

CARLA M. BUTLER

April 7, 2017

<u>Via E-filing Only</u>

Ms. Cheryl Walker Oregon Public Utility Commission P.O. Box 1088 Salem, OR 97308-1088 puc.filingcenter@state.or.us

Re: AlyricaTel Inc.'s Adoption of the Interconnection Agreement between
CenturyTel of Oregon, Inc. d/b/a CenturyLink and UnwiredWest LLC
ARB

Dear Ms. Walker:

Attached please find a fully executed Adoption by AlyricaTel Inc. of the Interconnection Agreement between CenturyTel of Oregon, Inc. d/b/a CenturyLink and UnwiredWest LLC (ARB 1090), Order No. 15-235, approved by the Commission on August 11, 2015. This Agreement will become a new ARB. Also attached is a completed Carrier-to-Carrier Agreement Checklist, which includes the names of the parties, a contact person, and the type of filing. No paper copy will follow.

Please feel free to contact me if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Very truly yours,

Carla Butler Paralegal

Attachment

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 use the information from 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 to the e-mail address listed below.

1. P.	ARTIES Competitive Carrier	Incumbent Local Exchange Carrier		
Name of I	Party:			
Contact fo	or Processing Questions:			
Name				
Telephone	e:			
E-mail:				
Contact for Legal Questions (if different)				
Name:				
Telephone:				
E-mail:				
Other Persons wanting e-mail service of documents (if any)				
Name:				
E-mail:				
 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 a new negotiated agreement.				
Does adoption or agreement replace an existing agreement between the parties? \[\sum \ NO \] \[\sum \ YES, \text{ Docket ARB } \]				
·	Amendment: Amends an existing carrier to carrier agreement. Docket ARB			
Does this filing replace an agreement or amendment currently pending Commission approval?				
	YES, Docket ARB, Filed on _			
Attachment(s) provided on CD, DVD or flash drive.				



Adoption of the Interconnection Agreement

Ву

AlyricaTel Inc.

Adopting the Interconnection Agreement

Between

CenturyTel of Oregon, Inc. d/b/a CenturyLink

And

UnwiredWest LLC

For the State of Oregon

Adoption of the Interconnection Agreement

This Adoption of the Interconnection Agreement ("Agreement") is entered into by and between CenturyTel of Oregon, Inc. d/b/a CenturyLink, ("CenturyLink"), and AlyricaTel Inc. ("CLEC"), each of which may be referred to herein as "Party", or collectively as "the Parties", to establish the terms, conditions and rates for local interconnection and the exchange of Local traffic for the State of Oregon.

NOW THEREFORE, the Parties agree as follows:

1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the Interconnection Agreement entered into by and between CenturyTel of Oregon, Inc. d/b/a CenturyLink and UnwiredWest LLC, that was approved by the Commission on August 11, 2015, Order No. 15-235 ("Adopted Agreement").
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement, including all amendments to that Adopted Agreement (the "Terms").
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect.
- 1.4 Unless otherwise stated differently in the Agreement, all CenturyLink obligations are CenturyLink ILEC operating company-specific obligations and are not obligations that are jointly-provided or otherwise shared between the listed operating companies as a collective entity.

2. PARTY

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement for UnwiredWest LLC.

3. PROVISIONS

- 3.1 The Terms of the UnwiredWest LLC Agreement are being adopted in its entirety by CLEC pursuant to CLEC's statutory rights under Section 252(i). The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of any or all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of CLEC's 252(i) election.
- 3.2 Should CLEC attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.
- 3.3 CLEC understands that it is providing a representation and warrants that it is complying with all provisions of the Adopted Agreement as of the effective date of the adoption.

4. EFFECTIVE DATE AND TERM

- 4.1 This Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties in which event neither Party will bring a dispute to require that an obligation incurred after execution must be fulfilled under the terms of the prior Agreement as long as this Agreement ultimately receives Commission Approval and so long as such obligations are fulfilled under the terms of this Agreement. However, the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations may take up to 60 days to accommodate any required initial processes.
- 4.2 In the event that the Parties currently have an existing Interconnection Agreement, this

Agreement shall replace the existing Interconnection Agreement in its entirety beginning on the Effective Date. However, nothing relieves the Parties from fulfilling all obligations incurred under that prior Interconnection Agreement, unless such obligation was incurred following execution of this Agreement and the Parties agreed to implement this Agreement and such obligations were fulfilled under this Agreement consistent with the foregoing paragraph.

4.3 The expiration date of this Adoption Agreement shall be the same as the expiration date of the agreement that is being adopted, which is August 11, 2018.

5. NOTICES

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

To CenturyLink:

CenturyLink
Director Wholesale Contracts
930 15th Street, 6th Floor
Denver, CO 80202
Phone: 303 673 2870

Phone: 303-672-2879

Email: intagree@centurylink.com

To CLEC:

Kevin Sullivan President/CEO AlyricaTel Inc. 521B N 19th

Philomath, OR 97370 Phone: (541) 929-3330

Email: kevin.sullivan@alyrica.net

With Copy to:

CenturyLink Legal Department Wholesale Interconnection 1801 California Street, 9th Floor

Denver, CO 80202 Phone: 303-383-6553

Email: legal.interconnection@centurylink.com

With Copy to:

Kristopher Twomey Consultant AlyricaTel Inc. 521B N 19th

Philomath, OR 97370 Phone: (541) 929-3330 Email: kris@lokt.net

6. REGULATORY REQUIREMENTS

- 6.1 CLEC represents and warrants that it is authorized to provide telecommunications services in the State of Oregon.
- The Parties will cooperate to file this Agreement with the Commission for approval and complete all attendant requirements of the Commission for such approval.

IN WITNESS WHEREOF, CLEC and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

Atyrica ferrite: EUN Sullivan E54099984888417	Century Fel of Oregon, Inc. d/b/a CenturyLink Diane Roth 7660EF68149A455
Signature	Signature
Kevin Sullivan Printed Name	Diane Roth Printed Name
President/CEO Title 3/29/2017	<u>Director – Wholesale</u> Title3/30/2017
Date	Date