

BEFORE THE PUBLIC UTILITY COMMISSION

OF OREGON

UM 2028

In the Matter of

NORTHWEST FIBER, LLC, FRONTIER,
COMMUNICATIONS CORPORATION
AND FRONTIER, COMMUNICATIONS
ILEC HOLDINGS LLC,

Joint Application Declining to Assert
Jurisdiction Over, or, in the Alternative,
Approving the Transfer of Control of
Frontier Communications Northwest Inc.
and Citizens Telecommunications
Company of Oregon to Northwest Fiber,
LLC.

ORDER

DISPOSITION: STIPULATION ADOPTED

I. INTRODUCTION

In this order, we adopt an all-party stipulation regarding the sale of Frontier Communications Northwest Inc. and Citizens Telecommunications Company of Oregon from Frontier Communications Corporation and Frontier Communications ILEC Holdings LLC (collectively, Frontier) to Northwest Fiber, LLC (Northwest). The Oregon Citizens' Utility Board (CUB), Commission Staff, and Charter Fiberlink OR-CCVII, LLC (Charter), along with Frontier and Northwest (collectively, the joint parties), present 75 conditions for the sale in the stipulation, which include consumer protections, maintenance of services, financial conditions, oversight, and broadband investment proposed to benefit Frontier's existing customers and the people of Oregon.

On June 28, 2019, Northwest and Frontier filed an application requesting our approval for the transfer of assets and control of Frontier's operations to Northwest. CUB filed a notice of intervention on July 1, 2019, and Charter filed a petition to intervene on August 9, 2019. A prehearing conference was held on September 5, 2019. The parties participated in several rounds of settlement discussions, culminating in a joint stipulation,

and joint testimony filed on December 4, 2019. Witness affidavits were subsequently filed, and the stipulation and testimony were admitted into the case record on December 23, 2019. We adopt the stipulation attached as Appendix A, including the conditions for approval of the sale and transfer, as discussed below.

II. ELEMENTS OF THE PROPOSED TRANSACTION

The original application requested that we either decline to assert jurisdiction over the sale and transfer or, in the alternative, approve the transaction in accordance with Oregon law and administrative rules. The proposed transaction transfers control from Frontier to Northwest of network assets, operations, and entities in the states of Oregon, Idaho, Montana, and Washington for \$1.352 billion dollars. This includes all equity interests issued and outstanding.

Within Oregon, Northwest is acquiring Frontier Northwest, Inc., Citizens Telecommunication Company of Oregon (incumbent local exchange carriers, or Oregon ILECs). In addition, the transaction includes two Frontier ILEC subsidiaries.¹ Northwest will make significant broadband and other infrastructure investments to improve telecommunication and broadband services. Northwest notes its extensive experience operating, managing and expanding telecommunications and broadband operations, and provides assurances that Oregon customers will benefit from the significant investments in telecommunications and broadband infrastructure that Frontier proposes. The joint parties assert that the proposed transaction satisfies the “no harm” standard that we have employed in our consideration of similar transactions.

III. DISCUSSION

In this discussion, we review the terms of the stipulation. Next, we review and apply the “no harm standard,” finding that the transaction satisfies this test. Following this, we examine Northwest’s proposed network investments and capabilities to maintain the operations of the Oregon ILECs. Finally, as requested by the parties to the stipulation, we take official notice of the Securities and Exchange Commission (SEC) statement dated May 28, 2019, and some information from the initial application.

¹ The description of the sale in the initial, joint application indicates that the two additional ILEC subsidiaries are Citizens Communication of Idaho and Citizens Telecommunication of Montana that operate outside of Oregon but are owned by Frontier Communications Corporation.

A. The Stipulation

The stipulation includes the following terms, meant to ensure that service and rates for Frontier retail and wholesale customers will continue without disruption or degradation in service, and that contractual obligations to other customers and telecommunications companies will be maintained.

1. Consumer Protections and Reporting Requirements

Northwest agrees to follow the current Oregon ILEC price plans approved by the Commission in 2018. The Oregon ILECs will continue to provide intrastate transit service subject to the same rates, terms, and conditions provided at the time of the transaction closing date for three years, unless changes to transit service are approved by the Commission.

Northwest also agrees to provide Oregon with the opportunity to consider and adopt service quality and reporting obligations that Frontier and Northwest may stipulate or agree to in another state proceeding that may be reviewing the proposed transaction. Any of the parties to this stipulation may ask all other parties to convene and consider whether a subsequent condition adopted in another state should be integrated with conditions already agreed to in this stipulation. This excludes state-specific regulatory requirements, and anything tied to a specific geographic area. The proposed adoption of additional and subsequent conditions will be jointly filed by the parties in this docket for Commission consideration.²

2. Financial Conditions

Northwest has agreed to refrain from encumbering necessary and useful assets of the Oregon ILECs. Northwest will file annual financial reports with the Commission for at least three years after the closing of the transaction, unless it obtains an investment grade rating from two of three established credit rating agencies. Finally, Northwest has agreed to satisfy specific financial covenants designated as highly confidential. Northwest will file covenant terms 14 days prior to the closing of the transaction. These conditions allow Staff to monitor Northwest's financial fitness for a period of three years.

² Joint Stipulating Parties/100, Weed-Ellis-Farrell-Patrick-Scanlon/27 ("This is referred to by the Staff as a 'Most Favored State' clause). The purpose is to encourage settlement and make available potential conditions subsequently conferred in other states' stipulations or agreements that may benefit Oregon Frontier customers, allowing all customers affected by the transaction to receive the full benefit of the various settlement agreements resulting from the transaction.

3. *Safety and Long-Distance Conditions*

The joint parties state that Northwest affirms that it will comply with all applicable federal and Oregon safety standards and requirements, including ORS 757.035 and OAR 860 divisions 024 and 028.³ Within seven days after the close of the transaction, Northwest will provide the Commission with a list of contacts for safety and pole attachment matters, construction and plant operations, and emergency situations.

