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Frontier.com

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January 2, 2025

Mr. Adam Teitzman, Director
Office of Commission Clerk
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: Approval of an Amendment to an Interconnection Agreement between Frontier Florida, LLC and Peerless Network of Florida, LLC.

Dear Mr. Teitzman:

Please find attached for filing and approval Amendment 2 to the Interconnection Agreement between Frontier Florida, LLC and Peerless Network of Florida, LLC.

If you have any questions regarding this filing, please contact me at 570-631-6269 or theresa.moffitt@ftr.com.

Sincerely,

Theresa Moffitt
Interconnection Manager

Attachment

**AMENDMENT
TO THE
INTERCONNECTION AGREEMENTS**

This Amendment ("Amendment"), effective as of June 20, 2024 ("Amendment Effective Date") amends each of the Interconnection Agreements (each, Agreement; collectively, Agreements") by and between each of the Frontier incumbent local exchange carriers ("ILEC") affiliates (individually and collectively "Frontier" or the "Frontier Parties") and each of the Peerless Network Inc. competitive local exchange carrier ("CLEC") affiliates ("individually and collectively "Peerless" or the "Peerless Parties"). Frontier and Peerless 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 A.

WITNESSETH:

WHEREAS, Frontier and Peerless are Parties to Interconnection Agreements under Sections 251-252 of the Communications Act of 1934, as amended (the "Act"), effective on the dates listed in Exhibit A (the "Agreement"); and

WHEREAS, an Interconnected VoIP Provider has requested local number portability from Frontier where Peerless is the network provider for that Interconnected VoIP Provider; and

WHEREAS, Frontier is required to provide local number portability to Interconnected VoIP Providers in accordance with FCC 15-70A1, the Local Number Portability Obligations;

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 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 Agreements (hereinafter referred to as the "Amended Agreements") notwithstanding any other term or condition of the Amended Agreements or a Frontier Tariff.

- 1.1 The following language will be added to the Interconnection Attachment, Section 1:

- 1.1.1. Interconnected VoIP Provider. A provider authorized by the FCC to provide Interconnected VoIP service as defined by 47 CFR 9.3.

- 1.1.2. Interconnected VoIP Provider Traffic. Any traffic from an Interconnected VoIP Provider on a Peerless trunk group shall be considered Peerless traffic for the purposes of the Agreement.

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 Agreements 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 Agreements, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreements, or in the Agreements 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 Agreements.
- 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 Interconnection Agreements 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 Interconnection Agreements 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 Agreements, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreements.
- 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.

The Peerless Parties

By: Mijo Soldin
Mijo Soldin (Jun 24, 2024 11:37 CDT)

Printed: Mijo Soldin

Title: VP Telecom Strategy

Date: Jun 24, 2024

The Frontier Parties

By: Roderick Cameron
Roderick Cameron (Jul 10, 2024 13:38 EDT)

Printed: Roderick Cameron

Title: VP, Carrier Services

Date: Jul 10, 2024

EXHIBIT A
INTERCONNECTION AGREEMENTS

FRONTIER LEGAL ENTITY	PEERLESS LEGAL ENTITY	STATE	AGREEMENT EFFECTIVE DATE	AMENDMENT NUMBER
Citizens Utilities Rural Company Inc.	Peerless Network of Arizona LLC	AZ	11/1/2021	1
Frontier Florida LLC	Peerless Network of Florida LLC	FL	11/22/2013	2
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.	Peerless Network of Illinois, LLC	IL	10/17/2019	1
Frontier North Inc, Frontier Communications of the Carolinas, LLC	Peerless Network of Illinois, LLC	IL	10/17/2019	1
Frontier North Inc, Frontier Midstates, Inc.	Peerless Network of Michigan, LLC	MI	4/25/2018	1
Citizens Telecommunications Company of Minnesota, LLC, Frontier Communications of Minnesota, Inc	Peerless Network of Minnesota, LLC	MN	2/1/2010	1
Frontier Telephone of Rochester, Inc.	Peerless Network of New York, LLC	NY	3/27/2018	1
Citizens Telecommunications Company of Tennessee, LLC	Peerless Network of Tennessee, LLC	TN	8/15/2017	1
Frontier Southwest Incorporated	Peerless Network of Texas, LLC	TX	4/24/2009	2