

**BEFORE THE  
TENNESSEE REGULATORY AUTHORITY**

In Re: )  
)  
Petition of Charter Fiberlink – Tennessee, )  
LLC for Arbitration of Rates, Terms and )  
Conditions of Interconnection with )  
Citizens Telecommunications Company of ) Docket No. 08-00093  
Tennessee LLC d/b/a Frontier )  
Communications of Tennessee LLC )  
Pursuant to the Communications Act of )  
1934, as Amended by the )  
Telecommunications Act of 1996 )

**PETITION OF CHARTER FIBERLINK – TENNESSEE, LLC  
FOR ARBITRATION WITH  
CITIZENS TELECOMMUNICATIONS COMPANY OF TENNESSEE LLC D/B/A  
FRONTIER COMMUNICATIONS OF TENNESSEE LLC**

Charter Fiberlink – Tennessee, LLC (“Charter Fiberlink” or “Petitioner”) hereby petitions the Tennessee Regulatory Authority (the “Authority”) to arbitrate, pursuant to Section 252(b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the “Act”), certain unresolved issues arising from the interconnection agreement negotiations between Charter Fiberlink and Citizens Telecommunications Company of Tennessee LLC d/b/a Frontier Communications of Tennessee (referred to as “Citizens”).

**PARTIES**

1. Petitioner’s full name and its official business address for its Tennessee operations are as follows:

Charter Fiberlink – Tennessee, LLC  
12405 Powerscourt Drive  
St. Louis, Missouri 63131

Charter Fiberlink is a Delaware limited liability company with its principal place of business at 12405 Powerscourt Drive, St. Louis, Missouri 63131. Charter Fiberlink has a Certificate of Authority issued by the Authority on February 23, 2004 in Docket No. 03-00521 authorizing Charter Fiberlink to provide competing facilities-based and resold local exchange telecommunications services, in addition to interexchange services, in Tennessee. Charter Fiberlink is a “telecommunications carrier” and “local exchange carrier” under the Act.

2. The names and addresses of Charter Fiberlink’s representatives in this proceeding are as follows:

Charles A. Hudak, Esq.  
Charles V. Gerkin, Jr., Esq.  
Kennard B. Woods, Esq.  
Friend, Hudak & Harris, LLP  
Three Ravinia Drive, Suite 1450  
Atlanta, Georgia 30346-2131  
Tel: (770) 399-9500  
Fax: (770) 395-0000  
Email: [chudak@fh2.com](mailto:chudak@fh2.com)  
[cgerkin@fh2.com](mailto:cgerkin@fh2.com)  
[kwoods@fh2.com](mailto:kwoods@fh2.com)

and

Carrie L. Cox, Esq.  
Clifford K. Williams, Esq.  
Charter Fiberlink – Tennessee, LLC  
12405 Powerscourt Drive  
St. Louis, Missouri 63131-3674  
Tel: (314) 543-2567  
Fax: (314) 965-6640  
Email: [carrie.cox@chartercom.com](mailto:carrie.cox@chartercom.com)  
[cliff.williams@chartercom.com](mailto:cliff.williams@chartercom.com)

and

H. LaDon Baltimore, Esq.  
Farrar & Bates, LLP

211 Seventh Avenue North, Suite 500  
Nashville, Tennessee 37219  
Phone: (615) 254-3060  
Fax: (615) 254-9835  
Email: [don.baltimore@farrar-bates.com](mailto:don.baltimore@farrar-bates.com)

The foregoing persons should receive all communications, filings and submissions in this proceeding, including but not limited to, correspondence, notices, inquiries and orders.

3. Citizens is a limited liability company organized and formed under the laws of Delaware. The principal office address for Citizens is as follows:

180 South Clinton Avenue  
Rochester, New York 14646

Citizens provides local exchange, exchange access and other services within its franchised areas in Tennessee. Citizens is an “incumbent local exchange carrier” (“ILEC”) under the Act. *See* 47 U.S.C. § 251(h).

4. Citizens’ attorney and negotiator are:

Gregg C. Sayre, Associate General Counsel  
Frontier Communications  
180 South Clinton Avenue  
Rochester, New York 14646  
Tel: 585-777-7270  
Email: [gregg.sayre@frontiercorp.com](mailto:gregg.sayre@frontiercorp.com)

Julie Thompson -- Interconnection Manager  
Frontier, A Citizens Communications Company  
14450 Burnhaven Drive  
Burnsville, Minnesota 55306  
Tel: 952-435-1387  
Email: [Julie.thompson@frontiercorp.com](mailto:Julie.thompson@frontiercorp.com)

5. A draft of the interconnection agreement (hereinafter, the “Agreement”) reflecting the parties’ negotiations to date is attached hereto as Exhibit “C.”

## **JURISDICTION**

6. The Authority has jurisdiction over Charter Fiberlink's Petition under the Act, including 47 U.S.C. § 252(b), and the regulations of the Federal Communications Commission (the "FCC") implementing the Act.

7. Negotiation of the Agreement commenced when Charter Fiberlink sent Citizens a request for interconnection pursuant to 47 U.S.C. § 251. For the purpose of establishing the statutory time frames set forth in Section 252 of the Communications Act, the parties have agreed that negotiations began on December 22, 2007 and that the window for filing a request for arbitration opened on May 5, 2008 and closes on May 30, 2008. A copy of Charter Fiberlink's request to Citizens for negotiation of an interconnection agreement in Tennessee, along with copies of all extension agreements entered into between the parties with respect to the negotiation of the interconnection agreement, are attached hereto as Exhibit "D." This Petition is timely filed.