Long-distance conditions include a prohibition on the Oregon ILECs raising intrastate toll calling services for 120 days. This covers packaged or bundled service offerings of local, long-distance, and other services within the Oregon ILECs' tariffs and price lists. For 90 days or two billing cycles, whichever is longer, Northwest will ensure that the Oregon ILECs will waive any change charges for interLATA and intraLATA long distance service providers.⁴

4. *Wholesale and Support System Conditions*

All of the Oregon ILECs' existing agreements with wholesale customers, retail customers, and utility operators and licensees for services provided in Oregon, including, but not limited to, interconnection agreements, commercial agreements, line sharing commercial agreements, and special access discount and/or term plan agreements will be assigned to or assumed by Northwest or its subsidiaries and will be honored by Northwest unless noted within the stipulation. Northwest will not seek to recover through wholesale service rates any one-time transfer, branding, or transaction costs.

The list of support systems conditions is extensive, and includes all express support system conditions applying for 24 months following the transaction closing date. These provisions ensure that Oregon ILEC support centers are staffed with adequately trained personnel. Northwest will replicate the Oregon ILECs' operations support systems (OSS) and billing support systems (BSS) to maintain the same intervals, quality of service, accuracy and flow-through. Northwest will also ensure that the Oregon ILECs honor all rates, terms and obligations to competitive local exchange carriers, or CLECs, incorporated in interconnection agreements for 36 months after the close of the transaction.

³ ORS 757.035 provides the Commission with authority to promulgate safety rules, orders, and enforce such rules and orders; OAR 860-024 covers general safety requirements, and OAR 860-028 governs conduit and pole attachments.

⁴ "InterLATA" and "intraLATA" refer to a long distance call between Local Access and Transport Areas (LATAs) or within the same LATA, respectively.

Northwest will run its replicated OSS/BSS for 60 days prior to the closing date. Five days prior to closing, Northwest will provide a report to Staff with metrics on installation commitments, network trouble, and repair and out-of-service trouble cleared in 48 hours to demonstrate no material degradation from benchmark of quality service date for 12 months prior to the production of the replicated OSS/BSS systems. In addition, Northwest will confirm that its replicated OSS/BSS systems are fully operational prior to the close of the transaction.

5. *Consumer Services and OTAP/Lifeline/Tribal Conditions*

Northwest will designate and maintain sufficient staff to work with Staff to resolve customer complaints. Northwest will comply with the Commission's consumer service policies with regard to Commission-regulated complaint handling.

Northwest will designate primary and secondary individual contacts for daily communications with Staff regarding operational, customer service or reporting issues of the Oregon Telephone Assistance Program, Lifeline, Tribal Lifeline, and Tribal Link-up programs (OTAP). These contacts will respond to any Staff inquiry within two business days. Northwest will submit to Staff for review and approval any training materials for Northwest customer service representatives to distinguish the Oregon OTAP from other, similar state programs. Northwest will provide Staff a copy of the Oregon-specific monthly Lifeline Claims Worksheet for certified claims from the federal universal service fund in the Lifeline Claims System (LCS). In conjunction with this worksheet, Northwest Fiber will report the customers' names, residential addresses, phone numbers, and service type to Staff in an electronic format accessible by the Commission. Northwest Fiber will submit this form and the corresponding report within three business days of the date it submits the form to the LCS. Finally, Northwest will provide a customer sample bill that lists all OTAP discounts upon request by the Staff.

6. *Broadband Infrastructure Conditions*

Northwest commits to spend at least \$50 million on the improvement and expansion of fiber-based broadband infrastructure within the Oregon ILEC territories. This infrastructure will be capable of delivering approximately one gigabit symmetrical service to the recipient locations and customers within five years of the close of the transaction. Northwest will spend \$20 million of the total amount within the first three years. At least \$10 million will be utilized for broadband infrastructure outside of the

Portland Metropolitan Area, with \$5 million of this amount spent within the first three years.⁵

Next, Northwest commits that it will make additional investments in fiber-based broadband infrastructure, in order to ensure that 60 percent of locations throughout the combined Oregon ILEC service territories are capable of delivering approximately one gigabit symmetrical service within five years of the transaction closing. Further, Northwest will ensure that current customers receiving fiber-based services and the corresponding networks received from Frontier at closing will have symmetrical speeds of approximately one gigabit per second available to them within one year of the transaction closing.

In addition to the above spending, Northwest will continue to honor the broadband deployment obligations of the Oregon ILECs through participation in the Connect America Fund Phase II (CAF II) program to ensure that by the end of 2020, the 8,542 locations in the eligible census blocks in the Oregon ILECs' service areas have access to 10/1 Mbps broadband service as required by the FCC CAF requirements. Finally, the Oregon ILECs are prohibited from requesting authorization to discontinue offering residential customers the option to purchase voice service on a stand-alone basis for a period of five (5) years after the close of the transaction.

B. The Transaction Satisfies the “No Harm” Standard

We exercise our jurisdiction as authorized by ORS 759.375 and OAR 860-027-0025 to review the stipulation and its proposed conditions for the sale and transfer of control of Frontier's Oregon ILEC assets and operations to Northwest.⁶ In reviewing such transactions, the Commission has consistently applied the “public interest, do no harm” standard. This is a different standard than the “net benefits” test employed under ORS 757.511 for energy utility acquisitions.⁷ Staff, CUB and Charter, as co-signatories to the stipulation and witnesses in the joint supporting testimony, assert (along with

⁵ The stipulation defines the Portland Metropolitan Area as Clackamas, Multnomah, and Washington counties. Stipulation at 16 (Dec 4, 2019).

⁶ Joint Stipulating Parties/100, Weed-Ellis-Farrell-Pastrick-Scanlon/5. In the joint testimony supporting the stipulation, joint parties note the disagreement between parties on whether this Commission has jurisdiction. We agree with Staff, CUB, and Charter that this Commission has the statutory authority to review the proposed transaction. *See* ORS 759.375. Therefore, we exercise our statutory authority in this proceeding to ensure, as we are required to do, that this transfer of property “necessary and useful to the performance of [providing telecommunications service to Oregonians] * * *” is in the public interest and will result in no harm to customers of Frontier Northwest, Inc., and Citizens Telecommunication Company of Oregon.

⁷ *See, In the Matter of Embarq Corporation and CenturyTel, Inc. Joint Application for Approval of Merger Between the Two Companies and their Regulated Subsidiaries*, Docket No. UM 1416, Order No. 09-169 at 3 (May 11, 2009).

