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VIA Electronic Filing

March 21, 2011

Ms. Mary Jo Kunkle
Executive Secretary
Michigan Public Service Commission
6545 Mercantile Way, Suite 7
Lansing, MI 48911

Re: MPSC Case No. U-12497 – Joint Application for Approval of Amendment No. 2 of the Interconnection Agreement Between Frontier North Inc. and Frontier Midstates Inc. (together, “Frontier”) and New Edge Network Inc. d/b/a New Edge Networks

Dear Ms. Kunkle:

Attached for filing is the joint application requesting approval of Amendment No. 2 of the Interconnection Agreement by and between Frontier North Inc. and Frontier Midstates Inc. (together, “Frontier”) and New Edge Network Inc. d/b/a New Edge Networks. In accordance with the Commission’s request, Frontier makes this filing electronically by posting the attached Agreement and related pleadings onto the Commission’s web site at:

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

The parties respectfully request that the Commission approve this Agreement. Please contact me at (585) 777-7270 if you have questions.

Sincerely,

Gregg C. Sayre
Associate General Counsel

Enclosures

cc: Jenny Smith – Interconnection Manager, Frontier Communications (via e-mail – Jenny.Smith@FTR.com)

Penny H. Bewick – VP, External Affairs, New Edge Networks (via e-mail – pbewick@corp.earthlink.com)

STATE OF MICHIGAN
BEFORE THE MICHIGAN PUBLIC SERVICE COMMISSION

In Re the Request for Commission Approval of)
Amendment Two to the Interconnection Agreement) Case No. U-12497
Between Frontier North Inc. and Frontier Midstates Inc.)
and New Edge Network Inc. d/b/a New Edge Networks)

JOINT APPLICATION

Frontier North Inc. and Frontier Midstates Inc. (together, “Frontier”) and New Edge Network Inc. d/b/a/ New Edge Networks (“New Edge Networks”) 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 Sections 252(a)(1) and 252(e)(1) of the Telecommunications Act of 1996 (the “Act”), 47 U.S.C. §252(a)(1) and §252(e)(1), for approval of Amendment Two to the Interconnection Agreement executed as of January 3, 2011 (“Amendment”) by and between Frontier and New Edge Networks. In support of this joint application, Frontier and New Edge Networks state as follows:

1. Frontier North Inc., a Wisconsin corporation, and Frontier Midstates Inc., a Georgia corporation are engaged in providing communications services to the public in its various exchanges in the State of Michigan.
2. New Edge Networks is a Delaware corporation with offices located at 3000 Columbus House Blvd., Suite 106, Vancouver, WA 98661.
3. Pursuant to Sections 251 and 252 of the Act, New Edge Networks and Frontier engaged in good faith negotiations for an amendment to the interconnection agreement. These negotiations resulted in a completion of Amendment Two to the Agreement, which was executed as of January 3,

2011. A copy of the Amendment is submitted with this joint application as **Exhibit A**.

4. The Amendment is the product of good faith, private negotiations between the parties.

5. The Amendment meets all the requirements of the Act. Pursuant to §252(e)(1) of the Act, Frontier and New Edge Networks jointly request expedited approval of the joint application 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., Frontier Midstates Inc. and New Edge Network Inc. d/b/a New Edge Networks jointly request Commission approval of the Amendment pursuant to MTA §201(1) and §252(a)(1) of the Act as soon as possible.

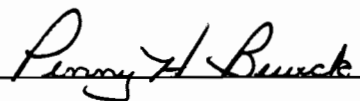
Respectfully Submitted,

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

Signature: 
Date: 3/9/11

Gregg C. Sayre
Associate General Counsel
180 South Clinton Avenue
Rochester, NY 14646
Tel: (585) 777-7270
Fax: (585) 263-9986
Email: Gregg.Sayre@FTR.com

**New Edge Network Inc. d/b/a New Edge
Networks**

Signature: 
Date: 2/25/11

Penny H. Bewick
VP, External Affairs
3000 Columbia House Blvd., Suite 106
Vancouver, WA 98661
Tel: 360-906-9775
Fax: 360-737-0828
Email: pbewick@corp.earthlink.com

cc: **Exhibit A** (Copy of Amendment)

AMENDMENT NO. 2
TO THE
INTERCONNECTION AGREEMENT
BETWEEN
FRONTIER NORTH INC.
FRONTIER MIDSTATES INC.

AND

NEW EDGE NETWORK INC. d/b/a NEW EDGE NETWORKS

This Amendment No. 2 (this "Amendment") shall be deemed effective on July 1, 2010 (the "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 d/b/a Verizon North Systems. ("Frontier"), a Georgia corporation with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and New Edge Network Inc. d/b/a New Edge Networks ("New Edge Networks"), a Delaware corporation with offices at 3000 Columbia House Blvd., Suite 106, Vancouver, WA, 98661. Frontier and New Edge Networks 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 state of Michigan (the "State").

WITNESSETH:

WHEREAS, Frontier and New Edge Networks are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated June 6, 2000 (the "Agreement"); and]

WHEREAS, New Edge Networks has requested that the Parties amend the Agreement to address the matters set forth herein.

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. The Term of the Agreement is modified as follows;

- 3.1 Paragraph 2.1 of the Agreement shall be replaced in total by the following paragraph:

2.1 Term of Agreement

This Agreement shall be effective in accordance with Section 36 (the Effective Date"), and shall remain effective until December 28, 2013. This Agreement shall continue in effect for consecutive one (1) year terms thereafter unless either Party give the other Party at least ninety (90) calendar days written notice of termination, which termination shall be effective at the end of the initial term. term

4. Notices

- 4.1 All notices required under the Agreement for Frontier West Virginia, Inc. 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:

Frontier Communications
Attn: Director, Carrier Services
180 S. Clinton Ave
Rochester, NY, 14646

With Copy to:

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

To New Edge Networks:

New Edge Network, Inc.
Attention: Penny H. Bewick
3000 Columbia House Blvd., Suite 106
Vancouver, WA 98661
pbewick@newedgenetworks.com

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

New Edge Networks
d/b/a New Edge Networks

By: 

Printed: Cardi Prinzi

Title: President

Date: 12-2-10

Frontier North Inc. and
Frontier Midstates Inc.

By: 

Printed: Stephen Levan

Title: SVP, Carrier Sales and Service

Date: 1-3-11