

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: Comcast Phone of Oregon, LLC dba Comcast
Digital Phone

United Telephone Company of the Northwest dba
CenturyLink

Contact for Processing Questions:

Name Katherine Kirchner

Josie Addington

Telephone:

206-806-7339

E-mail: kathy_kirchner@comcast.com

josie.addington@lumen.com

Contact for Legal Questions (if different)

Name:

Telephone:

E-mail:

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

Name:

Steve Dea

E-mail:

intagree@centurylink.com

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 approved by the Commission.

- Docket ARB _____

- 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 agreement.

Docket ARB 1131 _____

Does this filing replace an agreement or amendment currently pending Commission approval?

NO

YES, Docket ARB _____, Filed on _____

Attachment(s) provided on CD, DVD or flash drive.

**UNE Forbearance Amendment
to the Interconnection Agreement between
United Telephone Company of the Northwest d/b/a CenturyLink
and
Comcast Phone of Oregon, LLC dba Comcast Digital Phone
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”), a Colorado corporation, and Comcast Phone of Oregon, LLC dba Comcast Digital Phone (“Comcast”). CenturyLink and Comcast 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 on November 21, 2016; and

WHEREAS, on July 12, 2019, the Federal Communications Commission (the, “FCC” or “Commission”) released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the “UNE Transport Order”), which became effective upon release; and

WHEREAS, on August 2, 2019, the FCC released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the “UNE Analog Loop and Resale Forbearance Order”), which became effective upon release (together, with the UNE Transport Order, collectively referred to as the “Forbearance Orders”); and

WHEREAS, the Parties agree that the Forbearance Orders are changes in Applicable Law that, pursuant to the terms of the Agreement, must be incorporated through an amendment to the Agreement; and

WHEREAS, in order to implement the terms of the Forbearance Orders and consistent with the terms of the Agreement regarding changes in Applicable Law, 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 and conditions for UNEs as set forth in attachments and Exhibit A to this Amendment, attached hereto and incorporated herein by this reference. Any capitalized terms not defined specifically in this Amendment are as defined in the Agreement.

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 agree to implement the provisions of this Amendment upon execution.

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.

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.

**Comcast Phone of Oregon, LLC dba
Comcast Digital Phone**


Gloria Faust (Jan 27, 2021 17:19 EST)

Signature

Gloria Faust
Name Printed/Typed

Vice President Voice Product Management
Title
Jan 27, 2021

Date

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


Kimberly J. Povirk (Jan 27, 2021 17:45 CST)

Signature

Kimberly J. Povirk
Name Printed/Typed

Sr. Dir. Bus. Ops Wholesale Sales
Title
Jan 27, 2021

Date

ATTACHMENT 1

1. UNE Analog Loops

Pursuant to the terms of the Forbearance Orders, the terms and conditions under which Comcast may order and maintain Analog Unbundled Loops, as provided in the Agreement and Two-Wire/Four-Wire Unbundled Distribution Loop as provided in the Agreement (together, referred to as "Analog Unbundled Loops") are altered as follows:

- a. **Effective Date to February 2, 2020** - During the time period from the Effective Date of this Amendment until February 2, 2020, Comcast may order Analog Unbundled Loops pursuant to the applicable terms and conditions of the Agreement. In addition, Comcast may make changes in existing Analog Unbundled Loop arrangements, also pursuant to the applicable terms of the Agreement.
- b. **February 2, 2020 to August 2, 2022** - After February 2, 2020, Comcast cannot order any Analog Unbundled Loops from CenturyLink pursuant to the applicable provisions of the Agreement.
 - i. For any Unbundled Analog Loops procured under the terms of the Agreement ("Existing Analog Loops") on February 2, 2020 or prior, CenturyLink will continue to provide such Existing Analog Loops pursuant to the terms of the agreement, including the applicable rates delineated in Exhibit A of this Amendment.
 - ii. Comcast cannot make any changes to such Existing Analog Loops, as they will be treated in a "grandfathered" status, with continued receipt, maintenance or disconnection of the Existing Analog Loops the only options under the Agreement available to Comcast. If Comcast issues an order to change such services, it will be treated as a conversion to Special Access services being provided solely under the Tariffs, rather than under the Agreement; provided however, to the extent that in the course of maintenance activities, CenturyLink requires Comcast to reorder an Existing Analog Loop Service in order to respond to a maintenance issue, that order will not be deemed to be a change or disconnection of the Existing Analog Loop Service.
 - iii. Comcast agrees that it will no longer submit orders for Analog Unbundled Loops under the Agreement from CenturyLink after February 2, 2020. Comcast agrees that it is the responsibility of Comcast to ensure that no further orders for such Analog Unbundled Loops under the Agreement are submitted after February 2, 2020.
 2. In order to ensure compliance with these provisions, CenturyLink, on a periodic basis, may conduct an internal review of Comcast's order activity to identify any instances of Analog Unbundled Loops ordered under the terms of the Agreement after February 2, 2020.
 3. Should such instances be identified, the Parties further agree that CenturyLink will notify Comcast. Upon such notification, Comcast will take prompt action to either:

- a. Order such services as new special access service, if available, under the terms of an applicable CenturyLink Tariff or Price List;
 - b. If a commercial agreement governing Analog Unbundled Loop services is in place and effective, order such services as new under the terms of such commercial agreement; or
 - c. Disconnect such service.
3. CenturyLink may issue a bill, using the effective date of the change and the date that the applicable Analog Unbundled Loop was originally installed, for the difference between the Analog Unbundled Loop rate and the applicable special access rate, or, if applicable, the commercial agreement rate (“Analog Loop True-Up Bill”); provided however, a Analog Loop True-Up Bill will be issued no more than six (6) months following the date such service(s) was originally installed and effective.
- iv. Comcast agrees that any provisions in the Agreement that provide for Line Splitting or Loop Splitting are also removed and may no longer be ordered, as they all involve an order of an Unbundled Analog Loop. Any existing arrangements will be maintained during the time period of this section.
- c. **After August 2, 2022** - The Parties agree that CenturyLink will no longer provide any Unbundled Analog Loops under the terms of the Agreement after August 2, 2022, including any arrangements for Line Splitting or Loop Splitting. Comcast is solely responsible for either disconnecting such Analog Unbundled Loops or converting them to a service under the applicable Tariffs prior to August 2, 2022. For any Analog Unbundled Loops in place as of August 2, 2022, Comcast agrees that following notice consistent with the Notices requirements of the Agreement to Comcast identifying such Analog Unbundled Loops, Comcast will disconnect such Analog Unbundled Loops or CenturyLink will convert any such Analog Unbundled Loops to the appropriate Special Access service under the applicable Tariff, and Comcast is then responsible for such services under that Tariff. In addition, should any charges be applicable under the Special Access Tariff as part of that conversion, Comcast agrees that it is responsible for payment of such charges. As Line Splitting and Loop Splitting are not available service under CenturyLink’s Tariffs, Comcast must convert to alternative arrangements that meet its needs, as such arrangements will be terminated after August 2, 2022, following notice consistent with the Notices requirements of the Agreement from CenturyLink.
- d. **UNE Combinations** – Any UNE Combinations provided under the Agreement that might include UNE Analog Loop are also treated as UNE Analog Loops under this Agreement.

2. UNE Transport

Pursuant to the terms of the Forbearance Orders, the terms and conditions under which Comcast may order and maintain Unbundled Dedicated Transport, as provided in the Agreement and Enhanced Extended Loop (“EEL”), as provided in the Agreement (together, referred to as “UNE Transport”) are altered as follows:

