



20575 NW Von Neumann Drive,  
Suite 150  
Hillsboro, OR 97006

August 13, 2007

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

Re: ARB 175 - Amendment # 3 to the Agreement between Verizon Northwest Inc. and  
Time Warner Telecom of Oregon LLC

Dear Ms. Walker:

Attached please find an original and two copies of an amendment between Verizon  
Northwest Inc. and Time Warner Telecom of Oregon LLC.

If you have any questions concerning this filing, please contact me at 972-718-3418.

Sincerely,

Kim Douglass  
Sr. Staff Consultant – Regulatory and Government Affairs  
[kimberly.a.douglass@verizon.com](mailto:kimberly.a.douglass@verizon.com)

Enclosures

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## CARRIER-TO-CARRIER AGREEMENT CHECKLIST

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

**1. PARTIES**                      *Competitive Carrier*    *Incumbent Local Exchange Carrier*

Name of Party:

Contact for Processing Questions:

Name:

Telephone:

E-mail:

Contact for Legal Questions (if different):

Name:

Telephone:

E-mail:

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

Name:

E-mail:

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

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

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

Adopts base agreement only; or

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

New Agreement: Seeks approval of new negotiated agreement.

- |  |  |
|--|--|
| • Does filing replace an existing agreement between the parties? | • If filing involves Qwest Communications, does it utilize the terms of an SGAT? |
| • NO   | • NO   |
| • YES, Docket ARB  | • YES, Revision  |

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

Docket ARB

Other: Please explain.

**AMENDMENT NO. 3**

**TO THE**

**INTERCONNECTION AGREEMENT**

**BETWEEN**

**VERIZON NORTHWEST INC., F/K/A GTE NORTHWEST INCORPORATED**

**AND**

**TIME WARNER TELECOM OF OREGON LLC F/K/A GST TELECOM OREGON, INC.**

This Amendment No. 3 (this "Amendment") shall be deemed effective on July 30, 2007 (the "Amendment Effective Date") by and between Verizon Northwest Inc., f/k/a GTE Northwest Incorporated ("Verizon"), a Washington corporation with offices at 1800 41<sup>st</sup> Street, Everett, WA 98201, and Time Warner Telecom of Oregon LLC ("TWTC"), f/k/a GST Telecom Oregon, Inc. ("GST"), a Delaware Limited Liability Company with offices at 10475 Park Meadows Dr., Littleton, CO 80124. (Verizon and TWTC may be hereinafter referred to individually as a "Party" and collectively as the "Parties"). This Amendment only covers the services addressed herein that Verizon provides in its operating territory in the State of Oregon (the "State").

**WITNESSETH:**

**WHEREAS**, pursuant to an adoption letter dated November 5, 1999 (the "Adoption Letter"), GST adopted in the State of Oregon, the terms of the interconnection agreement between Electric Lightwave, Inc. and Verizon that was approved by the Oregon Public Utility Commission and (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"), which Agreement was assigned by GST to TWTC;

**WHEREAS**, TWTC has requested that the Parties amend the Agreement to address the matters set forth herein.

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. Amendment to Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment (including, without limitation, the Pricing Attachment and its Appendix A, which are attached hereto), all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Verizon Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").

1.1 General

Verizon shall provide to TWTC, in accordance with this Amendment (including, but not limited to, Verizon's Tariffs applicable to the Services that are offered for sale by it in this Amendment, such Tariffs being incorporated into and made a part of this Amendment by reference) and the requirements of Applicable Law, Verizon's Telecommunications Services for resale by TWTC; provided, that

notwithstanding any other provision of the Amended Agreement, Verizon shall be obligated to provide Telecommunications Services to TWTC only to the extent required by Applicable Law and may decline to provide a Telecommunications Service to TWTC to the extent that provision of such Telecommunications Service is not required by Applicable Law.

## 1.2 Use of Verizon Telecommunications Services

1.2.1 Verizon Telecommunications Services may be purchased by TWTC under this Amendment only for the purpose of resale by TWTC as a Telecommunications Carrier. Verizon Telecommunications Services to be purchased by TWTC for other purposes (including, but not limited to, TWTC's own use) must be purchased by TWTC pursuant to other applicable provisions of the Amended Agreement (if any), or separate written agreements, including, but not limited to, applicable Verizon Tariffs.