## **NEGOTIATIONS**

8. Extensive negotiations between the parties have been conducted and have addressed, among other things, general terms and conditions, interconnection, number portability and certain ancillary services. The parties have been able to resolve numerous issues during negotiations, including issues relating to the following: general terms and conditions (term of agreement, effective date of agreement, backbilling, insurance, dispute resolution, late payment and assignment); interconnection (point of interconnection, methods of interconnection (direct and indirect), rates for facilities, fiber meet arrangements, trunking obligations, code loading and network interface devices);

and ancillary issues (directory listings). Language reflecting the resolved issues is set forth in Exhibit “C.”

9. Five issues, relating to supplemental porting charges, concurrence charges, billing (payment timing and dispute timing) and 911 trunk charges, remain unresolved. Those issues, as identified by Charter Fiberlink, are addressed in the Statement of Unresolved Issues attached hereto as Exhibit “A” and in the Matrix attached hereto as Exhibit “B.” To Charter’s knowledge, no other unresolved issues have been identified by Citizens.

#### **STANDARD FOR ARBITRATION**

10. The Authority is to resolve disputed issues between the parties in accordance with the standards for arbitration set forth in 47 U.S.C. § 252(c).

#### **DISPUTED ISSUES**

11. Consistent with 47 U.S.C. § 252(b)(2)(A), the issues Charter Fiberlink wishes to arbitrate are addressed in Exhibits “A” and “B.” “Citizens’ Position” with respect to each issue identified in Exhibits “A” and “B” is as characterized by Charter Fiberlink and represents Charter Fiberlink’s effort to determine the basis for the language proposed by Citizens with which Charter Fiberlink disagrees.

12. In Exhibits “A” and “B,” agreed-upon language is shown in normal type, disputed language proposed by Citizens is shown as **bold** and in *italics*, and disputed language proposed by Charter Fiberlink is shown as **bold** and underlined. In Exhibits “A” and “B,” Charter Fiberlink has referenced certain, but not necessarily all, language proposed by each of the parties relating to each issue. In addition, certain language that has not been agreed to by the parties in Exhibit “C,” and, therefore, is shown as disputed,

may not be indicated as an issue because of its uncontroversial nature. Also, if within the three (3) day period immediately preceding the filing of this Petition, disputed language in Exhibit "C" was resolved by agreement between the parties, or if Citizens has indicated its agreement with any of the language in Exhibit "C," there have been no changes to Exhibits "A," "B," or "C" that would reflect such agreement, given the impracticability of modifying this Petition and the exhibits in time to make a timely filing.

13. Charter Fiberlink reserves its right to seek information through discovery as it may become necessary for an adequate development of the record. Charter Fiberlink also anticipates that privileged, confidential and/or trade secret information may be exchanged in the course of this proceeding and therefore requests an appropriate Protective Order be entered to protect the information. Charter Fiberlink believes that the parties will be able to agree upon the terms applicable to such Protective Order.

#### **RELIEF REQUESTED**

**WHEREFORE**, Charter Fiberlink respectfully requests that the Authority grant the following relief:

A. Arbitrate the unresolved issues between Charter Fiberlink and Citizens within the timetable specified by the Act, and, if appropriate, appoint a hearing officer to hear this Petition.

B. Approve the Agreement reflecting: (i) the agreed-upon language in Exhibit "C," and (ii) the resolution in this proceeding of the unresolved issues as requested by Charter Fiberlink.


C. Retain jurisdiction of this arbitration until the parties have submitted an

agreement for approval in accordance with Section 252(e) of the Act.

D. Retain jurisdiction of this arbitration and the parties hereto until Citizens has complied with all implementation timeframes specified in the arbitrated agreement and the agreement has been fully implemented and, if necessary, enforced.

E. Take such other and further actions as are just and reasonable.

Respectfully submitted,

  
H. LaDon Baltimore, Esq.

FARRAR & BATES, LLP  
211 Seventh Avenue North, Suite 500  
Nashville, Tennessee 37219  
(615) 254-3060

Charles A. Hudak, Esq.  
Charles V. Gerkin, Jr., Esq.  
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(770) 399-9500

ATTORNEYS FOR CHARTER FIBERLINK –  
TENNESSEE, LLC

**CERTIFICATE OF SERVICE**

I hereby certify that I have this day served a copy of the foregoing by depositing same in the United States mail in a properly addressed envelope with adequate postage thereon to insure delivery to the following parties:

Gregg C. Sayre, Associate General Counsel\*  
Frontier Communications  
180 South Clinton Avenue  
Rochester, NY 14646

Julie Thompson - Interconnection Manager\*  
Frontier, A Citizens Communications Company  
14450 Burnhaven Drive  
Burnsville, MN 55306

\*Also served via electronic mail

This 30th day of MAY, 2008.



H. LaDon Baltimore  
Farrar & Bates, LLP  
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Nashville, TN 37219  
Phone: 615-254-3060  
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COUNSEL FOR  
CHARTER FIBERLINK – TENNESSEE,  
LLC



## **EXHIBIT A**

### **STATEMENT OF UNRESOLVED ISSUES**

#### **Issue No. 1**

**Issue:** **Supplemental Porting Charges (General Terms and Conditions § 6.12, Attachment 7 - Pricing § 1.4): Whether the FCC's rules permit charges to carriers for telephone number porting requests?**

**Charter Fiberlink's  
Position:**

Supplemental local service requests ("LSRs") are specified by the North American Numbering Council ("NANC") as part of the standard local number portability ("LNP") process. NANC Inter-Service Provider LNP Operations Flows - Narratives version 2.0a, LNPA Working Group (approved July 9, 2003). Supplemental LSRs should therefore be considered part of the overall LNP system adopted by the FCC and covered by its cost recovery rules. Citizens has agreed there are no charges for an initial porting order submitted by Charter Fiberlink. However, after Charter Fiberlink places a porting order, if Charter Fiberlink then needs to cancel the porting order or change the porting order (*e.g.*, to establish a new due date), then Citizens asserts that it is entitled to assess a supplemental LSR charge. Citizens regularly creates the need for such supplemental LSRs because of its failure to timely return a firm order confirmation ("FOC") to Charter Fiberlink. *See* Issue No. 2.

