

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM

(Effective: 10-11-2017)

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.

) TRF Docket No. 90 -

) Case No. 17 - 2508 - **TP - NAG**

to AMEND A NEGOTIATED INTERCONNECTION AGREEMENT WITH
TELEPORT COMMUNICATIONS AMERICA, LLC

) **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 _____

Regulatory Contact Person(s) CASSANDRA COLE Phone 7403600696 Fax N/A

Regulatory Contact Person's Email Address 1300 COLUMBUS SANDUSKY RD N. MARION, OH 43302

Contact Person for Annual Report CASSANDRA COLE Phone 7403600696

Address (if different from above) _____

Consumer Contact Information CASSANDRA COLE Phone 7403600696

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.]

Notes:

Section I and II are Pursuant to Ohio Administrative Code 4901:1-6.

Section III – Carrier to Carrier is Pursuant to Ohio Adm.Code 4901:1-7, and Wireless is Pursuant to Ohio Adm.Code 4901:1-6-24.

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 Adm.Code Chapter 4901 and/or the supplemental application form noted.

(3) Information regarding the number of copies required by the PUCO may be obtained from the PUCO's website 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 PUCO.

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

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 <u>1-6-08</u> * (Auto 30- day) | <input type="checkbox"/> ACE <u>1-6-08</u> *(Auto 30 day) | <input type="checkbox"/> ACE <u>1-6-08</u> *(Auto 30 day) | <input type="checkbox"/> ACE <u>1-6-10</u> (Auto 30 day) | <input type="checkbox"/> UNC <u>1-6-09</u> *(Non-Auto) |

*Supplemental Certification forms can be found on the PUCO webpage.

Section II – Part II – Certificate Status & Procedural

| Certificate Status | ILEC | CLEC | Telecommunications Service Provider Not Offering Local |
|---|---|---|---|
| Abandon all Services | | <input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days) | <input type="checkbox"/> ABN <u>1-6-26</u> (Auto 30 days) |
| Change of Official Name * | <input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days) | <input type="checkbox"/> ACN <u>1-6-29(B)</u> (Auto 30 days) | <input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice) |
| Change in Ownership * | <input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days) | <input type="checkbox"/> ACO <u>1-6-29(E)</u> (Auto 30 days) | <input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice) |
| Merger * | <input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days) | <input type="checkbox"/> AMT <u>1-6-29(E)</u> (Auto 30 days) | <input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice) |
| Transfer a Certificate * | <input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days) | <input type="checkbox"/> ATC <u>1-6-29(B)</u> (Auto 30 days) | <input type="checkbox"/> CIO <u>1-6-29(C)</u> (0 day Notice) |
| Transaction for transfer or lease of property, plant or business * | <input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days) | <input type="checkbox"/> ATR <u>1-6-29(B)</u> (Auto 30 days) | <input type="checkbox"/> 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 PUCO's webpage 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 checked="" type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day) | <input type="checkbox"/> NAG <u>1-7-07</u> (Auto 90 day) |
| Request for Arbitration | <input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto) | <input type="checkbox"/> ARB <u>1-7-09</u> (Non-Auto) |
| Introduce or change c-t-c service tariffs | <input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 days) | <input type="checkbox"/> ATA <u>1-7-14</u> (Auto 30 days) |
| Request rural carrier exemption, rural carrier suspension or modification | <input type="checkbox"/> UNC <u>1-7-04 or 05</u> (Non-Auto) | |
| Changes in rates, terms & conditions to Pole Attachment, Conduit Occupancy and Rights- of-Way. (13-579-AU-ORD 11/30/16 Entry) | <input type="checkbox"/> ATA <u>1-3-04</u> (Auto 60 days) | |
| Wireless Providers See <u>4901:1-6-24</u> | <input type="checkbox"/> RCC [Registration & Change in Operations] (0 day) | <input type="checkbox"/> NAG [Interconnection Agreement or Amendment] (Auto 90 days) |

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.

(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 Ohio Adm.Code 4901:1-6-7.

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, , 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

Cassandra Cole - Manager Date 12/15/17

**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.*

File document electronically as directed in case number 06-900-AU-WVR

or

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

AMENDMENT

TO THE

INTERCONNECTION AGREEMENTS

This Amendment (this "Amendment"), effective as of July 1, 2017 (the "Amendment Effective Date"), amends each of the Interconnection Agreements (each, the "Agreement"; collectively, the "Interconnection Agreements") by and between each of the Frontier incumbent local exchange carrier ("ILEC") affiliates (individually and collectively "Frontier" or the "Frontier Parties") and each of the AT&T wireline competitive local exchange carrier ("CLEC") affiliates (individually and collectively "AT&T" or the "AT&T Parties"; Frontier and AT&T are hereinafter referred to individually as a "Party" and collectively as the "Parties"). Exhibit B hereto lists, to the best of the Parties' knowledge, the Interconnection Agreements in effect as of the Effective Date. The term "affiliates," as used in this Amendment, shall have the same meaning as under Rule 405 of the Rules promulgated pursuant to the Securities Act of 1933, as amended. This Amendment only covers the services addressed herein that Frontier provides in its operating territory in the states listed in Exhibit B.

