



May 5, 2015

805 Central Expressway South
Suite 200
Allen, Texas 75013

Phone 972-908-4415
Fax 214-383-2737
Email: kimberly.a.douglass@ftr.com

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

Re: ARB 540 - Amendment No. 4 to the Agreement between Frontier Communications Northwest Inc. f/k/a Verizon Northwest Inc. and XO Communications Services, LLC f/k/a/ XO Oregon, Inc.

Dear Ms. Walker:

Attached please find an amendment between Frontier Communications Northwest Inc. f/k/a Verizon Northwest Inc. and XO Communications Services, LLC f/k/a/ XO Oregon, Inc.

Please call me at (972) 908-4415 if you have any questions.

Sincerely,

A handwritten signature in black ink that reads "Kim Douglass". The signature is written in a cursive style with a long horizontal flourish at the end.

Kim Douglass
Manager
Compliance – Regulatory Affairs

Attachments

CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will use the information from this form to determine how to process the filing. Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement to the e-mail address listed below.

1. PARTIES	<i>Competitive Carrier</i>	<i>Incumbent Local Exchange Carrier</i>
Name of Party:	XO Communications Services, LLC	Frontier Communications Northwest Inc.

Contact for Processing Questions:

Name	Gegi Leeger	Kim Douglass
Telephone:	703-547-2109	972-908-4415
E-mail:	gegi.leeger@xo.com	kimberly.a.douglass@ftr.com

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 a new negotiated agreement.

Does adoption or agreement replace an existing agreement between the parties?

- NO
- YES, Docket ARB _____

Amendment: Amends an existing carrier to carrier agreement.
Docket ARB 540

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

- NO
- YES, Docket ARB _____, Filed on _____

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

AMENDMENT NO. (4)
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
FRONTIER Communications Northwest Inc.
AND
XO Communications Services, LLC

This Amendment No. (4) (this "Amendment") the amendment shall become effective on the date of Commission approval; however, the Parties agree to implement the provisions of this Amendment effective July 1, 2014 (the "Amendment Effective Date") by and between Frontier Communications Northwest Inc.. f/k/a GTE Northwest Inc., a Washington corporation, ("Frontier") with offices at 3 High Ridge Park, Stamford, CT 06905, and XO Communications Services, LLC ("XO") a limited liability company registered in Delaware, with offices at 13865 Sunrise Valley Drive, Herndon, VA 20171. Frontier and XO may be hereinafter referred to individually as a "Party" and collectively as the "Parties". This Amendment only covers the services addressed herein that Frontier provides in its operating territory, in the legal entity of Frontier Communications Northwest Inc for the state of Oregon (the "State").

WITNESSETH:

WHEREAS, Frontier and XO are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated July 9, 2009 in ARB 540 (the "Agreement"); and

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

1. Amendment to Agreement. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, 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 or a Frontier Tariff.
2. **Miscellaneous Provisions**
 - 2.1 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 2.

- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Frontier 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.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 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, 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.

3. **Definitions.**

3.1 "VoIP-PSTN Traffic" includes any traffic previously referred to in the Agreement as "VoIP" or "VoIP Traffic", and is defined as traffic which is exchanged between the Parties in Time Division Multiplexing ("TDM") format that originates and/or terminates at an end user location in Internet Protocol ("IP") format, as determined in the USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011).

3.2 "Local VoIP-PSTN Traffic" is VoIP-PSTN Traffic that physically originates and terminates within the same Frontier local calling area, or mandatory extended area service (EAS) area, as defined by the Commission or, if not defined by the Commission, then as defined in existing Frontier Tariffs, and shall be considered to be "Local Traffic" as such term is used in the Agreement.

3.3 "Toll VoIP-PSTN Traffic" is VoIP-PSTN Traffic that physically originates and terminates in separate Frontier local calling areas, or mandatory extended area service (EAS) areas, as defined by the Commission or, if not defined by the Commission, then as defined in existing Frontier Tariffs.

4. **Reciprocal Compensation.** Upon the Amendment effective date, Reciprocal compensation rates in this Agreement will be phased down as provided in the USF/ICC

Transformation Order FCC 11-161 (rel. November 18, 2011) as such order may be revised, reconsidered, modified or changed in the future. For clarity, Reciprocal Compensation rates are capped and subject to reductions pursuant to the FCC's Reform Timeline as outlined in paragraph 801 of FCC 11-161, or as such Reform Timeline may be revised, reconsidered, modified or changed in the future.

5. VoIP Traffic. Upon following the Amendment effective date, VoIP-PSTN Traffic exchanged pursuant to this Agreement will be governed by the default provisions of USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011) as such order may be revised, reconsidered, modified or changed in the future. For clarity, and subject to any future revisions, reconsiderations, modifications or changes in the USF/ICC Transformation Order, interexchange Toll VoIP-PSTN Traffic terminated to either Party is subject to applicable access charges, and Local VoIP-PSTN Traffic terminated to either Party is subject to the reciprocal compensation provisions of this Agreement. The Parties agree access charges will comply with all FCC mirroring and default phase-down requirements.

6. Notices

- 6.1 All notices required under the Agreement shall be sent to the contacts listed below and includes, but is not limited to, notice for legal, regulatory, billing, tax related documents, and insurance related documents.

To Frontier:

Frontier Communications
Attn: Director, Business Operations – Carrier Services
180 S. Clinton Ave
Rochester, NY, 14646

With Copy to:

Frontier Communications
Attn: Associate General Counsel
180 S. Clinton Ave
Rochester, NY 14646

To XO:

XO Communications
Attn: Gegi Leeger, Director – Regulatory Contracts
13865 Sunrise Valley Drive
Herndon, VA 20171

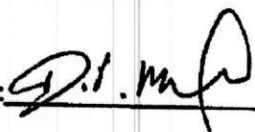
With a Copy to:

XO Communications
Attn: Rex Knowles, Ex. Director – State Regulatory
7050 Union Park Center, Suite 400
Midvale, UT 84047

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

XO Communications Services, LLC

Frontier Communications Northwest Inc.

By: 

By: 

Printed: Donald P. MacNeil

Printed: Michael L. Davis

Title: CCO

Title: SVP, Carrier Sales and Service

Date: 2/12/2015

Date: 3-31-15

EXHIBIT A
INTERCARRIER COMPENSATION REFORM RATE REDUCTIONS

EFFECTIVE DATE	FRONTIER TANDEM ROUTED	FRONTIER END OFFICE ROUTED
7/1/14	.00269133	.00112021
7/1/15	.00169417	.00090979
7/1/16	.00070000	.00070000
7/1/17	Bill and keep	Bill and keep
7/1/18	Bill and keep	Bill and keep