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) TRF Docket No. 90 -
to	Case No TP - 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) 224 W Exchange, Owosso, MI 488	67
Company Web Address www.frontier.com	
Regulatory Contact Person(s) Bob Stewart	Phone 517-927-0711 Fax
Regulatory Contact Person's Email Address robert.e.stewart@	in the second se
Contact Person for Annual Report Bob Stewart	Phone 517-927-0711
Address (if different from above)	
Consumer Contact Information Bob Stewart	Phone 517-927-0711
Address (if different from above)	
Motion for protective order included with filing? ☐ Yes ☑ No Motion for waiver(s) filed affecting this case? ☐ Yes ☑ No	

Notes:

Section I and II are Pursuant to Ohio Administrative Code 4901:1-6.

Section III – Carrier to Carrier is Pursuant to Ohio Adm.Code <u>4901:1-7</u>, and Wireless is Pursuant to Ohio Adm.Code <u>4901:1-6-24</u>. 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 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 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:
Α	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	For Profit ILEC		rofit ILEC	CLEC	
Change terms & conditions of ex BLES		A <u>1-6-14(H)</u> 30 days)	ATA <u>1-6-14(H)</u> (Auto 30 days)		☐ ATA <u><i>1-6-14(H)</i></u> (Auto 30 days)	
Introduce non-recurring charge, or fee to BLES	surcharge,				☐ ATA <i><u>1-6-14(H)</u></i> (Auto 30 days)	
Introduce or Increase Late Paym					☐ ATA <u>1-6-14(1)</u> (Auto 30 days)	
Revisions to BLES Cap		\ <u>1-6-14(F)</u> Notice)				
Introduce BLES or expand local (calling area)		A <u>1-6-14(H)</u> Notice)	ZTA <u>1-6-1</u> (0 day Notice)		□ ZTA <u>1-6-14(H)</u> (0 day Notice)	
Notice of no obligation to constrand provide BLES		A <u>1-6-27(C)</u> Notice)	ZTA <u>1-6-2</u> (0 day Notice)			
Change BLES Rates		F <u>1-6-14(F)</u> Notice)	☐ TRF <u>1-6-1</u> (0 day Notice	4(F)(4)	☐ TRF <u>1-6-14(G)</u> (0 day Notice)	
To obtain BLES pricing flexibili		S <u>1-6-14(C)(1)(c)</u> 30 days)				
Change in boundary		B <u>1-6-32</u> 14 days)	ACB <u>1-6-3</u> (Auto 14 days	<u>12</u>		
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)	
Other* (explain) Section I – Part II – Custo	mer Notification (Offerings Pursu	ant to Chapt	er 4901:1-6-	7 OAC	
Type of Notice	Direct Mail	Bill Inse	rt Bi	ill Notation	Electronic Mail	
☐ 15-day Notice						
☐ 30-day Notice						
Date Notice Sent:						
Section I – Part III –IOS C	Offerings Pursuan	t to Chapter 490)1:1-6-22 OA	vC		
IOS	Introduce New	Tariff Cha	nge Pr	ice 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 <u>1-6-08</u> * (Auto 30- day)	ACE <u>1-6-08</u> *(Auto 30 day)	☐ ACE <u>1-6-08</u> *(Auto 30 day)	☐ ACE <u>1-6-10</u> (Auto 30 day)	□ UNC <u>1-6-09</u> *(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>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>	☐ ACN <u>1-6-29(B)</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(E)</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	☑ NAG <u>1-7-07</u> (Auto 90 day)	□ NAG <u>1-7-07</u> (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 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)	
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)	
Wireless Providers See 4901:1-6-24	RCC [Registration & Change in Operations] (0 day)	☐ NAG [Interconnection Agreement or Amendment] (Auto 90 days)

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 Ohio Adm. Code 4901:1-6-7. I declare under penalty of perjury that the foregoing is true and correct. Executed on at (Location)_____ (Date) *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, , 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. Digitally signed by Robert Robert E. *Signature and

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

*Verification is required for every filing. It may be signed by counsel or an officer of the applicant, or an authorized agent of the

