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**RECEIVED**  
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TN PUBLIC UTILITY COMMISSION  
DOCKET OFFICE

November 18, 2021

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

**21-00140**

RE: Amendment No. 3 to the Interconnection Agreement between Citizens Telecommunications Company of Tennessee LLC d/b/a Frontier Communications of Tennessee and Level 3 Communications, 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. 3 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 under Docket Number 02-01341. Frontier's ID number is 74668.

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

Sincerely,

Angela McCall  
Manager – Government & External Affairs

Enclosure: Original + 4 copies  
Check for Filing Fees

cc: Sherri Schlabs – Frontier

Gary Black, VP – Carrier Relations  
Level 3 Communications, LLC  
1025 Eldorado Boulevard  
Broomfield, CO 80021  
[Gary.blackjr@centurylink.com](mailto:Gary.blackjr@centurylink.com)  
[Shelly.pedersen@lumen.com](mailto:Shelly.pedersen@lumen.com)

**AMENDMENT**  
**TO THE**  
**INTERCONNECTION AGREEMENTS**  
**WITH**  
**LEVEL 3 COMMUNICATIONS, LLC**

This Amendment ("Amendment") deemed effective on February 1, 2020 (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") and each of the Level 3 Communications, LLC wireline competitive local exchange carrier ("CLEC") affiliates, individually and collectively the "Carrier"). Frontier and Carrier may be 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 covers only the services addressed in this Amendment that Frontier provides in its operating territory in the states listed in Exhibit A.

**RECITALS**

A. Frontier and Carrier, whether as original parties or as a result of Carrier's adoption of an agreement pursuant to 252(i) of the Communications Act of 1934 as amended (the "Act"), are Parties to an interconnection agreement under Section 251 and 252 of the Act (such interconnection agreement, as amended to date, being referred to as the "Agreement"); and

B. The Federal Communications Commission ("FCC") issued its Memorandum Opinion and Order, WC Docket Nos. 18-141 et al. (rel. Aug. 2, 2019) ("UNE Loop-Resale Order") and Report and Order on Remand and Memorandum Opinion Order, WC Docket Nos. 18-141 et al. (rel. July 12, 2019) ("UNE Transport Forbearance Order") (with the UNE Loop-Resale Order and the UNE Transport Forbearance Order being collectively referred to as the "FCC Forbearance Orders");

C. The Parties, each without waiving any rights or arguments it may have with respect to whether an amendment is required to effectuate the FCC Forbearance Orders under the terms of the Agreement, wish to amend the Agreement as set forth in this Amendment; and

D. The Parties wish to amend the Agreement in accordance with the FCC Forbearance Orders and agree to do so under the terms and conditions contained in this Amendment.

**AGREEMENT**

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

1. 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 notwithstanding any other term or condition of the Agreement or a Frontier tariff.
2. Discontinuance of Wholesale Discount for Resale Services

- 2.1 As of February 2, 2020, Frontier will not provide to Carrier any new telecommunication service for resale at a wholesale discount.
  - 2.1.1 Resale services ordered by Carrier on or before February 1, 2020, are grandfathered at the wholesale rate in effect on the Amendment Effective Date for a transition period until the earlier of: (a) August 2, 2022; or (b) the date on which the resold Telecommunications Service is discontinued by Carrier or is terminated by Frontier for any reason permitted under the Agreement, a Frontier tariff or applicable law. Grandparented resale services are available only to the same extent as available on February 1, 2020, including only to the same End User with the same functionality at the same End User's existing location.
  - 2.1.2 On and after February 2, 2020, Frontier shall charge, and Carrier shall pay the applicable retail price for all Carrier purchases of Telecommunications Services, both new and those ordered on or before February 1, 2020 (if any remain in service). The retail price is as set forth in Frontier's then-current applicable tariff or, if there is no tariff price, the retail price that Frontier charges subscribers which are not telecommunications carriers.
- 3. Discontinuance of UNE Analog Loops
  - 3.1 As of February 2, 2020, Carrier shall not order, and Frontier will not provide unbundled two-wire and four-wire analog voice grade copper loops, including the attached TDM equipment (referred to individually and collectively as "UNE Analog Loops").
  - 3.2 UNE Analog Loops ordered by Carrier on or before February 1, 2020, are grandfathered for a transition period until the earlier of: (a) August 2, 2022; or (b) the date on which a UNE Analog Loop is converted or disconnected. During the transition period identified in this Section 3.2 and no later than August 2, 2022, Carrier shall either convert each UNE Analog Loop to an alternate non-UNE service (e.g., via a Frontier commercial offering or applicable tariff) or order disconnection of the UNE Analog Loop to be completed no later than August 2, 2022.
  - 3.3 On and after August 3, 2022, Frontier may convert any remaining UNE Analog Loops of Carrier to an applicable tariff service at month-to-month rates, terms and conditions. Frontier will charge and Carrier will pay all associated recurring and non-recurring charges for the conversion and the service.
  - 3.4 For any UNE Analog Loop ordered on or after February 2, 2020, and any UNE Analog Loop not converted or disconnected after August 2, 2022, Frontier may bill (or back-bill, as applicable) Carrier and Carrier shall pay the difference between the UNE Analog Loop rate and the applicable, higher non-UNE rate.
  - 3.5 For the avoidance of any doubt, the limitations on availability of UNE Analog Loops set forth in this Amendment apply regardless of whether the UNE Analog Loop is ordered or used as a stand-alone UNE, in combination with another UNE (e.g., as part of a loop-transport combination), or commingled with a non-UNE service or other arrangement.

