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April 25, 2006

Chairman Ron Jones
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

Dear Chairman Jones:

06-00123

RE: Interconnection Agreement – CTC-VS & Charter Fiberlink

Enclosed for TRA approval are an original and 14 copies of a Local and EAS Service Agreement between Citizens Telecommunications Company of the Volunteer State, LLC d/b/a Frontier Communications of the Volunteer State and Charter Fiberlink-Tennessee, LLC. Also included is our Disaster Recovery Plan.

Please date stamp the additional copy of the Agreement and return in the enclosed envelope.

A fifty-dollar check (\$50.00) is enclosed to cover the filing fee.

If you have any questions, please call me at 304.325.1216.

Sincerely,

J. Michael Swatts
State Government Affairs Director

Enclosures

PAID
\$50.00

LOCAL AND EAS SERVICE AGREEMENT

Dated as of March 1, 2006

By and Between

Citizens Telecommunications Company of the Volunteer State LLC

And

Charter Fiberlink-Tennessee LLC

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EXHIBIT 1

LOCAL AND EAS SERVICE AGREEMENT

This Agreement ("Agreement"), is entered into by and between Citizens Telecommunications Company of the Volunteer State LLC ("Citizens") and Charter Fiberlink-Tennessee LLC ("Carrier"). Citizens and Carrier may also be referred to herein singularly as a "Party" or collectively as the "Parties".

WHEREAS, Carrier is authorized by the Commission as a Competitive Local Exchange Carrier or a Local Exchange Carrier and provides such service to its end user customers; and

WHEREAS, Citizens is an Incumbent Local Exchange Carrier (ILEC) providing local exchange service; and

WHEREAS, Carrier terminates Local Exchange Service traffic that originates from Citizens subscribers, and Citizens terminates Local Exchange Service traffic that originates from Carrier's subscribers; and

WHEREAS, Carrier wishes to terminate calls to Citizens' end users within Citizens Local Exchange Service territory in a Local and Extended Area Service arrangement. If Carrier requests to provide Local Service within the Citizens ILEC serving territory under Sections 251 or 252 or the ACT, an additional agreement will be required.

NOW, THEREFORE, IN CONSIDERATION of the covenants contained herein, the Parties hereby agree as follows:

1. SCOPE OF AGREEMENT

- 1.1. This Agreement sets forth terms and conditions under which Citizens and Carrier agree to interconnect their networks for Local and Extended Area Service (EAS) telecommunications services. The Agreement includes all accompanying Exhibits.
- 1.2. The Parties agree to connect their respective networks at mutually agreed upon points so as to furnish Local and Extended Area Service between those Exchanges of Carrier and those Exchanges of Citizens stated on Exhibit 1. The point of interconnection must be within the exchange service territory of Citizens. Each Party is responsible for providing the physical facilities necessary to handle traffic to and from such point of interconnection. This section is expressly limited to the transport and termination of Local and EAS Traffic originated by and terminated to end users of the Parties in this Agreement.

- 1.3. 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. DEFINITIONS

Except as otherwise specified herein, the following definitions will apply to all sections contained in this Agreement. Additional definitions that are specific to the matters covered in a particular section may appear in that section.

- 2.1. Access Service Request (ASR) means the industry standard forms and supporting documentation used for ordering access services. The ASR will be used to identify the specific trunking and facilities request for interconnection.
- 2.2. "Act", as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or the Commission.
- 2.3. "Ancillary Traffic", includes all traffic destined for ancillary services, or that may have special billing requirements, including but not limited to the following: Directory assistance, 911/E911, Operator call termination (busy line interrupt and verify), 800/888, LIDB, and Information services requiring special billing.
- 2.4. CLLI Codes means Common Language Location Identifier Codes.
- 2.5. Commission means the State Commission.
- 2.6. DS1 is a digital signal rate of 1.544 Megabits per second ("Mbps").
- 2.7. DS3 is a digital signal rate of 44.736 Mbps.
- 2.8. Exchange Message Interface (EMI) is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, access, settlement and study data. EMI format is contained in ATIS/OBF-EMI latest published editions, an Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry standards for exchange message records.

- 2.9. Extended Area Service (EAS) means a billing arrangement in which unlimited calls to specific areas outside of a normal flat-rate area are offered to a customer for a fixed monthly charge.
- 2.10. Interconnection in this Agreement is as defined in the Act.
- 2.11. Local Exchange Routing Guide (LERG) is a Telcordia reference document used to identify NPA-NXX routing and homing information as well as network element and equipment designations.
- 2.12. Local Exchange Service means the provision of telephone exchange traffic or exchange access which originates and terminates within the local calling area boundary as established and defined by Citizens Tariffs.
- 2.13. Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the CLC of the ATIS. The MECOD document, published as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service that is to be provided by two or more Local Exchange Carriers.
- 2.14. Point of Interconnection Where the Parties agree to utilize a direct connection for the exchange of traffic the Point of Interconnection (POI) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging local and EAS traffic. The POI may be at any technically feasible point on Citizens' network, including at a Citizens exchange area boundary.
- 2.15. Rating Point is the V&H coordinates associated with a particular telephone number for rating purposes.