Date

Date: 2020.06.30 15:47:38

Stewart

Title

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

AMENDMENT

TO THE

INTERCONNECTION AGREEMENTS

BETWEEN

FRONTIER

AND

COMCAST

This Amendment ("Amendment") deemed effective on upon signature of the Parties (the "Amendment Effective Date") amends each of the Interconnection Agreements (each, the "Agreement", collectively, the "Interconnection Agreements") by and between each of the Frontier incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Frontier") and each of the Comcast wireline competitive local exchange carrier ("CLEC") affiliates, individually or collectively "Comcast"). Frontier and Comcast may be referred to individually as a "Party" and collectively as the "Parties." Exhibit A hereto lists, to the best of the Parties knowledge, the Interconnection Agreements in effect as of the Effective Date. The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended. This Amendment covers only the services addressed in this Amendment that Frontier provides in its operating territory in the states listed in Exhibit A.

RECITALS

- A. Frontier and Comcast, whether as original parties or as a result of Comcast's adoption of an agreement pursuant to 252(i) of the Communications Act of 1934 as amended (the "Act"), are Parties to an interconnection agreement under Section 251 and 252 of the Act (such interconnection agreement, as amended to date, being referred to as the "Agreement"); and
- B. The Federal Communications Commission ("FCC") issued its Memorandum Opinion and Order, WC Docket Nos. 18-141 et al. (rel. Aug. 2, 2019) ("UNE Loop-Resale Order") and Report and Order on Remand and Memorandum Opinion Order, WC Docket Nos. 18-141 et al. (rel. July 12, 2019) ("UNE Transport Forbearance Order") (with the UNE Loop-Resale Order and the UNE Transport Forbearance Order being collectively referred to as the "FCC Forbearance Orders");
- C. The Parties, each without waiving any rights or arguments it may have with respect to whether an amendment is required to effectuate the FCC Forbearance Orders under the terms of the Agreements, wish to amend the Agreements as set forth in this Amendment; and
- D. The Parties wish to amend the Agreements in accordance with the FCC Forbearance Orders and agree to do so under the terms and conditions contained in this Amendment.

AGREEMENT

In consideration of the mutual promises contained in this Amendment, the receipt and sufficiency of which the Parties acknowledge, the Parties agree as follows:

- 1. 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 notwithstanding any other term or condition of the Agreement or a Frontier tariff.
- Discontinuance of Wholesale Discount for Resale Services
 - 2.1 As of February 2, 2020, Frontier will not provide to Comcast any new Telecommunication Service for resale at a wholesale discount.
 - 2.1.1 Resale services ordered by Comcast on or before February 1, 2020, are grandfathered at the wholesale rate in effect on the Amendment Effective Date for a transition period until the earlier of: (a) August 2, 2022; or (b) the date on which the resold Telecommunications Service is discontinued by Comcast or is terminated by Frontier for any reason permitted under the Agreement, a Frontier tariff or applicable law. Grandfathered resale services are available only to the same extent as available on February 1, 2020, including only to the same End User with the same functionality at the same End User's existing location.
 - 2.1.2 On and after August 2, 2022, Frontier shall charge, and Comcast shall pay the applicable retail price for all Comcast purchases of resale Telecommunications Services, both new and those grandfathered pursuant to 2.1.1 (if any remain in service). The retail price is as set forth in Frontier's then-current applicable tariff or, if there is no tariff price, the retail price that Frontier charges subscribers which are not telecommunications carriers. Such resale services shall be deemed to be purchased for resale under 47 U.S.C. § 251(b)(1), and all rates, terms and conditions that apply to the resale of Telecommunications Services under the Agreement, other than the wholesale discount, shall continue to apply to such resale services.
- 3. Discontinuance of UNE Analog Loops
 - 3.1 As of February 2, 2020, Comcast shall not order, and Frontier will not provide unbundled two-wire and four-wire analog voice grade copper loops, including the attached TDM equipment (referred to individually and collectively as "UNE Analog Loops").
 - 3.2 UNE Analog Loops ordered by Comcast on or before February 1, 2020, are grandfathered for a transition period until the earlier of: (a) August 2, 2022; or (b) the date on which a UNE Analog Loop is converted or disconnected. During the transition period identified in this Section 3.2 and no later than August 2, 2022, Comcast shall either convert each UNE Analog Loop to an alternate non-UNE service (e.g., via a Frontier commercial offering or applicable tariff) or order disconnection of the UNE Analog Loop to be completed no later than August 2, 2022.
 - 3.3 On and after August 3, 2022, Frontier may disconnect Comcast UNE Analog Loops that remain in service, if any, and may do so without further notice to Comcast and pursuant to State Commission rules for such disconnection.
 - 3.4 For any grandfathered UNE Analog Loop not converted or disconnected on or before August 2, 2022, Frontier may bill (or back-bill, as applicable) Comcast and Comcast shall pay the difference between the UNE Analog Loop rate and the applicable, higher non-UNE rate.

