

**The Public Utilities Commission of Ohio**  
**TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS**  
(Effective: 01/18/2008)

In the Matter of the Application of Frontier North Inc. )  
for Approval of an Agreement of Adoption with MCC )  
Telephony of the Midwest, LLC Pursuant to Section 252 of )  
the Telecommunications Act of 1996 )

TRF Docket No. 90-\_\_\_\_\_

Case No. 10 - 2983 - **TP** - NAG

NOTE: Unless you have reserved a Case # or are filing a Contract, leave the "Case No" fields BLANK.

Name of Registrant(s) Frontier North Inc.

DBA(s) of Registrant(s) \_\_\_\_\_

Address of Registrant(s) 180 South Clinton Avenue, Rochester, NY 14646

Company Web Address \_\_\_\_\_

Regulatory Contact Person(s) Carolyn S. Flahive Phone 614-469-3294 Fax 614-469-3361

Regulatory Contact Person's Email Address Carolyn.Flahive@ThompsonHine.com

Contact Person for Annual Report Rachel Winder Phone 614-224-4830

Address (if different from above) 17 S. High Street, Columbus, Ohio 43215

Consumer Contact Information Rachel Winder Phone 614-224-4830

Address (if different from above) \_\_\_\_\_

Motion for protective order included with filing? ☐ Yes ☒ No

Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note: Waivers may toll any automatic timeframe.]

**Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.**

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at [www.puco.ohio.gov](http://www.puco.ohio.gov) under the docketing information system section, by calling the docketing division at 614-466-4095, or by visiting the docketing division at the offices of the Commission.

<b>Carrier Type</b> <input type="checkbox"/> Other (explain below)	<input checked="" type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS/IOS
<b>Tier 1 Regulatory Treatment</b>				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area, correction of textual error	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
<b>Tier 2 Regulatory Treatment</b>				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

## Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name (See below)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership (See below)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger (See below)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate (See below)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business (See below)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
<b>Procedural</b>				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

## Section II – Carrier to Carrier (Pursuant to 4901:1-7), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input checked="" type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)		
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)	<input type="checkbox"/> UNC 1-7-04 or 1-7-05 (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	<input type="checkbox"/> UNC 1-7-05 (Non-Auto)		
<b>CMRS Providers</b> See 4901:1-6-15		<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)	<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)	
<b>Other*</b> (explain) _____				

\*NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.

All Section I and II applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-14 Filing Requirements on the Commission's Web Page for a complete list of exhibits.

Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
B	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
C	A short description of the nature of the change(s), the intent of the change(s), and the customers affected.
D	A copy of the notice provided to customers, along with an affidavit that the notice was provided according to the applicable rule(s).

### Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

#### AFFIDAVIT

##### *Compliance with Commission Rules and Service Standards*

I am an officer/agent of the applicant corporation, \_\_\_\_\_, and am authorized to make this statement on its behalf.  
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, as modified and clarified from time to time, supersede any contradictory provisions in our tariff. We will fully comply with the rules of the state of Ohio and understand that noncompliance can result in various penalties, including the suspension of our certificate to operate within the state of Ohio.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) \_\_\_\_\_ at (Location) \_\_\_\_\_

\*(Signature and Title) \_\_\_\_\_

(Date) \_\_\_\_\_

- *This affidavit is required for every tariff-affecting filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.*

#### VERIFICATION

I, Carolyn S. Flahive

verify that I have utilized the Telecommunications Application Form for Routine Proceedings provided by the Commission and that all of the information submitted here, and all additional information submitted in connection with this case, is true and correct to the best of my knowledge.

\*(Signature and Title)/s/ Carolyn S. Flahive

(Date) December 10, 2010

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\*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the applicant.  
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***Send your completed Application Form, including all required attachments as well as the required number of copies, to:***

**Public Utilities Commission of Ohio  
Attention: Docketing Division  
180 East Broad Street, Columbus, OH 43215-3793**

***Or***

***Make such filing electronically as directed in Case No 06-900-AU-WVR***

BEFORE  
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Frontier North Inc.     )	
for Approval of an Agreement of Adoption with MCC     )	Case No. 10-2983-TP-NAG
Telephony of the Midwest, LLC Pursuant to Section 252 of )	
the Telecommunications Act of 1996                             )	

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APPLICATION FOR APPROVAL OF AN AGREEMENT OF ADOPTION  
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

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Frontier North Inc. ("Frontier") hereby files the attached agreement, effective upon filing with the Commission and subject to the approval of the Commission ("the Agreement"), between Frontier and MCC Telephony of the Midwest, LLC ("MCC") (together, "the Parties") for review and approval by the Commission pursuant to the provisions of Section 252(e) of the Telecommunications Act of 1996, Pub. L. No. 104-104, 110 Stat. 56 (1996) (codified at 47 U.S.C. 151 et. seq.) ("the Act").

