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May 1, 2008

VIA ELECTRONIC FILING

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

Re: Docket ARB 789

Enclosed for filing in the above-referenced docket are an original and one copy of the Interconnection Agreement between Clear Creek Mutual Telephone Company and Beaver Creek Cooperative Telephone Company. A copy of this filing has been served on all parties to this proceeding.

Very truly yours,

A handwritten signature in cursive script that reads "Wendy L. McIndoo".

Wendy L. McIndoo
Legal Assistant

cc: Service List

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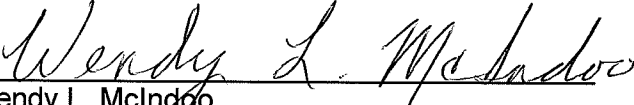
CERTIFICATE OF SERVICE

I hereby certify that I served a true and correct copy of the foregoing document in Docket ARB 789 on the following named person(s) on the date indicated below by email at his or her last-known address(es) indicated below.

Paul Hauer
Beaver Creek Cooperative Telco
15223 S. Henrici Road
Oregon City, OR 97045
phauer@bctelco.com

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DATED: May 1, 2008.


Wendy L. McIndoo
Legal Assistant

**AGREEMENT FOR
LOCAL INTERCONNECTION
between
Clear Creek Mutual Telephone Company
and
Beaver Creek Cooperative Telephone Company**

**AGREEMENT FOR
LOCAL INTERCONNECTION**

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AGREEMENT FOR LOCAL INTERCONNECTION

This Agreement For Local Interconnection ('Agreement') made this _____ day of _____, 2006, is by and between Clear Creek Mutual Telephone Company, an Oregon Cooperative ("Clear Creek"), having its principal place of business at 18238 S Fischers Mill Road, Oregon City, OR 97045-9696 and Beaver Creek Cooperative Telephone Company ("BCT"), an Oregon Cooperative, having its principal place of business at 15223 S Henrici Road, Oregon City, OR 97045. Clear Creek and BCT may also be referred to herein singularly as a "Party" or collectively as "the Parties".

SECTION 1. RECITALS AND PRINCIPLES

- 1.1 Clear Creek is a telecommunications company authorized to provide telecommunications services in the State of Oregon; and
- 1.2 BCT is a telecommunications company authorized by the Commission to provide local exchange telecommunications services in the State of Oregon; and
- 1.3 In Order 04-412, the Oregon Public Utility Commission ordered BCT to initiate negotiations with Clear Creek as a condition of its certificate of authority to serve customers in the Redland Exchange.
- 1.4 Pursuant to the Telecommunications Act of 1996 (the "Act"), the Parties wish to establish terms for the provision of certain services and Ancillary Functions as designated in the Attachments hereto for the purpose of determining the rates, terms, and conditions for the interconnection of the Parties' Telecommunications Networks within the State of Oregon; and
- 1.5 The Parties have in good faith negotiated, and agreed on local Interconnection terms and conditions as set forth below, and agree that by entering into and performing in accordance with this Agreement, the Parties have not waived or relinquished any applicable exemptions that are provided by or available under the Act, including but not limited to those described in §251(f) of the Act, or under state law; and
- 1.6 BCT is a facilities-based CLEC with limited facilities in Clear Creek's Exchange and no direct interconnection to Clear Creek.
- 1.7 BCT presently serves four (4) Customers in Clear Creek's Exchange.
- 1.8 BCT presently intends to offer local exchange service only to the homes in Leisure Woods and on South Fellows Road.
- 1.9 Due to the limited number of customers and traffic that will be exchanged between the Parties, it is uneconomical to establish direct interconnection between BCT and Clear Creek at this time.
- 1.10

- 1.11 BCT and Clear Creek agree that the indirect interconnection arrangement and agreement between them will be replaced by a direct connection agreement if and when BCT provides service to 25 or more households in CCMT territory.
- 1.12 BCT and Clear Creek further agree that the bill and keep arrangement and agreement between them will be replaced by a reciprocal compensation agreement when and if the traffic exchanged between BCT and Clear Creek is out of balance by ten percent (10%).
- 1.13 In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, BCT and Clear Creek hereby covenant and agree as follows:

SECTION 2. GENERAL DEFINITIONS

- 2.1 Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.
 - 2.1.1 Access Services is a service that connects interexchange carriers to their End Users located within a local access and transport area (LATA). Access service is used in originating and terminating intraLATA interLATA toll telecommunications.
 - 2.1.2 Access Service Request (ASR) means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to identify the specific trunking and facilities request for Interconnection.
 - 2.1.3 Act means the Telecommunications Act of 1934, as amended from time to time.
 - 2.1.4 Ancillary Services are services which support but are not required for interconnection of telecommunications networks between two or more parties, e.g., 911, DA, and Directory Service.
 - 2.1.5 Automatic Number Identification (ANI) refers to the number transmitted through the network identifying the calling party.
 - 2.1.6 Automatic Location Identification/Data Management System (ALI/DMS) means the emergency service (E911/911) database containing subscriber location information (including name, address, telephone number, and sometimes special information from the local service provider) used to determine to which Public Safety Answering Point (PSAP) to route the call.
 - 2.1.7 CLLI Codes means Common Language Location Identifier Codes
 - 2.1.8 Commission means the state administrative agency, to which the United States Congress or state legislature has delegated authority to regulate the operations of Local Exchange Carriers ("LECs") as defined in the Act,
 - 2.1.9 Competitive Local Exchange Carrier (CLEC) means a telephone company certified by the Commission, for Clear Creek's franchised area,

to provide local exchange service within Clear Creek's franchised area, and which has a Competitive Local Exchange Carrier Certificate approved by the Commission.

- 2.1.10 Common Channel Signaling (CCS) means a special network, fully separate from the transmission path of the public switched network that digitally transmits call setup and network control data.
- 2.1.11 Confidential Information has the meaning set forth in Section 26 of the General Terms and Conditions.
- 2.1.12 Contract Year means a twelve (12) month period during the term of the contract commencing on the Effective Date and each anniversary thereof.
- 2.1.13 Customer means, whether or not capitalized, any business, residential or governmental customer of services covered by the Agreement, and includes the term "End User".
- 2.1.14 Customer Proprietary Network Information (CPNI) means information that relates to the quantity, technical configuration, type, destination, and amount of a Telecommunications Service subscribed to by any customer of a Telecommunications Carrier, and that is made available to the carrier by the customer solely by virtue of the carrier customer relationship; and information contained in the bills pertaining to telephone exchange service or telephone toll service received by a customer of a carrier.
- 2.1.15 DS1 is a digital signal rate of 1.544 Megabits per second ("Mbps").
- 2.1.16 DS3 is a digital signal rate of 44.736 Mbps.
- 2.1.17 E911 Service is a method of routing 911 calls to a PSAP that uses customer location data in the ALI/DMS to determine the PSAP to which a call should be routed.
- 2.1.18 End Office means a local Clear Creek switching point where Clear Creek end user customer station loops are terminated for purposes of interconnection to each other and to the network.
- 2.1.19 End User means the ultimate user or consumer of the telecommunications services being sold or resold by either Party.
- 2.1.20 End User Location means the physical location of the premises where an End User makes use of the telecommunications services.
- 2.1.21 End User Of Record means the entity responsible for placing orders or requests for service; requesting additions, rearrangements, maintenance or discontinuance of service, and making payment in full of charges incurred such as toll, directory assistance, etc.
- 2.1.22 Enhanced Services shall refer to services, offered over common carrier transmission facilities, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information. In addition and with out limiting the foregoing, Internet,

information services, voicemail, and so-called "chat line" services are Enhanced Services.

- 2.1.23 Exchange Message Interface (EMI) is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMI format is contained in ATIS/OBF-EMI-016, an Alliance of Telecommunications Industry Solutions (ATIS) document, which defines industry standards for exchange message records.
- 2.1.24 Exchange is the geographic territory delineated as an exchange area for Clear Creek by official commission boundary maps.
- 2.1.25 Exchange Access is defined in the Act.
- 2.1.26 Exchange Services are two-way switched voice-grade telecommunications services with access to the public switched network which originate and terminate within an exchange.
- 2.1.27 Extended Area Service (EAS) is toll-free calling outside the Clear Creek Exchange to specific geographically contiguous exchanges as designated by the Commission.
- 2.1.28 ICB means individual case basis.
- 2.1.29 Incumbent Local Exchange Carrier (ILEC) has the meaning given the term in the Act.
- 2.1.30 Interconnection has the meaning given the term in the Act and refers to the connection of separate pieces of equipment, facilities, or platforms between or within networks for the purpose of transmission and routing of Telephone Exchange Service traffic and Exchange Access traffic.
- 2.1.31 Interexchange Carrier (IXC) means a telecommunications provider that provides long distance communications services between LATAs and authorized by the Commission to provide long distance communications services.
- 2.1.32 InterLATA has the meaning given the term in the Act.
- 2.1.33 IntraLATA Toll Traffic means all IntraLATA calls provided by a LEC other than traffic completed in the LECs local exchange boundary or areas designated as Extended Area Service exchanges.
- 2.1.34 Local Access and Transport Area (LATA) has the meaning given to the term in the Act.
- 2.1.35 Local Exchange Carrier (LEC) means the incumbent carrier that provides facility-based Exchange Services, which has universal-service and carrier-of-last-resort obligations.
- 2.1.36 Local Exchange Routing Guide (LERG) is a Telcordia reference document used by carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 2.1.37 Local Traffic shall refer to calls originated by one Party's End Users and terminated to the other Party's End Users within the local exchange area

as defined in Clear Creek's tariffs. Local calls must be actually originated by and actually terminated to parties physically located within the same local calling area regardless of the NXX assigned to the calling and called parties. Foreign exchange or foreign exchange like service will be treated as Local Traffic based on the assigned NXX if the Party provides a dedicated channel between the rate center of the assigned NXX and the End User Location.

