

21 West Ave Spencerport, NY 14559

August 9, 2018

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

Frontier Communications Northwest Inc. (Frontier) hereby submits for filing an electronic copy of Amendment No. 4 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@ftr.com.

Sincerely,

Esti Zonh

Leslie Zink Sr. Manager, Pricing & Tariffs

LZ: Ims Enclosures

# **CARRIER-TO-CARRIER AGREEMENT CHECKLIST**

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will 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. PART	<b>IES</b> Competitive Carrier	Incumbent Local Exchange Carrier
Name of Party:	Level 3 Communications, LLC	Frontier Communications Northwest Inc. (Frontier) fka Verizon Northwest Inc.
Contact for Pro	ocessing 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 Leg	gal 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
· ·	should submit a separate checkl on: Adopts existing carrier-to-carrier agreement cket ARB	-
	rties to prior agreement:	&
	greement: Seeks approval of a new negotiated ag	greement.
D NO	or agreement replace an existing agreement betw S, Docket ARB	een the parties?
	Iment: Amends an existing carrier to carrier agree   ARB 311	ement.
Does this filing	replace an agreement or amendment currently pe	ending Commission approval?
	S, Docket ARB, Filed o	n
Attachme	nt(s) provided on CD, DVD or flash drive.	

#### AMENDMENT

## TO THE

#### INTERCONNECTION AGREEMENTS

This Amendment (this "Amendment"), effective as of June 1, 2018 (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 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 only covers the services addressed herein that Frontier provides in its operating territory in the states listed in Exhibit A.

#### 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 A (the "Agreement"); and

**WHEREAS**, an Interconnected VoIP Provider, has requested local number portability from Frontier where Level 3 is the network provider for that Interconnected VoIP Provider; and

**WHEREAS,** Frontier is required to provide local number portability to Interconnected VoIP Providers in accordance with FCC 15-70A1, the Local Number Portability Obligations;

**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. <u>Amendment to Agreement</u>. 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.
  - 1.1 The following language will be added to the Interconnection Attachment, Section 1.
    - 1.1.1 <u>Interconnected VoIP Provider</u>. A provider authorized by the FCC to provide Interconnected VoIP service as defined by 47 CFR 9.3.
    - 1.1.2 Any Interconnected VoIP Provider traffic on a Level 3 trunk group shall be considered Level 3 traffic for the purposes of this Agreement.

## 2. Miscellaneous Provisions

2.1 <u>Conflict Between this Amendment and the Interconnection Agreements</u>. 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 <u>Section 2</u>.

- 2.2 <u>Capitalization</u>. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 <u>Counterparts</u>. 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 <u>Captions</u>. 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 <u>Scope of Amendment</u>. 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 <u>Joint Work Product</u>. 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 <u>Amendments</u>. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 <u>Waivers</u>. 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	THE FRONTIER PARTIES
By:Back	By:DF830915FD714BA
Printed: Gary Black	Printed: Michael Daniel
Title: VP Carrier Relations	Title: SVP, Carrier Services
Date: 6/5/2018	7/28/2018 Date:

# EXHIBIT A

# INTERCONNECTION AGREEMENTS

Frontier Legal Entity	Level 3 Legal Entity	State	Agreement Effective Date	Amendment No.
Frontier Communications Northwest Inc.	Level 3 Communications, LLC	OR	2/01/2001	4
Frontier Communications Northwest Inc.	Level 3 Communications, LLC	WA	4/16/1999	6
Frontier Communications Northwest Inc.	Level 3 Communications, LLC	ID	4/12/2002	4
Frontier Communications of the Carolinas LLC	Level 3 Communications, LLC	NC	2/14/2001	4
Frontier Communications of the Carolinas LLC	Level 3 Communications, LLC	SC	4/10/2002	4
Frontier Communications of the Carolinas LLC and Frontier North Inc.	Level 3 Communications, LLC	IL	4/10/2002	4
Frontier North Inc. and Frontier Midstates Inc.	Level 3 Communications, LLC	MI	4/01/2002	4
Frontier North Inc.	Level 3 Communications, LLC	WI	4/12/2002	4
Frontier North Inc.	Level 3 Communications, LLC	ОН	5/15/2002	4
Frontier North Inc. and Frontier Midstates Inc.	Level 3 Communications, LLC	IN	10/31/2002	4
Frontier West Virginia Inc.	Level 3 Communications, LLC	WV	4/10/2002	4
Frontier Communications of the Southwest Inc.	Level 3 Communications, LLC	CA	3/30/1999	8
Frontier Communications of the Southwest Inc.	Level 3 Communications, LLC	NV	10/08/2007	2
Frontier Communications of the Southwest Inc.	Level 3 Communications, LLC	AZ	10/08/2007	2

The Southern New England Telephone Company d/b/a Frontier Communications	Level 3 Communications, LLC	СТ	2/22/2005	2
Frontier Southwest Incorporated	Level 3 Communications, LLC	ТХ	3/29/1999	8
Frontier California Inc.	Level 3 Communications, LLC	CA	3/30/1999	10
Frontier Florida LLC	Level 3 Communications, LLC	FL	4/1/1999	8
Frontier California Inc.	Level 3 Telecom of California, LP	CA	9/23/1999	9
Frontier Southwest Incorporated	Level 3 Telecom of Texas, LLC	ТХ	9/17/1999	7
Frontier Florida	Level 3 Telecom of Florida, LP	FL	9/27/2000	4