WITNESSETH:

WHEREAS, Frontier and AT&T are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), effective on the date listed in Exhibit B; and

WHEREAS, FCC 11-161, ("USF/ICC Transformation Order") released by the Federal Communications Commission ("FCC") on November 18, 2011, as such order may be revised, reconsidered, modified or changed in the future, orders that Reciprocal compensation rates in this Agreement will be phased down.

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. Amendments to Interconnection Agreements. The Interconnection Agreements are amended to incorporate the terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreements (hereinafter referred to as the "Amended Agreements") notwithstanding any other term or condition of the Amended Agreements or a Frontier Tariff.
 - 1.1 Reciprocal Compensation. As of the Amendment Effective Date, Reciprocal compensation rates in these Interconnection Agreements will be phased down as provided in the USF/ICC Transformation Order 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.
 - 1.1.1 The FCC Reform Timeline stepped down rates for Reciprocal Compensation Traffic routed through Frontier's tandem(s) to \$.0007. This rate will remain in effect until July 1, 2018 at which time Reciprocal Compensation Traffic will be reduced to bill and keep as

set forth in Exhibit A to this Amendment. In the event the rate exchanged with Frontier and AT&T is below \$.0007, the Parties agree to continue to exchange Reciprocal Compensation Traffic at the current rate until July 1, 2018 when the rate will drop to bill and keep.

1.1.2 End Office routed Reciprocal Compensation Traffic is currently at bill and keep.

1.2 VoIP Traffic. As of the Amendment Effective Date, VoIP Traffic exchanged pursuant to these Interconnection Agreements will be governed by the default provisions of USF/ICC Transformation Order. 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 the Amended Agreements. The Parties agree access charges will comply with all FCC mirroring and default phase-down requirements.

1.3 Notices. All notices required under the Amended Agreements for Frontier and AT&T 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:

Contract Management
Frontier Communications
7979 N. Belt Line Road, MC: S1C74
Irving, TX 75063
Email Address: contract.management@ftr.com

With a copy to:

Legal Department - Interconnection
Frontier Communications
401 Merritt 7
Norwalk, CT 06851

To AT&T:

1 AT&T Way
Room 4A105
Bedminster, NJ 07921
Attn: Director Financial Analysis
Phone: 908-234-3707
Email: dh6491@att.com

With a copy to:

AT&T Services, Inc.
Legal Department
208 South Akard
Dallas, TX 75202
Attn: Interconnection Agreement Counsel
Fax: 214-746-2214

2. Miscellaneous Provisions

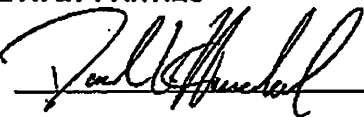
- 2.1 Conflict Between this Amendment and the Interconnection Agreements. This Amendment shall be deemed to revise the terms and conditions of the Interconnection Agreements to the extent necessary to give effect to the terms and conditions of this Amendment. In the event of a conflict between the terms and conditions of this Amendment and the terms and conditions of any of the Interconnection Agreements, this Amendment shall govern; provided, however, that the fact that a term or condition appears in this Amendment but not in an Interconnection Agreement, or in an Interconnection 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 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Amended Agreement.
- 2.3 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.
- 2.4 Captions. 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 Interconnection Agreements 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 Interconnection Agreements shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to amend or extend the term of the Amended Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Amended Agreement.
- 2.6 Joint Work Product. 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 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. 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.

[SIGNATURE PAGE FOLLOWS]

SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed as of the Amendment Effective Date.

