DOCKET NO. 20210057-TP



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

# Electronically Filed

FILED 3/24/2021 DOCUMENT NO. 03036-2021 FPSC - COMMISSION CLERK

Mr. Adam Teitzman, Director Office of Commission Clerk Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee,

RE: Docket No: \_\_\_\_\_ Amendment No. 6 to Interconnection, Resale, Unbundling, and Collocation Agreement Between Frontier Florida, LLC and Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone

Dear Mr. Teitzman:

March 24, 2021

FL 32399-0850

Attached is an Amendment No. 6 to Interconnection Agreement between Frontier Florida, LLC and Comcast Digital Phone.

The Original Interconnection Agreement was approved under Docket No. 041390-TP and Amendment No. 5 was filed under Docket No. 20200179-TP on July 6, 2020.

If you have any questions, or require additional information, please do not hesitate to contact me at 304-325-1688.

Sincerely,

s/Angela McCall

Angela McCall Manager – Government & External Affairs

Enclosure – Amendment to Interconnection Agreement

### AMENDMENT

#### TO THE

#### INTERCONNECTION AGREEMENTS

## BETWEEN

## FRONTIER

#### AND

## COMCAST

This Amendment ("Amendment") deemed effective on January 1, 2021 (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 Comcast wireline competitive local exchange carrier ("CLEC") affiliates, individually and collectively the "Comcast") listed in Exhibit A. Frontier and Comcast 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.

#### RECITALS

A. Frontier and Comcast, whether as original parties or as a result of Comcast'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 Proposed Order and Further Notice of Proposed Rulemaking, WC Docket Nos. 17-97 and 20-67 (rel. Mar 31, 2020) ("FCC STIR/SHAKEN Order");

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 STIR/SHAKEN Orders under the terms of the Agreement, wish to amend the Agreement as set forth in this Amendment; and

#### 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 (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement or a Frontier Tariff.
- 2. Prohibited Traffic
  - 2.1 The Services provided under this Agreement shall not knowingly be used for any traffic which reasonably appears to be in violation of applicable laws, rules or regulations or that furthers an illegal purpose ("Prohibited Traffic").

- 2.2 If a Party reasonably believes that the other Party is knowingly transmitting Prohibited Traffic using any Service provided under this Agreement, that Party may notify the other Party. Upon notification, the Parties agree to cooperate to determine whether the traffic is Prohibited Traffic. Either Party also may initiate a dispute under the Resolution of Disputes provisions of the Agreements.
- 2.3 Parties agree that if either Party receives a request for information about traffic sent to a Party by the other Party which is reasonably believed to be Prohibited Traffic from an authorized traceback administrator, as authorized by US Telecom's Traceback Group, or its successor, or a Party, they will promptly respond to the authorized traceback request in good faith. The Parties agree to provide complete and accurate information in response to the authorized traceback request. The response shall identify the provider from which it accepted the traffic. Parties agree to provide this information to the authorized traceback administrator without requiring a subpoena.

## 3. Miscellaneous Provisions

- 3.1 <u>Conflict Between this Amendment and the Agreement</u>. 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 <u>Capitalization</u>. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 3.3 <u>Counterparts</u>. 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 <u>Captions</u>. 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 <u>Scope of Amendment</u>. 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. 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.
- 3.6 <u>Joint Work Product</u>. 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 <u>Amendments</u>. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 3.8 <u>Waivers</u>. 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.

## COMCAST

By: <u>Leslie Fein</u> Leslie Fein (Mar 15, 2021 10:13 EDT)

FRONTIER

Printed: Leslie Fein

Title: SVP Procurement

Date: Mar 15, 2021

By: Roderick Cameron Roderick Cameron (Mar 15, 2021 13:48 EDT)

Title: VP, Carrier Services

Printed: Roderick Cameron

Date: Mar 15, 2021

| Exhibit A                  |
|----------------------------|
| Interconnection Agreements |

