
CARRIER-TO-CARRIER AGREEMENT CHECKLIST

INSTRUCTIONS: Please complete all applicable parts of this form and submit it with related materials when filing a carrier-to-carrier agreement pursuant to 47 U.S.C. 252 and OAR 860-016-0000 et al. The Commission will utilize the information contained in this form to determine how to process the filing. **Unless you request otherwise in writing, the Commission will serve all documents related to the review of this agreement electronically to the e-mail addresses listed below.**

1. PARTIES	<i>Competitive Carrier</i>	<i>Incumbent Local Exchange Carrier</i>
	MCImetro Access Transmission Services, LLC	Citizens Telecommunications Company of Oregon, LLC
Name of Party:	_____	_____
Contact for Processing Questions:		
Name:	Peter H. Reynolds	Kim Czak
Telephone:	(703) 886-1918	(585) 777-7124
E-mail:	Peter.h.reynolds@verizonbusiness.com	kim.czak@frontiercorp.com
Contact for Legal Questions (if different):		
Name:	Tim Vogel	Gregg Sayre
Telephone:	(703) 886-5579	(585) 777-7270
E-mail:	Timothy.vogel@verizonbusiness.com	gregg.sayre@frontiercorp.com
Other Persons wanting E-mail service of documents (if any):		
Name:	John Monroe	Jenny Smith
E-mail:	John.monroe@verizonbusiness.com	jenny.smith@frontiercorp.com

2. TYPE OF FILING NOTE: Parties making multiple requests (such as seeking to adopt a previously approved agreement and Commission approval of new negotiated amendments to that agreement) should submit a separate checklist for each requested action.

Adoption: Adopts existing carrier-to-carrier agreement approved by the Commission.

- Docket ARB _____
- Parties to prior agreement _____ & _____

New Agreement: Seeks approval of new negotiated agreement.

Does adoption or agreement replace an existing agreement between the parties?

- NO
- YES, Docket ARB _____

Amendment: Amends an existing carrier-to-carrier agreement.

Docket ARB _____



Mailing: P.O. Box 340
Elk Grove, CA 95759
Shipping: 9260 E. Stockton Blvd.
Elk Grove, CA 95624

October 7, 2008

Cheryl Walker
Administrative Specialist 2
Administrative Hearings Division
Public Utility Commission of Oregon
550 Capitol St. NE, Suite 215
PO Box 2148
Salem, OR 97308-2148

**RE: Indirect Traffic Exchange and Compensation Agreement between Citizens
Telecommunications Company of Oregon, LLC and MCImetro Access Transmission
Services, LLC**

Dear Ms. Walker:

Enclosed are an original and two (2) copies of a fully executed agreement between Citizens Telecommunications Company of Oregon, LLC and MCImetro Access Transmission Services, LLC. Also enclosed is a completed Carrier-to-Carrier Agreement Checklist, which includes the names of the parties, contact person and the type of filing. The electronic version was e-Filed today, October 7, 2008.

Please contact Pam Pittenger at (888) 340-9545 or myself at (801) 274-3127 if you have any questions concerning the enclosed.

Sincerely,

A handwritten signature in cursive script that reads "Ingo Henningsen /pap".

Ingo Henningsen
Manager, Government and External Affairs

IH:pap

Enclosures

cc: Kim Czak, Frontier
Gregg Sayre, Frontier
Jenny Smith, Frontier
Peter H. Reynolds, MCI
Tim Vogel, MCI
John Monroe, MCI

INDIRECT TRAFFIC EXCHANGE AND COMPENSATION AGREEMENT

between

Citizens Telecommunications Company of Oregon, LLC

and

MCImetro Access Transmission Services, LLC

Dated:

INDIRECT TRAFFIC EXCHANGE AND COMPENSATION AGREEMENT

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INDIRECT TRAFFIC EXCHANGE AND COMPENSATION AGREEMENT

This Indirect Traffic Exchange and Compensation Agreement ("Agreement") made this 3rd day of Sept, 2008, is by and between Citizens Telecommunications Company of Oregon, LLC, a Delaware limited liability company, having its principal place of business at 180 S. Clinton Ave, Rochester, New York, 14646 ("Citizens") and MCImetro Access Transmission Services, LLC, a Delaware limited liability company, having its principal place of business at 22001 Loudoun County Parkway, Ashburn, VA 20147 ("Carrier"). Citizens and Carrier may also be referred to herein singularly as a "Party" or collectively as "the Parties]

SECTION 1. RECITALS AND PRINCIPLES

Citizens is a telecommunications company authorized to provide telecommunications services in the State of Oregon; and

Carrier is a telecommunications company authorized to provide telecommunications services in the State of Oregon; and

The Parties have in good faith negotiated, and agreed on terms and conditions as set forth below; and

In consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, Carrier and Citizens hereby covenant and agree as follows:

SECTION 2. SCOPE OF THE AGREEMENT

2.1 This Agreement sets forth terms and conditions under which Citizens and Carrier agree to interconnect their networks for Local and mandatory state Commission Extended Area Service (EAS) telecommunications services.

