# DOCKET NO. 20220181-TP

# **Frontier** COMMUNICATIONS

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

# <u>Electronically Filed</u>

FILED 10/27/2022 DOCUMENT NO. 10449-2022 FPSC - COMMISSION CLERK

October 27, 2022

Mr. Adam Teitzman, Director Office of Commission Clerk Florida Public Service Commission 2540 Shumard Oak Blvd. Tallahassee, FL 32399-0850

RE: Docket No: \_\_\_\_\_\_ Request for approval of Amendment No. 2 to interconnection, unbundling, resale, and collocation agreement between Frontier Communications of the South, LLC and CenturyLink Communications, LLC, d/b/a Embarq Communications, d/b/a Lumen, d/b/a Lumen Technologies, d/b/a Lumen Technologies Group

Dear Mr. Teitzman:

This filing is to amend the Prohibited Traffic terms of the Interconnection Agreement.

The Original Interconnection Agreement was approved under Docket No. 140129-TP on September 17, 2014.

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

cc: Sherri Schlabs – Frontier

Scott Seab 1025 Eldorado Blvd Location COL00-23-423 Broomfield, CO 80021 Scott.seab@centurylink.com

Gary Black VP-Carrier Relations 1025 Eldorado Blvd. Bloomfield, CO 80021 Gary.black@centurylink.com

#### AMENDMENT

#### TO THE

#### INTERCONNECTION AGREEMENTS

#### WITH

# CENTURYLINK COMMUNICATIONS, LLC

This Amendment ("Amendment") deemed effective on August 3, 2022 (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 CenturyLink 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 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 be used for any Prohibited Traffic as defined below ("Prohibited Traffic"). Prohibited Traffic is that traffic which reasonably appears to be in violation of applicable laws, rules or regulations. Prohibited Traffic includes, but is not limited to:

- 2.1.1 Traffic that violates, or facilitates a violation of, applicable law, or that furthers an illegal purpose;
- 2.1.2 Traffic that unreasonably harms, frightens, or abuses; and
- 2.1.3 Traffic that unreasonably interferes with the use of the Frontier's network.
- 2.2 Other Evidence of Prohibited Traffic includes, but is not limited to, the following:
  - 2.2.1 Predictive dialing of telephone numbers at the NPA or NNX level;
  - 2.2.2 Initiating a call, communication or transmission as a result of a party receiving a telemarketing or telephone solicitation responding to a prompt, and signaling the calling party number (CPN) of the called party, unless the called party had an existing business relationship with the telemarketer or telephone solicitor;
  - 2.2.3 Passing a telephone number not associated with the calling party as a means to obtain name and number information for the improperly passed telephone number;
  - 2.2.4 Causing any caller identification service to transmit misleading or inaccurate caller identification information, with the intent to defraud, cause harm, or wrongfully obtain anything of value;
  - 2.2.5 Placing calls for the primary purpose of generating queries to capture the caller ID Name (CNAM) associated with a telephone number;
  - 2.2.6 Telemarketing or telephone solicitations to a party that is on a state or federal "Do Not Call" list, unless the called party has an existing business relationship with the telemarketer or telephone solicitor;
  - 2.2.7 Denial of Service attacks; and
  - 2.2.8 Artificial traffic stimulation, revenue pumping, and regulatory arbitrage.
- 2.3 If Frontier reasonably believes that Carrier is transmitting any of the preceding types of traffic using any Service provided under this Agreement, Frontier may suspend the affected service or discontinue the affected service. In the event of such suspension or discontinuance, Carrier that transmitted the relevant traffic to Frontier must indemnify Frontier against any claim, loss or damage arising from the suspension or discontinuance of the affected service, except for any claim, loss or damage caused by Frontier's gross negligence or willful misconduct.
- 2.4 Carrier agrees that if it receives a request for information about traffic sent to Frontier which is reasonably believed to be Prohibited Traffic from an authorized traceback administrator or from Frontier, Carrier will promptly respond to the authorized traceback request in good faith. Carrier agrees that its response shall indicate if it is in the call path as the originating provider of the calls (i.e., Carrier received the calls from Carrier's end user) or (ii) an intermediate provider (i.e., Carrier received the calls from another voice provider). The response shall also identify the provider from which it accepted the traffic or the end user that originated the call, as applicable. Carrier agrees to provide this information to the authorized traceback administrator without requiring a subpoena or other formal demand or request.

