

September 12, 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: REVISED - 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 revised 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. This Amendment replaces in its entirety the Bill and Keep Amendment filed with the PUC on June 22, 2018. 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,

rea hibrotle

Carla M. Butler

Paralegal

Attachment

# **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. P.	ARTIES Competitive Carrier	Incumbent Local Exchange Carrier			
Name of I	Party:				
Contact fo	or Processing Questions:				
Name					
Telephone	e:				
E-mail:					
Contact fo	or Legal Questions (if different)				
Name:					
Telephone	e:				
E-mail:					
Other Per	rsons wanting e-mail service of documents (if any)				
Name:					
E-mail:					
<ul> <li>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.</li> <li>Adoption: Adopts existing carrier-to-carrier agreement approved by the Commission.</li> <li>Docket ARB</li> </ul>					
•	Parties to prior agreement:	&			
☐ New Agreement: Seeks approval of a new negotiated agreement.					
Does adoption or agreement replace an existing agreement between the parties?  NO YES, Docket ARB					
·	Amendment: Amends an existing carrier to carrier agreem Docket ARB	nent.			
	filing replace an agreement or amendment currently pend NO	ling Commission approval?			
	YES, Docket ARB, Filed on _				
Atta	chment(s) provided 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.

### <u>AGREEMENT</u>

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.

Charter Fiberlink OR-CCVII, LLC

## **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.

**United Telephone Company of the** 

	Northwest d/b/a CenturyLink	
Docusigned by:  Pagy L. Giaminutti  46A670134222442  Signature	Docusigned by:  kimbuly J. Powik  8E361664DF3444F  Signature	
Peggy Giaminetti Name Printed/Typed	Kimberly J. Povirk  Name Printed/Typed	
VP, Circuit Operations Title	<u>Director Sales Support</u> Title	
6/14/2018	6/14/2018	
Date	 Date	

## **ATTACHMENT 1**

1. The following language is added, and hereby replaces the existing language in 56.1.1, with regard to 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 and ISP-Bound Traffic	
			End Office,
			Tandem
			Switching and
			Shared Transport
			per Minute of
		End Office, Tandem Switching and Shared Transport (Per MOU)	Use
		Bill and Keep	\$0.00

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