#### 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 a Negotiated Amendment to an Interconnection Agreement with McLeod Telecommunications Services, Inc.  Pursuant to Section 252 of the Telecommunications Act of  1996  TRF Docket No. 90-  Case No. 12 - 2601 - TP - NOTE: Unless you have reserved a Company of the 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 <u>www.Frontier.com</u>			
Regulatory Contact Person(s) Rachel Winder Phone 614-578-9999	Fax		
Regulatory Contact Person's Email Address Rachel.winder@ftr.com			
Contact Person for Annual Report <u>Cassandra Cole</u>	Phone <u>740-383-0490</u>		
Address (if different from above) 1300 Columbus Sandusky Rd N Marion, OH 43302			
Consumer Contact Information <u>Cassandra Cole</u>	Phone <u>740-383-0490</u>		
Address (if different from above) 1300 Columbus Sandusky Rd N Marion, OH 43302  Motion for protective order included with filing?  Yes  No  Motion for waiver(s) filed affecting this case?  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)
В	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 Prof	fit ILEC	Not For I	Profit ILEC	CI	LEC
Change terms & condition 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 ch surcharge, or fee to BLES	arge,						ΓΑ <u>1-6-14(H)</u> 30 days)
Introduce or Increase Late	Payment	ATA <u>1</u> .  (Auto 30 da)	ys)	ATA <u>1-0</u> (Auto 30 day			ΓΑ <u>1-6-14(I)</u> 30 days)
Revisions to BLES Cap.		ZTA <u>1-0</u> (0 day Notic	e)				
Introduce BLES or expand service area (calling area)	local	O day Notice		(0 day Notice			TA <u>1-6-14(H)</u> Notice)
Notice of no obligation to facilities and provide BLE	construct S	ZTA <u>1-0</u> (0 day Notic		ZTA <u>1-6</u> (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>1-6-14(G)</u> (0 day Notice)	
To obtain BLES pricing flo	exibility	BLS <u>1-6</u> (C)(1)(c) (Auto 30 da					
Change in boundary		ACB <u>1-</u> (Auto 14 da)		ACB <u>1-6</u> (Auto 14 day			
Expand service operation a	ırea						RF <u>1-6-08(G)</u> (0 day)
BLES withdrawal							TA <u>1-6-25(B)</u> Notice)
Other* (explain)							
Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-7 OAC							
Type of Notice	Direc	t Mail	Bill	Insert	Bill Nota	tion	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	<b>Introduce New</b>		Tariff Change		Price Change		Withdraw
					П		

## 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)

<sup>\*</sup>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)	ACO <u>1-6-29(E)</u> (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)	ATC <u>1-6-29(B)</u> (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)

<sup>\*</sup> 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	⊠ 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	UNC <u>1-7-04</u> or 05	
suspension or modification	(Non-Auto)	
Changes in rates, terms & conditions to Pole	UNC 1-7-23(B)	
Attachment, Conduit Occupancy and Rights-	(Non-Auto)	
of-Way.		
	RCC	□NAG
Wireless Providers See 4901:1-6-24	[Registration &	[Interconnection
	Change in Operations]	Agreement or

## 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 Ohimply 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	I 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 affer 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)
<ul> <li>This affidavit is required for every tariff-affecting filing. It may be sig authorized agent of the applicant.</li> </ul>	ned by counsel or an officer of the applicant, or an
VERIFICATION	
Rachel Winder State Manahave utilized the Telecommunications Filing Form for most proceedings information submitted here, and all additional information submitted in connecting knowledge.	
*(Signature and Title) Royal H. Welling. It may be signed by counsel or an of 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

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

### MCLEODUSA TELECOMMUNICATIONS SERVICES, INC.

This Amendment No. One (this "Amendment") shall be deemed effective on August 1, 2012, (the "Amendment Effective Date") by and between Frontier North Inc. ("Frontier"), a Wisconsin corporation with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and McLeodUSA Telecommunications Services, Inc. ("McLeod"), an Iowa corporation with offices at 4001 Rodney Parham Rd, Mailstop: 1170 B1F2-12A, Little Rock, AR 72212. Frontier and McLeod 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. for the state of Ohio (the "State").

### WITNESSETH:

WHEREAS, Frontier and McLeod are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated November 25, 2001 in docket number 01-2228-TP-NAG (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. <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 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 <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 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 <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 Parties agree to amend the agreement by adding Windstream NuVox Ohio, Inc. as a party to this agreement effective pursuant to the terms of this Amendment.

#### 4. Notices

4.1 All notices required under the Agreement for Frontier West Virginia, Inc. 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: Legal Department – Interconnection 3 High Ridge Park Stamford, CT 06905 **IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

McLeodUSA Telecommunciations Services, Inc. Windstream NuVox Ohio, Inc.  By:  Printed: John P. Fletcher	By:  Printed: Stephen LeVan
Title: EVP and General Counsel  Date: パープリー	Title: SVP, Carrier Sales and Service  Date: 9-25-12.

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This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

9/25/2012 1:44:06 PM

in

Case No(s). 12-2601-TP-NAG

Summary: Application of Frontier North Inc. for Approval of a Negotiated Amendment to an Interconnection Agreement with McLeod Telecommunications Services, Inc. electronically filed by Ms. Rachel G Winder on behalf of Frontier North, Inc.