



100 CTE Drive, Dallas, PA 18612  
[Frontier.com](http://Frontier.com)

October 28, 2022

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

**Via Electronic Filing**

**RE: 2<sup>nd</sup> Amendment to Interconnection Agreements between Commonwealth Telephone Company, LLC dba Frontier Communications Commonwealth Telephone Company & CenturyLink Communications, LLC at Docket A-2015-2488055**

Dear Secretary Chiavetta:

Enclosed for filing is an 2<sup>nd</sup> Amendment to the Interconnection Agreement between the Commonwealth Telephone Company, LLC dba Frontier Communications Commonwealth Telephone Company and CenturyLink Communications, LLC at Docket A-2015-2488055 which is being filed pursuant to Section 252 of the Telecommunications Act of 1996 ("The Act").

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.

CenturyLink Communications, LLC, is being represented by:

Gary Black  
Vice President, Carrier Relations  
1025 Eldorado Boulevard  
Broomfield, CO 80021  
Email: [gary.blackjr@centurylink.com](mailto:gary.blackjr@centurylink.com)

It is respectfully requested that the agreement be approved by the Commission.

Letter to Secretary Rosemary Chiavetta  
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Respectfully submitted,



Carl S. Yastremski  
Manager Regulatory Affairs  
Frontier Communications  
100 CTE Drive  
Dallas, PA 18612  
Tel: 570-885-8417

cc (via email): Gary Black – CenturyLink  
cc (via email): Scott Seab - CenturyLink

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


                                 Office of Small Business Advocate  
                                 555 Walnut Street, 1<sup>st</sup> Floor  
                                 Harrisburg, PA 17101

**AFFIDAVIT**

I, Carl S. Yastremski, depose and state:

I am Manager of Regulatory Affairs at Commonwealth Telephone Company, LLC dba Frontier Communications Commonwealth Telephone Company. 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, LLC dba Frontier Communications Commonwealth Telephone Company & CenturyLink 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

10-28-22  
Date

**NOTARY VERIFICATION**

State of Pennsylvania )  
County of Luzerne )

TO WIT:

On October 28, 2022, 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 28<sup>th</sup> day of October 2022. My Commission expires on July 20, 2026.

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



**AMENDMENT**  
**TO THE**  
**INTERCONNECTION AGREEMENTS**  
**WITH**  
**CENTURYLINK COMMUNICATIONS, LLC**

This Amendment ("Amendment") deemed effective on August 3, 2022 (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 CenturyLink Communications, LLC wireline competitive local exchange carrier ("CLEC") affiliates, individually and collectively the "Carrier". Frontier and Carrier may be referred to individually as a "Party" and collectively as the "Parties." Exhibit A hereto lists, to the best of the Parties knowledge, the Interconnection Agreements in effect as of the Effective Date. 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. This Amendment covers only the services addressed in this Amendment that Frontier provides in its operating territory in the states listed in Exhibit A.

**RECITALS**

A. Frontier and Carrier, whether as original parties or as a result of Carrier'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 be used for any Prohibited Traffic as defined below ("Prohibited Traffic"). Prohibited Traffic is that traffic which reasonably appears to be in violation of applicable laws, rules or regulations. Prohibited Traffic includes, but is not limited to:

- 2.1.1 Traffic that violates, or facilitates a violation of, applicable law, or that furthers an illegal purpose;
  - 2.1.2 Traffic that unreasonably harms, frightens, or abuses; and
  - 2.1.3 Traffic that unreasonably interferes with the use of the Frontier's network.
- 2.2 Other Evidence of Prohibited Traffic includes, but is not limited to, the following:
- 2.2.1 Predictive dialing of telephone numbers at the NPA or NNX level;
  - 2.2.2 Initiating a call, communication or transmission as a result of a party receiving a telemarketing or telephone solicitation responding to a prompt, and signaling the calling party number (CPN) of the called party, unless the called party had an existing business relationship with the telemarketer or telephone solicitor;
  - 2.2.3 Passing a telephone number not associated with the calling party as a means to obtain name and number information for the improperly passed telephone number;
  - 2.2.4 Causing any caller identification service to transmit misleading or inaccurate caller identification information, with the intent to defraud, cause harm, or wrongfully obtain anything of value;
  - 2.2.5 Placing calls for the primary purpose of generating queries to capture the caller ID Name (CNAM) associated with a telephone number;
  - 2.2.6 Telemarketing or telephone solicitations to a party that is on a state or federal "Do Not Call" list, unless the called party has an existing business relationship with the telemarketer or telephone solicitor;
  - 2.2.7 Denial of Service attacks; and
  - 2.2.8 Artificial traffic stimulation, revenue pumping, and regulatory arbitrage.
- 2.3 If Frontier reasonably believes that Carrier is transmitting any of the preceding types of traffic using any Service provided under this Agreement, Frontier may suspend the affected service or discontinue the affected service. In the event of such suspension or discontinuance, Carrier that transmitted the relevant traffic to Frontier must indemnify Frontier against any claim, loss or damage arising from the suspension or discontinuance of the affected service, except for any claim, loss or damage caused by Frontier's gross negligence or willful misconduct.
- 2.4 Carrier agrees that if it receives a request for information about traffic sent to Frontier which is reasonably believed to be Prohibited Traffic from an authorized traceback administrator or from Frontier, Carrier will promptly respond to the authorized traceback request in good faith. Carrier agrees that its response shall indicate if it is in the call path as the originating provider of the calls (i.e., Carrier received the calls from Carrier's end user) or (ii) an intermediate provider (i.e., Carrier received the calls from another voice provider). The response shall also identify the provider from which it accepted the traffic or the end user that originated the call, as applicable. Carrier agrees to provide this information to the authorized traceback administrator without requiring a subpoena or other formal demand or request.

