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**BEFORE THE PUBLIC UTILITY COMMISSION  
OF OREGON**

In the Matter of the Petition of CLEAR )  
CREEK MUTUAL TELEPHONE ) PETITION FOR ARBITRATION  
COMPANY for Arbitration of an )  
Interconnection Agreement with BEAVER )  
CREEK COOPERATIVE TELEPHONE )  
COMPANY, Pursuant to the 47 U.S.C. §§ 251 )  
and 252 )  
)

Pursuant to 47 U.S.C. §§ 251 and 252, ORS Chapters 183 and 756 and OAR 860-016-0030, Clear Creek Mutual Telephone Company ("Petitioner") hereby requests that the Oregon Public Utility Commission (the "Commission") arbitrate unresolved issues in the interconnection agreement negotiations between Petitioner and Beaver Creek Cooperative Telephone Company ("BCT").

**PARTIES**

BCT is a cooperative corporation and the incumbent local exchange carrier ("ILEC") for the Beavercreek exchange. BCT is also certified as a competitive telecommunications provider for the Redland exchange and the rest of the state of Oregon. BCT's business address is 15223 S. Henrici Rd., Oregon City, OR 97045.

Petitioner is a cooperative corporation and the ILEC for the Redland exchange. Petitioner's business address is 18238 South Fischers Mill Road, Oregon City, Oregon 97045-

1 9696, its telephone number is (503) 631-2101 and its e-mail address is  
2 mmoore@clearcreek.coop.

### 3 INTRODUCTION

4 In CP 1242, BCT applied for a certificate of authority to provide telecommunications  
5 service as a competitive telecommunications provider throughout the state of Oregon. At the  
6 time, BCT was providing telecommunications service in the Redland exchange without a  
7 certificate of authority, subject to Order No. 04-412. On April 3, 2006, the Commission granted  
8 BCT a certificate of authority; however, a condition of that certificate provided:

9 Interconnection between Applicant in its competitive provider capacity, and  
10 Qwest Corporation (Qwest), Clear Creek Mutual Telephone Company (Clear  
11 Creek), or any other ILEC, will be established according to the terms and  
12 conditions of an interconnection agreement negotiated between Applicant, in its  
13 competitive capacity, and Qwest, Clear Creek, or any other ILEC. In the absence  
14 of a negotiated agreement, Applicant will pursue an arbitrated agreement  
15 according to section 252 of the Telecommunications Act of 1996.

13 In recognition of the provision of service by Beaver Creek without a certificate of  
14 authority to serve customers in Clear Creek's ILEC certificated area, only as  
15 permitted by Order No. 04-412, Beaver Creek shall initiate within 30 days of this  
16 order, negotiations with Clear Creek to establish the terms and conditions of an  
17 interconnection agreement between the parties.

16 On or about May 2, 2006, Petitioner received a request from BCT to negotiate terms and  
17 conditions of an interconnection agreement, a copy of which is attached as Exhibit "A." The  
18 parties exchanged correspondence and draft proposals during the following four months. A copy  
19 of all correspondence is attached as Exhibit "B". In his final email to Petitioner, Tom Linstrom,  
20 BCT's President, stated:

21 If we are unable to come to a agreement within the next week, BCT will file a  
22 Petition with the Oregon Public Utilities Commission for Arbitration under  
section 252(b)(1) in order that we don't have to start this process all over again at  
considerable expense to both companies.

1  
2 In a letter dated October 2, 2006, Petitioner replied to BCT and submitted its final offer, a  
3 copy of which is attached as Exhibit "C". BCT did not respond to Petitioner and did not file for  
4 arbitration. The 160 day deadline to file under 47 U.S.C. § 252 subsequently expired on October  
5 9, 2006.

6 On or about January 2, 2007, one of Petitioner's customers requested that his local  
7 telecommunications service with Petitioner be terminated and that his calls be forwarded to his  
8 new phone number, which had a prefix of 898. This prefix is assigned to BCT's competitive  
9 operation. Therefore, Petitioner believes that BCT is providing service in the Redland exchange  
10 via its competitive operation without having an interconnection agreement with Petitioner.

11 BCT has failed to negotiate an interconnection agreement, failed to initiate arbitration as  
12 required by its certificate of authority and is providing service in its capacity as a competitive  
13 provider in the Redland exchange without an interconnection agreement. Accordingly,  
14 Petitioner requests the Commission arbitrate the terms and conditions of an interconnection  
15 agreement between Petitioner and BCT, approve the proposed interconnection agreement  
16 attached hereto as Exhibit "C" and order BCT to cease and desist adding customers in its  
17 competitive capacity in the Redland exchange until an interconnection agreement is approved.

#### 18 **UNRESOLVED ISSUES AND EACH PARTY'S POSITION THEREON**

19 From the outset, the parties disagreed about which party's template agreement should be  
20 used as the basis for negotiations. Petitioner believes that the interconnection agreement  
21 originally proposed by BCT was drafted from agreements intended for ILEC-to-CMRS  
22 interconnection and that its terms and network connection methods are neither applicable to nor  
appropriate for an ILEC-to-CLEC interconnection. BCT, however, seems to believe that such an

1 agreement is suitable for its interconnection with Petitioner. On September 7, 2007, BCT  
2 indicated that it was considering opting-in to Petitioner's Traffic Exchange Agreement with  
3 United States Cellular Corp (ARB 717, Order 06-084), an agreement which also defines ILEC-  
4 to-CMRS interconnection. Petitioner tried to explain to BCT why this agreement would also be  
5 inappropriate. BCT did not take any formal action to opt-in to the United States Cellular Corp  
6 Traffic Exchange Agreement, yet BCT continued to object to the agreement proposed by  
7 Petitioner. BCT seems to want to interconnect using the methods and terms afforded its ILEC  
8 operation rather than those required of a CLEC operation. The template agreement proposed by  
9 Petitioner is based upon an agreement which has been approved by the Commission for use by  
10 other companies in other dockets. Unresolved issues are as follows (all paragraph references are  
11 to Exhibit "C", Petitioner's Final Offer):

12 1. BCT wishes to expand the scope of interconnection addressed by the agreement  
13 by redefining the term "Point of Interconnection". Petitioner disagrees. (§ 2.1.43)

14 2. BCT proposes to change the definition of "Point of Termination" to suggest that a  
15 Point of Interconnection is optional. Petitioner disagrees. Petitioner requires direct  
16 interconnection with an inherent Point of Interconnection. (§ 2.1.44)

17 3. BCT attempts to redefine the term "Transit Service". Petitioner disagrees as  
18 BCT's new definition is inconsistent with references to Transit Service throughout the  
19 agreement. (§ 2.1.56)

20 4. BCT wishes to modify Petitioner's credit policy. Petitioner disagrees. (§ 3.1, 4.2,  
21 4.5)

1           5.     BCT requests 10 days notice on disconnects for service used for any unlawful  
2 purpose. Petitioner is willing to provide concurrent notice. (¶ 6.4)

3           6.     BCT wants to charge Petitioner for the coordinated transfer of service activities  
4 scheduled outside of the specified hours in accordance with BCT's tariff. Petitioner disagrees. (¶  
5 7.3)

6           7.     BCT does not want to have to pay nonrecurring charges as set forth in Petitioner's  
7 tariff if an end user terminates service with BCT and restores service with Petitioner. Petitioner  
8 disagrees. (¶ 7.6)

9           8.     BCT wishes a service announcement be provided and invoiced, by the Party  
10 formerly providing service to the End User. Petitioner agrees, but wishes to clarify the proposed  
11 language. (¶ 7.8)9.    BCT has rejected Petitioner's insurance requirements, while failing to

12 make any alternate proposal. Petitioner awaits a proposal. (¶ 14.1.1, 14.1.2, 14.1.3, 14.1.4)

13           10.    BCT wants Petitioner to indemnify and defend BCT and hold BCT harmless from  
14 and against any and all loss alleged to have been incurred by end user of Petitioner or any other  
15 third party to the extent such loss arises or is attributable to Petitioner's. Petitioner disagrees as  
16 Petitioner's end users will not be affected by any interconnection. (¶ 18.4, 19.4)

17           11.    BCT does not believe that direct trunking or a physical point of interconnection is  
18 warranted or required and wants language regarding interconnection to refer only to future  
19 requests for connection. Petitioner disagrees. (Attach 1, 1.3, 1.3.3)

20           12.    BCT proposes bill and keep be used as compensation for the transport and  
21 termination of interchanged traffic. Petitioner wants all local interconnection traffic, regardless  
22 of the destination or type of traffic, or the protocols used in connection with such traffic, to be

1 terminated to a party subject to that party's local interconnection service charge if local traffic is  
2 destined for a customer in Petitioner's serving area and for all other traffic routed to Petitioner to  
3 be billed at Petitioner's tarried access charges. (§ Attach 1, 4.1)

4 13. BCT does not want to pay Petitioner reciprocal compensation, resale charges,  
5 supplemental purchase order number charges, miscellaneous charges or charges for traffic where  
6 the calling party number or automatic number identification is not provided. BCT has removed  
7 all pricing excluding ICB language from the proposed agreement. Petitioner disagrees. (§ Attach  
8 4, 1.2, 2.1, 3.1, 4.1)

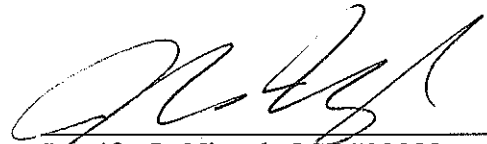
#### 9 TIMING OF PETITION

10 Although the 160 day deadline set forth in 47 U.S.C. § 252 expired on or about October  
11 9, 2006, BCT's certificate of authority expressly required it to "pursue an arbitrated agreement"  
12 if negotiations were unsuccessful. Order No. 06-155. BCT stated in writing that it planned to do  
13 so and then failed to follow through on that promise. Accordingly, BCT is in violation of its  
14 certificate of authority. Further, it is serving customers in the Redland exchange as a competitive  
15 provider without an interconnection agreement.

#### 16 CONCLUSION

17 For the reasons set forth above, Petitioner requests that the Commission arbitrate the  
18 terms and conditions of an interconnection agreement between Petitioner and BCT, approve the  
19 proposed interconnection agreement attached hereto as Exhibit "C," order BCT to cease and  
20 desist adding customers in its competitive capacity in the Redland exchange until an  
21 interconnection agreement is approved, and take such other action or investigation as the  
22 Commission deems necessary to ensure BCT's compliance with applicable law.

1 DATED: February 8, 2007.

2  
3   
4 Jennifer L. Niegel, OSB#99089  
Of Attorneys for Petitioner

5  
6 **Petitioner**

Clear Creek Mutual Telephone Company  
7 Attn: Mitchell A. Moore  
18238 South Fischers Mill Road  
8 Oregon City, OR 97045-9696  
Telephone: (503) 631-2101  
9 Fax: (503) 631-2385  
Email: **mmoore@clearcreek.coop**

10 **Attorneys for Petitioner**

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In the Matter of the Petition of CLEAR CREEK MUTUAL TELEPHONE COMPANY  
for Arbitration of an Interconnection Agreement with BEAVER CREEK  
COOPERATIVE TELEPHONE COMPANY.

**Exhibit A**

**Bona Fide Request for Interconnection**

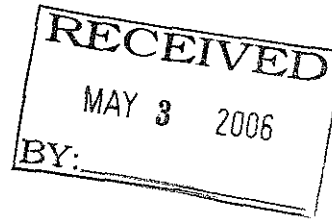


Beaver Creek Cooperative Telephone Company

15223 S Henrici Rd  
Oregon City, OR 97045

503 632-3113 Phone  
503 632-4159 Fax

www.bctelco.com



May 2, 2006

Mr. Mitchell A. Moore  
Clear Creek Mutual Telephone Company  
18238 S Fischers Mill Rd  
Oregon City, OR 97045-9696

Re: Bona Fide Request for Interconnection

Dear Mr. Moore

This letter is sent to you as a formal request pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 by Beaver Creek Cooperative Telephone Company (BCT) that Clear Creek Mutual Telephone Company (CCMTC) undertake negotiations and execution with BCT for an Interconnection Agreement for the State of Oregon. We are also requesting Local Number Portability (LNP) with CCMTC in the Redland exchange.

The terms of the interconnection agreement would cover the exchange of traffic, routing of that traffic, the rates for such traffic, LNP and any other issues as may be appropriate. We have provided an initial form of an Interconnection Agreement as an attachment to this letter for your review.

Please contact me as soon as possible to begin negotiations; my number is 503-632-4161.

Sincerely,

A handwritten signature in cursive script that reads "Tom".

Tom A. Linstrom  
CEO/President  
Beaver Creek Cooperative Telephone Company

Enclosure

# TRAFFIC EXCHANGE AGREEMENT

By and Between

Beaver Creek Cooperative Telephone BCT

And

Clear Creek Mutual Telephone BCT

*Recd  
5/3/2006*

*JL. CCMTA*

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## TRAFFIC EXCHANGE AGREEMENT

This Traffic Exchange Agreement ("Agreement"), is entered into by and between Beaver Creek Cooperative Telephone BCT, an Oregon corporation ("BCT") and Clear Creek Mutual Telephone BCT ("CCMTC"), (each referred to as a "Party" and collectively as "Parties") with an effective date of May 1, 2006.

WHEREAS, CCMTC is a common carrier providing Local/EAS exchange service and provides such service to its End Users; and

WHEREAS, BCT is a common carrier providing Local/EAS exchange service; and

WHEREAS, CCMTC terminates telecommunications traffic that originates from BCT's End Users on the CCMTC's network, and BCT terminates telecommunications traffic that originates from CCMTC's End Users on the BCT's network; and

WHEREAS, CCMTC provides a Point of Interconnection in the BCT's service areas, or interconnects with BCT's network via a third party tandem switch; and

WHEREAS, the Parties wish to establish an arrangement that establishes reciprocal compensation pursuant to Section 251(b) of the Act for terminating telecommunications traffic that originates on the other Party's network.

NOW, THEREFORE, IN CONSIDERATION of the covenants contained herein, the Parties hereby agree as follows:

### 1. DEFINITIONS.

- 1.1 "Act" means the Communications Act of 1934, as amended.
- 1.2 An "Affiliate" of a Party means a person, corporation or other legal entity that, directly or indirectly, owns or controls a Party, or is owned or controlled by, or is under common ownership or control with a Party. For purposes of this definition, the term "own" means to have at least a ten percent (10%) ownership interest in, or have voting control, such corporation or other legal entity. For CCMTC, each individual entity listed on the signature page of this Agreement is an Affiliate.
- 1.3 "Central Office" means a switching facility from which Telecommunications Services are provided, including, but not limited to:
  - a. An "End Office Switch" or "End Office" is used to, among other things, terminate telecommunications traffic to End Users.
  - b. A "Tandem Switch" or "Tandem Office" is a switching facility that is used to interconnect trunk circuits between and among End Office Switches,

aggregation points, points of termination, or points of presence. A switch may be both an End Office Switch and a Tandem Switch.

