



**VIA ELECTRONIC FILING**

June 21, 2023

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 and Comcast Phone of Pennsylvania, Commonwealth Telephone Company dba Frontier Communications Commonwealth Telephone Company and Comcast Business Communications, LLC, Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania, LLC and Comcast Phone of Pennsylvania, LLC and Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania, LLC and Comcast Business Communications LLC**

Dear Secretary Chiavetta:

Enclosed for filing is an amendment to the following interconnection agreements between Frontier and Comcast 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 and Comcast Phone of Pennsylvania effective March 14, 2013, amendment 3, Docket No. A-2013-2343235
- Commonwealth Telephone Company dba Frontier Communications Commonwealth Telephone Company and Comcast Business Communications, LLC effective August 1, 2008, amendment 5 in Docket No. A-2008-2077491
- Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania, LLC and Comcast Phone of Pennsylvania effective May 9, 2013, amendment 3 in Docket No. A-2013-2352201
- Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania, LLC and Comcast Business Communications, LLC effective August 1, 2008, amendment 5 in Docket No. A-2008-2077502

Letter to Secretary Rosemary Chiavetta  
June 21, 2023  
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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 O'Donnell  
Corporate Executive Director / Regulatory Affairs  
One Comcast Center, 55<sup>th</sup> Floor  
Philadelphia, PA 19103  
Telephone: 215-286-5187  
[Beth\\_odonnell@comcast.com](mailto:Beth_odonnell@comcast.com)

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

Respectfully submitted,



Theresa Moffitt  
Manager, Interconnection and Contract Negotiation  
Frontier Communications  
100 CTE Drive  
Dallas, PA 18612  
Tel: 570-631-6269

cc (via email): Beth O'Donnell – Comcast

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

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

**AFFIDAVIT**

I, Theresa Moffitt, depose and state:

I am Manager of Interconnection and Contract Negotiation for Commonwealth Telephone Company dba 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 to the Interconnection Agreements between Commonwealth Telephone Company dba Frontier Communications Commonwealth Telephone Company and Comcast Phone of Pennsylvania; Commonwealth Telephone Company dba Frontier Communications Commonwealth Telephone Company and Comcast Business Communications, LLC; Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania LLC and Comcast Phone of Pennsylvania; and Frontier Communications of Breezewood and Frontier Communications of Pennsylvania, LLC and Comcast Business Communications, LLC have come to be known to me in the course of my employment.

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

*Theresa Moffitt*  
Theresa Moffitt

6/21/2023  
Date

**NOTARY VERIFICATION**

State of Pennsylvania )  
County of Wyoming )

TO WIT:

On June 21<sup>st</sup>, 2023 before me, a Notary Public of such State and County, appeared Theresa Moffitt, who is the individual who executed this Affidavit.

Subscribed and sworn before me this 21<sup>st</sup> day of June 2023. My Commission expires on July 13, 2026.

*Rebecca Aten*  
Notary Public

Commonwealth of Pennsylvania - Notary Seal  
Rebecca Aten, Notary Public  
Wyoming County  
My commission expires July 13, 2026  
Commission number 1330986  
Member, Pennsylvania Association of Notaries

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

This Amendment ("Amendment") deemed effective upon signature of the Parties (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 or collectively ("Comcast"). Frontier and Comcast 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 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. On October 28, 2020 the Federal Communications Commission ("FCC") released Order FCC 20-152, a Report and Order in WC Docket 19-308 for the Modernizing Unbundling and Resale Requirements in an Era of Next-Generation Networks and Services which became effective February 8, 2021 ("FCC UNE Relief 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 UNE Relief Order under the terms of the Agreements, wish to amend the Agreements as set forth in this Amendment; and

D. The Parties wish to amend the Agreements in accordance with the FCC UNE Relief Order and agree to do so under the terms and conditions contained in this Amendment.

**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 notwithstanding any other term or condition of the Agreement or a Frontier tariff.

