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September 25, 2007

VIA ELECTRONIC FILING

PUC Filing Center
Public Utility Commission of Oregon
PO Box 2148
Salem, OR 97308-2148

Re: Docket ARB 789

Enclosed for filing is a copy of an amendment to the Interconnection Agreement between Beaver Creek Cooperative Telephone Company ("BCT") and Qwest Corporation ("Qwest") that was approved by the Oregon Public Utility Commission in Docket ARB 747 (the "BCT-Qwest ICA"). BCT and Qwest executed this amendment on September 21, 2007.

The parties in ARB 789 have referenced the BCT-Qwest ICA in testimony and briefing. BCT therefore respectfully requests through this filing the opportunity to:

- (1) Bring this amendment to the BCT-Qwest ICA to the Commission's attention as supplemental authority in this case; and
- (2) File supplemental testimony to explain why BCT and Qwest amended the BCT-Qwest ICA to provide for "bill and keep" compensation and to explain the significance of this amendment to the issues in ARB 789.

BCT attempted to contact counsel for Clear Creek Mutual Telephone Company regarding these requests, but was not able to reach her. BCT is hopeful the parties can come to agreement regarding these requests at tomorrow's conference.

Very truly yours,

Sarah J. Adams

cc: Service List

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

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

RECITALS

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

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

AGREEMENT

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

Amendment Terms

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

Effective Date

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

Amendments: Waivers

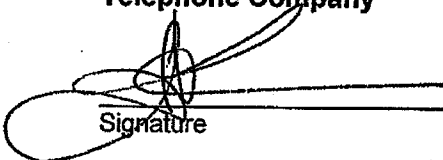
Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may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

Entire Agreement

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

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

**Beaver Creek Cooperative
Telephone Company**



Signature

Tom D. Christensen

Name Printed/Typed

CEO / President

Title

9/21/07

Date

Qwest Corporation

Signature

L. T. Christensen

Name Printed/Typed

Director - Interconnection Agreements

Title

Date

ATTACHMENT 1

7.3.4 Exchange Service (EAS/Local) Traffic

7.3.4.1 End Office Call Termination

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

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

7.3.4.2 Tandem Switched Transport

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

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

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

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

7.3.6 ISP-Bound Traffic

7.3.6.1 The Parties agree that ISP-bound traffic is Interstate traffic and governed by the FCC's Order on Remand and Report and Order (Intercarrier Compensation for ISP-bound Traffic) CC Docket 01-131 (FCC ISP Order), effective June 14, 2001. However, the Parties agree to exchange ISP-bound traffic utilizing the bill and keep compensation mechanism. Bill and keep will apply to both end office call termination and tandem switched transport of ISP-bound traffic. Bill and keep shall govern compensation for such traffic exchanged by the Parties in this State until the earlier of: (1) the expiration of the Agreement; (2) further action by the Federal Communications Commission (FCC), or a court of competent jurisdiction, vacates, replaces, modifies, or supersedes the applicable rules adopted in Order on Remand and Report and Order, CC Docket Nos. 96-98, 99-68, FCC 01-131 (rel. Apr. 27, 2001); or (3) the balance of traffic exchanged between the Parties changes significantly.

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CERTIFICATE OF SERVICE

I hereby certify that I served a true and correct copy of the foregoing document in Docket ARB 789 on the following named person(s) on the date indicated below by email at his or her last-known address(es) indicated below.

Tom Linstrom
Beaver Creek Cooperative Telco
PO Box 69
Beaver Creek OR 97004
tlinstrom@bctelco.com

Jennifer Niegel
Duncan Tiger & Niegel PC
PO Box 248
Stayton OR 97383-0248
jennifer@staytonlaw.com

DATED: September 25, 2007.



Sarah J. Adams
Attorney for Beaver Creek Cooperative Telephone Company