

May 13, 2010

VIA ECFS

EX PARTE

Ms. Marlene H. Dortch
Secretary
Federal Communications Commission
445 12th Street, SW, Room TW-A325
Washington, DC 20554

Re: *Applications Filed by Frontier Communications Corporation and Verizon Communications Inc. for Assignment or Transfer of Control, WC Dkt. No. 09-95*

Dear Ms. Dortch:

Yesterday, Jeff Oxley, Executive Vice President and General Counsel, and Russ Merbeth, Federal Counsel, Law & Policy, for Integra Telecom, Inc. (“Integra”), and the undersigned, representing Integra, tw telecom inc., Cbeyond, Inc., and One Communications Corp. (the “Joint Commenters”), met with Nick Alexander, Alex Johns, Steve Rosenberg, Carol Simpson, Don Stockdale, and Matt Warner of the Wireline Competition Bureau, and Zac Katz of the Office of Strategic Planning and Policy Analysis, to discuss the above-referenced proceeding. In addition, Dennis Ahlers, Associate General Counsel, and Kim Isaacs, ILEC Relations Process Specialist, for Integra participated in the meeting via phone.

During the meeting, Mr. Oxley and Ms. Isaacs discussed some of the problems that Integra¹ has experienced with the systems that Verizon recently replicated and that will be used by Frontier to fulfill orders for unbundled network elements and other wholesale services in the 13 affected states post-transaction (the “Replicated Systems”). As Mr. Oxley and Ms. Isaacs explained, since the transition from Verizon’s systems for its West region to the Replicated Systems for Verizon’s new North Central Region, Integra has experienced the following problems with Verizon’s wholesale ordering and provisioning functions during the last two weeks of April and throughout May. *First*, Verizon’s Access Service Request (“ASR”) response times have increased, resulting in either missed due dates or orders that need to be escalated or expedited in order to meet the due dates expected by Integra’s end-user customers. *Second*, coding errors in Verizon’s Access Ordering system have

¹ Integra is a competitive local exchange carrier that offers service in two of the states affected by the proposed transaction, Oregon and Washington. As of April 2009, Integra had 17,537 access lines in Oregon and 12,604 access lines in Washington.

increased, thereby delaying Integra's ability to submit ASRs. *Third*, Verizon has not been providing Integra with timely completion notices for Local Service Requests ("LSRs"). *Fourth*, Verizon's designated center for wholesale customers to report system errors, the Partner Solutions Customer Care center, has developed a backlog of trouble tickets. It is Integra's understanding based on statements made by Verizon employees that there is currently only one Verizon employee assigned to resolve these trouble tickets for Verizon's entire North Central region. *Fifth*, when Integra employees have called Verizon's Access Ordering centers to report problems with the processing of ASRs, Integra employees have experienced hold times of 30 minutes or more. It is Integra's understanding based on statements made by Verizon employees that Verizon's Access Ordering staff for the North Central region was initially reduced from 50 employees to 12 employees and has been further reduced from 12 employees to only 6 employees. *Sixth*, when Integra employees have called Verizon's National Market Center to report problems with the processing of LSRs, Integra employees have experienced hold times of 30 minutes or more. *Seventh*, when Integra has submitted supplemental LSRs for coordinated conversions, Verizon's coordinated conversion process has increasingly failed, ultimately resulting in service outages for customers migrating from Verizon to Integra. Finally, Verizon has increasingly missed so-called "meets" (coordinated dispatches) with Integra and its vendors. All of these problems have resulted in delays in the provisioning of retail service to Integra's end-user customers.

At the meeting, Mr. Oxley also stated that, on January 21, 2010, Verizon and Frontier sent a letter and Adoption Agreement to Integra (attached hereto as "Attachment A") effectively asking Integra to agree to an amendment of its Wholesale Advantage Services Agreement with Verizon. Mr. Oxley explained that Verizon and Frontier's request was inconsistent with the stipulations entered into by the parties (which were approved by the Oregon and Washington state commissions) in which Frontier agreed to assume Verizon's existing wholesale agreements. Mr. Oxley distributed a copy of Integra's May 10, 2010 response to that effect (*see* "Attachment B" hereto, at 2) at the meeting.

During the meeting, the undersigned distributed a document (attached hereto as "Attachment C") quoting the commitments that Frontier has made in its Application and Reply Comments in this proceeding regarding the assumption of interconnection agreements and other wholesale arrangements, wholesale rates and volume/term agreements, and the status of the Merged Firm as a Bell Operating Company ("BOC"). We explained that these commitments must be supplemented as necessary to address deficiencies, and that they must be made binding conditions of the Commission's approval of the proposed transaction. Specifically, the Commission should adopt condition numbers 5, 8, and 9 proposed by the Joint Commenters in this proceeding (*see* "Attachment D" hereto)² for the following reasons:

- The Commission should adopt Joint Commenters' Condition # 5 because, among other reasons, unlike Frontier's voluntary commitment in its Reply Comments, Condition # 5 requires

² The proposed conditions listed in Attachment D hereto are the same proposed conditions submitted by the Joint Commenters in their January 28, 2010 ex parte filing in this proceeding. *See* Letter from Thomas Jones, Counsel for One Communications Corp. et al., to Marlene H. Dortch, Secretary, FCC, WC Dkt. No. 09-95, Attachment A (filed Jan. 28, 2010) ("Joint Commenters' January 28th Ex Parte Filing").

Frontier to assume not only Verizon's current interconnection agreements, but Verizon's current interstate special access tariffs, commercial agreements, line sharing agreements, and other existing arrangements with wholesale customers. In addition, Condition # 5 prohibits Frontier from changing the rates, terms or conditions in the assumed agreements. *See* Attachment D, Condition # 5.

- The Commission should adopt Joint Commenters' Condition # 8 in part because, unlike Frontier's voluntary commitment in its Reply Comments, Condition # 8 prohibits Frontier from increasing rates not only for unbundled network elements, but for tandem transit service, any interstate special access tariffed offerings, reciprocal compensation, interconnection, collocation, Ethernet service, or any other wholesale services. *See* Attachment D, Condition # 8.
- The Commission should adopt Joint Commenters' Condition # 9 to address any ambiguities in Frontier's commitment in its Reply Comments and make clear that post-merger Frontier will be classified as a BOC in the portions of West Virginia currently served by Verizon. *See* Attachment D, Condition # 9. This would be consistent with the Commission's holding in the *FairPoint-Verizon Merger Order*.³

We explained further that, in addition to the conditions listed above, it is critical that the Commission impose Joint Commenters' condition numbers 1, 2, 10, 19, 21, 23, and 25 for the following reasons:⁴

- Conditions # 1 and 2 address merger-specific concerns and are very similar to conditions already agreed to by the Applicants in some of the state commission proceedings. *See* Attachment D, Conditions # 1-2.
- Condition # 10 is needed to ensure that Frontier will not seek to avoid its wholesale obligations under Section 251(c) by invoking the protections of Section 251(f)(1) or (f)(2).⁵ Frontier has stated in its response to the Commission's initial data request that "Frontier has no intention of asserting the rural exemption [under Section 251(f)(1)] in the transaction market areas."⁶

³ *See In re Applications Filed for the Transfer of Certain Spectrum Licenses and Section 214 Authorizations in the States of Maine, New Hampshire, and Vermont from Verizon Communications Inc. and its Subsidiaries to FairPoint Communications, Inc.*, Memorandum Opinion and Order, 23 FCC Rcd. 514, ¶¶ 33-35 (2008) ("*FairPoint-Verizon Merger Order*").