- 3.5 For the avoidance of any doubt, the limitations on availability of UNE Analog Loops set forth in this Amendment apply regardless of whether the UNE Analog Loop is ordered or used as a stand-alone UNE, in combination with another UNE (e.g., as part of a loop-transport combination), or commingled with a non-UNE service or other arrangement.
- 4. Discontinuance of UNE DS1 and DS3 Transport Between Certain Wire Centers
 - 4.1 As of January 12, 2020, Comcast shall not order and Frontier will not provide unbundled dedicated DS1 and DS3 capacity transport facilities, whether standalone or as part of a combination (e.g., Enhanced Extended Link), between Tier 1 wire centers and between wire centers subject to the UNE DS1/DS3 Dedicated Transport forbearance as outlined in the FCC Wireline Competition Bureau's Public Notice DA 19-733, dated August 1, 2019 (collectively, "UNE DS1/DS3 Dedicated Transport").
 - 4.2 UNE DS1/DS3 Dedicated Transport ordered by Comcast on or before January 12, 2020, is grandfathered for a transition period until the earlier of: (a) July 12, 2022; or (b) the date on which a UNE DS1 or DS3 Dedicated Transport is converted or disconnected. During the transition period identified in this Section 4.2 and no later than July 12, 2022, Comcast shall convert each grandfathered UNE DS1/DS3 Dedicated Transport to another Frontier service (e.g., Special Access) or disconnect such UNE DS1/DS3 Dedicated Transport service.
 - 4.3 On and after July 13, 2022, Frontier may convert any remaining UNE DS1/DS3
 Dedicated Transport of Comcast to a Special Access service at month-to-month
 rates, terms and conditions as established under then current tariffs or price lists.
 Frontier will charge, and Comcast will pay all recurring and non-recurring charges
 for the conversion and the service as applicable under then Frontier current
 tariffs or price lists.
 - 4.4 For any grandfathered UNE DS1/DS3 Dedicated Transport not converted or disconnected by Comcast on or before July 12, 2022, and to the extent Frontier is not at fault for delays in disconnections or conversions ordered by Comcast pursuant to standard published intervals for the order type being submitted, Frontier shall bill (or back-bill, as applicable) Comcast and Comcast shall pay the difference between the UNE DS1/DS3 Dedicated Transport rate and the applicable, Special Access rate as applicable under then current Frontier tariffs or price lists for converted services.
- 5. Intentionally left blank.
- 6. Additional Provisions
 - 6.1 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 6.1.

- 6.2 <u>Capitalization</u>. Capitalized terms used and not otherwise defined in this Amendment have the meanings set forth in the Agreement or under the Communications Act of 1934, as amended.
- 6.3 <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.
- 6.4 <u>Headings/Captions</u>. The Parties acknowledge that the headings and captions in this Amendment have been inserted solely for ease of reference and in no way define or limit the scope or substance of any term or condition of this Amendment.
- 6.5 Scope of Amendment. Except to the extent 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 Agreement or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
- 6.6 <u>Joint Work Product</u>. The Parties acknowledge that this Amendment is the joint work product of the Parties and that, for convenience, this Amendment has been drafted in final form by Frontier. 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.
- 6.7 <u>Amendments</u>. Except as expressly set forth in Section 5 of this Amendment, no amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 6.8 <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

The Parties have caused this Amendment to be executed as of the Amendment Effective Date.