- a. **Effective Date to January 12, 2020** - During the time period from the Effective Date of this Amendment until January 12, 2020, Comcast may order UNE Transport pursuant to the applicable terms and conditions of the Agreement. In addition, Comcast may make changes in existing UNE Transport arrangements, also pursuant to the applicable terms of the Agreement.
- b. **January 12, 2020 to July 12, 2022** - After January 12, 2020, Comcast cannot order any UNE Transport from CenturyLink pursuant to the applicable provisions of the Agreement that has each endpoint in one of the Serving Wire Centers listed on the Wholesale website: <http://www.centurylink.com/wholesale/clecs/nta.html#UNE-F> (“Forbearance UNE Transport”). For any UNE Transport that does not meet the definition of Forbearance UNE Transport, such UNE Transport will continue to be available and provided under the terms of the Agreement, including the terms under which it may be withdrawn.
 - i. For any Forbearance UNE Transport procured under the terms of the Agreement (“Existing Forbearance UNE Transport”) on January 12, 2020 or prior, CenturyLink will continue to provide such Existing Forbearance UNE Transport pursuant to the terms of the Agreement, including the applicable rates delineated in Exhibit A of this Amendment.
 - ii. Comcast cannot make any changes to such Existing UNE Transport, as they will be treated in a “grandfathered” status, with continued receipt, maintenance or disconnection of the Existing UNE Transport the only options under the Agreement available to Comcast. If Comcast issues an order to change such services, it will be treated as a conversion to Special Access services being provided solely under the Tariffs, rather than under the Agreement; provided however, to the extent that in the course of maintenance activities, CenturyLink requires Comcast to reorder an Existing UNE Transport in order to respond to a maintenance issue, that order will not be deemed to be a change or disconnection of the Existing UNE Transport.
 - iii. Comcast agrees that it will no longer submit any orders for Forbearance UNE Transport under the Agreement from CenturyLink after January 12, 2020. Comcast agrees that it is the Comcast’s responsibility to ensure that no further orders for such Forbearance UNE Transport under the Agreement are submitted after January 12, 2020.
 1. In order to ensure compliance with these provisions CenturyLink, on a periodic basis, may conduct an internal review of Comcast’s order activity to identify any instances of Forbearance UNE Transport ordered under the terms of the Agreement after January 12, 2020.

2. Should such instances be identified, the Parties further agree that Comcast will promptly disconnect such service(s).
- c. **After July 12, 2022** - The Parties agree that CenturyLink will no longer provide any Forbearance UNE Transport under the terms of the Agreement after July 12, 2022. Comcast is solely responsible for either disconnecting such Forbearance UNE Transport or converting to Special Access service under the applicable Tariffs prior to July 12, 2022. For any Forbearance UNE Transport in place as of July 12, 2022, Comcast agrees that following a notice consistent with the Notices requirements of the Agreement to Comcast identifying such Forbearance UNE Transport, Comcast will either disconnect such Forbearance UNE Transport or CenturyLink will convert any such Forbearance UNE Transport to the appropriate Special Access service under the applicable Tariff, and Comcast is then responsible for such services under that Tariff. In addition, should any charges be applicable under the Tariff as part of that conversion, Comcast agrees that it is responsible for payment of such charges.