- 2.1.38 Local Service Provider (LSP) has the same meaning as CLEC which means a telephone company certified by the Commission, for Clear Creek's franchised area, to provide local exchange service within Clear Creek's franchised area, and which has a Competitive Local Exchange Carrier Certificate approved by the Commission.
- 2.1.39 Local Service Provider Guide (the "Guide") means the document provided to BCT by Clear Creek, included by reference herein, which outlines the process and procedures for ordering and maintaining carrier services. This document may be updated from time to time by Clear Creek. This document is to be used as reference only and is not a part of this agreement.
- 2.1.40 Local Service Request (LSR) means an industry standard form used by the Parties to add, establish, change or disconnect trunks, circuits and/or facilities associated with unbundled Network Elements.
- 2.1.41 Network Interface Device (NID) is a device that connects the inside wire at the End User Location to a telephone network.
- 2.1.42 Operating Company Number (OCN) means nationally recognized company codes set forth in Bellcore's LERG that will be used as the official identification code for each company that provides local exchange telephone service.
- 2.1.43 Point of Interconnection (POI) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging Traffic.
- 2.1.44 P.01 Transmission Grade of Service means a trunk facility provisioning standard with the statistical probability of no more than one call in 100 blocked on initial attempt during the average busy hour.
- 2.1.45 Percent Interstate Local Usage (PLU) is a calculation which represents the ratio of the local minutes to the sum of local intraLATA toll minutes between exchange carriers sent over Local Interconnection Trunks. Directory assistance, BLV/BLVI, 900, 976, transiting calls from other exchange carriers and switched access calls are not included in the calculation of the PLU.
- 2.1.46 Public Safety Answering Point (PSAP) is the public safety communications center where 911 calls placed by the public for a specific geographic area will be answered.
- 2.1.47 Reciprocal Compensation is as Described in the Act.
- 2.1.48 Signaling System 7 (SS7) means a signaling protocol used by the CCS network.

- 2.1.49 Subscriber List Information ("SLI") has the meaning given to that term under 47 CFR 64.2305(e).
- 2.1.50 Telephone Exchange Service means wireline exchange connections amongst LEC end users.
- 2.1.51 Telecommunications has the meanings given in the Act.
- 2.1.52 Termination means the switching of Local Traffic at the terminating Party's end office switch, or equivalent facility, and delivery of such traffic to the called Party.
- 2.1.53 Territory means the incumbent local exchange areas within the states identified in (Attachment I – Exhibit B).
- 2.1.54 Trading Partner Profile (TPP), Clear Creek's required documentation necessary to enable the establishment of a master account for BCT as provided in (Attachment 1 – Exhibit A).
- 2.1.55 Undefined Terms, the Parties acknowledge that terms may appear in the Agreement that are not defined and agree that any such terms shall be construed in accordance with their end-user usage in the telecommunications industry as of the Effective Date of this Agreement.
- 2.1.56 Wire Center is the location of one or more local switching systems, a point at which End Users' loops converge.

SECTION 3. CARRIER ACCOUNT SET UP

- 3.1 BCT must provide the appropriate Clear Creek representative the necessary documentation to enable Clear Creek to establish a master account for BCT. Such documentation will include a completed Trading Partner Profile (TPP) (Attachment 1 – Exhibit A), proof of authority to provide telecommunications services within Clear Creek territory, and a tax exemption certificate, if applicable. Clear Creek will have no obligation to begin taking orders for service until after the necessary documents have been provided to Clear Creek, and the necessary deposit requirements are met.

SECTION 4. DEPOSIT AND ADVANCE PAYMENT REQUIREMENTS

- 4.1 The billing Party may, in order to safeguard its interest, require the billed Party to make a deposit to be held by the billing Party as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established.
- 4.2 Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service; provided that, a deposit will be returned with interest, at the Commission prescribed deposit rate, if and when the billed Party pays its undisputed bills on time for 12 consecutive months. Such deposit may not exceed one-sixth the estimated annual billing.

Deposits may be a surety bond, a letter of credit with terms and conditions acceptable to the billing party, or some other arrangement, which is reasonable for the circumstances such as a cash deposit.

- 4.3 Upon payment of a deposit, the billing Party shall furnish a receipt showing the date, name of the carrier, the business address, the amount of deposit, a statement that the deposit will accrue interest at the rate prescribed by the Commission, and an explanation of the conditions under which the deposit will be refunded.
- 4.4 Interest, at the rate prescribed by the Commission, will be paid on deposits. Interest payments will be made annually as a credit on the bill for service. Interest will be prorated when a deposit is held for less than a full year.
- 4.5 The billed Party's deposit, if required, plus accrued interest, shall be promptly refunded when service is discontinued, provided that refunds due shall be applied to any unpaid balance on the the billed Party account.
- 4.6 The billing Party may continue holding a deposit until such time as credit is satisfactorily established or reestablished. After satisfactory credit has been established or reestablished, the deposit plus any accrued interest shall be promptly refunded or credited to the billed Party's account.
- 4.7 The billing Party reserves the right to increase the deposit requirements in the following circumstances only: (a) if the billed party failed to make full payment for services less any disputed amount within 30 calendar days following the payment due date for any billing period within the preceding 12 months; (b) if the billed party's credit status as reported on a credit report becomes unsatisfactory; or (c) if the billed party must be reconnected after disconnection for non-payment. In no event, however, shall the required deposit exceed one-sixth the estimated annual billing.
- 4.8 In the event that the billed Party defaults on its account, service to the billed Party may be terminated subject to the dispute resolution and default provisions contained herein and any deposits held will be applied to the defaulting Party's account. The fact that a deposit has been made in no way relieves the billed Party from complying with the billing Party's regulations as to advance payments and the prompt payment of bills on presentation nor, does it constitute a waiver or modification of the regular practices of the billing Party providing for the discontinuance of service for non-payment of any sums due the billing Party.
- 4.9 Required deposits are due and payable within thirty (30) calendar days after demand.

SECTION 5. CHARGES AND PAYMENTS

- 5.1 In consideration of the services provided by Clear Creek under this Agreement, BCT shall pay the charges set forth in this Agreement and in applicable tariffs. In consideration of the services provided by BCT under this Agreement, Clear

Creek shall pay the charges set forth in this Agreement. Invoices with charges set forth in this Agreement and in applicable tariffs shall be sent to:

TO BCT:

Beaver Creek Cooperative Telephone Company
Attn: Accounting Department
15223 S Henrici Road
Oregon City, OR 97045
Telephone (503) 632-3113

TO CLEAR CREEK :

Clear Creek Mutual Telephone Company
Attention: Accounts Receivable
18238 S Fischers Mill Road
Oregon City, OR 97045-9696
Telephone (503) 631-2101

- 5.2 A monthly billing statement with a consistent, regular bill date shall be prepared by each Party and will reflect the calculation for amounts due under this Agreement. All bills dated as set forth above will be due thirty (30) days after the bill date and are payable in immediately available funds. The Parties represent and covenant to each other that all invoices will be promptly processed and mailed in accordance with the Parties' regular procedures and billing systems.
- 5.2.1 If the payment due date falls on a Sunday or on a Holiday which is observed on a Monday, the payment due date shall be the first non-Holiday following such Sunday or Holiday. If the payment due date falls on a Saturday or on a Holiday which is observed on Tuesday, Wednesday, Thursday, or Friday, the payment due date shall be the last non-Holiday preceding such Saturday or Holiday. If payment is not received by the payment due date, a late penalty, as set forth in Section 5.3 below, will be assessed.
- 5.3 If the amount billed is received by the billing Party after the payment due date or if any portion of the payment is received by the billing Party in funds which are not immediately available to the billing Party, then a late payment charge will apply to the unpaid balance and carried forward to the next month's statement.
- 5.4 Except as otherwise specifically provided in this Agreement the late payment penalty shall be 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less.
- 5.5 In the event of a dispute between the Parties, the Parties shall follow the dispute resolution procedures set forth in Section 9.

SECTION 6. SERVICE TO END USER

- 6.1 BCT will be the End User of Record for all services purchased from Clear Creek. Except as otherwise specified herein, Clear Creek will only take orders from, bill

and expect payment from BCT for all services. BCT will be Clear Creek's single point of contact for all services purchased pursuant to this Agreement.