Charter Fiberlink does not purchase switching ports and is not reselling Citizens' services. Charter Fiberlink also is not requesting that Citizens perform a "query-service". Thus, under the FCC's rules, Citizens may not assess any porting charges on Charter Fiberlink.

In several orders implementing 47 U.S.C. § 251(e)(2) shortly after enactment of the Telecommunications Act of 1996, the FCC held that

carriers are required to recover their costs of implementing LNP through tariffed end-user charges. *See Telephone Number Portability*, Third Report and Order (the “Cost Recovery Order”), 13 FCC Rcd 11701 (1998), *aff’d*, *Telephone Number Portability*, Memorandum Opinion and Order on Reconsideration and Order on Application for Review (the “Cost Recovery Reconsideration Order”), 17 FCC Rcd 2578 (2002). *See also Telephone Number Portability Cost Classification Proceeding*, Memorandum Opinion and Order, 13 FCC Rcd 24495 (CCB 1998). In these orders the FCC determined that recovery by ILECs through end-user charges of carrier-specific costs directly related to providing number portability best serves the statutory goal of competitive neutrality. Cost Recovery Order, at ¶¶ 8, 39 and 135. Accordingly, the FCC promulgated its current rule, codified at 47 CFR § 52.33, entitled “Recovery of carrier-specific costs directly related to providing long-term number portability.” The rule states that ILECs may recover their carrier-specific costs directly related to providing long-term number portability by establishing in tariffs filed with the FCC, certain charges over a five (5) year term assessed against end users. *See* 47 CFR § 52.33(a)(1)(i) & (a)(3).

Rule 52.33(a)(1)(ii) allows ILECs to assess charges on carriers that purchase switching ports as UNEs or resell the ILECs’ local services. In addition, the number portability “query-service” charge described in 47 CFR § 52.33(a)(2) may be assessed against carriers. No other recovery from carriers is authorized by the rule for number portability charges. *See* Cost Recovery Reconsideration Order, ¶ 62.

**Citizens’ Position:**

The supplemental charges recover Citizens’ cost of reversing the retail disconnect order that it must place in its system (in the case of a cancellation) or Citizens’ cost of rescheduling the retail disconnect order (in the case of a new desired due date). Citizens has advised that it will not agree to delete the supplemental charges, but that it would agree to add a provision waiving all supplemental charges

for a particular Charter Fiberlink order if Citizens fails to return a FOC for that order within twenty-four (24) hours. *See* Issue No. 2.

## **Issue No. 2**

### **Issue:**

**Concurrence Charges (Porting) (Attachment 7 - Pricing § 1.5.3): Whether an old service provider may impose on a new service provider the cost of manual concurrence coordination caused by the old service provider's failure to complete the telephone number porting process in the intervals established under federal law?**

### **Charter Fiberlink's Position:**

The current industry agreed porting interval for wireline service is four (4) days for simple ports. There is a two (2) stage porting process – the Confirmation Interval (which currently takes up to twenty-four (24) hours for ports involving wireline carriers), and the Activation Interval (which currently takes up to three (3) business days for ports involving wireline carriers). The Confirmation Interval involves intercarrier communications for the exchange of (a) the LSR by the new service provider to the current (*i.e.*, “old”) service provider, and (b) the FOC between the old service provider and the new service provider. During this process, the new service provider and old service provider exchange information and agree on a due date to port the telephone number. *In the Matter of Telephone Number Portability*, CC Docket No. 95-116, Second Notice of Proposed Rulemaking (September 16, 2004); *NANC Report and Recommendation on Intermodal Porting Intervals*, Prepared for the NANC by the Intermodal Porting Interval Issue Management Group (dated May 3, 2004) (“NANC Report”). The NANC Report can be located at: [http://www.nanc-chair.org/docs/nowg/May04\\_Intermodal\\_Porting\\_Report.doc](http://www.nanc-chair.org/docs/nowg/May04_Intermodal_Porting_Report.doc).

Per current FCC rules, the FOC is to be returned within twenty-four (24) hours, with porting to take place within three (3) business days thereafter. Until

Charter Fiberlink receives the FOC, Charter Fiberlink cannot send to the National Portability Administration Council ("NPAC") a "create message" with the correct subscription version and thus start the "Initial Concurrence" (9 hours) and "Final Concurrence" (9 hours) timer processes. Until Charter Fiberlink receives the FOC, Charter Fiberlink also lacks confirmation that Citizens understands and acknowledges that the end user customer will be porting his or her telephone number to Charter Fiberlink.

Citizens, however, regularly returns the FOC in an untimely manner (*i.e.*, three (3) to six (6) days via manual processing), or does not return the FOC at all. Because Citizens is not returning FOCs timely or not returning FOCs at all with respect to certain orders, there is insufficient time for Charter Fiberlink to create a subscription in the NPAC eighteen (18) hours before the end of the Activation Period. This means that Charter Fiberlink cannot satisfy the requirements for Auto Concurrence with respect to such orders. Consequently, Charter Fiberlink must request manual concurrence from Citizens for such orders.

