



VIA ELECTRONIC FILING

March 29, 2021

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

RE: Amendment to Interconnection Agreements between Commonwealth Telephone Company dba Frontier Communications Commonwealth Telephone Company & Comcast Phone of Pennsylvania, Commonwealth Telephone Company dba Frontier Communications Commonwealth Telephone Company & Comcast Business Communications, LLC, Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania, LLC & Comcast Phone of Pennsylvania, & Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania & Comcast Business Communications, LLC

Dear Secretary Chiavetta:

Enclosed for filing is an Amendment to the Interconnection Agreements between the Frontier and Comcast for the following entities which are being filed pursuant to Section 252 of the Telecommunications Act of 1996 ("The Act"):

- Commonwealth Telephone Company dba Frontier Communications Commonwealth Telephone Company & Comcast Phone of Pennsylvania, Docket A-2013-2343235
- Commonwealth Telephone Company dba Frontier Communications Commonwealth Telephone Company & Comcast Business Communication, LLC, Docket A-2008-2077491
- Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania, LLC & Comcast Phone of Pennsylvania, Docket A-2013-2352201
- Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania, LLC & Comcast Business Communications, LLC, A-2008-2077502

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.

Letter to Secretary Rosemary Chiavetta
March 29, 2021
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Comcast, and its entities, is being represented by:

Beth O'Donnell
Director, Regulatory Affairs
One Comcast Center, 55th Floor
Philadelphia, PA 19103
Telephone: 215-286-5187
Email: Beth_Odonnell@comcast.com

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
Tel: 570-631-3485

cc (via email): Beth O'Donnell – 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, Carl S. Yastremski, depose and state:

I am Manager Regulatory Affairs of Frontier Communications Commonwealth Telephone Company, Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania, LLC. My address is 100 CTE Drive, Dallas, Pennsylvania 18612. The facts relating to the matters addressed in the amendment agreement for interconnection between Commonwealth Telephone Company dba Frontier Communications Commonwealth Telephone Company & Comcast Phone of Pennsylvania, Commonwealth Telephone Company dba Frontier Communications Commonwealth Telephone Company & Comcast Business Communications, LLC, Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania, LLC & Comcast Phone of Pennsylvania, & Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania & Comcast Business Communications, LLC have come to be known to me in the course of my employment.

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

Carl S. Yastremski
Carl S. Yastremski

3-29-21
Date

NOTARY VERIFICATION

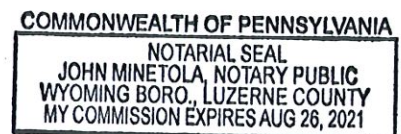
State of Pennsylvania)
County of Luzerne)

TO WIT:

On March 29, 2021, 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 29th day of March 2021. My Commission expires on AUG 26, 2021.

John Minetola
Notary Public



**AMENDMENT
TO THE
INTERCONNECTION AGREEMENTS
BETWEEN
FRONTIER
AND
COMCAST**

This Amendment ("Amendment") deemed effective on January 1, 2021 (the "Amendment Effective Date") amends each of the Interconnection Agreements (each, the "Agreement", collectively, the "Interconnection Agreements") by and between each of the Frontier incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Frontier") and each of the Comcast wireline competitive local exchange carrier ("CLEC") affiliates, individually and collectively the "Comcast") listed in Exhibit A. Frontier and Comcast may be referred to individually as a "Party" and collectively as the "Parties." The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended.

RECITALS

A. Frontier and Comcast, whether as original parties or as a result of Comcast's adoption of an agreement pursuant to 252(i) of the Communications Act of 1934 as amended (the "Act"), are Parties to an interconnection agreement under Section 251 and 252 of the Act (such interconnection agreement, as amended to date, being referred to as the "Agreement"); and

B. The Federal Communications Commission ("FCC") issued its Proposed Order and Further Notice of Proposed Rulemaking, WC Docket Nos. 17-97 and 20-67 (rel. Mar 31, 2020) ("FCC STIR/SHAKEN Order");

C. The Parties, each without waiving any rights or arguments it may have with respect to whether an amendment is required to effectuate the FCC STIR/SHAKEN Orders under the terms of the Agreement, wish to amend the Agreement as set forth in this Amendment; and

AGREEMENT

In consideration of the mutual promises contained in this Amendment, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. 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 or a Frontier Tariff.
2. Prohibited Traffic
 - 2.1 The Services provided under this Agreement shall not knowingly be used for any traffic which reasonably appears to be in violation of applicable laws, rules or regulations or that furthers an illegal purpose ("Prohibited Traffic").

