

The Public Utilities Commission of Ohio
TELECOMMUNICATIONS FILING FORM
(Effective: 04-01-2020)

Per the Commission's 5/29/2019 "Implementation Order" in Case No. 19-0173-TP-ORD

This form is intended to be used with most types of required filings. It provide check boxes with rule references for the most common types of filings. It does not replace or supersede Commission rules in anyway.

In the Matter of the Application of Amendment to the)	TRF Docket No. 90- -TP-TRF
Interconnection Agreement by and between Brightspeed of)	Case No. 23-0448-TP-NAG
Northcentral Ohio, Inc. f/k/a CenturyTel of Ohio, Inc. d/b/a)	NOTE: Unless you have reserved a Case #, leave
CenturyLink and Time Warner Cable Information Services)	the "Case No." field BLANK.
(Ohio), LLC		

Name of Registrant(s) Brightspeed of Northcentral Ohio, Inc. f/k/a CenturyTel of Ohio, Inc.

DBA(s) of Registrant(s) Click here to enter text.

Address of Registrant(s) 1120 S Tryon St, Ste. 700, Charlotte, NC 28203

Company Web Address www.brightspeed.com

Regulatory Contact Person(s) Josh Motzer

Phone (704) 314-2363

Fax (____)____-____

Regulatory Person's Email Address

josh.motzer@brightspeed.com

Contact Person for Annual Report Mike Giordano

Phone (704) 314-2375

Consumer Contact Information Scott Belka

Email: PUC@brightspeed.com

Address (if different from above) Click here to enter text.

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:

Sections I and II are pursuant to Ohio Administrative Code (OAC) [4901:1-6](#).

Section III – Part I - Carrier to Carrier is pursuant to OAC [4901:1-7](#) and Pole Attachment to OAC [4901:1-3](#)

Section III – Part II - Wireless is pursuant to OAC [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 identified section of the Ohio Administrative 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 (Procedural filing requirements), 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).

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 1-6-14(I)(2) (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)
Introduce non-recurring charge, surcharge or fee to BLES	<input type="checkbox"/> ATA 1-6-14(I) (Auto 30 days)		<input type="checkbox"/> ATA 1-6-14(I) (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(E) (0 day notice)		
Introduce BLES or expand local service area (calling area)	<input type="checkbox"/> ZTA 1-6-14(E) (0 day notice)	<input type="checkbox"/> ZTA 1-6-14(E) (0 day notice)	<input type="checkbox"/> ZTA 1-6-14(E) (0 day notice)
Change BLES Rates	<input type="checkbox"/> TRF 1-6-14(E) & (G) (0 day notice)	<input type="checkbox"/> TRF 1-6-14(E) (0 day notice)	<input type="checkbox"/> TRF 1-6-14(H) (0 day notice)
To obtain BLES pricing flexibility	<input type="checkbox"/> BLS 1-6-14(C)(1)(c) (Auto 30 days)		
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 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 notice)
BLES withdrawal	<input type="checkbox"/> WBL 4927.10 (120 day notice)		<input type="checkbox"/> ZTA 1-6-25(B) (0 day notice)
Other (explain):			

Section I – Part I - Common Filings:

*Other exhibits may be required under the applicable rule, see the 4901:106-14(E) Filing Requirements on the PUCO's webpage for a complete list of exhibits.

Section I – Part II – Customer Notification Offerings Pursuant to Chapter 4901:1-6-07 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 – Inmate Operator Service Pursuant to Chapter 4901:1-6-22 OAC

Introduce New	Tariff Change	Price Change	Withdraw
<input type="checkbox"/> TRF (0 day notice)	<input type="checkbox"/> ATA (Auto 30 days)	<input type="checkbox"/> TRF (0 day notice)	<input type="checkbox"/> UNC (Non-Auto)

Section II – Part I – Carrier Certification – Pursuant to Chapter 4901:1-6-08 & 10 OAC and Competitive Eligible Telecommunications Carrier Designation (CETC) – Pursuant to Chapter 4901:1-6-09 OAC

ILEC (Out of territory)	CLEC	Telecommunications Service Provider Not Offering Local Service	CESTC	CETC
<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 forms can be found on the PUCO webpage – [Telecommunications application forms](#).

Section II – Part II – Change in Operation or Ownership

Change in Operation or Ownership	ILEC	CLEC	Telecommunications Service Provider Not Offering Local Service
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)(1) (Auto 30 days)	<input type="checkbox"/> ACO 1-6-29(E)(1) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0-day notice)
Merger *	<input type="checkbox"/> AMT 1-6-29(E)(1) (Auto 30 days)	<input type="checkbox"/> AMT 1-6-29(E)(1) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0-day notice)
Transfer 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"/> ATC 1-6-29(B) (Auto 30 days)	<input type="checkbox"/> CIO 1-6-29(C) (0-day notice)
FCC Authorized Change in Ownership or Merger	<input type="checkbox"/> CIO 1-6-29 (E)(2) (0-day notice)	<input type="checkbox"/> CIO 1-6-29 (E)(2) (0-day notice)	<input type="checkbox"/> CIO 1-6-29 (E)(2) (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 webpage for a complete list of exhibits.

