The Public Utilities Commission of Ohio TELECOMMUNICATIONS FILING FORM

(Effective: 01/20/2011)

This form is intended to be used with most types of required filings. It provides check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in any way.

In the Matter of the Application of Columbus Grove)	TRF Docket No. 90	
Telephone Company for Approval of an Agreement of Adoption with Communications Options, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996)))	Case No. 11 - 1980 - TP NOTE: Unless you have reserved a (BLANK.	
Name of Registrant(s) _Columbus Grove Telephone Comp	any		
DBA(s) of Registrant(s) FairPoint Communications			
Address of Registrant(s) 521 East Morehead Street, Suite 5	00, Charlott	te, NC 28202	
Company Web Address <u>www.fairpoint.com</u>			
Regulatory Contact Person(s) Carolyn S. Flahive		Phone 614-469-3294_	Fax 614-469-3361
Regulatory Contact Person's Email Address Carolyn.Flahi	ve@Thomps	sonHine.com_	
Contact Person for Annual Report Angela Unruh			Phone <u>620-227-4400</u>
Address (if different from above) 908 W. Frontview, Dodg	e City, KS	67801_	
Consumer Contact Information _Dottie Nesmith, Manager	Regulatory	Compliance	Phone 800-437-6215
Address (if different from above) 908 W. Frontview, Dodg	e City, KS	67801	
Motion for protective order included with filing? Yes			
Motion for waiver(s) filed affecting this case? Yes	No [Note:	Waivers may toll any automatic	timeframe.]
Notes:			
Section I and II are Pursuant to Chapter 4901:1-6 OAC			

(1) Indicate the Carrier Type and the reason for submitting this form by checking the boxes below.

Section III - Carrier to Carrier is Pursuant to 4901:1-7 OAC, and Wireless is Pursuant to 4901:1-6-24 OAC.

- (2) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.
- (3) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at 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.
- (4) An Incumbent Local Exchange Carrier (ILEC) offering basic local exchange service (BLES) outside its traditional service area should choose CLEC designation when proposing to offer BLES outside its traditional service area or when proposing to make changes to that service.

All Filings that result in a change to one or more tariff pages require, at a minimum, the following exhibits.

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Exhibit	Description:
A	The tariff pages subject to the proposed change(s) as they exist before the change(s)
В	The Tariff pages subject to the proposed change(s), reflecting the change, with the change(s) marked in the right margin.
С	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 IV – Attestation

Section I – Part I - Common Filings

Carrier Type Other (explain below)	1	For Prof	it ILEC	☐ Not For P	rofit ILEC	☐ CL	EC
Change terms & conditions existing BLES		ATA <u>1-0</u> (Auto 30 day		ATA <u>1-6-</u> (Auto 30 days		(Auto 3	A <u>1-6-14(H)</u> 0 days)
Introduce non-recurring chasurcharge, or fee to BLES	arge,					(Auto 3	A <u>1-6-14(H)</u> 0 days)
Introduce or Increase Late	Payment	☐ ATA <u>1-</u> (Auto 30 day	ys)	ATA <u>1-6</u> (Auto 30 days			A <u>1-6-14(I)</u> 30 days)
Revisions to BLES Cap.		ZTA <u>1-6</u> (0 day Notic	e)				
Introduce BLES or expand service area (calling area)	local	ZTA 1-6 (0 day Notic	e)	☐ ZTA <u>1-6-</u> (0 day Notice)		A <u>1-6-14(H)</u> Notice)
Notice of no obligation to of facilities and provide BLES		ZTA <u>1-6</u> (0 day Notic	e)	☐ ZTA <u>1-6-</u> (0 day Notice)		
Change BLES Rates		TRF <u>1-6</u> (0 day Notic		TRF <u>1-6-</u> (0 day Notice			F <u>1-6-14(G)</u> Notice)
To obtain BLES pricing fle	exibility	BLS <u>1-6-</u> (C)(1)(c) (Auto 30 da	ıys)				
Change in boundary		ACB <u>1-0</u> (Auto 14 day		ACB <u>1-6-</u> (Auto 14 days			
Expand service operation a	rea						F <u>1-6-08(G)(0 day)</u>
BLES withdrawal							A <u>1-6-25(B)</u> Notice)
Other* (explain)							
Section I – Part II – Cus	stomer Not	ification Of	ferings Pur	suant to Chapt	er <u>4901:1-6-7</u>	OAC	
Type of Notice	Direc	t Mail	Bill	Insert	Bill Nota	tion	Electronic Mail
☐ 15-day Notice							
☐ 30-day Notice							
Date Notice Sent:							
Section I – Part III –IOS Offerings Pursuant to Chapter 4901:1-6-22 OAC							
IOS	Introdu	ice New	Tariff	Change	Price Ch	ange	Withdraw
☐ IOS							

Section II - Part I - Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC

Certification	ILEC (Out of Territory)	CLEC	Carrier's Not Offering BLES	CESTC	CETC
* See Supplemental form	ACE <u>1-6-08</u> * (Auto 30- day)	ACE <u>1-6-08</u> *(Auto 30 day)	ACE <u>1-6-</u> 08 *(Auto 30 day)	ACE <u>1-6-</u> 10 (Auto 30 day)	UNC <u>1-6-</u> 09 *(Non-Auto)

^{*}Supplemental Certification forms can be found on the Commission Web Page.