The Agreement is filed pursuant to the procedures set forth in Section 252(e) of the Act. Under Sections 252(e)(1) and (2), the Commission must approve the Agreement unless the Agreement or a portion thereof "... discriminates against a telecommunications carrier not a party to the agreement" or "... implementation of such agreement or portion is not consistent with the public interest, convenience, and necessity." The Agreement does not discriminate against other telecommunications carriers. The Agreement is in the public interest, convenience and necessity because it sets forth terms and conditions under which the Parties agree to interconnect their networks.

In accordance with Section 252(e)(4) of the Act, the Agreement will be deemed approved if the Commission does not act to approve or reject the Agreement within 90 days from the date of this Application.

WHEREFORE, Frontier North Inc. requests that the Commission approve the Agreement.

Respectfully submitted,

FRONTIER NORTH INC.

By: /s/ Carolyn S. Flahive

Carolyn S. Flahive (0072404)

THOMPSON HINE LLP

41 South High Street

Suite 1700

Columbus, Ohio 43215-6101

Telephone: 614-469-3200

Fax: 614-469-3361

Its Attorney



**Stephen LeVan**  
Sr.VP – Carrier Sales & Services  
137 Harrison Street  
Gloversville, NY 12078-4815  
[Contracts.NorthCentral@FTR.com](mailto:Contracts.NorthCentral@FTR.com)

October 18, 2010

Daniel P. Templin  
Group Vice President, Strategic Marketing & Product Development  
MCC Telephony of the Midwest, LLC.  
100 Crystal Run Road  
Middletown, NY 10941

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

Dear Mr. Templin:

Frontier North Inc. ("Frontier"), a Delaware corporation, with principal place of business at 180 S. Clinton Avenue, Rochester, NY, 14646, has received correspondence stating that MCC Telephony of the Midwest, LLC. ("MCC"), a Limited Liability Company, with principal place of business at 100 Crystal Run Rd., Middletown, NY 10941, wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between Cincinnati Bell Any Distance, LLC ("CBAD") and Frontier that was approved by the Public Utilities Commission of Ohio (the "Commission") as an effective agreement in the State of Ohio in Docket Number 10-0186-TP-NAG as such agreement exists on the date hereof (including, without limitation, Amendment 1 thereto), after giving effect to operation of law (the "Terms"). I understand MCC has a copy of the Terms. Please note the following with respect to MCC's adoption of the Terms.

1. By MCC's countersignature on this letter, MCC hereby represents and agrees to the following seven points:
  - A. MCC adopts (and agrees to be bound by) the Terms, and, in applying the Terms, agrees that MCC shall be substituted in place of Cincinnati Bell Any Distance, LLC and CBAD 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 MCC and Frontier as may be required or permitted under the Terms shall be provided as follows:

To MCC Telephony of the Midwest, LLC:

Anne Sokolin-Maimon  
Vice President, Regulatory Affairs  
100 Crystal Run Road  
Middletown, NY 10941  
Telephone Number: 845.695.2610  
Facsimile Number: 845.695.2669  
Internet Address: [amaimon@mediacomcc.com](mailto:amaimon@mediacomcc.com)

With a copy to:

MCC Telephony of Missouri, LLC.  
Attn: Legal Department  
100 Crystal Run Road  
Middletown, NY 10941  
Telephone Number: 845.695.2600  
Facsimile Number: 845.695.2669

To Frontier:

Frontier Communications  
Attn: Director, Carrier Services  
180 S. Clinton Avenue  
Rochester, NY 14646

with a copy to:

Frontier Communications  
Attn: Associate General Counsel  
180 S. Clinton Avenue  
Rochester, NY 14646

- D. MCC represents and warrants that it is a certified provider of local telecommunications service in the State of OH, and that its adoption of the Terms will cover services in Frontier's service territory in **Frontier North Inc.** for the State of Ohio only.

