

**AGREEMENT FOR  
LOCAL INTERCONNECTION**

**between**

**Frontier Telephone of Rochester, Inc.**

**and**

**Peerless Network of New York, LLC**

## **AGREEMENT FOR LOCAL INTERCONNECTION**

This Agreement For Local Interconnection ("Agreement") made this 27<sup>th</sup> day of March, 2018, is by and between Frontier Telephone of Rochester, Inc., a New York corporation, having its principal place of business at 401 Merritt 7, Norwalk, CT 06851 ("Frontier") and Peerless Network of New York, LLC, a New York limited liability company, having its principal place of business at 222 South Riverside Plaza, Suite 2730, Chicago, IL 60606 ("Carrier"). Frontier and Carrier may also be referred to herein singularly as a "Party" or collectively as "the Parties".

### **SECTION 1. RECITALS AND PRINCIPLES**

Frontier is a telecommunications company authorized to provide telecommunications services in the State of New York; and

Carrier is a telecommunications company authorized by the Commission to provide local exchange telecommunications services in the State of New York; and

The Parties have in good faith negotiated, and agreed on local Interconnection terms and conditions as set forth below; and

In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Carrier and Frontier hereby covenant and agree as follows:

### **SECTION 2. GENERAL DEFINITIONS**

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

2.1. Access Service is a service that connects interexchange carriers to their End Users located within a local access and transport area (LATA). Access service is used in originating and terminating intraLATA/interLATA toll telecommunications.

2.2. Access Service Request (ASR) means the industry standard forms and supporting documentation used for ordering Access Services. The ASR will be used to identify the specific trunking and facilities request for Interconnection.

2.3. Act means the Telecommunications Act of 1934, as amended from time to time.

2.4. Automatic Number Identification (ANI) refers to the number transmitted through the network identifying the calling party.

2.5. CLLI Codes means Common Language Location Identifier Codes

2.6. Commission means the governing state regulatory commission, board or authority (PSC, PUC, etc.).

2.7. Competitive Local Exchange Carrier (CLEC) means a telephone company certified by the Commission, for Frontier's franchised area, to provide local exchange service within Frontier's franchised area, and which has a Local Exchange Carrier Tariff approved by the Commission.

rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in the Dispute Resolution Section of this Agreement.

10.3 The Parties acknowledge that terms of this Agreement were established pursuant to FCC and Commission orders. Nothing in this Agreement shall be deemed an admission by the Parties regarding the interpretation or effect of these rules or orders or an admission by either party that the existing rules or order shall not be changed, vacated dismissed or modified.

10.4 The Parties jointly agree to cooperate in the filing of this Interconnection Agreement and share equally the expenses associated with obtaining Commission approval.

#### **SECTION 11. ENTIRE AGREEMENT**

This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party will be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

#### **SECTION 12. TERM OF AGREEMENT**

12.1 This Agreement will become effective upon the first business day following the date this Agreement has been approved by the Commission and will continue for a period of one (1) year unless terminated earlier under the conditions set forth herein. This Agreement will be automatically renewed for successive periods of six (6) months after the initial term unless either Party provides the other Party with no less than ninety (90) day's prior, written notification of, in the case of Frontier, its intent to terminate this Agreement, or, in the case of either Party, its desire to renegotiate at the end of the initial or any successive period. If Carrier does not respond to Frontier's written notification of the intent to terminate the Agreement prior to the expiration of the Agreement term, the Agreement will terminate and not renew at the end of the Agreement term. Either Party may send a request to renegotiate this Agreement upon its termination and the Parties intend that the negotiation and arbitration processes of the Act will be applicable to such a request. The date of the notice to negotiate a successor agreement will be the starting point for the negotiation window under Section 252 of the Act. The Parties intend that a renegotiated or arbitrated Agreement will be effective as of the date of termination of this Agreement and any new negotiated or arbitrated rates will be subject to true-up as of the termination date of this Agreement.

12.2 Upon termination or expiration of this Agreement each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

12.3 Termination upon Ordering and Implementation Inactivity. Notwithstanding anything to the contrary contained herein, Frontier may terminate this Agreement in the event Carrier has not (a) placed any initial orders for any of the services to be provided pursuant to this Agreement and (b) implemented any said services to Carrier customers within one (1) year from the Effective Date of this Agreement.

#### **SECTION 13. INSURANCE**

13.1 Carrier will carry or cause to be carried the following insurance coverage which will be paid for and maintained at all times during the term of this Agreement. Such coverage will be provided through an insurance provider with an A.M. Best financial rating of "A" or better. Frontier shall be named as an additional insured on all applicable policies as specified below except for Workers' Compensation.

The Parties have caused this Local Interconnection Agreement to be executed on their behalf on the dates set forth below.

**Peerless Network of New York, LLC**

DocuSigned by:  
By: Scott Kell  
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Typed: Scott Kell  
Title: EVP of Operations  
Date: 3/20/2018

**Frontier Telephone of Rochester, Inc.**

By: Michael L. Daniel  
Typed: Michael Daniel  
Title: SVP Carrier Sales & Service  
Date: 3-27-18