⁴ *See also generally* Joint Commenters' January 28th Ex Parte Filing; Petition to Deny of tw telecom inc. et al, WC Dkt. No. 09-95 (filed Sept. 21, 2009) ("Joint Commenters' Petition to Deny").

⁵ *See* Joint Commenters' January 28th Ex Parte Filing at 14-16.

⁶ *See* Response of Frontier Communications Corp. to the Commission's February 12, 2010 Information and Document Request, WC Dkt. No. 09-95, at 42 (filed Feb. 26, 2010) (responding to Request # 22 as revised by the FCC Staff).

Accordingly, there is no reason that Frontier should be opposed to a binding merger condition to that effect.

- As discussed in the Joint Commenters' January 28th Ex Parte Filing,⁷ Conditions # 19 and 21 are needed to ensure that Frontier does not perpetuate Verizon's anticompetitive conduct with respect to access to remote terminals and DS1 UNE loop facilities. *See* Attachment D, Conditions # 19 & 21.
- As discussed in the Joint Commenters' Petition to Deny,⁸ when customers such as tw telecom order DS1 special access circuits under Verizon's Term Volume Plan, Verizon is able to automatically bill the transport component of each DS1 special access circuit as a "MetroLAN" rate element when MetroLAN is the least expensive option available to the customer. The Commission should adopt Condition # 23 to ensure that Frontier's systems retain this billing capability. Importantly, even though Verizon's existing OSS for the 13 affected states have been replicated and the Replicated Systems will be transferred to Frontier, it is not at all clear that Frontier's *billing* systems will have the same capability as Verizon to automatically bill qualifying customers for MetroLAN when it is the least-cost option.
- The Commission should also adopt Condition # 25. The monetary penalties proposed in Condition # 25 were designed to supplement other enforcement mechanisms needed to ensure compliance with the conditions proposed by the Joint Commenters. If the FCC were to adopt its own performance reporting and service quality requirements, however, a separate regime of self-executing penalties would be needed to ensure compliance with such requirements. For example, the Commission could impose an automatic penalty of a certain percentage of Frontier's wholesale revenues for each failure to meet the established benchmark or standard. Alternatively, the Commission could establish two kinds of failures for the relevant performance metrics. "Ordinary" failures would be failures on a measure for one month or two consecutive months. "Chronic" failures would be failures on a measure for three consecutive months. Under this regime, Frontier would pay a fixed dollar amount for each ordinary failure in excess of the established benchmark or standard and five times that dollar amount for each chronic failure in excess of the established benchmark or standard.

Finally, the wholesale performance metrics and benchmark proposed by Frontier in Voluntary Commitment # 12 of its May 10, 2010 letter in this proceeding⁹ are insufficient. To begin with, for each of the metrics proposed by Frontier in Voluntary Commitment # 12, the Commission should require Frontier to meet or exceed Verizon's average monthly performance for the first six months of

⁷ *See* Joint Commenters' January 28th Ex Parte Filing at 12-14.

⁸ *See* Joint Commenters' Petition to Deny at 26 & n.86.

⁹ *See* Attachment A to Letter from Kathleen Q. Abernathy, Chief Legal Officer, Frontier Communications Corp., to Julius Genachowski, Chairman, FCC et al., WC Dkt. No. 09-95 (filed May 10, 2010) (listing "Further Commitments by Frontier Communications Corp.").

2008 rather than Verizon's performance for 2009. This is because Verizon consolidated its Verizon West order processing centers from Coeur d'Alene, Idaho to Chesapeake, Virginia in June 2008, and in Integra's experience, Verizon's wholesale performance deteriorated significantly following this workforce realignment. These problems lasted through much of 2009. As a result, reliance on Verizon's performance in 2009 would set the bar for OSS performance at an unreasonably low level. In addition, the Commission should add to the list of metrics in Frontier's Voluntary Commitment # 12 the following metrics that Verizon is currently required to report to wholesale customers in certain states under the Joint Partial Settlement Agreement ("JPSA"):¹⁰

Ordering Performance

- OR-1 FOC/LSC Notice Timeliness (Order Confirmation Timeliness)
- OR-4-18 Completion Notice Interval

Provisioning Performance—Installation Quality

- PR 6-01 % Troubles in 30 Days for Special Services Orders
- PR-6-02 % Troubles in 7 Days for Non-Special Orders
- PR-6-04 Provisioning Trouble Reports
- PR-6-05 Average Time to Restore Provisioning Troubles

Provisioning Performance—Jeopardy Reports

- PR-7-01 % Orders Jeopardized
- PR-7-02 Jeopardy Notices Returned by Required Interval

Maintenance Performance

- MR-5-01 % Repeat Reports within 30 Days

Billing Performance

- BI-3-01 Bill Accuracy

¹⁰ The Joint Partial Settlement Agreement is available at http://www22.verizon.com/wholesale/attachments/east-perf_meas/CA_FL_IN_NC_OH_JPSA_BLACKLINE.doc (last visited May 13, 2010).

Marlene H. Dortch
May 13, 2010

Again, for each of these metrics, Frontier should be required to meet or exceed Verizon's average monthly performance for the first six months of 2008. In addition, this requirement should apply in all 14 affected states.