2.2 In the performance of their obligations under this Agreement, the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, the Act, or a state Commission, (including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement) such action shall not be unreasonably delayed, withheld or conditioned.

2.3 This Agreement applies only to areas where Carrier does not have an NPA/NXX or end user customers within Citizens serving areas.

2.4 This Agreement shall not apply to Commercial Mobile Radio Services traffic.

SECTION 3. GENERAL DEFINITIONS

Except as otherwise specified herein, the terms used in this Agreement shall have their ordinary industry meanings, or, if the foregoing is not applicable, their ordinary dictionary meanings.

3.1 Act means the Telecommunications Act of 1934, as amended from time to time.

3.2 Commission means the governing state regulatory commission, board or authority (PSC, PUC, etc.).

3.3 Internet Service Provider (ISP) Bound Traffic means traffic delivered by a local exchange carrier, indirectly or directly, to a provider of Internet Services.

3.4 Locally-dialed ISP Bound Traffic means traffic actually originated by and terminated to NPA/NXXs rated within the same local calling area or state Commission mandatory extended area service defined in the terminating Party's tariffs.

3.5 Local Traffic shall refer to calls originated by one Party's End User and terminated to the other Party's end users within the local exchange area or mandatory extended area service toll free calling area as required by the state Commission and defined in Citizens' tariffs. To be considered local, calls must be actually originated by and actually terminated to NPA/NXXs rated within the same local calling area, including Locally-dialed ISP bound traffic. Foreign exchange or foreign exchange like service will be treated as Local Traffic and will be billed as Bill and Keep.

SECTION 4. INDIRECT INTERCONNECTION

The Parties agree to exchange all local and intraLATA toll traffic with one another by transiting such traffic through third party LEC tandems or other appropriate serving office. This Agreement does not apply to traffic originated or terminated by third parties.

SECTION 5. COMPENSATION FOR THE TRANSPORT AND TERMINATION OF INTEREXCHANGED TRAFFIC

The Parties agree to exchange Local and Locally Dialed ISP traffic utilizing a bill and keep arrangement.

SECTION 6. REGULATORY APPROVALS

6.1 This Agreement, and any amendment or modification hereof, will be submitted to the Commission for approval in accordance with Section 252 of the Act. In the event any governmental authority or agency of competent jurisdiction rejects any provision hereof, the Parties shall negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.

6.2 In the event the FCC or the Commission promulgates rules or regulations, rates or issues orders, or a court with appropriate jurisdiction issues orders, which make unlawful any provision of this Agreement, or which impose new or different obligations on a Party, the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which are consistent with such rules, regulations or orders.

SECTION 7. ENTIRE AGREEMENT

This Agreement sets forth the entire understanding and supersedes prior agreements between the Parties relating to the subject matter contained herein and merges all prior discussions between them, and neither Party will be bound by any definition, condition, provision, representation, warranty, covenant or promise other than as expressly stated in this Agreement or as is contemporaneously or subsequently set forth in writing and executed by a duly authorized officer or representative of the Party to be bound thereby.

SECTION 8. TERM OF AGREEMENT

This Agreement will become effective upon execution by both Parties with the date of the second signature and will continue for a period of 1 year unless terminated earlier under the conditions set forth in this Section. This Agreement will be automatically renewed for successive periods of six (6) months after the initial term unless either Party provides the other Party with no less than sixty (60) day's prior, written notification of, its desire to renegotiate at the end of the initial or any successive period. If either Party does not respond to the other Party's written notification of the intent to renegotiate the Agreement prior to the expiration of the Agreement term, the Agreement will terminate and not renew at the end of the Agreement term. If either Party does respond to the other Party's written notification of the intent to renegotiate the Agreement prior to the expiration of the Agreement term, the Agreement shall not terminate, but instead shall renew pursuant to this section, pending renegotiation of an Agreement. Either

Party may send a request to renegotiate this Agreement upon its termination. The Parties intend that a renegotiated or arbitrated Agreement will be effective as of the date of termination of this Agreement and any new negotiated or arbitrated rates will be subject to true-up as of the termination date of this Agreement.

SECTION 9. AMENDMENT OF AGREEMENT

No provision of this Agreement shall be deemed waived, amended or modified by either Party unless such a waiver, amendment or modification is in writing, dated, and signed by both Parties.

SECTION 10. WAIVERS

10.1 No waiver of any provisions of this Agreement and no consent to any default under this Agreement shall be effective unless the same shall be in writing and properly executed by or on behalf of the Party against whom such waiver or consent is claimed.

10.2 No course of dealing or failure of any Party to strictly enforce any term, right, or condition of this Agreement in any instance shall be construed as a general waiver or relinquishment of such term, right or condition.

10.3 Waiver by either Party of any default by the other Party shall not be deemed a waiver of any other default.

SECTION 11. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT **IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.**

SECTION 12. INDEMNITY

12.1. Each Party (the indemnifying Party) will indemnify and hold the other (the indemnified Party) harmless from any liabilities, claims or demands (including the costs, expenses and reasonable attorney's fees on account thereof) that may be made by third parties for (a) personal injuries, including death, or (b) damage to tangible property resulting from the sole negligence and/or sole willful misconduct of the indemnifying Party, its employees or agents in the performance of this Agreement. The indemnifying Party will defend the indemnified Party at the indemnified Party's request against any such liability, claim, or demand. The indemnified Party will notify the other promptly of written claims or demands against the indemnified Party of which the indemnifying Party is solely responsible hereunder.

