

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

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

Docket ARB

Other: Please explain.

**Single Point of Presence (SPOP) Amendment  
to the Interconnection Agreement  
Between  
Time Warner Telecom of Oregon LLC  
and  
Qwest Corporation  
For the state of Oregon**

This is an Amendment ("Amendment") to the Interconnection Agreement between Time Warner Telecom of Oregon LLC, a Delaware limited liability company ("TWTC" or "CLEC") and Qwest Corporation ("Qwest"), a Colorado corporation. TWTC and Qwest shall be known jointly as the ("Parties").

**RECITALS**

WHEREAS, the Parties entered into a new Interconnection Agreement for service in the State of Oregon ("Agreement"); and

WHEREAS, the Parties wish to amend the aforementioned Agreement by adding the terms and conditions contained herein; and

WHEREAS, the Agreement and this Amendment will be filed concurrently with the Public Utility Commission of Oregon ("Commission").

**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:

**1. Amendment Terms.**

This Amendment is made in order to add terms and conditions for Single Point of Presence ("SPOP") in the LATA as set forth in Attachment 1 and Exhibit A attached hereto and incorporated herein.

Neither Party shall lose any of its rights from the original Agreement by entering into this Amendment for SPOP.

**2. Effective Date.**

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

**3. Further Amendments.**

Except as modified herein, the provisions of the Agreement shall remain in full force and effect. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents


to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

**4. 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.

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

  
\_\_\_\_\_  
Authorized Signature, Tina Davis  
Vice President and  
Deputy General Counsel

\_\_\_\_\_  
Name Printed/Typed

\_\_\_\_\_  
Title

\_\_\_\_\_  
Date JUL 15 2004

**Qwest Corporation**

  
\_\_\_\_\_  
Authorized Signature

\_\_\_\_\_  
L.T. Christensen  
Name Printed/Typed

\_\_\_\_\_  
Director-Interconnection Agreements  
Title

\_\_\_\_\_  
Date 7/20/04

## Attachment 1

Single Point of Presence (SPOP) in the LATA is a Local Interconnection Service (LIS) Interconnection trunking option that allows CLEC to establish one physical point of presence in the LATA in Qwest's territory. Qwest and CLEC may then exchange traffic at the SPOP utilizing trunking as described following.

- 1.1 By utilizing SPOP in the LATA, CLEC can deliver both Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic and Exchange Service EAS/Local traffic at Qwest's Access Tandem Switches. CLEC can also utilize Qwest's behind the tandem infrastructure to terminate traffic to specific end offices. The SPOP is defined as CLEC's physical point of presence.
- 1.2 SPOP in the LATA includes an Entrance Facility (EF), Expanded Interconnect Channel Termination (EICT), or Mid Span Meet POI and Direct Trunked Transport (DTT) options available at both a DS1 and DS3 capacity.
- 1.3 Where there is a Qwest local tandem serving an end office that CLEC intends to terminate traffic, the following conditions apply:
  - 1.3.1 CLEC may interconnect at either the Qwest local tandem or the Qwest access tandem for the delivery of local exchange traffic. When CLEC is interconnected at the access tandem and where there would be a DS1's worth of local traffic (512 CCS) between CLEC's switch and those Qwest end offices subtending a Qwest local tandem, CLEC will order a trunk group to the Qwest local tandem. As an alternative, CLEC shall terminate traffic on Qwest end office switches. When Qwest lacks available capacity at the access tandem, Qwest will arrange local tandem or end office Interconnection at the same cost to CLEC as Interconnection via the Qwest access tandem.
    - 1.3.1.1 Qwest will allow interconnection for the exchange of local traffic at Qwest's access tandem without requiring interconnection at the local tandem, at least in those circumstances when traffic volumes do not justify direct connection to the local tandem and regardless of whether capacity at the access tandem is exhausted or forecasted to exhaust unless Qwest agrees to provide interconnection facilities to the local tandems or end offices at the same cost to CLEC as the interconnection at the access tandem.
    - 1.3.1.2 When CLEC has an NXX that subtends a local tandem, but the anticipated traffic to and from the NXX is less than 1 DS1s (512 CCS) worth of traffic, CLEC may choose to use the access tandem for local traffic in the circumstances described above in 1.3.1. CLEC will be required to submit an electronic letter on CLEC letterhead to Qwest stating at which local tandems they will not interconnect. This letter should include, the local tandem CLLI(s) and CLEC specific NPA-NXXs for the local tandems. In addition, CLEC will provide a revised electronic letter to Qwest of any changes in the network configuration or addition/deletions of NPA-NXXs of the aforementioned local tandems.
  - 1.3.2 Connections to a Qwest local tandem may be two-way or one-way trunks. These trunks will carry Exchange Service EAS/Local traffic only.