2. **Discontinuance of Digital UNE Loops (“Digital Loops”).** As of February 8, 2023, Comcast may no longer order new Digital Loops pursuant to this Agreement in Wire Centers designated as urbanized areas by the United States Census Bureau. Any existing Digital Loops ordered on or before February 8, 2023 (“Digital Loop Embedded Base”) are grandfathered until February 8, 2025 pursuant to rates, terms and conditions of the Agreement, except that Fronter may increase the then-current rate up to 25% beginning February 8, 2024 for the last twelve months of the transition period. As of February 10, 2025, incumbent local exchange carriers are no longer required to maintain existing Digital Loops in urbanized areas. Comcast shall convert the Digital Loop Embedded Base to a commercial offering, or an alternate arrangement, or disconnect such Digital Loop on or before February 8, 2025. For any grandfathered Digital Loops not converted or disconnected on or before February 8, 2025, Fronter may bill (or back-bill, as applicable) Comcast and Comcast shall pay the difference between the UNE Digital Loop rate and the applicable, higher non-UNE rate.
3. **Discontinuance of DS1 UNE Loops (“DS1 Loops”).** As of February 8, 2023, Comcast may no longer order new “DS1 Loops” pursuant to this Agreement in Wire Centers in counties deemed to be competitive. Any existing DS1 Loops ordered on or before February 8, 2023 (“DS1 Loop Embedded Base”) are grandfathered until July 8, 2024 pursuant to the rates, terms and conditions of the Agreement. Comcast shall convert the DS1 Loop Embedded Base to an alternate arrangement or disconnect such DS1 Loop on or before July 8, 2024. For any grandfathered DS1 UNE Loops not converted or disconnected on or before July 8, 2024, Fronter may bill (or back-bill, as applicable) Comcast and Comcast shall pay the difference between the UNE DS1 Loop rate and the applicable, higher non-UNE rate.
4. **Discontinuance of DS3 UNE Loops (“DS3 Loops”).** As of February 8, 2021, Comcast may no longer order new “DS3 Loops” pursuant to this Agreement in Wire Centers in counties deemed to be competitive. Any existing DS3 Loops ordered on or before February 8, 2021 (“DS3 Loop Embedded Base”) are grandfathered until February 8, 2024 pursuant to the rates, terms and conditions of the Agreement. Comcast shall convert the DS3 Loop Embedded Base to an alternate arrangement or disconnect such DS3 Loop on or before February 8, 2024. For any grandfathered DS3 Loops not converted or disconnected on or before February 8, 2024, Fronter may bill (or back-bill, as applicable) Comcast and Comcast shall pay the difference between the UNE DS3 Loop rate and the applicable, higher non-UNE rate.
5. **Discontinuance of UNE Dark Fiber Transport (“DFT”).** As of February 8, 2021, Comcast may no longer order new “DFT” pursuant to this Agreement where the dark fiber transport is connected to a Tier 3 wire center located within ½ mile of competitive fiber as described in the FCC UNE Relief Order and designated by the FCC. Any existing UNE Dark Fiber Transport facility ordered before February 8, 2021 (“Dark Fiber Transport Embedded Base”) is grandfathered until February 8, 2029 pursuant to the rates, terms and conditions of the Agreement. Comcast shall convert the UNE Dark Fiber Transport Embedded Base to an alternate arrangement or disconnect such UNE Dark Fiber Transport on or before February 8, 2029. For any grandfathered UNE Dark Fiber Transport not converted or disconnected on or before February 8, 2029, Fronter may bill (or back-bill, as applicable) Comcast and Comcast shall pay the difference between the UNE Dark Fiber Transport rate and the applicable, higher non-UNE rate. If the FCC determines that additional wire centers are subject to forbearance, Comcast shall cease ordering DFT as of the date specified by the FCC and adhere to any FCC-specified transition timelines.
6. **As of February 8, 2021, Comcast may no longer order new UNE Subloops or UNE Network Interface Devices (NIDs) pursuant to this Agreement.**

7. As of February 8, 2021, CLEC may no longer convert existing Special Access circuits (as defined, ordered, and provisioned in Frontier's applicable tariffs or price lists) to UNEs.
8. Operations Support Systems (OSS). Frontier is no longer required to offer OSS as an independent UNE nationwide, subject to the transition periods that apply to the corresponding UNEs, except where necessary to manage other UNEs, for interconnection, or for the local number port orders.
9. For avoidance of any doubt, the limitations on availability of UNEs set forth in this amendment apply regardless of whether they are ordered or used as a stand-alone UNE, in combination with another UNE (e.g. as part of a loop-transport combination), or commingled with a non-UNE Service or other arrangement.

