



January 10, 2013

805 Central Expressway South  
Suite 200  
Allen, Texas 75013

Phone 972-908-4415

Fax 214-383-2737

Email: [kimberly.a.douglass@ftr.com](mailto: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 41- Amendment No. 3 to the Agreement between Frontier Communications Northwest Inc. and Oregon RSA #2, Inc. and USOC of Oregon RSA #5, Inc. (US Cellular)

Dear Ms. Walker:

Enclosed please find an original and two copies of an amendment between Frontier Communications Northwest Inc. and Oregon RSA #2, Inc. and USOC of Oregon RSA #5, Inc. (US Cellular).

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

Sincerely,

A handwritten signature in black ink that reads "Kim Douglass" with a long horizontal flourish extending to the right.

Kim Douglass  
Manager  
Compliance – Regulatory Affairs

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 utilize the information contained in 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 electronically to the e-mail addresses listed below.**

**1. PARTIES**      *Competitive Carrier*      *Incumbent Local Exchange Carrier*

Name of Party:	US Cellular	Frontier Communications Northwest Inc.
Contact for Processing Questions:		
Name:	Mike Dienhart	Kim Douglass
Telephone:	773-399-7070	972-908-4415
E-mail:	mike.dienhart@uscellular.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 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

**AMENDMENT NO. 3**  
**TO THE**  
**INTERCONNECTION AGREEMENT**  
**BETWEEN**

**Frontier Communications Northwest, Inc.**  
**f/k/a Verizon Northwest Inc f/k/a GTE Northwest Inc.**

**AND**

**Oregon RSA #2, Inc.**  
**and USCOC of Oregon RSA #5, Inc.**

This Amendment No. 3 (this "Amendment") shall be deemed effective on July 1, 2012 (the "Amendment Effective Date") by and between Frontier Communications Northwest, Inc ("Frontier"), a Washington corporation, with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and Oregon RSA #2, Inc. and USCOC of Oregon RSA #5, Inc. ("US Cellular"), with offices at 8410 West Bryn Mawr Avenue, Chicago, IL 60631. Frontier and US Cellular 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 US Cellular are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated December 18, 1997 (the "Agreement"); and

**WHEREAS**, as a result of a corporate re-organization Oregon RSA #2 Limited Partnership, Oregon RSA #3 Limited Partnership and United States Cellular Operating Company of Oregon #5 Incorporated, no longer exist; and

**WHEREAS**, the Parties wish to amend the agreement to remove "Oregon RSA #2 Limited Partnership, Oregon RSA #3 Limited Partnership and United States Cellular Operating Company of Oregon #5 Incorporated", and replace them with "Oregon RSA #2, Inc. and USCOC of Oregon #5, Inc.", in order to substitute the appropriate legal entities that will be bound by the terms and conditions of the Agreement and any subsequent amendments; 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, a Frontier Tariff or a Frontier Statement of Generally Available Terms and Conditions ("SGAT").

2. This amendment replaces the names "RSA #2 Limited Partnership, Oregon RSA #3 Limited Partnership and United States Cellular Operating Company of Oregon #5 Incorporated" with the names "Oregon RSA #2, Inc. and USCOC of Oregon #5, Inc." wherever such names appear in the Agreement and any subsequent amendments to the Agreement.

3. **Miscellaneous Provisions**

3.1 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.

3.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.

3.3 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.

3.4 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.

3.5 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.

3.6 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.

3.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.

3.8 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.

4. IntraMTA Traffic. Reciprocal compensation rates in this Agreement will be reduced or eliminated as provided in the *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* and in *FCC 11-189 Order on Reconsideration (rel. December 23, 2011)* as such order may be stayed, revised, reconsidered, changed or modified. When any such stay, revision,

reconsideration, change or modification is effective, such action will be automatically incorporated into this Agreement. For clarity, reciprocal compensation, effective July 1, 2012, will be zero subject to any future stay, revision, reconsideration, change or modification of the *USF/ICC Transformation Order*.

5. Notices

- 5.1 All notices required under the Agreement 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.

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

With Copy to:  
Frontier Communications  
Attn: Legal Department – Interconnection  
3 High Ridge Park  
Stamford, CT 06905

For United States Cellular:  
Mike Dienhart  
Senior Director, National Network Planning  
United States Cellular Corporation  
8410 West Bryn Mawr Avenue, Suite 700  
Chicago, IL 60631  
Phone: (773)399-7070  
Fax: (773)399-4832  
Email: [Mike.Dienhart@uscellular.com](mailto:Mike.Dienhart@uscellular.com)

With a copy to:  
Stephen P. Fitzell  
c/o Sidley Austin LLP  
One South Dearborn  
Chicago, Illinois 60603  
Phone: (312) 853-7379  
Fax: (312) 853-7036  
Email: [sfitzell@sidley.com](mailto:sfitzell@sidley.com)

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

Oregon RSA #2, Inc.  
and USCOC of Oregon RSA #5, Inc.

By: 

Printed: David Fiala

Title: Director, Telco Billing, Contracts  
& Number Management

Date: 12/17/2012

Frontier Communications Northwest Inc

By: 

Printed: Stephen Levan

Title: SVP, Carrier Sales and Service

Date: 12.17.12.