- 6.2 Clear Creek will continue to bill the End User for any services that the End User specifies it wishes to receive directly from Clear Creek.
- 6.3 Clear Creek maintains the right to actively market and serve directly any End User within Clear Creek's serving area. Clear Creek will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with End Users of BCT.
- 6.4 Service is furnished subject to the condition that it will not be used for any unlawful purpose. Any disputes regarding whether service is being used for an unlawful purpose shall be handled pursuant to the dispute resolution provisions of this Agreement. While a dispute is pending resolution, the status quo will be maintained. Provided, however, that Clear Creek may discontinue service if any law enforcement agency advises Clear Creek in writing that the service is being used in violation of the law and, unless otherwise directed by law enforcement, Clear Creek provides BCT with a copy of such written notice, and BCT has a reasonable opportunity to investigate and respond prior to termination of service.
- 6.6 Clear Creek may refuse to provide service to BCT when that service will jeopardize the reliability or efficiency of Clear Creek's network or interferes with or prevents other persons from using their service, or otherwise impairs the quality of service to other carriers or to End Users. Any disputes regarding whether service will jeopardize the reliability or efficiency of Clear Creek's network or interfere with or prevent other persons from using their service, or otherwise impair the quality of service to other carriers or to End Users shall be resolved pursuant to the Dispute Resolution Section of the General Terms and Conditions of this Agreement. While a dispute is pending resolution, the status quo will be maintained.
- 6.7 BCT will be the single point of contact with Clear Creek for all subsequent ordering activity resulting in additions or changes to services, except that Clear Creek will accept a request directly from the End User for conversion of the End User's service from BCT to Clear Creek, or will accept a request from another carrier for conversion of the End User's service from BCT to the other carrier.

SECTION 7. COORDINATION OF TRANSFER OF SERVICE

- 7.1 To serve the public interest of End Users, the Parties agree that, when an End User transfers service from one Party to the other Party, it is necessary for the Parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring End Users are not without service for any extended period of time. Other coordinated activities associated with transfer of service will be coordinated between the Parties to ensure quality services to the public.
- 7.2 The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for

the exchange of necessary information for coordination of service transfers between the Parties. Clear Creek may describe some of these procedures in its Guide. Reference to Clear Creek Guide is for convenience of the Parties and is not intended to be a part of or to affect the meaning of this Agreement, including, but not limited to, provisions with respect to implementation of the cooperative coordination of transfer of service activities described herein. If any provision contained in this Agreement and the Guide cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall apply.

- 7.3 There will be no premium charges between the Parties or compensation provided by one Party to the other Party for the coordinated transfer of service activities between the hours of 8:00 a.m. and 5:00 p.m. Monday - Friday excluding holidays. Clear Creek may charge BCT for the coordinated transfer of service activities scheduled outside of the specified hours in accordance with Clear Creek's tariff.
- 7.4 Each Party is responsible for obtaining Proof of Authorization (POA) and a Letter of Authorization (LOA) from each End User initiating transfer of service from one Party to the other Party if necessary.
- 7.5 BCT shall obtain Proof of Authorization (POA) from an End User in order to act on the End User's behalf in matters pertaining to their communications services or to perform activities on behalf of another carrier when trunk facilities are owned by another carrier. POA means a Letter of Authorization (LOA) for Access Services and Access Service Requests (ASRs). In all other cases, POA means an LOA or an alternative method described below.
- 7.6 The Party obtaining the POA from the End User will furnish it to the other Party upon request. The Party obtaining the POA is required to maintain the original document, for a minimum of twenty-four (24) months from the date of signature. If there is a conflict between an End User and BCT regarding the disconnection or provision of services, Clear Creek will honor the latest dated POA. If the End User's service has not been disconnected and services have not yet been established, BCT will be responsible to pay the applicable service order charge for any order it has placed. If the End User's service has been disconnected and the End User's service is to be restored with Clear Creek, BCT will be responsible to pay the applicable nonrecurring charges as set forth in Clear Creek applicable tariff to restore the End User's prior service with Clear Creek.
- 7.6.1 For Access Service Requests (ASRs)
- 7.6.1.1 Clear Creek may request a LOA from BCT when carriers are acting on behalf of another entity. The LOA must be received prior to the initiation of the work requested.
- 7.6.1.2 An LOA must identify:
- The name(s) of the company involved, the name(s) of the authorizing representative, the name of a contact and telephone number for the owner; complete details explaining the requested action(s) such as addresses, facility information, Purchase Order Number and order numbers; the range of

effective dates for which the LOA is in force or that the LOA is open ended (no pre-determined end date), scope of authorization must include a complete and detailed description of what is being requested.

7.6.2 For Local Service Requests (LSRs)

7.6.2.1 Proof of Authorization for ordering may be obtained in the following ways:

Electronic or written Letter of Authorization, electronic authorization by use of an 8XX number, oral authorization verified by an independent third party.

7.6.2.2 POA must identify:

Scope of authorization and include a complete and detailed description of what is being requested (e.g., local service, telephone number, account number, circuit ID, associated CIC including billing responsibility, authorized to initiate trouble reports, etc.), name of End User or representative authorizing the agreement, effective date(s) of agreement (open ended or definite begin and end dates).

- 7.7 While the POA need not accompany BCT's requests for records or services, the indication of authorization is a required field entry when BCT requests Customer Service Records (CSR) or submits Local Service Request (LSR) forms. If either Party is informed of an unauthorized change by an End User, that Party shall follow the procedures set forth in 47 CFR § 64.1150.
- 7.8 Where an End User changes service from one Party to the other Party and the End User does not retain his or her original telephone number, the Party formerly providing service to the End User will provide a transfer of service announcement, where transfer of service announcement capability is available, on the vacated telephone number if requested by the End User. This announcement will provide details regarding the new number that must be dialed to reach this End User. The service announcement will be provided, where available, by the Party formerly providing service to the End User to the extent and at the price specified in Attachment 4, Pricing.
- 7.9 When an End User changes service from one Party to the other Party and the End User does not retain his or her original telephone number, the Party from which the End User is transferring will honor requests for disconnection and service announcement initiation, where available, from the Party to which the End User is transferring. The Party to which the End User is transferring service will provide to the other Party the End User's name, address, current telephone number, new telephone number, and date service should be transferred using the industry standard LSR format. The Party from which the End User is transferring will coordinate with the other Party the disconnection and service announcement initiation to coincide with the service transfer request date. The service announcement where available will be provided on the vacant number upon disconnect coinciding with the service transfer date. The Parties agree that the installation date will precede the disconnection date.

- 7.10 When an End User changes service from one Party to the other Party and the End User retains his or her original telephone number(s), the Party from which the End User is transferring will honor requests for disconnection and local number portability, where available, from the Party to which the End User is transferring. The Party to which the End User is transferring will provide the other Party the End User's name, address, current telephone number, and the Location Routing Number (LRN) for LNP, and the date service should be transferred using the industry standard LSR format. With LNP, the Parties will coordinate the disconnection, the connection, and number portability activities in accordance with the North American Numbering Council (NANC) flows.
- 7.11 Each Party will accept transfer of service requests from the other Party for one End User that includes multiple requests for transfers where the End User will retain one or more telephone numbers.
- 7.12 From time to time, either Party may benefit from the transfer of service for groups. The Parties agree to process bulk transfer of service requests for End Users having the same billing account number.
- 7.13 Each Party will allow the other Party access to the End User side of the NID consistent with FCC rules. The Party to which the End User is transferring service may move all inside wire from the other Party's existing NID to one provided by the Party to which the End User is transferring service. Where a NID is of the type which provides for End User access to one side of the NID, the Party to which the End User is transferring service may elect to remove the inside wire at the connection(s) within the End User side of the NID. Where a NID is of an older type not allowing access to the End User side of the NID, the Party to which the End User is transferring service must make a clean cut of the inside wire at the closest point to the NID.
- 7.14 Expedited order requests will be accepted where reasonable and practical but will be assessed an expedited order charge. The expedited order charges are listed in Attachment 4, Pricing.
- 7.15 BCT may request a change in due date at least 24 hours prior to the originally scheduled due date. Supplemental charges will apply when a request for a new due date is received after the LSR has been confirmed via firm order commitment. Supplemental order charges are listed in Attachment 4, Pricing. Alternate workforce is required when an increase in the complexity of the service order results in a higher per hour rate. If the new service date is changed to an earlier date, than expedited order charges will apply. If the request for modification to the service date occurs within twenty-four (24) hours of the scheduled due date, BCT will be subject to charges for work and labor-related expenses already completed. If the due date change is requested due to a class of service change, additional and/or alternate workforce may be required and associated charges will apply. These charges will apply on a per occurrence basis.

SECTION 8. AUDIT

- 8.1 Subject to the terms and conditions of this Section, and the reasonable security requirements of each Party and except as may be otherwise specifically provided in this Agreement, each Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records and other documents that relate solely to the Parties' billing to the other Party under this Agreement and to the identification of traffic subject to this Agreement, once each year at the conclusion of each calendar year, in order to evaluate the accuracy of such other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose. Such audits shall take place at a time and place agreed to by the Parties no later than thirty (30) days after notice thereof to such other Party.
- 8.2 Each Audited Party shall use reasonable efforts to promptly correct any billing error that is revealed in an audit, including reimbursing any overpayment in the form of a credit to the Auditing Party on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the Dispute Resolution Section of the General Terms and Conditions of this Agreement.
- 8.3 Each Audited Party shall cooperate fully in any such audit, providing reasonable access to any such auditors, providing reasonable access to any and all appropriate employees and relevant books, records and other documents reasonably necessary to assess the accuracy of its bills.
- 8.4 Each Auditing Party may perform a single additional audit of the Audited Party's relevant books, records and documents during any calendar year if the previous audit uncovered incorrect net variances or errors in invoices in favor of the Audited Party having an aggregate value of no less than five percent (5%) of the total amount payable by the Auditing Party during the period covered by the audit.
- 8.5 All audits shall be conducted at the sole cost and expense of the Auditing Party.
- 8.6 Upon the discovery by either Party of the overcharges not previously reimbursed to the other Party or the resolution of disputed audits, each Party shall promptly reimburse to the Party thereto the amount of any overpayment together with interest thereon at a rate of 0.5% per month.