Table 1 - Rates

KEY CODES		United Telephone Company of the Northwest - OR	January 2020	
MRC	NRC	ICA Elements		
		Loops (Rates Include NID Charge) (*A, *B)	MRC	NRC
		2-Wire Analog		
I0020		Band 1	\$25.11	
I0021		Band 2	\$41.08	
I0022		Band 3	\$51.38	
I0023		Band 4	\$96.70	
	I0027	First Line		\$92.27
	I0028	Second Line and Each Additional Line (same time)		\$27.44
	I0029	Re-install (Cut Thru and Dedicated/Vacant)		\$41.50
	I0030	Disconnect		\$47.30
		4-Wire Analog		
I0031		Band 1	\$41.31	
I0032		Band 2	\$67.34	
I0033		Band 3	\$84.10	
I0034		Band 4	\$157.93	
	I0038	First Line		\$111.11
	I0039	Second Line and Each Additional Line (same time)		\$46.29
	I0040	Re-install (Cut Thru and Dedicated/Vacant)		\$56.85
	I0041	Disconnect		\$47.30
		Sub Loops (Rates Include NID Charge) (*A, *B)	MRC	NRC
		Sub-Loops Interconnection (Stub Cable)		ICB
		2 Wire Voice Grade and Digital Data Distribution		
I0114		Band 1	\$11.13	
I0115		Band 2	\$15.94	
I0116		Band 3	\$18.71	
I0117		Band 4	\$24.33	
	I0121	First Line		\$96.81
	I0122	Second Line and Each Additional Line (same time)		\$31.99
	I0123	Disconnect		\$52.38
		UNE Multiplexing (*A, *B)	MRC	NRC
I0134	I0135	Multiplexing - DS1-DS0 (per DS1) - (Shelf only, rate does not include cards)	\$156.29	\$89.86
		DS1-DS0 Disconnect		\$19.67
		EEL Combinations (*A, *B)	MRC	NRC
		Enhanced Extended Link (EEL) is a combination of Loop, Transport and Multiplexing (when applicable). Refer to the specific UNE section (transport, loop, multiplexing) in this document to obtain pricing for each specific element.		
		See Rate Element / Service Order / Installation/Repair Center section of this price sheet for EEL Conversion Charges.		
		Multiplexing (*A, *B)	Included in Loop MRC	Included in Loop NRC
		Note: Multiplexer pricing available through Enhanced Extended Loop (EELs) facility leases		
	*A	The Federal Communications Commission (the, "FCC" or "Commission") released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the "UNE Transport Order"), and on August 2, 2019, released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the "UNE Analog Loop and Resale Forbearance Order") which altered CenturyLink's obligations to provide certain unbundled network elements. As a result, any rate with this footnote attached to it only applies to UNEs and Resold services according to the terms of the UNE/Resale Forbearance Amendment of the Agreement. Any rate with this footnote is no longer applicable in any way after August 2, 2022.		

Table 1 - Rates

KEY CODES		United Telephone Company of the Northwest - OR	January 2020
MRC	NRC	ICA Elements	
	*B	The rates in this table apply solely to services ordered for UNE/Resale on or before February 2, 2020. Any new services for UNE/Resale incorrectly ordered after February 2, 2020 will not have the discounts or rates applicable in this table, but instead will be subject to the applicable tariff, price list or catalog rates.	

