

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 to revise)
current language regarding special construction.)

TRF Docket No. 90-5023-TP-TRF

Case No. 13 -1516 -TP - ATA

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) 1300 Columbus Sandusky Rd N Marion, OH 43302

Company Web Address www.Frontier .com

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 Cassandra Cole Phone 740-383-0490

Address (if different from above) 1300 Columbus Sandusky Rd N Marion, OH 43302

Consumer Contact Information Cassandra Cole Phone 740-383-0490

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 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)
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 I – Part I - Common Filings

Carrier Type <input type="checkbox"/> Other (explain below)	<input checked="" type="checkbox"/> For Profit ILEC	<input type="checkbox"/> Not For Profit ILEC	<input type="checkbox"/> CLEC
Change terms & conditions of existing BLES	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce non-recurring charge, surcharge, or fee to BLES			<input type="checkbox"/> ATA 1-6-14(H) (Auto 30 days)
Introduce or Increase Late Payment	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)
Revisions to BLES Cap.	<input type="checkbox"/> ZTA 1-6-14(F) (0 day Notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-14(H) (0 day Notice)
Notice of no obligation to construct facilities and provide BLES	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	<input type="checkbox"/> ZTA 1-6-27(C) (0 day Notice)	
Change BLES Rates	<input type="checkbox"/> TRF 1-6-14(F) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(F)(4) (0 day Notice)	<input type="checkbox"/> TRF 1-6-14(G) (0 day Notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS 1-6-14(C)(1)(c) (Auto 30 days)		
Change in boundary	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	<input type="checkbox"/> ACB 1-6-32 (Auto 14 days)	
Expand service operation area			<input type="checkbox"/> TRF 1-6-08(G) (0 day)
BLES withdrawal			<input type="checkbox"/> ZTA 1-6-25(B) (0 day Notice)
Other* (explain) Changes to Special Construction Charges Tariff	X		

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
<input type="checkbox"/> 15-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
<input type="checkbox"/> 30-day Notice	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>
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
<input type="checkbox"/> IOS	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>	<input type="checkbox"/>

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	<input type="checkbox"/> ACE 1-6-08 * (Auto 30- day)	<input type="checkbox"/> ACE 1-6-08 * (Auto 30 day)	<input type="checkbox"/> ACE 1-6-08 * (Auto 30 day)	<input type="checkbox"/> ACE 1-6-10 (Auto 30 day)	<input type="checkbox"/> UNC 1-6-09 * (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		<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)	<input type="checkbox"/> ABN 1-6-26 (Auto 30 days)
Change of Official Name *	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ACN 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Change in Ownership *	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Merger *	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-29(E) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transfer a Certificate *	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0 day Notice)
Transaction for transfer or lease of property, plant or business *	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> ATR 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (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 an approved agreement	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 day)
Request for Arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)
Introduce or change c-t-c service tariffs,	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 day)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 05 (Non-Auto)	
Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way.	<input type="checkbox"/> UNC 1-7-23(B) (Non-Auto)	
Wireless Providers See 4901:1-6-24	<input type="checkbox"/> RCC [Registration & Change in Operations]	<input type="checkbox"/> NAG [Interconnection Agreement or

Section IV. – Attestation

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 statement on its behalf.

Rachel G. Winder
(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 Rule 4901:1-6-7, Ohio Administrative Code.

I declare under penalty of perjury that the foregoing is true and correct.

Executed on (Date) June 26, 2013 at (Location) Delaware, Ohio

*(Signature and Title) /s/ Rachel G. Winder, (Date) June 26, 2013
State Manager, Government and Regulatory
Affairs

- *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, Rachel G. Winder 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 Title)/s/ Rachel G. Winder, State Manager, Government and Regulatory Affairs (Date) June 26, 2013

**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

Exhibit A

(Current Tariff Pages)

The proposed tariff contains all new pages, so there are no current tariff pages to include

Exhibit B
(Proposed Tariff Pages)

Frontier North Inc.

CONSTRUCTION CHARGES

9. CONSTRUCTION CHARGES FOR DEVELOPMENTS

(N)

9.01. Description

This Section of the tariff governs the construction or extension of the Company's distribution facilities to serve developments, in order to furnish telecommunications service upon request from an applicant under the terms and conditions contained herein.

Construction charges will be calculated for the total construction route for all distribution and service entrance facilities constructed on public and private property where facilities do not currently exist or are unavailable.

9.02. Definitions

Applicant - The developer, builder or other person, partnership, association, firm, private or public corporation, trust, estate, political subdivision, government agency or other legal entity recognized by law, applying for construction of a telecommunications distribution system in a development.

Customer - Any person, firm or corporation who contracts with the Company for telecommunications service and is responsible for payment of charges and the compliance with the rules and regulations of the Company.

