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NEW APPLICATION



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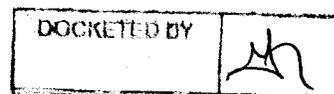
Arizona Corporation Commission
DOCKETED

JUL 07 2014

July 1, 2014

AZ CORP COMMISSION
DOCKET CONTROL

Docket Control
Arizona Corporation Commission
1200 W. Washington
Phoenix, AZ 85007



Re: In the Matter of the Adoption of the Reciprocal Compensation Amendment to the Interconnection Agreement between Citizens Telecommunications Company of the White Mountains, Inc., and T-Mobile West Corporation, T-03214A-14-0253
T-20822A-14-0253

Attached to this transmittal is an Amendment to the Interconnection Agreement between Citizens Telecommunications Company of the White Mountains, Inc., dba Frontier Communications of the White Mountains ("Frontier"), and T-Mobile West Corporation, f/k/a T-Mobile USA, Inc., ("T-Mobile"). Frontier files this Amendment for approval under 47 U.S.C. §252(e) and A.A.C. R14-2-1508.

On December 23, 2011, the FCC released the USF/ICC Transformation Order on Reconsideration (FCC 11-161) in which it determined that the default intercarrier compensation methodology for all non-access telecommunications traffic exchanged between Local Exchange Carriers (LECs) and Competitive LECs would transition to bill and keep over six years beginning July 1, 2012. The FCC urged all parties with interconnection agreements to hold discussions regarding change of law provisions, if applicable. The attached amendment for reciprocal compensation has been executed in accordance with the FCC's Order.

The original Interconnection Agreement was approved by the Commission by operation of law on August 16, 2006, in Docket No. T-03214A-06-0335. Please contact me at (425) 261-5855, or kirk.lee@ftr.com, if you have any questions concerning the enclosed. Thank you for your assistance in this matter.

Sincerely,

R. Kirk Lee
Manager-Govt. & External Affairs
Frontier Communications
1800 41st St.
Everett, WA 98203

Original + 13 copies filed

AMENDMENT NO. 1

TO THE

INTERCONNECTION AGREEMENT

BETWEEN

**CITIZENS TELECOMMUNICATIONS COMPANY
OF THE WHITE MOUNTAINS, Inc.**

AND

**T-MOBILE WEST CORPORATION
f/k/a T-MOBILE USA fka VoiceStream fka Aerial Communications**

This Amendment No. 1 (this "Amendment") shall be deemed effective on October 2, 2012 (the "Amendment Effective Date") by and between Citizens Telecommunications Company of the White Mountains, Inc. ("Frontier"), a Delaware corporation with offices at 180 S. Clinton Avenue, Rochester, NY, 14646, and T-Mobile West Corporation ("T-Mobile"), with offices at 12920 SE 38th Street, Bellevue, Washington 98006. Frontier and T-Mobile may be hereinafter referred to individually as a "Party" and collectively as the "Parties". This Amendment only covers the services addressed herein that Frontier provides in its operating territory in the legal entity of Citizens Telecommunications Company of the White Mountains Inc (the "State").

WITNESSETH:

WHEREAS, Frontier and T-Mobile are Parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act") dated October 2, 2005 (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. IntraMTA Traffic. Reciprocal compensation rates in this Agreement will be reduced or eliminated as provided in the *USF/ICC Transformation Order FCC 11-161 (rel. November 18, 2011)* and in *FCC 11-189 Order on Reconsideration (rel. December 23, 2011)* as such order may be stayed, revised, reconsidered, changed or modified. When any such stay, revision, reconsideration, change or modification is effective, such action will be automatically incorporated into this Agreement. For clarity, reciprocal compensation, effective October 2, 2012, will be zero subject to any future stay, revision, reconsideration, change or modification of the *USF/ICC Transformation Order*.

4. Notices

- 4.1 All notices required under the Agreement for Frontier shall be sent to the contacts listed below and includes, but is not limited to, notice for legal, regulatory, billing, tax related documents, and insurance related documents.

Frontier Communications
Attn: Director, Business Operations – Carrier Services
180 S. Clinton Ave
Rochester, NY, 14646

With Copy to:

Frontier Communications
Attn: Associate General Counsel
180 S. Clinton Ave
Rochester, NY 14646

All notices required under the Agreement for T-Mobile shall be sent to the contacts listed below and includes, but is not limited to, notice for legal, regulatory, billing, tax related documents, and insurance related documents.

Director – Carrier Management
12920 SE 38th Street
Bellevue, WA 98006

With Copy to:
General Counsel
12920 SE 38th Street
Bellevue, WA 98006

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

T-Mobile West Corporation

By: 

Printed: Bryan Fleming

Title: VP Technical Systems and Business Operations

Date: 6/27/12

Citizens Telecommunications Company of
the White Mountains, Inc

By: 

Printed: Stephen Levan

Title: SVP, Carrier Sales and Service

Date: 7.24.12