4. Discontinuance of UNE DS1 and DS3 Transport Between Certain Wire Centers
  - 4.1 As of January 12, 2020, Carrier shall not order and Frontier will not provide unbundled dedicated DS1 and DS3 capacity transport facilities, whether stand-alone or as part of a combination (e.g., Enhanced Extended Link), between Tier 1 wire centers and between wire centers subject to the UNE DS1/DS3 Dedicated Transport forbearance as outlined in the FCC Wireline Competition Bureau's Public Notice DA 19-733, dated August 1, 2019 (collectively, "UNE DS1/DS3 Dedicated Transport").
  - 4.2 UNE DS1/DS3 Dedicated Transport ordered by Carrier on or before January 11, 2020, is grandfathered for a transition period until the earlier of: (a) July 12, 2022; or (b) the date on which a UNE DS1 or DS3 Dedicated Transport is converted. During the transition period identified in this Section 4.2 and no later than July 12, 2022, Carrier shall convert each UNE DS1/DS3 Dedicated Transport to another Frontier service (e.g., via a Frontier commercial offering or applicable tariff).
  - 4.3 On and after July 13, 2022, Frontier may convert any remaining UNE DS1/DS3 Dedicated Transport of Carrier to an applicable tariff at month-to-month rates, terms and conditions. Frontier will charge, and Carrier will pay all associated recurring and non-recurring charges for the conversion and the service.
  - 4.4 For any UNE DS1/DS3 Dedicated Transport ordered by Carrier on or after January 12, 2020 and any UNE DS1/DS3 Dedicated Transport not converted by Carrier on or before July 11, 2022, Frontier shall bill (or back-bill, as applicable) Carrier and Carrier shall pay the difference between the UNE DS1/DS3 Dedicated Transport rate and the applicable, higher Special Access rate.
5. Any future FCC forbearance related to, or other FCC changes to, the Section 251(c)(3) UNEs offered pursuant to the Agreement shall be effective as of the effective date of the applicable FCC order and shall not require a written amendment to the Agreement. The Parties will implement the subsequent forbearance or rule change in accordance with the terms agreed to in this amendment. Frontier shall provide Notice to Carrier, which will include any applicable transition periods, rate changes, terms and conditions applicable pursuant to the Agreement.
6. Additional Provisions
  - 6.1 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 6.1.
  - 6.2 Capitalization. Capitalized terms used and not otherwise defined in this Amendment have the meanings set forth in the Agreement.
  - 6.3 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.

- 6.4 Headings/Captions. The Parties acknowledge that the headings and captions in this Amendment have been inserted solely for ease of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 6.5 Scope of Amendment. Except to the extent set forth in this Amendment, the terms and conditions of the Agreement 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 Agreement or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
- 6.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties and that, for convenience, this Amendment has been drafted in final form by Frontier. 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.
- 6.7 Amendments. Except as expressly set forth in Section 5 of this Amendment, no amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 6.8 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**

