



**VIA ELECTRONIC FILING**

October 2, 2012

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

**RE: Amendment No. 1 – Interconnection Agreement between Sprint Spectrum, LLC and Frontier Communications of Breezewood, LLC (A-2009-2090728) Frontier Communications of Canton, LLC (A-2009-2090726) Frontier Communications of Lakewood, LLC (A-2009-2090721) Frontier Communications of Oswayo, LLC (A-2009-2090714) Frontier Communications of Pennsylvania, LLC (A-2009-2089546)**

Dear Secretary Chiavetta:

Frontier Communications respectfully submits Amendment No. 1 to the Interconnection Agreement between Sprint Spectrum, LLC and Frontier Communications of Breezewood, LLC (A-2009-2090728) Frontier Communications of Canton, LLC (A-2009-2090726) Frontier Communications of Lakewood, LLC (A-2009-2090721) Frontier Communications of Oswayo, LLC (A-2009-2090714) Frontier Communications of Pennsylvania, LLC (A-2009-2089546), approved by the Pennsylvania Public Utility Commission at the above-referenced dockets carrying an original order entry date of March 27, 2009, which was filed pursuant to Section 252 of the Telecommunications Act of 1996 ("The Act").

Also enclosed is an affidavit certifying Amendment No. 1 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.

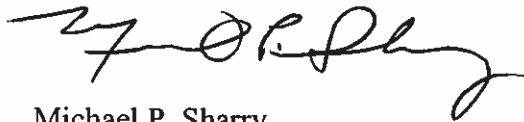
Sprint Spectrum, LLC is being represented by:

Mary K. Joshi  
6360 Sprint Parkway  
Overland Park, KS 66251  
913.827.0407  
mary.k.joshi@sprint.com

Letter to Rosemary Chiavetta  
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It is respectfully requested that Amendment No. 1 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): Mary K. Joshi – Sprint Spectrum, LLC

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. My address is 39 Public Square, Wilkes-Barre, Pennsylvania 18701. The facts relating to the matters addressed in Amendment No. 1 to the Interconnection Agreement between Frontier Communications of Breezewood, Frontier Communications of Canton, Frontier Communications of Lakewood, Frontier Communications of Oswayo, Frontier Communications of Pennsylvania and Sprint Spectrum, LLC have come to be known to me in the course of my employment.

I have reviewed same Amendment No. 1 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.

NOTARIAL SEAL  
NANCY L MORRIS  
Notary Public  
DALLAS TWP., LUZERNE COUNTY  
My Commission Expires May 28, 2014

  
Notary Public

**AMENDMENT NO. 1  
TO THE INTERCONNECTION AGREEMENT BETWEEN  
FRONTIER COMMUNICATIONS OF PENNSYLVANIA, LLC, FRONTIER  
COMMUNICATIONS OF OSWAYO RIVER LLC, FRONTIER COMMUNICATIONS  
OF LAKEWOOD, LLC, FRONTIER COMMUNICATIONS OF CANTON, LLC. AND  
FRONTIER COMMUNICATIONS OF BREEZEWOOD, LLC  
AND  
SPRINT SPECTRUM L.P.**

This Amendment No. 1 (this "Amendment") shall be deemed effective on July 1, 2012 (the "Amendment Effective Date") by and between Frontier Communications of Pennsylvania, LLC; Frontier Communications of Oswayo River LLC; Frontier Communications of Lakewood, LLC; Frontier Communications of Canton, LLC; Frontier Communications of Breezewood, LLC (collectively "Frontier"), all Pennsylvania corporations, with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and Sprint Spectrum L.P., a Delaware limited partnership, as agent and General Partner for Wireless Co. L.P. and SprintCom, Inc. ("Sprint"), with offices at 6200 Sprint Parkway, Overland Park, Kansas. Frontier and Sprint 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 legal entity of Frontier Communications of Pennsylvania, LLC; Frontier Communications of Oswayo River LLC; Frontier Communications of Lakewood, LLC; Frontier Communications of Canton, LLC; Frontier Communications of Breezewood, LLC (the "State").

**WITNESSETH:**

**WHEREAS**, Frontier and Sprint are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated December 15, 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").
- 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 the Parties 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 Rates.** Reciprocal compensation rates in this Agreement will be reduced or eliminated as provided in the *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* and in *FCC 11-189 Order on Reconsideration (rel. December 23, 2011)*<sup>1</sup> as such order may be revised, reconsidered, changed or modified. In the event any such revision, reconsideration, change or modification becomes effective, such action may be incorporated into this Agreement pursuant to the change of law provisions of the Agreement. For clarity, reciprocal compensation, effective July 1, 2012, will be bill and keep subject to any future revision, reconsideration, change or modification of the *USF/ICC Transformation Order* which are the subject of this Amendment.
- 4 The Parties enter this Amendment without waiving or prejudicing any position they have taken previously, or may take in the future, in any legislative, regulatory, or other public forum addressing any matters related to compensation for traffic exchanged between the Parties over their respective networks.
- 5 **Notices.**
- 5.1 All notices required under the Agreement for Frontier Communications of Pennsylvania, LLC; Frontier Communications of Oswayo River LLC; Frontier Communications of Lakewood, LLC; Frontier Communications of Canton, LLC; Frontier Communications of Breezewood, LLC shall be sent to the contacts listed below and includes, but is not limited to, notice for legal, regulatory, billing, tax related documents, and insurance related documents.

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<sup>1</sup> *In the Matter of Connect America Fund, A National Broadband Plan for Our Future, Establishing Just and Reasonable Rates for Local Exchange Carriers, High-Cost Universal Service Support, Developing an Unified Inter-carrier Compensation Regime, Federal-State Joint Board on Universal Service, Lifeline and Link-Up, Universal Service Reform – Mobility Fund*, WC Docket No. 10-90, GN Docket No. 09-51, WC Docket No. 07-135, WC Docket No. 05-337, CC Docket No. 01-92, CC Docket No. 96-45, WC Docket No. 03-109, WT Docket No. 10-208, "Report and Order and Further Notice of Proposed Rulemaking", FCC 11-161 (rel. Nov. 18, 2011) and "Order on Reconsideration", FCC 11-189 (rel. Dec. 23, 2011) ("*USF/ICC Transformation Order*").

Frontier Communications  
Attn: Director, Business Operations – Carrier Services  
180 S. Clinton Ave  
Rochester, NY, 14646

With Copy to:

Frontier Communications  
Attn: Associate General Counsel  
180 S. Clinton Ave  
Rochester, NY 14646

5.2 All notices required under the Agreement for Sprint shall be sent to the contacts listed below and includes, but is not limited to, notice for legal, regulatory, billing, tax related documents, and insurance related documents.

Sprint  
Manager, Carrier Interconnection Management  
Mailstop: KSOPHE0102-1D218  
6360 Sprint Parkway  
Overland Park, KS 66251  
(913) 827-0597 (overnight mail only)

With a Copy to:

Sprint  
Legal/Telecom Management Group  
Mailstop: KSOPHN0312 - 3A318  
6450 Sprint Parkway  
Overland Park, KS 66251  
(913) 315-9762 (overnight mail only)

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

Sprint Spectrum L.P.

Frontier Communications of Pennsylvania, LLC;  
Frontier Communications of Oswayo River LLC;  
Frontier Communications of Lakewood, LLC;  
Frontier Communications of Canton, LLC;  
Frontier Communications of Breezewood, LLC

By: 

By: 

Printed: Rick D. Ratliff

Printed: Stephen LeVan

Title: Director - Switched Access Planning

Title: SVP, Carrier Sales and Service

Date: 8/2/12

Date: 9.5.12