Frontier and Northwest) that the transaction elements and the corresponding conditions presented in the stipulation meet this “no harm” standard.

Staff states that the “no harm” standard is satisfied through four areas addressed within the 75 stipulation conditions: (1) significant investments in fiber-based broadband infrastructure; (2) Northwest’s strong financial position and the corresponding ability to make investments in infrastructure improvements—particularly when compared with Frontier’s current financial position—and the covenants within Northwest’s loan agreement; (3) Northwest’s agreement to a transition and testing plan to ensure a seamless transition upon transfer of control from Frontier to Northwest; and (4) a “most favored state clause” that ensures that Oregon customers will receive, on a proportionate basis, the same benefits as Frontier’s customers may receive in other states.⁸

CUB agrees with Staff that the “no harm” standard is satisfied. CUB points to Northwest’s commitment to significant broadband investments and the improvements to particular services that will result from such investments, and also notes that a certain percentage of this investment will occur outside of the Portland Metropolitan Area.⁹ CUB believes these investments and the associated benefits are in the public interest.

C. Northwest’s Investments are Expected to Benefit Customers, and Northwest has Demonstrated Capability to Maintain Oregon ILEC Operations

In the joint testimony, joint parties emphasize Northwest’s commitment to provide significant investment for network upgrades. The joint parties note that Northwest’s financial position is a significant improvement when compared to Frontier’s.¹⁰ The joint parties note that the proposed network improvement and expansion will result in a more robust network, improved services to customers, and may increase competition for telecommunication and broadband services, which in turn may benefit customers.¹¹

In addition to the benefits of this investment in network improvements, we also consider the sale’s impact on day-to-day operation and maintenance of the two Oregon ILECs. Northwest witness Steve Weed, in his qualification statement, states that he has “over 38 years of experience in telecommunications.”¹² This includes development and construction of fiber networks Electric Lightwave, Inc., Wave Broadband, and experience “in many roles in the telecommunications industry including as an investor, operator, and

⁸ Joint Stipulating Parties/100, Weed-Ellis-Farrell-Pastrick-Scanlon/24-27.

⁹ *Id* at 28-30.

¹⁰ *Id* at 8.

¹¹ *Id*.

¹² Joint Stipulating Parties/100A, Weed-Ellis-Farrell-Pastrick-Scanlon/Attachment A/1.

consolidator of telecommunication business.”¹³ Not mentioned in either the stipulation or joint testimony are the current employees that will be retained after the transaction. In his initial testimony, Mr. Weed states that he will lead the management team, and that Northwest will be provided assistance as needed from Frontier Communications Corporation for six months to three years after closing. Many Frontier employees (approximately 1,000 in the Pacific Northwest) will become Northwest employees after the transaction closing.¹⁴ The range of employees and their positions is also included in a table attached to Mr. Weed’s testimony. These employees include managers, engineering, equipment and network technicians, and customer support staff.¹⁵

Mr. Weed’s leadership role and experience in the telecommunications industry, Northwest’s retention of Frontier employees, and the agreement to continuing oversight by Staff demonstrate that Northwest appears to be capable of serving Oregon ILEC customers and further persuades us that the transaction meets the “no harm” standard. Therefore, we will take official notice of the portions of Mr. Weed’s testimony as referenced above.

D. Official Notice of SEC Statement

In a footnote within the testimony supporting the stipulation, the joint parties request that the Commission take official notice of the purchase agreement between Northwest and Frontier, contained within a SEC filing dated May 28, 2019.¹⁶ All parties to this case support the stipulation, including the request to take official notice. Therefore, in addition to the portions of Mr. Weed’s initial testimony referenced above, we supplement the record in this proceeding and take official notice of the SEC filing.¹⁷

IV. CONCLUSION

We conclude that the reporting requirements, financial covenants, significant broadband investment, and demonstration of Northwest’s operational capability, as a package, satisfy the “no harm” standard as required by ORS 757.375 and demonstrate that the sale and transfer are consistent with the public interest. The conditions as presented in the joint stipulation provide for transparency, ongoing compliance review, and serve as consumer protections for Oregon’s telecommunications customers, including those

¹³ *Id.*

¹⁴ Northwest Fiber LLC/100 Steve Weed/43, page 44.

¹⁵ Northwest Fiber LLC/103 Steve Weed/1.

¹⁶ The filing is extensive and available to view online:
<https://www.sec.gov/Archives/edgar/data/20520/000095015719000673/ex2-1.htm>.

¹⁷ OAR 860-001-460(1)(a) allows the Commission to take official notice of “all matters of which the courts of the State of Oregon take judicial notice.”

outside of the Portland Metropolitan Area. In addition, Northwest will maintain ongoing operations by employing Mr. Weed’s stated experience and the retention of 1,000 Frontier employees.

V. ORDER

IT IS ORDERED that:

1. We exercise jurisdiction over this transaction consistent with ORS 757.375 and we find the transaction with the proposed conditions are consistent with the “no harm” standard under this statute and therefore in the public interest.
2. We take official notice of the SEC filing dated May 28, 2019, as referenced on page three of the joint stipulation supporting testimony and as listed above.;
3. We take official notice of specific portions of Steve Weed’s initial testimony, as described in footnotes 14 and 15.
4. We adopt the stipulation filed by Northwest, Frontier, Charter, CUB, and Staff, attached as Appendix A, to govern the sale and transfer of assets and operations from Frontier to Northwest as described above.

Made, entered, and effective Jan 27 2020.



Megan W. Decker
Chair



Letha Tawney
Commissioner



Mark R. Thompson
Commissioner



A party may request rehearing or reconsideration of this order under ORS 756.561. A request for rehearing or reconsideration must be filed with the Commission within 60 days of the date of service of this order. The request must comply with the requirements in OAR 860-001-0720. A copy of the request must also be served on each party to the proceedings as provided in OAR 860-001-0180(2). A party may appeal this order by filing a petition for review with the Court of Appeals in compliance with ORS 183.480 through 183.484.

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NORTHWEST FIBER, LLC, FRONTIER,
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ILEC HOLDINGS LLC,

Joint Application Declining to Assert
Jurisdiction Over, or, in the Alternative,
Approving the Transfer of Control of Frontier.