Section III – Part I - Carrier to Carrier (Pursuant to 4901:1-7) & Attachments to Utility Equipment or Rights of Way (Pursuant to 4901:1-3)

Carrier to Carrier	ILEC	CLEC
Interconnection agreement or amendment to an approved agreement	<input checked="" type="checkbox"/> NAG 1-7-07 (Auto 90 days)	<input type="checkbox"/> NAG 1-7-07 (Auto 90 days)
Request for arbitration	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)	<input type="checkbox"/> ARB 1-7-09 (Non-Auto)
Introduce or change carrier to carrier tariffs	<input type="checkbox"/> ATA 1-7-14 (Auto 30 days)	<input type="checkbox"/> ATA 1-7-14 (Auto 30 days)
Request rural carrier exemption, rural carrier suspension or modification	<input type="checkbox"/> UNC 1-7-04 or 05 (Auto 30 days)	
Changes in rates, terms & conditions to pole attachments, conduit occupancy and rights of	<input type="checkbox"/> ATA 1-3-04 (Auto 60 days)	

Section III – Part II – Facilities-based Wireless Service Providers (Pursuant to 4901:1-6-24)

Registration and Change in Operations*	<input type="checkbox"/> RCC 1-6-24(B) (0 day notice)
Interconnection Agreement or amendment to an approved Agreement.	<input type="checkbox"/> NAG 1-7-07 (0 day notice)

*Change in Operations filing must be filed in the original RCC case designation code established during the registration process.

Section IV. – Attestation

Registrant hereby attests to its compliance with the 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.

[Click here to enter text.](#)

(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 [Click here to enter text.](#) at [Click here to enter text.](#)

*Signature and Title

Date

**This affidavit is required for every tariff-affecting filing. It may be signed by counsel, an officer of the applicant or an authorized agent of the applicant.*

VERIFICATION

I, Joshua S. Motzer, verify I have utilized the Telecommunications Filing Form for the most proceedings provided by the Commission and that all of the information submitted here and all additional information in connection with this case, is true and correct to the best of my knowledge.



Director

4/19/23

*Signature and Title

Date

**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 Filing 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 Agreement
between
CenturyTel of Ohio, Inc. d/b/a CenturyLink
and
Time Warner Cable Information Services (Ohio), LLC
for the State of Ohio**

This Amendment ("Amendment") to the Interconnection Agreement between CenturyTel of Ohio, Inc. d/b/a CenturyLink (Connect Holding II LLC, d/b/a Brightspeed) ("Brightspeed") and Time Warner Cable Information Services (Ohio), LLC ("CLEC"), in its capacity as a certified provider of local wireline Telecommunications Service. Brightspeed and CLEC are herein referred to collectively as the "Parties" and each individually as a "Party." This Amendment covers services in the State of Ohio (State) and only in areas in which both Parties are certificated.

RECITALS

WHEREAS, the Parties entered into an Interconnection Agreement ("Agreement") for service in the state of Ohio which was executed on February 7, 2017; and

WHEREAS, the Parties desire to amend the Agreement under the terms and conditions contained herein.

AGREEMENT

NOW THEREFORE, in consideration of the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

Amendment Terms

The Agreement is hereby amended by adding terms and conditions for Operations Support Systems/Billing Support Systems, Local Number Portability, Wholesale Services, and Escalation Procedures as set forth in Attachment 1 and Exhibit 1, to this Amendment, attached hereto and incorporated herein by this reference.

The Agreement shall remain in force according to its terms, other than changes necessary to comply with revisions of applicable law or regulation and this Amendment, for twenty-four (24) months following the transaction close date, October 3, 2022, for the transfer of control of Brightspeed to Connect Holding LLC in Ohio (the "Transaction") (the last day of such period, the "Settlement End Date").

This Amendment and the provisions of this Amendment shall terminate on the Settlement End Date, October 3, 2024, except for those with another express termination date.

Except as set forth in this Amendment, the Agreement is unaffected and shall continue in full force and effect in accordance with its terms. If there is conflict between this Amendment and the Agreement or any earlier amendment, the terms of this Amendment will prevail.

Effective Date

This Amendment shall be deemed effective upon approval by the Commission, or by being permitted to go into effect by operation of law; however, the Parties may agree to implement the provisions of this Amendment upon execution.

Further Amendments

Except as modified herein, the provisions of the Agreement shall remain in full force and effect.


The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented, and waivers or consents to departures from the provisions of this Amendment may not be given without the written consent thereto by both Parties' authorized representative. No waiver by any Party of any default, misrepresentation, or breach of warranty or covenant hereunder, whether intentional or not, will be deemed to extend to any prior or subsequent default, misrepresentation, or breach of warranty or covenant hereunder or affect in any way any rights arising by virtue of any prior or subsequent such occurrence.

Entire Agreement

The Agreement as amended (including the documents referred to herein) constitutes the full and entire understanding and agreement between the Parties regarding the subjects of the Agreement as amended and supersedes any prior understandings, agreements, or representations by or between the Parties, written or oral, to the extent they relate in any way to the subjects of the Agreement as amended.

