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NEW APPLICATION
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AZ CORP COMMISSION
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Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007



July 20, 2001
Overnight Delivery

T-04036A-01-0579

RE: Application for Certificate of Convenience and Necessity to Provide Intrastate Telecommunications Services as a Long Distance Reseller
Frontier Communications of America, Inc.

Dear Sir/Madam:

Enclosed for filing are the original and ten (10) copies of the initial application and proposed tariff of Frontier Communications of America, Inc.

Please acknowledge receipt of this filing by date stamping the extra copy of this cover letter and returning it in the self-addressed, stamped envelope enclosed for this purpose.

Any questions you may have regarding this filing may be directed to me at (407) 740-8575. Thank you for your assistance in this matter.

Sincerely,

Shari Dawson
Consultant to Frontier Communications of America, Inc.

Enclosures

cc: Chris Burke - Frontier Communications of America, Inc.
file: FCA - AZ
tms: AZi0100

FORM A

ARIZONA CORPORATION COMMISSION

Application and Petition for Certificate of Convenience and Necessity to Provide
Intrastate Telecommunication Services as a Long Distance Reseller

Mail original plus 10 copies of completed application to: | For Docket Control Only:

(Please Stamp Here)

Docket Control Center
Arizona Corporation Commission
1200 West Washington Street
Phoenix, Arizona 85007-2927

If you have current applications pending in Arizona as
an Interexchange reseller, AOS provider, or as the
provider of other telecommunication services.

Type of Service: _____

Docket No. _____

Docket No.: _____ Date: _____

Type of Service: _____

Docket No. _____

Docket No.: _____ Date: _____

A. Company and Telecommunications Service Information

(A-1) The name, address, and telephone number (including area code) of the applicant(company):

Frontier Communications of America, Inc.
180 South Clinton Avenue
Rochester, New York 14646

Telephone: (716) 777-1000
Facsimile: (716) 325-1355

(A-2) If doing business (dba) under a name other than the applicant (company) name listed above, specify:
Not applicable

(A-3) The name, address, telephone number, facsimile number and E-Mail address of the management contact:

Christine Burke, Regional Manager, Regulatory
Frontier Communications of America, Inc.
180 South Clinton Avenue
Rochester, New York 14646
Telephone: (716) 777-6719
Facsimile: (716) 325-1355
christine_burke@frontiercorp.com

FORM A

ARIZONA CORPORATION COMMISSION

Application and Petition for Certificate of Convenience and Necessity to Provide
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Frontier Communications of America, Inc.
180 South Clinton Avenue
Rochester, New York 14646

Telephone: (716) 777-6719

Facsimile: (716) 325-1355

christine_burke@globalcrossing.com

(A-4) The name, address, telephone number, facsimile number and EMail address of the Attorney, if any, representing the applicant:

Not applicable

(A-5) What type of legal entity is the applicant?

- Sole proprietorship
- Partnership: _____ limited, _____ general, _____ Arizona, _____ Foreign
- Limited liability company
- Corporation: _____ S, _____ C, _____ non-profit, _____ Arizona, _____ Foreign
- Other, specify:

(A-6) Include Attachment A. Attachment A must list names of all owners, partners, limited liability company managers, or corporation officers and directors (specify), and indicate percentages of ownership.

(A-7) 1. Is your company currently reselling telecommunication services in Arizona? If yes, provide the date or the approximate date that you began reselling service in Arizona.

No

- 2. If the answer to 1. is yes, identify the types of telecommunications services you resell; whether operator services are provided or resold and whether they are provided or resold to traffic aggregators (as defined in A.A.C. Rule R14-2-1001(3), a copy of which is attached); the number of customers in Arizona for each type of service; and the total number of intrastate minutes resold in the latest 12 month period for which data is available. Note: The Commission rules require that a separate CC&N, issued under Article 10, be obtained in order to provide operator services to traffic aggregators.**

Not applicable

- 3. If the answer to 1. is no, when does your company plan to begin reselling service in Arizona?**

Upon filing and review of this Application.

(A-8) Include Attachment B. Attachment B, your proposed tariff, must include proposed rates and charges for each service to be provided, state the tariff (maximum) rate as well as the price to be charged, and state other terms and conditions, including deposits, that will apply to provision of the service(s) by your company.

The Commission provides pricing flexibility by allowing competitive telecommunications service companies to price their services at levels equal to or below the tariff (maximum) rates. The prices to be charged by the company are filed with the Commission in the form of price lists. See the "illustrative Tariff/Price List Example attached. Note: Price list rate changes that result in rates that are lower than the tariff rate are effective upon concurrent notice to the Commission (See Rule R14-2-1109(B)(2)). See Rule R14-2-1110 for procedures to make price list changes that result in rates that are higher than the tariff rate.

(A-9) The geographic market to be served is:

Statewide

(A-10) List the states in which you currently resell services similar to those you intend to resell in Arizona.

The Applicant has been successfully providing telecommunications services since 1992. The Applicant has a proven track record for providing high quality services and responsive customer service. The Applicant is currently authorized to provide competitive local and long distance services in Alabama, Florida, Georgia, Iowa, Illinois, Indiana, Michigan, Mississippi, New York, Ohio, Pennsylvania and Wisconsin.

(A-11) Provide the name, address, and telephone number of the companies complaint contact person.

Christine Burke, Regional Manager, Regulatory
Frontier Communications of America, Inc.
180 South Clinton Avenue
Rochester, New York 14646

Telephone: (716) 777-6719
Facsimile: (716) 325-1355
Toll Free: (800) 727-1653

(A-12) Provide a list of states in which you have sought authority to resell telecommunications services and in which the state granted the authority with major changes and conditions or did not grant your application for those services. For each state listed, provide a copy of the Commission's decision modifying or denying your application for authority to provide telecommunications services.