Table 1 - Dedicated Transport

Dedicated Transport Price List				United Telephone Company of the Northwest - OR - January 2020					
<p>**** UNE Forbearance. The Federal Communications Commission (the, "FCC" or "Commission") released Order FCC 19-66, a Report and Order on Remand and Memorandum Opinion and Order in WC Docket Nos. 18-141, et al (the "UNE Transport Order"), and on August 2, 2019, released Order FCC 19-72, a Memorandum Opinion and Order in WC Docket 18-141 (the "UNE Analog Loop and Resale Forbearance Order") which altered CenturyLink's obligations to provide certain unbundled network elements. As a result, any rate with this footnote attached to it only applies to UNEs and Resold services according to the terms of the UNE/Resale Forbearance Amendment of the Agreement. Any rate with this footnote is no longer applicable in any way after August 2, 2022.</p>									
<p>*****The rates in this table apply solely to services ordered for UNE/Resale on or before February 2, 2020. Any new services for UNE/Resale incorrectly ordered after February 2, 2020 will not have the discounts or rates applicable in this table, but instead will be subject to the applicable tariff, price list or catalog rates.</p>									
Key Codes		Route (CLLI to CLLI)			Route (Exchange to Exchange)		Non-Impaired Routes	Dedicated DS1 Rate	Dedicated DS3 Rate
DS1	DS3	Rate Band	Originating	Terminating	Originating	Terminating			
D0047	D1047	47	ARTNORXARS0	THDLORXADS0	Arlington	The Dalles		Please See Interconnection Agreement for Rates.	
D0022	D1022	22	BEVRORXARS0	CODLORXARS0	Beaver	Cloverdale	****, ****		
D0023	D1023	23	BEVRORXARS0	PCCYORXXRS0	Beaver	Pacific City	****, ****		
D0024	D1024	24	BEVRORXARS0	TLMKORXARS0	Beaver	Tillamook	****, ****		
D0011	D1011	11	BTFLORXXRS0	WHCYORXXDS0	Butte Falls	White City			
D0019	D1019	19	BYCYORXARS0	GRBLORXARS0	Bay City	Garibaldi	****, ****		
D0020	D1020	20	BYCYORXARS0	RKWYORXARS0	Bay City	Rockaway	****, ****		
D0021	D1021	21	BYCYORXARS0	TLMKORXARS0	Bay City	Tillamook	****, ****		
D0026	D1026	26	CODLORXARS0	PCCYORXXRS0	Cloverdale	Pacific City	****, ****		
D0025	D1025	25	CSLCORXARS0	HDRVORXARS0	Cascade Locks	Hood River			
D0048	D1048	48	DLPTWAXARS0	THDLORXADS0	Dallesport, WA	The Dalles			
D0017	D1017	17	GLDLWAXARS0	HDRVORXARS0	Goldendale, WA	Hood River			
D0068	D1068	68	GLDLWAXARS0	THDLORXADS0	Goldendale, WA	The Dalles			
D0027	D1027	27	GRBLORXARS0	RKWYORXARS0	Garibaldi	Rockaway	****, ****		
D0028	D1028	28	GRBLORXARS0	TLMKORXARS0	Garibaldi	Tillamook	****, ****		
D0031	D1031	31	GRRNORXARS0	SHRDORXADS0	Grand Ronde	Sheridan	****, ****		
D0032	D1032	32	GRRNORXARS0	WLMNORXBRS0	Grand Ronde	Willamina	****, ****		
D0013	D1013	13	GRVYORXARS0	MOROORXARS0	Grass Valley	Moro			
D0033	D1033	33	HDRVORXARS0	MOSRORXXRS0	Hood River	Mosier	****, ****		
D0034	D1034	34	HDRVORXARS0	ODLLORXXRS0	Hood River	Odell			
D0035	D1035	35	HDRVORXARS0	PRDLORXXRS0	Hood River	Parkdale			
D0069	D1069	69	HDRVORXARS0	STSNWAXARS0	Hood River	Stevenson, WA			
D0037	D1037	37	HDRVORXARS0	THDLORXADS0	Hood River	The Dalles	****, ****		
D0052	D1052	52	HDRVORXARS0	WHSWAXXRS0	Hood River	White Salmon, WA			
D0018	D1018	18	LNCYORXXRS0	TLMKORXARS0	Lincoln City	Tillamook	****, ****		
D0073	D1073	73	LYLEWAXARS0	THDLORXADS0	Lyles, WA	The Dalles			
D0038	D1038	38	MOROORXARS0	RUFSORXARS0	Moro	Rufus			
D0071	D1071	71	MOROORXARS0	THDLORXADS0	Moro	The Dalles			
D0067	D1067	67	MOROORXARS0	WASCORXARS0	Moro	Wasco			
D0040	D1040	40	MOSRORXXRS0	THDLORXADS0	Mosier	The Dalles	****, ****		
D0041	D1041	41	ODLLORXXRS0	PRDLORXXRS0	Odell	Parkdale			
D0042	D1042	42	PRSPORXXRS0	SHCVORXXRS0	Prospect	Shady Cove			
D0043	D1043	43	PRSPORXXRS0	WHCYORXXDS0	Prospect	White City			
D0044	D1044	44	RKWYORXARS0	TLMKORXARS0	Rockaway	Tillamook	****, ****		
D0039	D1039	39	RSVTWAXARS0	THDLORXADS0	Roosevelt, WA	The Dalles			
D0045	D1045	45	RUFSORXARS0	WASCORXARS0	Rufus	Wasco			
D0046	D1046	46	SHCVORXXRS0	WHCYORXXDS0	Shady Cove	White City			
D0072	D1072	72	SHRDORXADS0	THDLORXADS0	Sheridan	The Dalles	****, ****		
D0001	D1001	1	SHRDORXADS0	WLMNORXBRS0	Sheridan	Willamina	****, ****		
D0054	D1054	54	THDLORXADS0	WHSWAXXRS0	The Dalles	White Salmon, WA			
D0050	D1050	50	THDLORXADS0	WSHRWAXARS0	The Dalles	Wishram, WA			
D0074	D1074	74	RUFSORXARS0	THDLORXADS0	Rufus	Dallesport			