



20575 NW Von Neumann Drive,
Suite 150
Hillsboro, OR 97006

January 4, 2008

Ms. Cheryl Walker
Administrative Hearings
Oregon Public Utility Commission
550 Capitol Street NE, Suite 215
Salem, Oregon 97301-2551

Re: ARB 469 – Amendment # 1 to the Agreement between Verizon Northwest Inc. and Comcast Phone of Oregon, LLC

Dear Ms. Walker:

Attached please find an original and two copies of an amendment to an interconnection agreement between Verizon Northwest Inc. and Comcast Phone of Oregon, LLC.

If you have any questions concerning this filing, please contact me at 972-718-3418.

Sincerely,

Kim Douglass
Sr. Staff Consultant – Regulatory and Government Affairs
kimberly.a.douglass@verizon.com

Enclosures

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 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 *Competitive Carrier* *Incumbent Local Exchange 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 approved by the Commission.

- Docket ARB
- Parties to prior agreement &

New Agreement: Seeks approval of 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

AMENDMENT NO. 1

to the

INTERCONNECTION AGREEMENT

between

**VERIZON NORTHWEST INC.,
f/k/a GTE NORTHWEST INCORPORATED**

and

COMCAST PHONE OF OREGON, LLC

This Amendment No. 1 (this "Amendment") is made by and between Verizon Northwest Inc., f/k/a GTE Northwest Incorporated ("Verizon"), a Washington corporation with offices at 1800 41st Street, Everett, WA 98201, and Comcast Phone of Oregon, LLC ("CDP") a Delaware limited liability company with offices at 1500 Market Street Philadelphia, PA 19102, and shall be deemed effective on December 7, 2007 (the "Amendment Effective Date"). Verizon and CDP are hereinafter referred to collectively as the "Parties" and individually as a "Party". This Amendment covers services only in Verizon's service territory in the State of Oregon (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated November 11, 2002 (the "Adoption Letter"), CDP adopted in the State of Oregon, the terms of the interconnection agreement between AT&T Communications of the Pacific Northwest Inc. and Verizon that was approved by the Oregon Public Utility Commission (such Adoption Letter and underlying adopted interconnection agreement referred to herein, together with the first amendment thereto, collectively being the "Agreement"); and

WHEREAS, CDP has requested that the Parties amend the Agreement to address the matters set forth herein.

NOW, THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties amend the Agreement as follows:

1. Amendment to Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment (including without limitation, Exhibit A attached hereto), all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Verizon Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").
2. Fiber Meet Arrangement Provisions.
 - 2.1 Each Party may request a Fiber Meet arrangement by providing written notice thereof to the other Party if each of the following conditions has been met: (a) the Parties have consistently been exchanging an amount of applicable traffic (as set forth in Section 2.7 below) in the relevant exchanges for which a Fiber Meet arrangement is requested equal to a utilization level of at least one (1) DS3 and (b) neither CDP nor any of CDP's affiliates has an overdue balance on any bill rendered to CDP or CDP's affiliates by Verizon or Verizon's affiliates for charges that are not subject to a good faith dispute. Any such Fiber Meet arrangement shall be subject to the terms of this Amendment.