3. COMPENSATION FOR CALL TERMINATION & FACILITIES

- 3.1 Subject to the limitations in this Section 3, the Parties each agree to terminate the other Party's EAS traffic on a Bill and Keep basis of compensation. "Bill and Keep" shall mean that the originating Party has no obligation to pay terminating charges to the other Party for terminating the traffic, regardless of any charges the originating Party may assess its subscribers. The Parties each agree there will be separate and distinct trunk group for EAS traffic, subject to the provisions of Sections 4, 5, of this agreement.
 - 3.1.1 The Parties agree to exchange ISP Bound Traffic in accordance with the Order on Remand by the Federal Communications Commission ("FCC") in CC Docket No. 96-98 on April 27, 2001 on a bill and keep basis. The preceding sentence applies only to the exchange of traffic between these Parties and a separate determination of what ISP Bound

Traffic was exchanged between Citizens and any other party adopting this Agreement under 47 U.S.C. § 252(i) shall be required in order to determine the appropriate compensation of ISP-Bound Traffic and EAS Traffic between Citizens and any such other party.

3.1.2 To the extent the parties terminate EAS Traffic other than ISP Bound Traffic they expect the volume of EAS Traffic each party terminates to be comparable, thereby justifying the use of combined trunks for EAS Traffic and ISP Bound Traffic. As such it will not be possible to identify EAS Traffic and the Parties will reciprocally compensate each other using Bill and Keep.

3.1.3 The fact that ISP Bound Traffic and de minimus amounts of EAS Traffic are compensated for on a bill and keep basis shall not change the compensation set forth in this Agreement for any other traffic or services, including but not limited to facilities for interconnection, access traffic, wireless traffic, and transit traffic.

3.1.4 This Agreement does not address the exchange of wireless-to-wireline or wireline-to-wireless traffic, which will be exchanged at a rate of \$0.0112 per minute of usage.

- 3.2 If a direct connection is utilized, Carrier may lease facilities from Citizens or an alternate third Party provider for the provisions of EAS Interconnection trunking, in which case the Carrier will assume the full cost of leasing such facility up to the POI. Carrier agrees to pay Citizens applicable tariff rates if the facility is provided by Citizens. If construction is required on Citizens' side of the POI, to reach the POI, one time special construction charges will be applicable. No Party will construct facilities that require the other Party to build unnecessary facilities.

4. INTERCONNECTION

- 4.1. The Parties will establish Local/EAS Interconnection Trunks to exchange Local /EAS traffic. All Local/EAS Interconnection Trunk Groups established directly with the other Party's network including facilities and Points of Interconnection ("POIs") will conform with Exhibit 1. The Parties agree that all Local/EAS traffic exchanged between them will be on trunks exclusively dedicated to such traffic. Neither Party will terminate Interlata toll Switched Access traffic or originate untranslated 800/888/877/866 traffic over Local/EAS Interconnection Trunks. Local/EAS Interconnection will be provided via two-way trunks where technically feasible unless both Parties agree to implement one-way trunks on a case-by-case basis.
- 4.2. A POI is a point of interconnection at any technically feasible point on Citizens' network, limited to the interconnection of facilities between one Party's switch and the other Party's switch. The actual physical POI and

facilities used will be subject to negotiations between the Parties, but must be within the geographic area served by Citizens within the exchange boundary. Each Party will be responsible for its portion of the construction to the POI.

- 4.3. The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth below. The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The interconnection facilities provided by each Party shall be formatted using Alternate Mark Inversion (AMI) Line Code with Superframe Format Framing.
- 4.4. The electrical interface at the POI(S) will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 interface is agreed to by the Parties, Citizens will provide any multiplexing required for DS1 facilities or trunking at their end and Carrier will provide any DS1 multiplexing required for facilities or trunking at their end.
- 4.5. To the extent available, the parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in applicable industry standards including ISDN user part ("ISUP") for trunk signaling and transaction capabilities application part ("TCAP") for common channel signaling based features in the interconnection of their networks.
- 4.6. Citizens and Carrier will engineer all Traffic Exchange Trunk using a network loss plan conforming to ANSI T1.508-1998 and ANSI T1.508-1998 Supplement A.
- 4.7. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for Carriers, or Citizens internal customer demand.
- 4.8. N11 codes (e.g., 411, 611, & 911) shall not be sent between Carrier's network and Citizen's network over the Local/EAS Interconnection Trunk Groups.
- 4.9. Indirect Interconnection