SECTION 9. DISPUTE RESOLUTION

- 9.1 The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:
 - 9.1.1 If any portion of an amount due to a Party (the 'Billing Party') under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the Billed Party) shall within thirty (30) days of its receipt of the invoice containing such a disputed amount give written notice to the Billing Party of the amount it disputes ('Disputed Amounts') and include in such notice the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party, and shall include a copy of the dispute with the payment of the undisputed amount.

- 9.1.2 In the event that a billing dispute is resolved in favor of the Billed Party, any payment of the disputed amount withheld pending settlement of the dispute shall not be subject to the late payment penalty.
 - 9.1.3 In the event that a billing dispute is resolved in favor of the Billing Party, any payments withheld pending settlement of the dispute will be subject to the late payment penalty as set forth herein.
 - 9.1.4 Undisputed amounts shall be paid when due as set forth in Section 5.2 above. If any payment or portion thereof is either received by the Billing Party in funds that are not immediately available to the Billing Party or not received by the bill due date, a late payment penalty shall be due to the Billing Party. The late payment penalty shall be 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less.
- 9.2 The Parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, the aggrieved Party shall first provide written notice of the default or dispute to the other Party, discuss the default or dispute with the other Party, and seek resolution prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. In the event that the Parties are unable to resolve a default or other dispute, the Parties shall then submit the matter to the Commission or another mutually agreed upon mediator for non-binding mediation. If mediation is unsuccessful, recourse may be had by either Party to the Commission, if it has jurisdiction over the breach or dispute or to an appropriate court having jurisdiction over the Parties and the dispute. Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

SECTION 10. FORCE MAJEURE

- 10.1 If the performance of the Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:
- 10.1.1 Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;
 - 10.1.2 War, revolution, civil commotion, acts of public enemies, terrorism, blockade or embargo;
 - 10.1.3 Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;
 - 10.1.4 Labor difficulties, such as strikes, picketing or boycotts;
 - 10.1.5 Delays caused by other service or equipment vendors to the extent that the delay is beyond the reasonable control of the Party seeking to be excused from performance of the Agreement or any obligation hereunder;

- 10.1.6 Any other circumstance beyond the reasonable control of the Party affected;
- 10.1.7 then the Party affected, upon giving notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with): provided that the Party so affected will use reasonable efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease.
- 10.1.8 Notwithstanding the above, in the event of labor difficulties, such as a strike, picketing or boycotts, the Parties agree to provide service to each other at a level equivalent to the level they provide themselves.

SECTION 11. REGULATORY APPROVALS

- 11.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. In the event any governmental authority or agency of competent jurisdiction rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.
- 11.2 In the event the FCC or the Commission promulgates rules or regulations, rates or issues orders, or a court with appropriate jurisdiction issues orders, which make unlawful or changes the intent of any provision of this Agreement, the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which are consistent with such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days from the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in the Dispute Resolution Section of this Agreement.
- 11.3 The Parties acknowledge that terms of this Agreement were established pursuant to FCC and Commission orders. Nothing in this Agreement shall be deemed an admission by the Parties regarding the interpretation or effect of these rules or orders or an admission by either party that the existing rules or order shall not be changed, vacated dismissed or modified.
- 11.4 The Parties jointly agree to cooperate in the filing of this Interconnection Agreement and share equally the expenses associated with obtaining Commission approval.

SECTION 12. ENTIRE AGREEMENT

- 12.1 This Agreement, including all attachments as referenced, sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between

them, and neither Party will be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

SECTION 13. TERM OF AGREEMENT

- 13.1 This Agreement will become effective upon the first business day following the date this Agreement has been approved by the Commission and will continue for a period of three (3) years unless terminated earlier under the conditions set forth herein. This Agreement will be automatically renewed for successive periods of six (6) months after the initial term unless either Party provides the other Party with no less than ninety (90) day's prior, written notification of, in the case of Clear Creek, its intent to terminate this Agreement, or, in the case of either Party, its desire to renegotiate at the end of the initial or any successive period. If BCT does not respond to Clear Creek's written notification of the intent to terminate the Agreement prior to the expiration of the Agreement term, the Agreement will terminate and not renew at the end of the Agreement term. Either Party may send a request to renegotiate this Agreement upon its termination and the Parties intend that the negotiation and arbitration processes of the Act will be applicable to such a request. The date of the notice to negotiate a successor agreement will be the starting point for the negotiation window under Section 252 of the Act. The Parties intend that a renegotiated or arbitrated Agreement will be effective as of the date of termination of this Agreement and any new negotiated or arbitrated rates will be subject to true-up as of the termination date of this Agreement.
- 13.2 Upon termination or expiration of this Agreement each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

SECTION 14. INSURANCE

- 14.1 Each Party will carry or cause to be carried the following insurance coverage which will be paid for and maintained at all times during the term of this Agreement. Such coverage will be provided through an insurance provider with an A.M. Best financial rating of "A" or better.
- 14.1.1 Commercial General Liability Insurance with a minimum limit of liability of \$2,000,000.00 combined single limit for each occurrence for bodily injury including death, and property damage.
- 14.1.2 Business Automobile Liability Insurance with a minimum limit of liability of \$1,000,000.00 combined single limit for each occurrence for bodily injury, including death, and property damage, covering any automobile used and or operated by, or on behalf of the insured Party on the other Party's Real Property.

- 14.1.3 Workers Compensation Insurance with statutory limits and Employer's Liability Insurance with limits of \$500,000 each accident, \$500,000 disease - each employee, \$500,000 disease - policy limit.
- 14.1.4 Excess Liability Insurance with a minimum limit of \$3,000,000. The limit of liability under this insurance may be increased accordingly to satisfy the minimum limit requirements under the Commercial General Liability, Business Automobile Liability and Employer's Liability Insurances.
- 14.1.5 Property Insurance coverage on a full replacement cost basis insuring all BCT's Equipment on Clear Creek's property or located at or used at Clear Creek's facility.
- 14.1.6 Upon the commencement of this Agreement and upon renewal of any policy referenced, satisfactory evidence of compliance with such insurance requirements will be issued to Clear Creek. The insurance companies referenced on such evidence will give Clear Creek at least thirty (30) days advance written notice of any material change to, and/or cancellation of any of the policies referenced in such evidence.

SECTION 15. AMENDMENT OF AGREEMENT

- 15.1 No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

SECTION 16. WAIVERS

- 16.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.
- 16.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.
- 16.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

SECTION 17. INDEPENDENT CONTRACTORS

- 17.1 Each Party agrees that it will perform its obligations hereunder as an independent contractor and not as the agent, employee, or servant of the other Party. Neither Party nor any personnel furnished by such Party will be deemed an employee or agent of the other Party nor be entitled to any benefits available under any plans for such other Party's employees. Each Party will at all times during the term of this Agreement retain full control of the employment, direction, compensation and discharge of all employees as is consistent with and

necessary to preserve its independent contractor status. Each Party will be solely responsible for all matters relating to payment of its employees including compliance with social security taxes, withholding taxes, worker's compensation, disability and unemployment insurance, and all other regulations governing such matters.

SECTION 18. LIMITATION OF LIABILITY

- 18.1 Each Party's liability to the other Party for any loss relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed.
- 18.2 EXCEPT AS OTHERWISE PROVIDED IN SECTION 18.1, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES. INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.
- 18.3 No liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants or employees for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, termination, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct.
- 18.4 Notwithstanding any other provision of this Agreement, this Agreement does not limit either Party's liability to the other for willful or intentional misconduct or damage to tangible real or personal property proximately caused solely by such Party's negligence. Nor does anything contained in this Limitation of Liability section limit either Party's obligations of indemnification as specified in this Agreement or obligations to make payments under this Agreement.
- 18.5 Notwithstanding any other provisions of this Agreement, each Party (the "Indemnifying Party") shall defend and indemnify the other Party (the "Indemnified Party") and shall hold the Indemnified Party harmless from and against any and all loss alleged to have been incurred by an End User of the

Indemnifying Party or any other third party to the extent such loss arises or is attributable to the Indemnifying Party's performance or failure to perform under this Agreement.

SECTION 19. INDEMNITY

- 19.1 Each Party will each defend, indemnify, hold harmless the other Party from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of the Indemnifying Party, its employees or agents in the performance of this Agreement. The Indemnifying Party will defend the Indemnified Party at the Indemnified Party's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.
- 19.2 Each Party will each defend, indemnify, hold harmless the other Party and/or acquire any license or right for the benefit of the other Party, arising from any claim, demand or proceeding (hereinafter "Claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or other facilities, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by the Indemnifying Party under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party.
- 19.3 The indemnified Party will notify the indemnifying Party promptly in writing of any claims, lawsuits, or demands by third Parties for which the indemnified Party alleges that the indemnifying Party is responsible under this Section and if requested by the indemnifying Party, shall tender the defense of such claim, lawsuit or demand.
- 19.3.1 In the event the indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the indemnified Party may proceed to defend or settle said action and the indemnifying Party shall hold harmless the indemnified Party from any loss, cost, liability, damage and expense.
- 19.3.2 In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.
- 19.2.3 The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.
- 19.4 Notwithstanding any other provisions of this Agreement, in the case of claims or loss alleged or incurred by an End User of either Party arising out of or in connection with services provided to the End User by that Party, the Party providing service to the End User shall defend and indemnify the other Party and

its officers, directors, employees and agents against any and all such claims or loss by the End Users.

SECTION 20. DISCLAIMER OF WARRANTIES

It is the express intent of the Parties that each Party be solely responsible for all claims of its End Users, including, without limitation, any credits or adjustments that may be issued or required to be issued to its End Users.