Section II - Part II - Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Carrier's Not Offering BLES
Abandon all Services		ABN <u>1-6-26</u> (Auto 30 days)	ABN <u>1-6-26</u> (Auto 30 days)
Change of Official Name *	ACN <u>1-6-29(B)</u> (Auto 30 days)	ACN <u>1-6-29(B)</u> (Auto 30 days)	CIO <u>1-6-29(C)</u> (0 day Notice)
Change in Ownership *	ACO <u>1-6-29(E)</u> (Auto 30 days)	ACO <u>1-6-29(E)</u> (Auto 30 days)	☐ CIO <u>1-6-29(C)</u> (0 day Notice)
Merger *	AMT <u>1-6-29(E)</u> (Auto 30 days)	AMT <u>1-6-29(E)</u> (Auto 30 days)	(0 day Notice)
Transfer a Certificate *	ATC <u>1-6-29(B)</u> (Auto 30 days)	ATC <u>1-6-29(B)</u> (Auto 30 days)	[] CIO <u>1-6-29(C)</u> (0 day Notice)
Transaction for transfer or lease of property, plant or business *	ATR <u>1-6-29(B)</u> (Auto 30 days)	☐ ATR <u>1-6-29(B)</u> (Auto 30 days)	☐ CIO <u>1-6-29(C)</u> (0 day Notice)
Laborate de la constantina della constantina del			

^{*} Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see <u>the 4901:1-6-29 Filing Requirements on the Commission's Web Page</u> for a complete list of exhibits.

Section III - Carrier to Carrier (Pursuant to 4901:1-7), and Wireless (Pursuant to 4901:1-6-24)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement, or amendment to	NAG <u>1-7-07</u>	☐ NAG <u>1-7-07</u>
an approved agreement	(Auto 90 day)	(Auto 90 day)
D C A. I. ituation	ARB <u>1-7-09</u>	☐ ARB <u>1-7-09</u>
Request for Arbitration	(Non-Auto)	(Non-Auto)
I de la comica toriffo	☐ ATA <u>1-7-14</u>	☐ ATA <u>1-7-14</u>
Introduce or change c-t-c service tariffs,	(Auto 30 day)	(Auto 30 day)
Request rural carrier exemption, rural carrier	UNC <u>1-7-04</u> or 05	
suspension or modification	(Non-Auto)	
Changes in rates, terms & conditions to Pole	UNC 1-7-23(B)	
Attachment, Conduit Occupancy and Rights-	(Non-Auto)	
of-Way.		
	RCC	□NAG
Wireless Providers See 4901:1-6-24	[Registration &	[Interconnection
	Change in Operations]	Agreement or

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

<u>AFFIDAVIT</u>	
Compliance with Commission	n Rules
I am an officer/agent of the applicant corporation,	, and am authorized to make this statement on its behalf.
(Name)	
Please Check ALL that apply:	
☐ I attest that these tariffs comply with all applicable rules for the state of Ol imply Commission approval and that the Commission's rules as modifie contradictory provisions in our tariff. We will fully comply with the rules of can result in various penalties, including the suspension of our certificate to op	d and clarified from time to time, supersede any the state of Ohio and understand that noncompliance
☐ I attest that customer notices accompanying this filing form were sent to affaccordance with Rule 4901:1-6-7, Ohio Administrative Code.	fected customers, as specified in Section II, in
I declare under penalty of perjury that the foregoing is true and correct.	
Executed on (Date) at (Location)	
*(Signature and Title	e) (Date)
 This affidavit is required for every tariff-affecting filing. It may be signathorized agent of the applicant. 	gned by counsel or an officer of the applicant, or an
VERIFICATION	,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,,
I, <u>Carolyn S. Flahive</u> verify that I have utilized the Telecommunic the Commission and that all of the information submitted here, and all addicase, is true and correct to the best of my knowledge.	
*(Signature and Title) /s/ Carolyn S. Flahive, Esq. *Verification is required for every filing. It may be signed by counsel or an applicant.	•

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 Columbus Grove)	
Telephone Company for Approval of an Agreement of)	Case No. 11-1980-TP-NAG
Adoption with Communications Options, Inc. Pursuant)	
to Section 252 of the Telecommunications Act of 1996)	

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

Columbus Grove Telephone Company d/b/a FairPoint Communications ("FairPoint") hereby files the attached agreement, effective upon filing with the Commission and subject to the approval of the Commission ("the Agreement"), between FairPoint and Communications Options, Inc. ("COI") (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 the Parties' respective obligations and the terms and conditions under which they will interconnect their facilities and exchange telecommunications traffic.

