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February 8, 2018

FILED 2/8/2018
DOCUMENT NO. 01058-2018
FPSC - COMMISSION CLERK

Carlotta S. Stauffer, Director
Florida Public Service Commission
2540 Shumard Oak Blvd.
Tallahassee, FL 32399-0850

RE: Interconnection Agreement between Frontier Florida, LLC and Southern Light, LLC

Dear Ms. Stauffer:

Frontier Florida, LLC (“Frontier”) and Southern Light, LLC (“Southern Light”), is seeking approval to adopt the terms of the Interconnection Agreement between TampaBay DSL Inc. d/b/a PBX-Change (“PBX-Change”) and Frontier that was approved by the Florida Public Service Commission under docket 20160249-TP dated March 29, 2017.

Frontier respectfully requests that the Commission approve the attached Interconnection Agreement and that Frontier be granted all other relief proper under the circumstances.

If you have any questions, or require additional information, please do not hesitate to contact me at 304-325-1688.

Sincerely,

s/Angela McCall

Angela McCall
Manager – Government & External Affairs

Enclosure – ICA Adoption – Southern Light, LLC



Michael Daniel
SVP, Carrier Services
20575 NW Von Neumann Dr.
Ste. 150
Beaverton, OR 97006

January 22, 2018

Andy Newton, President, Infrastructure and Operations
Southern Light, LLC
107 Saint Francis Street, Suite 1800
Mobile, AL 36602

Re: Requested Adoption Under Section 252(i) of the Communications Act

Dear Mr. Newton,

Frontier Florida LLC ("Frontier"), a Florida limited liability company, with principal place of business at 401 Merritt 7, Norwalk, CT 06851 has received correspondence stating that Southern Light, LLC ("Southern Light"), an Alabama limited liability company, with principal place of business at 107 Saint Francis Street, Suite 1800, Mobile, AL 36602, wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between TampaBay DSL Inc. d/b/a PBX-Change ("PBX-Change") and Frontier that was approved by the Florida Public Service Commission (the "Commission") as an effective agreement in the State of Florida in Docket 20160249 as such agreement exists on the date hereof, after giving effect to operation of law (the "Terms"). I understand Southern Light has a copy of the Terms. Please note the following with respect to Southern Light's adoption of the Terms.

1. By Southern Light's countersignature on this letter, Southern Light hereby represents and agrees to the following seven points:

A. Southern Light adopts (and agrees to be bound by) the Terms, and, in applying the Terms, agrees that Southern Light shall be substituted in place of Woodstock Telephone Company and PBX-Change in the Terms wherever appropriate.

B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Frontier (i) that no longer applies to Frontier under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.

C. Notice to Southern Light and Frontier as may be required or permitted under the Terms shall be provided as follows:

To Southern Light, LLC:

Jeffrey Strenkowski, VP, Deputy General Counsel of Government Affairs
Southern Light, LLC
10802 Executive Center Drive, Benton Bldg.
Suite 300
Little Rock, AR 72211
Telephone Number: 301-774-0461
Facsimile Number: 501-537-0769
Email Address: Jeffrey.strenkowski@uniti.com

To Frontier:

Frontier Communications
Contract Management
7979 N. Belt Line Road, S1C74
Irving, TX 75063
Email Address: contract.management@ftr.com

with a copy to:

Frontier Communications
Legal Department – Interconnection
401 Merritt 7
Norwalk, CT 06851

D. Southern Light represents and warrants that it is a certified provider of local telecommunications service in the State of Florida, and that its adoption of the Terms will cover services in Frontier's service territory in Frontier Florida LLC for the State of Florida only.

E. In the event an interconnection agreement between Frontier and Southern Light is currently in effect in the State of Florida (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.

F. Southern Light's adoption of the Terms shall be deemed effective upon commission approval of this adoption.

2. As the Terms are being adopted by Southern Light pursuant to Section 252(i) of the Act, Frontier does not provide the Terms to you as either a voluntary or negotiated

agreement. The filing and performance by by Frontier of the Terms does not in any way constitute a waiver by Frontier of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Frontier of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in the Terms as a result of Southern Light's adoption of the Terms.

3. Nothing herein shall be construed as or is intended to be a concession or admission by Frontier that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Frontier expressly reserves its full right to assert and pursue claims arising from or related to the Terms.

4. Frontier reserves the right to deny Southern Light's application of the Terms, in whole or in part, at any time:

A. when the costs of providing the Terms to Southern Light are greater than the costs of providing them to PBX-Change;

B. if the provision of the Terms to Southern Light is not technically feasible; and/or

C. to the extent that Frontier otherwise is not required to make the Terms available to Southern Light under applicable law.

5. For the avoidance of any doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Frontier has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Frontier's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 and in the Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 99-68, (adopted November 5, 2008) ("FCC Internet Orders"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act. Any compensation to be paid for Internet traffic will be handled pursuant to the terms of the FCC Internet Orders, not pursuant to adoption of the Terms. Moreover, in light of the FCC Internet Orders, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act. In fact, the FCC Internet Orders made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.

6. Should Southern Light attempt to apply the Terms in a manner that conflicts with Paragraphs Two through Paragraphs Five above, Frontier reserves its rights to seek appropriate legal and/or equitable relief.

7. In the event that a voluntary or involuntary petition has been or is in the future filed against Southern Light under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension

of debt (any such proceeding, an “Insolvency Proceeding”), then: (A) all rights of Frontier under such laws, including, without limitation, all rights of Frontier under 11 U.S.C. § 366, shall be preserved, and Southern Light’s adoption of the Terms shall in no way impair such rights of Frontier; and (B) all rights of Southern Light resulting from Southern Light’s adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Frontier pursuant to 11 U.S.C. § 366.

SIGNATURE PAGE

Please arrange for a duly authorized representative of Southern Light to sign this letter in the space provided below and return it to Frontier.

Sincerely,

Frontier Florida LLC



Michael Daniel
SVP, Carrier Services

2-2-18

(DATE)

Reviewed and countersigned as to Paragraphs 1 through 7:

Southern Light, LLC



Andy Newton
President, Infrastructure and Operations

1-25-18

(DATE)