August 28, 2014

Ms. Barcy F. McNeal, Secretary

Public Utilities Commission of Ohio

180 E. Broad Street

Columbus, OH 43215-3793

Re: Case No. 14-1525-TP-NAG

Dear Ms. McNeal:

Frontier North, Inc. is hereby submitting the attached Amendment 1 to the Agreement with Zayo Group, LLC (including the former Zayo Bandwidth, LLC which was merged with Zayo Group, LLC on June 30, 2011) pursuant to Section 252 of the Telecommunications Act of 1996. The application for approval of the initial Agreement was filed March 26, 2010 in Case No. 10-0401-TP-NAG.

If you have any questions, feel free to contact me at 740-383-0490.

Sincerely,

/s/ Cassandra Cole

Cassandra Cole - Manager

Frontier Communications

1300 Columbus Sandusky Rd. N.

Marion, OH 43302

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 an Amendment to a Negotiated Interconnection Agreement with Zayo Group, LLC)

TRF Docket No. 90-

Case No. 14-1525-**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) Cassandra Cole Phone 740-383-0490 Fax 740-548-4889

Regulatory Contact Person's Email Address 1300 Columbus Sandusky Rd. N., Marion, OH 43302

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

Address (if different from above) _____

Consumer Contact Information Cassandra Cole Phone 740-383-0490

Address (if different from above) _____

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

Motion for waiver(s) filed affecting this case? ☐ Yes X 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 ☐ **Other** (explain below)	☐ **For Profit ILEC**	☐ **Not For Profit ILEC**	☐ **CLEC**
Change terms & conditions of existing BLES	☐ 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 charge, surcharge, or fee to BLES			☐ ATA *1-6-14(H)* (Auto 30 days)
Introduce or Increase Late Payment	☐ ATA *1-6-14(I)* (Auto 30 days)	☐ ATA *1-6-14(I)* (Auto 30 days)	☐ ATA *1-6-14(I)* (Auto 30 days)
Revisions to BLES Cap.	☐ ZTA *1-6-14(F)* (0 day Notice)		
Introduce BLES or expand local service area (calling area)	☐ ZTA *1-6-14(H)* (0 day Notice)	☐ ZTA *1-6-14(H)* (0 day Notice)	☐ ZTA *1-6-14(H)* (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	☐ ZTA *1-6-27(C)* (0 day Notice)	☐ ZTA *1-6-27(C)* (0 day Notice)	
Change BLES Rates	☐ TRF *1-6-14(F)* (0 day Notice)	☐ TRF *1-6-14(F)(4)* (0 day Notice)	☐ TRF *1-6-14(G)* (0 day Notice)
To obtain BLES pricing flexibility	☐ BLS *1-6-14 (C)(1)(c)* (Auto 30 days)		
Change in boundary	☐ ACB *1-6-32* (Auto 14 days)	☐ ACB *1-6-32* (Auto 14 days)	
Expand service operation area			☐ TRF *1-6-08(G)(0 day)*
BLES withdrawal			☐ 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**
☐ IOS	☐	☐	☐	☐

