



VIA ELECTRONIC FILING

February 21, 2013

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

RE: Amendment No. 2 – Interconnection Agreement between Verizon Wireless and Frontier Communications of Breezewood, LLC (A-310489F7018) Frontier Communications of Canton, LLC (A-310489F7019) Frontier Communications of Lakewood, LLC (A-310489F7021) Frontier Communications of Oswayo, LLC (A-310489F7020) Frontier Communications of Pennsylvania, LLC (A-310489F7007), Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company (A-310489F7003)

Dear Secretary Chiavetta:

Frontier Communications respectfully submits Amendment No. 2 to the Interconnection Agreement between Verizon Wireless and Frontier Communications of Breezewood, LLC (A-310489F7018) Frontier Communications of Canton, LLC (A-310489F7019) Frontier Communications of Lakewood, LLC (A-310489F7021) Frontier Communications of Oswayo, LLC (A-310489F7020) Frontier Communications of Pennsylvania, LLC (A-310489F7007), Commonwealth Telephone Company d/b/a Frontier Communications Commonwealth Telephone Company (A-310489F7003) approved by the Pennsylvania Public Utility Commission at the above-referenced dockets, which were filed pursuant to Sections 251 and 252 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.

(Continued)

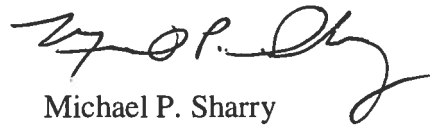
Letter to Rosemary Chiavetta
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Verizon Wireless is being represented by:

Mary Bacigalupi
Verizon Wireless
2785 Mitchell Drive, MS 8-1
Walnut Creek, CA 94598
925-279-6006
Mary.Bacigalupi@VerizonWireless.com

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

Respectfully submitted,



Michael P. Sharry
State Manager Government and External Affairs
Frontier Communications
100 CTE Drive
Dallas, Pennsylvania 18612
Tel: 570-631-5366

cc (via email): Mary Bacigalupi – Verizon Wireless

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

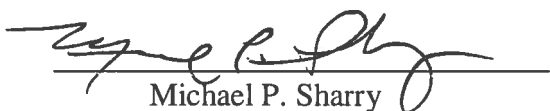
Office of Small Business Advocate
1102 Commerce Bldg
300 Second Street
Harrisburg, PA 17101

AFFIDAVIT

I, Michael P. Sharry, depose and state:

I am State Manager Government and External Affairs of Frontier Communications. My address is 100 CTE Drive Dallas, PA 18612. The facts relating to the matters addressed in Amendment No. 2 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, Frontier Communications Commonwealth Telephone Company and Verizon Wireless 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

Feb. 21, 2013
Date

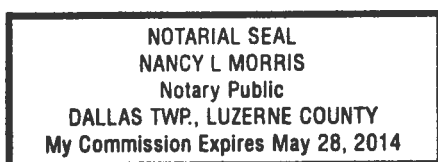
NOTARY VERIFICATION

State of Pennsylvania)
County of Luzerne)

TO WIT:

On February 21, 2013, 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 21st day of February, 2013. My Commission expires on May 28, 2014.




Notary Public

AMENDMENT NO. (2)

TO THE

INTERCONNECTION AGREEMENT

BETWEEN

**FRONTIER COMMUNICATIONS OF LAKEWOOD, LLC
FRONTIER COMMUNICATIONS OF BREEZEWOOD, LLC
FRONTIER COMMUNICATIONS OF CANTON, LLC
FRONTIER COMMUNICATIONS OF OSWAYO RIVER LLC
FRONTIER COMMUNICATIONS OF PENNSYLVANIA, LLC
COMMONWEALTH TELEPHONE COMPANY, LLC d/b/a FRONTIER COMMONWEALTH
TELEPHONE COMPANY**