Respectfully submitted,

/s/ Thomas Jones

Thomas Jones

Nirali Patel

*Counsel for Integra Telecom, Inc., tw telecom inc.,
Cbeyond, Inc., and One Communications Corp.*

Attachments

cc (via e-mail): Nick Alexander
Alex Johns
Steve Rosenberg
Carol Simpson
Don Stockdale
Matt Warner
Zac Katz
Angela Kronenberg
Christine Kurth
Jennifer Schneider
Christi Shewman

ATTACHMENT A



Carrier Sales and Service
180 S. Clinton Ave.
Rochester, NY 14623



Verizon Partner Solutions
600 Hidden Ridge
HQEWMNOTICES
P.O. Box 152092
Irving, TX 75038

January 21, 2010

J. Jeffery Oxley, EVP, General Counsel

Integra Telecom Holdings, Inc., Integra Telecom of Oregon, Inc. and Integra Telecom of Washington, Inc.,
Eschelon Telecom of Washington, Inc., Eschelon Telecom of Oregon, Inc., Advanced Telcom, Inc., and
Advanced Telcom Group, Inc., Oregon Telecom, Inc.,
1201 NE Lloyd Boulevard, Suite 500
Portland, OR 97232

Subject: Wholesale Advantage Services Agreement between Verizon Services Corp. and Integra
Telecom Holdings, Inc., Integra Telecom of Oregon, Inc. and Integra Telecom of
Washington, Inc., Eschelon Telecom of Washington, Inc., Eschelon Telecom of Oregon,
Inc., Advanced Telcom, Inc., and Advanced Telcom Group, Inc., Oregon Telecom, Inc.,
dated August 31, 2009 (the "Agreement")

On May 13, 2009, Verizon Communications Inc. ("Verizon") entered into a merger agreement (the "Merger Agreement") with Frontier Communications Corporation ("Frontier") whereby Verizon agreed that through a series of internal transfers, it would transfer control of certain assets, liabilities and contracts in Arizona, Nevada, Idaho, Oregon, Washington, Ohio, Illinois, Michigan, Indiana, Wisconsin, West Virginia, North Carolina, South Carolina and certain wire centers in California³¹ (the "Transferred Service Territories") to a newly created Verizon affiliate, New Communications ILEC Holdings Inc. ("ILEC Holdings") Verizon has further agreed to merge New Communications Holdings Inc., the parent of ILEC Holdings, with Frontier pursuant to the Merger Agreement (the "Transaction"), with Frontier being the surviving entity.

Verizon and Frontier have petitioned regulatory bodies in the Transferred Service Territories for approval of the Transaction and upon closing to withdraw Verizon's authority as a local exchange carrier in the Transferred Service Territories. When these petitions are approved and the Transaction closes, Frontier will be the authorized local exchange carrier in the Transferred Service Territories.

Under the Agreement Verizon or its affiliate agreed to provide certain services in at least one state comprising the Transferred Service Territories as well as in at least one other state not involved in the Transaction.

In connection with the Transaction, pursuant to the terms of the Agreement, Verizon is hereby providing notice that it will terminate the Agreement only in the Transferred Service Territories as of the closing of the Transaction. Verizon will continue to provide the services set forth in the Agreement in other states, as applicable, after the closing of the Transaction.

Frontier has prepared an agreement mirroring the Agreement in the Transferred Service Territories pursuant to which Frontier will continue providing the services previously provided under the Agreement in the Transferred Service Territories. An agreement for this purpose is attached hereto (the "Adoption Agreement").

Please note that this joint letter is being sent for administrative convenience. No obligations of either Verizon or Frontier arise from this letter. Rather, all obligations of Verizon or Frontier described herein are set forth in the Agreement and the Adoption Agreement.

³¹ California wire centers: Blythe, Palo Verde (PALSVD), Alpine, Coleville, Earp, Havasu

Subject to regulatory approval, the closing of the Transaction is currently expected to occur in the second quarter 2010. Our desire and expectation is that your organization will execute the Adoption Agreement with Frontier well before that date. This agreement would only become effective upon closing of the Transaction. We would appreciate your execution and return of this document no later than 45 days from the date of this letter, so all will proceed smoothly at closing.

Please have all originals (four included; sign where marked) executed by an authorized representative and returned to Frontier at the following address:

Lucy Buhmaster
Frontier Communications Corporation
137 Harrison Street
Gloversville, NY 12078-4815

Once Frontier receives these documents we will execute them and return one fully executed original to you for your records.

Should you wish to discuss this letter with Verizon please contact your account team. For questions on the Frontier Adoption Agreement, please contact Lucy Buhmaster at 518-773-6162.

Sincerely,

VERIZON PARTNER SOLUTIONS



David J. Goldhirsch
Director-Contract Management

FRONTIER COMMUNICATIONS CORPORATION



Stephen LeVan
SVP Carrier Sales and Service

Enclosures (4)

VIA FedEx 2-Day Delivery

AGREEMENT WITH ADOPTION OF TERMS

This Agreement with Adoption of Terms (this "Adoption Agreement") is between Frontier Communications Corporation, on behalf of itself and its subsidiaries, with offices at 180 South Clinton Avenue, Rochester, NY 14546 ("Frontier") and Integra Telecom Holdings, Inc., Integra Telecom of Oregon, Inc. and Integra Telecom of Washington, Inc., Eschelon Telecom of Washington, Inc., Eschelon Telecom of Oregon, Inc., Advanced Telcom, Inc., and Advanced Telcom Group, Inc., Oregon Telecom, Inc., with offices at 1201 NE Lloyd Boulevard, Suite 500, Portland, OR 97232 ("Customer") (hereinafter together "the Parties").

WHEREAS, Verizon Communications Inc. ("Verizon"), New Communications Holdings Inc. ("NewCo") and Frontier have entered into an agreement whereby Verizon shall through a series of internal transfers, transfer control certain operations in Arizona, Nevada, Idaho, Oregon, Washington, Ohio, Illinois, Michigan, Indiana, Wisconsin, West Virginia, North Carolina, South Carolina and certain wire centers in California¹ ("Transferred Service Territories") to a newly created Verizon affiliate, New Communications ILEC Holdings Inc. ("ILEC Holdings") and following Verizon's transfer of control of such operations to ILEC Holdings, NewCo, the parent of ILEC Holdings, shall merge with and into Frontier pursuant to an Agreement and Plan of Merger dated as of May 13, 2009 (the "Transaction"), with Frontier being the surviving entity; and

WHEREAS, prior to the Transaction, a subsidiary or subsidiaries of Verizon and Customer entered into an agreement entitled Wholesale Advantage Services Agreement between Customer and The Verizon Telephone Operating Companies and dated as of August 31, 2009, (as such agreement is in effect immediately prior to the Transaction, the "Agreement"), such Agreement providing for the provision of services in a service area that includes, but is not exclusive to, the pre-Transaction Verizon operating territories in the Transferred Service Territories; and

WHEREAS, the Parties desire that Frontier or an acquired subsidiary of Frontier continue providing the services previously provided under the Agreement in the Transferred Service Territories following the Transaction upon the same terms and conditions as provided in the Agreement.

NOW THEREFORE, the Parties agree as follows:

1. On and after the closing date of the Transaction (the "Transaction Closing Date"), the Customer and Frontier, by and through its subsidiary acquired in the Transaction, agree to be bound by the Agreement, except as otherwise expressly set forth in this Adoption Agreement, at the same rates, terms and conditions set forth in the Agreement and applicable Frontier tariffs in the former Verizon operating territories in the Transferred Service Territories. Customer agrees that it shall look exclusively to Frontier and its subsidiary acquired in the Transaction, as holder of all rights and obligations

¹ California wire centers: Blythe, Palo Verde (PALSVDE), Alpine, Coleville, Earp, Havasu

previously held by Verizon or its affiliates under the Agreement and not to Verizon or any Verizon affiliate or subsidiary for enforcement of any rights or performance of any obligation under the Agreement in the Transferred Service Territories after the Transaction Closing Date.