# 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.

# CENTURYLINK COMMUNICATIONS, LLC

# THE FRONTIER PARTIES

By: Gary R Black Jr Gary R Black Jr (Sep 12, 2022 08:56 MDT)

By: Roderick Cameron Roderick Cameron (Sep 27, 2022 06:44 EDT)

Printed: Gary Black

Title: VP, Carrier Relations

Date: Sep 12, 2022

Title: VP, Carrier Services

Printed: Roderick Cameron

Date: Sep 27, 2022

# EXHIBIT A

# INTERCONNECTION AGREEMENTS

Frontier	Level 3		Agreement	Amendment
Legal Entity	Legal Entity	State	Effective Date	No.
Frontier	CenturyLink			
Communications of	Communications,			
the South, LLC	LLC	AL	4/7/2015	2
Citizens	Qwest			_
Telecommunications	Communications			
Company of	Company LLC dba			
California Inc.	CenturyLink QCC	CA	12/27/2012	2
Frontier	Qwest	0/1		2
Communications of	Communications			
the Southwest Inc.	Company, LLC	CA	5/18/2000	6
	Qwest		5/10/2000	0
Frontier California	Communications			
Inc.	Company, LLC	CA	5/18/2000	7
The Southern New		CA	5/16/2000	1
England Telephone Company d/b/a				
Frontier	Qwest			
Communications of	Communications	OT	E/7/0000	0
Connecticut	Company, LLC	СТ	5/7/2009	2
Frontier	CenturyLink			
Communications of	Communications,			
the South, LLC	LLC	FL	9/17/2014	2
Frontier	CenturyLink			
Communications of	Communications,			-
Georgia LLC	LLC	GA	5/5/2015	2
Frontier	CenturyLink			
Communications of	Communications,			
lowa, LLC	LLC	IA	1/13/2017	2
Frontier North Inc.,	Qwest			
Frontier	Communications			
Communications of	Company LLC dba			
the Carolinas LLC	CenturyLink QCC	IL	9/27/2013	2
Frontier				
Communications of				
DePue, Inc.,				
Frontier				
Communications of				
Illinois, Inc., Frontier				
Communications of				
Lakeside, Inc.,				
Frontier				
Communications of				
Mt. Pulaski, Inc.,				
Frontier				
Communications of				
Orion, Inc., Frontier				
Communications -	CenturyLink			
Midland, Inc.,	Communications,			
Frontier	LLC	IL	11/28/2020	2

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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	McLeodUSA			
	Telecommunications			
	Services, LLC			
	(originally filed as			
	Qwest			
	Communications			
	Company LLC, dba	0.1	4/40/0045	0
Frontier North Inc.	CenturyLink QCC)	OH	1/12/2015	2
Frontier				
Communications of				
Breezewood, LLC,				
Frontier				
Communications of				
Canton, LLC,				
Frontier				
Communications of				
Lakwood, LLC,				
Frontier				
Communications of				
Oswayo River, LLC				
and Frontier	CenturyLink			
Communications of	Communications,			
Pennsylvania, LLC	LLC	PA	3/26/2015	2
Commonwealth	CenturyLink			
Telephone	Communications,			
Company LLC	LLC	PA	8/20/2015	2
Frontier	CenturyLink		-	
Communications of	Communications,			
the Carolinas LLC	LLC	SC	3/25/2015	2
Citizens		-		
Telecommunications				
Company of				
Tennessee L.L.C.				
d/b/a Frontier	CenturyLink			
Communications of	Communications,			
Tennessee LLC	LLC	TN	4/13/2015	2
	Qwest		1,10,2010	<u> </u>
	Communications			
Frontier North Inc.	Company LLC, dba	WI	9/4/2013	2
	Company LLC, upa	VVI	31412013	۷ ک

	CenturyLink QCC			
Frontier	CenturyLink			
Communications of	Communications,			
Wisconsin LLC	LLC	WI	7/1/2014	2
Citizens				
Telecommunications	CenturyLink			
Company of West	Communications,			
Virginia	LLC	WV	11/12/2020	2
	Qwest			
Frontier West	Communications			
Virginia	Company, LLC	WV	12/14/2004	3