- 2.2 Where the Parties have not consistently been exchanging an amount of applicable traffic (as set forth in Section 2.7 below) in the relevant exchanges for which a Fiber Meet arrangement is requested equal to a utilization level of at least one (1) DS3, CDP may still request a Fiber Meet arrangement by providing written notice thereof to Verizon (which request shall include a good faith, written forecast showing that the Parties will consistently exchange an amount of applicable traffic in the relevant exchanges for which a Fiber Meet arrangement is requested equal to a utilization level of at least one (1) DS3 within twelve (12) months from the date the Fiber Meet arrangement becomes operational), so long as each of the following conditions is met: (a) CDP, or any CDP affiliate, has previously submitted one (1) or more good faith, written forecasts to Verizon or Verizon's affiliates forecasting that the Parties would exchange an amount of applicable traffic equal to a utilization level of at least one (1) DS3 within twelve (12) months and each of such forecasts have been accurate; and (b) neither CDP nor any of CDP's affiliates has an overdue balance on any bill rendered to CDP or CDP's affiliates by Verizon or Verizon's affiliates for charges that are not subject to a good faith dispute. Any such Fiber Meet arrangement shall be subject to the terms of this Amendment.
- 2.3 If the condition in the foregoing Sections 2.2(a) is not satisfied (but neither CDP nor any of CDP's affiliates has an overdue balance on any bill rendered to CDP or CDP's affiliates by Verizon or Verizon's affiliates for charges that are not subject to a good faith dispute), CDP may still request a Fiber Meet arrangement by providing written notice thereof to Verizon (which request shall include a good faith, written forecast showing that the Parties will consistently exchange an amount of applicable traffic (as set forth in Section 2.7 below) in the relevant exchanges for which a Fiber Meet arrangement is requested equal to a utilization level of at least one (1) DS3 within twelve (12) months from the date the Fiber Meet arrangement becomes operational) so long as CDP, upon Verizon's request, promptly provides, an unconditional, irrevocable standby letter of credit naming Verizon as the beneficiary thereof and otherwise in form and substance satisfactory to Verizon from a financial institution acceptable to Verizon. The letter of credit shall be in an amount determined by Verizon based upon Verizon's anticipated costs (including, without limitation, labor at Verizon's Tariff rates for the deployment) of facilities for such Fiber Meet arrangement. Notwithstanding any other provision of this Amendment, Verizon shall not have an obligation under this Section 2.3 to establish a Fiber Meet arrangement until CDP provides such letter of credit to Verizon. If, twelve (12) months or more after establishment of a Fiber Meet arrangement between the Parties under this Section 2.3, Verizon determines that actual volumes of applicable traffic on the Fiber Meet arrangement are less than CDP's forecast, then Verizon may (but is not obligated to) draw on the letter of credit upon notice to CDP in respect of costs actually incurred by Verizon to deploy facilities on such Fiber Meet arrangement (and for the avoidance of any doubt, such costs shall include, without limitation, the costs of labor, at Verizon's Tariff rates therefor). If Verizon so draws on a letter of credit, CDP hereby irrevocably waives any right it may have to make a claim or the like with respect to (or in connection with) the amounts that Verizon has drawn. Any such Fiber Meet arrangement shall be subject to the terms of this Amendment.
- 2.4 In addition, the establishment of any Fiber Meet arrangement is expressly conditioned upon the Parties' mutual agreement, which shall not be unreasonably withheld, to the technical specifications and requirements for such Fiber Meet arrangement including, but not limited to, the location of the Fiber Meet points, routing, equipment (e.g., specifications of Add Drop Multiplexers, number of strands of fiber, etc.), software, ordering, provisioning, maintenance, repair, testing, augment and any other technical specifications or requirements necessary to implement the Fiber Meet arrangement. If the Parties are not able to agree to the technical specifications and requirements of a Fiber Meet arrangement, each Party may pursue the dispute resolution process set forth in the Amended Agreement.