- 1.3.3 A separate trunk group to the Qwest access tandem is necessary for the exchange of non-local Exchange Access (IntraLATA Toll Non-IXC) traffic and jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.
- 1.4 Where there is no Qwest local tandem serving a Qwest end office, CLEC may choose from one of the following options:
  - 1.4.1 A two-way CLEC LIS trunk group to the Qwest access tandem for CLEC traffic terminating to, originating from, or passing through the Qwest network that combines Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.
  - 1.4.2 A two-way CLEC LIS trunk group to the Qwest access tandem for CLEC Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to and originating from the IXC Feature Group (FG) A/B/D network through the Qwest network and an additional two-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local and Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.
  - 1.4.3 A one-way terminating CLEC LIS trunk group to the Qwest access tandem for CLEC traffic destined to or through the Qwest network that combines Exchange Service EAS/Local, Exchange Access (Intra LATA Toll Non-IXC) and Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic.
  - 1.4.4 CLEC may utilize a one-way LIS trunk group to the Qwest access tandem for Jointly Provided Switched Access (InterLATA and IntraLATA IXC) traffic terminating to the IXC FG A/B/D network through the Qwest network, and an additional one-way trunk group to the Qwest access tandem for the combined Exchange Service EAS/ Local, Exchange Access (IntraLATA Toll Non-IXC) traffic terminating to, originating from, and transiting the Qwest network.
    - 1.4.4.1 If CLEC orders either of the above one-way trunk options, Qwest will return the traffic via one combined Exchange Service EAS/ Local, and Exchange Access (IntraLATA Toll Non-IXC) trunk group.
  - 1.4.5 To the extent Qwest combines Exchange Service (EAS/Local), Exchange Access (IntraLATA Toll carried solely by Local Exchange Carriers), and Jointly Provided Switched Access (InterLATA and IntraLATA calls exchanged with a third-party IXC) traffic on a single LIS trunk group, Qwest, at CLEC's request, will declare a percent local use factor (PLU). Such PLU(s) will be verifiable with either call summary records utilizing Calling Party Number information for jurisdictionalization or call detail samples. CLEC should apportion per minute of use (MOU) charges appropriately.
- 1.5 Qwest assumes CLEC will be originating traffic destined for end users served by each Qwest access tandem in the LATA, therefore, CLEC must order LIS trunking to each Qwest access tandem in the LATA to accommodate routing of this traffic. Additionally, when there is more than one Qwest access tandem within the LATA boundary, CLEC must order LIS trunking to each Qwest access tandem that serves its end-user

customers' traffic to avoid call blocking. Alternatively, should CLEC accept the conditions as outlined in the SPOP Waiver (Exhibit A), trunking will not be required to each Qwest access tandem in a multi-access tandem LATA. CLEC needs trunking to each local tandem where it has a customer base if not utilizing the option of interconnecting at the access tandem for local as described in 1.3.1. The 512 CCS rule and other direct trunking requirements will apply for direct trunking to Qwest end offices.

- 1.6 If Direct Trunked Transport is greater than 50 miles in length, and existing facilities are not available in either Party's network, and the Parties cannot agree as to which Party will provide the facility, the Parties will jointly provision and construct facilities to a mid-point of the span, each at its own cost.
- 1.7 CLEC will provide notification to all Co-Providers in the local calling areas of CLEC's change in routing when CLEC chooses to route its traffic in accordance with Qwest's SPOP interconnection trunking.
- 1.8 Ordering
  - 1.8.1 SPOP in a LATA will be ordered based upon the standard ordering process for the type of facility chosen. See the Qwest Interconnection and Resale Resource Guide for further ordering information.
  - 1.8.2 CLEC will issue ASRs to disconnect/new connect existing access tandem trunk groups to convert them to SPOP trunk groups.
  - 1.8.3 In addition, the ASR ordering SPOP trunks will include SPOP Remarks "Single POP in LATA " and the SPEC Field must carry "SPOLATA ."

**EXHIBIT A**  
**SINGLE POINT OF PRESENCE WAIVER**

Qwest will waive the requirement for CLEC to connect to each Qwest Access Tandem in the LATA with this waiver amendment.

CLEC certifies that it will not originate any traffic destined for subtending offices of Qwest's Access Tandems for which CLEC seeks a waiver. Or, if CLEC does originate such traffic, that CLEC will route such traffic to a Non-Qwest network. In addition, CLEC certifies that it has no end users in the serving area of the Qwest Access Tandem for which CLEC seeks a waiver.

CLEC will send an electronic letter to Qwest indicating the Qwest access tandems subject to this waiver at the time of ordering trunks required to implement SPOP in the LATA. In addition, CLEC will provide a revised electronic letter to Qwest advising of any changes in the network configuration of the aforementioned access tandems. Should CLEC desire to begin serving end users in the serving area of a Qwest access tandem currently under this waiver, CLEC must first establish trunking to the Qwest access tandem. Additionally, should CLEC desire to originate traffic destined to a Qwest end office subtending a Qwest access tandem currently under this waiver, CLEC must first establish trunking to the Qwest access tandem.

Should this traffic occur, the Parties agree to meet within forty-five (45) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. CLEC will then have thirty (30) days from the date of meeting to correct such misrouting on that trunk group or groups. If further misrouting occurs or continues after that date on the same trunk group or groups as the original misrouting identified, the Parties agree to meet again within thirty (30) days of Qwest's identification of such misrouted traffic to discuss methods for avoiding future misrouting on that trunk group or groups. CLEC will then have thirty (30) days from the date of meeting to correct such misrouting. If further misrouting occurs or continues after that date on the same trunk group or groups, Qwest will consider this waiver null and void and all requirements in Attachment 1 or in the existing Interconnection Agreement currently in effect between the Parties will be reinstated. If the parties disagree about whether the traffic identified by Qwest was actually misrouted, the Parties agree to avail themselves of the dispute resolution provision of their interconnection agreement.