STIPULATION

Northwest Fiber, LLC, Frontier Communications Corporation, Frontier Communications ILEC Holdings LLC, Citizens’ Utility Board of Oregon, Charter Fiberlink OR-CCVII, LLC, and the Public Utility Commission of Oregon Staff (Staff), appearing by and through its attorney, Elizabeth Uzelac, Assistant Attorney General (hereafter collectively referred to as the “Stipulating Parties,” or simply the “Parties”), enter into this Stipulation resolving all issues in this case. The Stipulating Parties agree to support and recommend that the Commission approve the Joint Application in this docket subject to the terms and conditions agreed to in this Stipulation.

DEFINITIONS

This Stipulation and supporting testimony will use the following terms:

“Applicants” means Northwest Fiber, Frontier Communications Corporation, and Frontier Communications ILEC Holdings LLC.

“Commission” shall mean the Public Utility Commission of Oregon.

“Company” or “Northwest Fiber” shall mean Northwest Fiber, LLC.

“Companies” shall mean all of Northwest Fiber and ILECs.

1 “Competitive Local Exchange Carrier” or “CLEC” shall include all competitive
2 telecommunications providers as defined under ORS 759.005(1).

3 “Current CLEC Customer” means any CLECs that have ordered services from the ILECs
4 within the last three years.

5 “Frontier” means “Frontier Communications Corporation.”

6 “ILECs” shall mean Citizens Telecommunications of Oregon and Frontier
7 Communications Northwest Inc., and “ILEC” shall mean either of the ILECs.

8 **GENERAL CONDITIONS**

9 1. Northwest Fiber shall ensure that the ILECs will keep books and records and
10 provide the Commission access to their respective books of account, as well as all documents,
11 data, and records as required by law or regulation. Northwest Fiber shall maintain the records of
12 the closing of the transaction and will provide reasonable access to these records to the
13 Commission. Northwest Fiber shall also maintain the records that evidence compliance with its
14 obligations contained within this Stipulation and will provide reasonable access to these records
15 to the Commission. The Companies may request confidential treatment of these records under
16 OAR 860-001-0070 and consistent with the Oregon Public Records Law (Chapter 192 ORS).

17 2. Northwest Fiber acknowledges that in the event that an ILEC chooses to become
18 rate-of-return regulated, the Commission reserves all rights it has under law to review, for
19 reasonableness, all financial aspects of this transaction in any rate proceeding or earnings review
20 under an alternative form of regulation and the ILEC reserves all rights it may have to object to
21 any request.

22 3. The Applicants shall immediately notify the Commission of any substantive
23 material changes to the transaction terms and conditions from those set forth in their Application
24 that: (1) occur while a Commission order approving the transaction is pending, or (2) occur
25 before the transaction is closed, but after the Commission issues its order approving the
26 transaction. The Applicants must also submit a supplemental application for an amended

1 Commission order in this docket if the substantive transaction conditions and terms affecting
2 Commission regulated services change.

3 4. Except as authorized by this Commission, Northwest Fiber will maintain a
4 corporate organizational structure that includes the two separate ILECs in Oregon (with each
5 ILEC maintaining its current allocated area). Northwest Fiber agrees that an application must be
6 filed with the Commission should it propose to merge, consolidate, or materially change the
7 corporate organizational structure of the ILECs.

8 5. Northwest Fiber will ensure that a notification of name change is provided,
9 including any change to the name by which an ILEC does business in Oregon, to all then-current
10 ILEC local exchange and long distance customers, per Oregon and FCC rules and regulations. In
11 addition, Northwest Fiber will provide the Commission's Consumer Services Section a draft
12 copy of the notice being sent to customers at least 15 days ahead of the required notice.

13 6. Northwest Fiber shall ensure that the ILECs follow their price plans, approved by
14 the Commission in 2018, pursuant to the terms of those price plans.

15 7. All of the ILECs' existing agreements with wholesale customers, retail customers,
16 and utility operators and licensees for services provided in Oregon, including, but not limited to,
17 interconnection agreements, commercial agreements, line sharing commercial agreements, and
18 special access discount and/or term plan agreements will be assigned to or assumed by
19 Northwest Fiber or its subsidiaries and will be honored by the Companies for the duration of
20 their current terms, unless otherwise addressed in this Stipulation.

21 8. Within three months of the closing of the transaction, Frontier or Frontier
22 Communications ILEC Holdings LLC will file with the Commission a Form O and a Form L, for
23 the period January 1, 2020 to the date of the transfer of ownership, for the ILECs. Reporting
24 requirements going forward will remain unchanged after the transaction, with each ILEC
25 submitting a Form O, Form I and Form L/C, as required by Commission rules and their price
26 plans.

1 9. Northwest Fiber shall ensure that the ILECs will provide the annual UM 1481
2 Phase Three Stipulation Accountability Report for all wire centers in their respective footprints
3 for 36 months following the close of the transaction or until the commitments in conditions 62
4 and 63 have been fully met.

5 10. Beginning with the first of the month following 12 months after close of the
6 transaction, and for three subsequent 12-month periods or until the commitments in conditions
7 62 and 63 have been fully met, Northwest Fiber shall file with the Commission an annual report
8 describing:

9 a. Northwest Fiber's investment in broadband infrastructure to evidence
10 compliance with condition no. 62;

11 b. The increased number of households with availability of symmetric gig
12 broadband speeds for Oregon customers to evidence compliance with condition no. 63;
13 and

14 c. Any changes in corporate organizational structure of the ILECs.

15 11. Northwest Fiber will provide to Commission Staff, in electronic form, all detailed
16 data required to be reported to the FCC related to broadband deployment and usage, including
17 but not limited to Form 477 data that the ILECs provide to the FCC for their service areas within
18 two weeks of it being provided to the FCC. This data shall be provided to the Commission
19 annually for three years beginning with the year after the closing of the transaction, subject to the
20 continuation of the requirement for filing with the FCC. The ILECs may request confidential
21 treatment of these filings under OAR 860-001-0070 and consistent with the Oregon Public
22 Records Law (Chapter ORS 192).