- 1.4 “Confidential Information” shall have the meaning ascribed in Section 27.
- 1.5 “Commission” refers to the state regulatory commission within the state of Oregon.
- 1.6 “End User” means, with respect to CCMTC, any subscriber to local exchange service furnished by CCMTC. With respect to BCT, “End User” means any subscriber to local exchange service furnished to the End User by BCT or by another entity reselling BCT’s local exchange service. CCMTC and BCT are each deemed to be subscribers to their own local exchange service, respectively, for purposes of this definition.
- 1.7 “Interconnection Facilities” are those BCT facilities between the BCT’s Central Office switch and the POI, if any.
- 1.8 “Interexchange Carrier” or “IXC” is a telecommunications Carrier authorized by the FCC and the Commission to provide, directly or indirectly, intraLATA or interLATA telecommunications toll services.
- 1.9 “Local Exchange Carrier” is as defined in the Act at 47 U.S.C. § 153(26).
- 1.10 “Local Exchange Routing Guide” or “LERG” means the Telcordia reference customarily used to identify NPA-NXX routing and homing information.
- 1.11 “Local Traffic” for purposes of compensation under this Agreement is that telecommunications traffic which originates and terminates within the same local calling area (which includes Extended Area Service). This Agreement does not cover traffic carried by an IXC as herein defined. Nothing in this Agreement shall affect the rates either Party assesses its End Users.
- 1.12 “POI” or “Point of Interconnection” means the point of interconnection on the BCT’s network where the Parties have agreed to the exchange of Local Traffic between BCT’s network and CCMTC’s network.
- 1.13 “PSTN” means the Public Switched Telephone Network.
- 1.14 “Reciprocal Compensation” means a compensation arrangement between two carriers in which each of the two carriers receives compensation from the other carrier for the transport and Termination on the recipient carrier’s network facilities for Local Traffic. 47 C.F.R. § 51.701(E).

- 1.15 "Tandem Switching" is when BCT provides tandem switching at the BCT switch for traffic between CCMTC and a BCT End Office subtending the BCT switch.
- 1.16 "Telecommunication Services" shall have the meaning set forth in 47 § U.S.C. 153(46).
- 1.17 "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's End User.

## 2. RURAL TELEPHONE COMPANY(S).

Both BCT and CCMTC is a "rural telephone company" as defined in the Act, 47 U.S.C. § 153(37). By entering this Agreement, both BCT and CCMTC do not waive any exemptions contained in Section 251(f) of the Act.

## 3. TRAFFIC INTERCHANGED.

- 3.1 The traffic subject to this Agreement shall be that Local/EAS Traffic which originates from an End User on the network of one Party and is delivered to an End User on the network of the other Party. Such traffic includes that Local/EAS Traffic which is delivered to a terminating party on an indirect basis via a third party tandem switch.
- 3.2 The Parties agree that the exchange of traffic of Company's extended area calling service ("EAS") routes shall be considered Local Traffic and compensation for Termination of such traffic shall be paid pursuant to the terms of this Agreement. An NXX assigned to Carrier that is associated with a Company rate center where Carrier is providing service shall be included in an EAS optional calling scope, or similar program to the same extent as any other NXX in the same rate center.

## 4. FACILITIES.

- 4.1 Each Party shall construct, equip, maintain, and operate its network in accordance with good engineering practices for telecommunications systems and in compliance with all applicable rules and regulations, as amended from time-to-time, of any regulatory body empowered to regulate any aspect of the facilities contemplated herein.
- 4.2 Applicable to direct connection: This Agreement is designed to apply to facilities that are not directly interconnected using a designated POI. This Agreement is intended to begin as indirect connection. The terms and conditions related to direct connection, such as POI or joint billing provisions in Section 7, are included for the convenience of the Parties should a direct connection be put in place under the trigger set forth in Section 4.3, below.

- 4.3 Applicable to indirect connection using third-party tandems: As between the Parties, each Party shall be solely responsible for any charges the third-party tandem provider may assess for transiting traffic, if any, that originates on said Party's network. If traffic exchanged between BCT and CCMTC reaches 500,000 minutes per month for three consecutive months, BCT and CCMTC will provide a direct connection between the two. Overflow traffic may continue to be delivered via a third party tandem in addition to the use of a direct connection. In this case, as between the Parties, each Party shall be responsible for its costs to reach the meet point.
- 4.4 It shall be the responsibility of each Party to program and update its own switches and network systems pursuant to the LERG guidelines to recognize and route traffic to the other Party's assigned NXX codes, provided routes are established. Neither Party shall impose any fees or charges whatsoever on the other Party for programming and updating its own switches.
- 4.5 The Parties expect that where feasible, traffic will be delivered to each involved network with CCS/SS7 protocol and the appropriate ISUP/TCAP message to facilitate full interoperability and billing functions. In-band signaling may be used if CCS/SS7 is not available. The costs for SS7 messaging service shall be borne by each Party pursuant to a bill and keep arrangement, meaning that neither Party will bill the other Party for expenses related to SS7 messaging service.

5. RATES AND CHARGES.

- 5.1 The Parties hereby agree to the following rates for the facilities and services to be provided pursuant to this Agreement. The Parties hereby agree the rates set forth herein shall become effective when this Agreement is signed by both Parties.

Facilities

Rates

- a. Local Network Usage Compensation shall be on a "bill and keep" basis.

6. BILLING AND PAYMENT OF CHARGES.

- 6.1 [It is not expected that there will be bills for "Bill and keep" traffic. This Section 6 is retained only for convenience if "Bill and keep" is no longer used.] Nonrecurring charges will be billed upon completion of the work activity for which the charge applies; monthly recurring charges will be billed in advance; and usage will be billed in arrears. All bills will be due upon receipt of the bill, and will become delinquent if not paid within thirty (30) days thereafter. All bills shall be deemed received three (3) business days after the date of mailing. Each Party agrees that it will make a good faith effort to resolve any billing dispute arising under this Agreement.
- 6.2 If any undisputed amount due on the bill is not received by the billing Party before



the amount becomes delinquent, the billing Party may charge, and the billed Party agrees to pay, interest on the past due balance at a rate equal to the lesser of one and one-half percent (1-1/2%) per month or the maximum non usurious rate of interest under applicable law. Late payment charges shall be included on a subsequent invoice.

- 6.3 If any portion of an amount due to a billing Party under this Agreement is subject to a bona fide dispute between the Parties, the billed Party shall within thirty (30) days of its receipt of the invoice containing such disputed amount give notice to the billing Party of the amounts it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The billed Party shall pay all undisputed amounts to the billing Party prior to those amounts becoming delinquent. The balance of the Disputed Amount shall thereafter be paid with appropriate late charges, if appropriate, upon final determination of such dispute.
- 6.4 The billing Party shall charge and collect from the billed Party, and the billed Party agrees to pay to the billing Party, appropriate federal, state, and local taxes and surcharges where applicable, except to the extent the billed Party notifies the billing Party and provides appropriate documentation that the billed Party qualifies for a full or partial exemption.
- 6.5 Either Party may conduct an audit of the other Party's books and records pertaining to the services provided under this Agreement no more than once per twelve (12) month period to evaluate the other Party's accuracy of billing, data and invoicing in accordance with this Agreement. Any audit shall be performed as follows: (a) following at least thirty (30) days prior written notice to the audited Party, (b) subject to reasonable scheduling requirements and limitations of the audited Party, (c) at the auditing Party's sole expense, (d) of a reasonable scope and duration, (e) in a manner so as not to interfere with the audited Party's business operations, and (f) in compliance with the audited Party's security rules.

## 7. NON-LOCAL TELECOMMUNICATIONS TRAFFIC.

- 7.1 The Parties contemplate that they will exchange non-local telecommunications traffic. Such non-local telecommunications traffic shall be exchanged only through the use of access tandems. Non-local telecommunications traffic shall not be exchanged between the Parties over local or EAS trunks. Compensation for non-local traffic shall be subject to the appropriate access rates.
- 7.2 When the Parties provide an access service connection between an IXC and each other, each Party will provide its own access services to the IXC. Each Party will bill its own access service rates to the IXC pursuant to the procedures described in Multiple Exchange Carrier Access Billing ("MECAB") document SR-BDS-000983, issued 5, June 1994. The Parties shall provide to each other the Switched Access Detail Usage Data and the Switched Access Summary Usage Data to bill for jointly

provided switched access service, such as switched access Feature Groups B and D. The Parties agree to provide this data to each other at no charge.

7.3 If the procedures in the MECAB document are amended or modified, the Parties shall implement such amended or modified procedures within a reasonable period of time. Each Party shall provide the other Party the billing name, billing address, and CCMTC identification code ("CIC") of the IXCs that may utilize any portion of either Party's network in a CCMTC/BCT Meet Point Billing (MPB) arrangement in order to comply with the MPB notification process as outlined in the MECAB document.

7.4 The exchange of non-local telecommunications traffic over local or EAS trunks, or the failure to properly populate all records related to non-local telecommunications traffic, including, but not limited to, the calling party number field, charge to party field (if appropriate), called number field and CIC, shall be grounds for immediate termination of this Agreement.

#### 8. IMPAIRMENT OF SERVICE.

The characteristics and methods of operation of any circuits, facilities or equipment of either Party connected with the services, facilities, or equipment of the other Party pursuant to this Agreement shall not interfere with or impair service over any facilities of the other Party, its Affiliates, or its connecting and concurring carriers involved in its services, cause damage to their plant, violate any applicable law or regulation regarding the invasion of privacy of any communications carried over the Party's facilities or create hazards to the employees of either Party or to the public (each hereinafter referred to as an "Impairment of Service").

#### 9. CREDIT ALLOWANCE FOR SERVICE INTERRUPTIONS.

Credit allowance for interruption of services provided under this Agreement shall be governed by the terms and conditions set forth in BCT's intrastate access tariffs. For purposes of this Agreement, CCMTC adopts the credit allowances set forth in BCT's intrastate access tariffs as its own for purposes of providing credit allowance to BCT.

#### 10. SERVICE ORDERS.

If a POI is established, Carrier shall order Interconnection Facilities on a per circuit basis and shall specify at the time the circuit is ordered the date on which Carrier desires that the service be provided. Company will process such orders in accordance with its normal procedures for the installation of comparable circuits and will advise Carrier whether or not it can meet the service date requested by Carrier and, if not, the date by which service will be provided. If Carrier wishes that the service be provided at an earlier date, Company will make reasonable efforts to meet Carrier's request on the condition that Carrier agrees to reimburse Company for all additional costs and expenses, including but not limited to,

overtime charges associated with providing service at the earlier date, provided Carrier has pre-approved the work and charges.

#### 11. RESOLUTION.

If either Party causes an Impairment of Service, the Party whose network or service is being impaired (the "Impaired Party") shall promptly notify the Party causing the Impairment of Service (the "Impairing Party") of the nature and location of the problem and that, unless promptly rectified, a temporary discontinuance of the use of any circuit, facility or equipment may be required. The Impairing Party and the Impaired Party agree to work together to attempt to promptly resolve the Impairment of Service. If the Impairing Party is unable to promptly remedy the Impairment of Service, then the Impaired Party may at its option temporarily discontinue the use of the affected circuit, facility or equipment until the circumstance or condition giving rise to the Impairment of Service is eliminated or otherwise resolved.

#### 12. TROUBLE REPORTING.

12.1 In order to facilitate trouble reporting, each Party has established a single point of contact with voicemail capability available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other interconnection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

12.2 Before either Party reports a trouble condition, it must first use its reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical nature of the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

#### 13. TERM AND TERMINATION.

13.1 This Agreement shall take effect as of the date it is signed by both Parties and have an initial term of one year, unless earlier terminated as provided for in this Agreement, and shall continue in force and effect thereafter for successive one-year terms, until replaced by another agreement or terminated by either Party upon thirty (30) days written notice to the other.

13.2 Notwithstanding a notice of termination, unless the Party receiving such notice agrees to an earlier termination, this Agreement shall remain in effect until replaced by another agreement negotiated or arbitrated between the Parties pursuant to applicable law within one hundred and eighty (180) calendar days from the date that

the notice of termination was received. This Agreement shall terminate on the one hundred and eighty first (181st) day after the date that the notice of termination was received if the Agreement has not been superseded by another agreement.

13.3 If this Agreement is terminated, each Party agrees to disconnect from each other's network.

13.4 Notwithstanding Section 13.1, this Agreement shall be terminated in the event that:

- a. the FCC or Commission revokes, cancels, does not renew, or otherwise terminates CCMTTC's authorization to provide local service, or the Commission revokes, cancels, or otherwise terminates BCT's certification or authority to provide local service; or
- b. either Party: (i) becomes bankrupt or insolvent; (ii) makes a general assignment for the benefit of, or enters into any arrangement with creditors; (iii) files a voluntary petition under any bankruptcy, insolvency, or similar laws; or (iv) proceedings are instituted under any bankruptcy, insolvency, or similar laws seeking the appointment of a receiver, trustee, or liquidator for the Party which are not terminated within sixty (60) days of such commencement.

13.5 Either Party shall have the right to terminate this Agreement upon written notice to the other Party in the event:

- a. a Party is in arrears in the payment of any undisputed amount due under this Agreement for more than sixty (60) days, and the Party does not pay such sums within ten (10) business days of receipt by it of the other Party's written demand for payment; or
- b. a Party is in material breach of the provisions of this Agreement and that breach continues for a period of thirty (30) days after the receipt by it of the other Party's written notification of such breach, including a reasonably detailed statement of the nature of the breach.

#### 14. LIABILITY UPON TERMINATION.

Termination of this Agreement, or any part hereof, for any cause shall not release either Party from (1) any liability which at the time of termination had already accrued to the other Party or which thereafter accrues in any respect to any act or omission occurring prior to the termination, or (2) from any obligation which is expressly stated in this Agreement to survive termination.

#### 15. AMENDMENTS.

Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" includes Attachment 1 hereto and shall include future amendments, modifications, and supplements.

16. ASSIGNMENT.

16.1 Any assignment, in whole or in part, by either Party of any right, obligation, or duty arising under this Agreement or of any interest in this Agreement, without the written consent of the other Party, which consent shall not be unreasonably withheld, shall be void, except that, without such consent but with written notification to the non-assigning Party, either Party may assign all of its rights, and delegate all of its obligations, liabilities, and duties, under this Agreement to any entity that is, or that was immediately preceding such assignment, a wholly owned subsidiary or Affiliate of that Party. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of all of the rights, obligations, liabilities and duties of the assigning Party arising under this Agreement and the delivery of such written assumption, or of a true copy thereof, to the non-assigning Party. In the event of a partial assignment of any right arising under this Agreement or of any interest in this Agreement, the non-assigning Party shall have any and all defenses against the assignee as it would have had against the assignor had the assignment not occurred.

16.2 Either Party may enter into subcontracts with third parties or Affiliates for the performance of any of its duties or obligations under this Agreement.

17. AUTHORITY.

Each person whose signature appears on this Agreement represents and warrants that he or she has authority to bind the Party on whose behalf he or she has executed this Agreement.

18. BINDING AFFECT.

This Agreement shall be binding on and inure to the benefit of the respective successors and permitted assigns of the Parties.

19. COMPLIANCE WITH LAWS AND REGULATIONS.

Each Party shall comply with all federal, state, and local statutes, regulations, rules, ordinances, judicial decisions, and administrative rulings applicable to its performance under this Agreement.

20. ENTIRE AGREEMENT.

This Agreement constitutes the entire agreement of the Parties pertaining to the subject matter of this Agreement and supersedes all prior agreements, negotiations, proposals, and representations, whether written or oral, and all contemporaneous oral agreements, negotiations, proposals, and representations concerning such subject matter. No representations, understandings, agreements, or warranties, expressed or implied, have been made or relied upon in the making of this Agreement other than those specifically set forth herein.

21. EXPENSES.

Except as specifically set out in this Agreement, each Party shall be solely responsible for its own expenses involved in all activities related to the subject of this Agreement.

22. FORCE MAJEURE.

In the event performance of this Agreement, or any obligation hereunder, is either directly or indirectly prevented, restricted, or interfered with by reason of fire, flood, earthquake, or like acts of God, wars, revolution, civil commotion, explosion, acts of public enemy, embargo, acts of the government in its sovereign capacity, labor difficulties, including without limitation, strikes, slowdowns, picketing, or boycotts, unavailability of equipment from vendor, changes requested by the other Party, or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected, the Party affected, upon giving prompt notice to the other Party, shall be excused from such performance on a day-to-day basis to the extent of such prevention, restriction, or interference (and the other Party shall likewise be excused from performance of its obligations on a day-to-day basis until the delay, restriction or interference has ceased); provided however, that the Party so affected shall use diligent efforts to avoid or remove

such causes of nonperformance and both Parties shall proceed whenever such causes are removed or cease.

