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**BY OVERNIGHT MESSENGER**

June 25, 2008

Tennessee Regulatory Authority  
**ATTN: Sharla Dillon, Docket & Records Manager**  
460 James Robertson Parkway  
Nashville, TN 37243-0505

**RE: Docket No. 08-00093: In Re: Petition of Charter Fiberlink – Tennessee, LLC for Arbitration of Rates, Terms and Conditions of Interconnection with Citizens Telecommunications Company of Tennessee LLC d/b/a Frontier Communications of Tennessee – Citizens' Response to Petition**

Dear Ms. Dillon:

Enclosed please find the original and 13 copies of the Response of Citizens Telecommunications Company of Tennessee LLC d/b/a Frontier Communications of Tennessee in the above-referenced docket.

Should you have any questions, please feel free to call me at the above number.

Very truly yours,

  
Gregg C. Sayre  
Assistant Secretary

GCS/hmj  
Encl. (original + 13 copies)

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY**

In Re:	)	
	)	
Petition of Charter Fiberlink – Tennessee, LLC for	)	
Arbitration of Rates, Terms and Conditions of	)	
Interconnection with Citizens Telecommunications	)	
Company of Tennessee LLC d/b/a Frontier	)	Docket No. 08-00093
Communications of Tennessee Pursuant to the	)	
Communications Act of 1934, as Amended by the	)	
Telecommunications Act of 1996	)	

**RESPONSE OF  
CITIZENS TELECOMMUNICATIONS COMPANY OF TENNESSEE LLC  
D/B/A FRONTIER COMMUNICATIONS OF TENNESSEE  
TO CHARTER FIBERLINK – TENNESSEE, LLC’S PETITION FOR ARBITRATION**

Pursuant to 47 U.S.C. § 252(b), Citizens Telecommunications Company of Tennessee LLC d/b/a Frontier Communications of Tennessee (“Frontier”) respectfully responds to the May 30, 2008 Petition of Charter Fiberlink – Tennessee, LLC (“Charter”) for Arbitration of an Interconnection Agreement (“Petition”).

Frontier does not dispute Charter’s right to an interconnection agreement, its right to petition for arbitration of the remaining disputes of the parties, or the timeliness of its Petition. Frontier has been bargaining in good faith for a number of months with Charter, and the parties have further reduced and refined the issues since the filing of Charter’s Petition. In particular, arbitration issues 3 and 4 identified by Charter in its Arbitration Petition have now been resolved, and Frontier has made a settlement proposal with respect to issues 1, 2 and 5 for which it is awaiting responses from Charter. As shown below, Frontier disagrees with the manner in which the remaining outstanding issues have been stated by Charter. This response document sets forth Frontier’s positions on issues 1, 2 and 5.

## **I. Negotiation History and Dates.**

Frontier and Charter have continued to engage in negotiations after the submittal of the Petition by Charter. As of the date of this filing, the last negotiation date was June 23, 2008.

## **II. Issues.**

Frontier agrees that the parties have been able to resolve numerous issues during the negotiations which are included in the Proposed Agreement and included as Exhibit C to the Charter Petition. Exhibit B to the Charter Petition also contains an Issue Matrix which identifies the unresolved issues that existed at the time Charter submitted its Petition on May 30, 2008. While Frontier disagrees with the manner in which the issues have been stated by Charter in Exhibit B and in its Petition, issues 3 and 4 in Exhibit B have been resolved by Frontier and Charter since the Petition was filed. With respect to the three remaining issues (Issues # 1, 2 and 5), Frontier disagrees with Charter's description of the unresolved issues and provides the following explanation and response:

### **A. Issue No. 1: May Frontier Apply Cost-Based Charges for Additional Work Frontier Must Accomplish in its Retail Customer Records Systems When Charter Changes a Number Portability Order?**

