



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

June 6, 2018

Ms. Kavita Kale  
Executive Secretary  
Michigan Public Service Commission  
PO Box 30221  
7109 W Saginaw Highway  
Lansing, MI 48917

RE: ***MPSC Case No. U-20195, Interconnection Agreement Between Peerless Network of Michigan, LLC and Frontier North Inc. and Frontier Midstates Inc.***

Dear Ms. Kale:

Attached for filing is the joint application requesting approval of the Interconnection Agreement by and between Frontier North Inc. and Frontier Midstates Inc. ("Frontier") and Peerless Network of Michigan, LLC ("Peerless"). 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](mailto:robert.e.stewart@ftr.com).

Sincerely,

A handwritten signature in cursive script that reads "Robert E. Stewart".

Robert Stewart

cc: Scott Kell - Peerless

Enclosures

**MICHIGAN**  
**BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION**

\* \* \* \* \*

In the request for Commission approval of an	)	
Interconnection agreement by and between	)	Case No. U-20195
Peerless Network of Michigan, LLC and Frontier	)	E-file/Paperless
North Inc. and Frontier Midstates Inc.	)	
_____	)	

**JOINT APPLICATION**

Frontier North Inc. and Frontier Midstates Inc. (“Frontier”) and Peerless Network of Michigan, LLC (“Peerless”) 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 by and between Frontier and Peerless. In support of this joint application, Frontier and Peerless 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. Peerless Network of Michigan, LLC is a Michigan corporation with offices in Chicago, IL engaged in providing communications services to the public in its various exchanges throughout Michigan.
3. Pursuant to Section 251 and 252 of the Act, Peerless and Frontier engaged in good faith negotiations for an interconnection agreement. These negotiations resulted in a completion of a new Agreement. A copy of the new Agreement is submitted with this joint application as Exhibit A.

4. The Agreement meets all the requirements of the Act. Pursuant to §252(e)(1) of the Act, Frontier and Peerless 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 Agreement provide the Commission with sufficient information to approve the Agreement under the standards of §252(e)(1) and (2) of the Act.

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

Peerless Network of Michigan, LLC

DocuSigned by:

Scott Kell

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Scott Kell

Executive Vice President, Operations  
222 S. Riverside Plaza, Suite 2730  
Chicago, IL 60606  
(312) 506-0922

Date: 05/21/2018

Respectfully submitted,

Counsel of Frontier North Inc. and Frontier  
Midstates Inc.

Kevin Saville

Kevin Saville  
Senior Vice President & General Counsel  
2378 Wilshire Blvd.  
Mound, MN 55364  
(952) 491-5564

Date:

5/24/2018

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

**AGREEMENT FOR LOCAL INTERCONNECTION**

**by and between**

**PEERLESS NETWORK OF MICHIGAN, LLC**

**and**

**FRONTIER NORTH INC. AND  
FRONTIER MIDSTATES INC.**

**FOR THE STATE OF**

**MICHIGAN**

- 1.4 Except as otherwise provided in the Principal Document, the Principal Document may not be waived or modified except by a written document that is signed by the Parties. Subject to the requirements of Applicable Law, a Party shall have the right to add, modify, or withdraw, its Tariff(s) at any time, without the consent of, or notice to, the other Party.

## **2. Term and Termination**

- 2.1 This Agreement shall be effective as of the Effective Date and, unless cancelled or terminated earlier in accordance with the terms hereof, shall continue in effect until April 24, 2020 (the "Initial Term"). Thereafter, this Agreement shall continue in force and effect unless and until cancelled or terminated as provided in this Agreement.
- 2.2 Either PN or Frontier may terminate this Agreement effective upon the expiration of the Initial Term or effective upon any date after expiration of the Initial Term by providing written notice of termination at least ninety (90) days in advance of the date of termination.
- 2.3 If either PN or Frontier provides notice of termination pursuant to Section 2.2 and on or before the proposed date of termination either PN or Frontier has requested negotiation of a new interconnection agreement, unless this Agreement is cancelled or terminated earlier in accordance with the terms hereof (including, but not limited to, pursuant to Section 12), this Agreement shall remain in effect until the earlier of: (a) the effective date of a new interconnection agreement between PN and Frontier; or, (b) the date one (1) year after the proposed date of termination.
- 2.4 If either PN or Frontier provides notice of termination pursuant to Section 2.2 and by 11:59 PM Eastern Time on the proposed date of termination neither PN nor Frontier has requested negotiation of a new interconnection agreement, (a) this Agreement will terminate at 11:59 PM Eastern Time on the proposed date of termination, and (b) the Services being provided under this Agreement at the time of termination will be terminated, except to the extent that the Purchasing Party has requested that such Services continue to be provided pursuant to an applicable Tariff or Statement of Generally Available Terms (SGAT).

## **3. Glossary and Attachments**

The Glossary and the following Attachments are a part of this Agreement:

Additional Services Attachment  
Interconnection Attachment  
Traffic Exchange Attachment  
Resale Attachment  
Network Elements Attachment  
Collocation Attachment  
911 Attachment  
Pricing Attachment

## **4. Applicable Law**

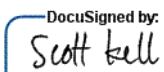
- 4.1 The construction, interpretation and performance of this Agreement shall be governed by (a) the laws of the United States of America and (b) the laws of the

**SIGNATURE PAGE**

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

**PEERLESS NETWORK OF MICHIGAN, LLC**

**FRONTIER NORTH INC. AND  
FRONTIER MIDSTATES INC.**

By:  \_\_\_\_\_  
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By: \_\_\_\_\_

Printed: Scott Kell

Printed: Michael Daniel

Title: EVP, Operations

Title: SVP, Carrier Services

**SIGNATURE PAGE**

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

**PEERLESS NETWORK OF MICHIGAN, LLC**

**FRONTIER NORTH INC. AND  
FRONTIER MIDSTATES INC.**

By: \_\_\_\_\_

By:  \_\_\_\_\_

Printed: \_\_\_\_\_

Printed: Michael Daniel

Title: \_\_\_\_\_

Title: SVP, Carrier Services