- E. In the event an interconnection agreement between Frontier and MCC is currently in effect in the State of Ohio (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. Frontier's standard pricing schedule for interconnection agreements in the State of Ohio (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to MCC's adoption of the Terms; provided, however, that if the Terms memorialize acceptance of Frontier's offer of an optional reciprocal compensation rate plan for non-Internet traffic subject to Section 251(b)(5) pursuant to the industry letter described in footnote 2 of this Letter, then the optional reciprocal compensation rate plan in the Terms shall apply to this adoption instead of the reciprocal compensation rates set forth in Appendix A. MCC should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Frontier has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Frontier to provide the subject services and in no way waives Frontier's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.
- G. MCC's adoption of the Terms shall become effective on October 18, 2010. Frontier shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by MCC as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern MCC's adoption of the Terms. The adoption of the Terms is currently scheduled to expire on January 17, 2012.
2. As the Terms are being adopted by MCC 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 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 MCC'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 MCC's application of the Terms, in whole or in part, at any time:
  - A. when the costs of providing the Terms to MCC are greater than the costs of providing them to CBAD;
  - B. if the provision of the Terms to MCC is not technically feasible; and/or
  - C. to the extent that Frontier otherwise is not required to make the Terms available to MCC 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.<sup>1</sup> Accordingly, 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.<sup>2</sup> 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.<sup>3</sup> 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.<sup>4</sup> ]
6. Should MCC 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.

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<sup>1</sup> Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, remanded, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

<sup>2</sup> For your convenience, an industry letter distributed by Verizon explaining its plans to implement the FCC Internet Order can be viewed at [http://www22.verizon.com/wholesale/library/local/industryletters/1,,east-wholesale-resources-clec\\_01-05\\_21,00.html](http://www22.verizon.com/wholesale/library/local/industryletters/1,,east-wholesale-resources-clec_01-05_21,00.html).

<sup>3</sup> See, e.g., 47 C.F.R. Section 51.809(c).

<sup>4</sup> *FCC Internet Order* ¶ 82.

7. In the event that a voluntary or involuntary petition has been or is in the future filed against MCC 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 MCC's adoption of the Terms shall in no way impair such rights of Frontier; and (B) all rights of MCC resulting from MCC'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.

**[Remainder of page intentionally left blank]**

## **SIGNATURE PAGE**

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

MCC Telephony of the Midwest, LLC.

Frontier North Inc.

---

Daniel P. Templin  
Group Vice President,  
Strategic Marketing & Product Development

---

Stephen LeVan  
Sr. VP, Carrier Sales & Services

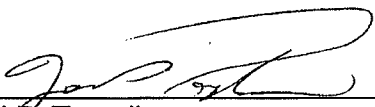

Attachment: Appendix A to the Pricing Attachment: Ohio

## SIGNATURE PAGE

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

MCC Telephony of the Midwest, LLC.

Frontier North Inc.

  
\_\_\_\_\_  
Daniel P. Templin  
Group Vice President,  
Strategic Marketing & Product Development  
\_\_\_\_\_  
Stephen LeVan  
Sr. VP, Carrier Sales & Services

Attachment: Appendix A to the Pricing Attachment: Ohio

## APPENDIX A TO THE PRICING ATTACHMENT<sup>1 2</sup>

(OHIO)  
v1.12

- I. **Rates and Charges for Transport and Termination of Traffic<sup>3</sup>**
- A. Reciprocal Compensation Traffic Termination
- Reciprocal Compensation Traffic End Office Rate: **\$0.0040000 ♦ per minute of use.**
- Reciprocal Compensation Traffic Tandem Rate: **\$0.0056723 ♦ per minute of use.**
- B. The Tandem Transit Traffic Service Charge is **\$0.0016013 ♦ per minute of use.**
- C. Entrance Facility and Transport for Interconnection Charges: **See Intrastate Special Access Tariff**
- D. Exchange Access Service: **Per Verizon interstate and/or Verizon intrastate access tariff**

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<sup>1</sup> This Appendix may contain rates for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like that Verizon is not required to provide under Section 251 of the Act). Notwithstanding any such rates (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

All rates and charges set forth in this Appendix shall apply until such time as they are replaced by new rates and/or charges as the Commission or the FCC may approve or allow to go into effect from time to time, subject however, to any stay or other order issued by any court of competent jurisdiction. In addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and CBAD shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the FCC's Order on Remand, *Unbundled Access to Network Elements; Review of the Section 251 Unbundling Obligations of Incumbent Local Exchange Carriers*, WC Docket No. 04-313, CC Docket No. 01-338 (FCC rel. Feb. 4, 2005) (the "TRRO"), the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise. In addition, as set forth in Industry Notices, access tariff and/or other applicable non-UNE rates may apply equivalent to the resale discount rate for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.