(See A-10). Applicant has not been denied authority in any state.

(A-13) Has the company been granted authority to provide or resell telecommunications services in any state where subsequently the authority was revoked? If yes, provide copies of the State Regulatory Commission's decision revoking its authority.

Not applicable

(A-14) Has the company been or is the company currently involved in any formal complaint proceedings before any State or Federal Regulatory Commission? If yes, in which states is the company involved in proceedings and what is the substance of these complaints. Also, provide copies of Commission orders that have resolved any of these complaints

No

(A-15) Has the applicant been involved in any civil or criminal investigations related to the delivery of telecommunications services within the last five years? If yes, in which states has the applicant been involved in investigations and why is the applicant being investigated?

No

(A-16) Has the applicant had judgment entered against it in any civil matter or been convicted of criminal acts related to the delivery of telecommunications services within the last five years? If yes, list the states where judgment or conviction was entered and provide a copy of the court order.

No

B. Technical Information

(B-1) If your company is a switchless reseller, provide the name of the company or companies whose services you resell and skip to question (B-2). If you are not a switchless reseller, complete the remainder of this section.

Global Crossing.

Include Attachment C. Attachment C should provide the following information: A diagram of the applicant's basic call network used to complete Arizona intrastate telecommunications traffic. This diagram should show how a typical call is routed in both its originating and terminating ends (i.e. show the access network and call completion network).

Also include on the diagram the carrier(s) used for each major network component and indicate if the carrier is facilities-based or not. If the carrier is not facilities-based, indicate who owns the facilities (within the State of Arizona) that are used to originate and terminate the applicant's intrastate telecommunications traffic (i.e. provide a list of the Arizona facilities-based long distance carriers whose facilities are used to complete the applicant's intrastate traffic).

(B-2) Will your customers be able to access alternative toll service providers or resellers via 1+ or 101XXXX access, if your system becomes non-operational?

Yes.

C. Financial Information

(C-1) Include Attachment D. Attachment D must include a copy of your Companies balance sheet, income statement, audit report (if audited) and all related notes to these financial statements for the two most recent years your Company has been in business.

(C-2) If your Company does not have financial statements for the two most recent years, please give the date your Company began operations.

See Attachment D

(C-3) If the balance sheets you submit do not have retained earnings accounts, please provide this account information on a separate sheet for each of the two years.

(C-4) If your Company is a subsidiary, please provide your Parent Companies financial statements, in addition to your Companies financial statements.

The Applicant is a wholly owned subsidiary of Frontier Subsidiary Telco, Inc., which is a wholly owned subsidiary of Citizens Communications Company. A copy of the 2000 Financial Statements are provided as Attachment D.

(C-5) If your Company intends to rely on the financial resources of its Parent Company, please provide a written statement from your Parent Company attesting that it will provide complete financial backing if your Company experiences a net loss or a business failure and that it will guarantee re-payment of customers; advances, prepayments or deposits held by your Company if, for some reason, your Company cannot provide service or repay the deposits.

A written statement from Frontier Subsidiary Telco, Inc. is provided as Attachment D.

(C-6) Will your customers be required to (or have the option to) pay advances, prepayments, or deposits for any of your products or services.

YES ___ (If yes, provide an explanation of how and when these customer advances prepayments or deposits will be applied or reference the terms and conditions section of your Companies tariffs with this explanation. If this information is not explained in the tariff of this application, please provide it on a separate sheet.)

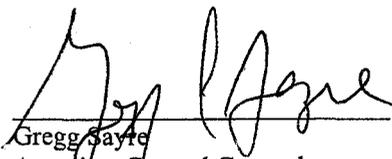
NO X (Note: If at a later date, your Company decides it wants to offer or require customer advances, prepayments or deposits, it must submit financial statements as part of the tariff amendment process.)

AFFIDAVIT

STATE OF NEW YORK)
COUNTY OF MONROE)

I certify that if the applicant is an Arizona corporation, a current copy of the Articles of Incorporation is on file with the Arizona Corporation Commission and the applicant holds a Certificate of Good Standing from the Commission. If the company is a foreign corporation or partnership, I certify that the company has authority to transact business in Arizona. I certify that all appropriate city, county and/or State agency approvals have been obtained. Upon signing of this application, I attest that I have read the Commission's rules and regulations relating to the regulations of telecommunications services and that the company will abide by Arizona State Law including the Arizona Corporation Commission Rules and Regulations. I agree that the Commissions rules apply in the event there is a conflict between those rules and the company's tariff, unless otherwise ordered by the Commission. I certify that to the best of my knowledge, the information provided in this Application and Petition is true and correct.

By

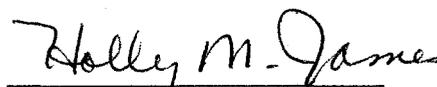


~~Gregg Sayte~~
Associate General Counsel
Frontier Communications of America, Inc.
180 S. Clinton Ave.
Rochester, NY 14646

(716) 777-7270
(716) 546-7823

7/16/01
(Date)

SUBSCRIBED AND SWORN to before me this 16th day of July, 2001.


NOTARY PUBLIC

My Commission Expires

HOLLY M. JAMES
Notary Public, State of New York
Qualified in Monroe County
My Commission Expires Nov. 30, 2002

FRONTIER COMMUNICATIONS OF AMERICA, INC.

Attachment A

Company Officers

FRONTIER COMMUNICATIONS OF AMERICA, INC.