- 2.5 For each Fiber Meet arrangement the Parties agree to implement, the Parties will complete and sign a Technical Specifications and Requirements document, the form of which is attached hereto as Exhibit A. Each such document will be treated as Confidential Information under the Amended Agreement. The Parties shall meet to discuss a Fiber Meet arrangement requested by either Party within forty-five (45) days of such request. The Parties will develop and mutually agree upon a Schedule for establishing a Fiber Meet arrangement under the terms of this Amendment. If the Parties are not able to reach agreement on any aspect of the requested Fiber Meet arrangement, each Party may pursue the dispute resolution process set forth in the Amended Agreement.
- 2.6 The Parties agree to consider the possibility of using existing fiber cable with spare capacity, where available, to implement any such request for a Fiber Meet arrangement. If existing fiber cable with spare capacity is not available, the Parties agree to minimize the construction and deployment of fiber cable necessary for any Fiber Meet arrangement to which they agree. The Parties shall use commercially reasonable efforts to establish any and all Fiber Meet points between the Parties no further than three (3) miles from an applicable Verizon Tandem or End Office. If the Parties agree that a Fiber Meet point cannot reasonably be established within three (3) miles from an applicable Verizon Tandem or End Office, the Parties shall consider and may agree to establish such Fiber Meet point further than three (3) miles from an applicable Verizon Tandem or End Office. Except as otherwise agreed by the Parties, which agreement shall not be unreasonably withheld, Verizon shall not be required to construct or deploy more than five hundred (500) feet of fiber cable for a Fiber Meet arrangement. If the Parties are not able to reach agreement on a Fiber Meet point, each Party may pursue the dispute resolution process set forth in the Amended Agreement.
- 2.7 A Fiber Meet arrangement established under this Amendment shall be used for the transmission and routing of only the following traffic types (over the Local/IntraLATA Trunks):
- 2.7.1 Local Traffic between the Parties' respective Customers;
 - 2.7.2 Translated LEC IntraLATA toll free service access code (e.g., 800/888/877) traffic between the Parties' respective Customers;
 - 2.7.3 IntraLATA Toll Traffic between the Parties' respective Customers;
 - 2.7.4 Transit Service Traffic; and
 - 2.7.5 Measured Internet Traffic.

To the extent that a Fiber Meet arrangement established under this Amendment is used for the transmission and routing of traffic of the types set forth in Sections 2.7.1 and/or 2.7.5, other than the obligation to pay intercarrier compensation charges pursuant to the terms of the Amended Agreement and transport charges to reach additional Verizon IPs and/or to provide additional CDP-IPs pursuant to the terms of the Amended Agreement and Section 2.10 of this Amendment, neither Party shall have any obligation to pay the other Party any charges in connection with any Fiber Meet arrangements established under this Amendment. To the extent that a Fiber Meet arrangement established under this Amendment is used for the transmission and routing of traffic of the type set forth in Section 2.7.2, such traffic shall be subject to the rates and charges set forth in the Amended Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established under this Amendment is used for the transmission and routing of traffic of the type set forth in Section 2.7.3, the Party originating such traffic shall

compensate the terminating Party for the transport and termination of such traffic at the rates and charges set forth in the Amended Agreement and applicable Tariffs. To the extent that a Fiber Meet arrangement established under this Amendment is used for the transmission and routing of traffic of the type set forth in Section 2.7.4, Verizon shall charge (and CDP shall pay) Verizon's applicable rates and charges as set forth in the Amended Agreement and Verizon's applicable Tariffs, including transport charges to the terminating Verizon Tandem.

2.8 At CDP's written request, a Fiber Meet arrangement established under this Amendment may be used for the transmission and routing of the following traffic types over the following trunk types:

- 2.8.1 Operator services traffic from CDP's Customers to an operator services provider over operator services trunks;
- 2.8.2 Directory assistance traffic from CDP's Customers to a directory assistance provider over directory assistance trunks;
- 2.8.3 911 traffic from CDP's Customers to 911/E-911 Tandem Office(s)/Selective Router(s) over 911 trunks; and
- 2.8.4 Jointly-provided Switched Exchange Access Service traffic, including translated InterLATA toll free service access code (e.g., 800/888/877) traffic, between CDP's Telephone Exchange Service Customers and third party purchasers of Switched Exchange Access Service via a Verizon access Tandem over Access Toll Connecting Trunks.

To the extent that a Fiber Meet arrangement established under this Amendment is used for the transmission and routing of any traffic of the types set forth in this Section 2.8, Verizon may bill (and CDP shall pay) Verizon's applicable Tariff rates and charges. For the avoidance of any doubt, Verizon may bill (and CDP shall pay) Verizon's applicable Tariff rates and charges for facilities and equipment between Verizon's access Tandem(s) and the applicable Fiber Meet point(s) associated with Access Toll Connecting Trunks. Except as otherwise agreed in writing by the Parties or as expressly set forth in Sections 2.7 and/or 2.8 of this Amendment, access services (switched and unswitched) and unbundled network elements shall not be provisioned on or accessed through Fiber Meet arrangements.