2. Notice to Frontier or its subsidiary acquired in the Transaction as may be required or permitted under the Agreement, in the Transferred Service Territories shall be provided as follows:

Frontier Communications Corporation
ATTN: Kim Czak
180 South Clinton Avenue
Rochester, NY 14546

With a copy to:

Frontier Communications Corporation
ATTN: General Counsel
180 South Clinton Avenue
Rochester, NY 14546

3. Notwithstanding anything in the Agreement to the contrary, the Parties agree that the term of the Agreement as hereby adopted in the Transferred Service Territories shall expire on the later of (a) twelve (12) months following the Transaction Closing Date or (b) the termination date contained in the Agreement unless otherwise agreed to by the Parties in writing.

4. Notwithstanding anything in the Agreement to the contrary, the Parties agree that any and all references in the Agreement to specific and general tariffs of Verizon and its affiliates are inapplicable to Frontier's or its acquired subsidiary's provision of services in the Transferred Service Territories under the Agreement as hereby adopted and for purposes of Frontier's or its acquired subsidiary's delivery of services under this Adoption Agreement and for all other contract matters any such tariff references are deemed to and shall refer to Frontier's or its acquired operating subsidiary's applicable tariffs.

5. Notwithstanding anything in the Agreement to the contrary, the Parties agree that any and all references in the Agreement to specific and general policies, procedures, product guides, handbooks or other collateral material of Verizon or any Verizon subsidiary are deemed to and shall refer to Frontier's or its acquired operating subsidiary's applicable policies, procedures, product guides, handbooks or other Frontier collateral material.

6. Notwithstanding anything in the Agreement to the contrary, the Parties agree that all references to Verizon state operating territories other than references to the Transferred Service Territories and listings of Verizon state or regional operating entities,

subsidiaries or affiliates are inapplicable to Frontier's or its acquired subsidiary's provision of service under the Agreement as adopted hereby and this Adoption Agreement and are excluded from the Agreement as adopted by this Adoption Agreement.

7. The Parties agree that any and all references in the Agreement to rate listings other than those applicable to the Transferred Service Territories are inapplicable to Frontier's or its acquired subsidiary's provision of services under the Agreement as hereby adopted and are hereby revised and amended to exclude those rates set forth in the Agreement that are applicable exclusively outside the Transferred Service Territories.

8. The Parties agree that effective immediately upon the closing of the Transaction, Frontier shall assign and transfer the Agreement as hereby adopted to the appropriate acquired operating subsidiary and shall cause such acquired operating subsidiary to assume all of the obligations thereof.

9. This Adoption Agreement shall become effective only as of the Transaction Closing Date and may only be amended by written agreement of the Parties.

The Parties hereby execute this Agreement effective as of the last to execute below.

Frontier Communications Corporation

**Integra Telecom Holdings, Inc., Integra
Telecom of Oregon, Inc. and Integra
Telecom of Washington, Inc., Eschelon
Telecom of Washington, Inc., Eschelon
Telecom of Oregon, Inc., Advanced Telecom,
Inc., and Advanced Telcom Group, Inc.,
Oregon Telecom, Inc.,**

Print Name: _____

Print Name: _____

Signature: _____

Signature: _____

Title: _____

Title: _____

Date: _____

Date: _____

ATTACHMENT B

David J. Goldhirsch
Verizon Partner Solutions
600 Hidden Ridge
HQEWMNOTICES
P.O. Box 152092
Irving, TX 75038

Stephen LeVan
SVP Carrier Sales and Service
Frontier Communications Corporation
180 South Clinton Avenue
Rochester, NY 14623

Re: Wholesale Advantage Services Agreement between Verizon Services Corp. and Integra Telecom Holdings, Inc, Integra Telecom of Oregon, Inc. and Integra Telecom of Washington, Inc., Eschelon Telecom of Washington, Inc., Eschelon Telecom of Oregon, Inc., Advanced TelCom, Inc., and Advanced TelCom Group, Inc., and Oregon Telecom, Inc., dated August 31, 2009.

Dear Messers. Goldhirsch and LeVan:

Integra Telecom (Integra) has received a letter from Verizon Communications Inc. (Verizon) and Frontier Communications Corporation (Frontier), dated January 21, 2010, referring to the above-referenced Wholesale Advantage Services Agreement (WASA) and the transfer of certain contracts from Verizon to Frontier. First, it should be noted that the description of the Agreement in the letter is not accurate. The WASA in question has recently been amended to include United Communications, Inc. d/b/a UNICOM ("UNICOM") and Electric Lightwave, LLC ("ELI").

More importantly, the letter and attached "Adoption Agreement" are premature and do not reflect the commitments made to and ordered by state and federal regulatory agencies. They are premature because all of the regulatory agencies have not yet completed their review of the transfer. They also do not fully reflect the orders issued by the regulatory commissions and the agreements made by Verizon and Frontier. For example, in Oregon, Verizon and Frontier agreed and the Commission approved the following condition of approval of the transaction:

David J. Goldhirsch
Stephen LeVan
May 10, 2010
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“All VNW existing agreements with wholesale customers, retail customers, and utility operators and licensees for services provided in Oregon including, but not limited to interconnection agreements, commercial agreements, line sharing commercial agreements, and special access discount and/or term plan agreements will be assigned to or assumed by Frontier or its subsidiary and will be honored by the Company for the term of the agreement.”

Similar language was agreed to and adopted by the Washington Commission. However, the proposed “Adoption Agreement” purports to change the terms of the Wholesale Agreement by changing all references to “specific and general policies, procedures, product guides, handbooks or other collateral material of Verizon” to refer to Frontier’s “policies, procedures, product guides, handbooks or other Frontier collateral material.” This is not the same as an assumption of the Verizon agreement by Frontier, but is instead an amendment and modification of the Verizon Wholesale Agreement, is contrary to the stipulation entered into by the parties in the Oregon and Washington proceedings before the state commissions, and inconsistent with the Oregon Commission’s Order.

It would seem, in light of the agreements and Commission Order, the more appropriate course of action would be to have a simple and straight-forward assumption of the Verizon WASA by Frontier.

