



**VIA ELECTRONIC FILING**

December 21, 2016

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

**RE: Local Interconnection Opt-In Agreement between Commonwealth Telephone Company, LLC d/b/a Frontier Communications and US LEC of Pennsylvania, LLC.**

Dear Secretary Chiavetta:

Enclosed for filing is an Opt-In Agreement for Local Interconnection between Commonwealth Telephone Company, LLC d/b/a Frontier Communications and US LEC of Pennsylvania, LLC, filed pursuant to Section 251 and 252 of the Telecommunications Act of 1996 ("The Act").

The parties are requesting to Opt-In to the Agreement for Local Interconnection between Commonwealth Telephone Company, LLC d/b/a Frontier Communications, and MCImetro Access Transmission Services, LLC, which was approved by the Pennsylvania Public Utility Commission on November 8, 2012 in Docket No. A-2012-2324915.

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.

US LEC of Pennsylvania, LLC is being represented by:

S. Lynn Hughes  
US LEC of Pennsylvania, LLC.  
4001 Rodney Parham Road  
Little Rock, AR 72212  
Telephone Number: 501-748-5367  
Email: s.lynn.hughes@windstream.com

Letter to Secretary Rosemary Chiavetta  
December 21, 2016  
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It is respectfully requested that the agreement be approved by the Commission.

Respectfully submitted,



Carl S. Yastremski  
Manager Regulatory Affairs  
Frontier Communications  
100 CTE Drive  
Dallas, PA 18612  
Telephone Number: 570-631-3485  
Email: carl.yastremski@ftr.com

cc (via US Mail): S. Lynn Hughes – US LEC of Pennsylvania, LLC

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

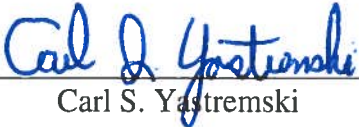
Office of Small Business Advocate  
1102 Commerce Bldg  
300 North Second Street  
Suite 202  
Harrisburg, PA 17102

# AFFIDAVIT

I, Carl S. Yastremski, depose and state:

I am Manager Regulatory Affairs of Commonwealth Telephone Company, LLC d/b/a Frontier Communications. My address is 100 CTE Drive, Dallas, Pennsylvania 18612. The facts relating to the matters addressed in the agreement for local interconnection between Commonwealth Telephone Company d/b/a Frontier Communications and US LEC of Pennsylvania, LLC have come to be known to me in the course of my employment.

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

  
\_\_\_\_\_  
Carl S. Yastremski

  
\_\_\_\_\_  
Date

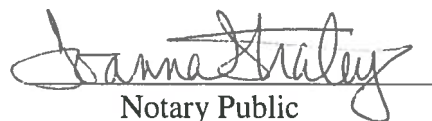
# NOTARY VERIFICATION

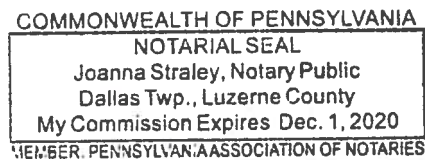
State of Pennsylvania )  
County of Luzerne )

TO WIT:

On December 21, 2016, before me, a Notary Public of such State and County, appeared Carl S. Yastremski, who is the individual who executed this Affidavit.

Subscribed and sworn before me this 21st day of December, 2016. My Commission expires on  
12/1/2020.

  
\_\_\_\_\_  
Notary Public





**Michael Daniel**  
**SVP, Carrier Sales and Services**  
**222 W. Las Colinas Blvd, 8th Flr**  
**Irving, TX 75039**

October 25, 2016

S. Lynn Hughes  
Director – Contract Compliance  
4001 Rodney Parham Road  
Little Rock, AR 72212

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

Dear Ms. Hughes:

Commonwealth Telephone Company, LLC d/b/a Frontier Communications ("Frontier"), a Pennsylvania limited liability company, with principal place of business at 180 S. Clinton Avenue, Rochester, NY, 14646, has received correspondence stating that US LEC of Pennsylvania LLC ("US LEC"), a North Carolina limited liability company, with principal place of business at 4001 Rodney Parham Road, Little Rock, AR 72212, wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between MCImetro Access Transmission Services LLC ("Carrier") and Frontier that was approved by the Public Service Commission of Pennsylvania (the "Commission") as an effective agreement in the Commonwealth of Pennsylvania, Docket Number a-2012-2324915, as such agreement exists on the date hereof. Please note the following with respect to US LEC's adoption of the Terms.

1. By US LEC's countersignature on this letter, US LEC hereby represents and agrees to the following six points:

A. US LEC adopts (and agrees to be bound by) the Terms, and, in applying the Terms, agrees that US LEC shall be substituted in place of MCImetro Access Transmission Services 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 US LEC and Frontier as may be required or permitted under the Terms shall be provided as follows:

To US LEC of Pennsylvania

Interconnection Services  
4001 Rodney Parham Road  
Little Rock, AR 72212  
Telephone Number: 904-624-1612  
margaret.rubino@windstream.com

with a copy to:

S. Lynn Hughes  
Director – Contract Compliance  
4001 Rodney Parham Road  
Little Rock, AR 72212  
Telephone Number: 501-748-5367  
s.lynn.hughes@windstream.com

To Frontier:

Frontier Communications  
Contract Management  
222 W. Las Colinas Blvd, 8th Flr  
Irving, TX 75039  
Internet Address: contract.management@Frontier.com

with a copy to:

Frontier Communications  
Legal Department - Interconnection  
401 Merritt 7  
Norwalk, CT 06851

D. US LEC 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 Commonwealth Telephone Company, LLC d/b/a Frontier Communications for the Commonwealth of Pennsylvania only.

E. In the event an interconnection agreement between Frontier and US LEC 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. US LEC's adoption of the Terms shall be deemed effective on upon the filing and performance of this adoption.

2. As the Terms are being adopted by US LEC 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 by Frontier of the Terms does not in any way constitute a waiver by Frontier of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Frontier of all rights and remedies it may have to seek review of the Terms,

3. Nothing herein shall be construed as or is intended to be a concession or admission by Frontier that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Frontier expressly reserves its full right to assert and pursue claims arising from or related to the Terms.

4. Frontier reserves the right to deny US LEC's application of the Terms, in whole or in part, at any time:

A. when the costs of providing the Terms to US LEC are greater than the costs of providing them to Carrier;

B. if the provision of the Terms to US LEC is not technically feasible; and/or

C. to the extent that Frontier otherwise is not required to make the Terms available to US LEC 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. Frontier's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 and in 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"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act. Any compensation to be paid for Internet traffic will be handled pursuant to the terms of the 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. 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.

6. Should US LEC attempt to apply the Terms in a manner that conflicts with Paragraphs Two through Paragraphs Five above, Frontier reserves its rights to seek appropriate legal and/or equitable relief.

7. In the event that a voluntary or involuntary petition has been or is in the future filed against US LEC 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 US LEC's adoption of the Terms shall in no way impair such rights of Frontier; and (B) all rights of US LEC resulting from US LEC'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.

SIGNATURE PAGE

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

Sincerely,

Commonwealth Telephone Company, LLC d/b/a Frontier Communications



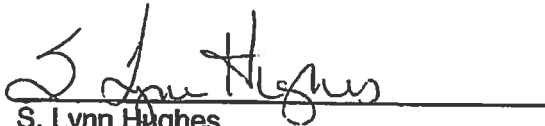
Michael Daniel

12-12-16

(DATE)

Reviewed and countersigned as to Paragraph 1:

US LEC of Pennsylvania LLC



S. Lynn Hughes  
Director – Contract Compliance

10-27-16

(DATE)