OFFICERS AND DIRECTORS

The following individuals serve as Frontier Communications of America, Inc.'s officers and directors. All officers and directors may be contacted at the company's headquarters located at 180 S. Clinton Ave., Rochester, NY 14646

BOARD OF DIRECTORS

John H. Casey, III

Rudy J. Graf

Leonard Tow

OFFICERS

Scott N. Schneider

Chairman

Rudy J. Graf

President

John H. Casey, III

Vice President and Chief Operating Officer

Martin Mucci

Vice President and Chief Operating Officer, Frontier

Robert J. Larson

Vice President and Chief Accounting Officer

Donald B. Armour

Vice President and Treasurer

Michael A. Zarrella

Vice President

L. Russell Mitten

Secretary

Virginia L. Coogle

Assistant Secretary

Gregg C. Sayre

Assistant Secretary

FRONTIER COMMUNICATIONS OF AMERICA, INC.

Attachment B

Proposed Tariff

TITLE SHEET

ARIZONA TELECOMMUNICATIONS TARIFF

This tariff contains the descriptions, regulations, and rates applicable to the resale of telecommunications services provided by Frontier Communications of America, Inc. ("the Company"), with principal offices at 180 South Clinton Avenue, Rochester, New York 14646. Toll free telephone number (800) 727-1653. This tariff applies for services furnished within the State of Arizona. This tariff is on file with the Arizona Corporation Commission, and copies may be inspected, during normal business hours, at the Company's principal place of business.

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Effective:

Issued by: Regional Manager, Regulatory
 180 South Clinton Avenue
 Rochester, New York

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CHECK SHEET

Pages of this tariff, as indicated below, are effective as of the date shown at the bottom of the respective pages. Original and revised pages, as named below, comprise all changes from the original tariff and are currently in effect as of the date on the bottom of this page.

<u>Page</u>	<u>Revision Level</u>	<u>Page</u>	<u>Revision Level</u>
1	Original*	21	Original*
2	Original*	22	Original*
3	Original*	23	Original*
4	Original*	24	Original*
5	Original*	25	Original*
6	Original*	26	Original*
7	Original*	27	Original*
8	Original*	28	Original*
9	Original*	29	Original*
10	Original*	30	Original*
11	Original*	31	Original*
12	Original*	32	Original*
13	Original*		
14	Original*		
15	Original*		
16	Original*		
17	Original*		
18	Original*		
19	Original*		
20	Original*		

** - indicates those pages includes with this filing*

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SYMBOLS

The following are the only symbols used for the purposes indicated below:

- (C) - To Signify Changed Regulation
- (D) - Delete or Discontinue
- (I) - Change Resulting in an Increase to a Customer's Bill
- (M) - Moved From Another Tariff Location
- (N) - New
- (R) - Change Resulting in a Reduction to a Customer's Bill
- (T) - Change in Text or Regulation But No Change in Rate or Charge

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Rochester, New York

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TARIFF FORMAT

Sheet Numbering - Sheet numbers appear in the upper right corner of the page. Sheets are numbered sequentially. However, new sheets are occasionally added to the tariff. When a new sheet is added between sheets already in effect, a decimal is added. For example, a new sheet added between sheets 14 and 15 would be 14.1.

Sheet Revision Numbers - Revision numbers also appear in the upper right corner of each page. These numbers are used to determine the most current sheet version on file with the AZ C.C. For example, the 4th revised Sheet 14 cancels the 3rd revised Sheet 14.

Paragraph Numbering Sequence - There are nine levels of paragraph coding. Each level of coding is subservient to its next higher level:

- 2.
- 2.1.
- 2.1.1.
- 2.1.1.A.
- 2.1.1.A.1.
- 2.1.1.A.1.(a).
- 2.1.1.A.1.(a).I.
- 2.1.1.A.1.(a).I.(i).
- 2.1.1.A.1.(a).I.(i).(1).

Check Sheets - When a tariff filing is made with the AZ C.C., an updated check sheet accompanies the tariff filing. The check sheet lists the sheet contained in the tariff, with a cross reference to the current revision number. When new pages are added, the check sheet is changed to reflect the revision. All revisions made in a given filing are designated by an asterisk (*). There will be no other symbols used on this page if these are the only changes made to it (i.e., the format, etc. remains the same, just revised revision levels on some pages).

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS

Access Line - An arrangement which connects the Customer's telephone to a NET-tel designated switching center or point of presence.

Authorized User - A person, firm, corporation, or any other entity authorized by the Customer to utilize the Carrier's service.

Authorization Code - A pre-defined series of numbers to be dialed by the Customer or Authorized User upon access to the Carrier's Travel Card Service network to identify the caller and validate the caller's authorization to use the services provided.

AZ C.C. - Arizona Corporation Commission.

Company or Carrier - Frontier Communications of America, Inc. unless otherwise clearly indicated by the context.

Customer - The person, firm, corporation or other entity which orders, cancels, amends or uses service and is responsible for payment of charges and compliance with the Company's tariff.

Dedicated Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on dedicated circuits. The cost of these dedicated circuits is billed by the access provider directly to the Customer.

Equal Access - Where the local exchange company central office provides interconnection to interexchange carriers with Feature Group D circuits. In such end offices, customers presubscribe their telephone line(s) to their preferred interLATA carrier.

LEC - Local Exchange Company.

Serving Wire Center - A specified geographic point from which the vertical and horizontal coordinate is used in calculation of airline mileage.

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180 South Clinton Avenue
Rochester, New York

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SECTION 1 - TECHNICAL TERMS AND ABBREVIATIONS *cont'd.*

Switched Access Origination/Termination - Where access between the customer and the interexchange carrier is provided on local exchange company Feature Group circuits and the connection to the customer is a LEC-provided business or residential access line. The cost of switched Feature Group access is billed to the interexchange carrier.

Travel Card Call - A service whereby the Customer or Authorized User dials all of the digits necessary to route and bill a call placed from a location other than his/her residence or normal place of business. Service is accessed via a "1-800" or other access code dialing sequence.

