

## 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 *Competitive Carrier*

Name of Party: Charter Fiberlink OR-CCVII, LLC

Contact for Processing Questions:

Name: Michael Moore

Telephone: (314) 543-2414

E-mail: michael.moore@cha~ter.com

### *Incumbent Local Exchange Carrier*

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

Carla Butler

(503) 242-5420

carla.butler@centurylink.com

Contact for Legal Questions (if different):

Name:

Telephone:

E-mail:

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

Name:

E-mail:

Steve Dea

intagree\*centurylink.com

### 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 1002

• Parties to prior agreement Comcast Phone of Oregon, LLC  
d/b/a Comcast Digital Phone

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

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



**Adoption of the  
Interconnection Agreement**

**By**

**CHARTER FIBERLINK OR-CCVII, LLC**

**Adopting the  
Interconnection Agreement  
And the ICC VoIP Amendment**

**Between**

**CENTURYTEL OF EASTERN OREGON, INC.  
D/B/A CENTURYLINK  
CENTURYTEL OF OREGON, INC.  
D/B/A CENTURYLINK**

**AND**

**COMCAST PHONE OF OREGON, LLC  
D/B/A COMCAST DIGITAL PHONE**

**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 Eastern Oregon, Inc. d/b/a CenturyLink, and CenturyTel of Oregon, Inc. d/b/a CenturyLink (collectively referred to herein as "CenturyLink" without diminishing or affecting the separate and distinct legal entity status of each CenturyLink ILEC operating company), all Oregon corporations, and Charter Fiberlink OR-CCVII, LLC, ("CLEC"), a Delaware limited liability company, 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 Eastern Oregon, Inc. d/b/a CenturyLink, and CenturyTel of Oregon, Inc. d/b/a CenturyLink and Comcast Phone of Oregon, LLC d/b/a Comcast Digital Phone, that was effective November 1, 2011 and the ICC VoIP Amendment that was signed January 3, 2013 ("Adopted Agreement").
- 1.2 This Agreement and Amendment 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 and Amendment remains unchanged and in full force and effect. In the event of a conflict between the Terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 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 Comcast Phone of Oregon, LLC d/b/a Comcast Digital Phone.

### 3. PROVISIONS

- 3.1 The Terms of the Comcast Phone of Oregon, LLC d/b/a Comcast Digital Phone 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.

**4. EFFECTIVE DATE AND TERM**

- 4.1 This Agreement, if an initial 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. 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.
- 4.3 The expiration date of this Agreement shall be the expiration date of the Adopted Agreement, which is November 1, 2014.

**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: 303-672-2879  
Email: [intagree@centurylink.com](mailto:intagree@centurylink.com)

**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](mailto:legal.interconnection@centurylink.com)

**To CLEC:**

Charter Communications, Inc.  
Attention: Legal Dept.-Telephone  
12405 Powerscourt Drive  
St. Louis MO 63131  
Phone: 314-543-2414  
Email: [Michael.Moore@charter.com](mailto:Michael.Moore@charter.com)

**with copies to:**

Charter Communications, Inc.  
Attn: Corporate Telephone – Carrier Relations  
12405 Powerscourt Drive  
St. Louis, MO 63131

and

Charles A. Hudak, Esq.  
Friend, Hudak & Harris, LLP  
Three Ravinia Drive  
Suite 1700  
Atlanta, GA 30346

**6. REGULATORY REQUIREMENTS**

- 6.1 CLEC represents and warrants that it is authorized to provide telecommunications services in the State of Oregon.
- 6.2 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.

**Charter Fiberlink OR-CCVII, LLC  
By Charter Communications, Inc.,  
its Manager**

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

DocuSigned by:  
*Peggy Giaminetti*  
46A570134222442...  
\_\_\_\_\_  
Signature

05E9FC68BD57454...  
*L T Christensen*  
\_\_\_\_\_  
DocuSigned By: L T Christensen  
Signature

Peggy L. Giaminetti  
Printed Name

L. T. Christensen  
Printed Name

Vice President, Circuit Ops  
Title

Director – Wholesale Contracts  
Title

6/5/2014  
Date

6/6/2014  
Date