Sincerely,



Dennis D. Ahlers
Associate General Counsel
763-745-8460 (Direct/Voice)
763-745-8459 (Department Fax)
ddahlers@integratelecom.com

cc: J. Jeffery Oxley
Mark Trincherro

ATTACHMENT C

FRONTIER'S COMMITMENTS IN ITS APPLICATION AND REPLY COMMENTS
WC Dkt. No. 09-95

A. Assumption of Interconnection Agreements and Other Wholesale Arrangements

Frontier has stated in its Reply Comments (at 44-45) that:

“Wholesale arrangements will remain the same as a result of this transaction. Frontier will assume those interconnection agreements between Verizon and other carriers that relate to service wholly within the new Frontier areas. . . . In [the case of Verizon interconnection agreements relating in part to service outside of those states], Frontier stands ready to put in place new interconnection agreements on substantially the same terms and conditions, so as not to disrupt existing arrangements.”

See also Application at 19-20.

B. Wholesale Rates and Volume/Term Agreements

Frontier has stated in its Reply Comments (at 45) that:

“With respect to concerns raised regarding whether Frontier will alter rates for Unbundled Network Elements, Frontier plans to continue to adhere to Verizon’s Statement of Rates for Unbundled Network Elements as part of its commitment to honor Verizon’s obligations under interconnection agreements and other wholesale arrangements.”

The Applicants have also stated in their Application (at 20) that:

“For both retail enterprise and wholesale customers with volume and term agreements, following the transaction the parties will adjust all revenue commitments and volume thresholds so that customers that maintain the volumes they currently purchase in acquired states and Verizon’s remaining states, respectively, will continue to qualify for the same volume discounts in the respective areas. Frontier will reduce pro rata the volume commitments provided for in agreements to be assigned to or entered into by Frontier or tariffs to be concurred in and then adopted by Frontier, without any change in rates and charges or other terms and conditions, so that such volume pricing terms will in effect exclude volume requirements from states outside of the affected states. Verizon will do the same with respect to service it will continue providing outside of those regions. Both parties will amend their tariffs or satisfy other filing requirements and amend other customer agreements as may be necessary to restate the applicable volume commitments. As a result, retail and wholesale customers will receive the same benefits in the aggregate following the transaction as those provided pursuant to the existing Verizon volume discount arrangement.”

C. Status of the Merged Firm as a “Bell Operating Company”

Frontier has stated in its Reply Comments (at 45) that:

“This transaction also does not alter the applicability of Section 271 or any other Bell Company-specific requirement to Verizon West Virginia. Frontier will abide by all the Section 271 requirements applicable to Verizon West Virginia (the successor or assignor of the former Chesapeake and Potomac Telephone Company of West Virginia property). This includes continued compliance with those parts of the competitive checklist that have not been the subject of forbearance, as well as being subject to Section 271’s complaint procedures”

ATTACHMENT D

PROPOSED CONDITIONS

For purposes of the conditions proposed herein, the following definitions apply:

“Transaction” means the proposed acquisition of the incumbent LEC assets of Verizon Communications Inc. by Frontier Communications Corporation that is the subject of the applications for FCC approval in WC Docket No. 09-95.

“Closing Date” means the date on which the Transaction is consummated.

“Verizon” means Verizon Communications Inc. and its subsidiaries.

“Frontier” means Frontier Communications Corporation and its subsidiaries after the consummation of the Transaction.

“Legacy Frontier” means Frontier Communications Corporation and its subsidiaries prior to the consummation of the Transaction.

“14 Affected States” means Arizona, California, Idaho, Illinois, Indiana, Michigan, Nevada, North Carolina, Ohio, Oregon, South Carolina, Washington, West Virginia, and Wisconsin.

All of the conditions proposed herein apply for 36 months from the Closing Date of the Transaction, except as otherwise indicated. All of the conditions proposed herein apply throughout the entirety of Frontier’s service territory in the 14 Affected States, excepted as otherwise indicated. Any failure to comply with the conditions proposed herein shall be subject to an enforcement action by the FCC or a private party. The procedures governing such enforcement action shall be the same as those that would apply if the conditions set forth below were requirements of Title II of the Communications Act.

1. Frontier will not discontinue, withdraw or stop providing, or seek to discontinue, withdraw or stop providing, any Verizon wholesale service offered to CLECs as of the Closing Date for one year after the Closing Date except as approved by the FCC.

[Relevance Of State-Level Conditions: This proposed condition is similar to OR/WA CLEC Settlement Condition 1, Comcast 4-State Settlement Condition a, and Comcast West Virginia Settlement Condition a, and should be applied to all 14 Affected States.]

2. Frontier will not seek to recover, directly or indirectly, through wholesale service rates or other fees paid by CLECs any Transaction-related costs including but not limited to one-time transfer, branding or transaction costs, management costs, or OSS transition costs.

[Relevance Of State-Level Conditions: This proposed condition is similar to OR/WA CLEC Settlement Conditions 2 & 3, Comcast 4-State Settlement Conditions b & c, Comcast West Virginia Settlement Conditions b & c, and West Virginia CLEC Settlement Condition 16, and should be applied to all 14 Affected States.]

3. Frontier will (1) comply with all wholesale performance reporting requirements and associated penalty regimes currently applicable to Verizon, including but not limited to those applicable under Performance Assurance Plans and Carrier-to-Carrier Guidelines; (2) continue to provide the performance reports that Verizon currently provides to wholesale customers under the Joint Partial Settlement Agreement, effective March 2008, for California, Florida, Indiana, North Carolina, Ohio, Oregon, and Washington (“Joint Partial Settlement Agreement”);¹ (3) provide the performance reports that Verizon currently provides to existing wholesale customers to any new entrants in the legacy Verizon territory in the 14 Affected States; (4) add the wholesale service that Frontier provides to wholesale customers in Michigan to the performance reporting required under the Joint Partial Settlement Agreement; (5) meet or exceed Verizon’s average monthly performance for 2008 for each metric contained in the reports provided under the Joint Partial Settlement Agreement; and (6) not seek any changes to any of the wholesale performance reporting requirements and associated penalty regimes currently applicable to Verizon.

[Relevance Of State-Level Conditions: This condition covers the same subject matter as Comcast 4-State Settlement Condition d, Comcast West Virginia Settlement Condition d, OR/WA CLEC Settlement Condition 4, and West Virginia CLEC Settlement 4, but it addresses the flaws in those conditions. Those conditions are insufficient because they do not require Frontier to (1) provide the performance reports to new entrants in the legacy Verizon territory, (2) provide performance reporting to wholesale customers in Michigan, (3) meet or exceed Verizon’s average monthly performance for 2008, or (4) not seek any changes to the performance reporting requirements and associated penalty regimes.]

4. Frontier will retain, at its sole expense, an independent third-party consultant to conduct an analysis of the level of service provided to wholesale customers in the legacy Verizon territory in the 14 Affected States before and after the Transaction. This analysis will begin 18 months following the Closing Date and will be completed within 90 days. Frontier will provide each CLEC with CLEC-specific results of the analysis and Frontier will provide the public with aggregate results of the analysis.