<sup>2</sup> Certain of the rates and charges set forth within, as indicated by a "diamond" (♦), are arbitrated rates taken from the previously arbitrated Interconnection, Resale and Unbundling Agreement between GTE and AT&T Communications, which was approved by the Commission in an Order dated December 24, 1996, in Docket No. 96-832-TP-ARB. Verizon has agreed to use and to incorporate herein such arbitrated rates subject to the following: The Parties expressly agree (1) that such arbitrated rates shall not be deemed to have been voluntarily negotiated by the Parties, and (2) that, for purposes of calculating Reciprocal Compensation Traffic, the arbitrated rates shall not apply to Internet Traffic, as set forth more fully in the Interconnection Attachment of this Agreement. The foregoing shall not, in any way, limit any other term, condition, limitation or reservation of right in the Agreement that applies to rates, including, but not limited to the Reservation of Rights language of the General Terms and Conditions. The Parties further agree that the Commission's Order in Docket No. 96-832-TP-ARB, to the extent such Order established the arbitrated rates, shall be deemed an "arbitration decision associated with this Agreement" under the General Terms and Conditions.

<sup>3</sup> All rates and charges specified herein are pertaining to the Interconnection Attachment.

## II. Services Available for Resale

The avoided cost discount for all Resale services when Verizon provides Operator Services/Directory Assistance (OS/DA) is 12.16%. The avoided cost discount for all Resale services when Verizon does not provide OS/DA is 16.41%.

### Non-Recurring Charges (NRCs) for Resale Services

#### Pre-ordering

CLEC Account Establishment Per CLEC	\$273.09
Customer Record Search Per Account	\$ 11.69

#### Ordering and Provisioning

Engineered Initial Service Order (ISO) - New Service	\$311.98
Engineered Initial Service Order - As Specified	\$123.84
Engineered Subsequent Service Order	\$ 59.61
Non-Engineered Initial Service Order - New Service	\$ 42.50
Non-Engineered Initial Service Order - Changeover	\$ 21.62
Non-Engineered Initial Service Order - As Specified	\$ 82.13
Non-Engineered Subsequent Service Order	\$ 19.55

Central Office Connect	\$ 12.21
Outside Facility Connect	\$ 68.30
Manual Ordering Charge	\$ 12.17

#### Product Specific:

NRCs, other than those for Pre-ordering, Ordering and Provisioning, and Custom Handling as listed in this Appendix, will be charged from the appropriate retail tariff. No discount applies to such NRCs.

#### Custom Handling

Service Order Expedite:	
Engineered	\$ 35.48
Non-Engineered	\$ 12.59

Coordinated Conversions:	
ISO	\$ 17.76
Central Office Connection	\$ 10.71
Outside Facility Connection	\$ 9.59

Hot Coordinated Conversion First Hour:	
ISO	\$ 30.55
Central Office Connection	\$ 42.83
Outside Facility Connection	\$ 38.34

Hot Coordinated Conversion per Additional Quarter Hour:	
ISO	\$ 4.88
Central Office Connection	\$ 9.43
Outside Facility Connection	\$ 8.37

## **Application of NRCs**

### **Pre-ordering:**

CLEC Account Establishment is a one-time charge applied the first time that CBAD orders any service from this Agreement.

Customer Record Search applies when CBAD requests a summary of the services currently subscribed to by the end-user.

### **Ordering and Provisioning:**

Engineered Initial Service Order - New Service applies per Local Service Request (LSR) when engineering work activity is required to complete the order, e.g. digital loops.

Non-Engineered Initial Service Order - New Service applies per LSR when no engineering work activity is required to complete the order, e.g. analog loops.

Initial Service Order - As Specified (Engineered or Non-Engineered) applies only to Complex Services for services migrating from Verizon to CBAD. Complex Services are services that require a data gathering form or have special instructions.

Non-Engineered Initial Service Order - Changeover applies only to Basic Services for services migrating from Verizon to CBAD. End-user service may remain the same or change.

Central Office Connect applies in addition to the ISO when physical installation is required at the central office.

Outside Facility Connect applies in addition to the ISO when incremental fieldwork is required.

Manual Ordering Charge applies to orders that require Verizon to manually enter CBAD's order into Verizon's Secure Integrated Gateway System (SIGS), e.g. faxed orders and orders sent via physical or electronic mail.

### **Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):**

Service Order Expedite (Engineered or Non-Engineered) applies if CBAD requests service prior to the standard due date intervals.