23 12. In the legacy ILEC service territories, Northwest Fiber will ensure that the ILECs
24 will continue to provide intrastate transit service (*i.e.*, switching service provided to carriers for
25 local and intraLATA toll services) subject to the same rates, terms, and conditions that were
26

1 provided as of the transaction closing date for at least three years following the transaction
2 closing date, unless or until changes to such transit service are approved by the Commission.

3 13. Northwest Fiber shall ensure that the ILECs will comply with 47 U.S.C. §§ 251
4 and 252. In the legacy Frontier ILEC service territory, the Companies will not seek to avoid any
5 obligations on the grounds that Frontier is exempt from any of the obligations pursuant to
6 Section 251(f)(1) or Section 251(f)(2) of the Communications Act for 36 months after the
7 transaction closing date.

8 14. Northwest Fiber shall ensure that the ILECs shall not engineer the transmission
9 capabilities of its network in a manner, or engage in any policy, practice, or procedure, that
10 disrupts or degrades access to the local loop, as required by 47 C.F.R. § 51.319(a)(8).

11 15. Before the transaction closing date, Frontier shall ensure that the ILECs will have
12 no outstanding obligations to the Commission with respect to surcharge or fee collection,
13 remittance, and reporting requirements.

14 16. Northwest Fiber shall ensure that the ILECs will comply with all obligations
15 arising from Commission Docket No. UM 1481 unless and until those obligations are modified
16 by the Commission.

17 17. Northwest Fiber shall ensure that the ILECs will continue to operate as common
18 carriers and will not seek to relinquish their ETC status without a six-month prior written notice
19 filed in Commission Docket No. UM 2028.

20 18. All Parties agree that the Commission shall have an opportunity and the authority
21 to consider and adopt in Oregon any reporting or service quality conditions to which the
22 Applicants have stipulated or otherwise agreed in another state commission proceeding
23 reviewing the proposed transaction for approval, even if such conditions are agreed to after the
24 Commission enters its order in this Oregon Docket No. UM 2028. The Applicants agree further
25 that any Party may ask that all Parties convene to discuss at the earliest practicable convenience,
26 where time is of the essence, if and how such conditions adopted by a commission in another

1 state proceeding should be integrated with any stipulated list of conditions already agreed to by
2 Parties so as to present the Commission with a revised Oregon stipulated set of conditions. To
3 facilitate such discussions, within five calendar days after the Applicants file a stipulation with
4 new or amended conditions in another state commission proceeding reviewing the proposed
5 transaction for approval, the Applicants will send a copy of the stipulation conditions to all
6 Oregon Parties.

7 Nothing herein provides for the consideration or adoption of conditions in other states
8 that are (i) tied to state-specific regulations, or (ii) tied to specific geographical areas. Any
9 specific quantitative conditions considered or adopted under this condition no. 18 shall first be
10 adjusted by the parties, conferring in good faith, to reflect differences between jurisdictions,
11 including without limitation costs, topography, existing infrastructure, density, rural or urban
12 character, population, number of homes passed, and the scale economics of the wire centers in
13 the territory.

14 If, after conferring as described above, the Parties agree on whether and how such
15 conditions should be adopted in Oregon, then the Parties shall set forth the agreed-upon proposed
16 conditions in an appropriate joint filing with the Commission, and shall support in that filing the
17 issuance by the Commission of an order incorporating the agreed-upon conditions as soon as
18 practical thereafter. If, despite conferring as described above, the Parties are unable to agree on
19 whether and how to adopt such conditions in Oregon, then the process for considering the
20 inclusion of the conditions agreed to in the other jurisdiction will be as follows:

21

22 a. Within five calendar days after a commission in another state jurisdiction issues
23 an order that accepts a stipulation to which Northwest Fiber, Frontier, or either one of the
24 ILECs are parties, or an order with a stipulated set of conditions for approval of the
25 proposed transaction, that order, together with all conditions for approval of the proposed
26

26

1 transaction, will be filed with the Commission and served on all parties to this Oregon
2 docket by the most expeditious means practical.

3 b. Within 10 calendar days after another state jurisdiction filing discussed in 18(a)
4 above (“Final Filing”), Parties other than the Applicants may file with the Commission
5 any response such other Parties wish to make, including their position as to whether any
6 of the conditions from the other jurisdiction (without modification of the language thereof
7 except such non-substantive changes as are necessary to make the condition applicable to
8 Oregon) should be adopted in Oregon.

9 c. Within 10 business days after any such response filing, the Applicants may file
10 a reply with the Commission.

11 d. If any of the dates above fall on Saturday, Sunday, or a holiday, the next
12 business day will be considered as the due date.

13 e. The Commission may then review the filings and the record, and issue an order
14 indicating whether and how such other-state conditions it will be adopted in Oregon.

15 **FINANCIAL CONDITIONS**

16 19. Northwest Fiber will not encumber the assets of the ILECs that are necessary or
17 useful in the performance of their duties to the public.

18 20. In the event that an ILEC chooses to become rate of return regulated in Oregon,
19 Northwest Fiber agrees that neither it nor the ILECs will seek to recover in Oregon intrastate
20 regulated retail or wholesale rates any acquisition premium paid by Northwest Fiber for the
21 ILECs. In such event, any acquisition premium will be recorded in the books at the parent level.

22 21. After the closing of the transaction and for a period of not less than three years,
23 Northwest Fiber must file with the Commission annual reports with:

24 a. Northwest Fiber’s audited financial statements;

25 b. Dividend payment declared by Northwest Fiber to its stockholders for the
26 same time period; and

1 c. Northwest Fiber may seek waiver of this condition if its post transaction
 2 issuer credit rating is affirmed as investment grade by two of the following credit
 3 rating agencies (or successors): Moody's, Fitch Ratings, Standard and Poor's
 4 Services.

5 22. Northwest Fiber has provided the Commission with a Term Sheet for the loan
 6 agreement for its Senior Secured Loan, which it will enter with respect to this transaction, pages
 7 NWF0033-NWF0038 of which contain terms labeled "Negative Covenants."¹ The
 8 corresponding loan agreement completed and executed by Northwest Fiber at closing of the
 9 proposed transaction will contain covenants substantially similar to these Negative Covenants;
 10 Northwest Fiber will file in this docket the updated terms at least 14 days prior to the closing of
 11 this transaction and may designate the updated terms as Highly Confidential Information under
 12 Modified Protective Order No. 19-261 in this docket. Northwest Fiber will provide annually a
 13 certification signed by an officer stating its compliance with the then-current covenants in the
 14 loan agreement.

