

Frontier Communications Northwest Inc. 21 West Ave Spencerport, NY 14559

May 25, 2018

Mr. Steven King, Executive Director and Secretary Washington Utilities and Transportation Commission P. O. Box 47250 1300 S. Evergreen Park Drive SW Olympia, WA 98504-7250

Dear Mr. King:

Subject: Docket No. UT-003031 Amendment No. 7 to the Interconnection Agreement between Frontier Communications Northwest Inc. and Integra Telecom of Washington, Inc.

The purpose of this amended filing is to include Amendment No. 7 Interconnection Agreement between Frontier Communications Northwest Inc. fka Verizon Northwest Inc. and Integra Telecom of Washington, Inc. within 30 days of signatory. Also enclosed is the Commission's Request for Approval form, which describes the agreement.

The enclosed amended agreement does not discriminate against non-party carriers, is consistent with state and federal law, and is in the public interest. The Company requests that the Commission approve this amendment expeditiously.

If you have questions regarding this filing, please contact Leslie Zink at (585) 777-4717, or Leslie.Zink@ftr.com.

Sincerely,

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Leslie Zink Sr. Manager, Pricing & Tariffs

LZ: Ims Enclosures

# BEFORE THE WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

# REQUEST FOR APPROVAL OF FULLY NEGOTIATED AMENDMENT TO INTERCONNECTION AGREEMENT BY:

# Frontier Communications Northwest Inc. fka Verizon Northwest Inc.

(Telecommunications Company A Name)

Integra Telecom of Washington, Inc.

(Telecommunications Company B Name)

In accordance with WAC 480-07-640, Company A requests approval of the fully negotiated amendment to an interconnection agreement, as described below:

Amendment Number: 7

Description of amendment: A comprehensive Amendment to the Interconnection Agreement for Reciprocal Compensation and VoIP Traffic.

The amendment amends the interconnection agreement with amendments first approved by the Commission on April 26, 2000 in WUTC Docket No. UT-003031. That agreement was originally approved by the Commission on May 26, 1999 (date) in WUTC Docket No. UT-990341 (original docket number).

Company A represents that the amendment does not discriminate against non-party carriers, that it is consistent with state and federal law, and that it is in the public interest. By virtue of Company B's signature on the amendment, Company A believes that Company B agrees with these representations.

Leslie Zink Sr. Manager, Pricing & Tariffs (Name and Title)

is authorized to file amendments to interconnection agreements on behalf of Frontier Communications Norwest Inc.

(Name of Company)

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Signature of Authorized Person

(585) 777-4717	(585) 352-9621	Leslie.Zink@ftr.com	
(Telephone Number)	(Fax Number)	(E-Mail Address)	
21 West Ave.	Spencerport	NY	14559
21 West Ave. (Mailing Address)	Spencerport (City)	NY (State)	14559 (Zip Code)

#### AMENDMENT

## TO THE

#### INTERCONNECTION AGREEMENTS

This Amendment (this "Amendment"), effective as of March 1, 2018 (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" or the "Frontier Parties") and each of the Allstream wireline competitive local exchange carrier ("Allstream") affiliates (individually and collectively "Allstream") affiliates (individually and collectively "Allstream" or the "Allstream Parties"; Frontier and Allstream are hereinafter 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 only covers the services addressed herein that Frontier provides in its operating territory in the states listed in Exhibit B.

#### WITNESSETH:

WHEREAS, Frontier and Allstream are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), effective on the date listed in Exhibit A (the "Agreement"); and

**NOW, THEREFORE**, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. <u>Amendment to Agreement</u>. 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. Miscellaneous Provisions

- 2.1 <u>Conflict Between this Amendment and the Agreement</u>. 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 <u>Section 2</u>.
- 2.2 <u>Capitalization</u>. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 <u>Counterparts</u>. 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.

- 2.4 <u>Captions</u>. 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.
- 2.5 <u>Scope of Amendment</u>. 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.
- 2.6 <u>Joint Work Product</u>. 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.
- 2.7 <u>Amendments</u>. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 <u>Waivers</u>. 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.

3. <u>Reciprocal Compensation</u>. Upon following the Amendment effective date, Reciprocal compensation rates in this Agreement will be as described below and may be modified or changed in the future by amendment to this agreement. Reciprocal Compensation Traffic will be exchanged at the rates listed in the chart below.

Reciprocal Compensation Rate Elements	Rate until July 1, 2018	Rate beginning July 1, 2018
Terminating Local Switching	\$0.00000000 per minute	\$0.00000000 per minute
Terminating Tandem- Switched Transport – Facility	\$0.00000200 per minute, per mile	\$0.00000000 per minute, per mile
Terminating Tandem- Switched Transport – Termination	\$0.00000000 per minute	\$0.00000000 per minute
Terminating Tandem Switching Rate	\$0.00069615 per minute	\$0.00000000 per minute

4. <u>VoIP Traffic</u>. Upon following the Amendment effective date, local VoIP-originated traffic terminated to either Party is subject to the reciprocal compensation provisions of this Agreement.

## 4. Notices

4.1 All notices required under the Agreement for Frontier shall be sent to the contacts listed below and includes, but is not limited to, notice for legal, regulatory, billing, tax related documents, and insurance related documents.

Contract Management Frontier Communications 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

4.2 All notices required under the Agreement for Allstream shall be sent to the contact listed below and includes, but is not limited to, notice for legal, regulatory, billing, tax related documents, and insurance related documents.

Allstream Legal 18110 SE 34<sup>th</sup> St. Building One, Suite 100 Vancouver, WA 98683 Email: <u>regulatornotice@allstream.com</u> IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

**The Frontier Parties** Allstream By: By Printed: Douglas Denney Printed: Michael Daniel Title: VP, Costs & Policy Title: SVP, Carrier Sales and Service Date: 25 May 2018 Date:

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# EXHIBIT A

# INTERCONNECTION AGREEMENTS

Frontier Legal Entity	Carrier Legal Entity	State	Agreement Effective Date	Amendment No.
Frontier California Inc.	Electric Lightwave LLC, dba Integra Telecom	CA		
Frontier Communications Northwest Inc.	Electric Lightwave	ID	5/24/2010	1
Frontier Communications Northwest Inc.	Electric Lightwave	OR	11/15/2002	5
Frontier Communications Northwest Inc.	Electric Lightwave	WA	11/15/2002	4
Frontier Communications Northwest Inc.	Integra Telecom of Oregon, Inc.	OR	8/24/2000	5
Frontier Communications Northwest Inc.	Integra Telecom of Washington Inc.	WA	03/29/2000	6

Docket No. UT-

## WASHINGTON UTILITIES AND TRANSPORTATION COMMISSION

## ORDER APPROVING INTERCONNECTION AGREEMENT AMENDMENT

The Commission orders:

(1) The amended agreement, as described above, is approved and effective as of the date of this Order.

(2) In the event that the parties revise, modify, or amend the agreement approved in this Order, the revised, modified, or amended agreement will be deemed to be a new agreement under the Telecom Act and must be submitted to the Commission for approval, pursuant to 47 U.S.C. § 252(e)(1) and relevant provisions of state law, prior to taking effect.

(3) The laws and regulations of the State of Washington and Commission Orders govern the construction and interpretation of the Amended Agreement. The Amended Agreement is subject to the jurisdiction of the Commission.

The Commissioners, having reviewed the information available in this matter and having determined this Order to be consistent with the public interest, directed the Secretary to enter this Order.

DATED and signed at Olympia, Washington, this

day of

(Month and Year)

MARK L. JOHNSON Executive Director and Secretary

Telecom ICA Amendment Form 5/1/2018