply with reimbursing OTAP consumers who are not named subscribers at the Commission's request.
8. The applicant agrees to ensure that confidential information (including phone number, addresses, contact information and social security numbers) of OTAP recipients is protected (OAR 360-033-0030 (5)). The applicant agrees to maintain a written policy to ensure that the applicant's staff does not breach the confidentiality of OTAP consumers, and to do background checks on employees who have access to customer records.
9. The applicant agrees to have in place database encryption and firewall technologies to protect customer service information stored electronically.

APPLICANT UNDERSTANDS ALL OF THE ABOVE CONDITIONS AND AGREES TO ABIDE BY ALL APPLICABLE COMMISSION RULES, STATE LAW AND THE CONDITIONS OF CERTIFICATION. PLEASE INITIAL BOX AT LEFT.



Signature of person authorized to represent applicant

Liason Officer

Title

Marty Patrovsky
Printed Name

January 28, 2008
Date

Attachment 1
Comspan Communications Inc.
Oregon Telephone Assistance Program Application
January 28, 2008

- 7.a. A general description of the telecommunications facilities owned and operated by the applicant (for example, switches, outside plant assets, fiber optic transmission equipment, ILEC collocations, etc.);

Comspan intends to employ fiber-to-the-home throughout the Requested Wire Centers linked to its long distance access tandem. Comspan has implemented Hitachi GPON to provide enhanced and expanded services. In each of the Requested Wire Centers Comspan will initiate a Phase 1 fiber deployment that will reach most customers within the wire center. Comspan will serve all customers not initially reached by its fiber by reselling ILEC services. In addition, Comspan will continue to build out its networks to reach additional customers in each wire center, where economically feasible. Comspan will purchase services for resale in the Qwest wire centers from Qwest under its interconnection agreement with Qwest; Comspan will purchase services for resale in the Verizon wire centers under its interconnection agreement with Verizon.

- 7.b. A list of the ILECs from whom the applicant purchases unbundled network elements;

Comspan leases UNEs from Verizon.

- 7.c. A list of the ILECs or other ETCs the applicant uses to provide resale service;

Comspan plans to use Qwest and Verizon to provide resale service.

- 7.d. A list of interconnection agreements the applicant maintains with Oregon ILECs and the effective date of such agreements;

Qwest Corporation: Filed and effective on 12/1/99 in Docket ARB 184.

Verizon Northwest Inc.: Filed and effective on 5/27/03 in Docket ARB 490.