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d/b/a FRONTIER COMMUNICATIONS OF TENNESSEE

Citizens Communications Company of Tennessee d/b/a Frontier Communications of Tennessee (“Frontier”) hereby responds to the Complaint filed against it in this matter by Ben Lomand Rural Telephone Cooperative, Inc. (“Ben Lomand”), and it denies that Ben Lomand is entitled to the relief requested for the reasons enumerated herein.

Frontier responds to the numbered paragraphs in the Complaint as follows:

1. Frontier admits the allegations in paragraph 1 of the Complaint.

2. Frontier admits the allegations in paragraph 2 of the Complaint.

3. No response is necessary to paragraph 3 of the Complaint because the legal authorities cited therein speak for themselves. Frontier denies the allegations in paragraph 3 to the extent that the allegations contained therein are inconsistent with the cited authorities.

4. No response is necessary to paragraph 4 of the Complaint because the statute cited therein speaks for itself. Frontier denies the allegation in paragraph 4 to the extent that the allegation contained therein is inconsistent with the cited statute.

5. No response is necessary to paragraph 5 of the Complaint because the statute cited therein speaks for itself. Frontier denies the allegation in paragraph 5 to the extent that the allegation contained therein is inconsistent with the cited statute.

6. No response is necessary to paragraph 6 of the Complaint because the statute cited therein speaks for itself. Frontier denies the allegation in paragraph 6 to the extent that the allegation contained therein is inconsistent with the cited statute.

7. No response is necessary to paragraph 7 of the Complaint because the statute cited therein speaks for itself. Frontier denies the allegation in paragraph 7 to the extent that the allegation contained therein is inconsistent with the cited statute.

8. No response is necessary to paragraph 8 of the Complaint because the statute cited therein speaks for itself. Frontier denies the allegation in paragraph 8 to the extent that the allegation contained therein is inconsistent with the statute.

9. Frontier admits the allegations in the first sentence of paragraph 9 of the Complaint. Frontier denies the allegations in the second sentence of paragraph 9 of the Complaint. Frontier admits the allegations in the third sentence of paragraph 9 of the Complaint except to state that it is without knowledge or information sufficient to form a belief as to the quality of the service provided by Ben Lomand. Frontier also admits the allegations in the fourth sentence of paragraph 9 of the Complaint only insofar as this sentence correctly identifies the numbers assigned to Ben Lomand and Riverpark Hospital. Furthermore, Frontier states that Frontier was the service provider for the hospital when it was originally built.

10. Frontier admits the allegations in paragraph 10 of the Complaint only to the extent that Frontier has determined that, according to the map available to Frontier, a copy of which is attached hereto as *Exhibit A*, the original hospital property was entirely within Frontier's service

territory, and the majority of the current hospital property, which referred to in the map as the hospital annex property, also appears to be in Frontier's service territory. Upon information and belief, most if not all the actual hospital building is also within Frontier's service territory. Approximately one quarter of the current hospital property appears to lie in Ben Lomand's service territory. It is Frontier's understanding that Riverpark Hospital is a Ben Lomand customer that desires at least in part to become a Frontier customer.

11. Frontier admits the allegations in paragraph 11 of the Complaint only insofar as AT & T (AT & T) is the Interexchange Carrier for Riverpark Hospital; AT & T placed an order for an additional T-1 in Riverpark on Frontier's behalf; and the original Access Service Request ("ASR") for such order, dated February 26, 2007 mistakenly named Ben Lomand as local provider. Upon information and belief, this error has been or will be corrected to reflect Frontier as the intended local provider.

12. Frontier denies the allegation in paragraph 12 of the Complaint.

13. Frontier admits the allegations in paragraph 13 of the Complaint only to the extent that it has a contract with Riverpark Hospital to provide internet services via a dedicated internet circuit, which it has installed. These services are not subject to the jurisdiction or regulation of the Tennessee Regulatory Authority (the "Authority" or the "TRA"), and, being unregulated, are not subject to the telephone company boundaries established for regulated intrastate services.

Frontier's contract with Riverpark Hospital also includes a dedicated DS-1 point to point service provided by Frontier between Riverpark Hospital and another location.

14. Frontier is without knowledge or information sufficient to form a belief as to the truth of the allegations in paragraph 14 of the Complaint except to state that, according to the map attached hereto as *Exhibit A*, a small portion of the hospital property and/or building is in

Ben Lomand's territory. Frontier further states that it has a contract from Riverpark Hospital, dated December 12, 2006 (the "Riverpark Contract") pursuant to which Riverpark Hospital contractually requested the services referenced therein.

15. Frontier denies the allegations in paragraph 15 of the Complaint except to state that Riverpark Hospital and Frontier are parties to the Riverpark Contract, and Frontier has acted with the consent and knowledge of Riverpark Hospital.

