



21 West Ave  
Spencerport, NY 14559

May 14, 2021

Mr. Gary Widerburg  
Commission Administrator  
Public Service Commission of Utah  
Heber M. Wells Building  
160 East 300 South,  
Salt Lake City, Utah 84111

Re: Amendment to the Agreement between Citizens Telecommunications Company of Utah and Onvoy, LLC

Dear Mr. Widerburg:

Citizens Telecommunications Company of Utah ("Citizens"), d/b/a Frontier Communications of Utah, and Onvoy, LLC hereby submit for approval the enclosed "Amendment to the Agreement for Local Interconnection" signed by Citizens on May 10, 2021 (the "Amendment to the Agreement"), which provides Local Interconnection to resell certain Local Interconnection that Citizens provides. This Amendment to the Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is being submitted pursuant to Section 252(e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 ("the Act"), and the requirements of Utah Code Ann. 54-8b-2.2(1)(d)(i).

Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the commission finds that

1. the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
2. the implementation of such agreement or portion is not consistent with the public interest, convenience and necessity.

Citizens and Onvoy, LLC respectfully submit that the Amendment to the Agreement provides no basis for either of these findings. First, the Amendment to the Agreement does not discriminate against any other telecommunications carrier because Citizens has made the terms of the Amendment to the Agreement available to other carriers. Second, the Amendment to the Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of Utah, this Commission, the U.S. Congress and the Federal Communications Commission.

Please direct any questions to Leslie Zink at (585) 777-4717, or [Leslie.Zink@ftr.com](mailto:Leslie.Zink@ftr.com).

Sincerely,

A handwritten signature in black ink that reads "Leslie Zink".

Leslie Zink  
Sr. Manager, Pricing & Tariffs

## CERTIFICATE OF SERVICE

I hereby certify that on this 14th day of May, 2021, a true copy of the foregoing filing was sent via email to the following:

Gary Widerburg, PSC of Utah

[psc@utah.gov](mailto:psc@utah.gov)

Respectfully submitted,



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Leslie Zink  
Sr. Manager, Pricing & Tariffs  
Frontier Communications  
21 West Ave.  
Spencerport, NY 14559  
585-777-4717  
[Leslie.Zink@ftr.com](mailto:Leslie.Zink@ftr.com)

**AMENDMENT**  
**TO THE**  
**INTERCONNECTION AGREEMENTS**  
**BETWEEN**  
**FRONTIER**  
**AND**  
**ONVOY, LLC**

This Amendment ("Amendment") deemed effective on May 17, 2021 (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 Onvoy, LLC wireline competitive local exchange carrier ("Onvoy") affiliates, individually and collectively the "Carrier") listed in Exhibit A. Frontier and Carrier may be referred to individually as a "Party" and collectively as the "Parties." The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended. This Amendment covers only the services addressed in this Amendment that Frontier provides in its operating territory in the states listed in Exhibit A.

**RECITALS**

A. Frontier and Carrier, whether as original parties or as a result of Carrier's adoption of an agreement pursuant to 252(i) of the Communications Act of 1934 as amended (the "Act"), are Parties to an interconnection agreement under Section 251 and 252 of the Act (such interconnection agreement, as amended to date, being referred to as the "Agreement"); and

B. The Federal Communications Commission ("FCC") issued its Proposed Order and Further Notice of Proposed Rulemaking, WC Docket Nos. 17-97 and 20-67 (rel. Mar 31, 2020) ("FCC STIR/SHAKEN Order");

C. The Parties, each without waiving any rights or arguments it may have with respect to whether an amendment is required to effectuate the FCC STIR/SHAKEN Orders under the terms of the Agreement, wish to amend the Agreement as set forth in this Amendment; and

**AGREEMENT**

In consideration of the mutual promises contained in this Amendment, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

1. The Agreement is amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement or a Frontier Tariff.
2. Prohibited Traffic
  - 2.1 The Services provided under this Agreement shall not knowingly be used for any traffic which reasonably appears to be in violation of applicable laws, rules or regulations or that furthers an illegal purpose ("Prohibited Traffic").

- 2.2 If a Party reasonably believes that the other Party is knowingly transmitting Prohibited Traffic using any Service provided under this Agreement, that Party may notify the other Party. Upon notification, the Parties agree to cooperate to determine whether the traffic is Prohibited Traffic. Either Party may also initiate a dispute under the Resolution of Disputes provisions of the Agreement.
- 2.3 Parties agree that if either Party receives a request for information about traffic sent to a Party by the other Party which is reasonably believed to be Prohibited Traffic from an authorized traceback administrator, as authorized by US Telecom's Traceback Group, or its successor, or a Party, they will promptly respond to the authorized traceback request in good faith. The Parties agree to provide complete and accurate information in response to the authorized traceback request. The response shall identify the provider from which it accepted the traffic. Parties agree to provide this information to the authorized traceback administrator without requiring a subpoena.
3. Miscellaneous Provisions
- 3.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.
- 3.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 3.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 3.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 3.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 3.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Frontier and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.

- 3.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 3.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.