23. GOVERNING LAW.

23.1 This Agreement shall be governed by and construed in accordance with the domestic laws of the state of Oregon as well as the Act and other federal laws, and shall be subject to exclusive jurisdiction of the courts and/or regulatory commission of such state, except to the extent that the Act and other federal laws provide for federal jurisdiction.

23.2 The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be adopted by any applicable federal, state, or local governmental authority. Any modifications to this Agreement occasioned by such changes shall be effected through good faith negotiations concerning modifications to this Agreement.

24. INDEPENDENT CONTRACTOR RELATIONSHIP.

The persons implementing this Agreement on behalf of each Party shall be solely that Party's employees or contractors and shall be under the sole and exclusive direction and control of that Party. They shall not be considered employees of the other Party for any purpose. Each Party shall remain an independent contractor with respect to the other and shall be responsible for compliance with all laws, rules and regulations involving, but not limited to, employment of labor, hours of labor, health and safety, working conditions and payment of wages. Each Party shall also be responsible for payment of taxes, including federal, state and municipal taxes, chargeable or assessed with respect to its employees, such as Social Security, unemployment, workers' compensation, disability insurance and federal and state withholding. Each Party shall indemnify the other for any loss, damage, liability, claim, demand, or penalty that may be sustained by reason of its failure to comply with this provision.

25. LIABILITY AND INDEMNITY.

25.1 Indemnification.

Each Party agrees to indemnify, defend, and hold harmless the other Party from all losses, claims, demands, damages, expenses, suits, or other actions, or any liability whatsoever, including, but not limited to, costs and attorney's fees, whether suffered, made, instituted, or asserted by any other Party or person, for invasion of privacy, personal injury to or death of any person or persons, or for losses, damages, or destruction of property, whether or not owned by others, proximately caused by the indemnifying Party's negligence or willful misconduct, regardless of form of action.

25.2 Disclaimer.

EXCEPT AS SPECIFICALLY PROVIDED TO THE CONTRARY IN THIS AGREEMENT, NEITHER PARTY MAKES ANY REPRESENTATIONS OR WARRANTIES TO THE OTHER PARTY CONCERNING THE SPECIFIC QUALITY OF ANY SERVICES OR FACILITIES PROVIDED UNDER THIS AGREEMENT. EACH PARTY DISCLAIMS, WITHOUT LIMITATION, ANY WARRANTY OR GUARANTEE OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, OR ARISING FROM COURSE OF PERFORMANCE, FROM COURSE OF DEALING, OR FROM USAGES OF TRADE OR OTHERWISE.

25.3 Limitation of Liability.

A Party's liability, whether in tort or otherwise, shall be limited to direct damages, which shall not exceed the pro rata portion of the monthly charges for the services or facilities for the time period during which the services or facilities provided pursuant to this Agreement are inoperative, not to exceed in total the monthly charge payable by the liable Party to the other Party. Under no circumstance shall a Party be responsible or liable to the other Party for indirect, incidental, or consequential damages, including, but not limited to, economic loss or lost business or profits, damages arising from the use or provisioning of services hereunder.

25.4 Relationship to Prices.

The prices for services provided under this Agreement are set in express reliance upon the enforceability of this Section 25 and this Section 25 constitutes an essential element of the bargain.

25.5 Survival.

The provisions of this Section 25 shall survive any termination of this Agreement.

25.6 Equipment.

Except as otherwise provided in this Section 25, no Party shall be liable to the other Party for any loss, defect, or equipment failure caused by the conduct of the first Party, its agents, servants, contractors or others acting in aid or concert with that Party, except in the case of gross negligence or willful misconduct.

25.7 Notice and Procedure.

- a. The indemnified Party will notify the indemnifying Party promptly and in writing of any claims, lawsuits, or demands by End Users or other third parties for which the Indemnified Party alleges that the indemnifying Party is



responsible under this Section, and, if requested by the indemnifying Party, will tender defense of such claim, lawsuit or demand.

- b. If 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 resulting from such action. Further, the indemnifying Party shall bear all costs and expenses, including reasonable attorneys' fees, the indemnified Party incurs in defending and/or settling the action.
- c. 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, which election shall relieve the other Party from any further liability or obligation to the Party making the election with respect to the claim, lawsuit or demand, or the subject matter thereof.
- d. The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit subject to indemnification pursuant to this Section 25.
- e. Neither Party shall accept the terms of a settlement that involves or references the other Party in any manner without the other Party's prior written approval.

## 26. DISPUTE RESOLUTION.

Any controversy or claim arising out of or relating to this Agreement, or the breach thereof, will be resolved by both Parties according to the procedures set forth below.

### 26.1 Alternative to Litigation.

The Parties desire to resolve disputes arising out of or relating to this Agreement without litigation. Accordingly, the Parties agree to use the following alternative dispute resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach, except for (i) an action seeking a temporary restraining order or injunction related to the confidentiality provisions of Section 27 or to compel compliance with this dispute resolution process unless the Parties agree at the time of the dispute to submit the matter to arbitration.

### 26.2 Negotiations and Dispute Resolution Process.

At the written request of a Party, each Party shall appoint, within ten (10) business days after the date of the request, a knowledgeable, responsible representative to meet and negotiate in good faith for a period of up to forty-five (45) days after the

request to resolve any dispute arising under this Agreement. The Parties intend that these negotiations be conducted by business representatives, who may be attorneys. The location, format, frequency, duration, and conclusion of these discussions shall be left to the discretion of the representatives. Upon mutual agreement, the representatives may utilize other alternative dispute resolution procedures such as private mediation to assist in the negotiations. Discussions and correspondence between or among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, shall be exempt from discovery and production, and shall not be admissible in the arbitration described below or in any lawsuit without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered and, if otherwise admissible, be admitted in evidence, in the arbitration or lawsuit.

If the negotiations do not resolve the dispute within forty-five (45) days after the initial written request, the Parties may raise such dispute to a court of competent jurisdiction or, if the matter is within the jurisdiction of the agency, the FCC or the Commission. Alternatively, the Parties may by mutual consent elect to submit such claim to either non-binding or mutual binding arbitration by a single arbitrator pursuant to the Commercial Arbitration Rules of the American Arbitration Association or such other rules to which the Parties may agree, albeit not necessarily under the auspices of the American Arbitration Association. Any arbitration mutually agreed upon by the Parties will be conducted in accordance with the procedures set out in those rules. Reasonable discovery shall be allowed and controlled by the arbitrator. The arbitration hearing shall be commenced within sixty (60) days of the demand for arbitration. The arbitration shall be held in Oregon or as mutually agreed to by the Parties. The arbitrator shall control the scheduling so as to process the matter expeditiously. The arbitrator shall rule on the dispute by issuing a written opinion within thirty (30) days after the close of hearing. The times specified in this paragraph may be extended upon mutual agreement of the Parties or by the arbitrator upon a showing of good cause. The arbitrator shall not have authority to award punitive damages. Where both Parties consent to mutual binding arbitration, the decision of the arbitrator shall be final and binding upon the Parties and judgment upon the award rendered by the arbitrator may be entered in any court having jurisdiction.

Each Party shall bear its own costs of these procedures. The Parties shall equally split the fees of the arbitration and the arbitrator.

With respect to a billing dispute under Section 6, neither Party shall terminate or suspend the provision of any service or other performance under this Agreement during the pendency of any dispute resolution or arbitration undertaken pursuant to this Section. The disputing Party may withhold payment of the disputed amount, but must pay all charges not in dispute per the payment terms in this Agreement. The

disputing Party will cooperate with the billing Party to resolve any dispute expeditiously. If the Parties fail to resolve the billing dispute within thirty (30) days of written notice of a disputed amount, then either Party may submit the dispute for resolution pursuant to Section 26.2. Any amounts which are then determined to be owing to the billing Party shall be paid within ten (10) days of the decision. In the event the billing dispute is resolved in favor of the billing Party, any payments withheld pending settlement of the dispute will be subject to a late payment penalty under Section 6 applied back to the date each such payment shall have first become delinquent.

No arbitration demand or other judicial or administrative action, regardless of form, arising out of or related to this Agreement may be brought by either Party more than two (2) years after the cause of action arises. The limitation contained in this Section shall not apply to causes of action arising in fraud. In the case of fraud, the two (2) year limitation contained in this Section shall run from the time of discovery of the basis for the claim of fraud.

### 26.3 Savings Clause.

Either Party may determine, in its own judgment, that negotiations are not producing measurable results and may then avail themselves of any remedy they may have under law, including, but not limited to, resort to complaint to the appropriate administrative agency or court action. The Parties may agree to submit the matter to arbitration on such terms and conditions as may be mutually agreed upon by the Parties.

### 26.4 Continuous Service.

The Parties shall continue providing services to each other during the pendency of any dispute resolution procedure, and the Parties shall continue to perform their obligations (including making payments in accordance with Section 6) in accordance with this Agreement.

## 27. CONFIDENTIAL INFORMATION.

### 27.1 Identification.

Either Party may disclose to the other proprietary or confidential End User, technical, or business information in written, graphic, electronic, oral or other tangible or intangible forms ("Confidential Information"). In order for information to be considered Confidential Information under this Agreement, it must be marked "Confidential" or "Proprietary," or bear a marking of similar import. Orally or visually disclosed information shall be deemed Confidential Information only if contemporaneously identified as such and reduced to writing and delivered to the other Party with a statement or marking of confidentiality within thirty (30) calendar

days after oral or visual disclosure. The following information shall be deemed Confidential Information, whether or not marked as such: orders for services, usage information in any form, and Customer Proprietary Network Information ("CPNI") as that term is defined by the Act and the rules and regulations of the FCC and Commission.

## 27.2 Handling.

In order to protect such Confidential Information from improper disclosure, each Party agrees:

- a. That all Confidential Information shall be and shall remain the exclusive property of the Party from whom or from whose representative(s), the Confidential Information is obtained ("Source");
- b. To limit access to such Confidential Information to authorized employees and representatives who have a need to know the Confidential Information for performance of this Agreement;
- c. To keep such Confidential Information confidential and to use the same level of care to prevent disclosure or unauthorized use of the received Confidential Information as it exercises in protecting its own Confidential Information of a similar nature;
- d. Except as permitted by b., above, not to copy, publish, or disclose such Confidential Information to others or authorize anyone else to copy, publish, or disclose such Confidential Information to others without the prior written approval of the Source;
- e. To return promptly any copies of such Confidential Information to the Source at its request; and
- f. To use such Confidential Information only for purposes of fulfilling work or services performed hereunder and for other purposes only upon such terms as may be agreed upon between the Parties in writing.

## 27.3 Exceptions.

These obligations shall not apply to any Confidential Information that was legally in the recipient's possession prior to receipt from the Source, was received in good faith from a third party not subject to a confidential obligation to the Source, now is or later becomes publicly known through no breach of confidential obligation by the recipient, was developed by the recipient without the developing persons having access to any of the Confidential Information received in confidence from the Source, or that is required to be disclosed pursuant to subpoena or other process

30. SEVERABILITY.

If any provision of this Agreement is held by a court or regulatory agency of competent jurisdiction to be unenforceable, the rest of the Agreement shall remain in full force and effect and shall not be affected unless removal of that provision results in a material change to this Agreement. If a material change as described in this paragraph occurs as a result of action by a court or regulatory agency, the Parties shall negotiate in good faith for replacement language. If replacement language cannot be agreed upon within a reasonable period, either Party may terminate this Agreement without penalty or liability for such termination upon written notice to the other Party.

31. PATENTS.

No license under patents is granted by CCMTC to BCT, or by BCT to CCMTC, or shall be implied or arise by estoppel with respect to any circuit, apparatus, system, or method used by either of them in connection with any facilities, service or arrangements furnished under this Agreement.

32. FILING OF AGREEMENT.

The Parties will cooperate in submitting this Agreement for filing with the Commission.

issued by a court or administrative agency having appropriate jurisdiction; provided, however, that, with respect to disclosure pursuant to subpoena or other process, the recipient shall give as much prior notice as possible to the Source and shall reasonably cooperate if the Source deems it necessary to seek protective arrangements.

#### 27.4 Survival.

The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information.

### 28. NOTICES.

Any notice to a Party required or permitted under this Agreement shall be in writing and shall be deemed to have been received on the date of service if served personally, on the date receipt is acknowledged in writing by the recipient if delivered by regular U.S. mail, or on the date stated on the receipt if delivered by certified or registered mail or by a courier service that obtains a written receipt. Notice may also be provided by facsimile, which shall be effective on the next business day following the date of transmission. The Party receiving the notice by facsimile will provide written confirmation to the other Party. Any notice shall be delivered using one of the alternatives mentioned in this section and shall be directed to the applicable address indicated below or such address as the Party to be notified has designated by giving notice in compliance with this Section:

If to BCT: Beaver Creek Cooperative Telephone Company  
Attention: President  
15223 S. Henrici Road  
Oregon City, OR 97045  
Telephone #: 503-632-3113  
Facsimile #: 503-632-7161

If to CCMTC: Clear Creek Mutual Telephone Company  
Attention: President  
18238 South Fischers Mill Road  
Oregon City, OR 97045  
Telephone #: 503-631-2101  
Facsimile #: 503-631-2098

### 29. REGULATORY AGENCY CONTROL

This Agreement shall at all times be subject to changes, modifications, orders, and rulings by the FCC and/or the Commission to the extent the substance of this Agreement is or becomes subject to the jurisdiction of such agency.

33. COUNTERPARTS.

This Agreement may be executed simultaneously in two or more counterparts, each of which shall be deemed an original, but all of which together shall constitute one and the same instrument.

34. CONSTRUCTION.

It is agreed and understood that both Parties negotiated the terms and conditions of this Agreement. This Agreement shall not be construed more favorably for one Party or the other.

IN WITNESS WHEREOF, the Parties hereto have executed this Agreement effective as of the date signed by both Parties.

CCMTC

BCT

By: \_\_\_\_\_

By: \_\_\_\_\_

Name: \_\_\_\_\_

Name: \_\_\_\_\_

Title: \_\_\_\_\_

Title: \_\_\_\_\_

Date: \_\_\_\_\_

Date: \_\_\_\_\_

In the Matter of the Petition of CLEAR CREEK MUTUAL TELEPHONE COMPANY  
for Arbitration of an Interconnection Agreement with BEAVER CREEK  
COOPERATIVE TELEPHONE COMPANY.

**Attachment B**

**Interconnection Negotiation Correspondence**



**Mitchell Moore**

---

**From:** Tom Linstrom [TLinstrom@bctelco.com]  
**Sent:** Tuesday, May 02, 2006 5:34 PM  
**To:** Mitchell Moore  
**Subject:** Copy of BCT Letter and Interconnection proposal  
**Follow Up Flag:** Follow up  
**Flag Status:** Red  
**Attachments:** Interconnection Agreement Letter CCMTC 5 2 06.doc; Traffic Exchange Agreement Clear Creek Mutual Telephone Co.doc

Mitch,

**Please see attached letter from BCT and a proposed interconnection agreement between our two companies.**

Thanks

**Tom**

<<Interconnection Agreement Letter CCMTC 5 2 06.doc>>

<<Traffic Exchange Agreement Clear Creek Mutual Telephone Co.doc>>

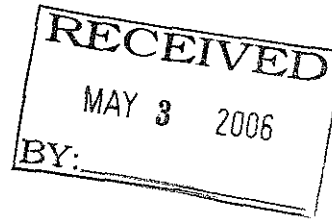


Beaver Creek Cooperative Telephone Company

15223 S Henrici Rd  
Oregon City, OR 97045

503 632-3113 Phone  
503 632-4159 Fax

www.bctelco.com



May 2, 2006

Mr. Mitchell A. Moore  
Clear Creek Mutual Telephone Company  
18238 S Fischers Mill Rd  
Oregon City, OR 97045-9696

Re: Bona Fide Request for Interconnection

Dear Mr. Moore

This letter is sent to you as a formal request pursuant to Sections 251 and 252 of the Telecommunications Act of 1996 by Beaver Creek Cooperative Telephone Company (BCT) that Clear Creek Mutual Telephone Company (CCMTC) undertake negotiations and execution with BCT for an Interconnection Agreement for the State of Oregon. We are also requesting Local Number Portability (LNP) with CCMTC in the Redland exchange.