1.2.2 TWTC shall not resell:

1.2.2.1 Residential service to persons not eligible to subscribe to such service from Verizon (including, but not limited to, business or other nonresidential Customers);

1.2.2.2 Lifeline, Link Up America, or other means-tested service offerings, to persons not eligible to subscribe to such service offerings from Verizon;

1.2.2.3 Grandfathered or discontinued service offerings to persons not eligible to subscribe to such service offerings from Verizon; or

1.2.2.4 Any other Verizon service in violation of a restriction stated in the Amended Agreement (including, but not limited to, a Verizon Tariff) that is not prohibited by Applicable Law.

1.2.2.5 In addition to any other actions taken by TWTC to comply with this Section 1.2.2.5, TWTC shall take those actions required by Applicable Law to determine the eligibility of TWTC Customers to purchase a service, including, but not limited to, obtaining any proof or certification of eligibility to purchase Lifeline, Link Up America, or other means-tested services, required by Applicable Law. TWTC shall indemnify Verizon from any Claims resulting from TWTC's failure to take such actions required by Applicable Law.

1.2.2.6 Verizon may perform audits to confirm TWTC's conformity to the provisions of this Section 1.2.2.6. Such audits may be performed twice per calendar year.

1.2.3 TWTC shall be subject to the same limitations that Verizon's Customers are subject to with respect to any Telecommunications Service that Verizon grandfathered or discontinued offering. Without limiting the foregoing, except to the extent that Verizon follows a different practice for Verizon Customers in regard to a grandfathered

Telecommunications Service, such grandfathered Telecommunications Service: (a) shall be available only to a Customer that already has such Telecommunications Service; (b) may not be moved to a new service location; and (c) will be furnished only to the extent that facilities continue to be available to provide such Telecommunications Service.

- 1.2.4 TWTC shall not be eligible to participate in any Verizon plan or program under which Verizon Customers may obtain products or services, which are not Verizon Telecommunications Services, in return for trying, agreeing to purchase, purchasing, or using Verizon Telecommunications Services.
- 1.2.5 In accordance with 47 CFR § 51.617(b), Verizon shall be entitled to all charges for Verizon Exchange Access services used by interexchange carriers to provide service to TWTC Customers.
- 1.3 Availability of Verizon Telecommunications Services
  - 1.3.1 Verizon will provide a Verizon Telecommunications Service to TWTC for resale pursuant to this Amendment where and to the same extent, but only where and to the same extent that such Verizon Telecommunications Service is provided to Verizon's Customers.
  - 1.3.2 Except as otherwise required by Applicable Law, subject to Section 1.3.1 of this Amendment, Verizon shall have the right to add, modify, grandfather, discontinue or withdraw Verizon Telecommunications Services at any time, without the consent of TWTC.
  - 1.3.3 To the extent required by Applicable Law, the Verizon Telecommunications Services to be provided to TWTC for resale pursuant to this Amendment will include a Verizon Telecommunications Service customer-specific contract service arrangement ("CSA") (such as a customer specific pricing arrangement or individual case based pricing arrangement) that Verizon is providing to a Verizon Customer at the time the CSA is requested by TWTC.
- 1.4 Responsibility for Charges
  - 1.4.1 TWTC shall be responsible for and pay to Verizon all charges for any Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon, that are ordered, activated or used by TWTC, TWTC Customers or any other persons, through, by means of, or in association with, Telecommunications Services provided by Verizon to TWTC pursuant to this Amendment.
  - 1.4.2 Upon request by TWTC, Verizon will provide for use on resold Verizon retail Telecommunications Service dial tone lines purchased by TWTC such Verizon retail Telecommunications Service call blocking and call screening services as Verizon provides to its own end user retail Customers, where and to the extent Verizon provides such Verizon retail Telecommunications Service call blocking services to Verizon's own end user retail Customers. TWTC understands and agrees that certain of Verizon's call blocking and call screening services are not

guaranteed to block or screen all calls and that notwithstanding TWTC's purchase of such blocking or screening services, TWTC's end user Customers or other persons ordering, activating or using Telecommunications Services on the resold dial tone lines may complete or accept calls which TWTC intended to block. Notwithstanding the foregoing, TWTC shall be responsible for and shall pay Verizon all charges for Telecommunications Services provided by Verizon or provided by persons other than Verizon and billed for by Verizon in accordance with the terms of Section 1.4.1 above.