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	☐ ACE *1-6-08* * (Auto 30- day)	☐ ACE *1-6-08* *(Auto 30 day)	☐ ACE *1-6-08* *(Auto 30 day)	☐ ACE *1-6-10* (Auto 30 day)	☐ 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		☐ ABN *1-6-26* (Auto 30 days)	☐ ABN *1-6-26* (Auto 30 days)
Change of Official Name *	☐ ACN *1-6-29(B)* (Auto 30 days)	☐ ACN *1-6-29(B)* (Auto 30 days)	☐ CIO *1-6-29(C)* (0 day Notice)
Change in Ownership *	☐ ACO *1-6-29(E)* (Auto 30 days)	☐ ACO *1-6-29(E)* (Auto 30 days)	☐ CIO *1-6-29(C)* (0 day Notice)
Merger *	☐ AMT *1-6-29(E)* (Auto 30 days)	☐ AMT *1-6-29(E)* (Auto 30 days)	☐ CIO *1-6-29(C)* (0 day Notice)
Transfer a Certificate *	☐ ATC *1-6-29(B)* (Auto 30 days)	☐ ATC *1-6-29(B)* (Auto 30 days)	☐ CIO *1-6-29(C)* (0 day Notice)
Transaction for transfer or lease of property, plant or business *	☐ ATR *1-6-29(B)* (Auto 30 days)	☐ ATR *1-6-29(B)* (Auto 30 days)	☐ 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	**X** NAG *1-7-07* (Auto 90 day)	☐ NAG *1-7-07* (Auto 90 day)
Request for Arbitration	☐ ARB *1-7-09* (Non-Auto)	☐ ARB *1-7-09* (Non-Auto)
Introduce or change c-t-c service tariffs,	☐ ATA *1-7-14* (Auto 30 day)	☐ ATA *1-7-14* (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	☐ UNC*1-7-04 or 05* (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights-of-Way.	☐ UNC *1-7-23(B)* (Non-Auto)	
Wireless Providers See 4901:1-6-24	☐ 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 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, Cassandra Cole 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/ Cassandra Cole, Regulatory Manager (Date) 8-28-2014

**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

DocuSign Envelope ID: 9AB22FA6-D44D-4A44-8109-8B09DE43E4B3

AMENDMENT NO. (1)

TO THE

INTERCONNECTION AGREEMENT

BETWEEN

FRONTIER NORTH INC. f/k/a VERIZON NORTH INC.

AND

ZAYO GROUP, LLC (including the former ZAYO BANDWIDTH, LLC, which was merged into Zayo Group, LLC on June 30, 2011.)

This Amendment No. (1) (this "Amendment") shall be deemed effective upon signature of both Parties (the "Amendment Effective Date") by and between Frontier North Inc. ("Frontier"), f/k/a Verizon North Inc., a Wisconsin corporation with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and Zayo Group, LLC ("Zayo"), a Delaware limited liability company with offices at 1805 29th Street, Suite 2050, Boulder, CO 80301. Frontier and Zayo 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 Zayo are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated February 5, 2010 (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. 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 or a Frontier Tariff.

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. Upon following the Amendment effective date, 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. For clarity, Reciprocal compensation rates are capped 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. The attached "Exhibit A" defines the Intercarrier Compensation Reform Rate Reductions.

4. VoIP Traffic. Upon following the Amendment effective date, 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. For clarity, and subject to any future revisions, reconsiderations, modifications or changes in the *USF/ICC Transformation Order,* interexchange VoIP-originated traffic terminated to either Party is subject to interstate access charges, and local VoIP-originated traffic terminated to either Party is subject to the reciprocal compensation provisions of this Agreement. The Parties agree access charges will comply with all FCC mirroring and default phase-down requirements.

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

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

Zayo Group, LLC

By: DocuSigned by: Christopher Yost 05CA06D622AE4D2...

Printed: Christopher Yost

Title: General Counsel

Date: 7/25/2014

Frontier North Inc.

By: S. LeVan

Printed: Stephen LeVan

Title: SVP, Carrier Sales and Service

Date: 8.26.14

DocuSign Envelope ID: 9AB22FA6-D44D-4A44-8109-8B09DE43E4B3

EXHIBIT A

INTERCARRIER COMPENSATION REFORM RATE REDUCTIONS

EFFECTIVE DATE	FRONTIER TANDEM ROUTED	FRONTIER END OFFICE ROUTED
7/1/14	.00401652	.00290110
7/1/15	.00225578	.00179890
7/1/16	.0007	.0007
7/1/17	.0007	Bill and Keep
7/1/18	Bill and Keep	Bill and Keep

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

8/28/2014 1:25:03 PM

in

Case No(s). 14-1525-TP-NAG

Summary: Application approval of an amendment of a previosuly filed interconnection agreement between Frontier North, Inc and Zayo Group, LLC electronically filed by Ms. Cassandra F Cole on behalf of Frontier North Inc.