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Docket No. 12-00080

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**By E-Mail and Standard USPS Delivery**

July 20, 2012

Kenneth C. Hill, Chairman  
c/o Sharla Dillon, Dockets and Records Manager  
Tennessee Regulatory Authority  
460 James Robertson Parkway  
Nashville, TN 37243-0505

Re: Amendment No. 1 to Interconnection Agreement – Citizens Telecommunications Company of Tennessee, LLC, Citizens Telecommunications Company of the Volunteer State, LLC and Comcast Phone of Tennessee, LLC d/b/a Comcast Digital Phone

Dear Chairman Hill:

Enclosed for TRA review and approval are an original and one copy of Amendment No. 1 to the Interconnection Agreement between Citizens Telecommunications Company of Tennessee, LLC, Citizens Telecommunications Company of the Volunteer State, LLC and Comcast Phone of Tennessee, LLC d/b/a Comcast Digital Phone.

Our check in the amount of \$75.00 is enclosed to cover the filing fee. **Please date-stamp the enclosed copy of the cover letter and return it to me in the post-paid envelope I have provided.**

If you have any questions, please feel free to contact me.

Respectfully submitted,

A handwritten signature in black ink that reads "Susan A. Miller".

Susan A. Miller

Enclosures

Cc: Jenny Smith, Interconnection Manager – Frontier/Citizens  
Sharla Dillon, Dockets Manager – Tennessee Regulatory Authority (by e-mail)

**AMENDMENT NO. 1**  
**TO THE**  
**INTERCONNECTION AGREEMENT**  
**BETWEEN**  
**CITIZENS TELECOMMUNICATIONS COMPANY OF TENNESSEE L.L.C**  
**CITIZENS TELECOMMUNICATIONS COMPANY OF THE VOLUNTEER STATE LLC**

**AND**  
**COMCAST PHONE OF TENNESSEE, LLC d/b/a COMCAST DIGITAL PHONE**

This Amendment No. 1 (this "Amendment") shall be deemed effective upon signature by both Parties (the "Amendment Effective Date") by and between Citizens Telecommunications of Tennessee L.L.C., and Citizens Telecommunications Company of the Volunteer State LLC, both Delaware limited liability companies with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and Comcast Phone Tennessee, LLC, a Delaware limited liability company with offices at One Comcast Center, Philadelphia, PA 19103. Citizens and Comcast may be hereinafter referred to individually as a "Party" and collectively as the "Parties". This Amendment only covers the services addressed herein that Citizens provides in its operating territory in the state of Tennessee (the "State").

**WITNESSETH:**

**WHEREAS**, Citizens and Comcast are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated August 15, 2006 (the "Agreement"); and

**WHEREAS**, the Parties agree to 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 rates, terms and conditions set forth in this Section 3 of the 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 Citizens Tariff or a Citizens 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 Citizens 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 Agreement shall be modified as follows:

- 3.1 Paragraphs 9.1 and 9.2 of the Agreement shall be deleted and new paragraphs 9.1 and 9.2 shall be inserted as follows:

9.1 Directory Listings (White Pages) - A basic business listing for each Comcast business Customer shall be included in the Citizens white pages directory for such Comcast Customer's specific geographic area at no charge to either Party. Other listings that are made available to Citizens Customers (e.g. additional listings, non-published status, foreign listings, etc.) will be made available to Comcast Customers on the same rates, terms and conditions as available to Citizens Customers. Comcast Customer government listings will be listed in the same manner as Citizens Customer government listings. Comcast, at its sole discretion, may provide residential listings to Citizens, but Comcast is not required to do so. Citizens, at its sole discretion, may publish Comcast residential listings provided by Comcast, but Citizens is not required to do so.

9.2 Directory Listings (Yellow Pages) Citizens will provide Comcast Customers with the same yellow page services on the same terms and conditions as those

provided to Citizens Customers. Citizens will provide each Comcast Customer within the geographical area covered by the yellow pages directory a basic listing in Citizens "yellow pages" under the classified heading that most accurately reflects the primary nature of the Comcast Customer's business at no charge to Comcast or Comcast's Customers for this listing other than a nonrecurring order charge as set forth in Pricing for orders to add new listings or change an existing listing. Citizens will supply Comcast with a list of authorized classified headings and make available to Comcast updates to such list. Comcast agrees to supply Citizens on a regularly scheduled basis and in the format mutually agreed between Comcast and Citizens, with a classified heading assignment for each Comcast Customer who wishes to receive this listing. Citizens shall provide Comcast with monthly schedules (for a rolling twelve (12) month period) for Yellow Pages publications in the State.

3.2 A new Paragraph 9.10 will be added to the Agreement as follows:

9.10 Meaning of Provisions in this Section – Notwithstanding any other provision of this agreement, Comcast is not required to submit any residential customer's listing information to Citizens for inclusion in the Citizens white pages directory. Rather, under this agreement, Comcast may, in its sole discretion, provide residential customer listing information to Citizens for inclusion in the Citizens white pages directory for all, part, or none of Comcast's customers. The provisions of this section govern the terms and conditions under which Comcast may elect to provide a particular residential customer's listing information for inclusion in the Citizens white pages directory.

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

Comcast Phone of Tennessee, LLC

d/b/a Comcast Digital Phone

Citizens Telecommunications Company of  
Tennessee L.L.C.

Citizens Telecommunications Company of  
the Volunteer State LLC

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

*M. J. Clancy*

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

Printed: \_\_\_\_\_ Michael Clancy

Title: \_\_\_\_\_ VP Carrier Management

Date: \_\_\_\_\_

*3-14-2012*

\_\_\_\_\_  
Pete Hayes

EVP – Commercial Sales & Support

Date: \_\_\_\_\_

*4-11-12*

*[Signature]*