1.5 Operations Matters

1.5.1 Facilities.

1.5.1.1 Verizon and its suppliers shall retain all of their right, title and interest in all facilities, equipment, software, information, and wiring used to provide Verizon Telecommunications Services.

1.5.1.2 Verizon shall have access at all reasonable times to TWTC Customer locations for the purpose of installing, inspecting, maintaining, repairing, and removing, facilities, equipment, software, and wiring used to provide the Verizon Telecommunications Services. TWTC shall, at TWTC's expense, obtain any rights and authorizations necessary for such access.

1.5.1.3 Except as otherwise agreed to in writing by Verizon, Verizon shall not be responsible for the installation, inspection, repair, maintenance, or removal of facilities, equipment, software, or wiring provided by TWTC or TWTC Customers for use with Verizon Telecommunications Services.

1.5.2 Branding.

1.5.2.1 Except as stated in Section 1.5.2.2 of this Amendment, in providing Verizon Telecommunications Services to TWTC, Verizon shall have the right (but not the obligation) to identify the Verizon Telecommunications Services with Verizon's trade names, trademarks and service marks ("Verizon Marks"), to the same extent that these Services are identified with Verizon's Marks when they are provided to Verizon's Customers. Any such identification of Verizon's Telecommunications Services shall not constitute the grant of a license or other right to TWTC to use Verizon's Marks.

1.5.2.2 To the extent required by Applicable Law, upon request by TWTC and at prices, terms and conditions to be negotiated by TWTC and Verizon, Verizon shall provide Verizon Telecommunications Services for resale that are identified by TWTC's trade name, or that are not identified by trade name, trademark or service mark.

1.5.2.3 If Verizon uses a third-party contractor to provide Verizon operator services or Verizon directory assistance, TWTC will be responsible for entering into a direct contractual arrangement with the third-party contractor at TWTC's expense (a) to obtain identification of Verizon operator services or Verizon directory assistance purchased by TWTC for resale with TWTC's trade name, or (b) to obtain removal of Verizon Marks from Verizon operator services or Verizon directory assistance purchased by TWTC for resale.

1.6 Rates and Charges

The rates and charges for Verizon Telecommunication Services purchased by TWTC for resale pursuant to this Amendment shall be as provided in this Amendment and the Pricing Attachment.

1.7 Good Faith Performance

If and, to the extent that, Verizon, prior to the Effective Date of this Amendment, has not provided in the State of Oregon a Service offered under this Amendment, Verizon reserves the right to negotiate in good faith with TWTC reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Amended Agreement's dispute resolution procedures.

2. Miscellaneous Provisions.

2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.

2.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.

2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.

2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be

deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.

- 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
- 2.9 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the following terms, as used in this Amendment, shall have the meanings set forth below:

2.9.1 Act.

The Communications Act of 1934 (47 U.S.C. §151 et seq.), as from time to time amended (including, but not limited to, by the Telecommunications Act of 1996.

2.9.2 Applicable Law.

All effective laws, government regulations and government orders, applicable to each Party's performance of its obligations under this Amendment.

2.9.3 Calendar Year.

January through December.

2.9.4 Claims.

Any and all claims, demands, suits, actions, settlements, judgments, fines, penalties, liabilities, injuries, damages, losses, costs (including, but not limited to, court costs), and expenses (including, but not limited to, reasonable attorney's fees).

2.9.5 CLEC (Competitive Local Exchange Carrier).

Any Local Exchange Carrier other than Verizon that is operating as a Local Exchange Carrier in the territory in which Verizon operates as an ILEC in the State of Oregon. TWTC is or shortly will become a CLEC.

2.9.6 Commission.

Oregon Public Utility Commission.



2.9.7 Customer.

A third party residence or business end-user subscriber to Telephone Exchange Services provided by either of the Parties.

2.9.8 Exchange Access.

Shall have the meaning set forth in the Act.

2.9.9 FCC.

The Federal Communications Commission.

2.9.10 ILEC (Incumbent Local Exchange Carrier).

Shall have the meaning stated in the Act.

2.9.11 Order.

An order or application to provide, change or terminate a Service (including, but not limited to, a commitment to purchase a stated number or minimum number of lines or other Services for a stated period or minimum period of time).

