

NO
FILE

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS APPLICATION FORM for ROUTINE PROCEEDINGS

(Effective: 09/19/2007)

(Pursuant to Case No. 06-1345-TP-ORD)

In the Matter of the Application of Verizon North Inc. f/k/a)
GTE North Incorporated for the Review of an Agreement)
Pursuant to Section 252 of the Telecommunications Act of)
1996)

TRF Docket No. 90-5023

Case No. 08 - 108 - TP - AEC

Name of Registrant(s) Verizon North Inc.

DBA(s) of Registrant(s) _____

Address of Registrant(s) 1300 Columbus-Sandusky Rd. N., Marion, Ohio 43302

Company Web Address www.verizon.com

Regulatory Contact Person(s) Cassandra Cole

Phone 740-383-0490

Fax 740-383-0491

Regulatory Contact Person's Email Address cassandra.cole@verizon.com

Contact Person for Annual Report Cassandra Cole

Phone _____

Address (if different from above) _____

Consumer Contact Information Cassandra Cole

Phone _____

Address (if different from above) _____

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.]

Section I – Pursuant to Chapter 4901:11-6 OAC – Part I – Please indicate the Carrier Type and the reason for submitting this form by checking the boxes below. CMRS providers: Please see the bottom of Section II.

NOTES: (1) For requirements for various applications, see the identified section of Ohio Administrative Code Section 4901 and/or the supplemental application form noted.

(2) Information regarding the number of copies required by the Commission may be obtained from the Commission's web site at www.puc.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.

Carrier Type <input type="checkbox"/> Other (explain below)	<input checked="" type="checkbox"/> ILEC	<input type="checkbox"/> CLEC	<input type="checkbox"/> CTS	<input type="checkbox"/> AOS
Tier 1 Regulatory Treatment				
Change Rates within approved Range	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)	<input type="checkbox"/> TRF 1-6-04(B) (0 day Notice)		
New Service, expanded local calling area,	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-04(B) (0 day Notice)		
Change Terms and Conditions, Introduce non-recurring service charges	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Introduce or Increase Late Payment or Returned Check Charge	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-04(B) (Auto 30 days)		
Business Contract	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)		
Withdrawal	<input type="checkbox"/> ATW 1-6-12(A) (Non-Auto)	<input type="checkbox"/> ATW 1-6-12(A) (Auto 30 days)		
Raise the Ceiling of a Rate	Not Applicable	<input type="checkbox"/> SLF 1-6-04(B) (Auto 30 days)		
Tier 2 Regulatory Treatment				
Residential - Introduce non-recurring service charges	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)		
Residential - Introduce New Tariffed Tier 2 Service(s)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(C) (0 day Notice)	
Residential - Change Rates, Terms and Conditions, Promotions, or Withdrawal	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	<input type="checkbox"/> TRF 1-6-05(E) (0 day Notice)	
Residential - Tier 2 Service Contracts	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	<input type="checkbox"/> CTR 1-6-17 (0 day Notice)	
Commercial (Business) Contracts	Not Filed	Not Filed	Not Filed	
Business Services (see "Other" below)	Detariffed	Detariffed	Detariffed	
Residential & Business Toll Services (see "Other" below)	Detariffed	Detariffed	Detariffed	

This is to certify that the images appearing are an accurate and complete reproduction of a case file document delivered in the regular course of business.

Technician

Date Processed

Section I – Part II – Certificate Status and Procedural

Certificate Status	ILEC	CLEC	CTS	AOS/IOS
Certification (See Supplemental ACE form)		<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 days)
Add Exchanges to Certificate	<input type="checkbox"/> ATA 1-6-09(C) (Auto 30 days)	<input type="checkbox"/> AAC 1-6-10(F) (0 day Notice)	CLECs must attach a current CLEC Exchange Listing Form	
Abandon all Services - With Customers	<input type="checkbox"/> ABN 1-6-11(A) (Non-Auto)	<input type="checkbox"/> ABN 1-6-11(A) (Auto 90 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Abandon all Services - Without Customers		<input type="checkbox"/> ABN 1-6-11(A) (Auto 30 days)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)	<input type="checkbox"/> ABN 1-6-11(B) (Auto 14 day)
Change of Official Name	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Change in Ownership	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Merger	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transfer a Certificate	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Transaction for transfer or lease of property, plant or business	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-14(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)	<input type="checkbox"/> CIO 1-6-14(A) (0 day Notice)
Procedural				
Designation of Process Agent(s)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)	<input type="checkbox"/> TRF (0 day Notice)

All Section I applications that result in a change to one or more tariff pages require, at a minimum, the following exhibits. Other exhibits may be required under the applicable rule(s).