SECTION 21. ASSIGNMENT

21.1 Any assignment or delegation by either Party to any non-affiliated entity or to any affiliated entity that is not certificated as a Local Exchange Carrier of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party, which consent shall not be withheld unreasonably, shall be void. A Party assigning or delegating this Agreement or any right, obligation, duty or other interest hereunder to an affiliate that is certificated as a Local Exchange Carrier shall provide written notice to the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement.

SECTION 22. CONTROLLING LAW

22.1 This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations, and the Commission Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state of Oregon, without regard to its conflicts of laws principles, shall govern.

SECTION 23. SEVERABILITY

23.1 Subject to Section 11, Regulatory Approval, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof and the remainder of the Agreement shall remain in full force and effect.

SECTION 24. NO JOINT VENTURE OR THIRD PARTY BENEFICIARIES

24.1 Nothing herein contained shall be construed as creating a partnership or joint venture by or between the Parties.

24.2 The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this

Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

SECTION 25. DEFAULT

25.1 Any disputes regarding a breach or alleged breach of this Agreement shall be resolved pursuant to the Dispute Resolution Section of the General Terms and Conditions of this Agreement. Additionally, in the event of breach of any material provision of this Agreement by either Party, the non breaching Party shall give the other Party written notice thereof, and:

25.1.1 If such material breach is for non-payment of amounts due hereunder, the breaching Party shall cure such breach within ten (10) days of receiving such notice. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision. Neither Party shall withhold or set off undisputed amounts.

25.1.2 In addition, if such material breach is for non-payment of amounts due hereunder and such amounts have not been disputed, the non-breaching Party may:

25.1.2.1 refuse additional applications for any service provided under this Agreement;

25.1.2.2 refuse to complete any pending orders for additional services any time thereafter, and/or;

25.1.2.3 on thirty (30) days' written notice by overnight delivery or certified U.S. mail, with a copy to the Commission, to the person designated to receive such notice, discontinue the provision of existing services at any time thereafter.

25.1.3 If the non-breaching Party does not refuse additional applications for additional services, and the non-payment continues, nothing contained herein shall preclude the non-breaching Party from refusing additional applications for services without further notice. If the non-breaching Party discontinues provision of the additional services, all applicable charges, including termination charges, shall become due. If the non-breaching Party does not discontinue the provision of services on the date specified in the thirty (30) days notice, and the nonpayment continues, nothing contained herein shall preclude the non-breaching Party from discontinuing the provision of services without further notice.

25.1.4 Clear Creek reserves the right to refuse an application for additional services made by any entity that owns or is substantially owned, directly or indirectly, by or is under common control with, BCT, so long as BCT or any such entity is indebted to Clear Creek for services previously furnished, until the indebtedness is satisfied. In the event that services are provided to BCT or an entity that owns or is substantially owned, directly or indirectly, by or is under common control with, BCT, such

services may be terminated by Clear Creek unless BCT satisfies the indebtedness owing to Clear Creek within thirty (30) days after written notification. Such notification shall be made by certified U. S. mail to the person designated by BCT to receive such notices.

- 25.1.5 If such material breach is for any failure to perform in accordance with this Agreement, other than for non-payment of amounts due hereunder, or if either Party is otherwise in violation of the law, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach within sixty (60) days of such notice, and if breaching Party does not, the non-breaching Party may, at its sole option, terminate this Agreement. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

SECTION 26. CONFIDENTIALITY AND PUBLICITY

- 26.1 All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms provided herein.
- 26.2 As used in this Agreement, the term "Proprietary Information" will mean written, recorded, machine readable or other information provided in tangible form to one Party by the other Party regarding the above referenced subject matter and which is marked proprietary or confidential with the appropriate owner corporation name, e.g., "Clear Creek Proprietary". Information disclosed orally will not be considered proprietary unless such information is reduced to writing by the disclosing Party and a copy is delivered to the other Party within thirty (30) business days after such oral disclosure. The writing will also state the place, date and person(s) to whom disclosure was made.
- 26.3 Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of three (3) years from the date of disclosure unless the Parties agree to modify this Agreement to provide for a different nondisclosure period for specific materials. Neither Party will be liable for inadvertent or accidental disclosure of Proprietary Information of the other Party provided that:
- 26.3.1 each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance, and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;
- 26.3.2 it limits access to such Proprietary Information to its employees and agents who are directly involved in the consideration of the Proprietary Information and informs its employees and agents who have access to such Proprietary Information of its duty not to disclose; and

- 26.3.3 upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure.
- 26.4 Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:
- 26.4.1 is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or
- 26.4.2 was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure; or
- 26.4.3 was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party; or
- 26.4.4 is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or
- 26.4.5 is approved for release by written authorization of the disclosing Party; or
- 26.4.6 is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law; or
- 26.4.7 is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights.
- 26.5 Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one is not responsible or liable for any business decisions made by the other in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further agreement or negotiation with the other.
- 26.6 Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright, or trademark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party.
- 26.7 All publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent.
- 26.8 Unless otherwise agreed upon, neither Party will publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity matter relating directly or indirectly to this Agreement.

SECTION 27. NO RIGHTS TO THIRD PARTIES

- 27.1 This Agreement will not provide any third party, including, but not limited to any End User of either Party, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

SECTION 28. HEADINGS

- 28.1 The headings in this Agreement are for convenience and will not be construed to define or limit any of the terms herein or affect the meanings or interpretation of this Agreement.

SECTION 29. EXECUTION IN DUPLICATE

- 29.1 This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

SECTION 30. NOTICES

30.1 Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested, or delivered by prepaid overnight express mail, and addressed as follows:

TO BCT:

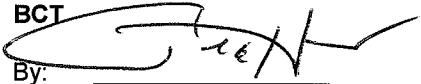
Beaver Creek Cooperative Telephone Company
Attention: Paul Hauer
15223 S Henrici Road
Oregon City, OR 97045
Telephone: (503) 632-3113
Facsimile: (503) 631-7161

TO CLEAR CREEK :

Clear Creek Mutual Telephone Company
Attention: Mitchell Moore
18238 S Fischers Mill Road
Oregon City, OR 97045-9696
Telephone: (503) 631-2101
Facsimile: (503-631-2098

- 30.2 If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.
- 30.3 The Parties have caused this Local Interconnection Agreement to be executed on their behalf on the dates set forth below.

BCT

By: 
Typed: Paul Hauer
Title: President
Date: 4/7/2008

CLEAR CREEK

By: _____
Typed: Mitchell Moore
Title: President
Date: _____

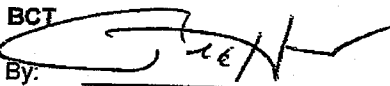
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BCT

By: _____
Typed: Paul Hauer
Title: President
Date: 4/7/2008

CLEAR CREEK

By: _____
Typed: Mitchell Moore
Title: President
Date: 4/17/2008

ATTACHMENT I INTERCONNECTION

The Parties agree to exchange Local Traffic on an indirect basis and have no physical or direct Point of Interconnection between the Parties until such time as BCT provides service to 25 or more Customers within Clear Creek's service area.

Each Party acknowledges that during the time that Local Traffic is exchanged on an indirect basis under this Agreement it is the responsibility of the Party interconnecting with Local Interconnection Service (LIS) facilities to enter into transiting arrangements with the third party providing transit services to that Party. The Party connecting with LIS facilities shall also be responsible for transporting all calls from its network to the third party providing transit services and to pay any transit charges assessed by such third party.

Once BCT provides service to 25 or more Customers within Clear Creek's service area, BCT shall immediately notify Clear Creek and shall establish at its own expense a direct interconnection with Clear Creek for the exchange of Local Traffic within 90 days of such notification as follows:

SECTION 1. DIRECT INTERCONNECTION TRUNKING ARRANGEMENTS

- 1.1 In the event that BCT provides service to 25 or more Customers within Clear Creek's Service Area, the Parties will directly interconnect their networks as specified in the terms and conditions contained herein:
 - 1.1.1 Connection of Clear Creek and BCT facilities shall be at the Points of Interconnection (POI) set forth in this Attachment, may be modified from time to time by either Party with the written consent of the other Party, which consent will not be unreasonably withheld. BCT will agree to establish each POI at a technically feasible point on Clear Creek's network.
 - 1.1.2 Physical connection of BCT's facilities to Clear Creek's facilities may require a Point of Termination (POT) at Clear Creek's Central Office.
 - 1.1.3 In order to establish direct Interconnection, a POI is required at one or more of the following locations:
 - 1.1.3.1 A Clear Creek provided facility between the Clear Creek Host Office and the Clear Creek Exchange boundary.
 - 1.1.3.2 The POI shall be located at the Clear Creek Exchange Boundary. Clear Creek-provided Facilities from the Clear Creek Exchange Boundary to the Clear Creek Host Office provides switched Interconnection to Clear Creek's End Users' served by that host office and any subtending remote offices.

BCT shall be responsible for all transport of Local Interconnection Trunks outside the Clear Creek Exchange.

