

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 Frontier North Inc. for)
Approval of a Negotiated Amendment to an Interconnection)
Agreement with Time Warner Telecom of Ohio, LLC.)
Pursuant to Section 252 of the Telecommunications Act of)
1996

TRF Docket No. 90-_____

Case No. 12 - 2348 - **TP** - NAG

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

Name of Registrant(s) Frontier North Inc.

DBA(s) of Registrant(s) _____

Address of Registrant(s) 1300 Columbus Sandusky Rd N Marion, OH 43302

Company Web Address www.Frontier.com

Regulatory Contact Person(s) Rachel Winder Phone 6124-578-9999 Fax _____

Regulatory Contact Person's Email Address Rachel.winder@ftr.com

Contact Person for Annual Report Cassandra Cole Phone 740-383-0490

Address (if different from above) 1300 Columbus Sandusky Rd N Marion, OH 43302

Consumer Contact Information Cassandra Cole Phone 740-383-0490

Address (if different from above) 1300 Columbus Sandusky Rd N Marion, OH 43302

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.]

Notes:

Section I and II are Pursuant to Chapter [4901:1-6](#) OAC.

Section III – Carrier to Carrier is Pursuant to [4901:1-7](#) OAC, and Wireless is Pursuant to [4901:1-6-24](#) OAC.

Section IV – Attestation.

(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 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.

| 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 I – Part I - Common Filings

| | | | |
|--|--|---|--|
| Carrier Type <input type="checkbox"/> Other (explain below) | <input type="checkbox"/> For Profit ILEC | <input type="checkbox"/> Not For Profit ILEC | <input type="checkbox"/> CLEC |
| Change terms & conditions of existing BLES | <input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days) | <input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days) | <input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days) |
| Introduce non-recurring charge, surcharge, or fee to BLES | | | <input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days) |
| Introduce or Increase Late Payment | <input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days) | <input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days) | <input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days) |
| Revisions to BLES Cap. | <input type="checkbox"/> ZTA 1-6-14(F) (0 day Notice) | | |
| Introduce BLES or expand local service area (calling area) | <input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice) | <input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice) | <input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice) |
| Notice of no obligation to construct facilities and provide BLES | <input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice) | <input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice) | |
| Change BLES Rates | <input type="checkbox"/> TRF 1-6-14(F) (0 day Notice) | <input type="checkbox"/> TRF 1-6-14(F)(4) (0 day Notice) | <input type="checkbox"/> TRF 1-6-14(G) (0 day Notice) |
| To obtain BLES pricing flexibility | <input type="checkbox"/> BLS 1-6-14(C)(1)(c) (Auto 30 days) | | |
| Change in boundary | <input type="checkbox"/> ACB 1-6-32 (Auto 14 days) | <input type="checkbox"/> ACB 1-6-32 (Auto 14 days) | |
| Expand service operation area | | | <input type="checkbox"/> TRF 1-6-08(G) (0 day) |
| BLES withdrawal | | | <input type="checkbox"/> ZTA 1-6-25(B) (0 day Notice) |
| Other* (explain) _____ | | | |

Section I – Part II – Customer Notification Offerings Pursuant to Chapter [4901:1-6-7 OAC](#)

| Type of Notice | Direct Mail | Bill Insert | Bill Notation | Electronic Mail |
|--|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> 15-day Notice | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| <input type="checkbox"/> 30-day Notice | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |
| Date Notice Sent: | | | | |

Section I – Part III –IOS Offerings Pursuant to Chapter [4901:1-6-22 OAC](#)

| IOS | Introduce New | Tariff Change | Price Change | Withdraw |
|------------------------------|--------------------------|--------------------------|--------------------------|--------------------------|
| <input type="checkbox"/> IOS | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> | <input type="checkbox"/> |

Section II – Part I – Carrier Certification - Pursuant to Chapter [4901:1-6-08, 09 & 10 OAC](#)

| Certification | ILEC (Out of Territory) | CLEC | Telecommunications Service Provider Not Offering Local | CESTC | CETC |
|-------------------------|---|--|--|--|---|
| * See Supplemental form | <input type="checkbox"/> ACE 1-6-08 * (Auto 30- day) | <input type="checkbox"/> ACE 1-6-08 * (Auto 30 day) | <input type="checkbox"/> ACE 1-6-08 * (Auto 30 day) | <input type="checkbox"/> ACE 1-6-10 (Auto 30 day) | <input type="checkbox"/> UNC 1-6-09 * (Non-Auto) |

