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Owosso, MI 48867  
Phone: 989-723-0277  
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April 8, 2013

Ms. Mary Jo Kunkle  
Executive Secretary  
Michigan Public Service Commission  
6545 Mercantile Way  
PO Box 30221  
Lansing, MI 48911

RE: ***MPSC Case No. U-13348, Interconnection Agreement Amendment Between  
Buckeye Telesystem, Inc. and Frontier North Inc. and Frontier Midstates  
Inc.***

Dear Ms. Kunkle:

Attached for filing is the joint application requesting approval of an Amendment to the Interconnection Agreement by and between Frontier North Inc. and Frontier Midstates Inc. and Buckeye Telesystem, Inc. In accordance with the Commission's request, Frontier makes this filing electronically by posting the attached Amendment and related pleadings onto the Commission's website at:

<http://efile.mpsc.cis.state.mi.us/efile/>

If you have any questions about this application, please contact me at 989-723-0277 or [robert.e.stewart@ftr.com](mailto:robert.e.stewart@ftr.com).

Sincerely,

A handwritten signature in black ink that reads "Robert Stewart".

Robert Stewart

cc: Kerri Wiley, Buckeye Telesystem, Inc.

Enclosures

**MICHIGAN**

**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

\* \* \* \* \*

In the request for Commission approval of an	)	
Interconnection agreement amendment between	)	Case No. U-13348
Buckeye Telesystem, Inc. and	)	E-file/Paperless
Frontier North Inc. and Frontier Midstates Inc.	)	
_____	)	

**JOINT APPLICATION**

Frontier North Inc. and Frontier Midstates Inc. (“Frontier”) and Buckeye Telesystem, Inc. (“Buckeye”) hereby jointly apply to the Michigan Public Service Commission (“Commission”) pursuant to Section 203(1) of the Michigan Telecommunications Act (“MTA”), as amended, MCL 484.2203(1), and Section 252(e)(1) of the Telecommunications Act of 1996 (“the Act”), 47 U.S.C. § 252(e)(1), for approval of an interconnection agreement executed as of March 1, 2013 (“Agreement”) by and between Frontier and Buckeye. In support of this joint application, Frontier and Buckeye state as follows:

1. Frontier North Inc. is a Wisconsin corporation and Frontier Midstates Inc. is a Georgia corporation engaged in providing communications services to the public in its various exchanges throughout Michigan.
2. Buckeye is an Ohio corporation with offices in Toledo, OH.
3. Pursuant to Section 251 and 252 of the Act, Buckeye and Frontier engaged in good faith negotiations for an interconnection agreement. These negotiations resulted in a completion of the Agreement, which was executed as of March 1, 2013. A copy of the Agreement is submitted with this joint application as Exhibit A.

4. The Amendment meets all the requirements of the Act. Pursuant to §252(e)(1) of the Act, Frontier and Buckeye jointly request expedited approval of the joint application<sup>1</sup> without any public hearing or formal solicitation of comments. The joint application and the Amendment provide the Commission with sufficient information to approve the Amendment under the standards of §252(e)(1) and (2) of the Act.

WHEREFORE, Frontier North Inc. and Frontier Midstates Inc. and Buckeye Telesystem, Inc. jointly request Commission approval of the Amendment pursuant to MTA §203(1) and §252(a)(1) of the Act as soon as possible.

Respectfully submitted,

Buckeye Telesystem, Inc.

Counsel of Frontier North Inc. and Frontier Midstates Inc.



Brian Rex

Kevin Saville  
Associate General Counsel  
2378 Wilshire Blvd.  
Mound, MN 55364  
(952) 491-5564

Name: \_\_\_\_\_

Address: 4818 Angola Rd

Toledo OH 43615

Phone: 419-724-3804

Date: 4-1-2013

03/19/2013

Date: \_\_\_\_\_

<sup>1</sup> No hearing is required under MTA §203 or §252 of the Act. Under §252(e)(4) of the Act, the Amendment is deemed approved if the state commission does not act to approve or reject the Amendment within 90 days after submission.