These problems have been occurring since the third quarter of 2007.

**Citizens' Position:**

Citizens has advised that it will not agree to delete the concurrence charges, but that Citizens would agree to add a provision waiving all concurrence charges for a particular Charter Fiberlink order if Citizens fails to return a FOC for that order within twenty-four (24) hours.

**Issue No. 3**

**Issue:**

**Charges and Payments (General Terms and Conditions § 24.2): Whether the due date of a billing party's invoice should be extended if the billing party fails to deliver its invoice to the billed party in a timely manner?**

**Charter Fiberlink's  
Position:**

Citizens sends some billing statements by ordinary first class mail. Citizens' present contract language places the burden of uncertain or delayed mail delivery solely on Charter Fiberlink. If delivery of an invoice to a billed party is delayed for three (3) or more business days following the invoice date, Charter Fiberlink believes that the billed party should be entitled to request an adjustment or extension of the billing due date for a period equal to the delay to allow the billed party sufficient time to review the invoice prior to submitting payment or providing notice of a dispute.

**Citizens' Position:**

Citizens interprets the disputed language at Section 24.2 as only permitting a billed party to request an adjustment or extension of the due date of an invoice if actual preparation of such invoice by Citizens is delayed. Citizens does not agree to assume the risk of delayed mail delivery of an invoice.

**Issue No. 4**

**Issue:**

**Charges and Payments (General Terms and Conditions §§ 24.3.1 and 24.5): Whether the Agreement should allow a billed party to dispute a previously paid amount within one (1) year after the due date of the invoice to which the dispute pertains?**

**Charter Fiberlink's  
Position:**

The parties agree that a billed party raising a bona fide billing dispute to a billing party should be able to withhold payment of the disputed amount so long as the billed party provides written notice of the billing dispute within sixty (60) days of its receipt of an invoice.

Because of the complexity of Citizens' invoices, Charter Fiberlink believes that a billed party should also be permitted to pay, in full, a billing party's invoice and then submit a bona fide billing dispute so long as the billed party submits such dispute with respect to a previously paid amount within one (1)

year after the due date of the invoice to which the dispute pertains.

**Citizens' Position:**

Citizens has advised that it is considering Charter Fiberlink's revisions.

**Issue No. 5**

**Issue:**

**E911 Trunks (Attachment 1 - Interconnection § 1.4.5, Attachment 7 - Pricing Exhibit B): Whether the Agreement should require Citizens to provide Charter Fiberlink with access to E911 trunks at cost-based rates?**

**Charter Fiberlink's Position:**

The parties have agreed to provide Charter Fiberlink with the option of purchasing 911 trunks from Citizens either pursuant to the rates, terms and conditions set forth in Citizens' access tariff or pursuant to a term (*i.e.*, 1 year, 2 year, 3 year or longer) pricing arrangement that would be described on Exhibit B to Attachment 7. Citizens, however, has failed to provide any term-based pricing to Charter Fiberlink for its review and consideration.

**Citizens' Position:**

Citizens has advised that it is still determining the term pricing arrangements for 911 trunks that would be included at Exhibit B to Attachment 7.