In lieu of establishing a direct connection for the exchange of Local/EAS traffic the Parties may utilize a form of indirect interconnection as described herein. Indirect interconnection is a form of traffic exchange utilizing a third party provider that provides a transiting function such that Citizens and Carrier can exchange traffic over the third party's facilities. The third party provider may identify this form of traffic exchange as transit traffic. This indirect interconnection is permissible if Citizens has an appropriate trunk group to BellSouth's tandem to send to Carrier. Citizens will treat any overflow in the same manner that Citizens affords

other CLEC's with the same local calling scopes as defined by Citizens tariffs. In addition, Citizens will not send these calls over end office-to-end office dedicated EAS trunk groups with BellSouth as this would turn BellSouth's end office into a tandem.

The Parties do not agree on who is responsible for charges assessed by the third party transit provider for transiting traffic between Citizens and Charter.

Where one or both Parties utilizes this form of traffic exchange, and the volume of traffic originated by either Carrier or Citizens exceeds the centum call second busy hour equivalent of one (1) DS-1 at any time and/or 200,000 minutes of use for two (2) consecutive months, Carrier shall establish direct interconnection methods.

Where an indirect interconnection is used the Parties do not agree on where the POI will be established. Citizens takes the position that the POI is located at the point of physical connection between Citizens and BellSouth facilities. Charter takes the position that the POI is located at the BellSouth tandem office.

5. SIGNALING SYSTEMS AND ADMINISTRATION

The Parties will interconnect their networks using SS7 signaling associated with all interconnection trunk groups as defined in Telcordia GR-246 "Bell Communications Research Specification of Signaling Systems 7 (SS7) and GR-905, "Common Channel Signaling Network Interface Specification (CCSNIS) Supporting Interconnection, Message Transfer Part (MTP), and Integrated Services Digital Network (ISDN) User Part (ISUP)"including ISDN User Part ("ISUP") for trunk signaling and Transaction Capabilities Application Part ("TCAP") for CCS-based features in the interconnection of their networks.

6. TRUNK FORECASTING

The Parties will work towards the development of joint forecasting responsibilities for traffic utilization over interconnection trunk groups covered in this Agreement. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment becomes available. Parties will make all reasonable efforts and cooperate in good faith to develop alternative solutions to accommodate orders when facilities are not available. Intercompany forecast information must be provided by the Parties to each other upon reasonable request.

7. GRADE OF SERVICE

Each Party will provision their network to provide a P.01 grade of service.

8. NETWORK MANAGEMENT

8.1. Protective Controls

Either Party may use protective network traffic management controls such as 7-digit and 10-digit code gaps on traffic toward each other's network, when required to protect the public switched network from congestion due to facility failures, switch congestion or failure or focused overload. Carrier and Citizens will immediately notify each other of any protective control action planned or executed.

8.2. Mass Calling

Carrier and Citizens will cooperate and share pre-planning information regarding cross-network call-ins expected to generate large or focused temporary increases in call volumes. The promotion of mass calling services is not in the best interest of either Party. If one Party's network is burdened repeatedly more than the other Party's network, the Parties will meet and discuss the cause and impact of such calling and will agree on how to equitably share the costs and revenues associated with the calls and on methods for managing the call volume.

8.3. Network Harm

Neither Party will use any service related to or using any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing equipment (individually and collectively, "Network Harm"). If a Network Harm will occur or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

- (a) Promptly notify the other Party of such temporary discontinuance or refusal; and
- (b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal.

8.4 Code Administration

- a. Each Party is responsible for administering NXX codes assigned to it. Each Party is responsible for obtaining NPA/NXX code listings in the Local Exchange Routing Guide ("LERG"). The prefix rating switch Common Language Location Identifier (CLLI) code needs to be obtained from Telcordia and assigned in the Common Language On-Line Entry System for the CLLI code assigned to its switches.

- b. Each Party shall use the LERG published by Telcordia Technologies, or its successor, for obtaining route information and shall provide all required information to Telcordia Technologies for maintaining the code holder prefix in the LERG in a timely manner.
- c. Each Party shall program and update its End Office Switches, both host and remote, and network systems to recognize and route traffic to NXX codes assigned within the Mandatory Local Calling Scope to the other Party. Both Parties will follow industry standard processes and time periods to update the LERG and recognize changes in the LERG. In the event this process fails, Citizens will perform best efforts to accomplish routing of Carrier's NXX codes within two (2) business days from Carrier's request. In no event will Citizens perform any routing before the actual LERG effective date. Neither Party shall impose any fees or charges on the other Party for such activities.