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, FairPoint requests that the Commission approve the Agreement.

Respectfully submitted,

COLUMBUS GROVE TELEPHONE COMPANY

By: /s/ Carolyn S. Flahive

(0072404)

Carolyn S. Flahive THOMPSON HINE LLP 41 South High Street

Suite 1700

Columbus, Ohio 43215-6101 Telephone: 614-469-3200

Fax: 614-469-3361

Its Attorney



521 East Morehead Street Suite 250 Charlotte, NC 28202 704-344-8150 www.fairpoint.com

March 24, 2011 Via Electronic Mail

Stephen K. Vogelmeier Communications Options, Inc. 921 Eastwind Drive Suite 104 Westerville. OH 43081

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

Dear Mr. Vogelmeier:

The Columbus Grove Telephone Company d/b/a FairPoint Communications ("Columbus Grove"), an Ohio corporation with an address for notice c/o FairPoint Communications, Inc. at 521 East Morehead Street, Suite 500, Charlotte, NC 28202, has received correspondence stating that Communications Options, Inc. ("COI"), an Ohio corporation with a principal place of business at 921 Eastwind Drive, Suite 104, Westerville, Ohio, 43081, wishes, pursuant to 252(i) of the Communications Act of 1934, as amended ("Act"), to adopt the terms of the Interconnection Agreement ("Agreement") between Sprint Communications Company L.P. ("Sprint") and Columbus Grove approved by the Public Utilities Commission of Ohio (the "Commission") as an effective agreement within the State of Ohio, as such agreement exists on the date hereof after giving effect to operation of law (the "Terms"). The current pricing schedule for Columbus Grove is attached hereto as Exhibit A. Please note the following with respect to COI's adoption of the Terms.

- By COI's countersignature on this letter, COI hereby represents and agrees to the following seven points:
 - a) COI adopts and agrees to be bound by the Terms and, in accordance with the Terms agrees that COI shall be substituted in place of Sprint in the Terms wherever appropriate.
 - b) For avoidance of doubt, adoption of the Terms does not include adoption of any provision imposing any obligation on Columbus Grove or COI that no longer applies to Columbus Grove or COI pursuant to (i) any Order by the Commission; (ii) any Order by the Federal Communications Commission ("FCC"); or (iii) that is not otherwise required by 47 U.S.C. § 251(c)(3) or by 47 C.F.R. Part 51.
 - c) Notice to COI and Columbus Grove as may be required or permitted under the Terms shall be provided as follows:





To COI:

Steven K. Vogelmeier

President

921 Eastwind Drive, Suite 104 Westerville, Ohio 43081 (Telephone) 614-882-4004 Email: steve.vogelmeier@coi.net

To Columbus Grove:

Regulatory Department FairPoint Communications

1 Davis Farm Road Portland, ME 04103

With a copy to:

Shirley J. Linn

General Counsel and Executive Vice President

FairPoint Communications, Inc. 521 East Morehead Street, Suite 500

Charlotte, NC 28202

d) COI represents and warrants that it is authorized by the Commission to provide service in the State of Ohio, and that its adoption of the Terms will cover services in the State of Ohio only.

- e) The Parties agree that the Terms shall supersede and replace in full any and all prior agreements, written, and oral, between COI and Columbus Grove for traffic termination and other services addressed in the Terms. Any outstanding payment obligations of the parties that were incurred but not fully paid under any prior agreement between COI and Columbus Grove constitute payment obligations of the parties under this adoption.
- f) Columbus Grove's pricing schedule (as schedule may be amended from time to time) for traffic termination and other agreements which is attached as Exhibit A hereto, shall apply to COI's adoption of the Terms. COI should note that the aforementioned pricing schedule may contain rates for certain services, the terms of which are not included in the Terms or that are otherwise not part of the adoption, and may include phrases or wording not identical to those utilized in the Terms. The inclusion of such rates in no way obligates Columbus Grove to provide the subject services and in no way waives Columbus Grove'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) The Parties hereby agree to amend the Agreement, Pre-Ordering, Ordering, Provisioning, Maintenance and Repair Attachment, Section 4, "Service Standards", to now read "Both Parties will comply with the applicable Telephone Company Procedures and Standards set forth in Ohio Adm. Code 4901:1-6, when providing service to the other Party."
- h) COI's adoption of the Terms shall become effective on the date the Commission approves this agreement. Columbus Grove shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by COI.