15 SAFETY CONDITIONS

16 23. Northwest Fiber acknowledges and affirms it will comply with all applicable
 17 federal and Oregon safety standards and requirements, including the safety and reliability laws
 18 and rules in Oregon found in ORS 757.035, OAR 860 Division-024, and OAR 860 Division-028,
 19 as amended from time to time, on an ongoing basis, without a sunset date.

20 24. Within seven days after close of the transaction, Northwest Fiber agrees to
 21 provide the Commission a listing of Northwest Fiber's points of contact within its new
 22 organization for safety and pole attachment matters. Compliance report will be filed in Docket
 23 No. UM 2028. These points of contact shall cover NESC, construction and plant operations
 24 responsibilities, and including a contact person for emergency situations.

25 ¹ See Response of Northwest Fiber, LLC to the Public Utility Commission's Data Request 04.
 26 The Term Sheet is designated as Highly Confidential under the terms of the Modified Protective
 Order in this docket UM 2028 (Order No. 19-261).

1 25. Northwest Fiber shall ensure that Frontier Communications Northwest will honor
2 and ensure compliance with Commission Order No. 19-011. Northwest Fiber shall ensure the
3 ILECs comply with the administrative rules of the Oregon Utility Notification Center under
4 OAR Chapter 952 including but not limited to placing newly installed buried facilities on private
5 property at no less than 12 inches below ground level. This requirement remains in effect unless
6 changed by operation of applicable law.

7 **LONG DISTANCE CONDITIONS**

8 26. For at least 120 days following the close of the proposed transaction, Northwest
9 Fiber shall ensure that the ILECs will not raise intrastate toll calling services from the rates in
10 effect immediately prior to closing. This includes the packaged or bundled service offerings of
11 local, long distance, and other services in the ILECs' tariffs and price lists.

12 27. For 90 days (or a longer period that includes two full billing cycles if 90 days
13 does not include two full billing cycles) following initial toll-customer transfers, Northwest Fiber
14 shall ensure that the ILECs will waive any change charges, e.g., PIC change charges for interlata
15 and intralata long distance service providers.

16 **SUPPORT SYSTEMS CONDITIONS**

17 28. Unless otherwise expressly indicated herein, the conditions of approval in the
18 Support Systems Conditions section of this Stipulation shall apply for 24 months following the
19 transaction closing date.

20 29. Northwest Fiber shall ensure that the ILECs' support centers are sufficiently
21 staffed by adequately trained personnel dedicated exclusively to wholesale operations so as to
22 provide a level of service that is comparable to that which was provided by the ILECs prior to
23 the transaction and to ensure the protection of Competitive Local Exchange Carrier ("CLEC")
24 information from being used for Northwest Fiber's retail operations.

25 30. Northwest Fiber will cause the ILECs to honor all rates, terms and obligations to
26 CLECs under any current interconnection agreements (even if expired), including the terms of

1 any tariffs or pricing guides (or any successor thereto) incorporated by reference in said
2 interconnection agreements, and to the extent so incorporated, (the “Assumed ICAs”) for 36
3 months following the close of the transaction. In addition, all of the ILECs’ other existing
4 agreements with the CLECs for services provided in Oregon, including, but not limited to,
5 commercial agreements, pricing guides, line sharing commercial agreements, and special access
6 discount and/or term plan agreements, (the “Assumed Agreements”) will remain obligations of
7 the ILECs and will be honored for the duration of their current terms. To the extent a CLEC
8 seeks to negotiate a replacement for an Assumed ICA, Northwest Fiber will cause the ILECs to
9 permit use of the existing Assumed ICA as the starting draft for negotiating such ICA
10 replacement. This Stipulation modifies the term of the Assumed ICAs between the CLECs and
11 the ILECs, without the need for any other document to effect such modifications, unless
12 otherwise required by the Commission.

13 31. Northwest Fiber will cause the ILECs to process and complete LNP post-merger
14 so as to, at a minimum, meet Commission and FCC LNP requirements, and with at least the
15 same level of quality and intervals as the ILECs did prior to the closing date of the transaction.

16 32. After the transaction closing date, Northwest Fiber will cause the ILECs to
17 continue to adhere to the ILECs’ existing wholesale operations OSS Interface Change
18 Management Process (version 10/24/2017) (“Change Management Process”).

19 33. Prior to the transaction closing date, Frontier will cause the ILECs to adhere to the
20 terms of its Change Management Process with respect to any changes to, or replication of, its
21 OSS/BSS.

22 34. Northwest Fiber will cause the ILECs to use the ILECs’ replicated OSS/BSS for a
23 period of no less than 24 months after the transaction closing date, maintaining at least the same
24 intervals, quality of service, accuracy and flow-through, including for local service requests
25 associated with LNP and directory listings, and for access service requests and design layout
26 records associated with interconnection facilities, including trunks and DS-1 (and higher

1 capacity) facilities as was maintained by the ILECs prior to the transaction closing date, subject
2 to any changes made pursuant to the Change Management Process.

3 35. The CLECs shall not be required to make any major adjustments to any existing
4 systems or interfaces or to construct any new systems to interact with the ILECs' replicated
5 Virtual Front Office ("VFO"), which shall be effective prior to the transaction closing date.
6 Applicants shall give CLECs reasonable prior notice, but not less than any notice time period
7 required under the Change Management Process, of any such change to the VFO.

8 36. For a period of 24 months after the transaction closing date, Northwest Fiber will
9 cause the ILECs to provide the CLECs and the Commission with at least 180 days' written
10 notice, or such longer time period as required under the Change Management Process, of
11 Northwest Fiber's intent for the ILECs to transition to a new VFO, provided that no such change
12 to the VFO shall become effective until after the expiration of the 24 month period after the
13 transaction closing date.

14 37. Applicants shall provide the CLECs with a reasonable opportunity at a mutually
15 agreed upon time and location for testing of the ILECs' replicated OSS/BSS.