9. TERM OF AGREEMENT

This Agreement will commence when fully executed and have an initial term for two (2) years provided that either party will have the right to terminate this agreement with or without cause on sixty (60) days written notice or negotiate an amendment to this Agreement. Thereafter, this Agreement shall automatically renew for successive one (1) year periods unless terminated as provided above. Upon termination of the Agreement, the interconnection arrangements between parties will continue without interruption. If Carrier wishes to serve customers located within Citizen's local serving area, Carrier will initiate a written request to pursue negotiations under Section 251 of the Act.

10. AMENDMENT OF AGREEMENT

This Agreement may not be amended, modified, or supplemented, nor may any obligations hereunder be waived by a party, except by written instrument signed by both parties.

11. ASSIGNMENT

Neither Party may assign or transfer (whether by operation of law or otherwise) this Agreement (or any rights or obligations hereunder) to a third party without the prior written consent of the other Party; provided that each Party may assign this Agreement to a corporate affiliate or an entity under its common control or an entity acquiring all or substantially all of its assets or equity without prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void from the beginning. Without limiting the generality of the foregoing, this Agreement will be binding upon and will inure to the benefit of the Parties' respective successors and assigns.

12. ENTIRE AGREEMENT

This Agreement, together with any and all Schedules and Exhibits which are attached hereto, sets forth the entire agreement and understanding of the parties and supersedes any and all prior agreements, written or oral, between the parties with respect to the subject matter hereof. Neither party will be bound by, and each party specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of the Agreement and which is proffered by the other party in any correspondence or other document or through any course of conduct, unless the party to be bound thereby specifically agrees to such provision in writing.

13. FORCE MAJEURE

If the performance of the Agreement, or any obligation hereunder is prevented, restricted or interfered with by reason of any of the following:

- 13.1. Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;
- 13.2. War, revolution, civil commotion, terrorism, acts of public enemies, blockade or embargo;
- 13.3. Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;
- 13.4. Labor difficulties, such as strikes, picketing or boycotts;
- 13.5. Delays caused by other service or equipment vendors; and
- 13.6. Any other circumstance beyond the reasonable control of the Party affected; then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with); provided that the Party so affected will use its best efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease.

14. NO LICENSE

No license under patents, copyrights or any other intellectual property right (other than the limited license to use) is granted by either Party or will be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

15. INDEPENDENT CONTRACTOR

The Parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party will have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement will not be interpreted or construed to create an association, agency, joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

16. 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. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. 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.

17. DISCLAIMER OF WARRANTIES. EXCEPT AS EXPRESSLY SET FORTH IN THIS AGREEMENT, NEITHER PARTY MAKES, AND EACH PARTY HEREBY SPECIFICALLY DISCLAIMS, ANY REPRESENTATIONS OR WARRANTIES, EXPRESS OR IMPLIED, REGARDING ANY MATTER SUBJECT TO THIS AGREEMENT, INCLUDING ANY IMPLIED WARRANTY OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE OR IMPLIED WARRANTIES ARISING FROM COURSE OF DEALING OR COURSE OF PERFORMANCE.

18. INDEMNITY

Each Party will indemnify and hold the other 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 that Party, its employees or agents in the performance of this Agreement. Each Party will defend the other at the other's request against any such liability, claim, or demand. Each Party will notify the other promptly of written claims or demands against such Party of which the other Party is solely responsible hereunder.

19. CONTROLLING LAW

This Agreement was negotiated by the Parties in accordance with the terms of the Communications Act of 1934, as amended, and the laws of Tennessee. It will be interpreted solely in accordance with the terms of the Communications Act of 1934, as amended, applicable rules of the Federal Communication Commission and applicable state law.

20. SEVERABILITY

In the event that any one or more of the provisions contained herein, is, for any reason, held to be unenforceable in any respect under law or regulation, the remainder of this Agreement will not be affected thereby and will continue in full force and effect, unless removal of that provision results in a material change to this Agreement. In such a case, the Parties will negotiate in good faith for replacement language. If replacement language cannot be agreed upon, either Party may terminate this Agreement.

21. DEFAULT

If either Party believes the other is in breach of this Agreement or otherwise in violation of law, it will first give sixty (60) days notice of such breach or violation and an opportunity for the allegedly defaulting Party to cure. Thereafter, the Parties will employ the dispute resolution and arbitration procedures set forth in this Agreement.

