



CARLA M. BUTLER

April 7, 2017

Via E-filing Only

Ms. Cheryl Walker  
Oregon Public Utility Commission  
P.O. Box 1088  
Salem, OR 97308-1088  
[puc.filingcenter@state.or.us](mailto:puc.filingcenter@state.or.us)

Re: AlyricaTel Inc.'s Adoption of the Interconnection Agreement between United Telephone Company of the Northwest d/b/a CenturyLink and Comcast Phone of Oregon, LLC d/b/a Comcast Digital Phone ARB \_\_\_\_\_

Dear Ms. Walker:

Attached please find a fully executed Adoption by AlyricaTel Inc. of the Interconnection Agreement between United Telephone Company of the Northwest d/b/a CenturyLink and Comcast Phone of Oregon, LLC d/b/a Comcast Digital Phone (ARB 1131), Order No. 16-483, approved by the Commission on December 20, 2016. This Agreement will become a new ARB. 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 enclosed. Thank you for your assistance in this matter.

Very truly yours,

A handwritten signature in black ink that reads "Carla".

Carla Butler  
Paralegal

Attachment

310 SW Park Ave., 11<sup>th</sup> Fl.  
Portland, OR 97205  
Tel. 503.242.5420  
Fax. 503.242.8589  
[carla.butler@centurylink.com](mailto:carla.butler@centurylink.com)





**Adoption of the  
Interconnection Agreement**

**By**

**AlyricaTel Inc.**

**Adopting the  
Interconnection Agreement**

**Between**

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

**And**

**Comcast Phone of Oregon, LLC d/b/a Comcast Digital Phone**

**For the State of Oregon**

## **Adoption of the Interconnection Agreement**

This Adoption of the Interconnection Agreement ("Agreement") is entered into by and between United Telephone Company of the Northwest d/b/a CenturyLink ("CenturyLink"), and AlyricaTel Inc. ("CLEC"), each of which may be referred to herein as "Party", or collectively as "the Parties", to establish the terms, conditions and rates for local interconnection and the exchange of Local traffic for the State of Oregon.

**NOW THEREFORE**, the Parties agree as follows:

### **1. ADOPTED AGREEMENT**

- 1.1 This Agreement between the Parties shall consist of the Interconnection Agreement entered into by and between United Telephone Company of the Northwest d/b/a CenturyLink and Comcast Phone of Oregon, LLC d/b/a Comcast Digital Phone, that was approved by the Commission on December 20, 2016, Order No. 16-483 ("Adopted Agreement").
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement, including all amendments to that Adopted Agreement (the "Terms").
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect.

### **2. PARTY**

For the purposes of this Agreement, CLEC is hereby substituted in the Adopted Agreement for Comcast Phone of Oregon, LLC d/b/a Comcast Digital Phone.

### **3. PROVISIONS**

- 3.1 The Terms of the Comcast Phone of Oregon, LLC d/b/a Comcast Digital Phone Agreement are being adopted in its entirety by CLEC pursuant to CLEC's statutory rights under Section 252(i). The filing and performance by CenturyLink of the Terms does not in any way constitute a waiver by CenturyLink of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyLink of any or all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of CLEC's 252(i) election.
- 3.2 Should CLEC attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyLink reserves its rights to seek appropriate legal and/or equitable relief.
- 3.3 CLEC understands that it is providing a representation and warrants that it is complying with all provisions of the Adopted Agreement as of the effective date of the adoption.

### **4. EFFECTIVE DATE AND TERM**

- 4.1 This Agreement shall become effective on the date of Commission Approval ("Effective Date"); however the Parties may agree to implement the provisions of this Agreement upon execution by both Parties in which event neither Party will bring a dispute to require that an obligation incurred after execution must be fulfilled under the terms of the prior Agreement as long as this Agreement ultimately receives Commission Approval and so long as such obligations are fulfilled under the terms of this Agreement. However, the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations may take up to 60 days to accommodate any required initial processes.
- 4.2 In the event that the Parties currently have an existing Interconnection Agreement, this Agreement shall replace the existing Interconnection Agreement in its entirety beginning

on the Effective Date. However, nothing relieves the Parties from fulfilling all obligations incurred under that prior Interconnection Agreement, unless such obligation was incurred following execution of this Agreement and the Parties agreed to implement this Agreement and such obligations were fulfilled under this Agreement consistent with the foregoing paragraph.

4.3 The expiration date of this Adoption Agreement shall be the same as the expiration date of the agreement that is being adopted, which is December 20, 2019.

**5. NOTICES**

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

**To CenturyLink:**  
CenturyLink  
Director Wholesale Contracts  
930 15th Street, 6th Floor  
Denver, CO 80202  
Phone: 303-672-2879  
Email: [intagree@centurylink.com](mailto:intagree@centurylink.com)

**With Copy to:**  
CenturyLink Legal Department  
Wholesale Interconnection  
1801 California Street, 9th Floor  
Denver, CO 80202  
Phone: 303-383-6553  
Email: [legal.interconnection@centurylink.com](mailto:legal.interconnection@centurylink.com)

**To CLEC:**  
Kevin Sullivan  
President/CEO  
521B N 19<sup>th</sup>  
Philomath, OR 97370  
Phone: (541) 929-3330  
Email: [kevin.sullivan@alryica.net](mailto:kevin.sullivan@alryica.net)


**With Copy to:**  
Kristopher Twomey  
Consultant  
521B N 19<sup>th</sup>  
Philomath, OR 97370  
Phone: (541) 929-3330  
Email [kris@lokt.net](mailto:kris@lokt.net)

**6. REGULATORY REQUIREMENTS**

- 6.1 CLEC represents and warrants that it is authorized to provide telecommunications services in the State of Oregon.
- 6.2 The Parties will cooperate to file this Agreement with the Commission for approval and complete all attendant requirements of the Commission for such approval.

**IN WITNESS WHEREOF**, CLEC and CenturyLink have caused this Agreement to be executed by their respective duly authorized representatives.

**AlyricaTel Inc.**  
DocuSigned by:  
  
E54D99A984E8417...  
\_\_\_\_\_  
Signature  
  
Kevin Sullivan  
\_\_\_\_\_  
Printed Name  
  
President/CEO  
\_\_\_\_\_  
Title  
3/29/2017  
\_\_\_\_\_  
Date

**United Telephone Company of the Northwest d/b/a CenturyLink**  
DocuSigned by:  
  
766DEF6A149A455...  
\_\_\_\_\_  
Signature  
  
Diane Roth  
\_\_\_\_\_  
Printed Name  
  
Director – Wholesale  
\_\_\_\_\_  
Title  
3/30/2017  
\_\_\_\_\_  
Date