



VIA ELECTRONIC FILING

March 11, 2013

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

RE: Adoption of an Opt-in Interconnection Agreement Between Frontier Communications of Pennsylvania, Frontier Communications of Breezewood and Comcast Phone of Pennsylvania

Dear Secretary Chiavetta:

Enclosed for filing is an Opt-in Agreement for Interconnection between Frontier Communications of Pennsylvania, Frontier Communications of Breezewood (collectively "Frontier") and Comcast Phone of Pennsylvania, pursuant to Section 251(i) of the Telecommunications Act of 1996 ("The Act").

Also enclosed is an affidavit certifying the Opt-in agreement is a true and correct copy of the executed agreement. The Parties agree that the opt-in agreement shall consist of the Agreement for Interconnection between Frontier and Comcast Business Communications, LLC, originally approved by the Pennsylvania Public Utility Commission at Docket No. A-2008-2077502, original order entry date of February 5, 2009. 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 Phone of Pennsylvania is being represented by:

Beth Choroser
Senior Director of Regulatory Compliance
Comcast Cable Communications
Phone: 215-286-7893
beth_choroser@comcast.com

Letter to Rosemary Chiavetta
March 11, 2013
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It is respectfully requested that the opt-in agreement be approved by the Commission.

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): Beth Choroser – Comcast

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, Pennsylvania 18612. The facts relating to the matters addressed in the Opt-in Interconnection Agreement between Frontier Communications of Breezewood, Frontier Communications of Pennsylvania and Comcast Phone of Pennsylvania have come to be known to me in the course of my employment.

I have reviewed same opt-in agreement and attest it is a true and correct copy of the agreement executed by both parties.


Michael P. Sharry

3/11/2013
Date

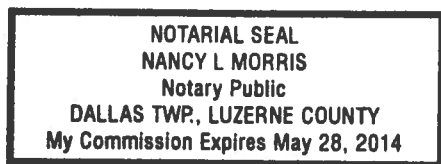
NOTARY VERIFICATION

State of Pennsylvania)
County of Luzerne)

TO WIT:

On March 11, 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 11th day of March, 2013. My Commission expires on May 28, 2014.




Notary Public



Stephen LeVan
SVP, Carrier Sales and Service
180 S. Clinton Ave
Rochester, NY 14646

January 22, 2013

Michael Clancy
Vice President Carrier Management
Comcast Phone of Pennsylvania, LLC
One Comcast Center
Philadelphia, PA 19103

Re: Requested Adoption Under Section 252(i) of the Communications Act

Dear Mr. Clancy:

Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania, LLC (together "Frontier"), both Pennsylvania limited liability companies, with a principal place of business at 180 S. Clinton Avenue, Rochester, NY, 14646, has received correspondence stating that Comcast Phone of Pennsylvania, LLC ("Comcast"), a Delaware limited liability company, with principal place of business at One Comcast Center, Philadelphia, PA 19103, wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between Comcast Business Communications, LLC ("Carrier") and Frontier that was approved by the Pennsylvania Public Utility Commission (the "Commission") as an effective agreement in the Commonwealth of Pennsylvania in Docket Number A-2008-2077502 as such agreement exists on the date hereof including, without limitation, any Amendments thereto, after giving effect to operation of law (the "Terms"). I understand Comcast has a copy of the Terms. Please note the following with respect to Comcast's adoption of the Terms.

1. By Comcast's countersignature on this letter, Comcast hereby represents and agrees to the following seven points:
 - A. Comcast adopts (and agrees to be bound by) the Terms, and, in applying the Terms, agrees that Comcast shall be substituted in place of Comcast Business Communications, LLC and Carrier in the Terms wherever appropriate.
 - B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Frontier (i) that no longer applies to Frontier under the Report and Order and Order on Remand (FCC 03-

36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.

- C. Notice to Comcast and Frontier as may be required or permitted under the Terms shall be provided as follows:

To Comcast:

Richard Chapkis
Deputy General Counsel
One Comcast Center, 55th Floor
Philadelphia, PA 19103
Telephone Number: 215-286-5237
Facsimile Number: 215-286-5039
Internet Address: Richard_Chapkis@comcast.com

with a copy to:

Beth Choroser
Executive Director of Regulatory Affairs
One Comcast Center, 55th Floor
Philadelphia, PA 19103
Telephone Number: 215-286-7893
Facsimile Number: 215-286-5039
Internet Address: Beth_Choroser@comcast.com

To Frontier:

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

with a copy to:

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

- D. Comcast represents and warrants that it is a certified provider of local telecommunications service in the Commonwealth of Pennsylvania, and that its adoption of the Terms will cover services in Frontier's service territory in Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania, LLC for the Commonwealth of Pennsylvania only.

- E. In the event an interconnection agreement between Frontier and Comcast is currently in effect in the Commonwealth of Pennsylvania (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
 - F. Comcast's adoption of the Terms shall be deemed effective upon commission approval of this adoption.
- 2. As the Terms are being adopted by Comcast pursuant to Section 252(i) of the Act, Frontier does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance the Terms does not in any way constitute a waiver by either Party of any position as to the Terms or a portion thereof, nor does it constitute a waiver by either Party of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in the Terms as a result of Comcast's adoption of the Terms.
 - 3. Intentionally left blank.
 - 4. Frontier reserves the right to deny Comcast's application of the Terms, in whole or in part, at any time:
 - A. when the costs of providing the Terms to Comcast are greater than the costs of providing them to Carrier;
 - B. if the provision of the Terms to Comcast is not technically feasible; and/or
 - C. to the extent that Frontier otherwise is not required to make the Terms available to Comcast under applicable law.
 - 5. For the avoidance of any doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Frontier has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Any compensation to be paid for Internet traffic will be handled pursuant to the terms of the Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 99-68, (adopted November 5, 2008) ("*FCC Internet Orders*"), not pursuant to adoption of the Terms. Moreover, in light of the *FCC Internet Orders*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's

rules implementing section 252(i) of the Act.¹ In fact, the *FCC Internet Orders* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.²

6. *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
7. Should Comcast attempt to apply the Terms in a manner that conflicts with any of the Paragraphs above, Frontier reserves its rights to seek appropriate legal and/or equitable relief.
8. In the event that a voluntary or involuntary petition has been or is in the future filed against Comcast under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an “Insolvency Proceeding”), then: (A) all rights of Frontier under such laws, including, without limitation, all rights of Frontier under 11 U.S.C. § 366, shall be preserved, and Comcast’s adoption of the Terms shall in no way impair such rights of Frontier; and (B) all rights of Comcast resulting from Comcast’s adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Frontier pursuant to 11 U.S.C. § 366.

¹ See, e.g., 47 C.F.R. Section 51.809(c).
² *FCC Internet Order* ¶ 82.

SIGNATURE PAGE

Please arrange for a duly authorized representative of Comcast to sign this letter in the space provided below and return it to Frontier.

Sincerely,

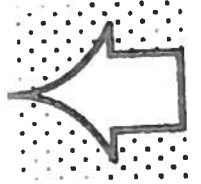
Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania, LLC



Stephen LeVan

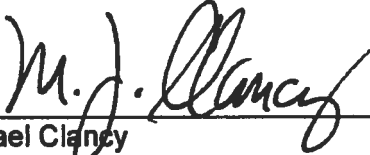
3.1.13

(DATE)



Reviewed and countersigned as to Paragraph 1:

Comcast Phone of Pennsylvania, LLC



Michael Clancy
Vice President Carrier Management

1-24-2013

(DATE)