**[SIGNATURE PAGE FOLLOWS]**

**SIGNATURE PAGE**

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

**ONVOY, LLC**

**FRONTIER**

By: *Kyle V. Bertrand*  
Kyle V. Bertrand (May 10, 2021 15:25 EDT)

By: *Roderick Cameron*  
Roderick Cameron (May 10, 2021 15:58 EDT)

Printed: Kyle V. Bertrand

Printed: Roderick Cameron

Title: VP – Procurement M

Title: VP, Carrier Services

Date: May 10, 2021

Date: May 10, 2021

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

Frontier Legal Entity	Onvoy Legal Entity	State	Effective Date	Amd No.
Frontier Communications of the South, LLC	Onvoy, LLC	AL	6/15/2018	2
Citizens Utilities Rural Company, Inc. Citizens Telecommunications Company of the White Mountains, Inc.	Onvoy, LLC	AZ	6/15/2018	2
Frontier Communications of the Southwest Inc.	Onvoy, LLC	AZ	4/15/2018	1
Navajo Communications Co., Inc.	Onvoy, LLC	AZ	6/15/2018	1
The Southern New England Telephone Company d/b/a Frontier Communications of Connecticut	Onvoy, LLC	CT	6/15/2018	1
Frontier Communications of the South, LLC	Onvoy, LLC	FL	6/15/2018	1
Frontier Florida LLC	Onvoy, LLC	FL	7/9/2014	1
Frontier Communications of Georgia LLC	Onvoy, LLC	GA	6/15/2018	1
Frontier Communications of Iowa, LLC	Onvoy, LLC	IA	6/15/2018	1
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. Frontier Communications - Midland, Inc. Frontier Communications - Prairie, Inc. Frontier Communications - Schuyler, Inc.	Onvoy, LLC	IL	1/15/2018	2
Frontier North Inc. Frontier Communications of the Carolinas LLC	Onvoy, LLC	IL	1/15/2018	1
Frontier Communications of Indiana LLC Frontier Communications of Thorntown LLC	Onvoy, LLC	IN	6/15/2018	1
Frontier Midstates Inc. Frontier North Inc.	Onvoy, LLC	IN	4/15/2018	2
Frontier Communications of Michigan, Inc.	Onvoy, LLC	MI	6/15/2018	1
Frontier Midstates Inc. Frontier North Inc.	Onvoy, LLC	MI	4/15/2018	1
Citizens Telecommunications Company of Minnesota, LLC	Onvoy, LLC	MN	6/15/2018	1
Frontier Communications of Minnesota, Inc.	Onvoy, LLC	MN	6/15/2018	1
Frontier Communications of Mississippi LLC	Onvoy, LLC	MS	7/15/2018	1
Frontier Communications of the Carolinas LLC	Onvoy, LLC	NC	4/15/2018	1
Citizens Telecommunications Company of Nebraska	Onvoy, LLC	NE	6/30/2018	1
Navajo Communications Co., Inc.	Onvoy, LLC	NM	6/30/2018	1
Citizens Telecommunications Company of Nevada	Onvoy, LLC	NV	6/15/2018	1
Frontier Communications of the Southwest Inc.	Onvoy, LLC	NV	4/15/2018	1

<b>Frontier Legal Entity</b>	<b>Onvoy Legal Entity</b>	<b>State</b>	<b>Effective Date</b>	<b>Amd No.</b>
Citizens Telecommunications Company of New York, Inc. Frontier Communications of Ausable Valley Inc. Frontier Communications of New York, Inc. Frontier Communications of Seneca Gorham, Inc. Frontier Communications of Sylvan Lake, Inc. Frontier Telephone of Rochester, Inc. Ogden Telephone Company	Onvoy, LLC	NY	4/15/2018	2
Frontier North Inc.	Onvoy, LLC	OH	4/15/2018	1
Commonwealth Telephone Company LLC	Onvoy, LLC	PA	6/30/2018	1
Citizens Telecommunications Company of New York, Inc. Frontier Communications of Breezewood, LLC Frontier Communications of Canton, LLC Frontier Communications of Lakewood, LLC Frontier Communications of Oswayo River LLC Frontier Communications of Pennsylvania, LLC	Onvoy, LLC	PA	6/30/2018	1
Frontier Communications of the Carolinas LLC	Onvoy, LLC	SC	4/15/2018	1
Citizens Telecommunications Company of Tennessee LLC d/b/a Frontier Communications of Tennessee LLC	Onvoy, LLC	TN	9/3/2018	2
Frontier Southwest Incorporated	Onvoy, LLC	TX	4/15/2018	1
Citizens Telecommunications Company of Utah	Onvoy, LLC	UT	6/30/2018	1
Navajo Communications Co., Inc.	Onvoy, LLC	UT	6/30/2018	1
Citizens Telecommunications Company of Illinois Frontier Communications of Wisconsin, LLC	Onvoy, LLC	WI	6/15/2018	2
Frontier North Inc.	Onvoy, LLC	WI	4/15/2018	1
Citizens Telecommunications Company of West Virginia	Onvoy, LLC	WV	6/15/2018	1
Frontier West Virginia Inc.	Onvoy, LLC	WV	4/15/2018	2