



224 W. Exchange
Owosso, MI 48867
Phone: 989-723-0277
Fax: 989-723-5939

September 14, 2012

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

RE: ***MPSC Case No. U-14856, Interconnection Agreement Between Comlink LLC, d/b/a Netrino, LLC and Frontier North Inc. and Frontier Midstates Inc.***

Dear Ms. Kunkle:

Attached for filing is the joint application requesting approval of the Interconnection Agreement and Amendments by and between Frontier North Inc. and Frontier Midstates Inc. ("Frontier") and Comlink LLC, dba Netrino, LLC. In accordance with the Commission's request, Frontier makes this filing electronically by posting the attached Agreement 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.

Sincerely,

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

Robert Stewart

cc: Melissa Duke, ComLink

Enclosures

MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

* * * * *

In the request for Commission approval of an)	
Interconnection agreement between)	Case No. U-14856
Comlink, LLC dba Netrino, LLC and)	E-file/Paperless
Frontier North Inc. and Frontier Midstates Inc.)	
_____)	

JOINT APPLICATION

Frontier North Inc. and Frontier Midstates Inc. (“Frontier”) and Comlink, LLC dba Netrino, LLC (“Comlink.”) 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 July 2, 2012 (“Agreement”) by and between Frontier and Comlink. In support of this joint application, Frontier and Comlink 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. Comlink is a Michigan limited liability company with offices in East Lansing, Michigan.
3. Pursuant to Section 251 and 252 of the Act, Comlink 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 July 2, 2012. A copy of the Agreement is submitted with this joint application as Exhibit A.

4. The Agreement meets all the requirements of the Act. Pursuant to §252(c)(1) of the Act, Frontier and Comlink jointly request expedited approval of the joint application¹ without any public hearing or formal solicitation of comments. The joint application and the Agreement provide the Commission with sufficient information to approve the Agreement under the standards of §252(c)(1) and (2) of the Act.

WHEREFORE, Frontier North Inc. and Frontier Midstates Inc. and Comlink, LLC dba Netrino, LLC jointly request Commission approval of the Agreement pursuant to MTA §203(1) and §252(a)(1) of the Act as soon as possible.

Respectfully submitted,

Comlink LLC, dba Netrino, LLC



Name: John Sumersett

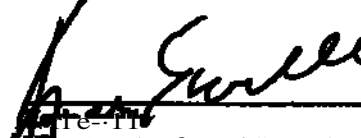
Address: ISIS Tudl.ane.Ste 100

East Lansing MI 48823

Phone: 501.664.6600

Date: 8/15/12

Counsel of Frontier North Inc. and Frontier
Midstates Inc.



Associate General Counsel
2378 W. 13th Blvd
Mound, MN 55364
(952) 491-5564

Date: 9-7-12

¹No fee is required under MTA §203 or 1252 of the Act. Under §252(e)(4) of the Act, the Agreement is effective if the Commission does not act to disapprove the Agreement within 90 days after submission.



May 4, 2012

John Summersett
General Manager
Comlink, LLC dba Netrino, LLC
1515 Turf Lane, Ste 100
East Lansing, MI 48823

Re: Requested Adoption Under Section 252(i) of the Communications Act

Dear Mr. Summersett:

Frontier North Inc. , a Wisconsin corporation, and Frontier Midstates Inc., a Georgia corporation, (collectively, "Frontier") both with their principal place of business at 180 S. Clinton Avenue, Rochester, NY, 14646, has received correspondence stating that Comlink, LLC dba Netrino, LLC ("Comlink"), a limited liability company , with principal place of business at 1515 Turf Lane, Suite 100, East Lansing, MI 48823, wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between TC3 Telecom, Inc. ("TC3") and Frontier that was approved by the Michigan Public Service Commission (the "Commission") as an effective agreement in the state of Michigan in Case No. U-16021 as such agreement exists on the date hereof (including, without limitation, Amendment[s] One, Two and Three thereto), after giving effect to operation of law (the "Terms"). I understand Comlink has a copy of the Terms. Please note the following with respect to Comlink's adoption of the Terms.

