



ANGELA McCALL
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November 5, 2012

Docket No. 12-00136

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. 2 to the Interconnection Agreement between Citizens
Telecommunications Company of Tennessee LLC and 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 the Tennessee Regulatory Authority's review and approval are an original and one copy of Amendment No. 2 to the above referenced Interconnection Agreement. Also enclosed is our check in the amount of \$75 to cover the filing fee associated with this filing.

Please date-stamp the enclosed copy of the cover letter and return it to me in the enclosed post-paid envelope.

If you have any questions, please don't hesitate to contact me at 304-325-1688.

Sincerely,
Citizens Telecommunications Company of Tennessee, LLC
Citizens Telecommunications Company of the Volunteer State, LLC

A handwritten signature in black ink that reads "Angela McCall".

Angela McCall
Manager – Government & External Affairs

Enclosures

Cc: Jenny Smith – Frontier
Sharla Dillon – TRA (via e-mail)

AMENDMENT NO. 2
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. 2 (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, (collectively, "Citizens"), both Delaware limited liability companies with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and Comcast Phone Tennessee, LLC, ("Comcast"), 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, Frontier 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

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. Reciprocal Compensation. *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* ("USF/ICC Transformation Order"), as such order may be revised, reconsidered, modified or changed in the future, provides for a phase down of reciprocal compensation rates. In consideration of such phase down, the Parties herein agree to exchange traffic, including applicable local VoIP-PSTN traffic as defined in the USF/ICC Transformation Order, previously compensated for under the Agreement's reciprocal compensation provision, at bill and keep. Bill and keep shall be defined as the exchange of subject traffic for which neither Party charges the other for transport or termination functions or services. All other VoIP-PSTN traffic will be exchanged pursuant to the Parties' applicable tariffs.

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

By: M. J. Clancy
Printed: MICHAEL CLANCY
Title: VP OPERATIONS MGT.
Date: 8-10-2012

Citizens Telecommunications Company of
Tennessee L. L. C. and Citizens
Telecommunications Company of the
Volunteer State LLC

By: [Signature]
Printed: Stephen LeVan
Title: SVP, Carrier Sales and Service
Date: 9-5-12.