



RECEIVED
2020 March 27, PM2:01
IDAHO PUBLIC
UTILITIES COMMISSION

Shannon Lipp
Legal Assistant
Frontier Communications
1800 41st St., Suite N-100
Everett, WA 98203
(425) 261-1023
shannon.lipp@ftr.com

March 27, 2020

VZN-T-20-01
VIA ELECTRONIC FILING

Diane M. Hanian
Commission Secretary
Idaho Public Utilities Commission
11331 W Chinden Blvd., Bldg. 8, Ste. 201-A
Boise, ID 83714

Re: Amendment No. 2 to the Interconnection Agreement between Frontier Communications Northwest Inc. and Time Warner Cable Information Services (Idaho), LLC D/B/A Time Warner Cable

Dear Ms. Hanian,

Frontier Communications submits to the Idaho Public Utilities Commission the attached Amendment No. 2 to the Interconnection Agreement between Frontier Communications Northwest Inc. and Time Warner Cable Information Services (Idaho), LLC D/B/A Time Warner Cable.

Please acknowledge receipt of this filing.

Thank you for your attention. Questions concerning the attached may be directed to the undersigned.

Sincerely,

A handwritten signature in blue ink that reads "Shannon Lipp".

Shannon Lipp
Legal Assistant

Attachment

AMENDMENT NO. 2
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
FRONTIER COMMUNICATIONS NORTHWEST INC.

AND

TIME WARNER CABLE INFORMATION SERVICES (IDAHO), LLC D/B/A TIME WARNER CABLE

This Amendment No. 2 (this "Amendment") shall be deemed effective May 1, 2020 (the "Amendment Effective Date") by and between Frontier Communications Northwest Inc. ("Frontier"), a Washington corporation with principal place of business at 180 S. Clinton Avenue, Rochester, NY 14646, and Time Warner Cable Information Services (Idaho), LLC d/b/a Time Warner Cable ("TWCIS"), a limited liability company organized under the laws of the State of Delaware, with offices at 12405 Powerscourt Drive, St. Louis, Missouri 63131. Frontier and TWCIS may be hereinafter referred to individually as a "Party" and collectively as the "Parties". This Amendment only covers the services addressed herein that Frontier provides in its operating territory in the state of Idaho.

WITNESSETH:

WHEREAS, Frontier and TWCIS are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended dated May 1, 2011 (the "Agreement");

NOW. THEREFORE, in consideration of the mutual promises contained herein, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

1. **Amendment to Agreement**. The Agreement is amended to incorporate the terms and Conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other term or condition of the Amended Agreement, a Frontier Tariff or a Frontier Statement of Generally Available Terms and Conditions ("SGAT").

2. **Miscellaneous Provisions**
 - 2.1 **Conflict Between this Amendment and the Agreement**. This Amendment shall be deemed to revise the terms and conditions of the Agreement to the extent

necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
 - 2.3 Counterparts. This Amendment may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
 - 2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
 - 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent expressly set forth in this Amendment, the terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date.
 - 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by TWCIS and that, accordingly, in the event of ambiguities in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.
 - 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
 - 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
3. Term of Agreement. The Term of the Amended Agreement is extended through the date that is thirty-six (36) months after the Amendment Effective Date. During the extended

Term, notwithstanding any other provision of the Agreement to the contrary, Frontier may not terminate the Amended Agreement except for default or following receipt of a notice from TWCIS pursuant to Section 13 of the Agreement.

4. Local Number Portability. For a period of not less than twenty-four (24) months after the Amendment Effective Date Frontier shall process and complete Local Number Portability (“LNP”) so as to, at a minimum, meet Commission and FCC LNP requirements, and with at least the same level of quality and intervals as Frontier did prior to the Amendment Effective Date.
5. OSS/BSS.
 - 5.1 Change Management Process. For a period of not less than twenty-four (24) months after the Amendment Effective Date Frontier shall continue to adhere to its existing wholesale operations OSS Interface Change Management Process (version 10/24/2017) (“Change Management Process”).
 - 5.2 Replicated OSS/BSS. For a period of not less than twenty-four (24) months after the Amendment Effective Date Frontier shall use its replicated OSS/BSS, maintaining at least the same intervals, quality of service, accuracy and flow-through, including for local service requests associated with LNP and directory listings, and for access service requests and design layout records associated with interconnection facilities, including trunks and DS-1 (and higher capacity) facilities as was maintained by Frontier prior to the Amendment Effective Date, subject to any changes made pursuant to the Change Management Process.
 - 5.3 Changes to Virtual Front Office. For a period of not less than twenty-four (24) months after the Amendment Effective Date Frontier shall provide TWCIS and the Commission with at least 180 days’ written notice, or such longer time period as required under the Change Management Process, of its intent to transition to a new Virtual Front Office (“VFO”), provided that no such change to the VFO shall become effective until after the expiration of the 24 month period after the Amendment Effective Date.
6. Wholesale Services. For a period of not less than twenty-four (24) months after the Amendment Effective Date Frontier shall maintain updated escalation procedures, contact lists and account manager information and will identify and assign a single point of contact to TWCIS to address interconnection agreement, systems and/or other issues.

[Signatures on next page]

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

**Time Warner Cable Information Services
(Idaho), LLC d/b/a Time Warner Cable
By Charter Communications, Inc., its
Manager**

Frontier Communications Northwest Inc.

By: _____

Name: Michael L. Scanlon

Title: Vice President, Circuit Operations

By: _____

Name: Stephen LeVan

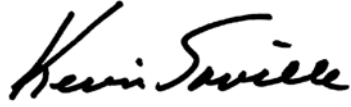
Title: SVP, Carrier Sales and Service

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

**Time Warner Cable Information Services
(Idaho), LLC d/b/a Time Warner Cable
By Charter Communications, Inc., its
Manager**

Frontier Communications Northwest Inc.

By: _____

By: 

Name: Michael L. Scanlon

Name: Kevin Saville

Title: Vice President, Circuit Operations

Title: Sr. Vice President & General Counsel