



21 West Ave  
Spencerport, NY 14559

August 23, 2018

Filing Center  
Oregon Public Utility Commission  
201 High St SE  
Salem, OR 97301

RE: Docket No. ARB 311 Frontier Communications Northwest Inc.

The purpose of this amended filing is to correct the Amendment No. in Exhibit B of the Amended Interconnection Agreement. Enclosed for electronic filing is Amendment No. 3 Interconnection Agreement between Frontier Communications Northwest Inc. (Frontier) fka Verizon Northwest Inc., and Level 3 Communications, LLC. Also enclosed 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 Leslie Zink at (585) 777-4717, or [Leslie.zink@fr.com](mailto:Leslie.zink@fr.com).

Sincerely,

A handwritten signature in black ink that reads "Leslie Zink".

Leslie Zink  
Sr. Manager, Pricing & Tariffs

LZ: lms  
Enclosures

cc: Shelly Pedersen, Level 3 Communications, LLC

## CARRIER-TO-CARRIER AGREEMENT CHECKLIST

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

**1. PARTIES**      *Competitive Carrier*

Name of Party: Level 3 Communications, LLC

*Incumbent Local Exchange Carrier*

Frontier Communications Northwest Inc. (Frontier) fka Verizon Northwest Inc.

*Contact for Processing Questions:*

Name: Shelly Pedersen

Contract Management

Telephone: (303) 566-1713

(469) 899-4909

E-mail: shelly.pedersen@centurylink.com

contract.management@ftr.com

*Contact for Legal Questions (if different)*

Name:

George Baker Thomson, Jr.

Telephone:

425-261-5844

E-mail:

george.thomson@ftr.com

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

Name:

Linda Saldaña

E-mail:

linda.saldana@ftr.com

**2. TYPE OF FILING**      NOTE: Parties making multiple requests (such as seeking to adopt a previously approved Agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

**Adoption:** Adopts existing carrier-to-carrier agreement approved by the Commission.

- Docket ARB \_\_\_\_\_

- Parties to prior agreement: \_\_\_\_\_ & \_\_\_\_\_

**New Agreement:** Seeks approval of a new negotiated agreement.

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

NO

YES, Docket ARB \_\_\_\_\_

**Amendment:** Amends an existing carrier to carrier agreement.

Docket ARB 311

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

NO

YES, Docket ARB 311, Filed on 08/09/2018

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

**AMENDMENT**

**TO THE**

**INTERCONNECTION AGREEMENTS**

This Amendment (this "Amendment"), effective as of July 1, 2017 (the "Amendment Effective Date"), amends each of the Interconnection Agreements (each, the "Agreement"; collectively, the "Interconnection Agreements") by and between each of the Frontier incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Frontier" or the "Frontier Parties") and each of the Level 3 Communications, LLC wireline competitive local exchange carrier ("CLEC") affiliates (individually and collectively Level 3 or the Level 3 Parties; Frontier and Level 3 are hereinafter referred to individually as a "Party" and collectively as the "Parties"). Exhibit B 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 only covers the services addressed herein that Frontier provides in its operating territory in the states listed in Exhibit B.

**WITNESSETH:**

**WHEREAS**, Frontier and Level 3 are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), effective on the date listed in Exhibit B (the "Agreement"); and

**WHEREAS**, FCC 11-161, ("USF/ICC Transformation Order") released by the Federal Communications Commission ("FCC") on November 18, 2011, as such order may be revised, reconsidered, modified or changed in the future, orders that Reciprocal compensation rates in this Agreement will be phased down.

**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. Amendments to Interconnection Agreements. The Interconnection Agreements are amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreements (hereinafter referred to as the "Amended Agreements") notwithstanding any other term or condition of the Amended Agreements or a Frontier Tariff.
  - 1.1 Reciprocal Compensation. As of the Amendment Effective Date, Reciprocal compensation rates in these Interconnection Agreements will be phased down as provided in the USF/ICC Transformation Order 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.
    - 1.1.1 The FCC Reform Timeline stepped down rates for Reciprocal Compensation Traffic routed through Frontier's tandem(s) to \$.0007. This rate will remain in effect until July 1, 2018 at which time Reciprocal Compensation Traffic will be reduced to bill and keep as

set forth in Exhibit A to this Amendment. In the event the rate exchanged with Frontier and Carrier is below \$.0007, the Parties agree to continue to exchange Reciprocal Compensation Traffic at the current rate until July 1, 2018 when the rate will drop to bill and keep.