Coordinated Conversion applies if CBAD requests notification and coordination of service cut over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if CBAD requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

### III. Prices for Unbundled Network Elements<sup>4</sup>

#### Monthly Recurring Charges

##### Local Loop

2 Wire Analog Loop (inclusive of NID)	\$	15.73 ♦
4 Wire Analog Loop (inclusive of NID)	\$	48.00
2 Wire Digital Loop (inclusive of NID)	\$	15.73 ♦
4 Wire Digital Loop (inclusive of NID)	\$	48.00
DS-1 Loop	\$	160.31
DS-3 Loop	\$	797.86

##### Supplemental Features:

ISDN-BRI Line Loop Extender	\$	4.81
DS1 Clear Channel Capability	\$	24.00

##### Sub-Loop

2-Wire Distribution	\$	27.26
4-Wire Distribution	\$	49.44
2-Wire Drop	\$	4.18
4-Wire Drop	\$	4.45
Inside Wire		BFR

##### Network Interface Device (leased separately)

Basic NID:	\$	1.01
Complex (12 x) NID	\$	1.89

<sup>4</sup> For the avoidance of any doubt, in addition to any rates and charges set forth herein, Verizon, effective as of March 11, 2005, may, but shall not be required to, charge (and CBAD shall pay) any rates and charges that apply to a CLEC's embedded base of certain UNEs pursuant to the TRRO, the foregoing being without limitation of other rates and charges that may apply under subsequent FCC orders or otherwise; in addition, as set forth in Industry Notices, surcharges access tariff rates and/or other applicable non-UNE rates may apply for certain facilities and arrangements that are no longer available as unbundled network elements or combinations thereof.



**Dedicated Transport Facilities**

Interoffice Dedicated Transport		
IDT DS0 Transport Facility AVG	\$	0.15
IDT DS0 Transport Termination	\$	11.56
IDT DS1 Transport Facility AVG	\$	0.99 ♦
IDT DS1 Transport Termination	\$	29.52 ♦
IDT DS3 Transport Facility AVG	\$	24.92
IDT DS3 Transport Termination	\$	167.78
Multiplexing (Dedicated Transport)		
DS1 to Voice Multiplexing	\$	189.99 ♦
DS3 to DS1 Multiplexing	\$	287.53 ♦
DS1 Clear Channel Capability	\$	24.00

**Unbundled Dark Fiber**

Unbundled Dark Fiber Loops/ Dark Fiber Loop	\$	67.13
Unbundled Dark Fiber Dedicated Transport		
Dark Fiber IDT –Facility	\$	24.80
Dark Fiber IDT –Termination	\$	6.34
Intermediate Office Cross Connect		TBD

**EEL Pricing**

MRCs. The MRCs for an EEL will generally be equal to the applicable MRCs for UNEs and Multiplexing that comprise an EEL arrangement (e.g. UNE Loop, IDT, Multiplexing, & Clear Channel Capability).

## **Line Splitting (also referred to as “Loop Sharing”)<sup>5 6</sup>**

### **A. Unbundled Local Loops**

As Applicable per this Appendix A for UNE Local 2-Wire Digital (DSL qualified) Loops Monthly Recurring Charges and Non-Recurring Charges as amended from time to time. Includes, without limitation, Recurring 2-Wire Digital (DSL qualified) Loop Charges, Service Order Charge (per order), Service Connection Charge\* (per loop), Service Connection-Other Charge\* (per loop), and Provisioning charges. Also includes, without limitation, if applicable, Field Dispatch, TC Not Ready, Loop Qualification, Engineering Query, Engineering Work Order, Trouble Dispatch, Misdirects, Dispatch In, Out, and Dispatch Expedites, Installation Dispatch, Manual Intervention, Expedited, Digital Designed Recurring and Non-Recurring Charges

### **B. Other Charges**

**i. Regrade** \$8.09 NRC

**ii. \*Service Connection**

**\*Service Connection/Other**

A second Service Connection NRC and Service Connection/Other NRC applies on New Loop Sharing Arrangements involving the connection of both voice and data connections.

**iii. Disconnect**

A disconnect NRC applies, as applicable, on total Loop Sharing disconnects.

**iv. Line and Station Transfers  
/Pair Swaps**

A LST/Pair Swap NRC applies, as applicable, on LST activity performed on New Loop Sharing Arrangements.

### **C. Collocation Rates**

Collocation Rates (including, without limitation, Splitter Connection and Installation Rates)

As Applicable per this Appendix A.

<sup>5</sup> Rates for the individual line splitting components are contained in existing terms for Unbundled Network Elements and Collocation.

<sup>6</sup> This Pricing Attachment incorporates by reference the rates set forth in the Agreement for the services and charges referenced herein. In the event this Pricing Attachment refers to a service that is not available under the Agreement, the Agreement shall control. Nothing in this Appendix A shall be deemed to require Verizon to provide a service that the Agreement does not require Verizon to provide.