The terms of the interconnection agreement would cover the exchange of traffic, routing of that traffic, the rates for such traffic, LNP and any other issues as may be appropriate. We have provided an initial form of an Interconnection Agreement as an attachment to this letter for your review.

Please contact me as soon as possible to begin negotiations; my number is 503-632-4161.

Sincerely,

A handwritten signature in cursive script that reads "Tom".

Tom A. Linstrom  
CEO/President  
Beaver Creek Cooperative Telephone Company

Enclosure

**Mitchell Moore**

---

**From:** Tom Linstrom [TLinstrom@bctelco.com]  
**Sent:** Wednesday, May 03, 2006 9:35 AM  
**To:** Mitchell Moore  
**Subject:** Revised - Traffic Exchange Agreement Clear Creek Mutual Telephone Co.doc  
**Attachments:** Traffic Exchange Agreement Clear Creek Mutual Telephone Co.doc

**Mitch,**

**Please see the revised Traffic Exchange Agreement, the one that I sent you last night was the incorrect version and after reviewing this morning I noticed that I sent you the wrong one, please accept this agreement as the official proposed agreement.**

**Thanks**

**Tom**

**<<Traffic Exchange Agreement Clear Creek Mutual Telephone Co.doc>>**

**Mitchell Moore**

---

**From:** Tom Linstrom [TLinstrom@bctelco.com]  
**Sent:** Wednesday, June 21, 2006 8:51 AM  
**To:** Mitchell Moore  
**Subject:** FW: Revised - Traffic Exchange Agreement Clear Creek Mutual Telephone Co.doc  
**Attachments:** Traffic Exchange Agreement Clear Creek Mutual Telephone Co.doc

**Mitch,**

**I'm just following up on my letter and E-mail to you dated May 2<sup>nd</sup> and May 3<sup>rd</sup> concerning BCT proposed Traffic Exchange Agreement and I'm wondering if you are ready to start discussions and see if we can come to a resolution concerning the traffic between our two companies? Please give me a call at 503-632-4161, thanks.**

**Tom**

---

**From:** Tom Linstrom  
**Sent:** Wednesday, May 03, 2006 9:35 AM  
**To:** Mitch Moore  
**Subject:** Revised - Traffic Exchange Agreement Clear Creek Mutual Telephone Co.doc

**Mitch,**

**Please see the revised Traffic Exchange Agreement, the one that I sent you last night was the incorrect version and after reviewing this morning I noticed that I sent you the wrong one, please accept this agreement as the official proposed agreement.**

**Thanks**

**Tom**

<<Traffic Exchange Agreement Clear Creek Mutual Telephone Co.doc>>



Clear Creek  
Telephone & TeleVision

18238 S. Fischers Mill Road,  
Oregon City, OR 97045-9696  
Phone: (503) 631-2101  
Fax: (503) 631-2098  
[www.ccmtc.com](http://www.ccmtc.com)

June 29, 2006

Tom Linstrom  
Beaver Creek Cooperative Telephone Company  
15223 S Henrici Rd.  
Oregon City, OR 97045

Dear Tom:

In your letter dated May 2, 2006, you made a formal request that Clear Creek Mutual Telephone Company (CCMTC) and Beaver Creek Cooperative Telephone Company (BCT) undertake negotiations for interconnection requesting our companies execute an Interconnection Agreement. Additionally, you indicated that BCT was requesting Local Number Portability (LNP) with CCMTC in the Redland exchange. In response I provide this update on our progress, provide you instructions in processing your order and request additional information.

### **Progress Report**

Clear Creek has been working your requests since receipt of your letter. We have been reviewing your initial form of Interconnection Agreement comparing it to CCMTC's existing Interconnection Agreement. Once our analysis is complete, we will contact you to discuss continuing these negotiations. In the mean time BCT can begin the processes of physical interconnection. Our efforts, and toward that end as well as your next steps, are described below.

Once your letter was received, CCMTC proceeded to investigate our capabilities in processing your interconnection requests. Our switch located in Redland (RDLDRXXDS1) is currently capable of providing the Local Number Portability you have requested. Our transport facilities however, do not currently have the capacity to provide the interconnection you have requested.

Fortunately, CCMTC has been working with Qwest to construct and activate a new interoffice route which will have the capacity to meet your needs. We have negotiated with Qwest an accelerated installation and testing schedule in order to process your interconnection request in a timely manner. This new fiber system will interconnect to Portland through the Oregon City wire center and is being processed by Order Number SOC148960 which is due in service on July 16, 2006. Processing your order for interconnection is contingent on the completion of this new route as it will be the only path in and out of the Redland wire center in the

future. Since you have not yet begun the process of ordering Intermediate Access Facilities with Qwest, I am fairly confident our new facilities will be in place and not delay your project. You will find suggestions on ordering your interconnecting circuits as follows.

### **Engineering, Ordering and Provisioning**

CCMT will plan and provision our network to support Beaver Creek's forecast for the quantity of trunks required. The trunk quantity you provide to us must be capable of supporting Beaver Creek's calculated traffic projection for the next year, using standard traffic engineering tables. The forecast will include the number, type and capacity of trunks and should consider any major network projects including 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. In the Redland switch the minimum provisionable trunking level per group type is 24 DS0's otherwise known as a DS1. The grade of service for all final facilities between CCMT's central office and Beaver Creek's should be engineered to achieve P.01 grade of service plus a minimum of 25% growth capacity.

Traffic should be measured and trunk quantities re-evaluated during the initial days of use. If the number of trunks is found to be insufficient to carry the offered traffic, the trunk quantities will be increased to provide P.01 grade of service plus 25% growth capacity, or more, if mutually agreeable at that time.

If at the end of the first month greater than 25% growth capacity has been found in the trunk group, the trunk quantity should be re-evaluated, and reduced if mutually agreeable by both parties. Annual reviews of trunk quantities should be performed.

While it is possible for you to begin the process of ordering circuits from Qwest at this time, it should be noted that CCMT and BCT will interconnect their networks as specified in the terms and conditions contained in the Interconnection Agreement currently under negotiation. Those portions of the interconnection provided by a third party, specifically Qwest, will be provided under terms provided and conditions of the Qwest Wholesale Division.

Inherent in your interconnection request, BCT agrees to establish a Point of Interconnection (POI) at a technically feasible point on CCMT's network. That POI is hereby identified as the Redland terminus of SYS1001/OC3P, aka the new facility to be activated 07/16/06. BCT will be responsible for establishing separate trunk groups for the following:

- a) At a minimum BCT should order Local/Extended Area Service (EAS) Trunking which would include any ISP Bound Traffic exchanged between

June 29, 2006

BCT and CCMTC. Traffic on these trunks will be compensated under the terms of the Interconnection Agreement currently under negotiation.

- b) BCT has been granted a State-wide certificate, therefore, should BCT provide competitive services to customers outside the Portland EAS area BCT should order Access Service Trunks to enable Interexchange Carriers to originate and terminate traffic from/to BCT or for BCT and CCMTC to exchange traffic other than Local Traffic or EAS. BCT's services as an interexchange service provider are subject to CCMTC's access tariffs.

Since Qwest must provide all Interconnection Access Facilities, all trunking must be ordered from Qwest Wholesale Division using industry standard ASR/LSR processes. For more information contact, your CLEC Service Manager, Ann Marie Binkley at 970 377-0199.

### **Information Request**

One of the requirements of Local Number Portability is that, upon receipt of a Bona Fide Request (BFR) for number portability, both carriers exchange contact information in the form of Trading Partner Profiles (TPP). In this way, contact information may be exchanged, and procedures established to port numbers between the carriers. CCMTC ordering procedures require the use of an Industry Standard TPP form. I have completed this form on behalf of CCMTC and provided a blank form for BCT to complete. Please complete and forward BCT's TPP to my attention at your earliest convenience.

### **In Summary**

I hope this has provided you an adequate update related to the processing of your request. We will continue to work on the Interconnection Agreement review. I recommend that you contact your Qwest CLEC Service Manager to begin the process of your interconnection request.

Sincerely,

Mitchell Moore  
President

Attachments:

Clear Creek Trading Partner Profile  
Beaver Creek Trading Partner Profile Draft



**WIRELINE-WIRELINE TRADING PARTNER PROFILE**

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

|                     |                       |                   |                     |
|---------------------|-----------------------|-------------------|---------------------|
| <b>Prepared By:</b> | <b>Mitchell Moore</b> | <b>Telephone:</b> | <b>503-631-2101</b> |
|---------------------|-----------------------|-------------------|---------------------|

**1) Wireline Company:** Clear Creek Mutual Telephone Company

18239 South Fischers Mill Rd.  
Oregon City, OR 97045

**2) Wireline Contact Information:**

|                                | Contact Name   | Phone Number | Facsimile    | E-Mail                 |
|--------------------------------|----------------|--------------|--------------|------------------------|
| a.) Billing (if applicable)    | Mitchell Moore | 503-631-2101 | 503-631-2098 | mmoore@clearcreek.coop |
| b.) SLA/Profile                | Mitchell Moore | 503-631-2101 | 503-631-2098 | mmoore@clearcreek.coop |
| c.) Pre activate/ Activation   | Mitchell Moore | 503-631-2101 | 503-631-2098 | mmoore@clearcreek.coop |
| d.) LNP Issues-post activation | Mitchell Moore | 503-631-2101 | 503-631-2098 | mmoore@clearcreek.coop |

**3) States for Porting:**

503-631 States: OR

**Codes and Additional information:**

- a) OCN: 2363
- b) SPID 2363

**LEC OCN's**

|             |             |             |             |             |             |             |             |
|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> |
| 2363        |             |             |             |             |             |             |             |



**Contacts**

|                                 |                          |
|---------------------------------|--------------------------|
| <b>Primary Contact Name:</b>    | Mitchell Moore           |
| Phone                           | 503-631-2101             |
| FAX                             | 503-631-2098             |
| Email Address                   | mmoore@clearcreek.coop   |
| <b>Secondary Contact Name:</b>  | Berni Buys               |
| Phone                           | 503-631-2101             |
| FAX                             | 503-631-2098             |
| Email Address                   | bbuys@clearcreek.coop    |
| <b>Escalation Contact Name:</b> | William Kiggins          |
| Phone                           | 503-631-2101             |
| FAX                             | 503-631-2098             |
| Email Address                   | bkiggins@clearcreek.coop |

**FAX**

|                        |            |                        |
|------------------------|------------|------------------------|
| <b>for processing:</b> | FAX number | 503-631-2098           |
|                        | Email      | mmoore@clearcreek.coop |

**Operations**

|                        |                                |                                                                                                                                                                                     |
|------------------------|--------------------------------|-------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Information</b>     |                                |                                                                                                                                                                                     |
|                        | Operating Company Number (OCN) | 2363                                                                                                                                                                                |
|                        | AOCN                           | G037                                                                                                                                                                                |
|                        | Wireless or Wireline           | Wireline                                                                                                                                                                            |
|                        | Time Zone                      | Pacific                                                                                                                                                                             |
|                        | Holiday Days                   | New Years Day, MLK Day, Presidents Day, Good Friday, Memorial Day, Independence Day, Labor Day, Columbus Day, Veterans Day, Thanksgiving Day, day After Thanksgiving, Christmas Day |
|                        | Holiday Time Begin (hh:mm)     | 8:00am                                                                                                                                                                              |
|                        | Holiday Time End (hh:mm)       | 5:00pm                                                                                                                                                                              |
| <b>for processing:</b> |                                |                                                                                                                                                                                     |
|                        | Service Provider SPID          | 2363                                                                                                                                                                                |
|                        | LSMS SPID                      | NA (no direct connection to LSMS)                                                                                                                                                   |
|                        | LSR Version ID                 | Industry Supported                                                                                                                                                                  |
|                        | FOC Version ID                 | Industry Supported                                                                                                                                                                  |
|                        | WICIS Version ID               | Industry Supported                                                                                                                                                                  |
|                        | Time Zone                      | Pacific                                                                                                                                                                             |
|                        | Business Days                  | M-F                                                                                                                                                                                 |
|                        | Business Day Begin (hh:mm)     | 8:00am                                                                                                                                                                              |
|                        | Business Day End (hh:mm)       | 5:00pm                                                                                                                                                                              |

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.



**WIRELINER-WIRELINER TRADING PARTNER PROFILE**

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

|                     |                   |
|---------------------|-------------------|
| <b>Prepared By:</b> | <b>Telephone:</b> |
|---------------------|-------------------|

**1) Wireline Company:** Beaver Creek Cooperative Telephone Company

---



---



---

**2) Wireline Contact Information:**

|                                | 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**

|             |             |             |             |             |             |             |             |
|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> |
|             |             |             |             |             |             |             |             |

**Contacts**

|                                 |  |
|---------------------------------|--|
| <b>Primary Contact Name:</b>    |  |
| Phone                           |  |
| FAX                             |  |
| Email Address                   |  |
| <b>Secondary Contact Name:</b>  |  |
| Phone                           |  |
| FAX                             |  |
| Email Address                   |  |
| <b>Escalation Contact Name:</b> |  |
| Phone                           |  |
| FAX                             |  |
| Email Address                   |  |

**FAX**

|                        |            |  |
|------------------------|------------|--|
| <b>for processing:</b> | FAX number |  |
|                        | Email      |  |

**Operations**

|                        |                                |  |
|------------------------|--------------------------------|--|
| <b>Information</b>     |                                |  |
|                        | Operating Company Number (OCN) |  |
|                        | AOCN                           |  |
|                        | Wireless or Wireline           |  |
|                        | Time Zone                      |  |
|                        | Holiday Days                   |  |
|                        | Holiday Time Begin (hh:mm)     |  |
|                        | Holiday Time End (hh:mm)       |  |
| <b>for processing:</b> |                                |  |
|                        | 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.

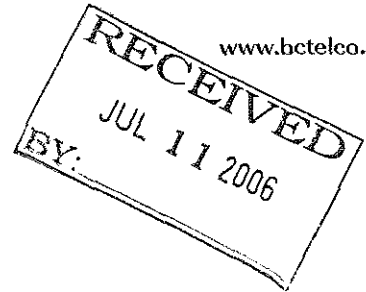


Beaver Creek Cooperative Telephone Company

15223 S Henrici Rd  
Oregon City, OR 97045

503 632-3113 Phone  
503 632-4159 Fax

www.bctelco.com



July 10, 2006

Mitch Moore  
Clear Creek Mutual Telephone  
18238 S Fishers Mill Rd  
Oregon City, OR 97045

Dear Mitch,

Enclosed is the completed Trading Partner Agreement. At this time we do have a customer in the Leisure Woods area that has requested our service and wants to be able to port their number. With the completion of this agreement are we able to start porting numbers?

Please let me know if you have enough information so we can proceed.