[Relevance Of State-Level Conditions: This proposed condition is not addressed by the various state-level settlement agreements.]

5. Frontier will assume or take assignment of all obligations under Verizon’s current interconnection agreements, interstate special access tariffs, commercial agreements, line sharing agreements, and other existing arrangements with wholesale customers (“Assumed Agreements”). Frontier shall not terminate or change the rates, terms or conditions of any effective Assumed Agreements during the unexpired term of any Assumed Agreement or for a period of 36 months from the Closing Date, whichever

¹ The Joint Partial Settlement Agreement is available at http://www22.verizon.com/wholesale/attachments/east-perf_meas/CA_FL_IN_NC_OH_JPSA_BLACKLINE.doc (last visited Jan. 28, 2010).

occurs later unless requested by the wholesale customer, or required by a change of law.

[Relevance Of State-Level Conditions: This proposed condition is modeled after OR/WA CLEC Settlement Condition 5, Comcast 4-State Settlement Condition e, and Comcast West Virginia Settlement Condition f, and addresses issues that are also covered in West Virginia CLEC Settlement Condition 2. Like West Virginia CLEC Settlement Condition 2, this proposed condition applies for 36 months.]

6. Frontier will allow requesting carriers to extend existing interconnection agreements with Legacy Frontier, whether or not the initial or current term has expired, until at least 36 months from the Closing Date, or the date of expiration, whichever is later.

[Relevance Of State-Level Conditions: This proposed condition is modeled after OR/WA CLEC Settlement Condition 6, Comcast 4-State Settlement Condition f, and Comcast West Virginia Settlement Condition g and addresses issues that are also covered in West Virginia CLEC Settlement Condition 3. Like West Virginia CLEC Settlement Condition 3, this proposed condition applies for 36 months.]

7. Frontier shall allow a requesting carrier to use its pre-existing interconnection agreement, including agreements entered into with Verizon, as the basis for negotiating a new replacement interconnection agreement. Such new replacement interconnection agreement shall apply throughout the state in question.

[Relevance Of State-Level Conditions: This proposed condition is similar to OR/WA CLEC Settlement Condition 7, Comcast 4-State Settlement Condition g, Comcast West Virginia Settlement Condition h, and West Virginia CLEC Settlement Condition 3, except that it requires the new replacement interconnection agreement to apply throughout the state in question.]

8. For at least 36 months from the Closing Date, Frontier shall not increase rates for tandem transit service, any interstate special access tariffed offerings, reciprocal compensation, interconnection, collocation, unbundled network elements, Ethernet service, or any other wholesale services. For at least 36 months from the Closing Date, Frontier will not create any new rate elements or charges for distinct facilities or functionalities that are currently already provided under existing rates. Frontier shall continue to offer any currently offered Term and Volume Discount plans until at least 36 months from the Closing Date. Frontier will honor any existing contracts for services on an individualized term pricing plan arrangement for the duration of the contracted term. Frontier will reduce pro rata the volume commitments provided for in agreements to be assigned to or entered into by Frontier or tariffs to be concurred in and then adopted by Frontier without any change in rates and charges or other terms and conditions, so that such volume pricing terms will in effect exclude volume requirements from states not affected by the proposed Transaction.

[Relevance Of State-Level Conditions: This proposed condition is modeled after OR/WA CLEC Settlement Condition 8, Comcast 4-State Settlement Condition h, and Comcast West Virginia Settlement Condition i, and it also addresses issues that are covered by West Virginia CLEC Settlement Condition 2. Like West Virginia CLEC Settlement

Condition 2, this proposed condition applies for 36 months. However, West Virginia CLEC Settlement Condition 2 does not address volume-term agreements.]

9. In the portions of West Virginia served by Verizon prior to the Closing Date, Frontier shall be classified as a Bell Operating Company (“BOC”), pursuant to Section 3(4)(A)-(B) of the Communications Act of 1934 (“Communications Act”) and shall be subject to all requirements applicable to BOCs, including but not limited to the “competitive checklist” set forth in Section 271(c)(2)(B) and the nondiscrimination requirements of Section 272(e) of the Communications Act.

[Relevance Of State-Level Conditions: This proposed condition covers the same subject matter as West Virginia CLEC Settlement Condition 8 and Comcast West Virginia Settlement Condition j, but it addresses the flaws in those conditions. West Virginia CLEC Settlement Condition 8 is insufficient because it merely states that “Frontier WV will comply with statutory obligations under Section 271 of the Act.” Comcast West Virginia Settlement Condition j is insufficient because it merely prevents Frontier from avoiding any of its obligations under the Assumed Agreements on the grounds that Frontier is not subject to Section 271.]

10. Frontier will not seek to avoid any of its obligations under the Assumed Agreements on the grounds that Frontier is not an incumbent local exchange carrier (“ILEC”) under the Communications Act. Frontier will waive, in perpetuity, its right to seek the exemption for rural telephone companies under Section 251(f)(1) and its right to seek suspensions and modifications for rural carriers under Section 251(f)(2) of the Communications Act.

[Relevance Of State-Level Conditions: This condition covers the same subject matter as OR/WA CLEC Settlement Condition 9, Comcast 4-State Settlement Condition i, Comcast West Virginia Settlement Condition j, and West Virginia CLEC Settlement Condition 8, but it addresses the flaw in those conditions. Those conditions merely prevent Frontier from invoking the protections of Section 251(f)(1) and (2) for purposes of avoiding any of its obligations under the Assumed Agreements for three years.]

11. For one year following the Closing Date, Frontier will not seek to reclassify as “non-impaired” any wire centers for purposes of Section 251 of the Communications Act. For one year following the Closing Date, Frontier will not file any new petition under Section 10 of the Communications Act seeking forbearance from any Section 251 obligation, dominant carrier regulation, or *Computer Inquiry* requirements.

[Relevance Of State-Level Conditions: This proposed condition is similar to OR/WA CLEC Settlement Condition 10, Comcast 4-State Settlement Condition j, Comcast West Virginia Settlement Condition k, and West Virginia CLEC Settlement Condition 15, except that it also covers the Computer Inquiry requirements.]

12. Frontier shall provide and maintain on a going-forward basis updated escalation procedures, contact lists, and account manager information at least 30 days prior to the Closing Date. The updated contact list shall, for each CLEC, identify and assign a single point of contact with the authority to address the CLEC’s ordering, provisioning, billing,

maintenance, and OSS systems transition and integration issues.

[Relevance Of State-Level Conditions: This proposed condition is similar to OR/WA CLEC Settlement Condition 11, Comcast 4-State Settlement Condition k, Comcast West Virginia Settlement Condition l, and West Virginia CLEC Settlement Condition 9, except that it also covers “OSS systems transition and integration issues.”]

