

May 4, 2005

Ms. Cheryl Walker
Administrative Hearings
Oregon Public Utility Commission
550 Capitol Street, N. E., Suite 215
Salem, Oregon 97301-2551

Dear Ms. Walker:

As a result of a Verizon document review, it was found that the following Time Warner of Oregon LLC Amendment was not filed.

Attached you will find an original, plus two copies of Amendment # 2 to the interconnection agreement between Verizon Northwest Inc. and Time Warner of Oregon LLC.

If you have any questions regarding this filing, please call me at 503/645-7909.

Sincerely,

Renee M. Willer
Verizon Northwest Inc.

Enclosures

CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. **Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.**

1. PARTIES *Requesting Carrier* *Affected Carrier*

Name of Party:

Contact for Processing Questions:

Name:

Telephone:

E-mail:

Contact for Legal Questions (if different):

Name:

Telephone:

E-mail:

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

Name:

E-mail:

2. TYPE OF FILING NOTE: Parties making multiple requests (such as seeking to adopt a previously approved agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

Adoption: Adopts existing carrier-to-carrier agreement filed with Commission.

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

Adopts base agreement only; or

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

New Agreement: Seeks approval of new negotiated agreement.

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

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

Docket ARB

Other: Please explain.

AMENDMENT NO. 2

to the

INTERCONNECTION AGREEMENT

between

VERIZON NORTHWEST INC., f/k/a GTE NORTHWEST INCORPORATED

and

TIME WARNER of OREGON LLC

This Amendment (the "Amendment") to the Interconnection Agreement between Verizon Northwest Inc., f/k/a GTE Northwest Incorporated ("Verizon") and Time Warner of Oregon LLC ("Time Warner") (the "Agreement") is effective June 14, 2001.

1. Notwithstanding any possible contrary construction of this Agreement, Internet Traffic shall not be eligible for payment of Reciprocal Compensation under this Agreement .The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of ISP-bound traffic shall be governed by the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives.

Time Warner of Oregon LLC
By: Time Warner Telecom Holdings Inc., its sole member

Verizon Northwest Inc.

By: _____

By: _____

Printed: _____

Printed: Jeffrey A. Masoner

Title: _____

Title: Vice-President - Interconnection Services Policy & Planning