- 1.1.2 End Office routed Reciprocal Compensation Traffic is currently at bill and keep.
- 1.2 VoIP Traffic. As of the Amendment Effective Date, VoIP Traffic exchanged pursuant to these Interconnection Agreements will be governed by the default provisions of USF/ICC Transformation Order. For clarity, and subject to any future revisions, reconsiderations, modifications or changes in the USF/ICC Transformation Order, interexchange VoIP-originated traffic terminated to either Party is subject to interstate access charges, and local VoIP-originated traffic terminated to either Party is subject to the reciprocal compensation provisions of the Amended Agreements. The Parties agree access charges will comply with all FCC mirroring and default phase-down requirements.
- 1.3 Notices. All notices required under the Amended Agreements for Frontier 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:

Contract Management  
Frontier Communications  
7979 N. Belt Line Road, MC: S1C74  
Irving, TX 75063  
Email Address: contract.management@ftr.com

With a copy to:

Legal Department - Interconnection  
Frontier Communications  
401 Merritt 7  
Norwalk, CT 06851

## 2. **Miscellaneous Provisions**

- 2.1 Conflict Between this Amendment and the Interconnection Agreements. This Amendment shall be deemed to revise the terms and conditions of the Interconnection Agreements 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 any of the Interconnection Agreements, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in an Interconnection Agreement, or in an Interconnection 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 Interconnection Agreements 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 Interconnection Agreements 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.
- 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.

**[SIGNATURE PAGE FOLLOWS]**

SIGNATURE PAGE

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

THE LEVEL 3 PARTIES


By: 

Printed: Gary Black

Title: VP Carrier Relations

Date: 8/15/18

THE FRONTIER PARTIES

By: 

Printed: Michael Daniel

Title: SVP, Carrier Services

Date: 8-23-18

**EXHIBIT A**

**INTERCARRIER COMPENSATION REFORM RATE REDUCTIONS**

<b>EFFECTIVE DATE</b>	<b>FRONTIER TANDEM ROUTED</b>	<b>FRONTIER END OFFICE ROUTED</b>
7/1/2017	\$0.0007	Bill and Keep
7/1/2018	Bill and Keep	Bill and Keep

**EXHIBIT B**

**INTERCONNECTION AGREEMENTS**

<b>Frontier Legal Entity</b>	<b>Level 3 Legal Entity</b>	<b>State</b>	<b>Agreement Effective Date</b>	<b>Amendment No.</b>
Frontier Communications Northwest Inc.	Level 3 Communications, LLC	OR	2/01/2001	3
Frontier Communications Northwest Inc.	Level 3 Communications, LLC	WA	4/16/1999	5
Frontier Communications Northwest Inc.	Level 3 Communications, LLC	ID	4/12/2002	3
Frontier Communications of the Carolinas LLC	Level 3 Communications, LLC	NC	2/14/2001	3
Frontier Communications of the Carolinas LLC	Level 3 Communications, LLC	SC	4/10/2002	3
Frontier Communications of the Carolinas LLC and Frontier North Inc.	Level 3 Communications, LLC	IL	4/10/2002	3
Frontier North Inc. and Frontier Midstates Inc.	Level 3 Communications, LLC	MI	4/01/2002	3
Frontier North Inc.	Level 3 Communications, LLC	WI	4/12/2002	3
Frontier North Inc.	Level 3 Communications, LLC	OH	5/15/2002	3
Frontier North Inc. and Frontier Midstates Inc.	Level 3 Communications, LLC	IN	10/31/2002	3
Frontier West Virginia Inc.	Level 3 Communications, LLC	WV	4/10/2002	2
Frontier Communications of the Southwest Inc.	Level 3 Communications, LLC	CA	3/30/1999	7
Frontier Communications of the Southwest Inc.	Level 3 Communications, LLC	NV	10/08/2007	1
Frontier Communications of the Southwest Inc.	Level 3 Communications, LLC	AZ	10/08/2007	1



The Southern New England Telephone Company d/b/a Frontier Communications	Level 3 Communications, LLC	CT	2/22/2005	1
Frontier Southwest Incorporated	Level 3 Communications, LLC	TX	3/29/1999	7
Frontier California Inc.	Level 3 Communications, LLC	CA	3/30/1999	9
Frontier Florida LLC	Level 3 Communications, LLC	FL	4/1/1999	7
Frontier California Inc.	Level 3 Telecom of California, LP	CA	9/23/1999	8
Frontier Southwest Incorporated	Level 3 Telecom of Texas, LLC	TX	9/17/1999	5
Frontier Florida LLC	Level 3 Telecom of Florida, LP	FL	9/27/2000	3