13. Frontier will continue to make available to each CLEC the types of information that Verizon currently makes available to CLECs concerning wholesale operations support systems and wholesale business practices via its website, the CLEC Manual, industry letters, and the Change Management Process (“CMP”). In addition, Frontier will establish a CLEC User Forum process similar to the CLEC User Forum that Verizon currently offers and Frontier will maintain quarterly CLEC User Forum meetings. Frontier will provide CLECs with training and education on any wholesale OSS implemented by Frontier without charge to the CLECs. Frontier will maintain a CMP similar to Verizon’s current CMP process. For the first 12 months following the Closing Date, Frontier shall hold monthly CMP meetings. Thereafter, the frequency of the CMP meetings will be agreed upon by the parties. Frontier will also commit to at least two OSS releases per year and commit to deploying at least two CLEC-initiated Change Requests per OSS release. Pending CLEC Change Requests will be completed in a commercially reasonable timeframe.

[Relevance Of State-Level Conditions: This proposed condition is similar to OR/WA CLEC Settlement Conditions 12 & 13, Comcast 4-State Settlement Conditions l & m, Comcast West Virginia Settlement Conditions m & n, and West Virginia CLEC Settlement Conditions 11 & 12, except that it also requires Frontier to “commit to deploying at least two CLEC-initiated Change Requests per OSS release.”]

14. Frontier shall ensure that its wholesale and CLEC support centers are sufficiently staffed by adequately trained personnel dedicated exclusively to wholesale operations so as to provide a level of service that is comparable to that which was provided by Verizon prior to the Closing Date and to ensure the protection of CLEC information from being used for Frontier’s retail operations.

[Relevance Of State-Level Conditions: This proposed condition is similar OR/WA CLEC Settlement Condition 14, Comcast 4-State Settlement Condition n, Comcast West Virginia Settlement Condition o, and West Virginia CLEC Settlement 17, and it should be applied to all 14 Affected States.]

15. At least 90 days prior to the Closing Date, Frontier will retain, at its sole expense, an independent third-party consultant (“Consultant”) acceptable to the Chief of the FCC’s Wireline Competition Bureau (“WCB Chief”) to assess the readiness of Frontier’s wholesale OSS in West Virginia. The Consultant will review Verizon and Frontier’s cutover plan. CLECs will also be permitted to review the cutover plan and to provide their feedback on the cutover plan to the Consultant. The Consultant will propose readiness criteria, permit interested parties to comment on the proposed readiness criteria, and finalize the readiness criteria based on the comments received. The Consultant will

use the readiness criteria to conduct a pre-cutover assessment, including testing and a mock cutover, of Frontier's wholesale OSS in West Virginia, to determine the readiness of those systems for cutover. At least 30 days before the Closing Date, CLECs will be permitted to test Frontier's systems, including Frontier's wholesale gateway, and report their results to the Consultant. CLECs will be permitted to submit test orders, including pre-ordering and ordering for new facilities, submit sample repair tickets, and view sample bills electronically. In the event that the Consultant's assessment or CLECs' testing identifies problems or errors in Frontier's systems, Frontier will have the opportunity to correct such problems and errors in a commercially reasonable period of time. Based on the results of its own assessment and CLECs' testing, the Consultant will provide a publicly available report to the WCB Chief regarding Frontier's readiness for cutover. After notice and comment by interested parties, the WCB Chief will not permit the cutover to take place unless the Consultant has notified the WCB Chief of the Consultant's determination that Frontier's wholesale OSS operate, at a minimum, at the same level of service quality as Verizon prior to the Transaction. For 45 days following the cutover to Frontier's wholesale OSS, Verizon will not turn down its wholesale OSS for West Virginia and if substantial systems problems arise, as determined by the Consultant, CLECs will be allowed to place orders via Verizon's wholesale OSS for West Virginia until the end of the 45-day period.

[Relevance Of State-Level Conditions: This proposed condition covers the same subject matter as West Virginia CLEC Settlement Condition 10 and Comcast West Virginia Settlement Condition 1, but it addresses the flaws in those conditions. Among other things, those conditions do not require independent third-party oversight of the cutover process or independent third-party testing of Frontier's systems, and they allow Frontier, rather than the FCC, to decide whether Frontier's systems are ready for cutover.]

16. At least 120 days prior to the Closing Date, Frontier will retain, at its sole expense, an independent third-party consultant ("Consultant") acceptable to the WCB Chief, to assess the readiness of Frontier's replicated systems ("Replicated Systems") for the 14 Affected States excluding West Virginia ("the 13 Affected States") for closing. The Consultant will review any documents describing Verizon and Frontier's OSS replication, transition and/or integration plans, including but not limited to the Merger Agreement and system maintenance agreement. CLECs will also be permitted to review these documents and to provide their feedback to the Consultant on Verizon and Frontier's OSS replication, transition and/or integration plans for the 13 Affected States. The Consultant will propose readiness criteria, permit interested parties to comment on the proposed readiness criteria, and finalize the readiness criteria based on the comments received. The Consultant will use the readiness criteria to conduct a pre-closing assessment, including testing, to determine, at a minimum: (1) whether Verizon has properly replicated its OSS and separated the Replicated Systems from its legacy OSS; (2) whether the Replicated Systems were properly transferred to Frontier; and (3) the extent to which the Replicated Systems will be fully operational at closing. At least 30 days before the Replicated Systems are operated by Verizon in full production mode, CLECs will be permitted to test the Replicated Systems and report the results of their testing to the Consultant. In the event that the Consultant's assessment or CLECs' testing identifies problems or errors in

the Replicated Systems, Verizon and/or Frontier will have the opportunity to correct such problems and errors in a commercially reasonable period of time. Based on the results of its own assessment and CLECs' testing, the Consultant will provide a publicly available report to the WCB Chief regarding Frontier's readiness for closing. After notice and comment by interested parties, the WCB Chief will not permit the closing to take place unless the Consultant has notified the WCB Chief of the Consultant's determination that the Replicated Systems operate, at a minimum, at the same level of service quality as Verizon prior to the Transaction.

[Relevance Of State-Level Conditions: This proposed condition covers the same subject matter as OR/WA CLEC Settlement Condition 15.a. and Comcast 4-State Settlement Condition 1, but it addresses the flaws in those conditions. OR/WA CLEC Settlement Condition 15.a. does not require independent third-party oversight of the replication process, independent third-party testing of the replicated systems, or CLEC testing of the replicated systems, and it allows Frontier, rather than the FCC, to determine whether the systems are ready for closing. While Comcast 4-State Settlement Condition 1 contains robust testing conditions, it does not require independent third-party oversight of the replication process or independent third-party testing of the replicated systems, and it also allows Frontier, rather than the FCC, to determine whether the systems are ready for closing.]