- 1.1.4 If Transport of Local Interconnection Trunks from the Clear Creek Exchange boundary to the Clear Creek Host Office is provided by Clear Creek, rates shall be per the NECA Tariff FCC No. 5 for special access transport. Transport is not provided as part of Local Interconnection or Reciprocal Compensation charges. Interconnection may be accomplished through the provision of DS1 or DS3 circuits.
 - 1.1.5 Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI, however, should Clear Creek be required to modify its network to accommodate the Interconnection request made by BCT, BCT agrees to pay Clear Creek ICB charges for such modifications. If BCT uses a third party network to reach the POI, BCT will bear all third party BCT charges for facilities and traffic in both directions on its side of the POI.
- 1.2 In order for BCT to establish a POI, BCT must submit a request, using the POI Request Form that can be obtained from Clear Creek's business office located at 18238 S. Fischers Mill Rd., Oregon City, OR 97045.
- 1.3 Local Interconnection trunks shall be used solely for exchange of traffic between BCT's CLEC customers and Clear Creek's customers, including ISP Bound Traffic, locally-dialed Enhanced Services traffic that terminates directly on Clear Creek's switch, and EAS traffic between BCT CLEC and Clear Creek.
- 1.4 The Parties mutually agree that all Interconnection facilities will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Parties further agree that all equipment and technical Interconnections will be in conformance with all generally accepted industry standards with regard to facilities, equipment, and services.
 - 1.4.1 If a trunk group is consistently utilized (trunks required for traffic divided by trunks in service) at less than fifty percent (50%) of rated busy hour capacity each month of any consecutive three (3) month period, Clear Creek will notify BCT of Clear Creek's desire to resize the trunk group. Such notification shall include Clear Creek's information on current utilization levels. If BCT does not submit an ASR to resize the trunk group or provide Clear Creek with its reasons for maintaining excess capacity within thirty (30) calendar Days of the written notification, Clear Creek may reclaim the unused facilities and rearrange the trunk group. When reclamation does occur, Clear Creek shall not leave the carrier-assigned trunk group with less than twenty-five percent (25%) excess capacity. Ancillary trunk groups are excluded from this treatment.
- 1.5 Interconnection will be provided via two-way trunks. The only compensation or other responsibility for payment for terminating Local traffic from the POI onward shall be Reciprocal Compensation, if applicable per this agreement. BCT shall pay Clear Creek Switched Access charges where BCT is acting as an Interexchange Carrier.
- 1.6 The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for Interconnection between the Parties will conform with all generally accepted industry standards with regard to facilities, equipment, and services. All Interconnection facilities and trunking will

be ordered using industry standard ASR as referenced in Clear Creek's Local Service Provider Guide.

- 1.7 Interconnection shall be at the DS-1 level, using channelized DS-1's (24 DS-0 channels) with a minimum of 1 DS-1. BCT or Clear Creek may agree to assign multiple trunk groups to a single DS-1.
- 1.8 BCT will not expect Clear Creek's local end office switch to act as a local, EAS, or access/toll tandem, on BCT's behalf nor will Clear Creek expect BCT's local end office switches to act as a local, EAS, or access/toll tandem on Clear Creek's behalf.
- 1.9 This Agreement is applicable only to Clear Creek's serving areas. Clear Creek will not be responsible for interconnections or contracts relating to any of BCT's interconnection with any other service provider or telecommunications carrier.
- 1.10 If BCT provides service using an NPA-NXX assigned to a rate center where Clear Creek provides extended area service or a applicable regulatory authority approved optional calling plan, and BCT chooses to indirectly interconnect by using the tandem switching facilities of a third party, Clear Creek will have no obligation to route and rate traffic to BCT's NPA-NXX as an EAS call or pursuant to an optional calling plan unless BCT has established a trunking arrangement for this traffic with Clear Creek and transiting arrangements with the other telecommunications carrier(s) utilizing the trunks and providing transiting service for the traffic.
- 1.11 Clear Creek and BCT will route all ported numbers based on NPA-NXX contained in the Location Routing Number (LRN) using the same routing that is used for dialed calls to the same NPA-NXX.
 - 1.11.1 However, if either Party's End User customer ports a number from that Party to another carrier and the Originating one Party routes a call to that ported number to the other Party, the Receiving Party will notify the Originating Party that calls are being incorrectly routed to the Terminating Party instead of the NPA-NXX designated in the LRN. The Originating Party shall immediately cease routing such calls to the Terminating Party. Failure to cease routing such calls to the Terminating Party shall be considered a material breach of this Agreement.
- 1.12 Signaling Systems and Administration
 - 1.12.1 The Parties will, where Clear Creek and BCT have has the capability, interconnect their networks using SS7 signaling associated with all Interconnection trunk groups as defined in Telcordia GR-246 "Telcordia Specification of Signaling Systems 7 (SS7) and GR-905, "Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network (ISDN) User Part (ISUP) "including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the Interconnection of their networks. For glare resolution, Clear Creek will have priority on odd trunk group member circuit identification codes, and BCT will have priority on even

trunk group member circuit identification codes, unless otherwise mutually agreed.

- 1.12.2 Parties agree to populate all fields in SS7 messages that are populated by operating practice in the Portland metro area, including but not limited to ANI, CNI, and, if a number is ported, LRN and dipped/non-dipped indication.

SECTION 2. TESTING AND TROUBLE RESPONSIBILITIES

2.1 The Parties agree to:

- 2.1.1 Cooperatively plan and implement coordinated repair procedures for the local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner. BCT shall be responsible for all ordering, implementation, testing, and maintenance on all third-party facilities required for interconnection with Clear Creek under this Agreement.
- 2.1.2 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 2.1.3 Promptly notify each other when there is any change affecting the service requested, including the date service is to be started.
- 2.1.4 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per the Interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date.
- 2.1.5 Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the Interconnection trunks prior to referring any trouble to each other.
- 2.1.6 Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day, 7 days a week.
- 2.1.7 Based on the trunking architecture, provide for mutual tests for system assurance for the proper recording of AMA records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.
- 2.1.8 A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the Interconnection trunks, and any of the following conditions exist:
 - 2.1.8.1 No trouble is found in the Interconnection trunks; or
 - 2.1.8.2 The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or

- 2.1.8.3 Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the Interconnection trunk does not exceed maintenance limits.
- 2.1.8.4 If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.
- 2.1.8.5 Billing for maintenance service is based on Clear Creek's respective tariff.

SECTION 3. INTERCONNECTION FORECASTING

- 3.1 Semi-annually BCT will provide Clear Creek a one (1) year forecast for expected trunk utilization. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available.
- 3.2 The forecasts will include the number, type, and capacity of trunks as well as a description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts to anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.
- 3.3 If a trunk group is under 75 percent of centum call seconds capacity on a monthly average basis for each month of any six-month period, either Party may issue an order to resize the trunk group, which will be left with not less than 25 percent excess capacity. The grade of service for all final facilities between Clear Creek' central office and BCT's will be engineered to achieve P.01 grade of service.

SECTION 4. COMPENSATION FOR THE TRANSPORT AND TERMINATION OF INTERCHANGED TRAFFIC

- 4.1 The Parties shall be compensated as set forth in Attachment 4.

ATTACHMENT 2 ANCILLARY SERVICES

SECTION 1. DIRECTORY LISTINGS AND DISTRIBUTION

- 1.1 The parties agree that the use by BCT of Clear Creek's Subscriber List Information has been and will continue to be addressed in a separate agreement and shall not be covered by this Interconnection Agreement.

ATTACHMENT 3 LOCAL NUMBER PORTABILITY

SECTION 1. LOCAL NUMBER PORTABILITY (LNP)

- 1.1 BCT agrees to follow the procedures in Clear Creek's Local Service Provider Guide for the porting of numbers.
- 1.2 Terms and Conditions
 - 1.2.1 Clear Creek will only provide LNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices.
 - 1.2.2 An LNP telephone number may be assigned by BCT only to BCT's End Users located within Clear Creek' rate center, which is associated with the NXX of the ported number.
- 1.3 Obligations of Parties
 - 1.3.1 Both Parties will participate in LNP testing in accordance with North American Numbering Council (NANC) standards.
 - 1.3.2 Both Parties will follow recommended National Emergency Number Association (NENA) standards for LNP until such time the standards are superseded by federal, state, or local legislation.
 - 1.3.3 BCT is required to send to Clear Creek a completed Bona Fide Request Form for LNP.
 - 1.3.4 BCT is responsible to coordinate with the local E911 and Public Services Answering Point (PSAP) coordinators to insure a seamless transfer of End User emergency services.
 - 1.3.5 BCT is required to meet all mutually agreed upon testing dates and implementation schedules. Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request perform tests to validate the operation of the network.
 - 1.3.6 Each Party is responsible for the following:
 - 1.3.6.1 Adhere to all Number Portability Administration Center (NPAC) and North American Numbering Council (NANC) requirements and in providing its own access to regional NPAC.
 - 1.2.6.2 For providing its own access to the Service Order Administration (SOA).

EXHIBIT A

WIRELINE-WIRELINE TRADING PARTNER PROFILE

The following items are pertinent to the successful establishment of operations within BCT's local service territories.