Sincerely,

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

Roselle Potts  
Assistant VP of Operations  
Beaver Creek Cooperative Telephone Co

Enclosure - 1



**WIRESLINE-WIRESLINE TRADING PARTNER PROFILE**

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

|                     |                   |
|---------------------|-------------------|
| <b>Prepared By:</b> | <b>Telephone:</b> |
|---------------------|-------------------|

|                                         |                                            |                     |                  |                    |
|-----------------------------------------|--------------------------------------------|---------------------|------------------|--------------------|
| <b>1) Wireline Company:</b>             | Beaver Creek Cooperative Telephone Company |                     |                  |                    |
|                                         | 15223 S Henrici Rd                         |                     |                  |                    |
|                                         | Oregon City, OR 97045                      |                     |                  |                    |
| <b>2) Wireline Contact Information:</b> |                                            |                     |                  |                    |
|                                         | <b>Contact Name</b>                        | <b>Phone Number</b> | <b>Facsimile</b> | <b>E-Mail</b>      |
| a.) Billing (if applicable)             | Roselle Potts                              | 503-632-8111        | 503-632-7424     | rpotts@bctelco.com |
| b.) SLA/Profile                         | Roselle Potts                              | 503-632-8111        | 503-632-7424     | rpotts@bctelco.com |
| c.) Pre activate/ Activation            | Roselle Potts                              | 503-632-8111        | 503-632-7424     | rpotts@bctelco.com |
| d.) LNP Issues-post activation          | Roselle Potts                              | 503-632-8111        | 503-632-7424     | rpotts@bctelco.com |

|                                          |        |
|------------------------------------------|--------|
| <b>3) States for Porting:</b>            |        |
| States:                                  | Oregon |
| <b>Codes and Additional information:</b> |        |
| a) OCN:                                  | 2359   |
| b) SPID                                  | 2359   |

**LEC OCN's**

|             |             |             |             |             |             |             |             |
|-------------|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> |
| 2359        |             |             |             |             |             |             |             |

**Contacts**

|                                 |                    |
|---------------------------------|--------------------|
| <b>Primary Contact Name:</b>    | Roselle Potts      |
| Phone                           | 503-632-8111       |
| FAX                             | 503-632-7424       |
| Email Address                   | rpotts@bctelco.com |
| <b>Secondary Contact Name:</b>  | Kristen Kylo       |
| Phone                           | 503-632-6316       |
| FAX                             | 503-632-7424       |
| Email Address                   | kkyllo@bctelco.com |
| <b>Escalation Contact Name:</b> | Roselle Potts      |
| Phone                           | 503-632-8111       |
| FAX                             | 503-632-7424       |
| Email Address                   | rpotts@bctelco.com |

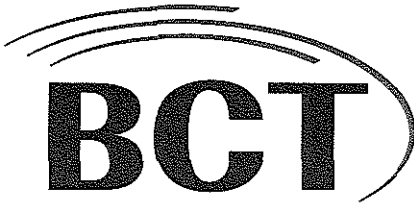
**FAX**

|                        |            |                    |
|------------------------|------------|--------------------|
| <b>for processing:</b> | FAX number | 503-632-7424       |
|                        | Email      | rpotts@bctelco.com |

**Operations**

|                        |                                |                                                                                                                                                    |
|------------------------|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Information</b>     |                                |                                                                                                                                                    |
|                        | Operating Company Number (OCN) | 2359                                                                                                                                               |
|                        | AOCN                           | G037                                                                                                                                               |
|                        | Wireless or Wireline           | Wireline                                                                                                                                           |
|                        | Time Zone                      | PST                                                                                                                                                |
|                        | Holiday Days                   | New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday After Thanksgiving, Christmas Day |
|                        | Holiday Time Begin (hh:mm)     | 8:00 am                                                                                                                                            |
|                        | Holiday Time End (hh:mm)       | 5:00 pm                                                                                                                                            |
| <b>for processing:</b> |                                |                                                                                                                                                    |
|                        | Service Provider SPID          | 2359                                                                                                                                               |
|                        | LSMS SPID                      | NA                                                                                                                                                 |
|                        | LSR Version ID                 | Industry Supported                                                                                                                                 |
|                        | FOC Version ID                 | Industry Supported                                                                                                                                 |
|                        | WICIS Version ID               | Industry Supported                                                                                                                                 |
|                        | Time Zone                      | PST                                                                                                                                                |
|                        | Business Days                  | Monday - Friday                                                                                                                                    |
|                        | Business Day Begin (hh:mm)     | 8:00 AM                                                                                                                                            |
|                        | Business Day End (hh:mm)       | 5:00 PM                                                                                                                                            |

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.



Beaver Creek Cooperative Telephone Company

RECEIVED  
JUL 11 2006  
BY: \_\_\_\_\_

15223 S Henrici Rd  
Oregon City, OR 97045

503 632-3113 Phone  
503 632-4159 Fax

www.bctelco.com

July 10, 2006

Mitchell Moore  
Clear Creek Mutual Telephone Company  
18238 S. Fischers Mill Road  
Oregon City, OR 97045-9696

Dear Mitch:

Thank you for your response to our letter dated May 2, 2006 concerning our request for interconnection and LNP. Please see the enclosed Trading Partner Profile for Beaver Creek Cooperative Telephone Company (BCT). We currently have 5 to 6 requests for LNP and will be forwarding you the information sometime this week.

As noted in Richard Finnigan's e-mail to all small companies through OTA dated May 10, 2006 under CLEC Porting in EAS Areas "As a general rule, rural LECs have an obligation under Section 251(a) to connect on at least an indirect basis, with all other carriers. In a Qwest or Verizon area where porting has occurred and the CLEC has facilities in the Qwest or Verizon rate center, traffic should flow to the CLEC over the EAS trunks, particularly where Qwest or Verizon is operating a local/EAS tandem".

I guess I'm at a loss with the statement that you made in your letter concerning interconnection; you mentioned that we can begin the process for physical interconnection. Please explain, because BCT was planning to utilize its existing Local Interconnection Service trunking to the Portland tandem switch at PTLDOR13 to carry all traffic including LNP traffic originating from the Redland exchange towards BCT and Terminating traffic from the Beavercreek exchange towards Clear Creek Mutual Telephone Company (CCMTC).

The minimal amount of traffic, LNP or Direct Dialed from Redland will have a negligible effect on the trunking between Redland and the Portland tandem. We also believe that there will be minimal amount of traffic from those customers in Leisure Woods calling into other Redland customers. So we are confused why you would want to initially establish direct trunking between BCT and CCMTC for such a small amount of traffic which would burden both companies with unnecessary expense. Both companies are routing traffic to each others exchanges via 503-518-XXXX, BCT customers located in the Qwest exchange without any problems or additional trunking.

We are hoping that both companies can come to agreement of using the existing EAS trunks that are in place today between BCT/Qwest/CCMTC and CCMTC/Qwest/BCT without any additional trunking requirements. We request that both companies move forward with negotiating our proposed Interconnection Agreement as originally requested by BCT in order to save time and money that will cause either companies issues with our customers.

We believe that the existing facilities that are in place today between BCT and Qwest is sufficient and request that those facilities be used until additional facilities are needed.

Sincerely

Tom A. Linstrom  
CEO/President  
Beaver Creek Cooperative Telephone Company

*Connecting Our Community Since 1904*



**WIRESLINE-WIRESLINE TRADING PARTNER PROFILE**

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

**Prepared By:** \_\_\_\_\_ **Telephone:** \_\_\_\_\_

**1) Wireline Company:** Beaver Creek Cooperative Telephone Company  
 15223 S Henrici Rd  
 Oregon City, OR 97045

**2) Wireline Contact Information:**

|                                | Contact Name  | Phone Number | Facsimile    | E-Mail             |
|--------------------------------|---------------|--------------|--------------|--------------------|
| a.) Billing (if applicable)    | Roselle Potts | 503-632-8111 | 503-632-7424 | rpotts@bctelco.com |
| b.) SLA/Profile                | Roselle Potts | 503-632-8111 | 503-632-7424 | rpotts@bctelco.com |
| c.) Pre activate/ Activation   | Roselle Potts | 503-632-8111 | 503-632-7424 | rpotts@bctelco.com |
| d.) LNP Issues-post activation | Roselle Potts | 503-632-8111 | 503-632-7424 | rpotts@bctelco.com |

**3) States for Porting:**

States: Oregon

**Codes and Additional information:**

a) OCN: 2359

b) SPID: 2359

**LEC OCN's**

| OCN: | OCN: | OCN: | OCN: | OCN: | OCN: | OCN: | OCN: |
|------|------|------|------|------|------|------|------|
| 2359 |      |      |      |      |      |      |      |



## Contacts

|                                 |                    |
|---------------------------------|--------------------|
| <b>Primary Contact Name:</b>    | Roselle Potts      |
| Phone                           | 503-632-8111       |
| FAX                             | 503-632-7424       |
| Email Address                   | rpotts@bctelco.com |
| <b>Secondary Contact Name:</b>  | Kristen Kylo       |
| Phone                           | 503-632-6316       |
| FAX                             | 503-632-7424       |
| Email Address                   | kkyllo@bctelco.com |
| <b>Escalation Contact Name:</b> | Roselle Potts      |
| Phone                           | 503-632-8111       |
| FAX                             | 503-632-7424       |
| Email Address                   | rpotts@bctelco.com |

## FAX

|                        |            |                    |
|------------------------|------------|--------------------|
| <b>for processing:</b> | FAX number | 503-632-7424       |
|                        | Email      | rpotts@bctelco.com |

## Operations

|                        |                                |                                                                                                                                                    |
|------------------------|--------------------------------|----------------------------------------------------------------------------------------------------------------------------------------------------|
| <b>Information</b>     |                                |                                                                                                                                                    |
|                        | Operating Company Number (OCN) | 2359                                                                                                                                               |
|                        | AOCN                           | G037                                                                                                                                               |
|                        | Wireless or Wireline           | Wireline                                                                                                                                           |
|                        | Time Zone                      | PST                                                                                                                                                |
|                        | Holiday Days                   | New Years Day, Presidents Day, Memorial Day, Independence Day, Labor Day, Veterans Day, Thanksgiving Day, Friday After Thanksgiving, Christmas Day |
|                        | Holiday Time Begin (hh:mm)     | 8:00 am                                                                                                                                            |
|                        | Holiday Time End (hh:mm)       | 5:00 pm                                                                                                                                            |
| <b>for processing:</b> |                                |                                                                                                                                                    |
|                        | Service Provider SPID          | 2359                                                                                                                                               |
|                        | LSMS SPID                      | NA                                                                                                                                                 |
|                        | LSR Version ID                 | Industry Supported                                                                                                                                 |
|                        | FOC Version ID                 | Industry Supported                                                                                                                                 |
|                        | WICIS Version ID               | Industry Supported                                                                                                                                 |
|                        | Time Zone                      | PST                                                                                                                                                |
|                        | Business Days                  | Monday - Friday                                                                                                                                    |
|                        | Business Day Begin (hh:mm)     | 8:00 AM                                                                                                                                            |
|                        | Business Day End (hh:mm)       | 5:00 PM                                                                                                                                            |

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.



Clear Creek  
Telephone & TeleVision

18238 S. Fischers Mill Road,  
Oregon City, OR 97045-9696

Phone: (503) 631-2101

Fax: (503) 631-2098

[www.ccmtc.com](http://www.ccmtc.com)

August 24, 2006

Tom Linstrom  
Beaver Creek Cooperative Telephone Company  
15223 S Henrici Rd.  
Oregon City, OR 97045

Dear Tom:

In your letter dated May 2, 2006, you made a formal request that Clear Creek Mutual Telephone Company (Clear Creek) and Beaver Creek Cooperative Telephone Company (BCT) undertake negotiations for interconnection requesting our companies execute an Interconnection Agreement. Additionally, you indicated that BCT was requesting Local Number Portability (LNP) with Clear Creek in the Redland exchange. On July 10, 2006 you responded to our request and provided a completed Trading Partner Profile (TPP).

Clear Creek has been reviewing your initial form of Interconnection Agreement, comparing it to our existing Interconnection Agreement. We have completed that review and have determined that the draft is based on interconnection conceptions that are not acceptable to Clear Creek for this type of interconnection. Furthermore, Clear Creek feels that the draft is incomplete as it does not define various other terms and conditions required for this type of interconnection. Based on our review we do not feel that negotiations based on the draft Interconnection Agreement forward by BCT will lead to a successful conclusion.

You will find enclosed a copy of Clear Creek Mutual Telephone Company's Interconnection Agreement for your review and signature. This document describes the terms and conditions by which Clear Creek connects to all CLECs operating within its exchange boundary. It is born out of an industry standard document used in rural markets which has been approved by the OPUC a number of times. It has been recently reviewed to ensure it is consistent with upcoming reforms in the rules that apply to access and interconnection. I believe that upon review you will find that the interconnection principals defined in this document are not only in line with today's rules but also the positions advocated by rural companies in the most recently announced Missoula Plan.

An outline of these terms and conditions was presented to you in my June 29, 2006 letter. Once you have had an opportunity to review the enclosed agreement and obtain approval for its execution please sign and date the two copies provided and return them directly to me. I will sign the agreement on behalf of Clear Creek and return one fully executed document to you immediately.

Sincerely,

Mitchell Moore  
President

Attachments

**SENDER: COMPLETE THIS SECTION**

- Complete items 1, 2, and 3. Also complete item 4 if Restricted Delivery is desired.
- Print your name and address on the reverse so that we can return the card to you.
- Attach this card to the back of the mailpiece, or on the front if space permits.

1. Article Addressed to:

Tom Linstrom  
 Beaver Creek Cooperative Telephone Co.  
 15223 S Henrici Rd  
 Oregon City OR 97045

2. Article Number  
 (Transfer from service label)

91 7108 2133 3932 7207 1094

**COMPLETE THIS SECTION ON DELIVERY**

A. Signature

X

- Agent
- Addressee

B. Received by (Printed Name)

C. Date of Delivery

D. Is delivery address different from item 1?  Yes  
 If YES, enter delivery address below:  No

3. Service Type

- Certified Mail  Express Mail
- Registered  Return Receipt for Merchandise
- Insured Mail  C.O.D.

4. Restricted Delivery? (Extra Fee)

Yes

PS Form 3811, February 2004

Domestic Return Receipt

102595-02-M-1540

**USPS Services**

Package ID: 91 7108 2133 3932 7207 1094  
 Destination ZIP Code: 97045  
 Recipient Address:

E-CERTIFIED PRIORITY MAIL  
 PBP Account #: 10506343  
 Serial #: 4330447  
 AUG 25 2006 10:33A

Tom Linstrom  
 Beaver Creek Cooperative Telephone Co  
 15223 S Henrici Rd.  
 Oregon City, OR 97045



Clear Creek  
 Telephone & Television

18238 S. Fischers Mill Road  
 Oregon City, OR 97045

RETURN RECEIPT REQUESTED



Clear Creek  
Telephone & TeleVision

18238 S Fischers Mill Road,  
Oregon City, OR 97045-9696  
Phone: 503.631.2101  
Fax: 503.631.2098  
[www.ccmtc.com](http://www.ccmtc.com)

Deleted: August 23, 2006

August 24, 2006

Tom Linstrom  
Beaver Creek Cooperative Telephone Company  
15223 S Henrici Rd.  
Oregon City, OR 97045

Dear Tom:

In your letter dated May 2, 2006, you made a formal request that Clear Creek Mutual Telephone Company (Clear Creek) and Beaver Creek Cooperative Telephone Company (BCT) undertake negotiations for interconnection requesting our companies execute an Interconnection Agreement. Additionally, you indicated that BCT was requesting Local Number Portability (LNP) with Clear Creek in the Redland exchange. On July 10, 2006 you responded to our request and provided a completed Trading Partner Profile (TPP).

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Deleted: '

Deleted: as

An outline of these terms and conditions was presented to you in my June 29, 2006 letter. Once you have had an opportunity to review the enclosed agreement and obtain approval for its execution please sign and date the two copies provided and return them directly to me. I will sign the agreement on behalf of Clear Creek and return one fully executed document to you immediately.