22. CONFIDENTIALITY.

Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data, computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's employees, contractors, agents or Affiliates (its "Representatives" and with a Party, a "Receiving Party") pursuant to this Agreement ("Proprietary Information") will be deemed the property of the Disclosing Party. Proprietary Information, if written, will be marked "Confidential" or "Proprietary" or by other similar notice, and, if oral or visual, will be confirmed in writing as confidential by the Disclosing Party to the Receiving Party within ten (10) days after disclosure. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (a) will be held in confidence by each Receiving Party; (b) will be disclosed to only those Representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and will be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. Notwithstanding the foregoing sentence, a Receiving Party will be entitled to disclose or provide Proprietary Information as required by any governmental authority or applicable law.

23. DISPUTE RESOLUTION

The Parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, the aggrieved Party shall first discuss the default or dispute with the other Party and seek resolution prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. Such conferences shall if necessary be escalated to the vice presidential level for each Party. In the event that the officers of the Parties shall be unable to resolve a default or other dispute, the Parties shall then submit the matter to the Commission for non-binding mediation. If mediation by the Commission is unsuccessful, recourse may be had by either Party to the Commission, if it has jurisdiction over the breach or dispute or to an appropriate court having jurisdiction over the Parties. Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

24. WAIVERS

The failure of either party to insist upon or enforce strict performance by the other party of any provision of this Agreement, or to exercise any right under this Agreement, shall not be construed as a waiver or relinquishment of such party's right to enforce any such provision or right in any other instance.

25. NO THIRD PARTY BENEFICIARIES.

This Agreement is not made for the benefit of any person, firm, corporation or association other than the parties hereto. The parties do not intend to confer any rights or benefit hereunder on any person, firm or corporation other than the parties hereto; nor will any person, firm or corporation be allowed to claim any rights or benefits.

26. NOTICES

Except as otherwise provided under this Agreement, any notices, demands, or requests made by either Party to the other Party hereunder will be in writing and will be deemed to have been duly given on the date received. If hand delivered, any such notice, demand, request, election or other communication will be deemed to have been received on the day received; if sent by first class mail, the day received; if sent by overnight courier, the day after delivery to the courier; and if sent by electronic facsimile and followed by an original sent via overnight or first class mail, the date of confirmation of the facsimile. All notices, demands, requests, elections, or other communications hereunder will be addressed as follows:

For CLEC:

Charter Communications, Inc.

Attention: Legal Department – Telephone

12405 Powerscourt Drive

St. Louis, MO 63131

Tel: 314-965-0555

Fax: 314-965-6640

and to Citizens, addressed as follows:

Citizens Communications

Attn: Director Carrier Services

180 South Clinton Avenue

Rochester, NY 14646

Tel: (716) 777-7124

Fax: (716) 424-1196

With a copy to:

K.C. Halm

Cole, Raywid & Braverman

1919 Penn. Ave., N.W., Suite 200

Washington, D.C. 20006

Telephone number: 202-659-9750

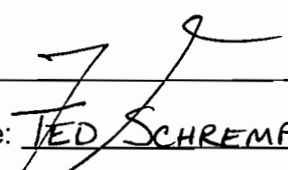
Facsimile number: 202-452-0067

kc.halm@crblaw.com

Each Party will inform the other in writing of any changes in the above addresses.

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

Charter Fiberlink-Tennessee LLC:

By: 

Name: TED SCHREMP

Title: SVP & GM

Date: 3/13/06

Citizens Telecommunications Company of
the Volunteer State LLC:

By: 

Name: Richard D Burym

Title: SVP Revenue Assurance

Date: 3/29/06

EXHIBIT 1

LOCAL/EAS INTERCONNECTION NETWORK ARRANGEMENTS TABLE

Carrier Switch	Carrier NPA –NXX	POI	Citizens Switch	Citizens NPA-NXX
CLLI CODE	CODES	CLLI Code	CLLI CODE	CODES
BUVLTNAXPS0	865-935-0	(per Section 4.9 above)	POWLTXADS0 RTLGTNXADS1 TTSPTNXARS0 WSBNTNXARS0	865-362 865-828 865-767 865-497
BUVLTNAXPS0	865-940-1	(per Section 4.9 above)	POWLTXADS0	865-362
BUVLTNAXPS0	865-262-0	(per Section 4.9 above)	POWLTXADS0	865-362
BUVLTNAXPS0	865-761-0	(per Section 4.9 above)	POWLTXADS0	865-362
BUVLTNAXPS0	865-288-0	(per Section 4.9 above)	CXTNTNXARS0 POWLTXADS0 RTLGTNXADS1 TTSPTNXARS0 WSBNTNXARS0	865-945 865-362 865-828 865-767 865-497
BUVLTNAXPS0	865-233-0	(per Section 4.9 above)	POWLTXADS0 RTLGTNXADS1 TTSPTNXARS0 WSBNTNXARS0	865-362 865-828 865-767 865-497
BUVLTNAXPS0	865-816-3	(per Section 4.9 above)	POWLTXADS0	865-362
BUVLTNAXPS0	865-657-9	(per Section 4.9 above)	POWLTXADS0	865-362
BUVLTNAXPS0	865-277-7	(per Section 4.9 above)	POWLTXADS0	865-362
BUVLTNAXPS0	865-773-0	(per Section 4.9 above)	CXTNTNXARS0 POWLTXADS0 RTLGTNXADS1 TTSPTNXARS0 WSBNTNXARS0	865-945 865-362 865-828 865-767 865-497
BUVLTNAXPS0	865-286-5	(per Section 4.9 above)	POWLTXADS0	865-362

