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May 18, 2023

**VIA E-FILING**

Oregon Public Utility Commission  
Attn: Filing Center  
201 High St. SE, Ste. 100  
Salem, OR 97308

Northwest Fiber, LLC d/b/a ZiPLY Fiber Communications (ZiPLY Fiber) hereby submits for filing an electronic copy of an Amended Adopted Interconnection Agreement between Northwest Fiber, LLC d/b/a ZiPLY Fiber Communications and Comcast Phone of Oregon, LLC. Also included is a completed Carrier-to-Carrier Agreement Checklist, which includes the names of the parties, contact person and the type of filing.

Please direct any questions on this filing to Suzie Bailey at [suzie.bailey@ziPLY.com](mailto:suzie.bailey@ziPLY.com).

Sincerely,

*Suzie Bailey*

Suzie Bailey  
Manager, Carrier Administration

Attachments



**AMENDMENT  
TO THE  
INTERCONNECTION AGREEMENTS  
BETWEEN  
NORTHWEST FIBER, LLC D/B/A ZIPLY FIBER  
AND  
COMCAST**

This Amendment ("Amendment") deemed effective upon signature of the Parties (the "Amendment Effective Date") amends each of the Interconnection Agreements (each, the "Agreement", collectively, the "Interconnection Agreements") by and between each of the Northwest Fiber, LLC d/b/a Zply Fiber incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Zply") and each of the Comcast wireline competitive local exchange carrier ("CLEC") affiliates, individually or collectively "Comcast"). Zply and Comcast may be referred to individually as a "Party" and collectively as the "Parties." Exhibit A hereto lists, to the best of the Parties knowledge, the Interconnection Agreements in effect as of the Effective Date. The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended. This Amendment covers only the services addressed in this Amendment that Zply provides in its operating territory in the states listed in Exhibit A.

**RECITALS**

A. Zply and Comcast, whether as original parties or as a result of Comcast's adoption of an agreement pursuant to 252(i) of the Communications Act of 1934 as amended (the "Act"), are Parties to an interconnection agreement under Section 251 and 252 of the Act (such interconnection agreement, as amended to date, being referred to as the "Agreement"); and

B. On October 28, 2020 the Federal Communications Commission ("FCC") released Order FCC 20-152, a Report and Order in WC Docket 19-308 for the Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services which became effective February 8, 2021 ("FCC UNE Relief Order");

C. The Parties, each without waiving any rights or arguments it may have with respect to whether an amendment is required to effectuate the FCC UNE Relief Order under the terms of the Agreements, wish to amend the Agreements as set forth in this Amendment; and

D. The Parties wish to amend the Agreements in accordance with the FCC UNE Relief Order and agree to do so under the terms and conditions contained in this Amendment.

**AGREEMENT**

In consideration of the mutual promises contained in this Amendment, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. The Amendment is composed of the foregoing recitals, exhibits and the terms and conditions contained herein, all of which are hereby incorporated by this reference and constitute a part of this Amendment.