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Sincerely,

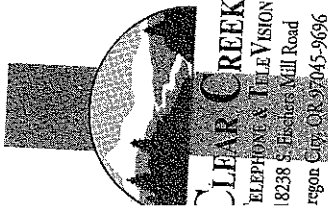
Mitchell Moore  
President

Attachments

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8/25

Tel.: 503.631.2101  
Fax 503.631.2098  
<http://www.ccmtc.com>



**CLEAR CREEK**  
TELEPHONE & TELEVISION  
18238 S. Fischers Mill Road  
Oregon City, OR 97045-9696

Marae

Please mail  
Registered / Return  
Receipt for  
Monday delivery

Thanks

Jan



Clear Creek  
Telephone & TeleVision

18238 S. Fischers Mill Road  
Oregon City, OR 97045

TO:  
Tom Linstrom  
Beaver Creek Cooperative Telephone Co  
15223 S Henrici Rd.  
Oregon City, OR 97045

**DUNCAN, TIGER & NIEGEL, P.C.**

GEORGE R. DUNCAN, SR.  
1897-1981

ATTORNEYS AT LAW

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JENNIFER L. NIEGEL  
[jennifer@stayonlaw.com](mailto:jennifer@stayonlaw.com)

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**FACSIMILE TRANSMITTAL SHEET**

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|                                      |                                     |
|--------------------------------------|-------------------------------------|
| TO:                                  | FROM:                               |
| Jan Green                            | Jennifer Niegel                     |
| COMPANY:                             | DATE:                               |
| Clear Creek Mutual Telephone Company | August 24, 2006                     |
| FAX NUMBER:                          | TOTAL NO. OF PAGES INCLUDING COVER: |
| 503-631-2098                         | 3                                   |
| PHONE NUMBER:                        | RE:                                 |
| 503-631-2101                         | BCT Interconnection Agreement       |

---

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URGENT     FOR REVIEW     PLEASE COMMENT     PLEASE REPLY     PLEASE RECYCLE

NOTES/COMMENTS:



18238 S Fischers Mill Road,  
Oregon City, OR 97045-9696  
Phone: 503.631.2101  
Fax: 503.631.2098  
[www.ccmtc.com](http://www.ccmtc.com)

Deleted: August 23, 2006

August 24, 2006

Tom Linstrom  
Beaver Creek Cooperative Telephone Company  
15223 S Henrici Rd.  
Oregon City, OR 97045

Dear Tom:

In your letter dated May 2, 2006, you made a formal request that Clear Creek Mutual Telephone Company (Clear Creek) and Beaver Creek Cooperative Telephone Company (BCT) undertake negotiations for interconnection requesting our companies execute an Interconnection Agreement. Additionally, you indicated that BCT was requesting Local Number Portability (LNP) with Clear Creek in the Redland exchange. On July 10, 2006 you responded to our request and provided a completed Trading Partner Profile (TPP).

Clear Creek has been reviewing your initial form of Interconnection Agreement, comparing it to our existing Interconnection Agreement. We have completed that review and have determined that the draft is based on interconnection conceptions that are not acceptable to Clear Creek for this type of interconnection. Furthermore, Clear Creek feels that the draft is incomplete as it does not define various other terms and conditions required for this type of interconnection. *Based on our review we do not feel that negotiations based on the draft Interconnection Agreement forward by BCT will lead to a successful conclusion.*

You will find enclosed a copy of Clear Creek Mutual Telephone Company's interconnection Agreement for your review and signature. This document describes the terms and conditions by which Clear Creek connects to all CLECs operating within its exchange boundary. It is born out of an industry standard document used in rural markets which has been approved by the OPUC a number of times. It has been recently reviewed to ensure it is consistent with upcoming reforms in the rules that apply to access and interconnection. I believe that upon review you will find that the interconnection principals defined in this document are not only in line with today's rules but also the positions advocated by rural companies in the most recently announced Missoula Plan.

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An outline of these terms and conditions was presented to you in my June 29, 2006 letter. Once you have had an opportunity to review the enclosed agreement and obtain approval for its execution please sign and date the two copies provided and return them directly to me. I will sign the agreement on behalf of Clear Creek and return one fully executed document to you immediately.

Deleted: the

Sincerely,

August 24, 2006

Deleted: August 23, 2006



Attachments



**Mitchell Moore**

---

**From:** Tom Linstrom [TLinstrom@bctelco.com]  
**Sent:** Wednesday, August 30, 2006 3:45 PM  
**To:** Mitchell Moore  
**Subject:** Proposed Agreement for Local Interconnection.  
**Attachments:** Interconnection Agreement Letter CCMTTC 8 30 06.doc

**Mitch,**

**Please see the attached document from BCT concerning our request for Local Interconnection for Local Number Portability (LNP).**

**Thanks**

**Tom**

<<Interconnection Agreement Letter CCMTTC 8 30 06.doc>>

August 30, 2006

Mr. Mitchell A. Moore  
Clear Creek Mutual Telephone Company  
18238 S Fischers Mill Rd  
Oregon City, OR 97045-9696

Re: Clear Creek letter dated August 24, 2006 and Agreement for Local Interconnection

Dear Mitch:

Thank you for your timely response to our Bona Fide Request for Interconnection in order to provide Local Number Portability (LNP) to customers that request service from Beaver Creek Cooperative Telephone Co. (BCT). I was very surprised to see the type of document that you forwarded to me on behalf of Clear Creek Mutual Telephone Co. (CCMTC). CCMTC Agreement for Local Interconnection is an agreement more for direct interconnection with your equipment/facilities and not the type of interconnection BCT requested, what we were looking for was more of a Traffic Exchange Agreement for LNP without all the extra fluff for services that we do not need, requested or plan on using (example(s), Direct Interconnection with CCMTC Facilities and/or Deposit and Advance Payment Requirements).

As I have stated to you in the past, BCT is a facilities based provider of services and the facilities that the customers will be using will be owned by BCT and when a customer makes a call (Local, EAS or Toll) we will route it over our facilities and complete the call as it is done today. All we are really looking for is CCMTC to terminate Local traffic that originates from BCT'S End Users on the CCMTC's network, and BCT terminates Local traffic that originates from CCMTC's End Users on the BCT's network. This is being done today with the exception its EAS traffic.

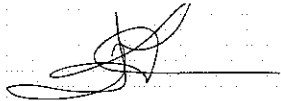
I know that in the Traffic Exchange Agreement that BCT proposed to CCMTC one of the options was to have a point of interconnection between our two companies if needed, but I don't think it is in the best interest of both of our companies considering the costs or the trunk usage that is in place today with Qwest. With the few customers that we are talking about in Leisure Woods service area it just doesn't make sense or the costs can be justified to set up separate trunks for Local Service when were have a working solution in place today.

Please forward BCT (to my attention) an electronic copy of your proposed Agreement for Local Interconnection and I will attempt to modify it in the areas that BCT has no interest in those services and return it to you for your review. I'm still waiting for a response to the issues that I addressed in my letter of July 10, 2006, especially my question as stated in the second paragraph.

As soon as I get the electronic copy of CCMTC agreement I will try to respond to it and get it back to you within 48 hours because of the time limitations needed in case of arbitration as provided by the Telcom Act.

If you have any questions, please contact me at 503-632-4161.

Sincerely,

A handwritten signature in black ink, appearing to be 'Tom A. Linstrom', written over a horizontal line.

Tom A. Linstrom  
CEO/President  
Beaver Creek Cooperative Telephone Company



Clear Creek  
Telephone & TeleVision

18238 S Fischers Mill Road,  
Oregon City, OR 97045-9696  
Phone: 503.631.2101  
Fax: 503.631.2098  
[www.ccmfc.com](http://www.ccmfc.com)

September 6, 2006

Tom Linstrom  
Beaver Creek Cooperative Telephone Company  
15223 S Henrici Rd.  
Oregon City, OR 97045

Dear Tom:

You will find attached an electronic copy of Clear Creek Mutual Telephone Company's Interconnection Agreement for your review and signature. This document describes the terms and conditions by which Clear Creek connects to all CLECs operating within its exchange boundary. It is born out of an industry standard document used in rural markets which has been approved by the OPUC a number of times. You are welcome to make minor changes in the document where we may have potentially inserted incorrect information for your company. I must warn you in advance that an attempt to make wholesale changes to this document will not likely lead to the avoidance of arbitration before the Oregon Public Utility Commission.

In your letters you suggest that we utilize a Traffic Exchange Agreement typical of that used with Wireless to Wireline interconnection. As you state in you August 30, 2006 letter, "BCT is a facilities based provider of services and the facilities that the customers will be using will be owned by BCT" and in indeed will be wired facilities. The special rules that apply to Wireless to Wireline interconnection do not apply and therefore a standard CLEC Interconnection Agreement as forward by Clear Creek is in common use in similar network configurations.

Sincerely,

Mitchell Moore  
President

Attachments

## Mitchell Moore

---

**From:** Tom Linstrom [TLinstrom@bctelco.com]  
**Sent:** Thursday, September 07, 2006 6:55 PM  
**To:** Mitchell Moore  
**Subject:** RE: Interconnection

Mitch,

Thank you for the word file on your Interconnection Agreement, I'm still at a loss to understand your position on using this agreement. Clear Creek has a Traffic Exchange Agreement in place today with United States Cellular Corp., why aren't you willing to use the same type of agreement? I know that you are aware of the FCC rules in 47 C.F.R. 51.809 in section 252(i) which is a generally accepted procedure to opt into this agreement by BCT. BCT is not opposed to using this agreement, it is not as clear as it could be but we would accept the same terms and conditions. So why not try and work with the agreement that BCT sent you and make the changes needed for your satisfaction and let's move forward. If your not willing to move forward and try to negotiate our own Traffic Exchange Agreement than we will have no choice but to opt into the Traffic Agreement that you have in place today. Please let me know what you would like to do.

Thanks

Tom

---

**From:** Mitchell Moore [mailto:mmoore@clearcreek.coop]  
**Sent:** Wednesday, September 06, 2006 12:56 PM  
**To:** Tom Linstrom  
**Subject:** Interconnection

Please see the attached.

Mitchell Moore  
President

Clear Creek Telephone & TeleVision  
18238 S Fischers Mill Road  
Oregon City, OR 97045-9696  
(503) 631-2101 Voice  
(503) 631-2098 Fax  
mmoore@clearcreek.coop



Clear Creek  
Telephone & TeleVision

18238 S Fischers Mill Road,  
Oregon City, OR 97045-9696  
Phone: 503.631.2101  
Fax: 503.631.2098  
[www.ccmtc.com](http://www.ccmtc.com)

September 15, 2006

Tom Linstrom  
Beaver Creek Cooperative Telephone Company  
15223 S Henrici Rd.  
Oregon City, OR 97045

Dear Tom:

In your email dated September 7, 2006 you reference the FCC rules in 47 C.F.R. 51.809 indicating that it may be Beaver Creek Cooperative Telephone Company's (BCT) preference to opt into the United States Cellular Corporation (US Cellular) agreement that Clear Creek Mutual Telephone Company has on file with the Oregon PUC, (OPUC Order 06-084). You have this right, however, changes were made to 47 C.F.R. 51.809 by the FCC Order in CC Docket No. 01-338, FCC 04-164, adopted July 8, 2004. In their ruling, the Commission replaced the previous "pick-and-choose" rule with an "all-or-nothing" rule that requires a requesting carrier seeking to avail itself of terms in an interconnection agreement to adopt the agreement in its entirety, taking all rates, terms, and conditions from the adopted agreement.

The above referenced agreement is drafted as a Traffic Exchange Agreement between a Commercial Mobile Radio Service provider, US Cellular, and a Local Exchange Carrier, Clear Creek Mutual Telephone. This agreement differs from the Interconnection Agreement forwarded to you by Clear Creek on August 24, 2006, as the billing is based primarily on traffic factors and not on actual recorded minutes. The US Cellular agreement is designed to exchange Mobile to Land traffic and if the same terms were applied to BCT, the charges which will be forwarded to BCT will be derived entirely from originating minutes as recorded by Clear Creek. BCT will be billed approximately 2 terminating minutes for every minute that originates from Clear Creek customers, with 2% of the traffic being assigned to access rates. Clear Creek will generate all billing and net out the originating traffic from your invoice. As a Competitive Local Exchange Carrier you may also be responsible for transiting traffic charges to Qwest for this traffic dependent on the terms of their Interconnection Agreement.

September 15, 2006

To summarize, BCT has identified two potential options related to interconnection with Clear Creek. The first based on the Interconnection Agreement forwarded to you by Clear Creek where BCT can agree to the terms and file the agreement with the OPUC under OAR 860-016-0020 or request arbitration of the disputed terms under OAR 860-16-0030. The second based on the Traffic Exchange Agreement between US Cellular and Clear Creek Mutual Telephone where BCT could request that Clear Creek adopt an identical agreement as the one previously approved by and on file with the Commission under OAR 860-016-0025. We suggest that BCT be certain it wants to adopt all rates, terms and conditions before electing to opt in to this agreement.

Please let me know of your decision.

Sincerely,

A handwritten signature in black ink, appearing to read "Mitchell Moore", with a horizontal line extending to the right.

Mitchell Moore  
President

## Mitchell Moore

---

**From:** Tom Linstrom [TLinstrom@bctelco.com]  
**Sent:** Wednesday, September 20, 2006 4:09 PM  
**To:** Mitchell Moore  
**Subject:** RE: Interconnection

Mitch,

I wanted to let you know that BCT is in the process of reviewing our options on either opting into the Traffic Exchange Agreement between CCMTC and United States Cellular Corp. or revising the agreement you sent us. I know we are running close to the time of the interconnection agreement window of 160 days which I believe expires on October 8th. I was wondering if you're willing to expand the negotiations beyond the October date for about 30 days? Also what is your position on LNP, does CCMTC require a full blown Interconnection agreement for LNP or as the FCC has ruled that you don't need one at all, please advise.

Thanks

Tom

-----Original Message-----

**From:** Mitchell Moore [mailto:mmoore@clearcreek.coop]  
**Sent:** Friday, September 15, 2006 6:51 PM  
**To:** Tom Linstrom  
**Subject:** Interconnection

Tom,

Please see the attached.

Mitchell Moore





Clear Creek  
Telephone & TeleVision

pdf.

18238 S Fischers Mill Road,  
Oregon City, OR 97045-9696  
Phone: 503.631.2101  
Fax: 503.631.2098  
[www.ccmtc.com](http://www.ccmtc.com)

September 26, 2006

Tom Linstrom  
Beaver Creek Cooperative Telephone Company  
15223 S Henrici Rd.  
Oregon City, OR 97045

Dear Tom:

Your email dated September 20, 2006 states that you "know we are running close to the time of the interconnection agreement window of 160 days which (you) believe expires on October 8th." You asked if Clear Creek would be willing to expand the negotiations beyond the October date for about 30 days. Clear Creek is willing to continue negotiations in the hope of reaching consensus, however, based on the OPUC rules, it is unclear what will happen if we breach the 160 day window.

The Commission rule under 860-016-0030 (2)(d) merely states that a petition for arbitration must contain "documentation showing that the request complies with the time requirements of the Act." The Telecommunications Act under 47 USC 252 (b)(1) states that "during the period from the 135th to the 160th day (inclusive) after the date on which an incumbent local exchange carrier receives a request for negotiation under this section, the carrier or any other party to the negotiation may petition a State commission to arbitrate any open issues".

I would read this to mean that beyond 160 days, Commission-based arbitration would no longer be available, and therefore, we would need to fund private arbitration as provided by 860-016-0020 (2) of the Commission's rules. Clear Creek does not desire to incur any costs related to a private arbitrator and would suggest one of the parties file for arbitration with the Commission prior to October 8<sup>th</sup>. Since the ALJ has nine months to resolve the negotiations, Clear Creek would not object to an immediate request by Beavercreek to defer the proceeding by 30 days with the express purpose to further negotiate.

