



**VIA ELECTRONIC FILING**

October 2, 2012

Rosemary Chiavetta, Secretary  
PA Public Utility Commission  
P.O. Box 3265  
Harrisburg, PA 17105-3265

**RE: Amendment No. 2 – Interconnection Agreement Between Frontier Communications Breezewood, LLC, Frontier Communications of Pennsylvania, LLC and Comcast Business Communications, LLC; PA PUC Docket No. A-2008-2077502**

Dear Secretary Chiavetta:

Enclosed for filing is Amendment No. 2 to the Interconnection Agreement between Frontier Communications of Breezewood, Frontier Communications of Pennsylvania, and Comcast Business Communications, LLC, originally approved by the Pennsylvania Public Utility Commission at Docket No. A-2008-2077502, original order entry date February 5, 2009, which was filed pursuant to Sections 252 (e) (1) and (e) (2) of the Telecommunications Act of 1996 (“The Act”).

Also enclosed is an affidavit certifying Amendment No. 2 is a true and correct copy of the executed amendment. The Act specifies in Section 252 (e) (4) that if a state agency does not act to approve or reject an agreement reached by negotiation within ninety (90) days following the filing, it shall be deemed approved.

Comcast Business Communications, LLC is being represented by:

Robert Munoz  
Director of Regulatory Compliance  
Comcast  
One Comcast Center  
Philadelphia, PA 19103  
Voice: 720.267.2660  
Email: Robert\_Munoz@comcast.com

Letter to Rosemary Chiavetta  
October 2, 2012  
Page 2

It is respectfully requested that Amendment No. 2 be approved and placed in the Commission's file at the above-referenced Docket.

Respectfully submitted,



Michael P. Sharry  
State Manager Government and External Affairs  
Frontier Communications  
39 Public Square  
Wilkes-Barre, Pennsylvania 18701  
Tel: 570-631-5366

cc (via email): Robert Munoz – Comcast

cc (via US Mail): Office of Consumer Advocate  
555 Walnut Street, 5<sup>th</sup> Floor  
Harrisburg, PA 17101

Office of Small Business Advocate  
1102 Commerce Bldg  
300 Second Street  
Harrisburg, PA 17101

**AFFIDAVIT**

I, Michael P. Sharry, depose and state:

I am State Manager Government and External Affairs of Frontier Communications of Breezewood and Frontier Communications of Pennsylvania (collectively "Frontier"). My address is 39 Public Square, Wilkes-Barre, Pennsylvania 18701. The facts relating to the matters addressed in Amendment No. 2 to the Interconnection Agreement between Frontier and Comcast Business Communications, LLC have come to be known to me in the course of my employment.

I have reviewed same Amendment No. 2 and attest it is a true and correct copy of the amendment executed by both parties.

  
Michael P. Sharry

Oct. 2, 2012  
Date

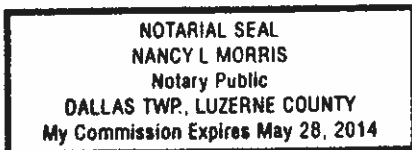
**NOTARY VERIFICATION**

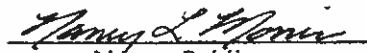
State of Pennsylvania )  
County of Luzerne )

TO WIT:

On October 2, 2012, before me, a Notary Public of such State and County, appeared Michael P. Sharry, who is the individual who executed this Affidavit.

Subscribed and sworn before me this 2<sup>nd</sup> day of October, 2012. My Commission expires on May 28, 2014.



  
Notary Public

**AMENDMENT NO. 2**  
**TO THE**  
**INTERCONNECTION AGREEMENT**  
**BETWEEN**

**FRONTIER COMMUNICATIONS OF BREEZEWOOD, LLC**  
**FRONTIER COMMUNICATIONS OF PENNSYLVANIA, LLC**

**AND**

**COMCAST BUSINESS COMMUNICATIONS, LLC**

This Amendment No. 2 (this "Amendment") shall be deemed effective July 1, 2012 (the "Amendment Effective Date") by and between Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania, LLC, (collectively, "Frontier"), both limited liability companies with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and Comcast Business Communications, LLC, ("Comcast"), a Pennsylvania limited liability company with offices at One Comcast Center, Philadelphia, PA 19103. Frontier and Comcast may be hereinafter referred to individually as a "Party" and collectively as the "Parties." This Amendment only covers the services addressed herein that Frontier provides in its operating territory in the state of Pennsylvania (the "State").

**WITNESSETH:**

**WHEREAS**, Frontier and Comcast are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated August 1, 2008 (the "Agreement"); and

**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. **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 (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Frontier Tariff or a Frontier Statement of Generally Available Terms and Conditions ("SGAT").
2. **Miscellaneous Provisions**
  - 2.1 **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 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 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.
- 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.

3. Reciprocal Compensation. *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* ("USF/ICC Transformation Order"), as such order may be revised, reconsidered, modified or changed in the future, provides for a phase down of reciprocal compensation rates. In consideration of such phase down, the Parties herein agree to exchange traffic, including applicable local VoIP-PSTN traffic as defined in the USF/ICC Transformation Order, previously compensated for under the Agreement's reciprocal compensation provision, at bill and keep. Bill and keep shall be defined as the exchange of subject traffic for which neither Party charges the other for transport or termination functions or services. All other VoIP-PSTN traffic will be exchanged pursuant to the Parties' applicable tariffs.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Comcast Business Communications, LLC

Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania, LLC

By: M. J. Clancy

By: [Signature]

Printed: MICHAEL CLANCY

Printed: Stephen LeVan

Title: VP OPERATIONS MGT.

Title: SVP, Carrier Sales and Service

Date: 8-10-2012

Date: 9-5-12