16 38. Northwest Fiber shall not seek to recover through wholesale service rates one-
17 time transfer, branding, or transaction costs.

18 39. Northwest Fiber shall ensure that the ILECs shall not seek to avoid any of their
19 obligations under any Assumed ICA on the ground that the ILEC is not an "incumbent local
20 exchange carrier," as such term is defined as of the transaction closing date under federal or state
21 law.

22 40. Northwest Fiber shall maintain updated escalation procedures, contact lists and
23 account manager information and will identify and assign a single point of contact for any
24 particular CLEC to address ICA, systems and/or other issues.

25

26

1 41. For a period of 24 months following the transaction closing date, neither
2 Northwest Fiber nor the ILECs shall directly file a petition for forbearance with the FCC
3 concerning obligations set forth in Sections 251 or 271 of the Federal Telecommunications Act.

4 42. Frontier must replicate the existing Frontier operations support systems, both
5 retail and wholesale, and use these replicated systems for sixty (60) days prior to the close date
6 of this transaction, or until the validation set forth in paragraph 45 of this Stipulation occurs,
7 whichever occurs sooner. The replication will enable facilities-based and resale wholesale
8 customers to operate post-transaction in a substantially similar way that they do pre-transaction.

9 43. Prior to going into production mode on the replicated systems, Frontier must
10 share with Commission Staff: (i) the "Program Test Strategy" Plan to be used to review the
11 replicated systems and (ii) results of pre-production functionality tests on the customer-affecting
12 systems that serve retail telecommunications customers showing that any severity level 1 failures
13 (defined as full service denials) have been resolved, along with validation by a third party
14 reviewer that the results are accurate.

15 44. An independent third party reviewer of Oregon results will be selected by Frontier
16 and Northwest Fiber LLC.

17 45. Northwest Fiber will not close the transaction unless and until it has validated that
18 the OSS are fully functioning and operational. Frontier must complete system testing and issue a
19 report to the Commission validating that the OSS are operational in accordance with the terms of
20 the purchase agreement at least five days prior to close. Frontier must provide retail service
21 quality reports to Commission Staff at least five days prior to close on the following service
22 quality metrics:

23 i. Installation Commitments - Percent of Commitments Met (reported at
24 statewide level);

25 ii. Network Trouble — Troubles per 100 Access Lines (reported at wire
26 center level); and

1 51. The Company agrees to comply with Commission’s Consumer Services policies
2 regarding Commission-regulated services complaint handling. This includes, but is not limited
3 to, responding to regular complaints within 10 business days, responding to urgent complaints
4 within 24 hours, providing all information requested by the Commission staff, such as repair
5 testing results, bill copies, billing and payment histories, etc.

6 52. Northwest Fiber will ensure that the ILECs continue addressing broadband
7 complaints received by the Commission’s Consumer Services Section consistent with the ILECs’
8 current practices. The parties understand that Northwest Fiber and the ILECs currently do not
9 consider broadband complaints to be within the Commission’s jurisdiction. However, the ILECs’
10 current practice is to inform Consumer Services staff as to whether or not the ILEC will refer the
11 customer’s complaint to the ILEC’s customer relations team for resolution.

12 **OREGON TELEPHONE ASSISTANCE PROGRAM/
13 LIFELINE/TRIBAL LIFELINE CONDITIONS**

14 53. For purposes of this stipulation, and unless stated otherwise, the Oregon
15 Telephone Assistance Program, Lifeline, Tribal Lifeline, and Tribal Link-up programs are
16 collectively referred to as “OTAP.” However, all conditions apply equally to all four programs
17 listed.

18 54. Northwest Fiber will report any discrepancy, in accordance with OAR 860-033-
19 0046(4) that prevents a customer from receiving the OTAP discount within five business days of
20 receiving notice of approved customers from the Commission.

21 55. Northwest Fiber will maintain sufficient staffing levels or designate a primary and
22 secondary contact individual for daily communications with Staff regarding OTAP operational,
23 customer service, and reporting issues.

24 a. Northwest Fiber will provide and update as necessary the designated
25 personnel’s contact information including but not limited to job title, e-mail address and
26 telephone number to Commission Staff.

1 b. The designated contacts will be the recipients of Commission reports and
2 will have the authority to enroll or de-enroll a customer.

3 c. Designated Northwest Fiber contacts will respond to Commission Staff
4 inquiries and requests within two business days. Northwest Fiber may notify Commission
5 Staff of the need for additional time to formulate a response, provided that the time
6 period does not exceed five business days.

7 56. Northwest Fiber will designate a contact for escalation of compliance or customer
8 service delivery issues raised by Commission Staff.

9 a. Northwest Fiber will provide, and update as necessary, the designated
10 contact's information including but not limited to job title, e-mail address and telephone
11 number to Commission Staff.

12 b. This contact will respond to Commission Staff within two business days.

13 c. Northwest Fiber may notify Commission Staff of the need for additional
14 time to formulate a response, provided that it does not exceed five business days.

15 57. Northwest Fiber customer service representatives may not enroll or re-enroll any
16 customer who has been de-enrolled or reported by Northwest Fiber as de-enrolled for any reason,
17 unless approved by the Commission (unless and until Oregon becomes part of the National
18 Verifier).

19 58. Northwest Fiber will submit to Commission Staff for review and approval the
20 training materials it will provide to Northwest Fiber customer service representatives to
21 distinguish how OTAP currently differs from other states Lifeline programs (unless and until
22 Oregon becomes part of the National Verifier program).

23 59. Northwest Fiber will provide Commission Staff a copy of the Oregon-specific
24 monthly Lifeline Claims Worksheet for certified claims from the federal universal service fund
25 in the Lifeline Claims System (LCS). In conjunction with this worksheet, Northwest Fiber will
26 report the customers' names, residential addresses, phone numbers, and service type to

1 Commission Staff in an electronic format accessible by the Commission. Northwest Fiber will
2 submit this form and the corresponding report within three business days of the date it submits
3 the form to the LCS.

4 60. Upon request by Commission Staff, Northwest Fiber will provide a sample copy
5 of a customer's bill that lists all OTAP discounts.