Disaster Recovery Plan

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1.0 PURPOSE

In the unlikely event of a disaster occurring that affects Citizen Communications long-term ability to deliver traffic to a Competitive Local Exchange Carrier (CLEC), general procedures have been developed to hasten the recovery process. Since each location is different and could be affected by an assortment of potential problems a detailed recovery plan is impractical. However, in the process of reviewing recovery activities for specific locations, some basic procedures emerge that appear to be common in most cases.

These general procedures should apply to any disaster that affects the delivery of traffic for an extended time period. Each CLEC will be given the same consideration during an outage and service will be restored as quickly as possible.

This document will cover the basic recovery procedures that would apply to every CLEC.

2.0 SINGLE POINT OF CONTACT

When a problem is experienced, regardless of the severity, the Citizens Communications Network Operations Center (NOC) will observe traffic anomalies and begin monitoring the situation. Controls will be appropriately applied to insure the sanity of Citizens Communications' network; and, in the event that a switch or facility node is lost, the NOC will attempt to circumvent the failure using available reroutes.

Citizens Communications NOC will remain in control of the restoration efforts until the problem has been identified as being a long-term outage. At that time, the NOC will contact Citizens Communications Restoration Control Center (RCC) and relinquish control of the recovery efforts. Even though the RCC may take charge of the situation, the NOC will continue to monitor the circumstances and restore traffic as soon as damaged network elements are revitalized.

The telephone number for the Citizens Communications Network Operations Center is 800-722-0288.

3.0 IDENTIFYING THE PROBLEM

During the early stages of problem detection, the NOC will be able to tell which CLECs are affected by the catastrophe. Further analysis and/or first hand observation will determine if the disaster has affected CLEC equipment only, Citizens Communication equipment only, or a combination. The initial restoration activity will be largely determined by the equipment that is affected.

Once the nature of the disaster is determined and after verifying the cause of the problem, the NOC will initiate reroutes and/or transfers that are jointly agreed upon by the affected CLEC's Network Management Center and the Citizens Communications NOC. The type and percentage of controls used will depend upon available network capacity. Controls necessary to stabilize the situation will be invoked and the NOC will attempt to re-establish as much traffic as possible.

For long term outages, recovery efforts will be coordinated by the Restoration Control Center (RCC). Traffic controls will continue to be applied by the NOC until facilities are re-established.

As equipment is made available for service, the RCC will instruct the NOC to begin removing the controls and allow traffic to resume.

3.1 SITE CONTROL

In the total loss of building use scenario, what likely exists will be a smoking pile of rubble. This rubble will contain many components that could be dangerous. It could also contain any personnel on the premises at the time of the disaster. For these reasons, the local fire marshal with the assistance of the police will control the site until the building is no longer a threat to surrounding properties and the companies have secured the site from the general public.

During this time, the majority owner of the building should be arranging for a demolition contractor to mobilize to the site with the primary objective of reaching the cable entrance facility for a damage assessment. The results of this assessment would then dictate immediate plans for restoration, both short term and permanent.

In a less catastrophic event, i.e., the building is still standing and the cable entrance facility is usable, the situation is more complex. Local authorities will initially control the site until the threat to adjacent property has diminished. Once the site is returned to the control of the companies, the following events should occur.

An initial assessment of the main building infrastructure systems (mechanical, electrical, fire & life safety, elevators, and others) will establish building needs. Once these needs are determined, the majority owner should lead the building restoration efforts. There may be situations where the site will not be totally restored within the confines of the building. The companies must individually determine their needs and jointly assess the cost of permanent restoration to determine the overall plan of action.

Multiple restoration trailers from each company will result in the need for designated space and installation order. This layout and control is required to maximize the amount of restoration equipment that can be placed at the site, and the priority of placements.

