

January 9, 2015

Ms. Barcy F. McNeal, Secretary

Public Utilities Commission of Ohio

180 E. Broad Street

Columbus, OH 43215-3793

Re: Case No. 15-0039-TP-NAG

Dear Ms. McNeal:

Frontier North, Inc. is hereby submitting the attached Amendment 1 to the Agreement with Mediacom Communications Corporation pursuant to Section 252 of the Telecommunications Act of 1996. The application for approval of the initial Agreement was filed December 10, 2010 in Case No. 10-2983-TP-NAG.

If you have any questions, feel free to contact me at 740-383-0490.

Sincerely,

/s/ Cassandra Cole

Cassandra Cole - Manager

Frontier Communications

1300 Columbus Sandusky Rd. N.

Marion, OH 43302

### 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 an Amendment to a Negotiated Interconnection Agreement with Mediacom Communications Corporation (MCC)	) ) )	TRF Docket No. 90- Case No. 15-0039- <b>TP</b> - <u>NAG</u> NOTE: Unless you have reserved a C BLANK.	
Name of Registrant(s) Frontier North Inc.			
DBA(s) of Registrant(s)			
Address of Registrant(s) 1300 Columbus Sandusky Rd. N., M.	<u> 1arion, OH</u>	<u>43302</u>	
Company Web Address www.Frontier.com			
Regulatory Contact Person(s) _Cassandra Cole		Phone <u>740-383-0490</u>	Fax
Regulatory Contact Person's Email Address 1300 Columbus	Sandusky	Rd. N., Marion, OH 43302	
Contact Person for Annual Report ) Cassandra Cole			Phone <u>740-383-0490</u>
Address (if different from above)			
Consumer Contact InformationCassandra Cole			Phone <u>740-383-0490</u>
Address (if different from above)			
Motion for protective order included with filing? \( \subseteq \text{Yes } \text{X} \)	No		
Motion for waiver(s) filed affecting this case? $\square$ Yes X No	o [Note: W	aivers may toll any automatic ti	meframe.]
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 & conditions existing BLES		ATA <u>1-0</u> (Auto 30 day		ATA <u>1-6</u> (Auto 30 days			FA <u>1-6-14(H)</u> 30 days)
Introduce non-recurring ch surcharge, or fee to BLES	arge,					(Auto 3	TA <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</u> (Auto 30 days			TA <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	☐ ZTA <u>1-0</u> (0 day Notic	e)	TTA <u>1-6-</u> (0 day Notice	)		A <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		ZTA <u>1-6-</u> (0 day Notice			
Change BLES Rates		TRF <u>1-6</u> (0 day Notic	e)	TRF <u>1-6-</u> (0 day Notice			RF <u>1-6-14(G)</u> Notice)
To obtain BLES pricing fle	exibility	BLS <u>1-6-6</u> (C)(1)(c) (Auto 30 da	ıys)				
Change in boundary		ACB <u>1-0</u> (Auto 14 day		ACB <u>1-6</u> (Auto 14 days			
Expand service operation a	rea						RF <u>1-6-08(G)</u> (0 day)
BLES withdrawal							'A <u>1-6-25(B)</u> Notice)
Other* (explain)							
Section I – Part II – Cus							,
Type of Notice	Direc	et 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	Introdu	ice New Tariff Change Pric		Price Cha	ange	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)

<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	<b>X</b> 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>	ARB <u>1-7-09</u>
Request for Arbitration	(Non-Auto)	(Non-Auto)
Introduce or change c-t-c service tariffs,	☐ ATA <u>1-7-14</u>	☐ ATA <u>1-7-14</u>
introduce of change c-t-c service tariffs,	(Auto 30 day)	(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	n 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 O imply Commission approval and that the Commission's rules as modific contradictory provisions in our tariff. We will fully comply with the rules of can result in various penalties, including the suspension of our certificate to operation.	ed and clarified from time to time, supersede any the state of Ohio and understand that noncompliance
☐ I attest that customer notices accompanying this filing form were sent to af accordance with Rule 4901:1-6-7, Ohio Administrative Code.	fected 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 Titl	le) (Date)
• This affidavit is required for every tariff-affecting filing. It may be si authorized agent of the applicant.	igned by counsel or an officer of the applicant, or an
<u>VERIFICATION</u>	
I, <u>Cassandra Cole</u> verify that I have utilized the Telecommunications F Commission and that all of the information submitted here, and all additional true and correct to the best of my knowledge.	
*(Signature and Title) /s/ Cassandra Cole, Regulatory Manager *Verification is required for every filing. It may be signed by counsel or an applicant.	(Date) <u>1-9-2015</u> officer 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. (1)