- 2.9 CDP will include traffic to be exchanged over Fiber Meet arrangements in its forecasts provided to Verizon under the Amended Agreement.
- 2.10 For the avoidance of any doubt, the point(s) where the Parties' facilities will meet under any Fiber Meet arrangement arrived at pursuant to this Amendment will serve as a CDP-IP under the Amended Agreement. The Fiber Meet point(s) of any Fiber Meet arrangement will also serve either: (1) as a Verizon IP for a particular Verizon Tandem Office if that Verizon Tandem Office is identified in Section 1 of the applicable "Technical Specifications and Requirements" document (i.e., if Section 1 identifies that Verizon Tandem Switch) and only for traffic destined to Verizon Customers served by a terminating End Office that subtenants that Verizon Tandem Office or (2) as a Verizon IP for a particular Verizon End Office if that Verizon End Office is identified in Section 1 of the applicable "Technical Specifications and Requirements" document (i.e., if Section 1 identifies that Verizon End Office) and only for traffic destined to Verizon Customers served by that Verizon End Office. Nothing herein shall be read to limit CDP's financial responsibility for transport to reach additional Verizon IPs as required under the Amended Agreement or to relieve CDP of its obligation to provide additional CDP-IPs as required under the Amended Agreement. To the extent CDP wishes to obtain transport

from a Verizon Tandem or End Office to reach additional Verizon IPs or to provide additional CDP-IPs, it can purchase such transport in accordance with the terms and conditions, including, without limitation, rates and charges, set forth in the Amended Agreement, in any applicable Tariff(s), or as may subsequently be approved by the Commission or agreed to between the Parties.

2.11 The last sentence of Section 41.2 of the Agreement is deleted in its entirety.

3. Miscellaneous Provisions.

- 3.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement only to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 3.1.
- 3.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 3.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 3.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 3.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 3.6 Joint Work Product. The Parties acknowledge that this Amendment is a joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon, and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
- 3.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties
- 3.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity or to require performance of any of the provisions of this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
- 3.9 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the following terms, as used in this Amendment, shall have the meanings set forth below:

3.9.1 Fiber Network Interface Device ("FNID").

A passive fiber optic demarcation unit designed for the interconnection and demarcation of optical fibers between two separate network providers.

3.9.2 Maintenance Control Office.

Either Party's center responsible for control of the maintenance and repair of a circuit.

3.9.3 Measured Internet Traffic.

Dial-up, switched Internet Traffic originated by a Customer of one Party on that Party's network at a point in a Verizon local calling area, and delivered to a Customer or an Internet Service Provider served by the other Party, on that other Party's network at a point in the same Verizon local calling area. Verizon local calling areas shall be as defined by Verizon. For the purposes of this definition, a Verizon local calling area includes a Verizon non-optional extended local calling scope arrangement, but does not include a Verizon optional extended local calling scope arrangement. Calls originated on a 1+ presubscription basis, or on a casual dialed (10XXX/101XXX) basis, are not considered Measured Internet Traffic. For the avoidance of any doubt, Virtual Foreign Exchange Traffic does not constitute Measured Internet Traffic. Virtual Foreign Exchange Traffic means calls in which a CDP Customer is assigned a telephone number with an NXX Code (as set forth in the LERG) associated with an exchange that is different than the exchange (as set forth in the LERG) associated with the actual physical location of such Customer's station.

3.9.4 Non-Revertive.

Where traffic is redirected to a protection line because of failure of a working line and the working line is repaired, traffic will remain on the protection line until there is either manual intervention or a failure of the protection line.

3.9.5 Primary Reference Source.

Equipment that provides a timing signal to synchronize network elements.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Comcast Phone of Oregon, LLC

Verizon Northwest Inc.

