The Public Utilities Commission of Ohio TELECOMMUNICATIONS FILING FORM (Effective: 10-11-2017)

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.	
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) (TRF	Do

)

)

to approve an Amendment to an Interconnection Agreement Communication Venture Corporation d/b/a INdigital Telecom

)	TRF Docket No.	90 -
)	Care No. 19	1950

Case No. 18 - 1859 - TP - NAG

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

Name of Registrant(s) Frontier N	iorth Inc	- <u></u> -	
DBA(s) of Registrant(s)			
Address of Registrant(s) 1300 Co	olumbus Sandusky Rd N Marion, OH 433	02	
Company Web Address www.Fro	ontier.com		
Regulatory Contact Person(s) Cas	ssandra Cole	Phone 740-360-0696	Fax
Regulatory Contact Person's Email	Address cassandra.cole@ftr.com		
Contact Person for Annual Report	Cassandra Cole		Phone 740-360-0696
Address (if different from above)			
Consumer Contact Information	Cassandra Cole		Phone 740-360-0696
Address (if different from above)			

Motion for protective order included with filing? \Box Yes \blacksquare No Motion for waiver(s) filed affecting this case? \Box Yes \blacksquare No [Note: Waivers may toll any automatic timeframe.]

Notes:

Section I and II are Pursuant to Ohio Administrative Code $\underline{4901:1-6}$. Section III – Carrier to Carrier is Pursuant to Ohio Adm.Code $\underline{4901:1-7}$, and Wireless is Pursuant to Ohio Adm.Code $\underline{4901:1-6-24}$. 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 Adm.Code Chapter 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the PUCO may be obtained from the PUCO's website at <u>www.PUCO.ohio.goy</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 PUCO.

(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.
Ċ	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 <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(l)</u> (Auto 30 days)	□ ATA <u>1-6-14(1)</u> (Auto 30 days)
Revisions to BLES Cap	□ ZTA <u><i>l_6-14(l')</i></u> (0 day Notice)		-
Introduce BLES or expand local service area (calling area)	[] ZTA <u>1-6-1J(H)</u> (0 day Notice)	□ ZTA <u>1-6-14(H)</u> (0 day Notice)	□ ZTA <u>1-6-14(H)</u> (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	□ ZTA <u>1-6-37(C)</u> (0 day Notice)	(0 day Notice)	
Change BLES Rates	□ TRF <u>1-6-14(f)</u> (0 day Notice)	□ TRF <u>1-6-14(F)(4)</u> (0 day Notice)	☐ TRF <u>1-6-1-1(G)</u> (0 day Notice)
To obtain BLES pricing flexibility	BLS <u>1-6-14(C)(1)(c)</u> (Auto 30 days)		
Change in boundary	ACB <u>1-6-32</u> (Auto 14 days)	ACB <u>1-6-32</u> (Auto 14 da ys)	
Expand service operation area			TRF <u>1-6-08(G)</u> (0 day
BLES withdrawal			ZTA <u>1-6-25(B)</u> (0 day Notice)

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

TOS	Introduce New	Tariff Change	Price Change	Withdraw
08				

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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	□ ACE <u>1-6-08</u>	□ ACE <u>1-6-08</u>	□ ACE <u>1-6-08</u>	☐ ACE <u>1-6-10</u>	□UNC <u>1-6-09</u>
form	* (Auto 30- day)	*(Auto 30 day)	*(Auto 30 day)	(Auto 30 day)	*(Non-Auto)

*Supplemental Certification forms can be found on the PUCO webpage.

Section II - Part II - Certificate Status & Procedural

Certificate Status	ILEC	CLEC	Telecommunications Service Provider Not Offering Local
Abandon all Services		□ ABN <u><i>i</i>-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>	□ ACN <u>1-6-29(R)</u>	CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
Change in Ownership *	□ACO <u>1-6-29(E)</u>	☐ ACO <u>1-6-29(F)</u>	□ CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
Merger *	AMT <u>1-6-29(E)</u>	AMT <u>1-6-29/E</u>	CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
Transfer a Certificate *	ATC <u>1-6-29(B)</u>	ATC <u>1-6-29/B)</u>	CIO <u>1-6-29(C)</u>
	(Auto 30 days)	(Auto 30 days)	(0 day Notice)
Transaction for transfer or lease of property, plant or business *	ATR <u>1-6-29(B)</u>	□ ATR <u>1-6-29/B}</u>	CIO <u>1-6-29/C)</u> •
	(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 PUCO's webpage 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	Auto 90 day)	□ NAG <u>1-7-07</u> (Auto 90 day)
Request for Arbitration	(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 days)	☐ ATA <u>1-7-14</u> (Auto 30 days)
Request rural carrier exemption, rural carrier suspension or modification	□ UNC <u>1-7-04</u> or 05 (Non-Auto)	4
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way. (13-579-AU-ORD 11/30/16 Entry)	□ ATA <u>1-3-04</u> (Auto 60 days)	
Wircless Providers See <u>4901:1-6-24</u>	RCC [Registration & Change in Operations] (0 day)	□ NAG [Interconnection Agreement or Amendment] (Auto 90 days)

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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, Frontier North Inc.

, and am authorized to make this stalement on its behalf.

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(Name)

Please check ALL that apply:

 \Box 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 11, in accordance with Ohio Adm.Code 4901:1-6-7.

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

1, , 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 Date (2,20 Title

*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,

File document electronically as directed in case number 06-900-AU-WVR or

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

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AMENDMENT NO. 1

TO THE

INTERCONNECTION AGREEMENT

BETWEEN

FRONTIER NORTH INC.

