# 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 not replace or super	•	k boxes with rule references for the m sion rules in any way.	ost common types of filings. It does
In the Matter of the Application of Frontier North Inc. for Approval of an Amendment to the Interconnection Agreement between Frontier North and Super-Net, Inc.	) ) )	TRF Docket No. 90- Case No. <u>13 - 1385 - <b>TP</b> -</u> NOTE: Unless you have reserved a C BLANK.	NAG
Name of Registrant(s) Frontier North Inc.			
DBA(s) of Registrant(s)			
Address of Registrant(s) 1300 Columbus Sandusky Rd N M	arion, OH 4	<u>3302</u>	
Company Web Address www.Frontier .com			
Regulatory Contact Person(s) Rachel Winder		Phone <u>614-578-9999</u>	Fax
Regulatory Contact Person's Email Address Rachel.winde	er@ftr.com_		
Contact Person for Annual Report Cassandra Cole			Phone <u>740-383-0490</u>
Address (if different from above)1300 Columbus Sandus	sky Rd N M	arion, OH 43302	
Consumer Contact Information Cassandra Cole			Phone <u>740-383-0490</u>
Address (if different from above) <u>1300 Columbus Sandusky</u>	_	on, OH 43302	
Motion for protective order included with filing? Yes Motion for waiver(s) filed affecting this case? Yes		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  $\underline{4901:1-7}$  OAC, and Wireless is Pursuant to  $\underline{4901:1-6-24}$  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 <u>www.puco.ohio.gov</u> 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:
А	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 I – Part I - Common Filings

Carrier Type Other (explain below)	For Profit ILEC	<b>Not For Profit ILEC</b>	
Change terms & conditions of existing BLES	ATA <u>1-6-14(H)</u> (Auto 30 days)	ATA <u>1-6-14(H)</u> (Auto 30 days)	ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			ATA <u>1-6-14(H)</u> (Auto 30 days)
Introduce or Increase Late Payment	ATA <u>1-6-14(1)</u> (Auto 30 days)	ATA <u>1-6-14(1)</u> (Auto 30 days)	ATA <u>1-6-14(1)</u> (Auto 30 days)
Revisions to BLES Cap.	$\Box ZTA 1-6-14(F)$ (0 day Notice)		
Introduce BLES or expand local service area (calling area)	ZTA <u>1-6-14(H)</u> (0 day Notice)	$\Box ZTA 1-6-14(H)(0 day Notice)$	$\Box ZTA 1-6-14(H)(0 day Notice)$
Notice of no obligation to construct facilities and provide BLES	ZTA <u>1-6-27(C)</u> (0 day Notice)	ZTA <u>1-6-27(C)</u> (0 day Notice)	
Change BLES Rates	$\Box \text{ TRF } \underline{1-6-14(F)}$ (0 day Notice)	$\Box \text{ TRF } \underline{1-6-14(F)(4)} \\ (0 \text{ day Notice})$	TRF <u>1-6-14(G)</u> (0 day Notice)
To obtain BLES pricing flexibility	BLS 1-6-14     (C)(1)(c)     (Auto 30 days)		
Change in boundary	ACB <u>1-6-32</u> (Auto 14 days)	ACB <u>1-6-32</u> (Auto 14 days)	
Expand service operation area	• • •		$\Box \text{ TRF } 1-6-08(G)(0 \text{ day})$
BLES withdrawal			$\Box ZTA 1-6-25(B)$ (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
15-day Notice				
30-day Notice				
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

# 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 <u>1-6-08</u>	ACE <u>1-6-08</u>	ACE <u>1-6-</u> 08	ACE <u>1-6-</u> 10	UNC <u>1-6-</u> 09
form	* (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

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
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)	$\square ACO 1-6-29(E)$ (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)	CIO <u>1-6-29(C)</u> (0 day Notice)
Transfer a Certificate *	ATC <u>1-6-29(B)</u> (Auto 30 days)	$\Box \text{ ATC } \underline{1-6-29(B)}$ (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)

\* 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)
Request for Arbitration	ARB <u>1-7-09</u> (Non-Auto)	ARB <u>1-7-09</u> (Non-Auto)
Introduce or change c-t-c service tariffs,	ATA <u>1-7-14</u> (Auto 30 day)	ATA <u>1-7-14</u> (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	UNC <u>1-7-04</u> or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	$\bigcup \text{UNC } 1-7-23(B)$ (Non-Auto)	
Wireless Providers See <u>4901:1-6-24</u>	RCC [Registration & Change in Operations]	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 Oh imply Commission approval and that the Commission's rules as modified contradictory provisions in our tariff. We will fully comply with the rules of t can result in various penalties, including the suspension of our certificate to ope	and clarified from time to time, supersede any he state of Ohio and understand that noncompliance
I attest that customer notices accompanying this filing form were sent to affe accordance with Rule 4901:1-6-7, Ohio Administrative Code.	ected 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	(Date)
• This affidavit is required for every tariff-affecting filing. It may be sig	ned by counsel or an officer of the applicant, or an

authorized agent of the applicant.

## VERIFICATION

I, Rachel G. 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)/s/ Rachel G. Winder, State Manager, Government and Regulatory Affairs (Date) June 14, 2013 \*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 0r Make such filing electronically as directed in Case No 06-900-AU-WVR

#### **AMENDMENT NO. 1**

#### TO THE

## INTERCONNECTION AGREEMENT

#### BETWEEN

#### FRONTIER NORTH INC.

#### AND

#### SUPER-NET, INC

This Amendment No. 1 (this "Amendment") shall be deemed effective on November 1, 2011 (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 Super-Net, Inc. ("Super-Net"), a Ohio corporation with offices at 814 Cable Court, N.W., Massillon, OH 44648. Frontier and Super-Net 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 Frontier North Inc. in the state of Ohio (the "State").

#### WITNESSETH:

WHEREAS, Frontier and Super-Net are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated October 29, 2004 (the "Agreement"); and

WHEREAS, Super-Net has requested that the Parties amend the Agreement to address the matters set forth herein.

**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 <u>Conflict Between this Amendment and the Agreement</u>. 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 <u>Section 2</u>.

- 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 <u>Scope of Amendment</u>. 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. The Pricing Attachment of the Agreement is modified as follows;

Directory Listing Service Order Charge

\$1.66

This charge applies to all standalone DL orders submitted by Super-Net to Frontier.

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

Super-Net, Inc. ahne Lary By:

Frontier North Inc. Õ <u>By:</u>

Printed: Gary Johns

Title: Project Manager

Title: SVP, Carrier Sales and Service

Printed: Stephen LeVan

Date: 08/11/2012

Date: 6.1.13

# This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

6/14/2013 1:20:05 PM

in

Case No(s). 13-1385-TP-NAG

Summary: Application of Frontier North Inc. for Approval of an Amendment to the Interconnection Agreement between Frontier North and Super-Net, Inc. electronically filed by Ms. Rachel G Winder on behalf of Frontier North, Inc.