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 does not replace or supersede Commission rules in any way.

In the Matter of the Application of Frontier North Inc. for	TRF Docket No. 90		
Approval of an Amendment to a Negotiated Interconnection) Agreement with T-Mobile Central, LLC)			
Name of Registrant(s) Frontier North Inc.			
DBA(s) of Registrant(s)			
Address of Registrant(s) 1300 Columbus Sandusky Rd N Marion, OF	1 43302		
Company Web Address www.Frontier.com			
Regulatory Contact Person(s) Rachel Winder	Phone <u>6124-578-9999</u>	Fax	
Regulatory Contact Person's Email Address Rachel.winder@ftr.com	<u>m</u>		
Contact Person for Annual Report Cassandra Cole		Phone <u>740-383-0490</u>	
Address (if different from above) 1300 Columbus Sandusky Rd N	Marion, OH 43302		
Consumer Contact Information Cassandra Cole		Phone <u>740-383-0490</u>	
Address (if different from above) 1300 Columbus Sandusky Rd N Ma Motion for protective order included with filing? ☐ Yes ☒ No Motion for waiver(s) filed affecting this case? ☐ Yes ☒ No [Note		imeframe.]	
Notes:			
Section I and II are Pursuant to Chapter $4901;1-6$ OAC. Section III – Carrier to Carrier is Pursuant to $\underline{4901;1-7}$ OAC, and Wi Section IV – Attestation.	reless is Pursuant to 4901:1-6-24 O	PAC.	
(1) Indicate the Carrier Type and the reason for submitting this form	by checking the boxes below.		
(2) For requirements for various applications, see the identified section supplemental application form noted.	on of Ohio Administrative Code Se	ction 4901 and/or the	

- (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.

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).

Carrier Type Other (explain below	r)	☐ For Profit ILE		☐ Not For	Profit ILEC	CI	LEC
Change terms & condition existing BLES	<u> </u>	ATA 1-6-14(H) (Auto 30 days)		ATA 1-6-14(H) (Auto 30 days)		ATA 1-6-14(H) (Auto 30 days)	
Introduce non-recurring consurcharge, or fee to BLES						(Auto	TA <u>1-6-14(H)</u> 30 days)
Introduce or Increase Late	Payment Payment	ATA / (Auto 30 da	ys)	ATA 1-6-14(I) (Auto 30 days)			ΓΑ <u>1-6-14(I)</u> 30 days)
Revisions to BLES Cap.		O day Notice	ce)				
Introduce BLES or expanservice area (calling area)	ntroduce BLES or expand local			(0 day Notice)		(0 day Notice)	
Notice of no obligation to facilities and provide BLE		O day Notice		(0 day Notice			
Change BLES Rates		TRF 1-6-1- (0 day Notice)		TRF 1-6-14(F)(4) (0 day Notice)		TRF 1-6-14(G) (0 day Notice)	
To obtain BLES pricing fi	lexibility	BLS 1-6 (C)(1)(c) (Auto 30 da					
Change in boundary		ACB /- (Auto 14 da	6-32		ACB 1-6-32 (Auto 14 days)		
Expand service operation	area						RF <u>1-6-08(G)(0 day)</u>
BLES withdrawal							A <u>1-6-25(B)</u> Notice)
Other* (explain)							
Section I – Part II – Cu	stomer No	tification Of	ferings Pu	rsuant to Chap	ter <u>4901:1-6-7</u>	OAC	
Type of Notice	Dire	ct Mail	Bil	l Insert	Bill Nota	ation	Electronic Mail
☐ 15-day Notice							
30-day Notice							
Date Notice Sent:							
Section I – Part III –IC	S Offering	s Pursuant to	Chapter 49	901:1-6-22 OA	C		
IOS	Introd	uce New	Tarif	f Change	Price Ch	ange	Withdraw

Section II - Part I - Carrier Certification - Pursuant to Chapter 4901:1-6-08, 09 & 10 OAC ILEC CLEC Telecommunications CESTC CETC Certification (Out of Territory) Service Provider Not Offering Local * See Supplemental ACE 1-6-08 ACE 1-6-0 ACE 1-6-08 ACE 1-6-10 UNC1-6-09 * (Auto 30-day) *(Auto 30 day) *(Auto 30 day) (Auto 30 day) *(Non-Auto) *Supplemental Certification forms can be found on the Commission Web Page. Section II - Part II - Certificate Status & Procedural Telecommunications **Certificate Status** ILEC CLEC Service Provider Not Offering Local ABN 1-6-26 ABN / Abandon all Services (Auto 30 days) (Auto 30 days) ACN 1-6-29(B) ACN 1-6-29(B) CIO 1-6-Change of Official Name * (Auto 30 days) (Auto 30 days) (0 day Notice) ☐ ACO 1-6-29(E) ACO 1-6-29(E) CIO 1-6-29(C) Change in Ownership * (Auto 30 days) (Auto 30 days) (0 day Notice) AMT 1-6-29(E) AMT 1-6-29(E) CIO 1-6-29(C) Merger * (Auto 30 days) (Auto 30 days) (0 day Notice) ATC 1-6-29(B) ATC 1-6-29(B) CIO 1-6-29(C) Transfer a Certificate * (Auto 30 days) (Auto 30 days) (0 day Notice) Transaction for transfer or lease of ☐ ATR 1-6-29(B) ☐ ATR 1-6-29(B) ☐ CIO 1-6-29(C) property, plant or business * (Auto 30 days) (Auto 30 days) (0 day Notice) * Other exhibits may be required under the applicable rule(s). ACN, ACO, AMT, ATC, ATR and CIO applications see the 4901:1-6-29 Filing Requirements on the Commission's Web Page 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 1-7-07 NAG 1-7-0 an approved agreement (Auto 90 day) (Auto 90 day) ARB 1-7-09 ARB 1-7-09 Request for Arbitration (Non-Auto) (Non-Auto) ☐ ATA 1-7-14 ATA 1-7-14 Introduce or change c-t-c service tariffs, (Auto 30 day) (Auto 30 day)