V & H Coordinates - Geographic points which define the originating and terminating points of a call in mathematical terms so that the airline mileage of the call may be determined. Call mileage may be used for the purposed of rating calls.

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SECTION 2 - RULES AND REGULATIONS

2.1 Undertaking of the Company

The Company is a resale common carrier providing operator services to Customers within the State of Arizona. The Company's services and facilities are furnished for communications originating at specified points within the State of Arizona under terms of this Tariff.

The Company provides for the installation, operation, and maintenance of the communications services provided herein in accordance with the terms and conditions set forth under this Tariff. The Company may act as the Customer's agent for ordering access connection facilities provided by other carriers or entities, when authorized by the Customer, to allow connection of a Customer's location to the Company's services. The Customer shall be responsible for all charges due for such service arrangement.

The Company's services are provided on a monthly basis unless otherwise provided, and are available twenty-four (24) hours per day, seven (7) days per week.

2.2 Applicability of Tariff

This Tariff is applicable to telecommunications services provided by the Company within the state of Arizona.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.3 Payment and Credit Regulations****2.3.1 Payment Arrangements**

The Customer is responsible for payment of all charges for services and equipment furnished to the Customer for transmission of calls via the Company. The Customer agrees to pay to the Company or its authorized agent any cost(s) incurred as a result of any delegation of authority resulting in the use of his or her communications equipment and/or network services which result in the placement of calls via the Company. The Customer agrees to pay the Company or its authorized agent any and all cost(s) incurred as a result of the use of the service arrangement, including calls which the Customer did not individually authorize.

All charges due by the Customer are payable to the Company or any agency duly authorized to receive such payments. Terms of payment shall be according to the rules and regulations of the agency and subject to the rules of regulatory agencies, such as the Arizona Corporation Commission. Any objections to billed charges must be promptly reported to the Company or its billing agent. Adjustments to Customers' bills shall be made to the extent that circumstances exist which reasonably indicate that such changes are appropriate.

Charges for installations, service connections, moves, and rearrangements, where applicable, are payable upon demand by the Company or its authorized agent. The billing thereafter will include recurring charges and actual usage as defined in this Tariff.

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Rochester, New York

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.3 Payment and Credit Regulations, *cont'd.*

2.3.2 Deposits

The Company does not collect deposits from its Customers.

2.3.3 Advance Payments

The Company does not require advance payments from its Customers.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.3 Payment and Credit Regulations, *cont'd.*

2.3.4 Commercial Credit Card Payment Option

Customers may choose to pay monthly bills via certain commercial credit cards accepted by the Company. Credit Card billed Customers will receive monthly call detail statements, which are separate from the credit card bills. If the Customer's credit card company rejects billing, the Company will make three attempts - two by telephone and one by mail - to contact the Customer for alternative payment arrangements. If alternative payment arrangements are not made in seven days, the Customer's long distance service is discontinued.

2.3.5 Payment Due Date and Late Payment Charges

All bills are due upon receipt. Any bill outstanding and unpaid more than thirty (30) days after the date the bill is postmarked, shall be considered past due. A late payment fee of 1.5% per month will be applied to any past due balance.

2.3.6 Return Check Charge

A return check charge of \$25.00 will be assessed for checks returned for insufficient funds. Any applicable return check charges will be assessed according to the terms and conditions of the billing entity (i.e. local exchange company and/or commercial credit card company) and pursuant to Arizona law and Arizona Corporation Commission regulations.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.4 Taxes and Fees

- 2.4.1 For all calls, state and local taxes (i.e., gross receipts tax, sales tax, municipal utilities tax) are listed as separate line items on the Customer's bill and are not included in the quoted rates and charges set forth in this tariff.
- 2.4.2 To the extent that a municipality, other political subdivision or local agency of government, or Commission imposes upon and collects from the Company a gross receipts tax, occupation tax, license tax, permit fee, franchise fee, or regulatory fee, such taxes and fees shall, insofar as practicable and allowed by law, be billed pro rata to Customers receiving service from the Company within the territorial limits of such municipality, other political subdivision or local agency of government.
- 2.4.3 The Company may adjust its rates and charges or impose additional rates and charges on its Customers in order to recover amounts it is required by governmental or quasi-governmental authorities to collect from or pay to others in support of statutory or regulatory programs. Such adjustments shall be listed in this tariff.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.4 Taxes and Fees, *cont'd.*****2.4.3 *cont'd.*****A. Pay Telephone Surcharge**

In order to recover the Company's expenses to comply with the FCC's pay telephone compensation plan effective on October 7, 1997 (FCC 97-371), an undiscountable per call charge is applicable to all interstate, intrastate and international calls that originate from any domestic pay telephone used to access the Company's services. The Pay Telephone Surcharge, which is in addition to standard tariffed usage charges and any applicable service charges and surcharges associated with the Company's service, applies for the use of the instrument used to access the Company service and is unrelated to the Company's service accessed from the pay telephone.

Pay telephones include coin-operated and coinless phones owned by local telephone companies, independent companies and other interexchange carriers. The Pay Telephone Surcharge applies to the initial completed call and any reoriginated call (i.e., using the "#" symbol).

Whenever possible, the Pay Telephone Surcharge will appear on the same invoice containing the usage charges for the surcharged call. In cases where proper pay telephone coding digits are not transmitted to the Company prior to completion of a call, the Pay Telephone Surcharge may be billed on a subsequent invoice after the Company has obtained information from a carrier that the originating station is an eligible pay telephone.

The Pay Telephone Surcharge does not apply to calls placed from pay telephones at which the Customer pays for service by inserting coins during the progress of the call.