Care must be taken in this planning to insure other restoration efforts have logistical access to the building. Major components of telephone and building equipment will need to be removed and replaced. A priority for this equipment must also be jointly established to facilitate overall site restoration (Example: If the AC power system has sustained damage, this would be of the highest priority in order to regain power, lighting, and HVAC throughout the building.)

If the site will not accommodate the required restoration equipment, the companies would then need to quickly arrange with local authorities for street closures, rights of way or other possible options available.

3.2 ENVIRONMENTAL CONCERNS

In the worse case scenario, many environmental concerns must be addressed. Along with the police and fire marshal, the state environmental protection department will be on site to monitor the situation.

Items to be concerned with in a large central office building could include:

1. Emergency engine fuel supply. Damage to the standby equipment and the fuel handling equipment could have created "spill" conditions that have to be handled within state and federal regulations.
2. Asbestos containing materials that may be spread throughout the wreckage. Asbestos could be in many components of building, electrical, mechanical, outside plant distribution, and telephone systems.
3. Lead and acid. These materials could be present in potentially large quantities depending upon the extent of drainage to the power room.
4. Mercury and other regulated compounds resident in telephone equipment.
5. Other compounds produced by the fire or heat.

Once a total loss event occurs at a large site, local authorities will control immediate clean up (water placed on the wreckage by the fire department) and site access.

At some point, the companies will become involved with local authorities in the overall planning associated with site clean up and restoration. Depending on the clean up approach taken, delays in the restoration of several hours to several days may occur.

In a less severe disaster, items listed above are more defined and can be addressed individually depending on the damage.

In each case, the majority owner should coordinate building and environmental restoration and well as maintain proper planning and site control.

4.0 RESTORATION CONTROL CENTER (RCC)

The Restoration Control Center will be activated in the event of a disaster. The RCC is chaired by the VP / GM Tennessee. It is the VP / GMs responsibility to declare the activation of the RCC and classification of the outage.

In the event of a major service interruption, the VP / GM Tennessee will notify the RCC staff which will establish a conference bridge to be used for the communication link for the emergency restoral.

The RCC staff will assess the service outage or natural disaster and direct the appropriate staff functional task force groups to provide the necessary personnel and supplies based on review of outage reports, nature of outage and restoral estimate times.

The RCC will continuously monitor the progress and needs of functional work groups which will in turn issue information to the various state and local government agencies as to the status of restoring service.

The Tennessee RCC includes the following departments and is supported by the functional staff as indicated below:

1. Field Operations
2. Network Operations Center (NOC)
3. Engineering (Outside Plant)
4. Administration Support / Customer Contact
5. Public and External Affairs

The RCC is supported by the functional staff from the following departments:

1. Human Resources
2. Supply
3. Security
4. Building / Vehicles / Energy
5. Planning
6. External / Public Affairs
7. Engineering – OSP
8. Finance
9. Field Operations Supervisors
10. Sales / Business Services

Annually, the RCC will meet to review the Citizens Telecommunications Company of Tennessee Emergency Program to ensure its functionality is in accordance with current Citizens Policies and Practices

Each member of the RCC will have a Citizens Communications call out manual for the state and their area of responsibility that will contain the following:

1. Names and telephone numbers of their support personnel.
2. Names of contacts for materials.
3. List of emergency equipment locations such as generators.
4. Any specialized information needed for them to perform their mission.

5.0 RECOVERY PROCEDURES

The nature and security of any disaster will influence the recovery procedures. One crucial factor in determining how Citizens Communications will proceed with restoration is whether or not Citizens Communications' equipment is incapacitated. Regardless of whose equipment is out of service, Citizens Communications will move as quickly as possible to aid with service recovery; however, the approach that will be taken may differ depending upon the location of the problem.

5.1 CLEC OUTAGE

For a problem limited to One CLEC (or a building with multiple CLECs), Citizens Communications has several options available for restoring service quickly. For those CLECs that have agreements with other CLECs, Citizens Communications can immediately start directing traffic to a provisional CLEC for completion. This alternative is dependent upon Citizens Communications having concurrence from the affected CLECs.

Whether or not the affected CLECs have requested a traffic transfer to another CLEC will not impact Citizens Communications' resolve to re-establish traffic to the original destination as quickly as possible.

5.2 CITIZENS COMMUNICATIONS OUTAGE

Because Citizens Communications' equipment has varying degrees of impact on the service provided to the CLECs, restoring service from damaged Citizens Communications equipment is different. The outage will probably impact a number of Carriers simultaneously. However, the RCC will be able to initiate immediate actions to correct the problem.