### NON-RECURRING CHARGES – LOOP AND PORT

Service Ordering (Loop)		
Initial Service Order, per order	\$	25.19
Transfer of Service Charge, per order	\$	6.83
Subsequent Service Order, per order		TBD
Installation		
Unbundled Loop, per loop	\$	25.02
Loop Facility Charge, per order (See Note 1)	\$	68.30
Customer Service Record Search	\$	4.21

### CUSTOM HANDLING

#### Coordinated Conversions:

ISO	\$	17.76
Central Office Connection	\$	9.43
Outside Facility Connection	\$	8.09

#### Hot Coordinated Conversions First Hour:

ISO	\$	23.91
Central Office Connection	\$	37.72
Outside Facility Connection	\$	32.36

#### Hot Coordinated Conversions per Additional Quarter Hour:

ISO	\$	4.88
Central Office Connection	\$	9.43
Outside Facility Connection	\$	8.37

Note 1: The Loop Facility Charge will apply when fieldwork is required for establishment of a new unbundled loop service.

## NON-RECURRING CHARGES

LOCAL WHOLESALE SERVICES	Ordering 100% Manual	Ordering Semi- Mech.	Provisioning Initial Unit	Addt'l Unit
<b>UNBUNDLED NID</b>				
Exchange – Basic	\$ 27.06	\$ 18.83	\$ 33.99	N/A
<b>UNBUNDLED SUB-LOOP</b>				
Exchange - FDI Distribution Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 61.90	\$ 30.36
Exchange - FDI Distribution Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 16.99	\$ 7.22
Exchange - Serving Terminal Interconnection - Initial	\$ 36.32	\$ 26.88	\$ 28.99	\$ 15.51
Exchange - Serving Terminal Interconnection - Subsequent	\$ 15.01	\$ 11.83	\$ 13.23	\$ 6.41
<b>UNBUNDLED DARK FIBER</b>				
Advanced - Service Inquiry Charge	\$405.87	\$405.65	N/A	N/A
Advanced - Interoffice Dedicated Transport - Initial	\$ 64.80	\$ 64.57	\$267.28	\$224.68
Advanced - Unbundled Loop - Initial	\$ 64.80	\$ 64.57	\$261.86	\$220.43
Dark Fiber Record Review (with reservation)	TBD			
Intermediate Office Cross Connect	TBD			
Dark Fiber Optional Engineering Services	TBD			
<b>ENHANCED EXTENDED LINK (WITH MANUAL AND SEMI-MECHANIZED OPTIONS) - Loop portion ( In addition, IDT (Interoffice Dedicated Transport) charges apply if applicable to the EEL arrangement)</b>				
Advanced - Basic (2-wire and 4-wire) - Initial	\$ 88.39	\$ 56.13	\$ 25.02	N/A
Advanced - Basic (2-wire and 4-wire) – Subsequent	\$ 38.02	\$ 21.89	\$ 25.02	N/A
DS1/DS3 - Initial	\$ 97.94	\$ 65.68	\$ 25.02	N/A
DS1/DS3 - Subsequent	\$ 38.02	\$ 21.89	\$ 25.02	N/A
DS3 to DS1 Multiplexer	N/A	N/A	\$450.00	N/A
DS1 to DS0 Multiplexer	N/A	N/A	\$800.00	N/A
<b>Change Over Charge - (Conversion from Special Access to EELs or Transport)</b>				
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)	\$161.87	\$ 99.77	\$ 41.64	N/A
Advanced - Basic (2-wire and 4-wire) Changeover (As Is)- Additional MOG (Mass Order Generator) Only	\$ 7.52	\$ 4.56	\$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is)	\$179.37	\$117.27	\$ 41.64	N/A
Advanced - Complex (DS1 and above) Changeover (As Is) Additional MOG (Mass Order Generator) Only	\$ 7.52	\$ 4.56	\$ 41.64	N/A

**LOOP CONDITIONING<sup>7</sup>****(No charge for loops 12,000 feet or less)**

Loop Conditioning – Bridged Tap	N/A	N/A	\$318.71	\$ 34.88
Loop Conditioning - Load Coils	N/A	N/A	\$249.91	N/A
Loop Conditioning - Load Coils / Bridged Tap	N/A	N/A	\$568.62	\$ 34.88

**LINE AND STATION TRANSFER<sup>8</sup>****N/A      N/A      \$147.75      N/A****INTEROFFICE DEDICATED TRANSPORT(IDT) (Also applies to  
IDT portion of an EEL arrangement)**