Rate per Call	\$0.26
---------------	--------

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SECTION 2 - RULES AND REGULATIONS, *cont'd.***2.5 Refunds or Credits for Service Outages or Deficiencies****2.5.1 Interruption of Service**

Credit allowances for interruptions of service which are not due to the Company's testing or adjusting, to the negligence of the Customer, or to the failure of channels, equipment or communications systems provided by the Customer, are subject to the general liability provisions set forth in Section 2.6 herein. No credit is issued for outages less than ½ hour in duration. Credit for outages greater than ½ hour in duration is issued for fixed recurring monthly charges only. Outage credits are calculated in thirty minute intervals. The amount of the credit is determined by prorating the monthly recurring charge for the time of the outage (in thirty-minute intervals). It shall be the obligation of the Customer to notify the Company immediately of any interruption in service for which a credit allowance is desired by Customer. Before giving such notice, the Customer shall ascertain that the trouble is not within his or her control, or is not in wiring or equipment, if any, furnished by the Customer and connected to the Company's terminal. Interruptions caused by Customer-provided or Company-provided automatic dialing equipment are not deemed an interruption of service as defined herein since the Customer has the option of using the long distance network via local exchange company access.

Credit allowances for interruptions of service billed on a usage basis shall be limited to the rate applicable to the initial period of the call to compensate for re-establishment of the connection.

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180 South Clinton Avenue
Rochester, New York

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.5 Refunds or Credits for Service Outages or Deficiencies, *cont'd.*

2.5.2 Inspection, Testing and Adjustment

Upon reasonable notice, the facilities provided by the Company shall be made available to the Company for such tests and adjustments as may be deemed necessary for maintenance in a condition satisfactory to the Company. No interruption allowance will be granted for the time during which such tests and adjustments are made.

2.6 Liabilities of the Company

2.6.1 The liability of the Company for any claim or loss, expense or damage (including indirect, special, or consequential damage) for any interruption, delay, error, omission, or defect in any service, facility or transmission provided under this Tariff shall not exceed an amount equivalent to the proportionate charges to the Customer for the period of service or the facility provided during which such interruption, delay, error, omission, or defect occurs.

2.6.2 The Company shall not be liable for any claim or loss, expense, or damage (including indirect, special, or consequential damage), for any interruption, delay, error, omission, or other defect in any service facility, or transmission provided under this Tariff, if caused by any person or entity other than the Company, by any malfunction of any service or facility provided by any other carrier, by any act of God, fire, war, civil disturbance, or act of government, or by any other cause beyond the Company's direct control.

Issued:

Effective:

Issued by: Regional Manager, Regulatory
180 South Clinton Avenue
Rochester, New York

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.6 Liabilities of the Company, *cont'd.*

2.6.3 The Company shall not be liable for, and shall be fully indemnified and held harmless by Customer or other users of its service against any claim or loss, expense, or damage, (i) for defamation, invasion of privacy, infringement of copyright or patent, unauthorized use of any trademark, trade name, or service mark, unfair competition, interference with or misappropriation or violation of any contract, proprietary or creative right, or any other injury to any person, property, or entity arising from the material data, information, or content revealed to, transmitted, processed, handled, or used by Company under this Tariff, or (ii) for connecting, combining, or adapting Company's facilities with Customer's apparatus or systems, or (iii) for any act or omission of the Customer, or (iv) for any personal injury or death of any person, or for any loss of or damage to Customer's premises or any other property, whether owned by Customer or others, caused directly or indirectly by the installation, maintenance, location, condition, operation, failure or removal of equipment or wiring provided by the Company if not directly caused by negligence of the Company.

2.6.4 The Company will provide credit on charges disputed by Customer in writing that are verified as incorrect by Company. If objection in writing is not received by Company within a reasonable period of time after bill is rendered (as determined by current law and regulatory policy), the account shall be deemed correct and binding upon the Customer.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.7 Refusal or Discontinuance by Company

- 2.7.1** Service may be suspended by the Company, without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Customer travel cards when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore services as soon as it can be provided without undue risk, and will upon request by the Customer, assign new travel card codes to replace ones that have been deactivated.
- 2.7.2** The Company may refuse or discontinue service under the following conditions provided that, unless otherwise stated, the Customer shall be given notice to comply with any rule or remedy any deficiency:
- A.** For non-compliance with or violation of any State, municipal, or Federal law, ordinance or regulation pertaining to telephone service.
 - B.** For use of telephone service for any purpose other than that described in the application.
 - C.** For neglect or refusal to provide reasonable access to the Company or its agents for the purpose of inspection and maintenance of equipment owned by the Company or its agents.
 - D.** For noncompliance with or violation of Commission regulation or rules and regulations on file with the Commission.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.7 Refusal or Discontinuance by Company, *cont'd.*

2.7.2 *cont'd.*

- E.** For nonpayment of bills, provided that suspension or termination of service shall not be made without five (5) days written notice to the Customer, except in extreme cases. Such notice will be provided in a mailing separate from the Customer's regular monthly bill for service.
- F.** Without notice in the event of Customer or Authorized User use of equipment in such a manner as to adversely affect the Company's equipment or service to others.
- G.** Without notice in the event of tampering with the equipment or services owned by the Company or its agents.
- H.** Without notice in the event of unauthorized or fraudulent use of service. Whenever service is discontinued for fraudulent use of service, the Company may, before restoring service, require the Customer to make, at his or her own expense, all changes in facilities or equipment necessary to eliminate illegal use and to pay an amount reasonably estimated as the loss in revenues resulting from such fraudulent use.
- I.** Without notice by reason of any order or decision of a court or other government authority having jurisdiction which prohibits Company from furnishing such services.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.8 Limitations of Service

- 2.8.1 Service will be furnished subject to the continuing economic availability of the necessary facilities and/or equipment and subject to the provisions of this Tariff.
- 2.8.2 The Company reserves the right to discontinue furnishing service, upon written notice, when necessitated by conditions beyond its control, or when the Customer is using the service in violation of the provisions of this Tariff, or in violation of law.
- 2.8.3 The Company does not undertake to transmit messages, but offers the use of its facilities when available, and will not be liable for errors in transmission or for failure to establish connections.
- 2.8.4 The Company reserves the right to discontinue the offering of any service with proper notice or deny an application for service if a change in regulation materially and negatively impacts the financial viability of the service in the best business judgment of the Company.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.9 Use of Service

Service may be used for any lawful purpose for which it is technically suited. Customers reselling or rebilling the Company' Arizona intrastate service must have authority to provide interexchange services from the Arizona Corporation Commission.

