



ANGELA McCALL
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March 24, 2021

Docket No. 21-00039

Kenneth Hill, Chairman
Tennessee Public Utility Commission
c/o Tory Lawless, Dockets and Records Manager
502 Deaderick Street, 4th Floor
Nashville, TN 37243-0200

RECEIVED

MAR 30 2021

**TN PUBLIC UTILITY COMMISSION
DOCKET OFFICE**

RE: Amendment No. 1 to the Interconnection Agreement between Citizens
Telecommunications Company of Tennessee LLC d/b/a Frontier Communications
of Tennessee ("Frontier) and Onvoy, LLC

Dear Chairman Hill:

Enclosed for the Tennessee Regulatory Authority's review and approval are an original (1) and four (4) copies of Amendment No. 1 to the above referenced Interconnection Agreement. Also enclosed is our check in the amount of \$50 to cover the filing fee associated with this filing.

The Interconnection Agreement was approved on December 11, 2018 under Docket Number 18-00115. Frontier's ID number is 74668.

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

Sincerely,

A handwritten signature in blue ink that reads "Angela McCall". The signature is fluid and cursive, with the first name "Angela" and last name "McCall" clearly distinguishable.

Angela McCall
Manager – Government & External Affairs

Enclosure: Original + 4 copies
Check for Filing Fees

Cc: Sherri Schlabs - Frontier

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENTS
BETWEEN
FRONTIER
AND
ONVOY, LLC**

This Amendment ("Amendment") deemed effective on February 22, 2021 (the "Amendment Effective Date") amends each of the Interconnection Agreements entered into under Sections 251 and 252 of the Communications Act of 1934 as amended (the "Act") (each, the "Agreement," collectively, the "Interconnection Agreements") by and between each of the Frontier incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Frontier") and each of the Onvoy wireline competitive local exchange carrier ("CLEC") affiliates listed in Exhibit A, individually and collectively the "Carrier." Frontier and Carrier may be referred to individually as a "Party" and collectively as the "Parties." 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 applies only to the services addressed in this Amendment that Frontier provides in its operating territory in the states listed in Exhibit A. Capitalized terms used and not otherwise defined in this Amendment have the meanings set forth in the Amended Agreement.

In consideration of the mutual promises contained in this Amendment, the receipt and sufficiency of which the Parties acknowledge, the Parties agree:

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 (the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement or a Frontier Tariff.
 - 1.1 **Circuit Connection Charge.**
 - 1.1.1 **DS1.** The Agreement's Pricing Attachment is amended to add a USOC ICCC circuit connection charge at the monthly rate of \$14.96. Carrier shall pay a circuit connection charge of \$14.96 per month per DS1 interconnection facility to Frontier's Point of Interconnection ("POI").
 - 1.1.2 **DS3.** Carrier shall pay the rates for DS3 interconnection facilities and transport charges set forth in the Frontier access tariff, as amended from time to time.
 - 1.1.3 **Other.** For any technically feasible interface other than a DS1 or a DS3 facility at the POI, the Parties shall negotiate terms and conditions (including rates and implementation timeframes) for such arrangement. If the Parties cannot agree to terms and conditions, either Party may pursue dispute resolution per the terms of the Agreement.

1.2 Reciprocal Twelve-Month Billing Review and Back Bill Periods.

- 1.2.1 As of the Amendment Effective Date, if Frontier does not invoice Carrier for any amount, including any retroactive or "back" billing (e.g., in the event of a billing error by Frontier or an ordering error by Carrier), within twelve (12) months following the end of the month during which such amount should have been invoiced under the applicable agreement for a Service ("Back Bill End Date"), Carrier shall have no obligation to pay such amount. Frontier agrees not to back bill charges for previously unbilled Services after the Back Bill End Date.
- 1.2.2 As of the Amendment Effective Date, in the event Carrier disputes any invoiced amount, Carrier shall submit to Frontier a written claim using Frontier's wholesale billing and claim escalation process, including an explanation that sets forth, with specificity, the grounds for the dispute (a "Payment Dispute"). If Frontier has not received a Payment Dispute for a charge from Carrier within twelve (12) months after the date of an invoice for that charge ("Bill Review End Date"), such invoice will be final, and Carrier shall pay the charge. Carrier agrees not to dispute charges or seek a credit or bill adjustment for Services after the Bill Review End Date.

2. 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. 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.
4. Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by authorized representatives of the Parties.
5. 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

The Parties have caused this Amendment to be executed as of the Amendment Effective Date.

AGREED:

ONVOY, LLC

FRONTIER

By: Kyle V. Bertrand

By: Roderick Cameron

Printed: Kyle V. Bertrand

Printed: Roderick Cameron

Title: VP Procurement MGM

Title: VP, Carrier Services

Date: Feb 25, 2021

Date: Feb 23, 2021

Exhibit A
Interconnection Agreements

Frontier Legal Entity	Carrier Legal Entity	State	Effective Date	Amd No.
Frontier Communications of the South, LLC	Onvoy, LLC	AL	6/15/2018	1
Citizens Utilities Rural Company, Inc. and Citizens Telecommunications Company of the White Mountains, Inc.	Onvoy, LLC	AZ	6/15/2018	1
Citizens Telecommunications Company of New York, Inc., Frontier Communications of Ausable Valley, Inc., Frontier Communications of New York, Inc., Frontier Communications of Seneca Gorham, Inc., Frontier Communications of Sylvan Lake, Inc., Frontier Telephone of Rochester, Inc., and Ogden Telephone Company	Onvoy, LLC	NY	4/15/2018	1
Citizens Telecommunications Company of Tennessee LLC d/b/a Frontier Communications of Tennessee LLC	Onvoy, LLC	TN	9/3/2018	1
Frontier Communications of Wisconsin and Citizens Telecommunications Company of Illinois	Onvoy, LLC	WI	6/15/2018	1
Frontier West Virginia Inc.	Onvoy, LLC	WV	4/15/2018	1