THE AT&T PARTIES


By: 

Printed: David Handal

Title: Carrier Relations Director

Date: 11/15/17

THE FRONTIER PARTIES

By: 

Printed: Michael Daniel

Title: SVP, Carrier Services

Date: 11-23-17

EXHIBIT A

INTERCARRIER COMPENSATION REFORM RATE REDUCTIONS

| EFFECTIVE DATE | FRONTIER TANDEM ROUTED | FRONTIER END OFFICE ROUTED |
|-----------------------|-----------------------------------|---------------------------------------|
| 7/1/2017 | \$0.0004 | Bill and Keep |
| 7/1/2018 | Bill and Keep | Bill and Keep |

EXHIBIT B

INTERCONNECTION AGREEMENTS

| Frontier Legal Entity | AT&T Legal Entity | State | Agreement Effective Date | Amendment No. |
|--|--------------------------------------|----------------|--------------------------|---------------|
| Frontier California Inc. | AT&T Corp. | California | 1/23/97 | 11 |
| Frontier Communications of the Southwest Inc. | AT&T Corp. | California | 1/23/97 | 11 |
| Frontier California Inc. | Teleport Communications America, LLC | California | 6/10/98 | 9 |
| Frontier Communications of the Southwest Inc. | Teleport Communications America, LLC | California | 6/10/98 | 9 |
| The Southern New England Telephone Company | AT&T Corp. | Connecticut | 8/27/07 | 1 |
| The Southern New England Telephone Company | Teleport Communications America, LLC | Connecticut | 8/27/07 | 1 |
| Frontier Florida LLC | AT&T Corp. | Florida | 8/1/97 | 7 |
| Frontier Florida LLC | Teleport Communications America, LLC | Florida | 3/6/98 | 6 |
| Frontier Northwest Inc. | AT&T Corp. | Idaho | 7/10/01 | 3 |
| Frontier Communications of the Carolinas LLC and Frontier North Inc. | AT&T Corp. | Illinois | 6/28/1999 | 5 |
| Frontier Communications of the Carolinas LLC and Frontier North Inc. | Teleport Communications America, LLC | Illinois | 6/2/04 | 3 |
| Frontier North Inc. and Frontier Midstates Inc. | AT&T Communications of Indiana LLC | Indiana | 11/24/99 | 3 |
| Frontier North Inc. and Frontier Midstates Inc. | Teleport Communications America, LLC | Indiana | 5/21/03 | 3 |
| Frontier North Inc. and Frontier Midstates Inc. | AT&T Corp. | Michigan | 8/3/99 | 5 |
| Frontier North Inc. and Frontier Midstates Inc. | Teleport Communications America, LLC | Michigan | 11/24/1999 | 5 |
| Frontier Communications of the Carolinas LLC | AT&T Corp. | North Carolina | 2/9/99 | 3 |

| Frontier Legal Entity | AT&T Legal Entity | State | Agreement Effective Date | Amendment No. |
|--|--------------------------------------|----------------|---------------------------------|----------------------|
| Frontier Communications of the Carolinas LLC | Teleport Communications America, LLC | South Carolina | 10/7/05 | 2 |
| Frontier Communications of the Carolinas LLC | Teleport Communications America, LLC | North Carolina | 12/8/00 | 3 |
| Frontier North Inc. | AT&T Corp. | Ohio | 12/30/98 | 5 |
| Frontier North Inc. | Teleport Communications America, LLC | Ohio | 6/2/04 | 3 |
| Frontier Communications Northwest Inc. | AT&T Corp. | Oregon | 1/27/99 | 4 |
| Frontier Communications Northwest Inc. | Teleport Communications America, LLC | Oregon | 4/23/99 | 4 |
| Frontier Communications of the Carolinas LLC | AT&T Corp. | South Carolina | 7/14/00 | 3 |
| Frontier Southwest Incorporated | AT&T Communications of Texas, LLC | Texas | 6/6/97 | 5 |
| Frontier Southwest Incorporated | Teleport Communications America, LLC | Texas | 2/20/98 | 5 |
| Frontier Communications Northwest Inc. | AT&T Corp. | Washington | 9/25/1997 | 5 |
| Frontier Communications Northwest Inc. | Teleport Communications America, LLC | Washington | 4/21/99 | 4 |
| Frontier West Virginia Inc. | AT&T Corp. | West Virginia | 2/10/99 | 6 |
| Frontier West Virginia Inc. | Teleport Communications America, LLC | West Virginia | 6/15/02 | 6 |
| Frontier North Inc. | AT&T Corp. | Wisconsin | 2/5/1999 | 3 |
| Frontier North Inc. | Teleport Communications America, LLC | Wisconsin | 11/24/03 | 3 |

This foregoing document was electronically filed with the Public Utilities

Commission of Ohio Docketing Information System on

12/15/2017 4:41:45 PM

in

Case No(s). 17-2508-TP-NAG

Summary: Application AMEND A NEGOTIATED INTERCONNECTION AGREEMENT WITH TELEPORT COMMUNICATIONS AMERICA, LLC electronically filed by Ms. Cassandra F Cole on behalf of Frontier North Inc.