2.10 Terminal Equipment

Company's facilities and service may be used with or terminated in Customer-provided terminal equipment or systems, such as PBXs, key systems, multiplexers, repeaters, signaling sets, teleprinters, handsets, or data sets. Such terminal equipment shall be furnished and maintained at the expense of the Customer, except as otherwise provided. Customer is responsible for all costs at his or her premises, including personnel, wiring, electrical power, and the like, incurred in the use of Company's service.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.11 Cost of Collection and Repair

Customer is responsible for any and all costs incurred in the collection of monies due the Company including legal and accounting expenses. The Customer is also responsible for recovery costs of Company-provided equipment and any expenses required for repair or replacement of damaged equipment.

2.12 Restoration of Service

Restoration of service shall be accomplished in accordance with Arizona Corporation Commission and FCC rules and regulations.

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SECTION 2 - RULES AND REGULATIONS, *cont'd.*

2.13 Other Rules

2.13.1 The Company may temporarily suspend service without notice to the Customer, by blocking traffic to certain cities or NXX exchanges, or by blocking calls using certain Personal Account codes when the Company deems it necessary to take such action to prevent unlawful use of its service. The Company will restore service as soon as service can be provided without undue risk of fraud.

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SECTION 3 - SERVICE DESCRIPTION AND MAXIMUM RATES

3.1 General

The Company provides direct dialed one plus and travel card services for communications originating and terminating within the State of Arizona under terms of this tariff.

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SECTION 3 - SERVICE DESCRIPTION AND MAXIMUM RATES, *cont'd.*

3.2 Timing of Calls

- 3.2.1 Timing for all calls begins when the called party answers the call (i.e. when two way communications are established.) Answer detection is based on standard industry answer detection methods, including hardware and software answer detection.
- 3.2.2 Chargeable time for all calls ends when either one of the parties disconnects from the call.
- 3.2.3 The minimum call duration and additional billing increments are specified on a per product basis in this section of the tariff.
- 3.2.4 The company will not bill for incomplete calls.

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SECTION 3 - SERVICE DESCRIPTION AND MAXIMUM RATES, *cont'd.*

3.3 Rate Periods

Unless otherwise indicated elsewhere in this tariff, all usage-based rates are subject to the following time-of-day, day-of-week, and holiday rate periods:

3.3.1 Switched service products will be provided on a flat rate basis with no time-of-day, day-of-week or holiday rate periods.

3.3.2 Dedicated service products will be provided on a Day and Non-Day basis. The Day Rate period is defined as Monday through Friday 8:00 AM to, but not including 5:00 PM. The Non-Day rate period is defined as any other time of the week not covered by the Day Rate period.

3.4 Special Access Channels

Special access channels (ie: dedicated facilities), if utilized, are provided and billed to the Customer by the local exchange telephone company. Charges for the special access channel are determined by the local access provider and the Customer is responsible for payment of these charges to the local exchange telephone company. The Company will, at the Customer's request, act on behalf of the Customer in the ordering and installation of the special access channel with the access provider. The Company may also request the access provider to bill them for the account, in the name of the Customer. If this option is utilized, the Company will pass the charges, including a billing service fee, through to the Customer.

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SECTION 3 - SERVICE DESCRIPTION AND MAXIMUM RATES, cont'd.**3.5 Calculation of Distance**

Usage charges for all mileage sensitive products are based on the airline distance between serving wire centers associated with the originating and terminating points of the call.

The serving wire centers of a call are determined by the area codes and exchanges of the origination and destination points.

The distance between the Wire Center of the Customer's equipment and that of the destination point is calculated by using the "V" and "H" coordinates found in BellCore's V&H Tape and NECA FCC Tariff No. 4.

- Step 1 - Obtain the "V" and "H" coordinates for the Wire Centers serving the Customer and the destination point.
- Step 2 - Obtain the difference between the "V" coordinates of each of the Wire Centers. Obtain the Difference between the "H" coordinates.
- Step 3 - Square the differences obtained in Step 2.
- Step 4 - Add the squares of the "V" difference and "H" difference obtained in Step 3.
- Step 5 - Divide the sum of the square obtained in Step 4 by ten (10). Round to the next higher whole number if any fraction results from the division.
- Step 6 - Obtain the square root of the whole number obtained in Step 5. Round to the next higher whole number if any fraction is obtained. This is the distance between the Wire Centers.

Formula:

$$\sqrt{\frac{(V_1 - V_2)^2 + (H_1 - H_2)^2}{10}}$$

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SECTION 3 - SERVICE DESCRIPTION AND MAXIMUM RATES, *cont'd.*

3.6 Quality and Grade of Service Offered

Minimum Call Completion Rate - Customers can expect a call completion rate of not less than 90% during peak use periods. The call completion rate is calculated as the number of calls completed (including calls completed to a busy line or to a line which remains unanswered by the called party) divided by the number of calls attempted.

