



June 20, 2012

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Suite 200
Allen, Texas 75013

Phone 972-908-4415
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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 469- Amendment # 3 to the Agreement between Frontier Communications
Northwest Inc. and Comcast Phone of Oregon, LLC

Dear Ms. Walker:

Attached please find an original and two copies of an amendment between Frontier
Communications Northwest Inc. and Comcast Phone of Oregon, LLC.

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:	Comcast Phone of Oregon, LLC	Frontier Communications Northwest Inc.
Contact for Processing Questions:		
Name:	Robert Munoz	Kim Douglass
Telephone:	215-286-2627	972-908-4415
E-mail:	robert_munoz@comcast.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.
AND
COMCAST PHONE OF OREGON, LLC d/b/a COMCAST DIGITAL PHONE

This Amendment No. 3 (this "Amendment") shall be deemed effective upon signature by both Parties (the "Amendment Effective Date") by and between Frontier Communications Northwest, Inc., f/k/a/ Verizon Northwest Inc., a Washington corporation with principal place of business at 180 S. Clinton Avenue, Rochester, NY, 14646, and Comcast Phone of Oregon, LLC d/b/a Comcast Digital Phone, a Delaware, limited liability company with offices at One Comcast Center, Philadelphia, PA 19103. Frontier and Comcast may be hereinafter referred to individually as a "Party" and collectively as the "Parties". This Amendment only covers the services addressed herein that Frontier North Inc. provides in its operating territory in the state of Oregon (the "State").

WITNESSETH:

WHEREAS, Frontier and Comcast are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated November 25, 2002 (the "Agreement"); and

WHEREAS, the Parties agree to amend the Agreement to address the matters set forth herein.

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 rates, terms and conditions set forth in this Section 3 of the 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. **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. The Agreement shall be modified as follows:
- 3.1 Paragraphs 19.1 and 19.2 of the Agreement shall be deleted and new paragraphs 19.1 and 19.2 shall be inserted as follows:
 - 19.1 Directory Listings (White Pages) - A basic business listing for each Comcast business Customer shall be included in the Frontier white pages directory for such Comcast Customer's specific geographic area at no charge to either Party other than a nonrecurring order charge as set forth in Pricing for orders to add new listings or change an existing listing. No order charge, or other charge, will be assessed to Comcast by Frontier for a deletion of an existing listing. Other listings that are made available to Frontier Customers (e.g. additional listings, non-published status, foreign listings, etc.,) will be made available to Comcast Customers on the same rates, terms and conditions as available to Frontier Customers. Comcast Customer government listings will be listed in the same manner as Frontier Customer government listings. Comcast, at its sole discretion, may provide residential listings to Frontier, but Comcast is not required to do so. Frontier, at its sole discretion, may publish Comcast residential listings provided by Comcast, but Frontier is not required to do so. If Comcast submits and Frontier chooses to publish a Comcast residential listing, the Directory Listing Service order charge will apply.
 - 19.2 Directory Listings (Yellow Pages) Frontier will provide Comcast Customers with the same yellow page services on the same terms and conditions as those provided to Frontier Customers. Frontier will provide each Comcast Customer within the geographical

area covered by the yellow pages directory a basic listing in Frontier "yellow pages" under the classified heading that most accurately reflects the primary nature of the Comcast Customer's business at no charge to Comcast or Comcast's Customers for this listing other than a nonrecurring order charge as set forth in Pricing for orders to add new listings or change an existing listing. No order charge, or other charge, will be assessed to Comcast by Frontier for a deletion of an existing listing. Frontier will supply Comcast with a list of authorized classified headings and make available to Comcast updates to such list. Comcast agrees to supply Frontier, on a regularly scheduled basis and in the format mutually agreed between Comcast and Frontier, with a classified heading assignment for each Comcast Customer who wishes to receive this listing. Frontier shall provide Comcast with monthly schedules (for a rolling twelve (12) month period) for Yellow Pages publications in the State.

3.2 A new Paragraph 19.11 will be added to the Agreement as follows:

19.11 Meaning of Provisions in Section 19 – Notwithstanding any other provision of this agreement, Comcast is not required to submit any residential customer's listing information to Frontier for inclusion in the Frontier white pages directory. Rather, under this agreement, Comcast may, in its sole discretion, provide residential customer listing information to Frontier for inclusion in the Frontier white pages directory for all, part, or none of Comcast's customers. The provisions of Section 19 govern the terms and conditions under which Comcast may elect to provide a particular residential customer's listing information for inclusion in the Frontier white pages directory.

3.3 Paragraph 20.1 of the Agreement shall be deleted and a new paragraph 20.1 shall be inserted as follows:

20.1 Each Party currently provides directory assistance to its End Users through a third party directory assistance provider. To the extent Frontier provides its listing information to such third party directory assistance provider, Frontier shall, at the same time, provide Comcast's listing information, provided to Frontier by Comcast under terms of this agreement, to the third party directory assistance provider. Neither Party shall knowingly or intentionally cause its third party directory assistance provider to restrict access to the other Party's listing information.

Either Party may in its sole discretion select a different third party directory assistance provider or self provision directory assistance. To the extent that a Party's change in directory assistance provider impacts the access to and provision of the other Party's listing information, either Party will notify the other Party and the Parties agree to negotiate an amendment, if necessary, to this Agreement to reflect changes required to allow continued availability of each Party's End User subscriber listing information to the other Party's End Users.


3.4 The Pricing Attachment of the Agreement is modified by adding the as follows;

Nonrecurring Directory Listing Service Order Charge	\$1.66
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This charge applies to all Directory Listings orders submitted by Comcast to Frontier for new or changes to existing listings.

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

Comcast Phone of Oregon, LLC
d/b/a Comcast Digital Phone

By: 

Printed: Michael Clancy

Title: VP Carrier Management

Date: 3.14.2012

Frontier Communications Northwest Inc.
f/k/a Verizon Northwest Inc.

By: _____

Pete Hayes
EVP – Commercial Sales & Support

Date: 4-11-12

