

June 22, 2018

# Via E-Filing Only

Filing Center Oregon Public Utility Commission P.O. Box 1088 Salem, OR 97308-1088 puc.filingcenter@state.or.us

Re: Bill and Keep Amendment to the Interconnection Agreement between Charter Fiberlink OR-CCVII, LLC and United Telephone Company of the Northwest d/b/a CenturyLink ARB 971

Dear:

Attached please find a Bill and Keep Amendment to the Interconnection Agreement between Charter Fiberlink OR-CCVII, LLC and United Telephone Company of the Northwest d/b/a CenturyLink. Also attached is a completed Carrier-to-Carrier Agreement Checklist, which includes the names of the parties, a contact person, and the type of filing. No paper copy will follow.

Please feel free to contact me if you have any questions concerning the attached. Thank you for your assistance.

Very truly yours,

re mostle

Carla M. Butler Paralegal

Attachment

310 SW Park Ave., 11<sup>th</sup> Flr. Portland, OR 97205 Tel. 503.242.5420 Fax. 503.242.8589 carla.butler@centurylink.com

# **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 use the information from 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 to the e-mail address listed below.

1.	PARTIES	Competitive Carrier	Incumbent Local Exchange Carrier
Name	of Party:		
Contac	ct for Processin	g Questions:	
Name			
Teleph	none:		
E-mail	:		
Contac	ct for Legal Que	estions (if different)	
Name:			
Teleph	none:		
E-mail	:		
Other Name:		g e-mail service of documents (if any)	
E-mail			
	Adoption: Ad Docket A	lopts existing carrier-to-carrier agreemer	
	• Parties to	prior agreement:	&
	New Agreeme	ent: Seeks approval of a new negotiated	agreement.
	□ NO	ement replace an existing agreement bet ket ARB	ween the parties?
		Amends an existing carrier to carrier ag	reement.
	$\Box \text{ NO}$ $\Box \text{ YES, Doc}$	e an agreement or amendment currently ket ARB, Filed rovided on CD, DVD or flash drive.	

## Bill and Keep Amendment to the Interconnection Agreement between United Telephone Company of the Northwest d/b/a CenturyLink and Charter Fiberlink OR-CCVII, LLC for the State of Oregon

This is an Amendment ("Amendment") to the Interconnection Agreement between United Telephone Company of the Northwest d/b/a CenturyLink ("CenturyLink"), and Charter Fiberlink OR-CCVII, LLC ("CLEC"). CenturyLink and CLEC shall be known jointly as the "Parties".

#### **RECITALS**

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the state of Oregon which was executed by the Parties on March 19, 2010 and

WHEREAS, the Parties desire to amend the Agreement further 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 adding terms, conditions and rates for Bill and Keep\_as set forth in Table 1, to this Amendment, attached hereto and incorporated herein by this reference.

#### Effective Date

This Amendment shall be deemed effective upon approval by the Commission, or by being permitted to go into effect by operation of law; however, the Parties may agree to implement the provisions of this Amendment upon execution. Order processing may not begin until all additional or updated information required has been provided by the CLEC and CenturyLink systems have been made ready to accept orders and issue bills.

#### **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 due to 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 regarding 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.

#### **Charter Fiberlink OR-CCVII, LLC**

## United Telephone Company of the Northwest d/b/a CenturyLink

DocuSigned by: 'eggy L. Giaminetti

Signature

Peggy Giaminetti Name Printed/Typed

VP, Circuit Operations Title 6/14/2018

Date

DocuSigned by: kimberly J. Powirk

Signature

Kimberly J. Povirk Name Printed/Typed

Director Sales Support Title

6/14/2018

Date

# ATTACHMENT 1

1 The following language is added or hereby replaces the existing language for reciprocal compensation, in the Agreement, in its entirety:

End Office, Tandem Switching and Shared Transport per MOU compensation will be on a bill and keep basis, with no compensation exchanged between the Parties.

## Table 1 - Rates

KEY CODES		United Telephone Company of the Northwest - OR	January 2018
MRC	NRC	ICA Elements	
		INTERCARRIER COMPENSATION	
		Reciprocal Compensation for Local Traffic	
			End Office,
			Tandem
			Switching and
			Shared Transport
		End Office, Tandem Switching and Shared Transport (Per MOU)	per Minute of Use
		Bill and Keep	\$0.00