1. By Comlink's countersignature on this letter, Comlink hereby represents and agrees to the following points:
 - A. Comlink adopts (and agrees to be bound by) the Terms, and, in applying the Terms, agrees that Comlink shall be substituted in place of TC3 Telecom, Inc. and TC3 in the Terms wherever appropriate; provided that if a court of competent jurisdiction or the Commission on remand from such court subsequently approves, in a final, non-appealable order, an amendment to the Terms (a "Conforming Amendment"): 1) the terms of such Conforming Amendment shall be deemed to amend this adoption effective on the latest of (a) the effective date set forth in such Commission order, (b) the effective date of such Commission order and (c) the effective date of this adoption, 2) Comlink agrees to be bound by the terms of such Conforming Amendment effective on

the latest of (a) the effective date set forth in such Commission order, (b) the effective date of such Commission order and (c) the effective date of this adoption, and 3) Frontier and Comlink shall execute an amendment to this adoption to memorialize that this adoption is amended by the terms of such Conforming Amendment effective on the latest of (a) the effective date set forth in such Commission order, (b) the effective date of such Commission order and (c) the effective date of this adoption; provided, however, failure by either party to do so shall not be cited as a basis for contesting the effectiveness of the provisions in 1) and 2) above.

- B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Frontier (i) that no longer applies to Frontier under the Report and Order and Order on Remand (FCC 03-36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.
- C. Notice to Comlink and Frontier as may be required or permitted under the Terms shall be provided as follows:

To Comlink, LLC dba Netrino, LLC:

Melissa Duke
Supervisor – Applications Implementation
1515 Turf Lane, Ste 100
East Lansing, MI 48823
Telephone Number: 517-664-1600 ext 118
mduke@glcom.net

with copy to:

Michael Holmes
General Counsel
Telecommunications Association of Michigan
Telephone Number: 517-482-1148
Fax Number: 517-482-3548
holmes.michael@telecommich.org

To Frontier:

Frontier Communications
Attn: Director, Business Operations - Carrier Services
180 S. Clinton Avenue
Rochester, NY 14646
Telephone Number: 585-777-5131
Fax Number: 585-424-1196
Roderick.cameron@ftr.com

with a copy to:

Frontier Communications
Attn: Associate General Counsel
180 S. Clinton Avenue
Rochester, NY 14646

- D. Comlink represents and warrants that it is a certified provider of local telecommunications service in the state of Michigan, and that its adoption of the Terms will cover services in Frontier's service territory in Frontier North Inc. and Frontier Midstates Inc. for the state of Michigan only.
- E. In the event an interconnection agreement between Frontier and Comlink is currently in effect in the state of Michigan (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.
- F. Comlink's adoption of the Terms shall be deemed effective on upon commission approval of this adoption.
- G. Pursuant to Section 1.11 of the Network Elements Attachment of the Terms, Frontier hereby provides notice to Comlink of the applicable billing address and other pertinent details for the submission of Comlink invoices for Missed Due Date charges, trouble ticket charges, and trouble ticket credits. Comlink invoices for Missed Due Date charges, trouble isolation charges, and requests for trouble isolation credits should be forwarded to Frontier in accordance with the following requirements:
 - i. For those instances when Comlink assesses Frontier a Missed Due Date charge as set forth in Section 1.8 of the Network Elements Attachment of the Terms, Comlink invoices shall itemize, for each occurrence for which the Missed Due Date charge is assessed, the applicable to work order number, the Due Date confirmed by Frontier, the date the work is completed by

Frontier, a brief justification for the specific Missed Due Date charge being assessed and any other information requested by Frontier in order to substantiate the Comlink Missed Due Date charges; and