Charter casts this issue as whether Frontier may charge Charter for number porting requests. The actual issue between the parties is whether Frontier may charge Charter for retail systems work made necessary by changes in Charter's number porting requests. Frontier does not propose any charges for Charter's initial porting request, including the retail systems work made necessary by the request, including the disconnection of service and the cessation of billing to the end user on the porting date. However, carriers such as Charter frequently change their number portability orders, either canceling them or, more frequently, changing the due date. In

each of these cases, Frontier must not only perform extra work in the NPAC database (for which Frontier proposes no charges), but must also make changes in its retail systems to cancel and, frequently, reschedule the disconnection of service to the end user. Frontier proposes cost-based charges for the retail systems “rework” caused when Charter makes changes to its number portability orders. The amounts of Frontier’s proposed charges for this retail rework are \$14.38 for a cancellation order, \$11.01 for a change in a residential porting order, \$17.83 for a change in a business porting order, and \$35.20 for an expedited order. These are amounts that Frontier will justify in this proceeding as cost-based.

**B. Issue No. 2: May Frontier Apply a Cost-Based Manual Concurrence Charge When Charter Requests Concurrence in the NPAC Database Because of Charter’s Delay in Placing the Original Order or its Desire to Expedite the Port More Quickly Than the Standard Interval?**

Charter casts this issue as to whether Frontier may impose a manual concurrence charge caused by Frontier’s failure to complete the number porting process in the intervals established under federal law. This issue has been much refined during discussions by the parties subsequent to the filing of Charter’s Petition. Frontier’s current proposal, to which it is awaiting Charter’s response, is that Frontier would not apply any porting related charges, including those referred to in Issue 1 above, if Frontier takes more than 24 hours to provide a Firm Order Commitment. If Charter rejects Frontier’s proposal, the issue then becomes whether Frontier may apply a cost-based manual concurrence charge when made necessary by Charter’s delay or Charter’s desire to move the porting along more quickly than the FCC-prescribed intervals. Under these circumstances, Frontier is in fact not required to provide a manual concurrence, and should not be required to do so for free. Given Frontier’s proposal not to assess charges when Frontier is late, the proposed concurrence charge is only an option that Charter is free to take or

not to take. Frontier's proposal is therefore a benefit to Charter, given Frontier's right not to perform a manual concurrence when Charter is late.

**C. Issue No. 5: Is Charter Entitled to TELRIC Pricing on Trunks that it Orders Between its Network and the Facilities of Third parties Providing 911 Service?**

Charter casts this issue as to whether Frontier should provide Charter with "access to E911 trunks at cost-based rates." Charter's formulation of the issue misses the point that these E911 trunks will not be used in any way, shape or form for interconnection with Frontier's networks in Tennessee. Frontier operates only one 911 Selective Router in Tennessee. The trunks Charter needs are primarily 911 trunks to carry Charter's 911 calls to Selective Routers operated by AT&T, or to connect directly to Public Safety Answering Point (PSAP) equipment operated by the County emergency agencies. As such, these trunks will be part of Charter's back-office, internal network. Charter is not entitled to TELRIC pricing of elements of its internal network, any more than Charter is entitled to TELRIC pricing to connect its switches to an AT&T tandem, or a cellular carrier is entitled to TELRIC pricing to connect its switches to its cell sites.

Charter is perfectly free to make any arrangements it desires to obtain these legally required trunks to carry Charter's 911 calls from its network to the networks and facilities of third parties. If it desires to obtain these trunks, or portions of them, from Frontier, Frontier stands ready to provide them pursuant to Frontier's special access tariffs. However, these trunks have nothing to do with interconnection with Frontier's network, and it would be manifestly unreasonable to require Frontier to give Charter special pricing for these back-office, internal network functionalities. Within its own network, or between its network and the facilities of third parties, Charter should bear its own costs.

The only point at which Charter even arguably may interconnect its network to Frontier's network is at the Selective Router Frontier operates in Cookeville, Tennessee. This router is not actually a part of Frontier's network, because it serves only to connect carriers to PSAP equipment in a number of counties. Frontier provides this router as a paid service to the State and Counties of Tennessee, not as part of Frontier's network. However, in the spirit of compromise on this issue, Frontier offered and continues to offer Charter an agreement that any special access circuits that Charter orders from Frontier to a Selective Router operated by Frontier will be priced at the lower of the applicable tariffed rates at the time this interconnection agreement goes into effect and the time(s) that Charter orders the circuits.