The second half of your email asked "what is your position on LNP, does CCMTC require a full blown Interconnection agreement for LNP or as the FCC has ruled that you don't need one at all"? Clear Creek believes that carriers must have an interconnection agreement pursuant to Section 252 of the Act before numbers are

ported between them. Pursuant to Section 252(a)(1) of the Act the "agreed upon document that sets out the terms and conditions by which incumbent LECs (ILEC) provide number portability is an interconnection agreement and must be filed with the appropriate State commission."

Contrary to Beaver Creek's belief, interconnection agreements for LNP, at least where an ILEC is involved, are mandated by section 251 and 252 of the Act, and by FCC precedent. As stated in Section 251(c)(1), ILECs have a "duty to negotiate in good faith in accordance with section 252 the particular terms and conditions of agreements to fulfill the duties described in paragraphs (1) through (5) of subsection (b) and this subsection [subsection (c)]." For LECs, number portability is a subsection (b)(2) requirement.

You are correct that the FCC has modified its rules on two separate occasions related to the interconnection agreement requirement, but only as it relates to wireless porting. On October 7, 2003 in FCC 03-237, in CC Docket No. 95-116 the FCC issued a Memorandum Opinion and Order in its proceeding titled "In the Matter of Telephone Number Portability -- Carrier Requests for Clarification of Wireless-to-Wireless Porting Issues". The ruling was applicable to wireless-to-wireless porting only. In it the FCC "confirm(ed) also that interconnection agreements are not required for wireless-to-wireless porting and that, in cases where wireless carriers are unable to reach agreement regarding the terms and conditions of porting, all such carriers must port numbers upon receipt of a valid request from another carrier, with no conditions."

On November 10, 2003 in FCC 03-284 CC Docket No. 95-116 the FCC further clarified wireless porting obligations when it ruled on the "CTIA Petition for Declaratory Ruling on Wireless-to-Wireline Porting Issues". The FCC found "that wireless carriers need not enter into section 251 interconnection agreements with wireline carriers solely for the purpose of porting numbers". The basis of their ruling was "that the intermodal porting obligation is also based on the Commission's authority under sections 1, 2, 4(i) and 332 of the Act."

Therefore, it is Clear Creek's understanding that today ILECs are required to have an interconnection agreement in order to port numbers to and from another LEC or CLEC when the porting is limited to the wireline rate center. It is possible that that we are unaware of a subsequent action by the FCC that impacts wireline-to-wireline number porting. If you are aware of such an action please provide a reference for our review so that Clear Creek can reassess its position.

September 26, 2006

Beavercreek has identified an alternative path to interconnection negotiations based on the Traffic Exchange Agreement between US Cellular and Clear Creek Mutual Telephone where Beavercreek would request that Clear Creek adopt an identical agreement as the one previously approved by and on file with the Commission.

In FCC 03-284, CTIA contended that wireless-to-wireline porting can be based on a service-level porting agreement (SLA) between carriers, and does not require direct interconnection or an interconnection agreement. The FCC agreed, finding "to avoid any confusion about the applicability of section 252 to any arrangement between wireline and wireless carriers solely for the purpose of porting numbers, we forbear from these requirements". More specifically, "to the extent that the Qwest Declaratory Ruling Order could be interpreted to require any agreement pertaining solely to wireless-to-wireline porting to be filed as an interconnection agreement with a state commission pursuant to sections 251 and 252 of the Act, we forbear from those requirements." This seems to indicate that despite the method of filing that the OPUC utilized to process the US Cellular Traffic Exchange Agreement, it may not qualify as an interconnection agreement under section 252 that Beavercreek could adopt.

In summary; it is unclear whether the US Cellular Traffic Exchange Agreement is an Interconnection Agreement adoptable by Beavercreek or simply a Service Level Agreement only for use by the parties to that agreement; it is however clear that the US Cellular agreement has no provision for LNP in a wireline-to-wireline environment, and it is also clear that the US Cellular Traffic Exchange Agreement is based solely on originating minutes measured and billed by Clear Creek. Therefore, we suggest that Beavercreek be certain it wants to adopt all the rates, terms and conditions contained in the US Cellular Traffic Exchange Agreement before electing to opt in as you have suggested in your correspondence.

Please let me know of your decision.

Sincerely,

A handwritten signature in black ink, appearing to read "Mitchell Moore", with a horizontal line extending to the right.

Mitchell Moore  
President

**Mitchell Moore**

---

**From:** Tom Linstrom [TLinstrom@bctelco.com]  
**Sent:** Wednesday, September 27, 2006 2:08 PM  
**To:** Mitchell Moore  
**Subject:** Proposed Traffic Exchange/Interconnection Agreement  
**Attachments:** Traffic Exchange Agreement Clear Creek Mutual Telephone Co Final.doc; Clear Creek Interconnection Agreement Ver 4 1 B.doc

**Mitch,**

**Please see the attached two agreements that we have been discussing and negotiating without much success. BCT is willing to sign either agreement as submitted with this E-mail in what we believe should accomplish both of our companies goals. As I have stated before that BCT intends to utilize its existing trunking to the Portland tandem switch at PTLDOR13 to carry all LNP traffic originating or terminating to the Redland exchange from the Beavercreek and Oregon City Exchanges for its Cooperative Members. Calls are taking place today and will in the future without any negligible effect on the trunking between Redland and the Portland Tandem. These trunks support far more traffic from other carriers including CLEC's then what will be traded between our two companies.**

**To initially establish direct trunking between BCT and Clear Creek for such a small amount of traffic would create a burden and additional expense on both companies and I believe that is not in the best interest of both Cooperatives and its Members.**

**Please review each agreement and let me know which one works best for you. If we are unable to come to a agreement within the next week, BCT will file a Petition with the Oregon Public Utilities Commission for Arbitration under section 252(b)(1) in order that we don't have to start this process all over again at considerable expense to both companies.**

**<<Traffic Exchange Agreement Clear Creek Mutual Telephone Co Final.doc>>**

**<<Clear Creek Interconnection Agreement Ver 4 1 B.doc>>**

**Thanks for your consideration,**

**Tom**

In the Matter of the Petition of CLEAR CREEK MUTUAL TELEPHONE COMPANY  
for Arbitration of an Interconnection Agreement with BEAVER CREEK  
COOPERATIVE TELEPHONE COMPANY.

**Attachment B**

**Interconnection Negotiation Correspondence**



**Clear Creek**  
Telephone & TeleVision

18238 S. Fischers Mill Road,  
Oregon City, OR 97045-9696  
Phone: (503) 631-2101  
Fax: (503) 631-2098  
[www.ccmtc.com](http://www.ccmtc.com)

October 02, 2006

Tom Linstrom  
Beaver Creek Cooperative Telephone Company  
15223 S Henrici Rd.  
Oregon City, OR 97045

Dear Tom:

In your email dated September 28, 2006 you provided two draft agreements that you stated Beaver Creek would be willing to sign. You asked for Clear Creek to let you know "which one works best". You further indicated that, "if we are unable to come to a agreement within the next week, BCT will file a Petition with the Oregon Public Utilities Commission for Arbitration under section 252(b)(1)". Please take this letter as notice that neither of the two drafts available are in a form that could be signed by Clear Creek.

The first agreement is the interconnection agreement aka, Traffic Exchange Agreement that you previously forwarded on May 2, 2006. Clear Creek previously responded to that agreement indicating that the draft is based on interconnection concepts that are not acceptable to Clear Creek for CLEC to ILEC interconnection. We also indicated that Clear Creek felt that the draft is incomplete as it does not define various other terms and conditions required for CLEC to ILEC interconnection. Based on our previous review we do not feel that negotiations based on the draft Traffic Exchange Agreement forwarded by Beaver Creek will lead to a successful conclusion.

The second agreement was the interconnection agreement forwarded to you by Clear Creek on August 24, 2006 containing significant modifications made by Beaver Creek. I have accepted some of your changes but cannot agree to all that you have proposed. In general I have accepted most all of the conversion from "Carrier" to "BCT". There were a few of your insertions, that required the surrounding wording to be modified and several insertions that should remain "carrier" rather than "BCT". I have accepted the removal of the directory language so long as the following phrase is inserted in the former directory section: "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". The balance of changes proposed by Beaver Creek are unacceptable to Clear Creek.

October 3, 2006

You will find attached a copy of Clear Creek Mutual Telephone Company's Interconnection Agreement labeled "final offer" to use in your Petition for Arbitration should you choose to file. This document is in PDF format and describes the terms and conditions by which Clear Creek would be willing to connect with Beaver Creek. It contains only language acceptable to Clear Creek and is not redlined to show language suggested by Beaver Creek that was unacceptable.

In addition to the PDF "final offer" version, I have included a redlined version labeled "CCMTC vs. BCT Final Offers Redlined" in Word format. There are a few places where I inserted minor corrections (which should show up as inserted by "user") to make the "Carrier to BCT" change work, since in some cases, the context still required "carrier" to be reinserted. I also added clarifying language in the directory section. The balance of changes (which should show up as inserted by "author") are those presented by Beaver Creek that are unacceptable to Clear Creek. This file can be used to easily identify the alternative language suggested by Beaver Creek for use in its petition.

Please use the following information for your service list if you should file.

Jennifer Niegel  
Duncan, Tiger & Niegel, P.C.  
582 E. Washington Street  
Stayton, OR 97383  
Telephone: (503) 769-7741  
Fax: (503) 769-2461  
Email: [jennifer@staytonlaw.com](mailto:jennifer@staytonlaw.com)

Mitchell Moore  
Clear Creek Mutual Telephone Company  
18238 S Fischers Mill Road  
Oregon City, OR 97045-9696  
Telephone: (503) 631-2101  
Fax: (503) 631-2385  
Email: [mmoore@clearcreek.coop](mailto:mmoore@clearcreek.coop)

Sincerely,



Mitchell Moore  
President

In the Matter of the Petition of CLEAR CREEK MUTUAL TELEPHONE COMPANY  
for Arbitration of an Interconnection Agreement with BEAVER CREEK  
COOPERATIVE TELEPHONE COMPANY.

**Exhibit C**

**Petitioner “Final Offer”**



# Final Offer

**AGREEMENT FOR  
LOCAL INTERCONNECTION**

**between**

**Clear Creek Mutual Telephone Company**

**and**

**Beaver Creek Cooperative Telephone Company**

Dated: October 2, 2006

Version: 5.0

**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 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
- 1.4 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
- 1.5 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 Local Traffic.
- 2.1.44 Point of Termination (POT) means the location in a Clear Creek Central Office at which the Parties' networks meet for the purpose of exchanging Local Traffic. There may be POI but no POT if BCT does not provide any equipment inside Clear Creek's Exchange.
- 2.1.45 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.
- 2.1.46 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.
- 2.1.47 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.
- 2.1.48 Reciprocal Compensation is as Described in the Act.
- 2.1.49 Signaling System 7 (SS7) means a signaling protocol used by the CCS network.
- 2.1.50 Subscriber List Information ("SLI") has the meaning given to that term under 47 CFR 64.2305(e).
- 2.1.51 Telephone Exchange Service means wireline exchange connections amongst LEC end users.
- 2.1.52 Telecommunications has the meanings given in the Act.
- 2.1.53 Termination means the switching of Local Traffic at the terminating carrier's end office switch, or equivalent facility, and delivery of such traffic to the called Party.
- 2.1.54 Territory means the incumbent local exchange areas within the states identified in (Attachment I – Exhibit B).
- 2.1.55 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).
- 2.1.56 Transit Service is the delivery of certain traffic between BCT and a third party ILEC, CLEC or CMRS provider by Clear Creek. Clear Creek does not provide Transit Service.



2.1.57 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.

2.1.58 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 Clear Creek may, in order to safeguard its interest, require BCT to make a deposit to be held by Clear Creek as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. 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.

4.2 A deposit will be returned with interest, at the Commission prescribed deposit rate, if and when BCT pays its undisputed bills on time for 24 consecutive months. Such deposit may not exceed one-sixth the estimated annual billing. Deposits may be paid through arrangements, which are reasonable for the circumstances.

4.3 Upon payment of a deposit, Clear Creek 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 BCT's deposit, plus accrued interest, shall be promptly refunded when service is discontinued, provided that refunds due shall be applied to any unpaid balance on the BCT's account.

4.6 Clear Creek 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 BCT's account.

- 4.7 Clear Creek reserves the right to increase the deposit requirements when, in its sole judgment, the conditions justify such action; such conditions include but are not limited to: current deposit does not cover two (2) months billing, history of late payment, or reconnection after disconnection for non-payment, or a significant probability of a bankruptcy filing by BCT.
- 4.8 In the event that BCT defaults on its account, service to BCT will be terminated and any deposits held will be applied to its account. The fact that a deposit has been made in no way relieves BCT from complying with Clear Creek'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 Clear Creek providing for the discontinuance of service for non-payment of any sums due Clear Creek.

## **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. Clear Creek may refuse to provide service to BCT when it has reasonable grounds to believe that service will be used in violation of the law.
- 6.5 Service will be discontinued by Clear Creek if any law enforcement agency advises that the service is being used in violation of the law.
- 6.6 Clear Creek may refuse to provide service to BCT when it has reasonable grounds to believe 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.
- 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. However, in accordance with applicable laws and rules, if a dispute or discrepancy arises regarding BCT authority to act on behalf of the End User or other carrier, then BCT is responsible for providing Clear Creek evidence of the authorization within three business days.

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. 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 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 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;
- 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.

## **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 one (1) year 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 BCT 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 \$2,000,000.00 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 BCT on Clear Creek'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 \$10,000,000. 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 in an amount sufficient to cover the cost of replacing BCT's Equipment on Clear Creek's property or located at or used at Clear Creek's facility. Such insurance policy will provide that the insurance company will waive all rights of recovery by way of subrogation against Clear Creek in connection with any damage covered by the policy.
- 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 provisions of this Agreement, BCT shall defend and indemnify Clear Creek and shall hold Clear Creek harmless from and against any and all loss alleged to have been incurred by an End User of BCT or any other third party to the extent such loss arises or is attributable to BCT's performance or failure to perform.

## 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 that Party, its employees or agents in the performance of this Agreement. Each Party will defend the other at the other'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 either Clear Creek's or BCT 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. Each Party's indemnification obligation will be to the extent of infringement by the indemnifying 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 Customer of BCT arising out of or in connection with services provided to the End User Customer by BCT, BCT shall defend and indemnify Clear Creek and its officers, directors, employees and agents against any and all such claims or loss by BCT's End User Customers.