6 **BROADBAND INVESTMENT AND TELEPHONE SERVICE CONDITIONS**

7 61. Northwest Fiber will continue to honor the broadband deployment obligations of
8 the ILECs through participation in the Connect America Fund Phase II ("CAF II") program to
9 ensure that by the end of 2020, the 8,542 locations in the eligible census blocks in the ILECs'
10 Oregon service areas have access to 10/1 Mbps broadband service as required by the FCC CAF
11 requirements.

12 62. In addition to the CAF II spending, Northwest Fiber will ensure that the
13 Companies will expend at least \$50 million on improving and expanding fiber-based broadband
14 infrastructure, to locations and customers in the ILECs' Oregon territories, capable of delivering
15 approximately 1 gigabit symmetrical service to those locations and customers, within five years
16 of the close of transaction. Northwest Fiber will ensure that the Companies expend at least \$20
17 million of this amount in the first three years. Northwest Fiber will ensure the Companies expend
18 at least \$10 million outside of the Portland Metropolitan Area, and that at least \$5 million of the
19 expenditure outside of the Portland Metropolitan Area occurs in the first three years. For
20 purposes of this settlement, the Portland Metropolitan Area is defined as Clackamas,
21 Multnomah, and Washington counties.

22 63. In addition to the CAF II spending, Northwest Fiber will ensure that the
23 Companies will invest in the combined ILEC territories, such that no less than 60 percent of
24 locations in the combined ILEC territories in Oregon have access to fiber-based broadband
25 infrastructure capable of delivering approximately 1 gigabit symmetrical service within five
26 years of the close of the transaction.

1 64. In addition to the CAF II spending, Northwest Fiber will ensure that the
2 Company, on its own, or with the ILECs, will upgrade the fiber network in Oregon that it
3 receives at closing from Frontier such that those customers who received fiber-based services
4 will have symmetrical speeds of approximately 1 Gigabit per second available to them within
5 one year of the closing of the transaction.

6 65. Northwest Fiber will ensure that the ILECs will not request authorization, for a
7 period of five years following the closing of the transaction, to discontinue offering residential
8 customers the option to purchase voice service on a stand-alone basis.

9 **ADDITIONAL TERMS**

10 66. The Stipulating Parties support entering into evidence, without requiring any
11 Stipulating Party to lay a foundation for its admission, this Stipulation, Joint Testimony in
12 Support of the Stipulation, and additional supporting exhibits.

13 67. The Stipulating Parties have negotiated this Stipulation in good faith and
14 recommend that the Commission adopt the Stipulation in its entirety.

15 68. The Stipulating Parties agree that the Stipulation represents a compromise in the
16 positions of the Stipulating Parties. By entering into this Stipulation, no Stipulating Party shall
17 be deemed to have approved, accepted, or consented to the facts, principles, methods, or theories
18 employed by any other Stipulating Party in arriving at the terms of this Stipulation.

19 69. The Stipulating Parties agree that without the written consent of all Stipulating
20 Parties, evidence of conduct or statements, including but not limited to term sheets or other
21 documents created solely for use in settlement conferences in this docket, and conduct or
22 statements made at settlement conferences, are confidential and not admissible in the instant or
23 any subsequent proceeding, unless independently discoverable or offered for other purposes
24 allowed under ORS 40.190. Notwithstanding the foregoing, upon execution of this Stipulation
25 by all the Parties, the Applicants may (i) file the executed Stipulation in any other state utility
26 commission proceeding concerning approval the proposed transaction (and may request

1 confidential treatment for such a filing), or (ii) disclose this Stipulation in confidential settlement
2 discussions pertaining to such a proceeding.

3 70. The Companies reserve the right to designate any material submitted to the
4 Commission pursuant to this Stipulation as Confidential Information or Highly Confidential
5 Information under the Modified Protective Order No. 19-261 in this docket. In addition, the
6 Companies may request confidential treatment of such material under OAR 860-001-0070 and
7 the Oregon Public Records Law (Chapter 192 ORS).

8 71. The Parties agree that in the event that either: (i) the Applicants withdraw the
9 Application in this docket, or (ii) the Application fails to secure approval by the Commission,
10 then this Stipulation shall be void. Moreover, the agreements, representations and covenants
11 herein are expressly contingent upon consummation of the proposed transaction. Should the
12 proposed transaction not be consummated for any reason, this Stipulation shall be void.

13 72. If a Party fails to perform its respective obligations under this Stipulation, after
14 reasonable notice and opportunity to cure its default, then any Party to whom that obligation runs
15 may pursue enforcement actions with the Commission.

16 73. The Stipulating Parties have negotiated this Stipulation as an integrated
17 document. Accordingly, if the Commission rejects all or any material portion of this Stipulation,
18 or adds any material condition to any final order that is not consistent with this Stipulation, each
19 Stipulating Party reserves the right, upon written notice to the Commission and all parties to this
20 proceeding within 15 days of the date of the Commission's final order, to withdraw from the
21 Stipulation and to present additional evidence and argument on the record. Nothing in this
22 paragraph provides any Stipulating Party the right to withdraw from this Stipulation as a result of
23 the Commission's resolution of issues that this Stipulation does not resolve.

24 74. The Stipulating Parties understand that this Stipulation is not binding on the
25 Commission in the Application and does not foreclose the Commission from addressing any
26 other issues.

1 75. This Stipulation may be executed in any number of counterparts, each of which
2 will be an original for all purposes, but all of which taken together will constitute one and the
3 same agreement.

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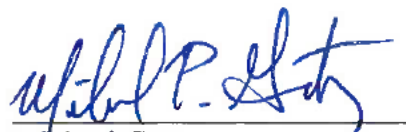
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CERTIFICATE OF SERVICE
UM-2028

I HEREBY CERTIFY that at all times mentioned herein, I was and am a resident of the state of Oregon, over the age of eighteen, not a party to the proceeding or interested therein, and competent to be a witness therein. On the date indicated below, I caused a true and correct copy of the Motion to Admit Stipulation and Supporting Testimony and to Adopt Stipulation; the Affidavit of Brett Farrell; the Stipulation; the Joint Testimony in Support of the Stipulation, and Attachment A, to the Oregon Public Utilities Commission via electronic service.

DATED at Portland, Oregon, this 7th day of August, 2019.

/s/ Christie Quinn

Christie Quinn, Legal Assistant
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