**EXHIBIT B**

**MATRIX OF UNRESOLVED ISSUES**

**EXHIBIT "B"**  
**MATRIX OF UNRESOLVED ISSUES**

EXHIBIT "B"																								
MATRIX OF UNRESOLVED ISSUES																								
Issue No.	Issue(s)	Section(s)	Charter Fiberlink's Language	Charter Fiberlink's Position	Citizens' Language	Citizens' Position																		
1	Supplemental Porting Charges. Whether the FCC's rules permit charges to carriers for telephone number porting requests?	General Terms and Conditions § 6.12; Attachment 7 (Pricing) § 1.4	<p>General Terms and Conditions:</p> <p>6.12 <b>INTENTIONALLY DELETED</b></p> <p>Attachment 7 (Pricing):</p> <p>1.4 Supplemental PON Charges</p> <p>Supplement # 1</p> <p>Cancel - Indicates that the pending order is to be canceled in its entirety.</p> <p>Charge - <u>no charge</u></p> <p>Supplement # 2</p> <p>New desired due date - Indicates that the pending order requires only a change of desired due date.</p> <p>Supplement # 3</p> <p>Other - Any other change to the request.</p> <p>Supp 2 &amp; 3 Charges are as follows:</p> <table><tr><td>Order Type</td><td>Residence Porting</td><td>Business Porting</td></tr><tr><td>Charge Per Order</td><td><u>no charge</u></td><td><u>no charge</u></td></tr></table>	Order Type	Residence Porting	Business Porting	Charge Per Order	<u>no charge</u>	<u>no charge</u>	<p>Supplemental local service requests ("LSRs") are specified by the North American Numbering Council ("NANC") as part of the standard local number portability ("LNP") process. NANC Inter-Service Provider LNP Operations Flows - Narratives version 2.0a, LNP Working Group (approved July 9, 2003). Supplemental LSRs should therefore be considered part of the overall LNP system adopted by the FCC and covered by its cost recovery rules. Citizens has agreed there are no charges for an initial porting order submitted by Charter Fiberlink. However, after Charter Fiberlink places a porting order, if Charter Fiberlink then needs to cancel the porting order or change the porting order (e.g., to establish a new due date), then Citizens asserts that it is entitled to assess a supplemental LSR charge. Citizens regularly creates the need for such supplemental LSRs because of its failure to timely return a firm order confirmation ("FOC") to Charter Fiberlink. See Issue No. 2.</p> <p>Charter Fiberlink does not purchase switching ports and is not reselling Citizens' services. Charter Fiberlink also is not requesting that Citizens perform a "query-service." Thus, under the FCC's rules, Citizens may not assess any porting charges on Charter Fiberlink.</p> <p>In several orders implementing 47 U.S.C. § 251(e)(2) shortly after enactment of the Telecommunications Act of 1996, the FCC held that carriers</p>	<p>General Terms and Conditions:</p> <p>6.12 <i>Service Date Modifications/ Carrier Not Ready. Either Party may request a change in due date at least 24 hours prior to the originally scheduled due date. Supplemental charges will apply when a request for a new due date is received after the LSR has been confirmed via firm order commitment (FOC). Supplemental order charges are listed in Attachment 7. Pricing. Alternate workforce is required when an increase in the complexity of the service order results in a higher per hour rate. If the new service date is changed to an earlier date, then expedited order charges will apply. If the request for modification to the service date occurs within twenty-four (24) hours of the scheduled due date, the requesting Party will be subject to charges for work and labor-related expenses already completed. If the due date change is requested due to a class of service change, additional and/or alternate workforce may be required and associated charges will apply. These charges will apply on a per occurrence basis.</i></p> <p>Attachment 7 (Pricing):</p> <p>1.4 Supplemental PON Charges</p> <p>1.4.1 A supplement is any new iteration of a local service request.</p> <p>Supplement # 1</p> <p>Cancel - Indicates that the pending order is to be canceled in its entirety.</p> <p>Charge - <i>\$14.38</i></p> <p>Supplement # 2</p> <p>New desired due date - Indicates that the pending order requires only a change of desired due date.</p> <p>Supplement # 3</p> <p>Other - Any other change to the request.</p> <p>Supp 2 &amp; 3 Charges are as follows:</p> <table><tr><td>Order Type</td><td>Residence Resale</td><td>Business Resale</td><td>Residence Porting</td><td>Business Porting</td><td>Business ULL/UNE</td></tr><tr><td>Charge Per Order</td><td><i>\$11.01</i></td><td><i>\$17.83</i></td><td><i>\$11.01</i></td><td><i>\$17.83</i></td><td><i>\$14.34</i></td></tr></table> <p><i>*Expedite Charge will be applied (\$35.20 per telephone number) for any Portings stopped on the DD &amp; subsequently reapportioned with a new Due Date.</i></p>	Order Type	Residence Resale	Business Resale	Residence Porting	Business Porting	Business ULL/UNE	Charge Per Order	<i>\$11.01</i>	<i>\$17.83</i>	<i>\$11.01</i>	<i>\$17.83</i>	<i>\$14.34</i>	<p>The supplemental charges recover Citizens' cost of disconnect order that it must place in its system (in the case of a cancellation) or Citizens' cost of rescheduling the retail disconnect order (in the case of a new desired due date).</p> <p>Citizens has advised that it will not agree to delete the supplemental charges, but that it would agree to add a provision waiving all supplemental charges for a particular Charter Fiberlink order if Citizens fails to return a FOC for that order within twenty-four (24) hours. See Issue No. 2.</p>
Order Type	Residence Porting	Business Porting																						
Charge Per Order	<u>no charge</u>	<u>no charge</u>																						
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EXHIBIT "B" MATRIX OF UNRESOLVED ISSUES					Citizens' Position	
Issue No.	Issue(s)	Section(s)	Charter Fiberlink's Language	Charter Fiberlink's Position	Citizens' Language	Citizens' Position
				<p>are required to recover their costs of implementing LNP through tariffed end-user charges. <i>See Telephone Number Portability</i>, Third Report and Order (the "Cost Recovery Order"), 13 FCC Rcd 11701 (1998), <i>aff'd</i>, <i>Telephone Number Portability</i>, Memorandum Opinion and Order on Reconsideration and Order on Application for Review (the "Cost Recovery Reconsideration Order"), 17 FCC Rcd 2578 (2002). <i>See also Telephone Number Portability Cost Classification Proceeding</i>, Memorandum Opinion and Order, 13 FCC Rcd 24495 (CCB 1998). In these orders the FCC determined that recovery by ILECs through end-user charges of carrier-specific costs directly related to providing number portability best serves the statutory goal of competitive neutrality. <i>Cost Recovery Order</i>, at ¶¶ 8, 39 and 135. Accordingly, the FCC promulgated its current rule, codified at 47 CFR § 52.33, entitled "Recovery of carrier-specific costs directly related to providing long-term number portability." The rule states that ILECs may recover their carrier-specific costs directly related to providing long-term number portability by establishing in tariffs filed with the FCC, certain charges over a five (5) year term assessed against end users. <i>See</i> 47 CFR § 52.33(a)(1)(i) &amp; (a)(3).</p> <p>Rule 52.33(a)(1)(i) allows ILECs to assess charges on carriers that purchase switching ports as UNEs or resell the ILECs' local services. In addition, the number portability</p>		