**AMENDMENT No. (1)**  
**TO THE**  
**INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**FRONTIER NORTH INC. f/k/a VERIZON NORTH INC.**  
**FRONTIER MIDSTATES INC. f/k/a CONTEL OF THE SOUTH, INC dba VERIZON NORTH**  
**SYSTEMS**  
**AND**  
**BUCKEYE TELESYSTEM, INC.**

This Amendment No. 1 ("Amendment") shall be deemed effective on July 1, 2012 ("Amendment Effective Date") by and between Frontier North Inc., f/k/a Verizon North Inc, a Wisconsin corporation, and Frontier Midstates Inc., f/k/a Contel of the South, Inc dba Verizon North Systems, a Georgia corporation (collectively "Frontier"), with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and Buckeye Telesystems, Inc. ("Buckeye") a corporation organized under the laws of the State of Ohio, with offices at 5566 Southwyck Blvd., Toledo, Ohio . Frontier and Buckeye 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 and Frontier Midstates Inc in the state of Michigan (the "State").

**WITNESSETH:**

**WHEREAS**, Frontier and Buckeye are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") which the MPSC approved in an Order dated May 16, 2002 in MPSC Case No. U-13348 (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. 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 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 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 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.

### 3. Reciprocal Compensation

3.1. Reciprocal compensation rates in the 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. When any such revisions, reconsiderations, modifications or changes are effective, such action shall be automatically incorporated into the Agreement. For clarity, reciprocal compensation rates are capped effective immediately 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.

3.2. The Parties have agreed to the rates outlined in Exhibit A, attached hereto, as the phased down reciprocal compensation rates through the year 2020 as outlined in the USF/ICC Order as described in Section 3.1 above; however, these rates are subject to change as a result of any subsequent law or FCC order addressing the calculation of reciprocal compensation rates.

4. VoIP Traffic. 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. When such revisions, reconsiderations, modifications or changes are effective, such provisions shall be automatically incorporated into the Agreement. For clarity, and subject to any future revisions, reconsideration, modifications or changes in the USF/ICC Transformation Order, interexchange VoIP-originated traffic terminated to either Party is subject to interstate access charge, and local VoIP-originated traffic terminated to either Party is subject to the reciprocal compensation provisions of the Agreement. The Parties agree access charges will comply with all FCC mirroring and default phase-down requirements pursuant to the FCC's Reform Timeline, as such Reform Timeline may be revised in the future.

5. Notices

- 5.1 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

- 5.2 All notices required under the Agreement to Buckeye shall be sent as follows:


Mr. Leland R. Rosier  
Clark Hill PLC  
2455 Woodlake Circle  
Okemos, Michigan 48864-5941  
Telephone Number: (517) 381-2143  
Facsimile Number: (517) 381-0268  
Email Address: [lrosier@clarkhill.com](mailto:lrosier@clarkhill.com)

Kerri Wiley  
Buckeye TeleSystem  
4818 Angola Rd  
Toledo, Ohio 43615  
Telephone Number: (419) 724-3804  
Facsimile Number: (419) 724-1701  
email Address: [kwiley@telesystem.us](mailto:kwiley@telesystem.us)

Brian Rex  
Buckeye Telesystem  
4818 Angola Rd  
Toledo, Ohio 43615  
Telephone number: (419) 724-3815  
Facsimile number: (419) 724-1701  
Email address: [brex@telesystem.us](mailto:brex@telesystem.us)

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

**Buckeye Telesystem, Inc.**

By:   
Printed: Brian Rex  
Title: Treasurer  
Date: 02/18/2013

**Frontier North Inc.  
Frontier Midstates Inc.**


By:   
Printed: Stephen Levan  
Title: SVP, Carrier Sales and Service  
Date: 3/1/13

EXHIBIT A

Inter-carrier Compensation Reform Rate Reductions

<u>EFFECTIVE DATE</u>	<u>TANDEM ROUTED</u>	<u>DIRECT ROUTED</u>
<u>7/1/2012</u>	<u>\$.00433100</u>	<u>\$.0024370</u>
<u>7/1/2013</u>	<u>\$.00433100</u>	<u>\$.00141230</u>
<u>7/1/2014</u>	<u>\$.00312190</u>	<u>\$.00117510</u>
<u>7/1/2015</u>	<u>\$.00190910</u>	<u>\$.00093740</u>
<u>7/1/2016</u>	<u>\$.0007000</u>	<u>\$.0007000</u>
<u>7/1/2017</u>	<u>\$.0007000</u>	<u>Bill and Keep</u>
<u>7/1/2018</u>	<u>\$.0007000</u>	<u>Bill and Keep</u>
<u>7/1/2019</u>	<u>\$.0007000</u>	<u>Bill and Keep</u>
<u>7/1/2020</u>	<u>\$.0007000</u>	<u>Bill and Keep</u>