By:  _____

By:  _____

Printed: Susan Jin-Davis

Printed: Jeffrey A. Masoner

Title: Vice President, Corporate Development

Title: Vice President – Interconnection Services

Date: 12-18-07

Date: 12/21/07

Technical Specifications and Requirements

for

Comcast Phone of Oregon, LLC - Verizon Northwest Inc.
Fiber Meet Arrangement No. [XX]

The following technical specifications and requirements will apply to Comcast Phone of Oregon, LLC - Verizon Northwest Inc. Fiber Meet Arrangement [NUMBER] ("FM No. [XX]"):

1. FM No. [XX] will provide interconnection facilities for the exchange of applicable traffic (as set forth in the Amendment) between Verizon's [NAME OF TANDEM/END OFFICE] and CDP's [NAME OF TANDEM/END OFFICE] in the State of Oregon. A diagram of FM No. [XX] is included as Appendix A.
2. Fiber Meet Points ("FMPs").
 - 2.1 FM No. [XX] will be configured as shown on Appendix A. FM No. [XX] will have two FMPs.
 - 2.2 Verizon will provision a Fiber Network Interface Device ("FNID") at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [____] strands of its fiber optic cable in the FNID. The FNID provisioned by Verizon will be a [MANUFACTURER, MODEL]. Verizon will bear the cost of installing and maintaining its FNID. The fiber patch panel within Verizon's FNID will serve as FMP No. 1. Verizon will provide a fiber stub at the fiber patch panel in Verizon's FNID for CDP to connect [____] strands of its fiber cable [____] connectors. Verizon's FNID will be locked, but Verizon and CDP will have 24 hour access to their respective side of the fiber patch panel located in Verizon's FNID.
 - 2.3 CDP will provision a FNID at [POLE XX, STREET YY, TOWN ZZ, STATE] and terminate [____] strands of its fiber optic cable in the FNID. The FNID provisioned by CDP will be a [MANUFACTURER, MODEL]. CDP will bear the cost of installing and maintaining its FNID. The fiber patch panel within CDP's FNID will serve as FMP No. 2. CDP will provide a fiber stub at the fiber patch panel in CDP's FNID for Verizon to connect [____] strands of its fiber cable. CDP's FNID will be locked, but CDP and Verizon will have 24 hour access to their respective side of the fiber patch panel located in CDP's FNID.
3. Transmission Characteristics.
 - 3.1 FM No. [XX] will be built [e.g., as a ring configuration or as a point to point configuration].
 - 3.2 The transmission interface for FM No. [XX] will be [Synchronous Optical Network ("SONET")].
 - 3.3 Terminating equipment shall comply with [SONET transmission requirements as specified in Telcordia Technologies document GR-253 CORE (Tables 4-3 through 4-11)].
 - 3.4 The optical transmitters and receivers shall provide adequate power for the end-to-end length of the fiber cable to be traversed.
 - 3.5 The optical transmission rate will be [Unidirectional] OC-[XX].

