



21 West Ave., Spencerport, NY 14559
Frontier.com

September 28, 2022

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 Navajo Communications Company, Inc. and Onvoy, LLC

Dear Mr. Widerburg:

Navajo Communications Company, Inc. d/b/a Frontier Navajo Communications Company, and Onvoy, LLC hereby submit for approval the enclosed "Amendment to the Agreement for Local Interconnection" signed by Navajo Communications Company, Inc., on September 27, 2022 (the "Amendment to the Agreement"), which provides Local Interconnection to resell certain Local Interconnection that Navajo Communications Company, Inc., 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.

Navajo Communications Company, Inc., 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 Navajo Communications Company, Inc., 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.

Sincerely,

Leslie Zink
Sr. Manager, Pricing & Tariffs

CERTIFICATE OF SERVICE

I hereby certify that on this 28th day of September 2022, a true copy of the foregoing filing was sent via email to the following:

Gary Widerburg, PSC of Utah

psc@utah.gov

Respectfully submitted,



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

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

This Amendment (this "Amendment") deemed effective on September 30, 2022 (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 ("CLEC") affiliates (individually and collectively "Onvoy"). Frontier and Onvoy may be referred to individually as a "Party" and collectively as the "Parties." Exhibit A hereto lists, to the best of the Parties' knowledge, the Interconnection Agreements in effect as of the Effective Date. The term "affiliates," as used in this Amendment, shall have the same meaning as set forth in the Interconnection Agreements. 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 Onvoy, whether as original parties or as a result of Onvoy's adoption of an agreement pursuant to 252(i) of the Communications Act of 1934 as amended (the "Act"), are Parties to Interconnection Agreements under Section 251 and 252 of the Act; and

AGREEMENT

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 Agreements are 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.

- 1.1 Add the following term to Section 2, Definitions in the Glossary attachment:

2.135 Underlying Rights.

Any deed, lease, easement, right-of-way ("ROW") agreement, conduit and other use agreement, license, franchise, permit, notice, grant and other approval, or any approvals that may be required by any third party or federal, state or local governmental authorities, including any documents necessary for compliance with Federal Communications Commission ("FCC") requirements, National Environmental Policy Act ("NEPA") requirements, environmental assessments, State Historic Preservation Office ("SHPO")/tribal approvals and any consents or approvals required under any exceptions to title for a subject property that are necessary for the construction, installation, operation, maintenance, and repair of

a product or service or any component of a product or service, granting Frontier the rights, titles and interests to use real property of any third party for the purpose of establishing a product or service or any component of a product or service.

- 1.2 Rates and Charges for Collocation as set out in Appendix A to the Pricing Attachment.

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. 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.
- 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.

[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 (Sep 26, 2022 16:09 EDT)

By: *Roderick Cameron*
Roderick Cameron (Sep 27, 2022 06:40 EDT)

Printed: Kyle V. Bertrand

Printed: Roderick Cameron

Title: VP – Procurement Mktg

Title: VP, Carrier Services

Date: Sep 26, 2022

Date: Sep 27, 2022

Exhibit A
Interconnection Agreements

| Frontier Legal Entity | Onvoy Legal Entity | State | Effective Date | Amd No. |
|--|-------------------------------|--------------|---------------------------|--------------------|
| Citizens Telecommunications Company of Utah | Onvoy, LLC | UT | 6/30/2018 | 2 |
| Navajo Communications Co., Inc. | Onvoy, LLC | UT | 6/30/2018 | 2 |

APPENDIX A TO THE PRICING ATTACHMENT

I. Rates and Charges for Collocation

Citizens Telecommunications Company of Utah

See FCC Tariff 1, Section 20.1.9, Rate Group #1, Expanded Interconnection Services

Navajo Communications Co., Inc.

See FCC Tariff 1, Section 20.2.9, Rate Group #2, Expanded Interconnection Services

*Frontier may increase AC and DC Power rates no more than once each calendar year by the greater of (a) the increase in the Consumer Price Index – All Urban Consumers (CPI-U) issued in December of the previous year (any such adjustment will reflect any increase, but not any decrease, in the CPI-U for the previous 12 months); or (b) three percent (3%). In addition, if Frontier's costs are increased due to Underlying Rights, Frontier shall have the right to charge and receive payment from Onvoy for Onvoy's pro rata share of such increase.

Frontier will provide Onvoy with thirty (30) days' written notice (which may be in the form of an Industry Notification) of any power pricing increase.