The Parties intending to be legally bound have executed this Amendment as of the dates set forth below, in multiple counterparts, each of which is deemed an original, but all of which shall constitute one and the same instrument.

**Time Warner Cable Information Services
(Ohio), LLC
By Charter Communications, Inc.,
Its Manager**



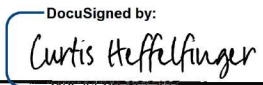
Signature
Michael L. Scanlon

Name Printed/Typed
Vice President, Circuit Operations

Title
2/2/23

Date

CenturyTel of Ohio, Inc. d/b/a CenturyLink

DocuSigned by:


Signature
Curtis Heffelfinger

Name Printed/Typed
Vice President

Title
3/21/2023

Date

ATTACHMENT 1

NOTE: The numbering in this Attachment 1 (which may not be consecutive) is used as a convenience to the Parties and may not be related to the numbering of the Agreement.

The following language is hereby added to the existing language, in the Agreement, in its entirety. In the event of any inconsistency between the terms and conditions of this Amendment and the other terms and conditions of the Agreement (including any prior amendments), the terms and conditions of this Amendment shall be controlling for all purposes and in all respects:

EXHIBIT 1**Sec. I. Operations Support Systems/Billing Support Systems ("OSS/BSS"):**

- A. Brightspeed will not make any changes to the following OSS/BSS functionalities and/or systems for a period of eighteen (18) months following the Transaction close date:
 - (i) Lumen's EASE (Electronic Administration & Service Order Exchange) system used for submitting electronic ASRs and other orders for interconnection, porting, directory listings, pre-ordering functions, and research, and for submitting manual orders (i.e., due to meet point complexity), including any e-bonded arrangements and system-to-system API interfaces for submitting electronic orders.
 - (ii) Lumen's Tol-Toll application used to provide Carrier Access Billing System ("CABS") records. CLEC receives terminating tandem switch records from former-Lumen owned tandems which allows CLEC to generate billing for terminating access to Interexchange Carriers ("IXCs"). The terminating records are in EMI Industry format, which will be maintained to permit the distribution of those records to bill terminating CABS.
 - (iii) Network interconnection billing generated by Brightspeed to CLEC will remain in the recognized CABS industry format. The invoices are generated from Brightspeed's CABS billing system and are presented to customers either via an FTP site or CABS Media electronic delivery.
- B. Brightspeed will provide CLEC with written notice of any proposed changes to the OSS/BSS functionalities and/or systems described in Section II.A, above, at least six (6) months prior to implementation of the changes.

ATTACHMENT 1

- C. Following the Transaction close date, and to the extent that Brightspeed and CLEC have an effective ICA, Brightspeed will continue to use its existing OSS/BSS and maintain at least the same intervals, quality of service, accuracy and flow-through, including for local service requests associated with LNP, and for access service requests and design layout records associated with interconnection facilities, including trunks and DS-1 (and higher capacity) facilities, as was maintained by Brightspeed prior to the Transaction closing date, subject to applicable FCC regulations.
- D. Following the Transaction close date, (i) Brightspeed shall continue to (a) provide service to CLEC under its ICA that is comparable to that which Brightspeed provided to CLEC prior to the Transaction, and (b) protect the CLEC's wholesale information from being used by Brightspeed's retail operations; and (ii) CLEC shall protect Brightspeed's LSR requests to port from being used by the CLEC retail operations to initiate retention efforts prior to completion of the number port.

Sec. II. Local Number Portability ("LNP"):

- A. Brightspeed will continue to process and complete LNP after the close of the Transaction so as, at a minimum, to meet Commission and FCC LNP requirements, as amended from time to time, and with at least the same level of quality and intervals as Brightspeed did prior to the close date of the Transaction.

Sec. III. Wholesale Services:

- A. Brightspeed shall not seek to increase the TELRIC or other interconnection facility rates in the CLEC ICA(s) where those rates are specifically set forth and/or referenced in such agreement and such facilities are still available.
- B. Brightspeed shall not seek to recover through rates set forth in the CLEC ICA(s) any one-time transfer, branding, or Transaction costs.

Sec. IV. Escalation Procedures and Point of Contact:

- A. Following the Transaction close date, and to the extent that Brightspeed and a CLEC subsidiary have an effective ICA, Brightspeed shall maintain updated escalation procedures, contact lists, and account manager information and will identify and assign a single point of contact to CLEC to address ICA systems and/or other issues.

**This foregoing document was electronically filed with the Public Utilities
Commission of Ohio Docketing Information System on**

4/19/2023 12:54:47 PM

in

Case No(s). 23-0448-TP-NAG

Summary: Notice In the Matter of the Application of Amendment to the Interconnection Agreement by and between Brightspeed of Northcentral Ohio, Inc. f/k/a CenturyTel of Ohio, Inc. d/b/a CenturyLink and Time Warner Cable Information Services (Ohio), LLC electronically filed by April McDonald on behalf of Brightspeed of Northcentral Ohio, Inc., .