COMCAST FRONTIER

Printed: Katherine Kirchner Printed: Roderick Cameron

Title: SVP - Product Operat Title: VP, Carrier Services

Date: Jun 2, 2020 Date: Jun 9, 2020

Exhibit A Interconnection Agreements

Frontier Legal Entity	Comcast Legal Entity	State	Effective Date	Amd No.
Citizens Telecommunications	Comcast Phone of California,	CA	8/31/2006	4
Company of California, Inc. Frontier California, Inc.	LLC Comcast Phone of California, LLC	CA	11/21/2002	5
Frontier Communications of Connecticut	Comcast Phone of Connecticut, Inc.	СТ	1/4/2006	6
Frontier Florida, LLC	Comcast Phone of Florida, LLC d/b/a Comcast Digital Phone	FL	11/15/2004	5
Frontier Communications of Fairmount, Inc. and Frontier Communications of Georgia, Inc.	Comcast Phone of Georgia, LLC	GA	8/15/2006	3
Frontier North Inc. and Frontier Communications of the Carolinas Inc.	Comcast Phone of Illinois, LLC d/b/a Comcast Digital Phone	L	10/29/2004	5
Frontier Communications of DePue, Inc., Frontier Communications of Mt. Pulaski, Inc., Citizens Telecommunications of Illinois, Inc. Frontier Communications of Orion, Inc. and Frontier Communications of Lakeside, Inc.	Comcast Phone of Illinois, LLC d/b/a Comcast Digital Phone	IL	06/19/2013	1
Frontier Communications of Thorntown, LLC & Frontier Communications of Indiana, LLC	Comcast Phone of Central Indiana, LLC	IN	8/1/2008	3
Frontier North, Inc. and Frontier MidStates Inc	Comcast Phone of Central Indiana, LLC	IN	11/2/2004	3
Frontier Communications Company of Michigan, Inc.	Comcast Phone of Michigan, LLC d/b/a Comcast Digital Phone	MI	12/1/2006	3
Frontier North Inc, Frontier Midstates Inc.	Comcast Phone of Michigan, LLC d/b/a Comcast Digital Phone	MI	10/21/2004	4
Frontier Communications Company of Minnesota, Inc.	Comcast Phone of Minnesota, Inc. d/b/a Comcast Digital Phone	MN	5/25/2006	3
Frontier Communications of Mississippi, Inc.	Comcast Phone of Mississippi, LLC	MS	12/1/2006	3
Frontier Communications of Sylvan Lake Inc. and Frontier Communications of New York Inc.	Comcast Phone of New York, LLC	NY	8/15/2005	4

Citizens Telecommunications Company of New York Inc	Comcast Phone of New York, LLC	NY	5/1/2007	4
Frontier North Inc.	Comcast Phone of Ohio, LLC d/b/a Comcast Digital Phone	ОН	12/6/2004	5
Commonwealth Telephone Company dba Frontier Communications Commonwealth Telephone Company	Comcast Phone of Pennsylvania	PA	12/5/2012	1
Commonwealth Telephone Company dba Frontier Communications Commonwealth Telephone Company	Comcast Business Communications, LLC	PA	8/1/2008	3
Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania, LLC	Comcast Phone of Pennsylvania	PA	3/1/2013	1
Frontier Communications of Breezewood, LLC and Frontier Communications of Pennsylvania, LLC	Comcast Business Communications, LLC	PA	8/1/2008	3
Frontier Communications of the Carolinas, Inc	Comcast Phone of South Carolina, Inc.	SC	2/3/2006	3
Citizens Telecommunications Company of Tennessee LLC and Citizens Telecommunications Company of the Volunteer State LLC	Comcast Phone of Tennessee, LLC d/b/a Comcast Digital Phone	TN	8/15/2006	2
Frontier Southwest Incorporated	Comcast Phone of Texas, LLC	TX	11/11/2002	4
Frontier North Inc	Comcast Phone of Wisconsin, LLC	WI	10/22/2007	4
Citizens Telecommunications of West Virginia	Comcast Phone of West Virginia, LLC d/b/a Comcast Digital Phone	WV	7/17/2006	4
Frontier West Virginia, Inc.	Comcast Phone of West Virginia, LLC d/b/a Comcast Digital Phone	WV	10/4/2004	7

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

7/1/2020 8:11:37 AM

in

Case No(s). 20-1227-TP-NAG

Summary: Agreement AMENDMENT TO A NEGOTIATED INTERCONNECTION AGREEMENT BETWEEN FRONTIER AND COMCAST electronically filed by Mr. Robert E Stewart on behalf of Frontier North Inc.