17. Frontier will use the Replicated Systems for the 13 Affected States for at least one year after the Closing Date and Frontier will not replace those systems during the first three years after close of the Transaction without providing 180 days' notice to the FCC and the CLECs. At least 180 days before transition of the Replicated Systems to any other wholesale operations support systems ("New Systems"), Frontier will retain, at its sole expense, an independent third-party consultant ("Consultant") acceptable to the WCB Chief, to assess Frontier's readiness for cutover to the New Systems. The Consultant will review Frontier's cutover plan. CLECs will also be permitted to review the cutover plan and to provide their feedback on the cutover plan to the Consultant. The Consultant will propose readiness criteria, permit interested parties to comment on the proposed readiness criteria, and finalize readiness criteria based on the comments received. The Consultant will use the readiness criteria to conduct a pre-cutover assessment, including testing and a mock cutover, of Frontier's New Systems. CLECs will also be permitted to submit test orders and test Frontier's systems and report their results to the Consultant. In the event that the Consultant's assessment or CLECs' testing identifies problems or errors in Frontier's New Systems, Frontier will have the opportunity to correct all such problems and errors in a commercially reasonable period of time. Based on the results of its own assessment and CLECs' testing, the Consultant will provide a publicly available report to the WCB Chief regarding Frontier's readiness for cutover. After notice and comment by interested parties, the WCB Chief will not permit the cutover to take place unless the Consultant has notified the WCB Chief of the Consultant's determination that Frontier's New Systems operate, at a minimum, at the same level of service quality as Verizon prior to the Transaction.

[Relevance Of State-Level Conditions: This proposed condition covers the same subject

matter as OR/WA CLEC Settlement Condition 15.b. and Comcast 4-State Settlement Condition 1, but it addresses the flaws in those conditions. Those conditions do not require independent third-party oversight and testing, CLEC testing, and FCC approval before cutover.]

18. Frontier will process simple port requests within four business days pursuant to Section 52.26 of the FCC's rules and within one business day pursuant to Section 52.35 of the FCC's rules, once Section 52.35 has taken effect.

[Relevance Of State-Level Conditions: This proposed condition is similar to Comcast 4-State Settlement Condition d, but it is not addressed in the OR/WA CLEC Settlement or the West Virginia CLEC Settlement, and it should be applied to all 14 Affected States.]

19. Frontier will complete provisioning of a requested physical collocation arrangement, including any collocations in remote terminals, within 90 days pursuant to Section 51.323(l)(2) of the FCC's rules. Frontier will also make readily available to requesting carriers a current list of remote terminals, including the physical address and CLLI Code of the remote terminal, and the addresses of all business lines served by each remote terminal.

[Relevance Of State-Level Conditions: This condition covers the same subject matter as West Virginia CLEC Settlement Condition 14, but it addresses the flaws in that condition. West Virginia CLEC Settlement Condition 14 does not require compliance with Section 51.323(l)(2) of the Commission's rules and it does not require the addresses of all business lines served by each remote terminal to be included in the lists provided to requesting carriers.]

20. Frontier will process pole attachment applications within 45 days pursuant to Section 1.1403(b) of the FCC's rules. Frontier must provide bi-monthly reports to the FCC's Wireline Competition Bureau on its compliance with Section 1.1403(b) of the FCC's rules, including the number of pole attachment applications it has received and the number of such applications it has processed within 45 days. Frontier will also process within 60 days of the Closing Date all pending pole attachment applications that have not been processed within 45 days pursuant to Section 1.1403(b) of the FCC's rules. If Frontier fails to meet either the 45-day interval for any pole attachment application submitted after the Closing Date or the 60-day interval for processing pole attachment applications that had not been processed within 45 days prior to the Closing Date, Frontier shall provide the party seeking the attachment with a credit on wholesale charges or a payment in an amount equal to \$1,000 per application for each 10-day delay past the applicable deadline (e.g., a delay of 20 days past the 45-day deadline for an application submitted after the Closing Date would result in a \$2,000 fine). Frontier shall provide attaching CLECs with at least four certified engineers to bid on and compete for the service contract for the make-ready work to be performed by the attaching CLEC. Frontier shall not charge a new attacher to remedy other attachers' preexisting violations of pole attachment requirements.

[Relevance Of State-Level Conditions: This proposed condition covers the same subject

matter as West Virginia CLEC Settlement Condition 13 but it addresses the flaws in that condition. West Virginia CLEC Settlement Condition 13 merely requires that the backlog of pending pole attachment applications be resolved within 180 days and that Frontier work with CLECs to “develop process [sic] within 90 days of Closing to meet the contracted intervals on new requests.”]

21. Frontier shall not be permitted to reject a DS1 UNE loop order on the basis that no facilities are available where any Frontier facilities assignment database shows that the loop in question is available to be provisioned by Frontier to a Frontier retail customer. For any DS1 UNE loop order rejected on the basis that no facilities are available, Frontier shall provide the requesting carrier with the status of the loop in question in any Frontier facilities assignment database.

[Relevance Of State-Level Conditions: This proposed condition is similar to West Virginia CLEC Settlement Condition 21 but it is not addressed in the OR/WA CLEC Settlement or the Comcast 4-State Settlement, and it should be applied in all 14 Affected States.]

22. Frontier will provision DS1 interstate special access loops within a maximum of 6 business days, 80 percent of the time.

[Relevance Of State-Level Conditions: This proposed condition is not addressed by the various state-level settlement agreements.]

23. Frontier’s OSS will have the capability to automatically provision and bill the transport element of each DS1 special access circuit ordered by a wholesale customer as a “MetroLAN” rate element where MetroLAN is the least expensive rate element available to the customer.

[Relevance Of State-Level Conditions: This proposed condition is not addressed by the various state-level settlement agreements.]

24. Frontier will hold regular customer summits similar to those Verizon holds in order to solicit feedback from large wholesale customers.

[Relevance Of State-Level Conditions: This proposed condition is not addressed by the various state-level settlement agreements.]

25. Every six months following the Closing Date, for each of the conditions proposed herein, Frontier will require an officer of the corporation with authority over compliance with that condition to sign and file in WC Dkt. No. 09-95 an affidavit stating, under penalty of perjury, that Frontier is in compliance with the condition. If a Frontier officer is unable to sign such an affidavit for each condition, Frontier will be subject to an automatic penalty, payable to the U.S. Treasury, in the amount of \$100,000 per condition per six-month period. If Frontier files an affidavit stating that it is in compliance with any of the conditions proposed herein and the FCC subsequently determines that Frontier was not in compliance with the condition at the time the affidavit was signed, Frontier will be

subject to a penalty, payable to the U.S. Treasury, in the amount of \$500,000 per condition per six-month period. These automatic penalties shall be in addition to any other remedies awarded by the FCC, including any monetary damages payable to parties harmed by Frontier's failure to comply with a condition proposed herein.

[Relevance Of State-Level Conditions: This proposed condition is not addressed by the various state-level settlement agreements.]