



CARLA M. BUTLER

September 12, 2018

*Via E-Filing Only*

Filing Center  
Oregon Public Utility Commission  
P.O. Box 1088  
Salem, OR 97308-1088  
[puc.filingcenter@state.or.us](mailto:puc.filingcenter@state.or.us)

Re: REVISED - Bill and Keep Amendment to the Interconnection Agreement  
between Charter Fiberlink OR-CCVII, LLC and United Telephone  
Company of the Northwest d/b/a CenturyLink  
ARB 971

Dear:

Attached please find a revised Bill and Keep Amendment to the Interconnection Agreement between Charter Fiberlink OR-CCVII, LLC and United Telephone Company of the Northwest d/b/a CenturyLink. This Amendment replaces in its entirety the Bill and Keep Amendment filed with the PUC on June 22, 2018. 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 attached. Thank you for your assistance.

Very truly yours,

A handwritten signature in black ink that reads "Carla M. Butler".

Carla M. Butler  
Paralegal

Attachment

310 SW Park Ave., 11<sup>th</sup> Flr.  
Portland, OR 97205  
Tel. 503.242.5420  
Fax. 503.242.8589  
[carla.butler@centurylink.com](mailto:carla.butler@centurylink.com)



**Bill and Keep Amendment  
to the Interconnection Agreement between  
United Telephone Company of the Northwest d/b/a CenturyLink  
and  
Charter Fiberlink OR-CCVII, LLC  
for the State of Oregon**

This is an Amendment (“Amendment”) to the Interconnection Agreement between United Telephone Company of the Northwest d/b/a CenturyLink (“CenturyLink”), and Charter Fiberlink OR-CCVII, LLC (“CLEC”). CenturyLink and CLEC shall be known jointly as the “Parties”.

**RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement (“Agreement”) for service in the state of Oregon which was executed by the Parties on March 19, 2010 and

WHEREAS, the Parties desire to amend the Agreement further 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 adding terms, conditions and rates for Bill and Keep\_as set forth in Table 1, to this Amendment, attached hereto and incorporated herein by this reference.

**Effective Date**

This Amendment shall be deemed effective upon approval by the Commission, or by being permitted to go into effect by operation of law; however, the Parties may agree to implement the provisions of this Amendment upon execution. Order processing may not begin until all additional or updated information required has been provided by the CLEC and CenturyLink systems have been made ready to accept orders and issue bills.

**Further Amendments**

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 due to 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 regarding 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.

**Charter Fiberlink OR-CCVII, LLC**

**United Telephone Company of the Northwest d/b/a CenturyLink**

DocuSigned by:  
*Peggy L. Giaminetti*  
46A570134222442...  
Signature

DocuSigned by:  
*Kimberly J. Povirk*  
8E351664DF3444F...  
Signature

Peggy Giaminetti  
Name Printed/Typed

Kimberly J. Povirk  
Name Printed/Typed

VP, Circuit Operations  
Title

Director Sales Support  
Title

6/14/2018  
Date

6/14/2018  
Date

**ATTACHMENT 1**

1. The following language is added, and hereby replaces the existing language in 56.1.1, with regard to reciprocal compensation, in the Agreement, in its entirety:

End Office, Tandem Switching and Shared Transport per MOU compensation will be on a bill and keep basis, with no compensation exchanged between the Parties.

Table 1 - Rates

| KEY CODES |     | United Telephone Company of the Northwest - OR                 | January 2018  |
|-----------|-----|--|---|
| MRC       | NRC | ICA Elements   |   |
|           |     |  |   |
|           |     | <b>INTERCARRIER COMPENSATION</b>                               |   |
|           |     | <b>Reciprocal Compensation for Local and ISP-Bound Traffic</b> |   |
|           |     | End Office, Tandem Switching and Shared Transport (Per MOU)    | End Office, Tandem Switching and Shared Transport per Minute of Use |
|           |     | Bill and Keep  | <b>\$0.00</b>   |