2.9.12 Service.

Any Interconnection arrangement, Network Element, Telecommunications Service, Collocation arrangement, or other service, facility or arrangement, offered by a Party under this Agreement.

2.9.13 Tariff.

2.9.13.1 Any applicable Federal or state tariff of a Party, as amended from time-to-time; or

2.9.13.2 Any standard agreement or other document, as amended from time-to-time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service.

The term "Tariff" does not include any Verizon statement of generally available terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

2.9.14 Telecommunications Carrier.

Shall have the meaning set forth in the Act.

2.9.15 Telecommunications Services.

Shall have the meaning set forth in the Act.

2.9.16 Telephone Exchange Service.

Shall have the meaning set forth in the Act.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

**TIME WARNER TELECOM OF OREGON LLC**  
**By: Time Warner Telecom Holdings Inc., its sole member**

**VERIZON NORTHWEST INC.**

By: Tina Davis

By: Jeffrey A. Masoner

Printed: Tina Davis

Printed: Jeffrey A. Masoner

Title: Sr. Vice President and Deputy General Counsel \_\_\_\_\_

Title: Vice President – Interconnection Services

### PRICING ATTACHMENT TO AMENDMENT NO. 3

#### 1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Charges for Services shall be as stated in this Section 1 of this Attachment.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in Verizon's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Exhibit A to this Pricing Attachment. For rate elements provided in Exhibit A to this Pricing Attachment that do not include a Charge, either marked as "TBD" or otherwise, Verizon is developing such Charges and has not finished developing such Charges as of the Amendment Effective Date. When Verizon finishes developing such a Charge, Verizon shall notify TWTC in writing of such Charge in accordance with, and subject to, the notices provisions of the Amended Agreement and thereafter shall bill TWTC, and TWTC shall pay to Verizon, for Services provided under this Amendment on the Amendment Effective Date and thereafter, subject to TWTC invocation of the dispute resolution mechanism referenced in the Agreement within (30) thirty days of such notice thereafter in accordance with such Charge. Any notice provided by Verizon to TWTC pursuant to this Section 1.4 shall be deemed to be a part of Exhibit A to this Pricing Attachment immediately after Verizon sends such notice to TWTC and thereafter subject to TWTC's right to challenge the rate.
- 1.5 The Charges stated in Exhibit A to this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Exhibit A to this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Amendment or the Amended Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be Verizon's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. Verizon Telecommunications Services Provided to TWTC for Resale Pursuant to this Amendment
  - 2.1 Verizon Telecommunications Services for which Verizon is Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.
    - 2.1.1 The Charges for a Verizon Telecommunications Service purchased by TWTC for resale for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for such Service set forth in Verizon's applicable Tariffs (or, if there is no Tariff Retail Price for such Service, Verizon's Retail Price for the Service that is generally offered to Verizon's Customers), less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable wholesale discount stated in Exhibit A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act.
    - 2.1.2 The Charges for a Verizon Telecommunications Service Customer Specific Arrangement ("CSA") purchased by TWTC for resale pursuant to Section 1.3.3 of this Amendment for which Verizon is required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Retail Price for the CSA, less, to the extent required by Applicable Law: (a) the applicable wholesale discount stated in Verizon's Tariffs for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act; or (b) in the absence of an applicable Verizon Tariff wholesale discount for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act, the applicable discount stated in Exhibit A for Verizon Telecommunications Services purchased for resale pursuant to Section 251(c)(4) of the Act. Notwithstanding the foregoing, in accordance with, and to the extent permitted by Applicable Law, Verizon may establish a wholesale discount for a CSA that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to TWTC for resale pursuant to Section 251(c)(4) of the Act.
    - 2.1.3 Notwithstanding Sections 2.1 and 2.2 of this Attachment, in accordance with, and to the extent permitted by Applicable Law, Verizon may at any time establish a wholesale discount for a Telecommunications Service (including, but not limited to, a CSA) that differs from the wholesale discount that is generally applicable to Telecommunications Services provided to TWTC for resale pursuant to Section 251(c)(4) of the Act.
    - 2.1.4 The wholesale discount stated in Exhibit A shall be automatically superseded by any new wholesale discount when such new wholesale discount is required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC, provided such new wholesale discount is not subject to a stay issued by any court of competent jurisdiction.