### TO THE

### INTERCONNECTION AGREEMENT

#### **BETWEEN**

#### FRONTIER NORTH INC.

#### AND

### MCC TELEPHONY OF THE MIDWEST. LLC

This Amendment No. (1) (this "Amendment") shall be deemed effective upon signature of both Parties (the "Amendment Effective Date") by and between Frontier North Inc. ("Frontier"), a Wisconsin corporation with offices at 3 High Ridge Park, Stamford, CT 06905, and MCC Telephony of the Midwest, LLC ("MCC"), a Delaware limited liability company with offices at One Mediacom Way, Mediacom Park, NY 10918. Frontier and MCC 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. in the state of Ohio (the "State").

### WITNESSETH:

WHEREAS, Frontier and MCC are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated October 18, 2010. (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 or a Frontier Tariff.

### 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. Reciprocal Compensation. Upon following the Amendment effective date, Reciprocal compensation rates in this Agreement will be phased down as provided in the *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* as such order may be revised, reconsidered, modified or changed in the future. For clarity, Reciprocal compensation rates are capped and subject to reductions pursuant to the FCC's Reform Timeline as outlined in paragraph 801 of FCC 11-161, or as such Reform Timeline may be revised, reconsidered, modified or changed in the future.
- 4. <u>VoIP Traffic</u>. Upon following the Amendment effective date, VoIP Traffic exchanged pursuant to this Agreement will be governed by the default provisions of *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* as such order may be revised, reconsidered, modified or changed in the future. For clarity, and subject to any future revisions, reconsiderations, modifications or changes in the *USF/ICC Transformation Order*, interexchange VoIP-originated traffic terminated to either Party is subject to interstate access charges, and local VoIP-originated traffic terminated to either Party is subject to the reciprocal compensation provisions of this Agreement. The Parties agree access charges will comply with all FCC mirroring and default phase-down requirements.

### 4. Notices

4.1 All notices required under the Agreement 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.

### To Frontier:

Frontier Communications Attn: Director, Business Operations – Carrier Services 63 Stone Street Rochester, NY, 14604

With Copy to:

Frontier Communications Attn: Associate General Counsel 2378 Wilshire Blvd Mound, MN 55364

### To Mediacom:

Mediacom Communications Corporation Attn: Anne Sokolin-Maimon VP, Regulatory Affairs One Mediacom Way Mediacom Park, NY 10918 **IN WITNESS WHEREOF**, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

MCC Telephony of the Midwest, LLC	Frontier North Inc.
Ву:	ву:
Printed: Daniel P. Tenplin	Printed: <u>Stephen LeVan</u>
Title: Prasident	Title: SVP, Carrier Sales and Service
Date: 9/11/141	Date: (1- % -) 4

EXHIBIT A

INTERCARRIER COMPENSATION REFORM RATE REDUCTIONS

EFFECTIVE DATE	FRONTIER TANDEM ROUTED	FRONTIER END OFFICE ROUTED
7/1/14	.00401652	.00290110
7/1/15	.00225578	.00179890
7/1/16	.0007	.0007
7/1/17	.0007	Bill and Keep
7/1/18	Bill and Keep	Bill and Keep

This foregoing document was electronically filed with the Public Utilities

**Commission of Ohio Docketing Information System on** 

1/9/2015 3:02:35 PM

in

Case No(s). 15-0039-TP-NAG

Summary: Application APPROVAL OF AMENDMENT TO A NEGOTIATED INTERCONNECTION AGREEMENT BETWEEN FRONTIER NORTH INC AND MEDIACOM COMMUNICATIONS CORPORATION (MCC) electronically filed by Ms. Cassandra F Cole on behalf of Frontier North Inc.