| Frontier<br>Legal Entity   | Comcast<br>Legal Entity  | State | Effective<br>Date | Amd<br>No. |
|--|--|-------|-------------------|------------|
| The Southern New England<br>Telephone Company d/b/a<br>Frontier Communications of<br>Connecticut   | Comcast Phone of<br>Connecticut, Inc.                              | СТ    | 1/4/2006          | 7          |
| Frontier Florida LLC   | Comcast Phone of Florida,<br>LLC d/b/a Comcast Digital<br>Phone    | FL    | 11/15/2004        | 6          |
| Frontier Communications of<br>Georgia LLC  | Comcast Phone of Georgia,<br>LLC                                   | GA    | 8/15/2006         | 4          |
| Frontier North Inc., Frontier<br>Communications of the<br>Carolinas LLC  | Comcast Phone of Illinois,<br>LLC d/b/a Comcast Digital<br>Phone   | IL    | 10/29/2004        | 6          |
| Citizens Telecommunications<br>Company of Illinois, Frontier<br>Communications of DePue,<br>Inc., Frontier Communications<br>of Illinois, Inc., Frontier<br>Communications of Lakeside,<br>Inc., Frontier Communications<br>of Mt. Pulaski, Inc., Frontier<br>Communications of Orion,<br>Inc. | Comcast Phone of Illinois,<br>LLC d/b/a Comcast Digital<br>Phone   | ΙL    | 06/19/2013        | 2          |
| Frontier Communications of<br>Thorntown LLC  | Comcast Phone of Central<br>Indiana, LLC                           | IN    | 8/1/2008          | 4          |
| Frontier Midstates Inc.,<br>Frontier North Inc.  | Comcast Phone of Central<br>Indiana, LLC                           | IN    | 11/2/2004         | 4          |
| Frontier Communications of Michigan, Inc.  | Comcast Phone of Michigan,<br>LLC d/b/a Comcast Digital<br>Phone   | MI    | 12/1/2006         | 4          |
| Frontier Midstates Inc.,<br>Frontier North Inc.  | Comcast Phone of Michigan,<br>LLC d/b/a Comcast Digital<br>Phone   | MI    | 10/21/2004        | 5          |
| Frontier Communications of Minnesota, Inc.   | Comcast Phone of<br>Minnesota, Inc. d/b/a<br>Comcast Digital Phone | MN    | 5/25/2006         | 4          |
| Frontier Communications of<br>Mississippi LLC  | Comcast Phone of<br>Mississippi, LLC                               | MS    | 12/1/2006         | 4          |
| Frontier Communications of<br>New York, Inc., Frontier<br>Communications of Sylvan<br>Lake, Inc.   | Comcast Phone of New York,<br>LLC                                  | NY    | 8/15/2005         | 5          |
| Citizens Telecommunications<br>Company of New York, Inc.   | Comcast Phone of New York,<br>LLC                                  | NY    | 5/1/2007          | 5          |
| Frontier North Inc.  | Comcast Phone of Ohio, LLC<br>d/b/a Comcast Digital Phone          | ОН    | 12/6/2004         | 6          |
| Commonwealth Telephone<br>Company LLC  | Comcast Phone of<br>Pennsylvania                                   | PA    | 3/14/13           | 2          |
| Commonwealth Telephone<br>Company LLC  | Comcast Business<br>Communications, LLC                            | PA    | 8/1/2008          | 4          |

| Frontier<br>Legal Entity  | Comcast<br>Legal Entity   | State | Effective<br>Date | Amd<br>No. |
|---|---|-------|-------------------|------------|
| Frontier Communications of<br>Breezewood, LLC, Frontier<br>Communications of<br>Pennsylvania, LLC               | Comcast Phone of<br>Pennsylvania                                      | PA    | 5/9/13            | 2          |
| Frontier Communications of<br>Breezewood, LLC, Frontier<br>Communications of<br>Pennsylvania, LLC               | Comcast Business<br>Communications, LLC                               | PA    | 8/1/2008          | 4          |
| Frontier Communications of the Carolinas LLC  | Comcast Phone of South<br>Carolina, Inc.                              | SC    | 2/3/2006          | 4          |
| Citizens Telecommunications<br>Company of Tennessee LLC<br>d/b/a Frontier<br>Communications of<br>Tennessee LLC | Comcast Phone of<br>Tennessee, LLC d/b/a<br>Comcast Digital Phone     | TN    | 8/15/2006         | 4          |
| Frontier Southwest<br>Incorporated  | Comcast Phone of Texas,<br>LLC  | TX    | 11/11/2002        | 4          |
| Frontier North Inc.   | Comcast Phone of<br>Wisconsin, LLC                                    | WI    | 10/22/2007        | 5          |
| Citizens Telecommunications<br>Company of West Virginia   | Comcast Phone of West<br>Virginia, LLC d/b/a Comcast<br>Digital Phone | WV    | 7/17/2006         | 5          |
| Frontier West Virginia Inc.   | Comcast Phone of West<br>Virginia, LLC d/b/a Comcast<br>Digital Phone | WV    | 10/4/2004         | 8          |