12.2 The Indemnified Party will notify the indemnifying Party promptly in writing of any claims, lawsuits, or demands by third Parties for which the indemnified Party alleges that the Indemnifying Party is responsible under this Section and if requested by the indemnifying Party, shall tender the defense of such claim, lawsuit or demand.

(1) In the event the indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the indemnified Party may proceed to defend or settle said action and the indemnifying Party shall hold harmless the indemnified Party from any loss, cost, liability, damage and expense.

(2) In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand.

(3) The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit.

(4) The indemnifying Party shall not be responsible for any admissions, settlements or compromises made by the indemnified Party prior to the indemnified Party's tender of the defense to the indemnifying Party, nor shall the indemnified Party make any settlements or compromises after such tender of defense, without the consent of the indemnifying Party, if the indemnifying Party promptly accepts the defense.

SECTION 13. DISCLAIMER OF WARRANTIES

13.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS), THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE EXISTS, NO WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY A PARTY OF FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED BY A PARTY UNDER THIS AGREEMENT WILL NOT GIVE RISE TO A CLAIM BY ANY THIRD PARTY OF INFRINGEMENT, MISUSE, OR MISAPPROPRIATION OF ANY INTELLECTUAL PROPERTY RIGHT OF SUCH THIRD PARTY.

13.2 It is the express intent of the Parties that each Party be solely responsible for all claims of its End-Users, including, without limitation, any credits or adjustments that may be issued or required to be issued to its End-Users.

SECTION 14. ASSIGNMENT

Any assignment or delegation by either Party to any non-affiliated entity or to any affiliated entity that is not certificated as a local exchange Carrier of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party shall be void. Consent to assignment shall not be unreasonably withheld. A Party assigning or delegating this Agreement or any right, obligation, duty or other interest hereunder to an Affiliate that is certificated as a local exchange Carrier shall provide written notice to the other Party. All obligations and duties of any Party under this Agreement shall be binding on all successors in interest and assigns of such Party. No assignment or delegation hereof shall relieve the assignor of its obligations under this Agreement.

SECTION 15. CONTROLLING LAW

This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations, and the Commission Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state of Oregon, without regard to its conflicts of laws principles, shall govern.

SECTION 16. SEVERABILITY

Subject to Regulatory Approval, if any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of this Agreement which is invalid. In all other respects this Agreement will stand as if such invalid provision had not been a part thereof and the remainder of the Agreement shall remain in full force and effect.

SECTION 17. NO JOINT VENTURE

Nothing herein contained shall be construed as creating a partnership or joint venture by or between the

Parties.

SECTION 18. NO RIGHTS TO THIRD PARTIES

This Agreement will not provide any third party, including, but not limited to any End User customer of Carrier, with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference to this Agreement.

SECTION 19. HEADINGS

The headings in this Agreement are for convenience and will not be construed to define or limit any of the terms herein or affect the meanings or interpretation of this Agreement.

SECTION 20. EXECUTION IN DUPLICATE

This Agreement may be executed in counterparts. Each counterpart shall be considered an original and such counterparts shall together constitute one and the same instrument.

SECTION 21. NOTICES

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested, or delivered by prepaid overnight express mail, and addressed as follows:

To Carrier:

MCI
Director, National Carrier Contracts & Initiatives
Attn: Peter H. Reynolds
22001 Loudoun County Parkway
G2-3-614
Ashburn, VA 20147

With Copy to:

MCI
VP-Network and Technology Law
Attn: Tim Vogel
1133 19th St, NW
Washington, DC 20036

And

MCI
Commercial Counsel
Attn: John Monroe
5055 North Point Parkway
1-2011N
Alpharetta, GA 30022

To Citizens:

Frontier, A Citizens Communications Company
Attn: Kim Czak Director Interconnection

180 South Clinton Avenue
Rochester, New York 14646
Telephone number: (585) 777-7124
Facsimile number: (585) 424-1196

With copy to:

Frontier, a Citizens Communications Company
Associate General Counsel
180 South Clinton Avenue
Rochester, NY 14646
Telephone number: (585) 777-7270
Facsimile number: (585) 263-9986

and

Frontier, A Citizens Communications Company
Julie Thompson – Interconnection Mgr.
14450 Burnhaven Drive
Burnsville, MN 55306
Telephone number: (952) 435-1387
Facsimile number: (952) 435-1126

If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

The Parties have caused this Local Interconnection Agreement to be executed on their behalf on the dates set forth below.

MCImetro Access Transmission Services, LLC

Citizens Telecommunications Company of Oregon.

By: 

By: 

Typed: **Peter H. Reynolds**

Typed: Christopher Eldredge

Title: Director

Title: VP. Carrier Sales and Service

Date: Sept 03, 2008

Date: 8/28/08