2. Discontinuance of Digital UNE Loops (“Digital Loops”). As of February 8, 2023, Comcast may no longer order new Digital Loops pursuant to this Agreement in Wire Centers designated as urbanized areas by the United States Census Bureau. Any existing Digital Loops ordered on or before February 8, 2023 (“Digital Loop Embedded Base”) are grandfathered until February 8, 2025 pursuant to rates, terms and conditions of the Agreement, except that Zply may increase the then-current rate by 25% beginning February 8, 2024 for the last twelve months of the transition period. At the end of the transition period, Zply is no longer required to maintain existing Digital Loops in urbanized areas. Comcast shall convert the Digital Loop Embedded Base to a commercial offering, or an alternate arrangement, or disconnect such Digital Loop on or before February 8, 2025.
3. Discontinuance of DS1 UNE Loops (“DS1 Loops”). As of February 8, 2023, Comcast may no longer order new “DS1 Loops” pursuant to this Agreement in Wire Centers in counties deemed to be competitive. Any existing DS1 Loops ordered on or before February 8, 2023 (“DS1 Loop Embedded Base”) are grandfathered until July 8, 2024 pursuant to the rates, terms and conditions of the Agreement. Comcast shall convert the DS1 Loop Embedded Base to an alternate arrangement, or disconnect such DS1 Loop on or before July 8, 2024.
4. Discontinuance of DS3 UNE Loops (“DS3 Loops”). As of February 8, 2021, Comcast may no longer order new “DS3 Loops” pursuant to this Agreement in Wire Centers in counties deemed to be competitive. Any existing DS3 Loops ordered on or before February 8, 2021 (“DS3 Loop Embedded Base”) are grandfathered until February 8, 2024 pursuant to the rates, terms and conditions of the Agreement. Comcast shall convert the DS3 Loop Embedded Base to an alternate arrangement, or disconnect such DS3 Loop on or before February 8, 2024.
5. Discontinuance of UNE Dark Fiber Transport (“DFT”). As of February 8, 2021, Comcast may no longer order new “DFT” pursuant to this Agreement where the dark fiber transport is connected to a Tier 3 wire center located within ½ mile of competitive fiber as described in the FCC UNE Relief Order and designated by the FCC. Any existing UNE Dark Fiber Transport facility ordered before February 8, 2021 (“Dark Fiber Transport Embedded Base”) is grandfathered until February 8, 2029 pursuant to the rates, terms and conditions of the Agreement. Comcast shall convert the UNE Dark Fiber Transport Embedded Base to an alternate arrangement, or disconnect such UNE Dark Fiber Transport on or before February 8, 2029. If the FCC determines that additional wire centers are subject to forbearance, Comcast shall cease ordering DFT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
6. As of February 8, 2021, Comcast may no longer order new UNE Subloops or UNE Network Interface Devices (NIDs) pursuant to this Agreement.
7. As of February 8, 2021, CLEC may no longer convert existing Special Access circuits (as defined, ordered, and provisioned in Zply’s applicable tariffs or price lists) to UNEs.
8. Operations Support Systems (OSS). Zply is no longer required to offer OSS as an independent UNE nationwide, subject to the transition periods that apply to the corresponding UNEs, except where necessary to manage other UNEs, for interconnection, or for the local number port orders,
9. Additional Provisions
  - 9.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement 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 9.1.

- 9.2 Capitalization. Capitalized terms used and not otherwise defined in this Amendment have the meanings set forth in the Agreement or under the Communications Act of 1934, as amended.
- 9.3 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.
- 9.4 Headings/Captions. The Parties acknowledge that the headings and captions in this Amendment have been inserted solely for ease of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 9.5 Scope of Amendment. Except to the extent 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 Agreement or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
- 9.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties and that, for convenience, this Amendment has been drafted in final form by Zply. 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.
- 9.7 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, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

**[SIGNATURE PAGE FOLLOWS]**

**SIGNATURE PAGE**

The Parties have caused this Amendment to be executed as of the Amendment Effective Date.

**COMCAST**

**NORTHWEST FIBER, LLC D/B/A ZIPLY FIBER**

DocuSigned by:

*Leslie Fein*

By: \_\_\_\_\_

46C3A4E1D797462...

*Michael L Daniel*

By: \_\_\_\_\_

Printed: Leslie Fein

Printed: Michael L Daniel

Title: Sr. Vice President Procurement

Title: VP of Wholesale Sales

20-Apr-23

Date:

Date: 03 / 28 / 2023

**Exhibit A**  
**Interconnection Agreements**

<b>Zipty Legal Entity</b>	<b>Comcast Legal Entity</b>	<b>State</b>	<b>Effective Date</b>	<b>Amd No.</b>
Northwest Fiber, LLC. d/b/a Zipty Fiber Communications Northwest Inc (Contract # 14507)	Comcast Phone of Oregon, LLC	OR	11/25/2002	6
Northwest Fiber, LLC. d/b/a Zipty Fiber Communications Northwest Inc (Contract # 14482)	Comcast Phone of Washington, LLC	WA	1/8/2003	6

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Title	Comcast Contract for signature
File name	SIGNED Ziplly-Comc...Order 3-28-23.doc
Document ID	fed85321d8b6e00b2432e12cf9756d08a66af322
Audit trail date format	MM / DD / YYYY
Status	● Signed

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## Document History

 SENT	<b>03 / 28 / 2023</b> 21:55:48 UTC	Sent for signature to Mike Daniel (mike.daniel@ziply.com) from monica.chandler@ziply.com IP: 67.185.127.252
 VIEWED	<b>03 / 28 / 2023</b> 21:56:53 UTC	Viewed by Mike Daniel (mike.daniel@ziply.com) IP: 216.250.210.3
 SIGNED	<b>03 / 28 / 2023</b> 21:57:55 UTC	Signed by Mike Daniel (mike.daniel@ziply.com) IP: 216.250.210.3
 COMPLETED	<b>03 / 28 / 2023</b> 21:57:55 UTC	The document has been completed.