



ANGELA McCALL
Manager – Government & External Affairs
Frontier Communications
300 Bland Street
Bluefield, West Virginia 24701
(304) 325-1688
angie.mccall@ftr.com

March 29, 2018

Docket No. 18-00036

David Jones, Chairman
Tennessee Public Utility Commission
c/o Sharla Dillon, Dockets and Records Manager
502 Deaderick Street
Nashville, TN 37243-0200

RE: Interconnection Agreement between Citizens Telecommunications Company of Tennessee LLC and Peerless Network of Tennessee, LLC.

Dear Chairman Jones:

Enclosed for the Tennessee Public Utility Commission's review and approval are an original and four (4) copies of Amendment No. 1 Interconnection Agreement between Citizens Telecommunications Company of Tennessee LLC (Citizens) and Peerless Network of Tennessee, LLC (Peerless). The original Interconnection Agreement was filed under Docket No. 17-00097 dated September 14, 2017.

A check in the amount of \$50 is also enclosed for the filing fees associated with this filing.

Please date-stamp the enclosed copy of the cover letter and return it to me in the enclosed post-paid envelope, indicating the docket number assigned to this filing.

If you have any questions, please don't hesitate to contact me at 304-325-1688.

Sincerely,
Citizens Telecommunications Company of Tennessee, LLC

A handwritten signature in blue ink that reads "Angela McCall".

Angela McCall
Manager – Government & External Affairs

Enclosures

Cc: Sherri Schlabs – Frontier
Sharla Dillon – TRA (via e-mail)

AMENDMENT

TO THE

INTERCONNECTION AGREEMENTS

This Amendment (this "Amendment"), effective as of August 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 Peerless Network wireline competitive local exchange carrier ("CLEC") affiliates (individually and collectively "PN" or the "PN Parties"; Frontier and PN 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 PN 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 the 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. As of the Effective Date of this Amendment, all Reciprocal Compensation Traffic exchanged between Frontier and PN (*i.e.*, End Office routed Reciprocal Compensation Traffic and Reciprocal Compensation Traffic

routed through Frontier's tandem(s)) is reduced to bill and keep as set forth in Exhibit A to this Amendment.

- 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 PEERLESS NETWORK PARTIES

By: DocuSigned by:
Scott Kell
E499DC691D64478...

Printed: Scott Kell

Title: EVP, Operations

Date: 02/06/2018

THE FRONTIER PARTIES

By: 

Printed: Michael Daniel

Title: SVP, Carrier Services

Date: 2-8-18

EXHIBIT A

INTERCARRIER COMPENSATION REFORM RATE REDUCTIONS

EFFECTIVE DATE	FRONTIER TANDEM ROUTED	FRONTIER END OFFICE ROUTED
8/1/2017	Bill and Keep	Bill and Keep

**Pursuant to Section 1.2 of this Amendment.*

EXHIBIT B**INTERCONNECTION AGREEMENTS**

Frontier Legal Entity	PN Legal Entity	State	Agreement Effective Date	Amendment No.
The Southern New England Telephone Company	Peerless Network of Connecticut, LLC	CT	September 27, 2013	2
Frontier Florida LLC	Peerless Network of Florida, LLC	FL	August 9, 2010	3
Frontier Communications of the Carolinas LLC	Peerless Network of South Carolina, LLC	SC	July 10, 2015	2
Frontier California Inc.	Peerless Network of California, LLC	CA	March 11, 2009	3
Frontier Southwest Incorporated	Peerless Network of Texas, LLC	TX	April 24, 2009	3
Frontier Communications of the Southwest Inc.	Peerless Network of California, LLC	CA	March 11, 2009	3
Frontier North Inc.	Peerless Network of Ohio, LLC	OH	October 28, 2008	3
Frontier West Virginia Inc.	Peerless Network of West Virginia, LLC	WV	June 2, 2017	2
Frontier Communications of New York, Inc.	Peerless Network of New York, LLC	NY	December 5, 2017	2
Citizens Telecommunications Company of Tennessee	Peerless Network of Tennessee, LLC	TN	September 29, 2017	1
Citizens Telecommunications Company of Minnesota, Inc.	Peerless Network of Minnesota, LLC	MN	Filing with this Amendment	1
Frontier Communications of Minnesota, LLC	Peerless Network of Minnesota, LLC	MN	Filing with this Amendment	1