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 Cricket Communications, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996 TRF Docket No. 90- Case No. 13 - 0809 NOTE: Unless you have BLANK.	
Name of Registrant(s) <u>Frontier North Inc.</u>	
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) <u>Rachel Winder</u> Phone <u>614-57</u>	7 <u>8-9999</u> 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? Yes No [Note: Waivers may toll any attention of the columbus sandusky Rd N Marion, OH 43302 Notes:	automatic timeframe.]

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.
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)	(W) For Prof		fit ILEC	☐ Not For Profit ILEC		☐ CLEC	
Change terms & conditions existing BLES		ATA <u>1-</u> (Auto 30 day		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 day	ys)	ATA <u>1-6-14(1)</u> (Auto 30 days)		ATA <u>1-6-14(1)</u> (Auto 30 days)	
Revisions to BLES Cap.		O day Notic	e)				
Introduce BLES or expand service area (calling area)	local	☐ ZTA <u>1-0</u> (0 day Notic		ZTA <u>1-6</u> (0 day Notice			ΓΑ <u>1-6-14(H)</u> Notice)
Notice of no obligation to of facilities and provide BLES		ZTA <u>1-0</u> (0 day Notic	e)	ZTA <u>1-6-27(C)</u> (0 day Notice)			
Change BLES Rates		TRF <u>1-6</u> (0 day Notic		TRF <u>1-6-</u> (0 day Notice		TRF <u>1-6-14(G)</u> (0 day Notice)	
To obtain BLES pricing fle	pricing flexibility $(C)(1)(c)$ (Auto 30 da						
Change in boundary		ACB <u>1-</u> (Auto 14 da)		ACB <u>1-6-32</u> (Auto 14 days)			
Expand service operation a	rea	`					RF <u>1-6-08(G)</u> (0 day)
BLES withdrawal	BLES withdrawal						ΓΑ <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 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

	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)

^{*}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)

^{*} 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)	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 the can result in various penalties, including the suspension of our certificate to ope	d 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 affe 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)
• This affidavit is required for every tariff-affecting filing. It may be sig authorized agent of the applicant.	ned by counsel or an officer of the applicant, or an
VERIFICATION	
I <u>, Rachel G. Winder</u> verify that I have utilized the Telecommunicathe Commission and that all of the information submitted here, and all additionates, is true and correct to the best of my knowledge.	
*(Signature and Title)/s/ Rachel G. Winder, State Manager, Government and Re *Verification is required for every filing. It may be signed by counsel or an of applicant.	ficer of the applicant, or an authorized agent of the

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

AMENDMENT NO. (2)

TO THE

INTERCONNECTION AGREEMENT

BETWEEN

FRONTIER NORTH INC. F/K/A VERIZON NORTH INC.

AND

CRICKET COMMUNICATIONS, INC.

This Amendment No. 2 (this "Amendment") shall be deemed effective on July 1, 2012 (the "Amendment Effective Date") by and between Frontier North Inc. f/k/a Verizon North Inc. ("Frontier"), a Wisconsin corporation with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and Cricket Communications, Inc. ("Cricket"), a Delaware corporation with offices at 5887 Copley Drive, San Diego, CA 92111. Frontier and Cricket 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 Cricket are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated August 29, 2001 (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:

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, 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 <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.
- 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. <u>IntraMTA Traffic.</u> Reciprocal compensation rates in this Agreement will be reduced or eliminated as provided in the *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* and in *FCC 11-189 Order on Reconsideration (rel. December 23, 2011)* as such order may be stayed, revised, reconsidered, changed or modified. When any such stay, revision, reconsideration, change or modification is effective, such action will be automatically incorporated into this Agreement. For clarity, reciprocal compensation, effective July 1, 2012, will be zero subject to any future stay, revision, reconsideration, change or modification of the *USF/ICC Transformation Order*.

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: 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.

Cricket Communications, Inc.	Frontier North Inc Ohlo
By: All L	ву:
Printed: Fold Worm	Printed: Stephen LeVan
Title: PROC DITC	Title: SVP, Carrier Sales and Service
Date: (2/7//2	Date: 1-28-13

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

4/3/2013 11:30:23 AM

in

Case No(s). 13-0809-TP-NAG

Summary: Application of Frontier North Inc. for Approval of a Negotiated Amendment to an Interconnection Agreement with Cricket Communications, Inc. Pursuant to Section 252 of the Telecommunications Act of 1996 electronically filed by Ms. Rachel G Winder on behalf of Frontier North, Inc.