EXHIBIT "B" MATRIX OF UNRESOLVED ISSUES					
Issue No.	Issue(s)	Section(s)	Charter Fiberlink's Language	Charter Fiberlink's Position	Citizens' Language
2	Concurrence Charges (Porting). Whether an old service provider may impose on a new service provider the cost of manual concurrence coordination caused by the old service provider's failure to complete the telephone number porting process in the intervals established under federal law?	Attachment 7 (Pricing) § 1.5.3	<p>1.5.3 Concurrence</p> <p>The CLEC is responsible to create subscription versions in the NPAC prior to the 18-hour window. In the event that the CLEC does not create the subscription version(s) within the prescribed time frame, the CLEC is responsible to notify Frontier during regular business hours of the need to concur. Failure to do so may result in a delayed porting.</p> <p>NON-RECURRING</p> <p><u>No charges</u></p>	<p>"query-service" charge described in 47 CFR § 52.33(a)(2) may be assessed against carriers. No other recovery from carriers is authorized by the rule for number portability charges. See Cost Recovery Reconsideration Order, ¶ 62.</p> <p>The current industry agreed porting interval for wireline service is four (4) days for simple ports. There is a two (2) stage porting process -- the Confirmation Interval (which currently takes up to twenty-four (24) hours for ports involving wireline carriers), and the Activation Interval (which currently takes up to three (3) business days for ports involving wireline carriers). The Confirmation Interval involves intercarrier communications for the exchange of (a) the LSR by the new service provider to the current (i.e., "old") service provider, and (b) the FOC between the old service provider and the new service provider. During this process, the new service provider and old service provider exchange information and agree on a due date to port the telephone number. <i>In the Matter of Telephone Number Portability</i>, CC Docket No. 95-116, Second Notice of Proposed Rulemaking (September 16, 2004); <i>NANC Report and Recommendation on Intermodal Porting Intervals</i>, Prepared for the NANC by the Intermodal Porting Interval Issue Management Group (dated May 3, 2004) ("NANC Report").</p> <p>The NANC Report can be located at: <a href="http://www.nanc-chair.org/docs/novg">http://www.nanc-chair.org/docs/novg</a></p>	<p>1.5.3 Concurrence Charge</p> <p>The CLEC is responsible to create subscription versions in the NPAC prior to the 18-hour window. In the event that the CLEC does not create the subscription version(s) within the prescribed time frame, the CLEC is responsible to notify Frontier during regular business hours of the need to concur. Failure to do so may result in a delayed porting. <i>A concurrence charge is applied for each telephone number needing concurrence.</i></p> <p>NONRECURRING</p> <p><i>Residence \$11.01</i></p> <p><i>Business \$17.83</i></p> <p>Citizens has advised that it will not agree to delete the concurrence charges, but that Citizens would agree to add a provision waiving all concurrence charges for a particular Charter Fiberlink order if Citizens fails to return a FOC for that order within twenty-four (24) hours.</p>

EXHIBIT "B"					
MATRIX OF UNRESOLVED ISSUES					
Issue No.	Issue(s)	Section(s)	Charter Fiberlink's Language	Charter Fiberlink's Position	Citizens' Language
				<p>May04 Internal_Porting_Report.doc</p> <p>Per current FCC rules the FOC is to be returned within twenty-four (24) hours, with porting to take place within three (3) business days thereafter. Until Charter Fiberlink receives the FOC, Charter Fiberlink cannot send to the National Portability Administration Council ("NPAC") a "create message" with the correct subscription version and thus start the "Initial Concurrence" (9 hours) and "Final Concurrence" (9 hours) timer processes. Until Charter Fiberlink receives the FOC, Charter Fiberlink also lacks confirmation that Citizens understands and acknowledges that the end user will be porting his or her telephone number to Charter Fiberlink.</p> <p>Citizens, however, regularly returns the FOC in an untimely manner (i.e., three (3) to six (6) days via manual processing), or does not return the FOC at all. Because Citizens is not returning FOCs timely or not returning FOCs at all with respect to certain orders, there is insufficient time for Charter Fiberlink to create a subscription in the NPAC eighteen (18) hours before the end of the Activation Interval. This means that Charter Fiberlink cannot satisfy the requirements for Auto Concurrence with respect to such orders. Consequently, Charter Fiberlink must request manual concurrence from Citizens for such orders.</p> <p>These problems have been occurring since the third quarter of 2007.</p>	

EXHIBIT "B" MATRIX OF UNRESOLVED ISSUES				
Issue No.	Issue(s)	Section(s)	Charter Fiberlink's Language	Charter Fiberlink's Position
3	Whether the due date of a billing party's invoices should be extended if the billing party fails to deliver its invoice to the billed party in a timely manner?	General Terms and Conditions § 24.2	24.2 ... When delivery of a bill to a receiving Party has been delayed by, or not received within, three (3) business days after the invoice date, the due date will be extended by the number of days the bill was delayed, upon request of the receiving Party.	Citizens sends some billing statements by ordinary first class mail. Citizens' present contract language places the burden of uncertain or delayed mail delivery solely on Charter Fiberlink. If delivery of an invoice to a billed party is delayed for three (3) or more business days following the invoice date, Charter Fiberlink believes that the billed party should be entitled to request an adjustment or extension of the billing due date for a period equal to the delay to allow the billed party sufficient time to review the invoice prior to submitting payment or providing notice of a dispute.
4	Whether the Agreement should allow a billed party to dispute a previously paid amount within one (1) year after the due date of the invoice to which the dispute pertains?	General Terms and Conditions §§ 24.3.1, 24.5	24.3.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party Billed (the Billed Party) may withhold payment of the disputed amount, provided that within sixty (60) days of its receipt of the invoice containing such a disputed amount the Billed Party gives written notice to the Billing Party of the amount it disputes ("Disputed Amounts") and includes in such notice the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party. <u>The Billed Party shall provide written notice to the Billing Party of any dispute concerning any billed amount that the Billed Party has already paid within twelve (12) months after the due date of the invoice to which such dispute pertains.</u>  24.5 Neither Party shall bill the other Party for charges incurred under this Agreement more than twelve (12) months after the service is provided to the Billed Party, nor shall either Party submit billing disputes or requests for billing adjustments with respect to previously paid amounts under this Agreement more than twelve (12) months after the due date of the invoice to which such dispute or adjustment pertains. This subsection does not apply to services ordered under and provided pursuant to either Party's tariffs.	24.3.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party Billed (the Billed Party) shall within sixty (60) days of its receipt of the invoice containing such a disputed amount give written notice to the Billing Party of the amount it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party.  24.5 Neither Party shall bill the other Party for charges incurred under this Agreement more than twelve (12) months after the service is provided to the Billed Party. This subsection does not apply to services ordered under and provided pursuant to either Party's tariffs.
5	Whether the Agreement should require Citizens to provide Charter Fiberlink with access to E911	Attachment 1 (Interconnection) § 1.4.5; Attachment 7 (Pricing)	Attachment 1 (Interconnection):  1.4.5 Connecting Carrier's switch to the applicable E911 routers. If Carrier purchases such services from Frontier, subject to Carrier's election, they will be provided either (i) at full applicable tariff rates, or (ii) at the fixed rates and subject to the term specified in Attachment 7-Exhibit B. For all 911/E911 traffic originating from Carrier, it is the responsibility of Carrier and the appropriate state or local public safety answering agency to negotiate the manner in which	Citizens has advised that it is still determining the term pricing arrangements for 911 trunks that would be included at Exhibit B to