## **SECTION 20. DISCLAIMER OF WARRANTIES**

- 20.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS), THE PARTIES AGREE THAT CLEAR CREEK HAS NOT MADE, AND THAT THERE EXISTS, NO WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY BCT OF FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED BY CLEAR CREEK UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.
- 20.2 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 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 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 BCT, 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: Tom Linstrom  
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: Tom A. Linstrom  
Title: President

Date: \_\_\_\_\_

**CLEAR CREEK**

By: \_\_\_\_\_  
Typed: Mitchell Moore  
Title: President

Date: \_\_\_\_\_

## **ATTACHMENT I INTERCONNECTION**

The Parties hereto, agree to interconnect their facilities and networks for the transport of Local Traffic as follows:

### **SECTION 1. INTERCONNECTION TRUNKING ARRANGEMENTS**

- 1.1 The Parties will 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 also 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.
  - 1.1.4 BCT shall be responsible for all transport of Local Interconnection Trunks outside the Clear Creek Exchange.
  - 1.1.5 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.
  - 1.1.6 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 BCT shall be responsible for establishing separate trunk groups for:
  - 1.3.1 Local Interconnection Traffic including ISP Bound Traffic and locally-dialed Enhanced Services traffic that terminates directly on Clear Creek's switch. Local Interconnection trunks shall be used solely for exchange of traffic between BCT's CLEC customers and Clear Creek's customers. A separate trunk group shall be provided for any traffic other than Local Traffic between Clear Creek and BCT. The following types of traffic are specifically excluded from the Local Interconnection trunk group(s), and shall be provided for using separate trunks groups:
    - 1.3.1.1 EAS traffic in both directions between Clear Creek and any other company except BCT's own directly originated or directly terminated CLEC traffic. This exclusion includes all third party traffic, including ILEC traffic or BCT traffic, traffic of affiliates of BCT, and all toll and/or access traffic.
    - 1.3.1.2 State and Interstate Access traffic regardless of origination point and destination.
    - 1.3.1.3 Ancillary and tandem traffic per Paragraphs 1.3.2 – 1.3.4.
    - 1.3.1.4 Connection to Wireless Carriers on either a Wireline-Wireless or Wireless-Wireline basis.
  - 1.3.2 Connecting BCT's switch to the applicable 911/E911 routers or PSAPs. Clear Creek does not provide tandem or transit service for 911/E911 traffic. BCT shall not route any 911/E911 traffic over any trunk group connecting Clear Creek and BCT. BCT agrees to hold Clear Creek harmless for any problems with completing any 911/E911 traffic that BCT may attempt to route over Clear Creek's network. For all 911/E911 traffic originating from BCT, it is the sole responsibility of BCT and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from BCT will be processed.
  - 1.3.3 Connecting BCT's switch directly to the applicable Operator and Directory Assistance services for all 0+ or 0- or Directory Assistance, Intercept and/or Verification services. Clear Creek does not provide tandem or transit service for Operator Directory Assistance, Intercept or Verification traffic. BCT shall not route any Operator traffic over any trunk group connecting Clear Creek and BCT. BCT agrees to hold Clear Creek harmless for any problems with completing any Operator traffic either to or from BCT.
  - 1.3.4 Clear Creek does not provide Tandem Switching function or Transit Service for any traffic originated by or terminated to BCT, including any calls to numbers ported from Clear Creek or BCT to another carrier. Any traffic routed by BCT, its affiliates, or any traffic originated by any other party destined for BCT's switch that is directed to Clear Creek's switch on a tandem or transit basis will not be transited under this Agreement.

- 1.3.5 Any violation of this paragraph 1.3 inclusive shall be deemed a material breach of this Agreement
- 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 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. RECIPROCAL COMPENSATION FOR THE TRANSPORT AND TERMINATION OF INTERCHANGED TRAFFIC**

- 4.1 All Local Interconnection Traffic, regardless of the destination or type of traffic, or the protocols used in connection with such traffic, shall be terminated to a Party subject to that Party's Local Interconnection Service charge if Local traffic destined for a customer in the Clear Creek serving area. All other traffic routed to Clear Creek shall be billed at Clear Creek's tariffed access charges.

#### **SECTION 5. TRANSIT SERVICE**

- 5.1 Clear Creek does not offer Transit Service.

## ***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 Carrier's local service territories.

|                           |                         |
|---------------------------|-------------------------|
| <b>Prepared By:</b> _____ | <b>Telephone:</b> _____ |
|---------------------------|-------------------------|

| <b>1)</b>                             | <b>Wireline Company:</b><br>_____<br>_____<br>_____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                        |              |              |              |           |        |                                    |       |       |       |       |                        |       |       |       |       |                                     |       |       |       |       |                                       |       |       |       |       |
|---------------------------------------|--------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------------|--------------|--------------|--------------|-----------|--------|------------------------------------|-------|-------|-------|-------|------------------------|-------|-------|-------|-------|-------------------------------------|-------|-------|-------|-------|---------------------------------------|-------|-------|-------|-------|
| <b>2)</b>                             | <b>Wireline Contact Information:</b>                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                       |              |              |              |           |        |                                    |       |       |       |       |                        |       |       |       |       |                                     |       |       |       |       |                                       |       |       |       |       |
|                                       | <table style="width: 100%; border-collapse: collapse;"> <thead> <tr> <th style="width: 35%;"></th> <th style="width: 15%; border-bottom: 1px dotted black;">Contact Name</th> <th style="width: 15%; border-bottom: 1px dotted black;">Phone Number</th> <th style="width: 15%; border-bottom: 1px dotted black;">Facsimile</th> <th style="width: 20%; border-bottom: 1px dotted black;">E-Mail</th> </tr> </thead> <tbody> <tr> <td style="padding: 5px;"><b>a.)</b> Billing (if applicable)</td> <td style="border-bottom: 1px dotted black;">_____</td> <td style="border-bottom: 1px dotted black;">_____</td> <td style="border-bottom: 1px dotted black;">_____</td> <td style="border-bottom: 1px dotted black;">_____</td> </tr> <tr> <td style="padding: 5px;"><b>b.)</b> SLA/Profile</td> <td style="border-bottom: 1px dotted black;">_____</td> <td style="border-bottom: 1px dotted black;">_____</td> <td style="border-bottom: 1px dotted black;">_____</td> <td style="border-bottom: 1px dotted black;">_____</td> </tr> <tr> <td style="padding: 5px;"><b>c.)</b> Pre activate/ Activation</td> <td style="border-bottom: 1px dotted black;">_____</td> <td style="border-bottom: 1px dotted black;">_____</td> <td style="border-bottom: 1px dotted black;">_____</td> <td style="border-bottom: 1px dotted black;">_____</td> </tr> <tr> <td style="padding: 5px;"><b>d.)</b> LNP Issues-post activation</td> <td style="border-bottom: 1px dotted black;">_____</td> <td style="border-bottom: 1px dotted black;">_____</td> <td style="border-bottom: 1px dotted black;">_____</td> <td style="border-bottom: 1px dotted black;">_____</td> </tr> </tbody> </table> |              | Contact Name | Phone Number | Facsimile | E-Mail | <b>a.)</b> Billing (if applicable) | _____ | _____ | _____ | _____ | <b>b.)</b> SLA/Profile | _____ | _____ | _____ | _____ | <b>c.)</b> Pre activate/ Activation | _____ | _____ | _____ | _____ | <b>d.)</b> LNP Issues-post activation | _____ | _____ | _____ | _____ |
|                                       | Contact Name                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                               | Phone Number | Facsimile    | E-Mail       |           |        |                                    |       |       |       |       |                        |       |       |       |       |                                     |       |       |       |       |                                       |       |       |       |       |
| <b>a.)</b> Billing (if applicable)    | _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | _____        | _____        | _____        |           |        |                                    |       |       |       |       |                        |       |       |       |       |                                     |       |       |       |       |                                       |       |       |       |       |
| <b>b.)</b> SLA/Profile                | _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | _____        | _____        | _____        |           |        |                                    |       |       |       |       |                        |       |       |       |       |                                     |       |       |       |       |                                       |       |       |       |       |
| <b>c.)</b> Pre activate/ Activation   | _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | _____        | _____        | _____        |           |        |                                    |       |       |       |       |                        |       |       |       |       |                                     |       |       |       |       |                                       |       |       |       |       |
| <b>d.)</b> LNP Issues-post activation | _____                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                                      | _____        | _____        | _____        |           |        |                                    |       |       |       |       |                        |       |       |       |       |                                     |       |       |       |       |                                       |       |       |       |       |

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

**LEC OCN's**

|             |             |             |             |             |             |             |
|-------------|-------------|-------------|-------------|-------------|-------------|-------------|
| <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> | <b>OCN:</b> |
|             |             |             |             |             |             |             |

**EXHIBIT A**

**Wireline-Wireline Trading Partner Profile (TPP)**

(Continued)

**Contacts**

|                                 |  |
|---------------------------------|--|
| <b>Primary Contact Name:</b>    |  |
| Phone                           |  |
| FAX                             |  |
| Email Address                   |  |
|                                 |  |
| <b>Secondary Contact Name:</b>  |  |
| Phone                           |  |
| FAX                             |  |
| Email Address                   |  |
|                                 |  |
| <b>Escalation Contact Name:</b> |  |
| Phone                           |  |
| FAX                             |  |
| Email Address                   |  |

**FAX**

|                        |            |  |
|------------------------|------------|--|
| <b>for processing:</b> | FAX number |  |
|                        | Email      |  |

**Operations**

|                        |                                |  |
|------------------------|--------------------------------|--|
| <b>Information</b>     |                                |  |
|                        | Operating Company Number (OCN) |  |
|                        | AOCN                           |  |
|                        | Wireless or Wireline           |  |
|                        | Time Zone                      |  |
|                        | Holiday Days                   |  |
|                        | Holiday Time Begin (hh:mm)     |  |
|                        | Holiday Time End (hh:mm)       |  |
|                        |                                |  |
| <b>for processing:</b> |                                |  |
|                        | 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<br>Signature/Title:<br>_____ |

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<br>123 Broad St<br>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



EXHIBIT E

**Clear Creek Telephone & TeleVision      End User Information**

---

**Administrative Section**

PON \_\_\_\_\_ VER AN \_\_\_\_\_ ATN \_\_\_\_\_ DQTY \_\_\_\_\_ PG of \_\_\_\_\_  
 \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ 2 \_\_\_\_\_ 4

---

**Location and Access**

LOCNUM NAME \_\_\_\_\_ AFT SAPR \_\_\_\_\_ SANO \_\_\_\_\_ SASF \_\_\_\_\_ SASD \_\_\_\_\_ SATH \_\_\_\_\_  
 \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
 LD1 LV1 LD2 LV2 LD3 LV3 \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
 AAI \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE ZIP \_\_\_\_\_ LCON \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
 TEL NO \_\_\_\_\_ EUMI \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
 ACC \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
 ACC (continued) \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_

---

WSOP CPEMFR \_\_\_\_\_ CPEMOD \_\_\_\_\_ ERL IBT \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
 \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
**Inside Wire**  
 IWO IWBAN \_\_\_\_\_ IWCON \_\_\_\_\_ TEL NO \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_

---

**Bill Section**

EAN \_\_\_\_\_ EATN \_\_\_\_\_ FBI BILLNM \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
 SBILLNM \_\_\_\_\_ STREET \_\_\_\_\_ FLOOR \_\_\_\_\_ ROOM \_\_\_\_\_  
 CITY \_\_\_\_\_ STATE ZIP \_\_\_\_\_ LCON \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_  
 TEL NO \_\_\_\_\_ SSN \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_ \_\_\_\_\_

EXHIBIT E

**Clear Creek Telephone & TeleVision      End User Information**

---

**Administrative Section**

PON \_\_\_\_\_ VER AN \_\_\_\_\_ ATN \_\_\_\_\_ DQTY \_\_\_\_\_ PG of \_\_\_\_\_  
 3 4

---

LOC NUM NAME \_\_\_\_\_ AFT SAPR \_\_\_\_\_ SANO \_\_\_\_\_ SASF \_\_\_\_\_ SASD \_\_\_\_\_  
 SASN \_\_\_\_\_ SATH \_\_\_\_\_

LD1 \_\_\_\_\_ LD2 \_\_\_\_\_ LD3 \_\_\_\_\_ LV2 \_\_\_\_\_ LV3 \_\_\_\_\_  
 AAI \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ LCON \_\_\_\_\_

TEL NO \_\_\_\_\_ EUMI \_\_\_\_\_

ACC \_\_\_\_\_

ACC (continued)

WSOP \_\_\_\_\_ CPE MFR \_\_\_\_\_ CPE MOD \_\_\_\_\_ ERL \_\_\_\_\_ IBT \_\_\_\_\_

---

**Inside Wire**

IWO \_\_\_\_\_ IWBAN \_\_\_\_\_ IWCON \_\_\_\_\_ TEL NO \_\_\_\_\_

---

**Bill Section**

EAN \_\_\_\_\_ EATN \_\_\_\_\_ FBI BILLNM \_\_\_\_\_

SBILLNM \_\_\_\_\_ STREET \_\_\_\_\_ FLOOR \_\_\_\_\_ ROOM \_\_\_\_\_

CITY \_\_\_\_\_ STATE \_\_\_\_\_ ZIP \_\_\_\_\_ LCON \_\_\_\_\_

TEL NO \_\_\_\_\_ SSN \_\_\_\_\_

EXHIBIT E

Clear Creek Telephone & TeleVision Directory Listing (DL)

Administrative Section

CCNA PON VER DSR NO ATN AN  
 SC1 SC2 PG\_of\_

Listing Control Section

LACT ALI RTY LTY EOS STYC TOA DOI WPP LOCNUM DLNUM MTN  
 PPTN DDQTY LTXQTY

Listing Indicators Section

DML NOSL TMKT BRO ADV STR DLNM PROF DIRIDL DIRNAME  
 DIRSUB LIDI LID2 OMSD

OMSD (continued)

Listing Instruction Section

LTN NSTN OMTN LEX DNA LNPL LNLN  
 LNLN (continued) LNFN  
 LNFN (continued) DES

TL TITLE 1 TITLE 2 TLD TITLE 1 D

NICK PLA

PLA (continued) LTXNUM LTXTY LPHRASE LTEXT

LTEXT

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**

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

**END USER LOCATION AND ACCESS**

|               |             |           |            |  |
|---------------|-------------|-----------|------------|--|
| <b>NAME</b>   | <b>TN'S</b> |           |            |  |
|               |             |           |            |  |
| <b>STREET</b> | <b>CITY</b> | <b>ST</b> | <b>ZIP</b> |  |
|               |             |           |            |  |

**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. RECIPROCAL COMPENSATION**

- 1.1 ISP Bound and Local wireline to wireline traffic will be terminated by the Parties on a Bill and Keep basis.
- 1.2 BCT 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, BCT agrees to pay the applicable intrastate terminating access charges for such traffic.
  - 1.2.1 Reciprocal Compensation Rate
    - .0171 per minute

### **SECTION 2. RESALE**

- 2.1 Nonrecurring Charges:
  - 2.1.1 A nonrecurring charge will apply when converting a Clear Creek account to a BCT account or when changing an End User from one carrier to another.

### **SECTION 3. SUPPLEMENTAL PON CHARGES**

- 3.1 A supplement is any new iteration of a local service request.
  - 3.1.1 Supplement # 1
    - Cancel - Indicates that the pending order is to be canceled in its entirety.
    - Charge - \$27.00
  - 3.1.2 Supplement #.2
    - New desired due date - Indicates that the pending order requires only a change of desired due date.
  - 3.1.3 Supplement # 3
    - Other - Any other change to the request.

Supp 2 & 3 Charges are as follows:

|                                                                                                                                                            |           |          |
|------------------------------------------------------------------------------------------------------------------------------------------------------------|-----------|----------|
| Clear Creek Customer Type                                                                                                                                  | Residence | Business |
| Order Type                                                                                                                                                 | Porting   | Porting  |
| Charge Per Order                                                                                                                                           | \$10.00   | \$18.25  |
| *Expedite Charge will be applied (\$41.50 per telephone number) for any Portings stopped on the Due Date and subsequently reappointed with a new Due Date. |           |          |



## **SECTION 4. OTHER MISCELLANEOUS CHARGES**

- 4.1 Expedite Charge - Any work requested before the next available due date or before the standard interval for that service.

The expedite charge is applied for each telephone number being expedited.

Residence 41.50

Business 41.50

Additional Labor Charges also apply if the work is done after hours or on the weekend.

- 4.2 Preferential / Vanity Numbers

NONRECURRING

Residence \$39.50

Business \$39.50

- 4.3 Concurrence Charge

The CLEC is responsible to create subscription versions in the NPAC prior to the 18-hour window. In the event that the CLEC does not create the subscription version(s) within the prescribed time frame, the CLEC is responsible to notify Clear Creek during regular business hours of the need to concur. Failure to do so may result in a delayed porting. A concurrence charge is applied for each telephone number needing concurrence.

NONRECURRING

Residence \$10.00

Business \$18.25

## **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.