A disaster involving any of Citizens Communications' equipment locations could impact the CLECs, some more than others. A disaster at a Central Office (CO) would only impact the delivery of traffic to and from that one location, but the incident could affect many Carriers. If the Central Office is a Serving Wire Center (SWC), then traffic from the entire area to those Carriers served from that switch would also be impacted. If the switch functions as an Access Tandem, or there is a tandem in the building, traffic from every CO to every CLEC could be interrupted. A disaster that destroys a facility hub could disrupt various traffic flows, even though the switching equipment may be unaffected.

The NOC would be the first group to observe a problem involving Citizens Communications' equipment. Shortly after a disaster, the NOC will begin applying controls and finding re-routes for the completion of as much traffic as possible. These reroutes may involve delivering traffic to alternate Carriers upon receiving approval from the CLECs involved. In some cases, changes in translations will be required. If the outage is caused by the destruction of equipment, then the RCC will assume control of the restoration.

5.2.1 Loss of a Central Office

When Citizens Communications loses a Central Office, the RCC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and /or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police, and other emergency agencies; and
- e) Begin restoring service to CLECs and other customers.

5.2.2 Loss of a Central Office with Serving Wire Center Functions

The loss of a Central Office that also serves as a Serving Wire Center (SWC) will be restored as described in section 5.2.1.

5.2.3 Loss of a Central Office with Tandem Functions

When Citizens Communications loses a Central Office building that serves as an Access Tandem and as a SWC, the RCC will

- a) Place specialists and emergency equipment on notice;
- b) Inventory the damage to determine what equipment and/or functions are lost;
- c) Move containerized emergency equipment and facility equipment to the stricken area, if necessary;
- d) Begin reconnecting service for Hospitals, Police, and other emergency agencies;
- e) Re-direct as much traffic as possible to the alternate access tandem (if available) for delivery to those CLECs utilizing a different location as a SWC;
- f) Begin aggregating traffic to a location near the damaged building. From this location, begin re-establishing trunk groups to the CLECs for the delivery of traffic normally found on the direct trunk groups. (This aggregation point may be the alternate access tandem location or another CO on a primary facility route.)
- g) Begin restoring service to CLECs and other customers

5.2.4 Loss of a Facility Hub

In the event that Citizens Communications loses a facility hub, the recovery process is much the same as above. Once the NOC has observed the problem and administered the appropriate controls, the RCC will assume authority for the repairs. The recovery effort will include

- a) Placing specialists and emergency equipment on notice;
- b) Inventorying the damage to determine what equipment and/or functions are lost;
- c) Moving containerized emergency equipment to the stricken area, if necessary;
- d) Reconnecting service for Hospitals, Police, and other emergency agencies; and
- e) Restoring service to CLEC; and other customers. If necessary, Citizens Communications will aggregate the traffic at another location and build temporary facilities, when available. This alternative would be viable for a location that is destroyed and building repairs are required.

5.3 COMBINED OUTAGE (CLEC AND CITIZENS COMMUNICATIONS' EQUIPMENT)

In some instances, a disaster may impact Citizens Communications' equipment as well as the CLECs'. This situation will be handled in much the same way as described in section 5.2.3. Since Citizen Communications and the CLECs will be utilizing temporary equipment, close coordination will be required.

6.0 T1 IDENTIFICATION PROCEDURES

During the restoration of service after a disaster, Citizens Communications may be forced to aggregate traffic for delivery to a CLEC. During this process, T1 traffic may be consolidated onto DS3s and may become unidentifiable to the Carrier. Because resources will be limited, Citizens Communications may be forced to "package" this traffic entirely differently than normally received by the CLECs. Therefore, a method for identifying the T1 traffic on the DS3s and

providing the information to the Carriers is required.

7.0 ACRONYMS

CO	Central Office (Citizens Communications)
DS3	Facility that carries 28 T1s (672 Circuits)
CLEC	Competitive Local Exchange Carrier
NOC	Network Operations Center
RCC	Restoration Control Center
SWC	Serving Wire Center (Citizens Communications switch)
T1	Facility that carries 24 circuits

8.0 HURRICANE INFORMATION

During a hurricane, Citizens Communications will make every effort to keep CLECs updated on the status of our network. Information centers will be set up throughout Citizens Communications. These centers are not intended to be used for escalations, but rather to keep the CLEC informed of network related issues, area damages, and dispatch conditions, etc.

9.0 CITIZENS COMMUNICATIONS DISASTER MANAGEMENT PLAN

Citizens Communications maintenance centers have geographical and redundant communication capabilities. In the event of a disaster removing any maintenance center from service another geographical center would assume maintenance responsibilities. The contact numbers will not change and the transfer will be transparent to the CLEC.