16. Frontier denies the allegation in paragraph 16 of the Complaint, which is inconsistent with the allegations in paragraph 14 of the Complaint.

17. Frontier denies the allegations in paragraph 17 of the Complaint.

18. Frontier denies the allegation in paragraph 18 of the Complaint, including the allegation that it has acted contrary to the wishes of Riverpark Hospital.

19. No response is necessary to paragraph 19 of the Complaint as it appears to speak for itself.

20. Any allegations not specifically admitted are denied.

21. Ben Lomand has failed to state a claim for which relief can be granted.

22. Frontier denies that Ben Lomand is entitled to the relief requested.

ADDITIONAL DEFENSES

1. Frontier denies that the TRA has jurisdiction over this matter to the extent that this matter does not present a dispute as to the territorial limitations of the parties and to the extent that the relief sought by Ben Lomand exceeds the relief that the TRA can award a telephone cooperative.

2. To the extent that the Complaint seeks relief or otherwise is based upon internet services offered by Frontier, the TRA lacks jurisdiction to regulate such services.

3. Frontier denies that Ben Lomand is entitled to the relief requested to the extent that it lacks standing to obtain the relief requested.

4. To the extent that Ben Lomand asserts that Frontier is encroaching or trespassing on its territory, Frontier is otherwise entitled to provide services in Ben Lomand's territory for the following reasons

a. T.C.A. §65-4-201, which protects ILECs with less than 100,000 access lines from encroachment, is not applicable because Ben Lomand is not an ILEC. T.C.A. § 65-4-101(d) defines "incumbent local exchange telephone company" as a "public utility offering and providing basic local exchange telephone service . . . pursuant to tariffs approved by the [TRA] . . ." T.C.A. § 65-4-101(d). A "cooperative organization" is not a "public utility." T.C.A. § 65-4-101(a)(5). Moreover, Ben Lomand does not file tariffs with the TRA.

b. T.C.A. § 65-29-102 does not protect a telephone cooperative from competition within its own territory by an entity that is not a telephone cooperative.

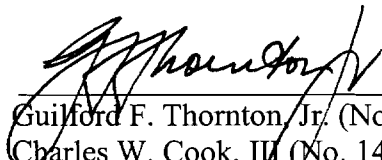
c. Any territorial protection granted to Ben Lomand by state law (see T.C.A. § 65-29-102) is preempted and prohibited by 47 U.S.C. § 253(a), which states, "No State or local statute or regulation, or other State or local requirement, may prohibit or have the effect of prohibiting the ability of any entity to provide any interstate or intrastate telecommunications service." The FCC has ruled that the above-cited T.C.A. § 65-4-201(d) is unenforceable as an unlawful prohibition against competition. *In The Matter Of AVR, L.P. d/b/a Hyperion of Tennessee, L.P. Petition for Preemption of Tennessee Code Annotated § 65-4-201(d) and Tennessee Regulatory Authority Decision Denying Hyperion's Application Requesting Authority*

to Provide Service in Tennessee Rural LEC Service Areas, 1999 WL 335803 (F.C.C.), 14 F.C.C. Rcd. 11064 (1999), *pet. for reh'g den.*, 2001 WL 12939 (F.C.C.), 16 F.C.C. Rcd. 1247 (2001).

d. TCA 65-4-123 sets forth Tennessee General Assembly's legislative intent that the "policy of this state is to foster the development of an efficient, technologically advanced, statewide system of telecommunications services **by permitting competition in all telecommunications services markets...**" (emphasis added). In addition, the relief requested is equitable given the fact that Ben Lomand, through its subsidiaries, is competing in areas served by Frontier's affiliate ILEC. Thus, it would be unfair to prevent Frontier from providing competing services in Ben Lomand's territory.

WHEREFORE, Frontier requests that the TRA (a) deny the relief requested by Ben Lomand, including convening a contested case, and (b) award Frontier such relief as is just and appropriate.

Respectfully submitted,



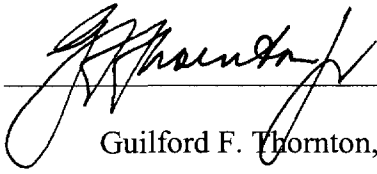
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CERTIFICATE OF SERVICE

The undersigned hereby certifies that a true and correct copy of the foregoing has been forwarded via first class U.S. Mail, prepaid, to the following:

H. LaDon Baltimore, Esq.
Farrar & Bates, L.L.P.
211 Seventh Avenue, North, Suite 420
Nashville, TN 37219

on this the _____ day of _____, 2007.



Guilford F. Thornton, Jr

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