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 II – Carrier to Carrier (Pursuant to 95-845-TP-COI), CMRS and Other

Carrier to Carrier	ILEC	CLEC		
Interconnection agreement, or amendment to an approved agreement	<input checked="" type="checkbox"/> NAG (Auto 90 day)	<input type="checkbox"/> NAG (Auto 90 day)		
Request for Arbitration	<input type="checkbox"/> ARB (Non-Auto)	<input type="checkbox"/> ARB (Non-Auto)		
Introduce or change c-t-c service tariffs,		<input type="checkbox"/> ATA (Auto 30 day)		
Introduce or change access service pursuant to 07-464-TP-COI	<input type="checkbox"/> ATA (Auto 30 day)			
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC (Non-Auto)	<input type="checkbox"/> UNC (Non-Auto)		
Pole attachment changes in terms and conditions and price changes.	<input type="checkbox"/> UNC (Non-Auto)	<input type="checkbox"/> UNC (Non-Auto)		
CMRS Providers See 4901:1-6-15	<input type="checkbox"/> RCC [Registration & Change in Operations] (0 day)	<input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days)		
Other* (explain) _____				

**NOTE: During the interim period between the effective date of the rules and an Applicant's Detariffing Filing, changes to existing business Tier 2 and all toll services, including the addition of new business Tier 2 and all new toll services, will be processed as 0-day TRF filings, and briefly described in the "Other" section above.*

Section III. – Attestation

Registrant hereby attests to its compliance with pertinent entries and orders issued by the Commission.

AFFIDAVIT

Compliance with Commission Rules and Service Standards

I am an officer/agent of the applicant corporation, Verizon North Inc., and am authorized to make this statement on its behalf.
(Name)

I attest that these tariffs comply with all applicable rules, including the Minimum Telephone Service Standards (MTSS) Pursuant to Chapter 4901:1-5 OAC for the state of Ohio. I understand that tariff notification filings do not imply Commission approval and that the Commission's rules, including the Minimum Telephone Service Standards, 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 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, William H. Keating verify that I have utilized the Telecommunications Application Form for Routine 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) William H. Keating (cmtc)

(Date) 2/7/08

**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

BEFORE
THE PUBLIC UTILITIES COMMISSION OF OHIO

In the Matter of the Application of Verizon)	
North Inc. f/k/a GTE North Incorporated for)	
Approval of a Negotiated Amendment with)	Case No. 08 – 108-- TP -- AEC
Metropolitan Telecommunications)	
of Ohio, Inc. Under Section 252 of the)	
Telecommunications Act of 1996.)	

VERIZON NORTH INC. f/k/a GTE NORTH INCORPORATED AND
Metropolitan Telecommunications of Ohio, Inc.
APPLICATION FOR APPROVAL OF AMENDMENT No. 2
(ORIGINAL AGREEMENT FILED IN 03-1664-TP-NAG)
PURSUANT TO THE TELECOMMUNICATIONS ACT OF 1996

Verizon North Inc., f/k/a GTE North Incorporated ("Verizon") hereby files the attached Interconnection Amendment No. 2 ("the Amendment No. 2") between Verizon and Metropolitan Telecommunications of Ohio, Inc ("MetTel") (Verizon and MetTel being referred to collectively as the "Parties" and individually as a "Party") for review and approval by the Public Utilities Commission of Ohio ("Commission") pursuant to the provisions of Section 252 (e) of the Telecommunications Act of 1996 ("the Act"). This filing is being made pursuant to the Act and in accordance with part VI.A. of the Commission's Entry in Case No. 96-463-TP-UNC dated July 18, 1996.

The Amendment No. 1 has been arrived at through negotiations between the parties as contemplated by Section 252 (a)(1) of the Act.

As contemplated by Section 252 (e)(2)(A), the Amendment does not discriminate against another telecommunications carrier, nor will implementation of the Amendment be inconsistent with the public interest, convenience and necessity. In accordance with Section 252 (e)(4) of the Act, the Amendment will be deemed approved if the Commission does not act to approve or reject the Amendment within 30 days from the date of this Application.

WHEREFORE, VERIZON respectfully requests that the Commission approve the Amendment as soon as possible.

Respectfully submitted,

VERIZON NORTH INC. f/k/a
GTE NORTH INCORPORATED

By: William H. Keating
WILLIAM H. KEATING
(OHIO REG. NO. 0020900)
1289 Inglis Ave.
Columbus, OH 43212
Telephone: 614-481-4466
Trial Attorney for Verizon North Inc.
f/k/a GTE North Incorporated

AMENDMENT NO. 2
to the
INTERCONNECTION AGREEMENT
between
VERIZON NORTH INC.
and

METROPOLITAN TELECOMMUNICATIONS OF OHIO, INC.