Prepared By: _____	Telephone: _____
---------------------------	-------------------------

1) Wireline Company:	_____ _____ _____ _____																									
2) Wireline Contact Information:	<table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 30%;"></th> <th style="width: 20%; text-align: center; border-bottom: 1px solid black;">Contact Name</th> <th style="width: 20%; text-align: center; border-bottom: 1px solid black;">Phone Number</th> <th style="width: 20%; text-align: center; border-bottom: 1px solid black;">Facsimile</th> <th style="width: 10%; text-align: center; border-bottom: 1px solid black;">E-Mail</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;">a.) Billing (if applicable)</td> <td style="border-bottom: 1px solid black;">_____</td> <td style="border-bottom: 1px solid black;">_____</td> <td style="border-bottom: 1px solid black;">_____</td> <td style="border-bottom: 1px solid black;">_____</td> </tr> <tr> <td style="padding: 5px;">b.) SLA/Profile</td> <td style="border-bottom: 1px solid black;">_____</td> <td style="border-bottom: 1px solid black;">_____</td> <td style="border-bottom: 1px solid black;">_____</td> <td style="border-bottom: 1px solid black;">_____</td> </tr> <tr> <td style="padding: 5px;">c.) Pre activate/ Activation</td> <td style="border-bottom: 1px solid black;">_____</td> <td style="border-bottom: 1px solid black;">_____</td> <td style="border-bottom: 1px solid black;">_____</td> <td style="border-bottom: 1px solid black;">_____</td> </tr> <tr> <td style="padding: 5px;">d.) LNP Issues-post activation</td> <td style="border-bottom: 1px solid black;">_____</td> <td style="border-bottom: 1px solid black;">_____</td> <td style="border-bottom: 1px solid black;">_____</td> <td style="border-bottom: 1px solid black;">_____</td> </tr> </tbody> </table>		Contact Name	Phone Number	Facsimile	E-Mail	a.) Billing (if applicable)	_____	_____	_____	_____	b.) SLA/Profile	_____	_____	_____	_____	c.) Pre activate/ Activation	_____	_____	_____	_____	d.) LNP Issues-post activation	_____	_____	_____	_____
	Contact Name	Phone Number	Facsimile	E-Mail																						
a.) Billing (if applicable)	_____	_____	_____	_____																						
b.) SLA/Profile	_____	_____	_____	_____																						
c.) Pre activate/ Activation	_____	_____	_____	_____																						
d.) LNP Issues-post activation	_____	_____	_____	_____																						

3) States for Porting:	States: _____ Codes and Additional information: a) OCN: _____ b) SPID _____
-------------------------------	---

LEC OCN's

OCN:	OCN:	OCN:	OCN:	OCN:	OCN:	OCN:

EXHIBIT A

Wireline-Wireline Trading Partner Profile (TPP)

(Continued)

Contacts

Primary Contact Name:	
Phone	
FAX	
Email Address	
Secondary Contact Name:	
Phone	
FAX	
Email Address	
Escalation Contact Name:	
Phone	
FAX	
Email Address	

FAX

for processing:	FAX number	
	Email	

Operations

Information		
	Operating Company Number (OCN)	
	AOCN	
	Wireless or Wireline	
	Time Zone	
	Holiday Days	
	Holiday Time Begin (hh:mm)	
	Holiday Time End (hh:mm)	
for processing:		
	Service Provider SPID	
	LSMS SPID	
	LSR Version ID	
	FOC Version ID	
	WICIS Version ID	
	Time Zone	
	Business Days	
	Business Day Begin (hh:mm)	
	Business Day End (hh:mm)	

The parties agree that information contained in the Trading Partner Profile is operational in nature and subject to change. The parties agree to make every effort to give the other party 30 days notice of any changes to its information.

EXHIBIT B

LOCAL NUMBER PORTABILITY (LNP) - BONA FIDE REQUEST (BFR)

Please provide Requestor's information below:

DATE	(Date Of Request)
TO	(Name Of Service Provider)
	(Address Of Service Provider)
	(Contact Name /Number)
FROM	(Requester/Service Provider Name/ID)
	(Requester/Operating Company Number (OCN))
	(Requester Switch(es)/CLLI)
	(Authorized By Name)
	(Authorized By Title)
	(Contact Name/Address/Number)

Affidavit attesting requester as authorized agent should accompany request.

Switches

CLLI	Rate Center Name (2)	Rate Center V&H	NPA-NXX(s)
			All: Y or N
			All
			All
			All
			All

DATES:

Requested date switch(es) should be LNP capable: _____ (mm/dd/yy)

Requested code opening date: _____ (mm/dd/yy)

Acknowledgment of BFR is to be sent to the requester within ten business days.

EXHIBIT B

Local Number Portability (LNP)

Bona Fide Request (BFR)

(Continued)

Notes:

- 1.1 List each switch targeted for LNP by its specific CLLI code.
- 1.2 Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates; Source of the LERG information: Destination Code Record (DRD) Screen.
- 1.3 Circle or highlight Y if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight N if only certain NPA NXX codes are being requested. Then provide list of desired NPA NXX(s).

EXHIBIT C

ACKNOWLEDGMENT OF LNP BONA FIDE REQUEST (BFR)

DATE: (date of response)

TO	(Requester/Carrier Name/ID)
	(Contact Name/Address/Number)
	Requester Switch(es)/CLLII
FROM	(Name Of Service Provider)
	(Address Of Provider)
	(Contact Name/Number's
	Switch Request(S) Denied/Reason For Denial:
	_____ (CLLII 1)
	_____ (CLLII 2)
	_____ (CLLII 3)
	Authorized Company Representative Signature/Title: _____

Switch request(s) accepted

CLLI Accepted	LNP Effective Date	Modified Effective Date	Ineligible NPA-NXXs

EXHIBIT D

PROOF OF AUTHORIZATION - LETTER OF AUTHORIZATION

SAMPLE LETTER OF AUTHORIZATION

**ABC TELECOMMUNICATIONS
LETTER OF AGENCY**

Local Exchange Carrier:

ABC Telecommunications appoints _____(Carrier), the limited purpose of ordering and implementing service to the ABC Telecommunications facility described below. Agent orders are limited not to exceed quantity indicated below. Engineering information and LEC due dates are to be provided to ABC Telecommunications in accordance with standard interval practices.

End User Name/Location:	Big Time Employer 123 Broad St Anytown, OR, 97000
Related Order:	T0884002
Circuit:	MGC090724876
Telco Designation:	1005 /OC03 /ORCYOR18JAI/RDLDORXX

The agency relationship shall remain in effect for the facilities indicated until modified or revoked by ABC Telecommunications. Neither _____(Carrier) nor ABC Telecommunications shall be precluded by this appointment from dealing with any LEC in arranging for other telecommunication services.

ABC Telecommunications Operations Approval:

Name

Title

EXHIBIT D
SAMPLE PROOF OF AUTHORIZATION

End-user's Name _____
End-user's Phone Number _____
End-user's Address _____
Date:

Carrier's Name
Carrier's Sales Associate
Carrier's Address

Local Exchange Carrier:

This letter authorizes _____(Carrier) to act as our communications representative agent when dealing with Clear Creek Telephone & TeleVision. We authorize _____(Carrier) to obtain information and/or copies of all our network services and to order and manage all negotiations for the installation of telecommunications services for the above listed address and with respect to the following numbers:

503-555-1000, 503-555-1001, 503-555-1002.

This authorization shall remain in effect until canceled by us in writing. This letter of agency rescinds any other letter of agency previously entered into by _____(End-user's Name).

Sincerely,

End-user's Name

Clear Creek Telephone & TeleVision

Local Service Request

Administrative Section		CCNA	PON	VER	LSR NO	LOCQTY	HI
AN	ATN	SC	PG	of	RESID		
DTSNT	DSPTCH	DDD	APPTIME	DDDO			
NOR	APPTIME	DFDT	PROJECT	LSCP	CHC	REQTYP	ACT SUP EXP AFO
ONSP	AENG	ALBR	SCA	AGAUTH	DATED	AUTHNM	FORITYP ACTL
LST	LSO	TOS	SPEC	NC	PBT	NCI	CHANNEL SECNCI
RFON	RORD	LSPAUTH	LSPAUTHDATE	LSPAUTH NAME			
LSPAN	CIC	CUST	NFDI				
Bill Section		B11	BAN1	E12	BAN2	ACNA	EBD CNO
BILLNM	SBILLNM	TE	EBP				
STREET	FLOOR	ROOM/MAIL STOP	CITY				
STATE	ZIP	BILLCON	TEL NO	VTA			
Contact Section		INIT	TEL NO				
EMAIL							FAX NO
STREET	FLOOR	ROOM/MAIL STOP	CITY				
STATE	ZIP	IMPCON	TEL NO	PAGER			
ALT IMPCON	TEL NO	PAGER					
DSGCON	DRC	TEL NO	FAX NO				
EMAIL							
STREET	FLOOR	ROOM/MAIL STOP	CITY				
STATE	ZIP						
REMARKS							

EXHIBIT E
 LOCAL SERVICE REQUEST

EXHIBIT E

Clear Creek Telephone & Television Administrative Section End User Information

Administrative Section
 PON _____ VER _____ AN _____ ATN _____ DQTY _____ PG of _____ 2 of 4

Location and Access
 LOC NUM _____ NAME _____ AFT SAFR _____ SAFO _____ SASF _____ SASD _____ SATH _____
 LD1 _____ LV1 _____ LD2 _____ LV2 _____ LD3 _____ LV3 _____
 AAI _____
 CITY _____ STATE _____ ZIP _____ LCON _____
 TEL NO _____ FUMI _____
 ACC _____

ACC (continued)

WSOP _____ CPE MFR _____ CPE MOD _____ ERL _____ IET _____
Inside Wire
 IWO _____ IWBAN _____ IWCON _____ TEL NO _____

Bill Section
 EAN _____ EATH _____ FBI _____ BILLNM _____
 SBILLNM _____ STREET _____ FLOOR _____ ROOM _____
 CITY _____ STATE _____ ZIP _____ LCON _____
 TEL NO _____ SSN _____

