

AMENDMENT NO. (1)
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
FRONTIER COMMUNICATIONS NORTHWEST INC.

AND

SALISH NETWORKS, INC.

This Amendment No. (1) (this "Amendment") shall be deemed effective upon approval by the Commission (the "Amendment Effective Date") by and between Frontier Communications Northwest Inc. ("Frontier"), a Washington corporation with offices at 3 High Ridge Park, Stamford, CT 06905, and Salish Networks, Inc. ("SNI"), a Washington corporation with offices at 2601 88th Street NE, Tulalip, WA 98271. Frontier and SNI may be hereinafter referred to individually as a "Party" and collectively as the "Parties". This Amendment only covers the services addressed herein that Frontier provides in its operating territory in the legal entity of Frontier Communications Northwest, Inc. in the state of Washington (the "State").

WITNESSETH:

WHEREAS, Frontier and SNI are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated January 16, 2014 in Docket UT-133021 (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. **Amendment to Agreement**. 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, a Frontier Tariff or a Frontier Statement of Generally Available Terms and Conditions ("SGAT").
2. **Miscellaneous Provisions**
 - 2.1 **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**.

- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 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.
- 2.4 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.
- 2.5 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.
- 2.6 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.
- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 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.

3. Sub-Loop Unbundling Charges

3.1 **Application Fee**

SNI shall pay a one-time non-recurring charge for each application for a new sub-loop access request pursuant to Section 6 of the Networks Elements Attachment of the Agreement.

Application Fee **\$843.17**

3.2 **Labor Rates**

SNI shall pay Frontier Labor Rates as specified below for all engineering time required to research and provide a detailed quote for each sub-loop application submitted per Section 6 of the Networks Elements Attachment.

Labor Rates, Per Technician

Basic Business Day

1st Half Hour \$42.83

Each Additional Half Hour \$21.41

Overtime Non-Business Day

1st Half Hour \$100.00

Each Additional Half Hour \$75.00

Premium Non-Business Day

1st Half Hour \$150.00

Each Additional Half Hour \$125.00

- 3.3 All other charges for sub-loop ordering, conditioning, monthly recurring costs etc., remain pursuant to the Pricing Attachment of the 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.

Frontier Communications
Attn: Director, Business Operations – Carrier Services
63 Stone Street
Rochester, NY, 14604

With Copy to:

Frontier Communications
Attn: Associate General Counsel
1800 41st Street
Everett, WA 98201

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

Salish Networks, Inc.

Frontier Communications Northwest Inc.

By: 

By: 

Printed: Martin Napeahi

Printed: Stephen LeVan

Title: Treasurer

Title: SVP, Carrier Sales and Service

Date: 20 OCT 2014

Date: 11-3-14

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