AND

COMMUNICATIONS VENTURE CORPORATION D/B/A INDIGITAL TELECOM

This Amendment No. 1 (this "Amendment") shall be deemed effective on August 1, 2018 (the "Amendment Effective Date") by and between Frontier North Inc. ("Frontier"), a Wisconsin corporation with offices at 401 Merritt 7, Norwalk, CT 06851, and Communications Venture Corporation d/b/a INdigital Telecom ("INdigital"), an Indiana corporation with offices at 1616 Directors Row, Fort Wayne IN 46808. Frontier and INdigital 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 State of Ohio (the "State").

WITNESSETH:

WHEREAS, Frontier and INdigital are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") effective June 14, 2013 (the "Agreement"); and

WHEREAS, INdigital 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 or a Frontier Tariff.
 - 1.1 The following language will replace 2.26 in the Glossary.
 - 2.26 Controlling 911 Authority.

The duly authorized federal, state, county or local government agency empowered by law to oversee the 911/E-911 services, operations and systems within a defined jurisdiction.

- 1.2 The following language will replace the same sections as numbered in the 911 Attachment.
 - 3.1 Each Party may, in accordance with Applicable Law, interconnect to the other Party's 9-1-1/E9-1-1 Tandem Office(s)/Selective Router(s) at a mutually agreed upon Frontier interface point(s) on Frontier's

network for the routing of 9-1-1 calls to the designated Public Safety Answering Point(s) (PSAP).

- 3.2 In order to interconnect with the other Party for the transmission and routing of 9-1-1/E9-1-1 Calls to the other Party's Controlling 9-1-1 Authority, each Party shall:
 - 3.2.1 interconnect with each of the other Party's or other 9-1-1 Service Provider's 9-1-1/E9-1-1 Tandem Office(s)/Selective Router(s), as needed, via mutually agreed upon interface point(s) on Frontier's network or other 9-1-1 Service Provider's interface point(s) on Frontier's network;
 - 3.2.2 provide a minimum of two (2) one-way outgoing 9-1-1/E9-1-1 trunks over diversely routed facilities, where technically feasible or as required by Applicable Law or the Controlling 9-1-1 Authority, that are dedicated for originating 9-1-1/E9-1-1 Calls from the Party's switch to each of the other Party's or other 9-1-1 Service Provider's designated 9-1-1/E9-1-1 Tandem Office(s)/Selective Router(s) via mutually agreed upon interface point(s) on Frontier's network or other 9-1-1 Service Provider's interface point(s) on Frontier's network;
 - 3.2.3 [Intentionally Left Blank];
 - 3.2.4 provide and maintain sufficient trunks and facilities to route 9-1-1/E9-1-1 Calls, as required by Applicable Law or the Controlling 9-1-1 Authority, from a Party to the other Party's or other 9-1-1 Service Provider's designated 9-1-1/E9-1-1 Tandem Office(s)/Selective Router(s) via the mutually agreed upon interface point(s) on Frontier's network or other 9-1-1 Service Provider's interface point(s) on Frontier's network. Each Party is responsible for requesting that its trunks and facilities be routed diversely for 9-1-1/E9-1-1 interconnection. If required by the 9-1-1/E9-1-1 Customer, diverse 9-1-1 trunks shall be ordered in the same fashion as the primary 9-1-1 trunks. Each Party is responsible for initiating trunking orders or requesting that a 3rd party 9-1-1 Service Provider initiate orders and providing the facilities for diverse routes for 9-1-1 interconnection, as required by Applicable Law or the Controlling 9-1-1 Authority where technically and economically feasible;
 - 3.2.5 determine the proper quantity of trunks and facilities from a Party's switch(es) to the other Party's or other 9-1-1 Service Provider's 9-1-1/E9-1-1 Tandem Office(s)/ Selective Router(s) or Frontier interface point(s) as required by Applicable Law or the Controlling 9-1-1 Authority;
 - 3.2.6 engineer its 9-1-1/E9-1-1 trunks and facilities to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or at such other minimum grade of service as required by Applicable Law or the Controlling 9-1-1 Authority;
 - 3.2.7 monitor its 9-1-1/E9-1-1 trunks and facilities for the purpose of

determining originating network traffic volumes. If a Party's traffic study indicates that additional trunks and/or facilities are needed to meet the current level of 9-1-1/E9-1-1 Call volumes to a P.01 grade of service, that Party shall order or otherwise provide adequate additional trunks and/or facilities;

- 3.2.8 promptly test all 9-1-1/E9-1-1 trunks and facilities between each Party's network and the other Party's or other 9-1-1 Service Provider's 9-1-1/E9-1-1 Tandem Office(s)/Selective Router(s) or Frontier interface point(s) to assure proper functioning of the 9-1-1/E9-1-1 network. Neither Party shall transmit or route live 9-1-1/E9-1-1 calls until successful testing is completed; and
- 3.2.9 isolate, coordinate and restore all 9-1-1/E9-1-1 network maintenance problems from its switch(es) to the other Party's or other 9-1-1 Service Provider's 9-1-1/E9-1-1 Tandem Office(s)/Selective Router(s) or Frontier interface point(s). Each Party shall advise the other Party of the circuit/trunk identification, where available, when notifying that Party of a failure or outage.

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. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 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.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

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

COMMUNICATIONS VENTURE CORPORATION D/B/A INDIGITAL TELECOM

ву: _(1.the RWLEY
Printed:	Jonathan Whitledge
Title:	CFO

FRONTIER NORTH INC.

D-C ву: _//

Printed: Michael Daniel

Title: SVP, Carrier Services

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

12/21/2018 1:19:41 PM

in

Case No(s). 18-1859-TP-NAG

Summary: Application AMENDMENT TO INTERCONNECTION AGREEMENT WITH VENTURE CORPORATION D/B/A INDIGITAL electronically filed by Ms. Cassandra F Cole on behalf of Frontier North Inc.