EXHIBIT "B"					
MATRIX OF UNRESOLVED ISSUES					
Issue No.	Issue(s)	Section(s)	Charter Fiberlink's Language	Charter Fiberlink's Position	Citizens' Language
	trunks at cost-based rates?	Exhibit B	negotiate the manner in which 911/E911 traffic from Carrier will be processed.	term (i.e., 1 year, 2 year, 3 year or longer) pricing arrangement that would be described on Exhibit B to Attachment 7. Citizens, however, has failed to provide any term-based pricing to Charter Fiberlink for its review and consideration.	911/E911 traffic from Carrier will be processed.
					Attachment 7.

**EXHIBIT C**

**INTERCONNECTION AGREEMENT**

~~This draft does not include the revisions sent to Frontier by Charter on 1-23-08.~~

**AGREEMENT FOR  
LOCAL INTERCONNECTION**

between

**Citizens Telecommunications Company of Tennessee LLC DBA Frontier  
Communications of Tennessee LLC**

and

~~Charter Fiberlink~~ ~~\_\_\_\_\_~~ ~~- Tennessee, LLC~~

~~[NOTE: Same ICA Form to be Used With Charter Fiberlink, LLC and Citizens  
Telecommunications Company of Minnesota, LLC / Frontier Communications of  
Minnesota, Inc.]~~

Dated: ~~October~~ , 200~~8~~7

## AGREEMENT FOR LOCAL INTERCONNECTION

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ATTACHMENT 1 – INTERCONNECTION

ATTACHMENT 2 – ANCILLARY SERVICES

ATTACHMENT 3 – INTENTIONALLY LEFT BLANKCOLLOCATION

ATTACHMENT 4 – LOCAL NUMBER PORTABILITY

ATTACHMENT 5 – INTENTIONALLY LEFT BLANKUNBUNDLED NETWORK

#### ELEMENTS

ATTACHMENT 6 – INTENTIONALLY LEFT BLANKRESALE OF LOCAL SERVICES

ATTACHMENT 7 - PRICING



## AGREEMENT FOR LOCAL INTERCONNECTION

This Agreement For Local Interconnection ("Agreement") made this \_\_\_\_ day of \_\_\_\_\_, 2008~~7~~, is by and between Citizens Telecommunications Company of Tennessee LLC dba Frontier Communications of Tennessee LLC, a limited liability company, having its principal place of business at 180 South Clinton Avenue, Rochester, New York 14646 ("Frontier") and \_\_\_\_\_, Charter Fiberlink – Tennessee, LLC, a \_\_\_\_\_ corporation Delaware limited liability company, having its principal place of business at \_\_\_\_\_, 12405 Powerscourt Drive, \_\_\_\_\_, St. Louis, \_\_\_\_\_ MO \_\_\_\_\_ 63131 ("Carrier"). Frontier and Carrier may also be referred to herein singularly as a "Party" or collectively as "the Parties". ~~OK~~

### SECTION 1. RECITALS AND PRINCIPLES

Frontier is a telecommunications company authorized to provide telecommunications services in the State of Tennessee; and

Carrier is a telecommunications company authorized by the Commission to provide local exchange telecommunications services in the State of Tennessee; and

The Parties have in good faith negotiated, and agreed on local Interconnection 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 Frontier hereby covenant and agree as follows:

### SECTION 2. GENERAL 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 Services is a service that connects interexchange carriers to their End Users located within a local access and transport area (LATA). Access service is used in originating and terminating intraLATA/interLATA toll telecommunications.
- 2.2. 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 requested for Interconnection. ~~OK~~
- 2.3. Act means the Telecommunications Communications Act of 1934, as amended from time to time. ~~OK~~
- 2.4. Automatic Number Identification (ANI) refers to the number transmitted through the network identifying the calling party.
- 2.5. CLLI Codes means Common Language Location Identifier Codes
- 2.6. Commission means the governing state regulatory commission, board or authority (PSC, PUC, etc.) Tennessee Regulatory Authority. ~~OK~~

2.7. Competitive Local Exchange Carrier (CLEC) means a ~~telephone company~~ telecommunications carrier certified by the Commission, ~~for Frontier's franchised area,~~ to provide local exchange service within Frontier's franchised area, and which has a Local Exchange Carrier Tariff approved by the Commission. [REDACTED]

2.8. DS1 is a digital signal rate of 1.544 Megabits per second ("Mbps").

2.9. DS3 is a digital signal rate of 44.736 Mbps.

2.10 End User means the ultimate user or consumer of the telecommunications services being sold or resold by either Party.