- 3.6 The path switch protection shall be set as [Non-Revertive].
- 3.7 Verizon and CDP shall provide [Primary Reference Source traceable timing].
4. Add Drop Multiplexer.
- 4.1 Verizon will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. Verizon will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, Verizon must provide CDP with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware will be activated in Verizon's Add Drop Multiplexer.
- 4.2 CDP will, at its own cost, obtain and install (at its own premise) its own Add Drop Multiplexer. CDP will use a [MANUFACTURER, MODEL] Add Drop Multiplexer with firmware release of [X.X] at the network level. Before making any upgrade or change to the firmware of its Add Drop Multiplexer, CDP must provide Verizon with fourteen (14) days advance written notice that describes the upgrade or change to its firmware and states the date on which such firmware or software will be activated in CDP's Add Drop Multiplexer.
- 4.3 CDP and Verizon will monitor all firmware upgrades and changes to observe for any failures or anomalies adversely affecting service or administration. If any upgrade or change to firmware adversely affects service or administration of FM No. [XX], the firmware will be removed from the Add Drop Multiplexer and will revert to the previous version of firmware.
- 4.4 The Data Communication Channel shall be disabled between the Verizon and CDP Add Drop Multiplexers of FM No. [XX].
5. Testing.
- Prior to turn-up of FM No. [XX], Verizon and CDP will mutually develop and implement testing procedures for FM No. [XX]
6. Connecting Facility Assignment ("CFA") and Slot Assignment Allocation ("SAA").
- 6.1 For one-way and two-way trunk arrangements, the SAA information will be turned over to CDP as a final step of turn up of the FM No. [XX].
- 6.2 For one-way trunk arrangements established pursuant to the terms of the Agreement (to the extent the Agreement contains such terms), Verizon will control the CFA for the subtending facilities and trunks connected to Verizon's slots and CDP will control the CFA for the subtending facilities and trunks connected to CDP's slots. CDP will place facility orders against the first half of the *fully configured* slots (for example, slots 1-6 of a fully configured OC12) and Verizon will place orders against the second half of the slots (for example, slots 7-12). If either Party needs the other Party's additional slot capacity to place orders, this will be negotiated and assigned on a case-by-case basis. For SAA, Verizon and CDP shall jointly designate the slot assignments for Verizon's Add Drop Multiplexers and CDP's Add Drop Multiplexer in FM No. [XX].
- 6.3 For two-way trunk arrangements established pursuant to the terms of the Agreement (to the extent the Agreement contains such terms), CDP shall control the CFA for the subtending facilities and trunks connected to FM No. [XX]. CDP shall place facility and trunk orders against the total available SAA capacity of FM No. [XX].
7. Inventory, Provisioning and Maintenance, Surveillance, and Restoration.

- 7.1 Verizon and CDP will inventory FM No. [XX] in their operational support systems before the order flow begins.
- 7.2 Verizon and CDP will notify each other's respective Maintenance Control Office of all troubleshooting and scheduled maintenance activity to be performed on FM No. [XX] facilities prior to undertaking such work, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation. Each Party shall provide a timely response to the other Party's action requests or status inquiries.
- 7.3 Verizon will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on Verizon's side of the FMPs, as well as delivering its applicable traffic to the FMPs. CDP will be responsible for the provisioning and maintenance of the FM No. [XX] transport facilities on the CDP's side of the FMPs, as well as delivering its applicable traffic to the FMPs.
- 7.4 Verizon and CDP will provide alarm surveillance for their respective FM No. [XX] transport facilities. Verizon and CDP will notify each other's respective Maintenance Control Office of all troubleshooting and scheduled maintenance activity to be performed on the facility prior to undertaking such work, but no less than one (1) day prior to the outset of scheduled work, or as soon as practicable in an emergency, and will advise each other of the trouble reporting and maintenance control point contact numbers and the days and hours of operation. In the case of scheduled work, the Party providing notice of planned maintenance shall not unreasonably withhold agreement to reschedule such maintenance where the other Party timely indicates that the planned maintenance conflicts with other preplanned or unplanned network event(s).

8. Cancellation or Modification of FM No. [XX].

- 8.1 Except as otherwise provided in this Section 8, all expenses and costs associated with the construction, operation, use and maintenance of FM No. [XX] on each Party's respective side of the FMPs will be borne by such Party.
- 8.2 If either Party terminates the construction of the FM No. [XX] before it is used to exchange traffic, the Party terminating the construction of FM No. [XX] will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses.
- 8.3 If either Party proposes to move or change FM No. [XX] as set forth in this document, at any time before or after it is used to exchange traffic, the Party requesting the move or change will compensate the other Party for that Party's reasonable actual incurred construction and/or implementation expenses to move or change FM No. [XX]. Augments, moves and changes to FM No. [XX] as set forth in this document must be mutually agreed upon by the Parties in writing, which agreement shall not be unreasonably withheld.

COMCAST PHONE OF OREGON, LLC

VERIZON NORTHWEST INC.

By: _____

By: _____

Appendix A

Comcast - Verizon Fiber Meet No. [XX]
City, State