Development - A lot, tract, parcel of land, site or other divisions designated for use for buildings of placing mobile homes or trailers, or land on which buildings are constructed.

Distribution Facilities - All Company facilities between the feeder facilities and the pedestal, terminal of like device and any conduit facilities between the pedestal, terminal or like device and the customer's premises.

Engineering Fee - The charge for designing and engineering distribution facilities to meet the applicant's request.

Feeder Facilities - The facilities between the central office and the distribution facilities.

Service Entrance Facilities - Cable located between the distribution cable and the customer's premises or buildings, generally containing many pairs of wires or fiber optic cable, and associated terminating equipment. It is comparable to drop wire for a single unit premises.

Standard Allowance - The average cost to construct distribution facilities in a rate or access area of the type normally provided by the Company in order to provide standard exchange service. The standard allowance applies per applicant location.

(N)

Issued:

Effective:

Frontier North Inc.

CONSTRUCTION CHARGES

9. CONSTRUCTION CHARGES FOR DEVELOPMENTS - Continued

(N)

9.03. Terms and Conditions

The Company will enter into a written agreement with the applicant and assess charges for construction of facilities. The charges will be calculated on a case by case basis, based on costs and may include: (1) non-recurring charges; (2) recurring charges; (3) termination liabilities; or (4) combinations thereof. The agreement for construction may include a minimum service commitment based on anticipated utilization of the facilities provided.

Execution of the agreement represents the Company's acceptance of the applicant's request for facilities. Construction will not begin until an agreement is executed. This agreement will include:

- A. A description of the area for which facilities are requested.
- B. The total cost of the facilities for which the applicant is responsible for payment, excluding the standard allowance.
- C. Agreement to comply with applicable Company standards and practices for providing such facilities and Company tariffs.
- D. All other applicable terms and conditions.

A standard allowance based on the average cost of distribution facilities, be rate or access area, will be applicable for each applicant location.

Charges in excess of the standard allowance hereafter referred to as construction charges are the full responsibility of the applicant and will not be reimbursed, unless authorized by the Company.

The Company may require full payment of the construction charges prior to the start of construction. Construction charges are associated with the premises and are not transferable to another location.

Where construction costs associated with the installation costs for feeder facilities are abnormal or excessive; the applicant will be required to pay the additional expenses incurred by the Company.

The Company will not be required to design or construct facilities in segments smaller or larger than considered economical by the Company.

The applicant may be required to furnish right-of-ways for the Company's facilities and temporary use of property for the construction of the Company's facilities. The Company may require the applicant to demonstrate compliance.

(N)

Issued:

Effective:

Frontier North Inc.

CONSTRUCTION CHARGES

9. CONSTRUCTION CHARGES FOR DEVELOPMENTS - Continued

(N)

9.03. Terms and Conditions - Continued

The Company will determine the type and quantities, locations, configuration, uses and operation of facilities required, in its judgment, to ensure the furnishing of reasonable adequate telecommunications service. Modifications as a result of an applicant's request may involve additional charges.

Payment of construction charges is in addition to all other scheduled rates, including channel charges, unless terms and conditions are negotiated with the Company.

The applicant must comply with and is responsible for, adhering to all requirements as set forth in the written agreement and Sections 1 and 9 of this tariff. Where terms and conditions conflict between the agreement and this tariff, the agreement takes precedence. The charges in this tariff are in addition to those specified in other sections of the Company's tariffs for specific services.

The applicant's refusal to comply with this tariff may result in the Company's refusal to provide facilities.

The engineering design and facilities constructed in accordance with this tariff, however financed, shall be and will remain the property of the Company.

Should an applicant cancel the request to construct, the applicant will be responsible for paying any costs or expenses incurred by the Company up to the time of cancellation.

Where the Company constructs facilities to serve a group of applicants, the Company will reasonably allocate the construction charges among members of the group. No applicant will be required to pay higher construction charges than would be required on an individual basis.

9.04. Inclusion of special construction language for land developers by the Company in its tariff or contract does not constitute a determination by the Commission that the special construction requirements imposed by the Company is approved or sanctioned by the Commission. Applicants shall be free to pursue whatever legal remedies they may have should a dispute arise.

9.05. A land developer's special construction charges requirement are in effect for as long as the Company has the carrier of last resort obligation as required by Section 4927.11 of the Revised Code.

(N)

Issued:

Effective:

EXHIBIT C

(Description of Filing)

The Applicant, Frontier North, Inc., hereby revises its tariff to clarify situations in which the Company may assess construction charges to a service applicant.

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

6/26/2013 2:13:51 PM

in

Case No(s). 90-5023-TP-TRF

Summary: Application to revise current language regarding special construction electronically filed by Ms. Rachel G Winder on behalf of Frontier North, Inc.