2.1.5 The wholesale discount provided for in Sections 2.1.1 through 2.1.3 of this Attachment shall not be applied to:

2.1.5.1 Short term promotions as defined in 47 CFR § 51.613;

2.1.5.2 Except as otherwise provided by Applicable Law, Exchange Access services;

2.1.5.3 Subscriber Line Charges, Federal Line Cost Charges, end user common line Charges, taxes, and government Charges and assessment (including, but not limited to, 9-1-1 Charges and Dual Party Relay Service Charges).

2.1.5.4 Any other service or Charge that the Commission, the FCC, or other governmental entity of appropriate jurisdiction determines is not subject to a wholesale discount under Section 251(c)(4) of the Act.

2.2 Verizon Telecommunications Services for which Verizon is Not Required to Provide a Wholesale Discount Pursuant to Section 251(c)(4) of the Act.

2.2.1 The Charges for a Verizon Telecommunications Service for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges stated in Verizon's Tariffs for such Verizon Telecommunications Service (or, if there are no Verizon Tariff Charges for such Service, Verizon's Charges for the Service that are generally offered by Verizon).

2.2.2 The Charges for a Verizon Telecommunications Service customer specific contract service arrangement ("CSA") purchased by TWTC pursuant to Section 1.3.3 of this Amendment for which Verizon is not required to provide a wholesale discount pursuant to Section 251(c)(4) of the Act shall be the Charges provided for in the CSA and any other Charges that Verizon could bill the person to whom the CSA was originally provided (including, but not limited to, applicable Verizon Tariff Charges).

2.3 Other Charges.

2.3.1 TWTC shall pay, or collect and remit to Verizon, without discount, all Subscriber Line Charges, Federal Line Cost Charges, and end user common line Charges, associated with Verizon Telecommunications Services provided by Verizon to TWTC.

3. TWTC Prices

TWTC will not impose any Charges on Verizon pursuant to this Amendment.

4. [This Section Intentionally Left Blank]

5. Regulatory Review of Prices

Notwithstanding any other provision of this Amendment or the Amended Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental body of appropriate jurisdiction: (a) with

regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Exhibit A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

**EXHIBIT A**  
**OREGON APPENDIX A TO THE PRICING ATTACHMENT**  
**V1.0**

- **Services Available for Resale**

The avoided cost discount for all Resale services is 17.00%.

**Non-Recurring Charges (NRCs) for Resale Services**

Pre-ordering

CLEC Account Establishment Per CLEC	\$275.09
Customer Record Search Per Account	\$ 11.77

Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$340.38
Engineered Initial Service Order - As Specified	\$130.48
Engineered Subsequent Service Order	\$ 64.88
Non-Engineered Initial Service Order - New Service	\$ 37.74
Non-Engineered Initial Service Order - Changeover	\$ 21.59
Non-Engineered Initial Service Order - As Specified	\$ 52.30
Non-Engineered Subsequent Service Order	\$ 19.27
Central Office Connect	\$ 6.84
Outside Facility Connect	\$ 88.03
Manual Ordering Charge	\$ 12.01

Product Specific

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

Custom Handling

Service Order Expedite:

Engineered	\$ 54.36
Non-Engineered	\$ 5.71

Coordinated Conversions:

ISO	\$ 24.42
Central Office Connection	\$ 10.89
Outside Facility Connection	\$ 8.96

Hot Coordinated Conversion First Hour:

ISO	\$ 31.28
Central Office Connection	\$ 43.58
Outside Facility Connection	\$ 35.83

Hot Coordinated Conversion per Additional Quarter Hour:

ISO	\$ 6.56
Central Office Connection	\$ 10.89
Outside Facility Connection	\$ 8.96

## **Application of NRCs**

### Pre-ordering:

CLEC Account Establishment is a one-time charge applied the first time that TWTC orders any service from this Agreement.

Customer Record Search applies when TWTC requests a summary of the services currently subscribed to by the end-user.

### Ordering and Provisioning:

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to TWTC. Complex Services are services that require a data gathering form or has special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to TWTC. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental field work is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter TWTC's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

### Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite (Engineered or Non-Engineered) applies if TWTC requests service prior to the standard due date intervals.

Coordinated Conversion applies if TWTC requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if TWTC requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.