



Qwest Corporation

421 SW Oak Street
Room 810
Portland, OR 97204
Telephone: 503-242-5420
Facsimile: 503-242-8589
e-mail: Carla.Butler@qwest.com

Carla M. Butler

Lead Paralegal

October 1, 2007

Ms. Cheryl Walker
Oregon Public Utility Commission
Suite 215
550 Capitol Street NE
Salem, OR 97301

Re: Bill and Keep Amendment to the Interconnection Agreement between BEAVER CREEK
COOPERATIVE TELEPHONE COMPANY and QWEST CORPORATION
ARB 747

Dear Ms. Walker:

Enclosed please find an original and two (2) copies of a fully executed Amendment to the Interconnection Agreement between Beaver Creek Cooperative Telephone Company and Qwest Corporation. Also enclosed is a completed Carrier-to-Carrier Agreement Checklist, which includes the names of the parties, a contact person, and the type of filing. The electronic version was eFiled on this date.

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,

A handwritten signature in cursive script, appearing to read "Carla".

Carla Butler
Lead Paralegal

Enclosures

cc: Mary Sullivan, Qwest (letter and checklist only)
Tom Linstrom, Beaver Creek Cooperative Telephone Company. (letter and checklist only)

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* *Incumbent Local Exchange Carrier*

Name of Party:

Contact for Processing Questions:

Name:

Telephone:

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:

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 filed with Commission.

- Docket ARB
- Parties to prior agreement &
- Check one:

Adopts base agreement only; or

Adopts base agreement and subsequent amendments approved in Order No(s).

New Agreement: Seeks approval of new negotiated agreement.

- | | |
|---|---|
| <ul style="list-style-type: none">• Does filing replace an existing agreement between the parties?• NO• YES, Docket ARB | <ul style="list-style-type: none">• If filing involves Qwest Communications, does it utilize the terms of an SGAT?• NO• YES, Revision |
|---|---|

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

Docket ARB

Other: Please explain.

**Bill and Keep Amendment
to the Interconnection Agreement between
Qwest Corporation
and
Beaver Creek Cooperative Telephone Company
for the State of Oregon**

This is an Amendment ("Amendment") to the Interconnection Agreement between Qwest Corporation ("Qwest"), a Colorado corporation, and Beaver Creek Cooperative Telephone Company ("CLEC"), an Oregon cooperative. Qwest and CLEC shall be known jointly as the "Parties".

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement, for service in the State of Oregon, that was approved by the Public Utility Commission of Oregon on February 27, 2007, as referenced in ARB 747, Order No. 07-064 ("Agreement"); and

WHEREAS, the Parties agree to amend the Agreement under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by changing the EAS/Local Traffic Reciprocal Compensation Election from FCC ISP ordered rates to Bill and Keep. The language is hereby amended by replacing the existing Sections 7.3.4 (Exchange Service (EAS/Local) Traffic) and 7.3.6 (ISP-Bound Traffic), with the terms and conditions set forth in Attachment 1, attached hereto and incorporated herein.

Effective Date

This Amendment shall be deemed effective upon Commission approval; however, the Parties agree to implement the provisions of this Amendment upon execution.

Amendments; Waivers


Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties with regard to the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Beaver Creek Cooperative
Telephone Company**

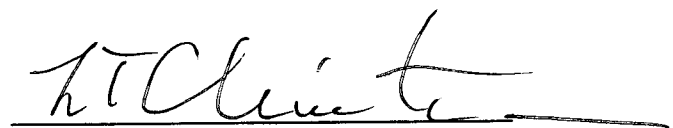

Signature

Tom D. Linstrom
Name Printed/Typed

CEO / President
Title

9/21/07
Date

Qwest Corporation


Signature

L. T. Christensen
Name Printed/Typed

Director – Interconnection Agreements
Title

9/24/07
Date

ATTACHMENT 1

7.3.4 Exchange Service (EAS/Local) Traffic

7.3.4.1 End Office Call Termination

7.3.4.1.1 The Parties agree that, based upon the fact that the traffic exchanged between the Parties historically has been roughly balanced, end office call termination compensation for Exchange Service (EAS/Local) traffic shall be based upon the bill and keep compensation mechanism, whereby neither Party charges the other Party reciprocal compensation for the termination of EAS/Local traffic originated by the other Party. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this State until the earlier of: (1) the expiration of the Agreement; (2) further action by the Federal Communications Commission (FCC), or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001); or (3) the balance of traffic exchanged between the Parties changes significantly.

7.3.4.1.2 Neither Party shall be responsible to the other for call termination charges associated with third party traffic that transits such Party's network.

7.3.4.2 Tandem Switched Transport

7.3.4.2.1 For traffic delivered through a Qwest or CLEC tandem Switch, the Parties agree that, based upon the fact that the traffic exchanged between the Parties historically has been roughly balanced, tandem switched transport functions for Exchange Service (EAS/Local) non-transit traffic shall be compensated based upon the bill and keep compensation mechanism. Bill and keep will apply to both the tandem switching rate and the tandem transmission rate. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this State until the earlier of: (1) the expiration of the Agreement; (2) further action by the Federal Communications Commission (FCC), or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001); or (3) the balance of traffic exchanged between the Parties changes significantly.

7.3.4.2.2 When Qwest receives an unqueried call from CLEC to a number that has been ported to another Switch within the EAS/Local Calling Area, and Qwest performs the query, mileage sensitive tandem transmission rates will apply which reflect the distance to the End Office Switch to which the call has been ported.

7.3.4.2.2.1 To determine the responsible originating Carrier of unqueried calls for purposes of identification of the Carrier to bill

LNP query charges, Qwest and CLEC are required to utilize the Number Portability Administration Center (NPAC) database, or another database that is supported by OBF.

7.3.6 ISP-Bound Traffic

7.3.6.1 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. However, the Parties agree to exchange ISP-bound traffic utilizing the bill and keep compensation mechanism. Bill and keep will apply to both end office call termination and tandem switched transport of ISP-bound traffic. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this State until the earlier of: (1) the expiration of the Agreement; (2) further action by the Federal Communications Commission (FCC), or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001); or (3) the balance of traffic exchanged between the Parties changes significantly.