AND

VERIZON WIRELESS FOR THE STATE OF PENNSYLVANIA

This Amendment No. 2 (this "Amendment") shall be deemed effective on July 1, 2012 (the "Amendment Effective Date") by and between Frontier Communications of Lakewood, LLC, Frontier Communications of Breezewood, LLC, Frontier Communications of Canton, LLC, Frontier Communications of Oswayo River LLC, Frontier Communications of Pennsylvania, LLC and Commonwealth Telephone Company, LLC d/b/a Frontier Commonwealth Telephone Company, all limited liability companies, (collectively "Frontier") with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and Verizon Wireless for the State of Pennsylvania, having an office and principal place of business at One Verizon Way, Basking Ridge, NJ 07920 ("Verizon Wireless") Frontier and Verizon Wireless 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 entities listed in the opening paragraph of this Amendment in the state of Pennsylvania (the "State").

WITNESSETH:

WHEREAS, Frontier and Verizon Wireless are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated December 2, 2004 (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 2.1.

- 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.
- 2.9 Definitions. Notwithstanding any other provision in the Agreement, this Amendment or any Verizon Tariff or SGAT, the term "Tariff," as used in this Amendment, shall mean: (a) Any applicable Federal or state tariff of a Party, as amended from time to time; or (b) any standard agreement or other document, as amended from time to time, that sets forth the generally available terms, conditions and prices under which a Party offers a Service. The term "Tariff" does not include any Frontier Statement of Generally Available Terms (SGAT) which has been approved or is pending approval by the Commission pursuant to Section 252(f) of the Act.

3. IntraMTA Traffic. 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)* as such order may be stayed, revised, reconsidered, changed or modified. When any such stay, revision, reconsideration, change or modification is effective, and changes the reciprocal compensation rate for IntraMTA traffic, such action will be automatically incorporated into this Agreement. For clarity, the reciprocal compensation rate, effective July 1, 2012, will be zero subject to any future stay, revision, reconsideration, change or modification of the *USF/ICC Transformation Order*.

4. Notices

4.1 All notices required under the Agreement for Frontier 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.

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

With Copy to:

Frontier Communications
Attn: Legal Department
3 High Ridge Park
Stamford, CT 06905

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

Cellco Partnership d/b/a Verizon Wireless

**Northeast Pennsylvania SMSA Limited Partnership d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner**

**Pennsylvania RSA 1 Limited Partnership d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner**

**Pennsylvania 3 Sector 2 Limited Partnership d/b/a Verizon Wireless
By NYNEX Mobile of New York, L. P., Its General Partner
By Upstate Cellular Network, Its General Partner
By Cellco Partnership, Its General Partner**

**Pennsylvania 4 Sector 2 Limited Partnership d/b/a Verizon Wireless
By NYNEX Mobile of New York, L.P., Its General Partner
By Upstate Cellular Network, Its General Partner
By Cellco Partnership, Its General Partner**

**Pennsylvania RSA No. 6 (I) Limited Partnership d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner**

**Pennsylvania RSA No. 6 (II) Limited Partnership d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner**

**Pittsburgh SMSA Limited Partnership d/b/a Verizon Wireless
By Cellco Partnership, Its General Partner**

**Allentown SMSA Limited Partnership d/b/a Verizon Wireless
By Bell Atlantic Mobile Systems of Allentown, Inc., Its General Partner**

Verizon Wireless Telecom. Inc. d/b/a Verizon Wireless

Rural Cellular Corporation d/b/a Verizon Wireless

By: _____

Printed: _____

Title: _____

Date: _____

**Frontier Communications of Lakewood, LLC
Frontier Communications of Breezewood, LLC
Frontier Communications of Canton, LLC
Frontier Communications of Oswayo River, LLC
Frontier Communications of Pennsylvania, LLC
Commonwealth Telephone Company, LLC d/b/a Frontier Commonwealth Telephone
Company**

By: 

Printed: Stephen LeVan

Title: SVP, Carrier Sales and Services

Date: 2.4.13