**10. Additional Provisions**

- 10.1 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 9.1.
- 10.2 Capitalization. Capitalized terms used and not otherwise defined in this Amendment have the meanings set forth in the Agreement or under the Communications Act of 1934, as amended.
- 10.3 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.
- 10.4 Headings/Captions. The Parties acknowledge that the headings and captions in this Amendment have been inserted solely for ease of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 10.5 Scope of Amendment. Except to the extent 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 Agreement or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
- 10.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties and that, for convenience, this Amendment has been drafted in final form by Frontier. 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.
- 10.7 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**

DocuSigned by:  
*Leslie Fein*  
By:  
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Printed: Leslie Fein

Title: Sr. Vice President Procurement

15-May-23 Date:

**FRONTIER**

By: *Roderick Cameron*  
Roderick Cameron (May 24, 2023 14:43 EDT)

Printed: Roderick Cameron

Title: VP, Carrier Services

Date: May 24, 2023



**Exhibit A**  
**Interconnection Agreements**

<b>Frontier Legal Entity</b>	<b>Comcast Legal Entity</b>	<b>State</b>	<b>Effective Date</b>	<b>Amd No.</b>
Citizens Telecommunications Company of California, Inc.	Comcast Phone of California, LLC	CA	8/31/2006	6
Frontier California, Inc.	Comcast Phone of California, LLC	CA	11/21/2002	7
The Southern New England Telephone Company d/b/a Frontier Communications of Connecticut	Comcast Phone of Connecticut, Inc.	CT	1/4/2006	8
Frontier Florida, LLC	Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone	FL	11/15/2004	7
Frontier Communications of Georgia, LLC.	Comcast Phone of Georgia, LLC	GA	8/15/2006	5
Frontier North Inc. and Frontier Communications of the Carolinas LLC.	Comcast Phone of Illinois, LLC d/b/a Comcast Digital Phone	IL	10/29/2004	7
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	3
Frontier Communications of Thorntown, LLC	Comcast Phone of Central Indiana, LLC	IN	8/1/2008	5
Frontier North, Inc. and Frontier MidStates Inc	Comcast Phone of Central Indiana, LLC	IN	11/2/2004	5
Frontier Communications of Michigan, Inc.	Comcast Phone of Michigan, LLC d/b/a Comcast Digital Phone	MI	12/1/2006	5
Frontier North Inc, Frontier Midstates Inc.	Comcast Phone of Michigan, LLC d/b/a Comcast Digital Phone	MI	10/21/2004	6
Frontier Communications Company of Minnesota, Inc.	Comcast Phone of Minnesota, Inc. d/b/a Comcast Digital Phone	MN	5/25/2006	5
Frontier Communications of Mississippi, LLC	Comcast Phone of Mississippi, LLC	MS	12/1/2006	5
Frontier Communications	Comcast Phone of New	NY	8/15/2005	6

of Sylvan Lake Inc. and Frontier Communications of New York Inc.	York, LLC			
Citizens Telecommunications Company of New York Inc	Comcast Phone of New York, LLC	NY	5/1/2007	6
Frontier North Inc.	Comcast Phone of Ohio, LLC d/b/a Comcast Digital Phone	OH	12/6/2004	7
Commonwealth Telephone Company dba Frontier Communications Commonwealth Telephone Company	Comcast Phone of Pennsylvania	PA	3/14/2013	3
Commonwealth Telephone Company dba Frontier Communications Commonwealth Telephone Company	Comcast Business Communications, LLC	PA	8/1/2008	5
Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania, LLC	Comcast Phone of Pennsylvania	PA	5/9/2013	3
Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania, LLC	Comcast Business Communications, LLC	PA	8/1/2008	5
Frontier Communications of the Carolinas, LLC	Comcast Phone of South Carolina, Inc.	SC	2/3/2006	5
Citizens Telecommunications Company of Tennessee LLC	Comcast Phone of Tennessee, LLC d/b/a Comcast Digital Phone	TN	8/15/2006	5
Frontier Southwest Incorporated	Comcast Phone of Texas, LLC	TX	11/11/2002	5
Frontier North Inc	Comcast Phone of Wisconsin, LLC	WI	10/22/2007	6
Citizens Telecommunications of West Virginia	Comcast Phone of West Virginia, LLC d/b/a Comcast Digital Phone	WV	7/17/2006	6
Frontier West Virginia, Inc.	Comcast Phone of West Virginia, LLC d/b/a Comcast Digital Phone	WV	10/4/2004	9