EXHIBIT E

End User Information

Clear Creek Telephone & TeleVision
Administrative Section

FON _____ VER AN _____ ATN _____ DQTY _____ PG of 4
 _____ 3 _____ 4

LOC NUM _____ NAME _____ AFT SAFR _____ SANO _____ SASF _____ SASD _____
 SASN _____ SATH _____

LD1 _____ LV1 _____ LD2 _____ LV2 _____ LD3 _____ LV3 _____
 AAI _____

CITY _____ STATE _____ ZIP _____ LCON _____
 TEL NO _____ EUMI _____
 ACC _____

ACC (continued)

WSOP _____ CPE MFR _____ CPEMOD _____ ERL IBT _____

Inside Wire
 IWO _____ IWBAN _____ IWCON _____ TEL NO _____

Bill Section
 EAN _____ EATN _____ FEI BILLNM _____
 SBLLNM _____ STREET _____ FLOOR _____ ROOM _____
 CITY _____ STATE _____ ZIP _____ LCON _____
 TEL NO _____ SSN _____

EXHIBIT E

Clear Creek Telephone & Television Directory Listing (DL)

Administrative Section

CCNA F0N VER DSE NO ATN AN

SC1 SC2 PG_of_

Listing Control Section

LACT ALI RTY LTY EOS STYC TOA DOI WEP LOCNUM DLNUM MTR

PFTN DDQTY LTRQTY

Listing Indicators Section

DML NCSL IMKT BRO ADV STR DLNM PROF DRIDL DRNAME LID1 LID2 OMSD

DIRSUB

OMSD (continued)

Listing Instruction Section

LTN NSTN LNFN OMIN LEX DNA LNPL LNLN

LNLN (continued)

LNFN (continued)

DES

TL TITLE 1 TITLE 2 TLD TITLE 1D

NICK FLA

FLA (continued)

LTEXT

LTEXT (continued)

LTEXT (continued)

LTEXT (continued)

LTEXT (continued)

ACA ADI LAPR LANO LASF LASD

LASN

LATH LASS LALO

LALOC LAST LAZC

Remarks

EXHIBIT E
 LOCAL RESPONSE

Clear Creek Telephone & TeleVision

LOCAL RESPONSE (LR)

ADMINISTRATION SECTION

CCNA	PON	VER		
D/TSENT	DDD	DD	RESPONSE TYPE (RT)	REASON CODE (RC)
REP	TEL-NO	FAX NO	EMAIL	

END USER LOCATION AND ACCESS

NAME	TN'S		
STREET	CITY	ST	ZIP
REMARKS			

*Response Type (RT)
 C=Firm Order Confirmation
 J=Jeopardy Notice

*Reason Code (RC) if RT is J
 1H=Central Office Freeze
 1M=Requested DD is less than published interval
 1N=DD and frame due time can not be met
 1P=Other
 2A=LSR error, incorrect or missing info
 4G=Need to revise TN-send supplement

ATTACHMENT 4 PRICING

SECTION 1. COMPENSATION

- 1.1 All Local Traffic, regardless of the type or destination or the protocols used in connection with such traffic shall be terminated by the Parties on a bill and keep basis.
- 1.2 The Parties agree that ISP-bound traffic is Interstate traffic and governed by the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. All ISP Bound and Local wireline to wireline traffic will be terminated on a bill and keep basis.
- 1.3 The bill and keep arrangement set forth in Sections 1.1 and 1.2 are subject to the following conditions:
 - 1.3.1. Bill and keep is limited to Local Traffic and ISP-Bound Traffic only.
 - 1.3.2. Traffic studies may be conducted semi-annually to measure the amount of traffic on the interconnection trunks to detect an out of balance condition. Parties agree to share the results of such studies.
 - 1.3.3. Either Party can cancel the bill and keep compensation arrangement when traffic volumes require the installation of more than 24 trunks or when the usage is out of balance by more than 10%. Formal notification of the cancellation must be provided in writing 90 days prior to the Effective Date. Notwithstanding anything in this Agreement to the contrary, the Parties may continue the bill and keep compensation arrangement by mutual agreement.
 - 1.3.4. If either Party does deliver such written notice, the Parties will negotiate an amendment to this Agreement under applicable law reflecting charges to be assessed by each Party for terminating Local Traffic. If the Parties are unable to negotiate such an amendment, the Parties agree to resolve the issue under the dispute resolution section of this Agreement.
 - 1.3.5. Bill and Keep does not apply to local traffic originated by the BCT, transiting Qwest's network, and terminated by a third party in which case applicable transit charges will apply. Clear Creek will not assume transport and termination liabilities on behalf of the calls originated by BCT.
- 1.3 All other traffic shall be terminated to a Party subject to that Party's tariffed access charges. All additional charges contained in Section 2 will apply upon occurrence and be directly billed.
- 1.4 Each party will provide accurate Calling Party Number ("CPN") and/or Automatic Number Identification ("ANI") on at least ninety-five percent (95%) of all traffic delivered to the POI. Where CPN and/or ANI is not provided, the originating party

agrees to pay the other party the applicable intrastate terminating access charges for such traffic.

SECTION 2. ADDITIONAL CHARGES. In addition to the compensation set forth in Section 1, the parties agree to the following charges:

- 2.1 Transfer or Porting Charge. A nonrecurring charge will apply when an End User transfers their account or ports their number from one Party to the other.

Customer Type	Residence	Business
Charge Per Order	\$15.00	\$15.00

- 2.2 Cancellation Charge. A nonrecurring charge of \$27.00 will apply when a pending order/LSR is cancelled in its entirety.
- 2.3 New Desired Due Date. A nonrecurring charge of \$27.00 will apply when the desired due date on a pending order/LSR is changed.
- 2.4 Other Charge. A nonrecurring charge of \$27.00 will apply when any other change is made to a pending order/LSR.
- 2.5 Expedite Charge. A nonrecurring charge of \$41.50 when any work is requested before the next available due date or before the standard interval of (24) hours for LNP service. Additional Labor Charges also apply if the work is done outside of standard hours of M-F 8:00am to 5:00pm or on holidays and weekends.
- 2.6 Concurrence Charge. A nonrecurring of \$27.00 will apply when a telephone number requires manual concurrence because the CLEC has not created the subscription version(s) in the NPAC prior to the 18-hour window as required.
- 2.7 No other charges may be billed by either Party.

ATTACHMENT 5 INDIVIDUAL CASE BASIS

SECTION 1. ICB DEFINITION

- 1.1 This Agreement contains references to Individual Case Basis (ICB) elements, both ICB rates and ICB intervals. The purpose of this Attachment is to identify how BCT's ICB requests, whether they be for rates or intervals, are processed through and by Clear Creek.

SECTION 2. ICB RATE INTERVALS

- 2.1 For those products and services identified in this Agreement that contain a provision for ICB rates, Clear Creek will provide BCT with a written quote of the ICB rate within sixty (60) business days unless a specific interval for providing the quote is either contained in the Agreement or this Attachment.
- 2.2 Upon request, Clear Creek shall provide BCT with Clear Creek's supporting cost data and/or cost studies for the ICB rated service that BCT wishes to order within seven (7) business days, except where Clear Creek cannot obtain a release from its vendors within seven (7) business days, in which case Clear Creek will make the data available as soon as Clear Creek receives the vendor release. Consistent with the terms and conditions of any applicable vendor contract or agreement, Clear Creek shall diligently pursue obtaining the release of cost information as soon as reasonably possible. To the extent consistent with the terms and obligations of any applicable vendor contract or agreement, Clear Creek shall request the release of vendor cost information when Clear Creek communicates with the vendor(s) when Clear Creek seeks a quote for the costs of the ICB project. Such cost data shall be treated as confidential information if requested by Clear Creek under Section 26 of this Agreement.

SECTION 3. ICB PROVISIONING INTERVALS

- 3.1 For those products and services provided pursuant to this Agreement that contain a provision for ICB interval but do not contain a specific provision for when the ICB interval shall be provided, the ICB interval shall be provided within sixty (60) business days of receipt of the order, request or application.
- 3.2 For ICB intervals for those products and services that require negotiated project time lines for installation, the Clear Creek representative, authorized to commit to intervals, shall meet with BCT's representative within seven (7) business days of receipt of the request from BCT to negotiate intervals.

MAY 08 2008

Public Utility Commission of Oregon
Administrative Hearing Division

CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.

1. PARTIES	<i>Competitive Carrier</i>	<i>Incumbent Local Exchange Carrier</i>
	Beaver Creec Cooperative Telephone Company	Clear Creek Mutual Telephone Company

Name of Party:

Contact for Processing Questions:

Name: Paul Hauer	Mitchell Moore
Telephone: 503-632-6314	503-631-2101
E-mail: phauer@bctelco.com	mm.moore@clearcreek.coop

Contact for Legal Questions (if different):

Name: Lisa Rackner	Jennifer Niegel
Telephone: 503-595-3925	(503) 769-7741
E-mail: lisa@mcd-law.com	Jennifer @staytonlaw.com

Other Persons wanting E-mail service of documents (if any):

Name:
E-mail:

2. TYPE OF FILING NOTE: Parties making multiple requests (such as seeking to adopt a previously approved agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

- Adoption:** Adopts existing carrier-to-carrier agreement approved by the Commission.
 - Docket ARB
 - Parties to prior agreement

New Agreement: Seeks approval of new negotiated agreement.

Does adoption or agreement replace an existing agreement between the parties?

- NO
- YES, Docket ARB

Amendment: Amends an existing carrier-to-carrier agreement.
Docket ARB