Advanced - Basic (2-wire and 4-wire) – Initial	\$ 95.49	\$ 63.01	\$428.58	N/A
Advanced - Basic (2-wire and 4-wire) – Subsequent	\$ 45.12	\$ 28.77	\$ 58.20	N/A
Advanced - Complex (DS1 and above) – Initial	\$105.04	\$ 72.56	\$584.49	N/A
Advanced - Complex (DS1 and above) – Subsequent	\$ 45.12	\$ 28.77	\$ 86.80	N/A

<sup>7</sup>

These charges are interim and subject to retroactive true-up back to the Effective Date of this Agreement.

<sup>8</sup>

A Line and Station Transfer (LST) Charge applies when Verizon arranges or rearranges an individual circuit at a terminal or cross-connect box to free up a pair or suitable facility at the required service location; examples include an arrangement of copper to DLC, the rearrangement of IDLC to copper and the rearrangement of IDLC to UDLC.

**EXPEDITES**

Exchange Products	\$ 3.36	\$ 3.36	N/A	N/A
Advanced Products	\$ 25.80	\$ 25.80	N/A	N/A

**OTHER**

Customer Record Search (per account)	\$ 4.21	N/A	N/A	N/A
CLEC Account Establishment (per CLEC)	\$166.32	\$166.32	N/A	N/A
Design Change Charge - EELs and Transport	\$ 27.00	\$ 27.00	N/A	N/A

**ROUTINE NETWORK MODIFICATIONS<sup>9</sup>**

ENGINEERING QUERY <sup>10</sup>	N/A	N/A	\$ 183.99	N/A
ENGINEERING WORK ORDER <sup>11</sup>	N/A	N/A	\$ 94.90	N/A
EXPEDITE ENGINEERING QUERY <sup>10 12</sup>	N/A	N/A	\$ 41.67	N/A
EXPEDITE ENGINEERING WORK ORDER <sup>11, 12</sup>	N/A	N/A	\$ 27.94	N/A
CLEAR DEFECTIVE PAIR	N/A	N/A	\$ 272.35	N/A
REASSIGNMENT OF NON-WORKING CABLE PAIR	N/A	N/A	\$ 272.35	N/A
BINDER GROUP REARRANGEMENT	N/A	N/A	\$ 529.77	N/A
REPEATER - INSTALLATION	N/A	N/A	\$1,597.10	N/A
APPARATUS CASE - INSTALLATION	N/A	N/A	\$2,992.81	N/A
RANGE EXTENDERS - DS-0 Installation	N/A	N/A	\$ 809.72	N/A
RANGE EXTENDERS - DS-1 Installation	N/A	N/A	\$ 809.72	N/A
CHANNEL UNIT TO UNIVERSAL/COTTED DLC SYSTEM (existing)	N/A	N/A	\$ 170.30	N/A
SERVING TERMINAL - INSTALLATION / UPGRADE	N/A	N/A	Time and Material	N/A
ACTIVATE DEAD COPPER PAIR	N/A	N/A	\$ 199.90	N/A
MULTIPLEXER - 1/0 - INSTALLATION	N/A	N/A	\$12,211.41	N/A
MULTIPLEXER - 1/0 - RECONFIGURATION	N/A	N/A	\$ 170.30	N/A
MULTIPLEXER - 3/1 - INSTALLATION	N/A	N/A	\$26,981.19	N/A
MULTIPLEXER - 3/1 - RECONFIGURATION	N/A	N/A	\$ 382.34	N/A
MULTIPLEXER - OTHER - INSTALLATION	N/A	N/A	Time and Material	N/A
MOVE DROP	N/A	N/A	\$ 109.28	N/A
CROSS-CONNECTION - EXISTING FIBER FACILITY	N/A	N/A	\$ 346.93	N/A
LINE CARD - INSTALLATION	N/A	N/A	\$ 314.63	N/A
COPPER REARRANGEMENT	N/A	N/A	\$ 482.90	N/A
CENTRAL OFFICE TERMINAL - INSTALLATION	N/A	N/A	\$35,307.87	N/A
IDLC ONLY CONDITION	N/A	N/A	\$36,847.28	N/A

<sup>9</sup> This Appendix may contain rates and charges for (and/or reference) services, facilities, arrangements and the like that Verizon does not have an obligation to provide under the Agreement (e.g., services, facilities, arrangements and the like for which an unbundling requirement does not exist under 47 U.S.C. Section 251(c)(3)). Notwithstanding any such rates and/or charges (and/or references) and, for the avoidance of any doubt, nothing in this Appendix shall be deemed to require Verizon to provide a service, facility, arrangement or the like that the Agreement does not require Verizon to provide, or to provide a service, facility, arrangement or the like upon rates, terms or conditions other than those that may be required by the Agreement.