- 2.2 If a Party reasonably believes that the other Party is knowingly transmitting Prohibited Traffic using any Service provided under this Agreement, that Party may notify the other Party. Upon notification, the Parties agree to cooperate to determine whether the traffic is Prohibited Traffic. Either Party also may initiate a dispute under the Resolution of Disputes provisions of the Agreements.
- 2.3 Parties agree that if either Party receives a request for information about traffic sent to a Party by the other Party which is reasonably believed to be Prohibited Traffic from an authorized traceback administrator, as authorized by US Telecom's Traceback Group, or its successor, or a Party, they will promptly respond to the authorized traceback request in good faith. The Parties agree to provide complete and accurate information in response to the authorized traceback request. The response shall identify the provider from which it accepted the traffic. Parties agree to provide this information to the authorized traceback administrator without requiring a subpoena.

3. Miscellaneous Provisions

- 3.1 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.
- 3.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 3.3 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.
- 3.4 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.
- 3.5 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. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 3.6 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.

- 3.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 3.8 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.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

The Parties have caused this Amendment to be executed as of the Amendment Effective Date.

COMCAST

FRONTIER

By: Leslie Fein
Leslie Fein (Mar 15, 2021 10:13 EDT)

By: Roderick Cameron
Roderick Cameron (Mar 15, 2021 13:48 EDT)

Printed: Leslie Fein

Printed: Roderick Cameron

Title: SVP Procurement

Title: VP, Carrier Services

Date: Mar 15, 2021

Date: Mar 15, 2021

**Exhibit A
Interconnection Agreements**

Frontier Legal Entity	Comcast Legal Entity	State	Effective Date	Amd No.
The Southern New England Telephone Company d/b/a Frontier Communications of Connecticut	Comcast Phone of Connecticut, Inc.	CT	1/4/2006	7
Frontier Florida LLC	Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone	FL	11/15/2004	6
Frontier Communications of Georgia LLC	Comcast Phone of Georgia, LLC	GA	8/15/2006	4
Frontier North Inc., Frontier Communications of the Carolinas LLC	Comcast Phone of Illinois, LLC d/b/a Comcast Digital Phone	IL	10/29/2004	6
Citizens Telecommunications Company of Illinois, Frontier Communications of DePue, Inc., Frontier Communications of Illinois, Inc., Frontier Communications of Lakeside, Inc., Frontier Communications of Mt. Pulaski, Inc., Frontier Communications of Orion, Inc.	Comcast Phone of Illinois, LLC d/b/a Comcast Digital Phone	IL	06/19/2013	2
Frontier Communications of Thorntown LLC	Comcast Phone of Central Indiana, LLC	IN	8/1/2008	4
Frontier Midstates Inc., Frontier North Inc.	Comcast Phone of Central Indiana, LLC	IN	11/2/2004	4
Frontier Communications of Michigan, Inc.	Comcast Phone of Michigan, LLC d/b/a Comcast Digital Phone	MI	12/1/2006	4
Frontier Midstates Inc., Frontier North Inc.	Comcast Phone of Michigan, LLC d/b/a Comcast Digital Phone	MI	10/21/2004	5
Frontier Communications of Minnesota, Inc.	Comcast Phone of Minnesota, Inc. d/b/a Comcast Digital Phone	MN	5/25/2006	4
Frontier Communications of Mississippi LLC	Comcast Phone of Mississippi, LLC	MS	12/1/2006	4
Frontier Communications of New York, Inc., Frontier Communications of Sylvan Lake, Inc.	Comcast Phone of New York, LLC	NY	8/15/2005	5
Citizens Telecommunications Company of New York, Inc.	Comcast Phone of New York, LLC	NY	5/1/2007	5
Frontier North Inc.	Comcast Phone of Ohio, LLC d/b/a Comcast Digital Phone	OH	12/6/2004	6
Commonwealth Telephone Company LLC	Comcast Phone of Pennsylvania	PA	3/14/13	2
Commonwealth Telephone Company LLC	Comcast Business Communications, LLC	PA	8/1/2008	4

Frontier Legal Entity	Comcast Legal Entity	State	Effective Date	Amd No.
Frontier Communications of Breezewood, LLC, Frontier Communications of Pennsylvania, LLC	Comcast Phone of Pennsylvania	PA	5/9/13	2
Frontier Communications of Breezewood, LLC, Frontier Communications of Pennsylvania, LLC	Comcast Business Communications, LLC	PA	8/1/2008	4
Frontier Communications of the Carolinas LLC	Comcast Phone of South Carolina, Inc.	SC	2/3/2006	4
Citizens Telecommunications Company of Tennessee LLC d/b/a Frontier Communications of Tennessee LLC	Comcast Phone of Tennessee, LLC d/b/a Comcast Digital Phone	TN	8/15/2006	4
Frontier Southwest Incorporated	Comcast Phone of Texas, LLC	TX	11/11/2002	4
Frontier North Inc.	Comcast Phone of Wisconsin, LLC	WI	10/22/2007	5
Citizens Telecommunications Company of West Virginia	Comcast Phone of West Virginia, LLC d/b/a Comcast Digital Phone	WV	7/17/2006	5
Frontier West Virginia Inc.	Comcast Phone of West Virginia, LLC d/b/a Comcast Digital Phone	WV	10/4/2004	8