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

Section II – Part II – Certificate Status & Procedural

| Certificate Status | ILEC | CLEC | Telecommunications Service Provider Not Offering Local |
|--|--|--|--|
| Abandon all Services | | <input type="checkbox"/> ABN 1-6-26 (Auto 30 days) | <input type="checkbox"/> ABN 1-6-26 (Auto 30 days) |
| Change of Official Name * | <input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days) | <input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days) | <input type="checkbox"/> CIO 1-6-29(C) (0 day Notice) |
| Change in Ownership * | <input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days) | <input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days) | <input type="checkbox"/> CIO 1-6-29(C) (0 day Notice) |
| Merger * | <input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days) | <input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days) | <input type="checkbox"/> CIO 1-6-29(C) (0 day Notice) |
| Transfer a Certificate * | <input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days) | <input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days) | <input type="checkbox"/> CIO 1-6-29(C) (0 day Notice) |
| Transaction for transfer or lease of property, plant or business * | <input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days) | <input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days) | <input type="checkbox"/> CIO 1-6-29(C) (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 an approved agreement | <input 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) |
| Request rural carrier exemption, rural carrier suspension or modification | <input type="checkbox"/> UNC 1-7-04 or 05 (Non-Auto) | |
| Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights-of-Way. | <input type="checkbox"/> UNC 1-7-23(B) (Non-Auto) | |
| | | |
| Wireless Providers See 4901:1-6-24 | <input type="checkbox"/> RCC [Registration & Change in Operations] | <input type="checkbox"/> NAG [Interconnection Agreement or |

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.

☐ 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 signed by counsel or an officer of the applicant, or an authorized agent of the applicant.

VERIFICATION

I, Rachel Winder, verify that I have utilized the Telecommunications Filing Form for most 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) Rachel A. Winder, State Manager (Date) 8-20-12

*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.

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

AMENDMENT NO. TWO
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
FRONTIER NORTH f/k/a VERIZON NORTH INC.

AND

tw telecom of ohio llc

This Amendment No. Two (this "Amendment") shall be deemed effective July 1, 2012 (the "Amendment Effective Date") by and between Frontier North Inc. f/k/a Verizon North Inc., a Wisconsin corporation ("Frontier") with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and **tw telecom of ohio llc** ("TWTC"), a Delaware limited liability company with offices at 10475 Park Meadows Dr. Littleton, CO 80124. Frontier and TWTC 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. for the state of Ohio (the "State").

WITNESSETH:

WHEREAS, Frontier and TWTC are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"); 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. **Amendment to Agreement.** 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 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 Counterparts. 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 Captions. 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 Joint Work Product. 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 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. 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. Reciprocal Compensation. Reciprocal compensation rates in this Agreement will be phased down as provided in the *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* as such order may be revised, reconsidered, modified or changed in the future. When any such revisions, reconsiderations, modifications or changes are effective, such action shall be automatically incorporated into the Agreement. For clarity, Reciprocal compensation rates are capped effective immediately and subject to reductions pursuant to the FCC's Reform Timeline as outlined in paragraph 801 of FCC 11-161, or as such Reform Timeline may be revised, reconsidered, modified or changed in the future.
4. VoIP Traffic. VoIP Traffic exchanged pursuant to this Agreement will be governed by the default provisions of *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* as such order may be revised, reconsidered, modified or changed in the future. When such revisions, reconsiderations, modifications or changes are effective, such provisions shall be automatically incorporated into this Agreement. For clarity, and subject to any future revisions, reconsiderations, modifications or changes in the *USF/ICC Transformation Order*, toll VoIP-PSTN traffic terminated to a Party is subject to such Party's applicable tariff or price list, billing, and interstate access charges, and other VoIP-PSTN traffic terminated to a Party is subject to the reciprocal compensation provisions of this Agreement. The Parties agree toll traffic that is originated as PSTN traffic and terminated VoIP is still under review by the FCC as to the appropriate jurisdiction to bill: ie intrastate or interstate access. The Parties agree to automatically incorporate those changes into this Agreement pursuant to this Section 4.

5. IntraLATA Toll Traffic. Intra LATA Toll Traffic will be billed in accordance with each Party's applicable Interstate or Intrastate tariff or Price List and will transition according to the provisions of the *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* as such order may be revised, reconsidered, modified or changed in the future. When such revisions, reconsiderations, modifications or changes are effective, such provisions shall be automatically incorporated into this Agreement.

6. Whenever the Parties cannot agree on the interpretation of the effective revisions, reconsiderations, modifications or changes that are to be or are automatically incorporated into this Agreement, either Party may invoke the Dispute Resolution procedures contained in the Agreement.

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

tw telecom of ohio llc
By: tw telecom holdings inc.,
its sole member

By: Tina Davis

Printed: Tina Davis

Title: Sr. Vice President & Deputy
General Counsel

Date: 6/29/12

Frontier North Inc.

By: 

Printed: Stephen LeVan

Title: SVP, Carrier Sales and Service

Date: 7-27-12

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

8/20/2012 11:12:36 AM

in

Case No(s). 12-2348-TP-NAG

Summary: Application for Approval of a Negotiated Amendment to an Interconnection Agreement with Time Warner Telecom of Ohio, LLC. electronically filed by Ms. Rachel G Winder on behalf of Frontier North, Inc.