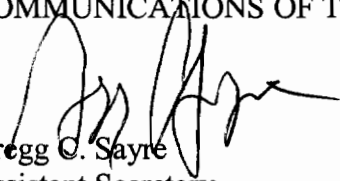
#### **IV. Terms and Conditions Proposed by Frontier**

With respect to the three remaining outstanding issues, Exhibit 1 attached hereto identifies the terms and conditions that Frontier recommends including in the Proposed Agreement.

WHEREFORE, Frontier respectfully requests that the Authority proceed with the arbitration of the unresolved issues, and resolve them as requested by Frontier.

Respectfully submitted,

CITIZENS TELECOMMUNICATIONS COMPANY OF  
TENNESSEE LLC D/B/A FRONTIER  
COMMUNICATIONS OF TENNESSEE



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(585) 263-9986 Facsimile  
Gregg.Sayre@frontiercorp.com

Dated: June 25, 2008

## **FRONTIER EXHIBIT 1**

### **I. Frontier's Proposed Language for Issues 1 and 2.**

#### **Portion of Attachment 7 to Draft Agreement (attached to Charter's Petition):**

##### **1.4 Supplemental PON Charges**

1.4.1 A supplement is any new iteration of a local service request.

##### **Supplement # 1**

**Cancel** - Indicates that the pending order is to be canceled in its entirety.

Charge - \$14.38

##### **Supplement # 2**

**New desired due date** - Indicates that the pending order requires only a change of desired due date.

##### **Supplement # 3**

**Other** - Any other change to the request.

Supp 2 & 3 Charges are as follows:

Order Type			Residence Porting	Business Porting		
Charge Per Order			\$11.01	\$17.83		

No charges for initial porting order.

Expedite Charge will be applied (\$35.20 per telephone number) for any Portings stopped on the DD & subsequently reappointed with a new Due Date.

No Supp 2 or 3 or expedite charge will be applied if Frontier provides a Firm Order Commitment more than 24 hours after receipt of the porting order. Frontier will provide billing detail sufficient for Charter to determine which PONs were subject to charges.

## **1.5 OTHER MISCELLANEOUS CHARGES**

...

### **1.5.3 Concurrence Charge**

The CLEC is responsible to create subscription versions in the NPAC prior to the 18-hour window. In the event that the CLEC does not create the subscription version(s) within the prescribed time frame, the CLEC is responsible to notify Frontier during regular business hours of the need to concur. Failure to do so may result in a delayed porting. A concurrence charge is applied for each telephone number needing concurrence.

No concurrence charge will be applied if Frontier provides a Firm Order Commitment more than 24 hours after receipt of the porting order. Frontier will provide billing detail sufficient for Charter to determine which PONs were subject to charges.

#### **NONRECURRING**

Residence	\$11.01
Business	\$17.83

## **II. Frontier's Proposed Language for Issue 5**

### **Portion of Attachment I to Draft Agreement (attached to Charter's Petition):**

1.4 Carrier will be responsible for establishing separate trunk groups for:

...

1.4.5 Connecting Carrier's switch to the applicable E911 routers. If Carrier purchases such services from Frontier, they will be provided at full applicable tariff rates. However, for trunks ordered by Carrier from Frontier to connect to a Selective Router operated by Frontier, the price will be the lower of the applicable tariffed rates at the time this Interconnection Agreement goes into effect and the time(s) that Charter orders the circuits. For all 911/E911 traffic originating from Carrier, it is the responsibility of Carrier and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from Carrier will be processed.



## CERTIFICATE OF SERVICE

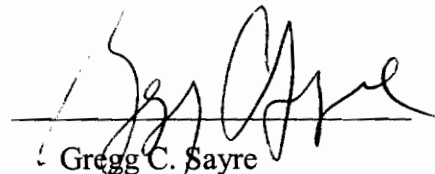
I hereby certify that I have this day served a copy of the foregoing by depositing same in the United States mail in a properly addressed envelope with adequate postage thereon to insure delivery to the following parties:

Charles A. Hudak, Esq. \*  
**Friend, Hudak & Harris, LLP**  
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Atlanta, GA 30346-2131  
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\* Also served by electronic mail

This 25<sup>th</sup> day of June, 2008.



Gregg C. Sayre  
Assistant Secretary