n.		-		
Pa	ge	3	of	

UNC1-7

(Non-Auto)

(Non-Auto)

RCC

[Registration &

Change in Operations]

UNC 1-7-23(B)

-04 or 05

NAG

Interconnection

Agreement or

Request rural carrier exemption, rural carrier

Changes in rates, terms & conditions to Pole

Attachment, Conduit Occupancy and Rights-

Wireless Providers See 4901:1-6-24

suspension or modification

of-Way.

Section IV. – Attestation				
Registrant hereby attests to its compliance with pertinent entries and	orders issued by the Commission.			
AFFIDAVIT Compliance with Commission	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 Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules 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.				
\square I attest that customer notices accompanying this filing form were sent to affected customers, as specified in Section II, in accordance with Rule 4901:1-6-7, Ohio Administrative Code.				
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 sig authorized agent of the applicant. 	ned by counsel or an officer of the applicant, or an			
VERIFICATION				
I. Rachel Winder have utilized the Telecommunications Filing Form for most proceedings information submitted here, and all additional information submitted in connect my knowledge.	tion with this case, is true and correct to the best of			
*(Signature and Title) (GUU) WWW State Manage *Verification is required for every filing. It may be signed by counsel or an equipplicant.	(Date) 8 70 7 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2 2			
Send your completed Application Form, including all required attachmen	ts as well as the required number of copies, to:			
Public Utilities Commission of Attention: Docketing Division 180 East Broad Street, Columbus, OH Or Make such filing electronically as directed in Cas	on 43215-3793			

AMENDMENT NO. 1

TO THE

INTERCONNECTION AGREEMENT

BETWEEN

FRONTIER NORTH INC.

AND

T-MOBILE CENTRAL, LLC. f/k/a Aerial Communications

This Amendment No. 1 (this "Amendment") shall be deemed effective on July 1, 2012 (the "Amendment Effective Date") by and between Frontier North, Inc formerly GTE North ("Frontier"), a Wisconsin corporation with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and T-Mobile Northeast, LLC ("T-Mobile"), with offices at 12920 SE 38th Street, Bellevue, Washington 98006. Frontier and T-Mobile 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 legal entity of Frontier North, Inc in the state of Ohio. (the "State").

WITNESSETH:

WHEREAS, Frontier and T-Mobile are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated January 14, 1998 (the "Agreement"); and

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. <u>Amendment to Agreement</u>. 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 <u>Capitalization</u>. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 <u>Counterparts</u>. 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 <u>Captions</u>. 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 <u>Joint Work Product</u>. 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 Frontier 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 <u>Amendments</u>. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 <u>Waivers.</u> 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. <u>IntraMTA Traffic.</u> Reciprocal compensation rates in this Agreement will be reduced or eliminated as provided in the *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* and in *FCC 11-189 Order on Reconsideration (rel. December 23, 2011)* as such order may be stayed, revised, reconsidered, changed or modified. When any such stay, revision, reconsideration, change or modification is effective, such action will be automatically incorporated into this Agreement. For clarity, reciprocal compensation, effective July 1, 2012, will be zero subject to any future stay, revision, reconsideration, change or modification of the *USF/ICC Transformation Order*.

4. Notices

4.1 All notices required under the Agreement for Frontier shall be sent to the contacts listed below and includes, but is not limited to, notice for legal, regulatory, billing, tax related documents, and insurance related documents.

Frontier Communications Attn: Director, Business Operations – Carrier Services 180 S. Clinton Ave Rochester, NY, 14646 With Copy to:

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

All notices required under the Agreement for T-Mobile shall be sent to the contacts listed below and includes, but is not limited to, notice for legal, regulatory, billing, tax related documents, and insurance related documents.

Director – Carrier Management 12920 SE 38th Street Bellevue, WA 98006

With Copy to: General Counsel 12920 SE 38th Street Bellevue, WA 98006

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

T-Mobile Central, LLC	Frontier North, Inc.
Ву:	By: ROCC
Printed: Bryan Fleming	Printed: Stephen Levan
Title: VP Technical Systems and Business Operations	Title: SVP, Carrier Sales and Service
Date: 6/27/12	Date: 7 - 2-4 . 12

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

8/10/2012 3:37:21 PM

in

Case No(s). 12-2279-TP-NAG

Summary: Application of Frontier North, Inc. for approval of an amendment to a negotiated interconnection agreement with T-Mobile Center, LLC electronically filed by Ms. Rachel G Winder on behalf of Frontier North, Inc.