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

**LEVEL 3 COMMUNICATIONS, LLC**

By: *Gary R. Black Jr.*

Printed: Gary Black

Title: VP, Carrier Relations

Date: Sep 30, 2021

**THE FRONTIER PARTIES**

By: *Roderick Cameron*

Printed: Roderick Cameron

Title: VP, Carrier Services

Date: Sep 30, 2021

**EXHIBIT A**

**INTERCONNECTION AGREEMENTS**

<b>Frontier Legal Entity</b>	<b>Level 3 Legal Entity</b>	<b>State</b>	<b>Agreement Effective Date</b>	<b>Amendment No.</b>
Frontier Communications of the South, LLC	Level 3 Communications, LLC	AL	2/4/2003	3
Citizens Telecommunications Company of the White Mountains, Inc.	Level 3 Communications, LLC	AZ	3/6/2003	3
Citizens Utilities Rural Company, Inc.	Level 3 Communications, LLC	AZ	3/6/2003	2
Frontier Communications of the Southwest Inc.	Level 3 Communications, LLC	AZ	10/8/2007	3
Navajo Communications Co., Inc.	Level 3 Communications, LLC	AZ	3/2/2019	2
The Southern New England Telephone Company d/b/a Frontier Communications	Level 3 Communications, LLC	CT	2/22/2005	3
Frontier Florida LLC	Level 3 Communications, LLC	FL	4/1/1999	9
Frontier Communications of Georgia, LLC	Level 3 Communications, LLC	GA	10/31/2002	3
Frontier Communications of Iowa, LLC	Level 3 Communications, LLC	IA	10/31/2002	3
Frontier North Inc. and Frontier Midstates Inc.	Level 3 Communications, LLC	IN	10/31/2002	5
Citizens Telecommunications Company of Illinois	Level 3 Communications, LLC	IL	3/12/2003	3
Frontier Communications of the Carolinas LLC and Frontier North Inc.	Level 3 Communications, LLC	IL	4/10/2002	5
Frontier Communications-Schuyler, Inc.	Level 3 Communications, LLC	IL	2/23/2018	2
Frontier Communications of Michigan, Inc.	Level 3 Communications, LLC	MI	1/1/2021	1

<b>Frontier Legal Entity</b>	<b>Level 3 Legal Entity</b>	<b>State</b>	<b>Agreement Effective Date</b>	<b>Amendment No.</b>
Frontier North Inc. and Frontier Midstates Inc.	Level 3 Communications, LLC	MI	4/1/2002	5
Citizens Telecommunications Company of Minnesota, LLC	Level 3 Communications, LLC	MN	2/6/2003	4
Frontier Communications of Minnesota, Inc.	Level 3 Communications, LLC	MN	2/6/2003	4
Frontier Communications of the Carolinas LLC	Level 3 Communications, LLC	NC	2/14/2001	5
Citizens Telecommunications Company of Nebraska	Level 3 Communications, LLC	NE	11/29/2011	4
Navajo Communications Co., Inc.	Level 3 Communications, LLC	NM	12/13/18	1
Citizens Telecommunications Company of Nevada	Level 3 Communications, LLC	NV	1/23/2003	3
Frontier Communications of the Southwest Inc.	Level 3 Communications, LLC	NV	10/8/2007	3
Frontier Communications of Ausable Valley, Inc., Frontier Communications of Sylvan Lake, Inc., Frontier Communications of New York, Inc., Frontier Communications of Seneca-Gorham, Inc., and Ogden Telephone Company	Level 3 Communications, LLC	NY	5/1/2004	4
Frontier Telephone of Rochester, Inc.	Level 3 Communications, LLC	NY	2/6/2002	2
Frontier North Inc.	Level 3 Communications, LLC	OH	5/15/2002	5
Frontier Communications of the Carolinas LLC	Level 3 Communications, LLC	SC	4/10/2002	5

<b>Frontier Legal Entity</b>	<b>Level 3 Legal Entity</b>	<b>State</b>	<b>Agreement Effective Date</b>	<b>Amendment No.</b>
Citizens Telecommunications Company of Tennessee LLC d/b/a Frontier Communications of Tennessee LLC	Level 3 Communications, LLC	TN	4/3/2003	3
Citizens Telecommunications Company of the Volunteer State, LLC	Level 3 Communications, LLC	TN	3/17/2003	3
Frontier Southwest Incorporated	Level 3 Communications, LLC	TX	3/29/1999	9
Frontier Communications of Wisconsin, LLC	Level 3 Communications, LLC	WI	4/16/2018	2
Frontier North Inc.	Level 3 Communications, LLC	WI	4/12/2002	5
Citizens Telecommunications Company of West Virginia	Level 3 Communications, LLC	WV	3/19/2003	4
Frontier West Virginia Inc.	Level 3 Communications, LLC	WV	4/10/2002	4