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.

**CENTURYLINK COMMUNICATIONS, LLC**

**THE FRONTIER PARTIES**

By: *Gary R. Black Jr.*  
Gary R. Black Jr. (Sep 12, 2022 08:56 MDT)

By: *Roderick Cameron*  
Roderick Cameron (Sep 27, 2022 05:44 EDT)

Printed: Gary Black

Printed: Roderick Cameron

Title: VP, Carrier Relations

Title: VP, Carrier Services

Date: Sep 12, 2022

Date: Sep 27, 2022



**EXHIBIT A**

**INTERCONNECTION AGREEMENTS**

<b>Frontier Legal Entity</b>	<b>Level 3 Legal Entity</b>	<b>State</b>	<b>Agreement Effective Date</b>	<b>Amendment No.</b>
Frontier Communications of the South, LLC	CenturyLink Communications, LLC	AL	4/7/2015	2
Citizens Telecommunications Company of California Inc.	Qwest Communications Company LLC dba CenturyLink QCC	CA	12/27/2012	2
Frontier Communications of the Southwest Inc.	Qwest Communications Company, LLC	CA	5/18/2000	6
Frontier California Inc.	Qwest Communications Company, LLC	CA	5/18/2000	7
The Southern New England Telephone Company d/b/a Frontier Communications of Connecticut	Qwest Communications Company, LLC	CT	5/7/2009	2
Frontier Communications of the South, LLC	CenturyLink Communications, LLC	FL	9/17/2014	2
Frontier Communications of Georgia LLC	CenturyLink Communications, LLC	GA	5/5/2015	2
Frontier Communications of Iowa, LLC	CenturyLink Communications, LLC	IA	1/13/2017	2
Frontier North Inc., Frontier Communications of the Carolinas LLC	Qwest Communications Company LLC dba CenturyLink QCC	IL	9/27/2013	2
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., Frontier Communications – Midland, Inc., Frontier	CenturyLink Communications, LLC	IL	11/28/2020	2



Communications – Prairie, Inc., and Frontier Communications – Schuyler, Inc.				
Citizens Telecommunications Company of Illinois	CenturyLink Communications, LLC	IL	11/28/2020	2
Frontier Communications of Indiana LLC, Frontier Communications of Thorntown LLC	Qwest Communications Company LLC, d/b/a CenturyLink QCC	IN	12/27/2020	2
Frontier Communications of Indiana LLC, Frontier Communications of Thorntown LLC	CenturyLink Communications, LLC	IN	12/27/2020	2
Frontier Midstates Inc., Frontier North Inc.	Qwest Communications Company, LLC dba CenturyLink QCC	MI	11/14/2013	2
Frontier Communications of Michigan, Inc.	CenturyLink Communications, LLC	MI	8/14/2015	2
Citizens Telecommunications Company of Minnesota, LLC	Qwest Communications Company, LLC dba CenturyLink QCC	MN	8/2/2013	2
Frontier Communications of Minnesota, Inc.	Qwest Communications Company, LLC dba CenturyLink QCC	MN	8/2/2013	2
Frontier Communications of Mississippi LLC	CenturyLink Communications, LLC	MS	12/7/2020	2
Frontier Communications of the Carolinas LLC	Qwest Communications Company, LLC dba CenturyLink QCC	NC	5/15/2013	2
Citizens Telecommunications Company of Nebraska	CenturyLink Communications, LLC	NE	4/14/2015	2
Frontier Communications of the Southwest Inc.	CenturyLink Communications, LLC	NV	03/14/2017	2
Citizens Telecommunications Company of Nevada	CenturyLink Communications, LLC	NV	9/28/2016	2
Citizens Telecommunications Company of New	CenturyLink Communications, LLC	NY	7/10/2015	2

York, Inc., Frontier Communications of Ausable Valley, Inc., Frontier Communications of New York, Inc., Frontier Communications of Seneca Gorham, Inc., Frontier Communications of Sylvan Lake, Inc., Frontier Telephone of Rochester, Inc., and Ogden Telephone Company				
Frontier North Inc.	McLeodUSA Telecommunications Services, LLC (originally filed as Qwest Communications Company LLC, dba CenturyLink QCC)	OH	1/12/2015	2
Frontier Communications of Breezewood, LLC, Frontier Communications of Canton, LLC, Frontier Communications of Lakwood, LLC, Frontier Communications of Oswayo River, LLC and Frontier Communications of Pennsylvania, LLC	CenturyLink Communications, LLC	PA	3/26/2015	2
Commonwealth Telephone Company LLC	CenturyLink Communications, LLC	PA	8/20/2015	2
Frontier Communications of the Carolinas LLC	CenturyLink Communications, LLC	SC	3/25/2015	2
Citizens Telecommunications Company of Tennessee L.L.C. d/b/a Frontier Communications of Tennessee LLC	CenturyLink Communications, LLC	TN	4/13/2015	2
Frontier North Inc.	Qwest Communications Company LLC, dba	WI	9/4/2013	2

	CenturyLink QCC			
Frontier Communications of Wisconsin LLC	CenturyLink Communications, LLC	WI	7/1/2014	2
Citizens Telecommunications Company of West Virginia	CenturyLink Communications, LLC	WV	11/12/2020	2
Frontier West Virginia	Qwest Communications Company, LLC	WV	12/14/2004	3