This Amendment No. 2 (this "Amendment") is entered into by and between Verizon North Inc. ("Verizon"), a Wisconsin with offices at 8001 West Jefferson Boulevard, Ft. Wayne, IN 46804, and Metropolitan Telecommunications of Ohio, Inc. ("MetTel"), with offices at 44 Wall Street, 14th Floor, New York, NY 10005 and is effective as of October 5, 2007 (the "Amendment Effective Date"). Verizon and MetTel may be referred to herein collectively, as the "Parties" and individually as a "Party". This Amendment covers services in Verizon's service territory in the State of Ohio (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated March 26, 2003 (the "Adoption Letter"), MetTel adopted in the State of Ohio, the interconnection agreement between Sprint Communications Company L.P. and Verizon California Inc., f/k/a GTE California Incorporated that was approved by the California Public Utilities Commission (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"); and

WHEREAS, on April 18, 2001, the Federal Communications Commission ("FCC") issued the Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic, FCC 01-131, CC Docket Nos. 96-98 and 99-68, 16 FCC Rcd 9151 ("Order");

WHEREAS, the Parties desire to amend the Agreement to address the matters set forth herein;

NOW, THEREFORE, in consideration of the promises and mutual agreements set forth herein, the Parties agree to amend the Agreement as follows:

1. Intercarrier Compensation. The Parties agree that, effective prospectively as of the Amendment Effective Date:

- 1.1 As of the Amendment Effective Date, the compensation rates that shall apply under the Agreement for the transport and termination of traffic subject to 47 U.S.C. § 251(b)(5) that has been delivered to the terminating party IP shall be the applicable End Office or Tandem rate for Local Call Termination set forth in Exhibit A to this Amendment under the heading "Reciprocal Compensation Traffic Termination."
 - 1.2 "ISP-Bound Traffic" shall have the same meaning in this Amendment as it has in the Order, as modified by the Core Order, and the determination of whether traffic is ISP-Bound Traffic shall be made in accordance with applicable provisions of the Order, as modified by the Core Order.
 - 1.3 By this Amendment, the Parties agree that their rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of ISP-Bound Traffic on and after the Amendment Effective Date shall be governed by the terms of the Order, as modified by the Core Order.
2. Effect of Stay or Vacatur on Amendment. Should the FCC or a court of competent jurisdiction stay, vacate or (in the case of the FCC) forbear from the application of any or all provisions of the Order, the Core Order, the terms of this Amendment implementing the stayed, vacated or forbore provisions shall cease to apply (and the Parties shall be relieved of their respective obligations under such terms) as of the date specified in the order implementing the stay, vacatur or forbearance or, in the absence of such a specified date, the effective date of the order implementing the stay, vacatur, or forbearance. Notwithstanding the foregoing, no stay, vacatur or forbearance of the Order or the Core Order shall apply retroactively under this Amendment except to the extent that the order implementing the stay, vacatur or forbearance specifies that it shall apply retroactively in a manner that has the effect of modifying the Order and/or the Core Order with respect to intercarrier compensation applicable to the Parties' exchange of ISP-Bound Traffic, in which case the period of retroactive application shall not extend to a date that precedes the Amendment Effective Date.
3. Scope of Amendment. Except to the extent set forth in Section 1 of this Amendment, the rates, charges and other provisions of the Agreement shall remain in full force and effect after the Amendment Effective Date. Nothing in this Amendment shall be deemed to amend or extend the term of the Agreement or to affect either party's right to exercise any right of termination it may have under the Agreement.

4. Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions hereof. In the event of a conflict between the terms and provisions of this Amendment and the terms and provisions of the Agreement, this Amendment shall govern, provided, however, that the fact that a term or provision 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 4.
5. Joint Work Product. This Amendment is the joint work product of the Parties, has been negotiated by the Parties, and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.
6. Headings. The headings used in this Amendment are inserted for convenience of reference only and are not intended to be a part of or to affect the meaning of this Amendment.
7. 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.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be duly executed and delivered by their duly authorized representatives.

**METROPOLITAN
TELECOMMUNICATIONS OF OHIO, INC.**

VERIZON NORTH INC.


By:

A stylized, handwritten signature in black ink, consisting of a large, sweeping 'A' followed by a horizontal line.

Printed: Andoni Economou

Title: COO/EVP

By:

A handwritten signature in black ink, appearing to read 'Jeffrey A. Masoner' in a cursive script.

Printed: Jeffrey A. Masoner

Title: Vice President –
Interconnection Services

EXHIBIT A
VERIZON AND METTEL

Service or Element Description:	Rates:	
Reciprocal Compensation Traffic Termination		
Reciprocal Compensation Traffic End Office Rate	\$0.0007/MOU	
Reciprocal Compensation Traffic Tandem Rate	\$0.0007/MOU	