- ii. For those instances when Comlink assesses Frontier a Missed Due Date charge as set forth in Section 1.9 of the Network Elements Attachment of the Terms, Comlink invoices shall itemize, for each occurrence for which the Missed Due Date charge is assessed, the applicable work order number, the applicable Repair Ticket number, a brief justification for the specific Missed Due Date charge being assessed and any other information requested by Frontier in order to substantiate the Comlink Missed Due Date charges; and
- iii. For those instances when Comlink assesses Frontier a trouble isolation charge and/or requests credit for Frontier trouble isolation charges as set forth in Section 1.10 of the Network Elements Attachment of the Terms, Comlink invoices and/or requests for credit shall itemize, for each occurrence for which a trouble isolation charge is assessed or credit is requested, the associated Frontier trouble ticket number(s) assigned to the problem reported by Comlink, a brief justification for the specific trouble isolation charge being assessed or credit requested and any other information requested by Frontier in order to substantiate the Comlink trouble isolation charges or requests for credit; and
- iv. invoices for Missed Due Date charges, trouble isolation charges, and requests for trouble isolation credits should be forwarded to Frontier at the following address:

Frontier Communications
Attention: Access Billing
P.O. Box 92713
Rochester, NY 14692

- 2. As the Terms are being adopted by Comlink pursuant to Section 252(i) of the Act, Frontier does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Frontier of the Terms does not in any way constitute a waiver by Frontier of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Frontier of all rights and remedies it may have to seek review of the Terms, or to petition the Commission, other administrative body, or court for reconsideration or reversal of any determination made by the Commission pursuant to arbitration in Case No. U-13931 or to seek review in any way of any provisions included in the Terms as a result of Comlink's adoption of the Terms.
- 3. Nothing herein shall be construed as or is intended to be a concession or admission by Frontier that any contractual provision required by the Commission in Case Number U-13931 (the TC3 arbitration) or any provision in the Terms complies with

the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Frontier expressly reserves its full right to assert and pursue claims arising from or related to the Terms.

4. Frontier reserves the right to deny Comlink's application of the Terms, in whole or in part, at any time:
 - A. when the costs of providing the Terms to Comlink are greater than the costs of providing them to TC3;
 - B. if the provision of the Terms to Comlink is not technically feasible; and/or
 - C. to the extent that Frontier otherwise is not required to make the Terms available to Comlink under applicable law.
5. For the avoidance of any doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Frontier has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Frontier's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 and in the Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, CC Docket No. 99-68, (adopted November 5, 2008) ("*FCC Internet Orders*"), which held that Internet traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.¹ Any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Orders*, not pursuant to adoption of the Terms.² Moreover, in light of the *FCC Internet Orders*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.³ In fact, the *FCC Internet Orders* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.⁴
6. Should Comlink attempt to apply the Terms in a manner that conflicts with Paragraphs Two through Paragraphs Five above, Frontier reserves its rights to seek appropriate legal and/or equitable relief.

¹ Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) ("*FCC Remand Order*") ¶44, *remanded*, *WorldCom, Inc. v. FCC*, No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. See *WorldCom, Inc. v. FCC*, No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

² For your convenience, an industry letter distributed by Verizon explaining its plans to implement the FCC Internet Order can be viewed at http://www22.verizon.com/wholesale/library/local/industryletters/1,,east-wholesale-resources-clec_01-05_21,00.html.

³ See, e.g., 47 C.F.R. Section 51.809(c).

⁴ *FCC Internet Order* ¶ 82.

7. In the event that a voluntary or involuntary petition has been or is in the future filed against Comlink under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (A) all rights of Frontier under such laws, including, without limitation, all rights of Frontier under 11 U.S.C. § 366, shall be preserved, and Comlink's adoption of the Terms shall in no way impair such rights of Frontier; and (B) all rights of Comlink resulting from Comlink's adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Frontier pursuant to 11 U.S.C. § 366.
8. Reciprocal Compensation. 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. 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.
9. 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 this Agreement. 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.

SIGNATURE PAGE

Please arrange for a duly authorized representative of Comlink to sign this letter in the space provided below and return it to Frontier.

Sincerely,

Frontier North Inc.
Frontier Midstates Inc.



Stephen LeVan
SVP, Carrier Sales and Services

7-2-12

(DATE)

Reviewed and countersigned as to Paragraph 1:

Comlink, LLC dba Netrino, LLC



John Summersett
General Manager

5/4/12

(DATE)