<sup>10</sup> Engineering Query Charges apply in addition to charges for actual network modification and Engineering Work Order charges where applicable.

<sup>11</sup> Engineering Work Order Charges apply in addition to charges for actual network modification and Engineering Query charges where applicable.

<sup>12</sup> Expedite Charges apply in addition to other listed rates.

**ROUTINE NETWORK MODIFICATIONS**

OTHER REQUIRED MODIFICATIONS	N/A	N/A	Time and Material	N/A
OTHER				
Commingled Arrangements – per circuit NRC	N/A	N/A	\$ 50.00	N/A
Conversion - Service Order	N/A	N/A	\$ 19.33	N/A
Conversion - Installation per circuit	N/A	N/A	\$ 7.27	N/A
Circuit Retag - per circuit	N/A	N/A	\$ 59.43	N/A
DARK FIBER				
Dark Fiber Routine Network Modifications	N/A	N/A	Time and Material	N/A



## **Application of NRCs**

### **Preordering:**

CLEC Account Establishment is a one-time charge applied the first time that CBAD orders any service from this Agreement.

Customer Record Search applies when CBAD requests a summary of the services currently subscribed to by the end-user.

### **Ordering and Provisioning:**

Initial Service Order (ISO) applies to each Local Service Request (LSR) and Access Service Request (ASR) for new service. Charge is Manual (e.g. for a faxed order) or Semi-Mechanized (e.g. for an electronically transmitted order) based upon the method of submission used by the CLEC.

Subsequent Service Order applies to each LSR/ASR for modifications to an existing service. Charge is Manual or Semi-Mechanized based upon the method of submission used by the CLEC.

Advanced ISO applies per LSR/ASR when engineering work activity is required to complete the order.

Exchange ISO applies per LSR/ASR when no engineering work activity is required to complete the order.

Provisioning – Initial Unit applies per ISO for the first unit installed. The Additional Unit applies for each additional unit installed on the same ISO.

Basic Provisioning applies to services that can be provisioned using standard network components maintained in inventory without specialized instructions for switch translations, routing, and service arrangements.

Complex Provisioning applies to services that require special instruction for the provisioning of the service to meet the customer's needs.

### **Examples of services and their Ordering/Provisioning category that applies:**

Exchange-Basic: 2-Wire Analog, 4-Wire Analog, Standard Sub-Loop Distribution, Drop and NID.

Exchange-Complex: Non-loaded Sub-Loop Distribution and Loop Conditioning.

Advanced-Basic: 2-Wire Digital Loop, 4-Wire Digital Loop

Advanced-Complex: DS1 Loop, DS3 Loop, Dark Fiber and EELs.

Conditioning applies in addition to the ISO, for each Loop or Sub-Loop UNE for the installation and grooming of Conditioning requests.

DS1 Clear Channel Capability applies in addition to the ISO, per DS1 for the installation and grooming of DS1 Clear Channel Capability requests.

Changeover Charge applies to EEL orders when an existing retail, resale, or special access service is already in place.

Service Inquiry – Dark Fiber applies per service inquiry when a CLEC requests Verizon to determine the availability of dark fiber on a specific route.

EELs: The NRCs that generally apply to an EEL arrangement are applicable ordering & provisioning charges for EEL Loops, IDT, Multiplexing and Clear Channel Capability.

Custom Handling (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

Service Order Expedite applies if CBAD requests service prior to the standard due date intervals and the expedite request can be met by Verizon.

Coordinated Conversion applies if CBAD requests notification and coordination of service cut-over prior to the service becoming effective.

Hot Coordinated Conversion First Hour applies if CBAD requests real-time coordination of a service cut-over that takes one hour or less.

Hot Coordinated Conversion Per Additional Quarter Hour applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour.

Design Change Charge applies to EELs & Transport orders for design changes requested by the CLEC.

**IV. Rates and Charges for 911**

See State Access Tariff.

**V. Collocation Rates**

See OH Local Network Access Services Tariff, PUCO #8.

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**Case No(s). 10-2983-TP-NAG**

Summary: Agreement with MCC Telephony of the Midwest, LLC Pursuant to Section 252 of the Telecommunications Act of 1996 electronically filed by Carolyn S Flahive on behalf of Frontier North Inc.