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SECTION 3 - SERVICE DESCRIPTION AND MAXIMUM RATES, *cont'd.***3.7 Frontier One**

Frontier One is a non-distance sensitive, outbound, flat rated switched service option. Frontier One Customers may originate an intrastate call by dialing 1 plus an area code (where necessary) and the desired telephone number. An optional travel card is also available to Frontier One Customers.

3.7.1 Rate Structure

Frontier One Service is non-distance sensitive, flat rated 24 hours a day, seven days a week service.

The Customers total monthly use of Frontier One service is charged at the per minute rate set forth Section 3.7.2 of this tariff. Frontier One calls are billed in one minute increments, with a one minute minimum for each call. Any fraction of an increment is rounded to the next whole increment.

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SECTION 3 - SERVICE DESCRIPTION AND MAXIMUM RATES, cont'd.**3.7 Frontier One****3.7.2 Usage Rates**

- A. The Following per minute usage rates apply to all calls under Frontier One (including Company recognized holidays):

<u>Day</u>	<u>Evening/Night</u>	<u>Weekend</u>
\$0.3000	\$0.3000	\$0.3000

- B. **Optional Travel Card*** (Including Carrier recognized holidays)

The following per minute rate is applicable to all Travel Card calls placed in conjunction with Frontier One service option. All calls are billed in one minute increments, with a one minute minimum for each call:

<u>Day</u>	<u>Evening/Night</u>	<u>Weekend</u>
\$0.5000	\$0.5000	\$0.5000

The following per minute rate is applicable to all Travel Card calls when placed using the service on a stand alone basis. All calls are billed in one minute increments, with a one minute minimum for each call:

<u>Day</u>	<u>Evening/Night</u>	<u>Weekend</u>
\$0.5000	\$0.5000	\$0.5000

** An additional \$2.40 per call surcharge will be applied to all travel card calls requiring manual assistance.*

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SECTION 4 - PROMOTIONS

4.1 Promotions - General

From time to time the Company shall, at its option, promote subscription or stimulate network usage by offering to waive some of all of the nonrecurring or recurring charges for the Customer (if eligible) of target services for a limited duration, not to exceed 90 days, or by offering premiums or refunds of equivalent value. Such promotions shall be made available to all similarly situated Customers in the target market area. All promotions will be filed with and approved by the Commission prior to offering them to Customers.

4.2 Demonstration of Calls

From time to time the Company shall demonstrate service by providing free test calls of up to four minutes duration over its network.

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SECTION 5 - CONTRACT SERVICES

5.1 General

At the option of the Company, service may be offered on a contract basis to meet specialized requirements of the Customer not contemplated in this tariff. The terms of each contract shall be mutually agreed upon between the Customer and Company and may include discounts off of rates contained herein, waiver of recurring or nonrecurring charges, charges for specially designed and constructed services not contained in the Company's general service offerings, or other customized features. The terms of the contract may be based partially or completely on the term and volume commitment, type of originating or terminating access, mixture of services or other distinguishing features. Service shall be available to all similarly situated Customers for six months after the initial offering to the first contract Customer for any given set of terms.

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SECTION 6 - CURRENT RATES
Frontier One**Usage Rates**

- A. The Following per minute usage rates apply to all calls under Frontier One (including Company recognized holidays):

<u>Day</u>	<u>Evening/Night</u>	<u>Weekend</u>
\$0.1500	\$0.1500	\$0.1500

- B. **Optional Travel Card* (Including Carrier recognized holidays)**

The following per minute rate is applicable to all Travel Card calls placed in conjunction with Frontier One service option. All calls are billed in one minute increments, with a one minute minimum for each call:

<u>Day</u>	<u>Evening/Night</u>	<u>Weekend</u>
\$0.2500	\$0.2500	\$0.2500

The following per minute rate is applicable to all Travel Card calls when placed using the service on a stand alone basis. All calls are billed in one minute increments, with a one minute minimum for each call:

<u>Day</u>	<u>Evening/Night</u>	<u>Weekend</u>
\$0.2500	\$0.2500	\$0.2500

** An additional \$1.20 per call surcharge will be applied to all travel card calls requiring manual assistance.*

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FRONTIER COMMUNICATIONS OF AMERICA, INC.

Attachment C

Network Diagram

Applicant will resell the services of Global Crossing.

FRONTIER COMMUNICATIONS OF AMERICA, INC.

Attachment D

Financials

STATEMENT OF FINANCIAL BACKING

Frontier Subsidiary Telco, Inc. (FSTI) is the parent company of Frontier Communications of America, Inc. (FCA). FSTI has substantial assets and is financially capable of guaranteeing any debts incurred by FCA or repaying any advance payments or deposits owed to customers in the event that FCA becomes insolvent or for any reason cannot meet these obligations itself.

Jess Payne
Signature of Corporate Officer
Assistant Secretary
Title
7/16/01
Date

SUBSCRIBED AND SWORN to before me this *16th* day of *July*, 2001.

Holly M. James
NOTARY PUBLIC

My Commission Expires

HOLLY M. JAMES
Notary Public, State of New York
Qualified in Monroe County
My Commission Expires Nov. 30, *2002*

Frontier Communications of America, Inc.
Statement of Financial Capability

The Applicant possesses the financial capability to provide the requested service. The Applicant will be able to rely on the financial resources of its parent company, Frontier Subsidiary Telco, Inc., and Citizens Communications Company, which are significant. Excerpts from Citizens Communications Company's SEC 10K are provided in this Exhibit. Citizens Communications Company's entire SEC 10K may be obtained by going to

(1) Citizens investor relations website <http://www.onlineproxy.com/citizens/2001/ar/10-k.html> or

(2) the Edgar (SEC) website
<http://www.sec.gov/Archives/edgar/data/20520/000002052001000002/0000020520-01-000002-0001.txt>

A review of the financial statements demonstrates that the Company possesses the necessary financial capability. Highlights include:

Citizens Communications Company:

2000 Revenues:	\$1.8 billion
Current Assets:	\$2.3 billion
Current Ratio:	2.3
Total Assets:	\$7.0 billion

2000 ANNUAL REPORT



2000 Form 10-K
 Letter to Shareholders
 Leadership
 Selected Financial Information
 Shareholder Information
 Corporate Profile/Mission and Values

ITEM 6. SELECTED FINANCIAL DATA

	Year Ended December 31,			
	2000	1999	1998	1997
Revenue ⁽¹⁾	\$1,802,358	\$1,598,236	\$1,448,588	\$1,303,901
Income (loss) from continuing operations before cumulative effect of change in accounting principle	\$ (40,071)	\$ 136,599	\$ 46,444	\$ 2,066
Net income (loss)	\$ (28,394)	\$ 144,486	\$ 57,060	\$ 10,100
Basic income (loss) per share of Common Stock from continuing operations before cumulative effect of change in accounting principle	\$ (0.15)	\$ 0.52	\$ 0.18	\$ 0.01
Basic net income (loss) per common share ⁽²⁾	\$ (0.11)	\$ 0.55	\$ 0.22	\$ 0.04
Stock dividends declared on Common Stock ⁽³⁾	—	—	3.03%	5.30%
	As of December 31,			
	2000	1999	1998	1997
Total assets	\$6,955,006	\$5,771,745	\$5,292,932	\$4,872,852
Long-term debt	\$3,062,289	\$2,107,460	\$1,819,555	\$1,627,388
Shareholders' equity	\$1,720,001	\$1,919,935	\$1,792,771	\$1,679,211

1. Represents revenue from continuing operations.
2. 1997 and 1996 are adjusted for subsequent stock dividends.
3. Compounded annual rate of quarterly stock dividends.

2000 Form 10-K

- ▶ Item 1. Business
- ▶ Description of Business
- ▶ Acquisitions and Divestitures
- ▶ Item 2. Properties
- ▶ Item 3. Legal Proceedings
- ▶ Item 4. Submission of Matters to Vote of Security Holders
- ▶ Executive Officers
- ▶ Item 5. Market for the Registrant's Common Equity and Related Stockholder Matters
- ▶ Item 6. Selected Financial Data
- ▶ Item 7. Management's Discussion and Analysis of Financial Condition and Results of Operations
- ▶ Liquidity and Capital Resources
- ▶ Results of Operations

Goodwill and customer base, net	633,268	30,187
Regulatory assets	175,949	184,942
Other assets	158,961	111,474
	-----	-----
Total assets	\$ 6,955,006	\$ 5,771,745
	=====	=====

LIABILITIES AND EQUITY		
Current liabilities:		
Long-term debt due within one year	\$ 181,014	\$ 31,156
Accounts payable	171,002	187,984
Income taxes accrued	3,429	75,161
Other taxes accrued	31,135	27,823
Interest accrued	36,583	30,788
Customer deposits	18,683	32,842
Other current liabilities	69,551	81,258
Liabilities related to assets held for sale	290,575	139,157
Liabilities of discontinued operations	190,496	171,112
	-----	-----
Total current liabilities	992,468	777,281

Deferred income taxes	490,487	460,208
Customer advances for construction and contributions in aid of construction	205,604	179,831
Other liabilities	108,321	87,668
Regulatory liabilities	24,573	27,000
Long-term debt	3,062,289	2,107,460
Minority interest in subsidiary	-	11,112
Equity forward contracts	150,013	-
Company Obligated Mandatorily Redeemable Convertible Preferred Securities*	201,250	201,250
Shareholders' equity	1,720,001	1,919,935
	-----	-----
Total liabilities and shareholders' equity	\$ 6,955,006	\$ 5,771,745
	=====	=====

</TABLE>

* Represents securities of a subsidiary trust, the sole assets of which are securities of a subsidiary partnership, substantially all the assets of which are convertible debentures of the Company.

The accompanying Notes are an integral part of these Consolidated Financial Statements.

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Net income (loss)	\$ (28,394)	\$ 144,486	\$ 57,061
Other comprehensive income (loss), net of income tax and reclassification adjustments	(14,505)	(41,769)	52,877
Total comprehensive income (loss)	\$ (42,899)	\$ 102,717	\$ 109,938

Income (loss) from continuing operations before cumulative effect of change in accounting principle per common share:

Basic	\$ (0.15)	\$ 0.52	\$ 0.11
Diluted	\$ (0.15)	\$ 0.52	\$ 0.11

Income from discontinued operations per common share:

Basic	\$ 0.04	\$ 0.03	\$ 0.01
Diluted	\$ 0.04	\$ 0.03	\$ 0.01

Income (loss) before cumulative effect of change in accounting principle per common share:

Basic	\$ (0.11)	\$ 0.55	\$ 0.22
Diluted	\$ (0.11)	\$ 0.55	\$ 0.22

Net income (loss) per common share:

Basic	\$ (0.11)	\$ 0.55	\$ 0.22
Diluted	\$ (0.11)	\$ 0.55	\$ 0.22

</TABLE>
 The accompanying Notes are an integral part of these Consolidated Financial Statements.

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CITIZENS COMMUNICATIONS COMPANY AND SUBSIDIARIES
 CONSOLIDATED STATEMENTS OF SHAREHOLDERS' EQUITY
 FOR THE YEARS ENDED DECEMBER 31, 2000, 1999 and 1998
 (\$ in thousands, except for per-share amounts)

	Common Stock (\$0.25)	Additional Paid-In Capital	Retained Earnings	Accumulated Other Comprehensive Income (Loss)	Treasury Stock	Total Shareholder Equity
--	-----------------------	----------------------------	-------------------	---	----------------	--------------------------