- 2. As the Terms are being adopted by COI pursuant to § 252(i) of the Act, Columbus Grove does not provide the Terms to COI as either a voluntary or negotiated agreement. The filing and performance by Columbus Grove of the Terms does not in any way constitute a waiver by Columbus Grove of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Columbus Grove of any rights or remedies it may have to seek review of the Terms, or to seek to review any provisions included in the Terms as a result of COI's adoption of the Terms.
- 3. Nothing herein shall be construed as or is intended to be a concession or admission by Columbus Grove 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 Columbus Grove expressly reserves its full rights to assert and pursue claims arising from or related to the Terms.
- 4. Columbus Grove reserves the right to deny COI's application of the Terms, in whole or in part, upon proving to the Commission that:
 - a) the costs of providing the Terms to COI are greater than the costs of providing them to Sprint;
 - b) provisioning the Terms to COI is not technically feasible; and/or
 - c) to the extent that Columbus Grove otherwise is not required to make the Terms available to COI under the law.
- Should either party try to apply the Terms in a manner that conflicts with Paragraphs 2 through 4 above, the other party reserves the right to seek appropriate legal and/or equitable relief.
- 6. In the event that a voluntary or involuntary petition has been or is in the future filed against COI 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 Columbus Grove under such laws including without limitation, all rights of Columbus Grove under 11 U.S.C. § 366, shall be preserved, and COI's adoption of the Terms shall in no way impair such rights of Columbus Grove; and (B) all rights of COI resulting from COI'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 Columbus Grove pursuant to 11 U.S.C. § 366.



THE COLUMBUS GROVE TELEPHONE COMPANY d/b/a FAIRPOINT COMMUNICATIONS

Ву:	Suse 2 Dovell	
Printed Name:	Susan L. Sowell	
Title:	Vice President ! Assistant General Course	الرو
Date:	March 24, 2011	

By signing below, COI agrees to the adoption of the Agreement as well as all terms and conditions specified in Paragraph 1 of this letter:

COMMUNICAT	IONS OPTIONS,	INC.	A
		1/	11.11
Ву:	Whin	101	- College
Printed Name:	Stroken	16.	10 of ehmeier
Title:	Presid	eut	*
Date:	March	28,	2011

Pricing Attachment

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<u>General.</u> The rates contained in this Pricing Attachment are the rates as referenced in the various sections on the Interconnection Agreement.

A. Direct Interconnection Facilities:

Rates charged by Columbus Grove are as filed in the NECA FCC Tariff No. 5.

B.	Transit 7	Fraffic Rate:	\$0.005285 / min.
C.	General	Charges:	
	1. 2. 3. 4. 5.	Service Order Charge (LSR)** Service Order Cancellation Charge** Service Order Charge Charge** Expedited Due Date Charge** Technical Labor:**	\$ 25.00 / request \$ 12.00 / request \$ 12.00 / request \$ 45.00 / request
		Install & Repair Technician:	
		Basic Time (normally scheduled hours) *Overtime (outside normally schid hrs on schid work day) *Premium Time (outside of scheduled work day)	\$ 24.57 / ½ hr \$ 36.85 / ½ hr \$ 49.13 / ½ hr
		Central Office Technician:	
		Basic Time (normally scheduled hours) *Overtime (outside normally schld hrs on schld work day) *Premium Time (outside of scheduled work day)	\$ 29.97 / ½ hr \$ 44.96 / ½ hr \$ 59.95 / ½ hr
	LNP Coordinator:		
		Basic Time (normally scheduled hours) *Overtime (outside normally schild hrs on schild work day) *Premium Time (outside of scheduled work day)	\$ 43.32 / ½ hr \$ 64.99 / ½ hr \$ 86.65 / ½ hr
		Administrative Support:	
		Basic Time (normally scheduled hours) *Overlime (outside normally schid hrs on schid work day) *Premium Time (outside of schedule work day)	\$ 13.65 / ½ hr \$ 20.47 / ½ hr \$ 27.29 / ½ hr
;	6.	Rates and Charges for LNP Coordinated Hot Cut (CHC)	Per Sections 2 and 3 of the LNP Attachment, charged time will be in half hour increments for the personnel involved in the CHC at the rates in Section 5 above.

^{*} Minimum 4 hours when a technician is called out during Overtime or Premium Time.
** These charges are reciprocal and apply to both Columbus Grove and COI.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/5/2011 3:37:41 PM

in

Case No(s). 11-1980-TP-NAG

Summary: Application for approval of an agreement electronically filed by Carolyn S Flahive on behalf of The Columbus Grove Telephone Company