2.11 End User Location means the physical location of the premises where an End User makes use of the telecommunications services.

2.12 End User Customer Of Record means the entity responsible for placing orders or requests for service; requesting additions, rearrangements, maintenance or discontinuance of service, and making payment in full of charges incurred such as toll, directory assistance, etc. [need further explanation] find and compare in agreement Charter says they do not think they are End User but co-carrier. (In 5.1 below) ok [REDACTED]

2.13 Enhanced Services shall refer to mean services, offered over common carrier transmission facilities, which employ computer processing applications that act on the format, content, code, protocol or similar aspects of the subscriber's transmitted information; provide the subscriber additional, different, or restructured information; or involve subscriber interaction with stored information. ~~In addition and w~~ Without limiting the foregoing, internet, information services, voicemail, and so-called "chat line" services are Enhanced Services, ~~of which the voice or TDM component both originates and terminates within the local calling area as defined by Citizens tariffs. If the voice or TDM component does not both originate and terminate within such local calling area, the traffic shall not be covered by this Agreement and shall be subject to interstate or intrastate access tariffs depending on the geographic points of voice or TDM origination and termination.~~

[under review with Frontier] G.S. - if modem bank is toll call from calling party [where call is converted] may be able to retreat as this is a B&K agreement. If the call is local its local. (OK GS subject to adding locally dialed.) We will need to add proposal of locally dialed. [Charter Agrees to "locally dialed" in Secs. 4.2 & 4.2.1 of Interconnection Attachment] [REDACTED]

2.14 Exchange Message Interface (EMI) is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, sample, settlement and study data. EMI format is contained in ATIS/OBF-EMI-016, an Alliance of Telecommunications Industry Solutions (ATIS) document, which defines industry standards for exchange message records. [REDACTED]

2.15 Interconnection in this Agreement is as defined in the Act.

2.16 Internet Service Provider (ISP) Bound Traffic means traffic delivered by a local exchange carrier, indirectly or directly, to a provider of Internet Services, ~~of which the voice or TDM component both originates and terminates within the local calling area as defined by Citizens tariffs. If the voice or TDM component does not both originate and terminate within such local calling area, the traffic shall not be covered by this Agreement and shall be subject to interstate or intrastate access tariffs depending on the geographic points of voice or TDM origination and termination.~~ Frontier] (OK GS) [REDACTED]

2.17 Local Exchange Routing Guide (LERG) is a Telcordia reference document used by carriers to identify NPA-NXX routing and homing information as well as network element and equipment designations.

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2.18 Local Traffic shall refer to calls originated by one Party's End Users and terminated to the other Party's End Users within the local exchange area or extended area service toll free calling area as defined in Frontier's tariffs. As clarification of this definition and for purposes of Reciprocal Compensation, Local Traffic will include Internet Protocol-enabled, real time, multi-directional voice calls only if they terminate to an End-User that is physically located in the same exchange, or in another exchange that is part of the same mandatory local calling area, as the exchange in which the originating End User is physically located. Local calls must be actually originated by and actually terminated to parties physically located within the same local calling area regardless of the NXX assigned to the calling and called parties.

(OK GS)[Under review with Frontier/VOIP Services]GS says they feel we are on the same page but need to be clear that local is local even if it is VOIP technology. Need to be sure lang is clear to this effect for adoption concerns. Charter good in defining this as local, if it does not meet the local definition it will be charged access. [REDACTED]

2.19 Local Service Provider Guide (the "Guide") means the document provided to Carrier by Frontier, included by reference herein, which outlines the process and procedures for ordering and maintaining carrier services. This document may be updated from time to time by Frontier. Notwithstanding any provision in this Agreement to the contrary, [this document is to be used as reference only and is not a part of this agreement. [New Charter Revision] [REDACTED]

2.20 Network Interface Device (NID) is a device that connects the inside wire at the End User Location to a telephone network.

2.21 Point of Interconnection (POI) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging Local Traffic.

2.22 Reciprocal Compensation is as described in the Act. [REDACTED]

2.23 Transit Service is the delivery of certain traffic between Carrier and a third party ILEC, CLEC or CMRS provider by Frontier over a separate trunk group between Carrier and Frontier where appropriate trunks exist between Carrier and third party through Frontier's tandem. The following traffic types will be delivered: (i) Local Traffic originated from Carrier to such third-party and (ii) Local Traffic originated from such third-party to Frontier's tandem and terminated to Carrier.

2.24 A Wire Center is the location of one or more local switching systems, a point at which End Users' loops converge.

2.25 VNXX Traffic means calls between two telephone numbers associated with rate center(s) in the same Local Calling Area where one or both of the End Users to whom such telephone numbers are assigned does not have a physical presence in the rate center with which such End User's telephone number is associated. VNXX Traffic is not Local Traffic. VNXX Traffic includes traditional FX traffic. [2-25 —VNXX Traffic will need to remain in agreement] (remove OK GS)we will wait for Charter on this, he may respond. [FR Agreed 1/30/08] [REDACTED]

2.25 — VNXX Traffic The Parties will not pay reciprocal compensation on traffic, including Information Access Traffic, when the traffic does not originate and terminate within the same Frontier Local Calling Area, regardless of the calling and called NPA-NXXs and, specifically, regardless whether an End User Customer is assigned an NPA-NXX associated with a rate center that is different from the rate center where the End User Customer is physically located. This traffic is also known as "VNXX traffic." Frontier's agreement to the terms in this paragraph is without waiver or prejudice to Frontier's position is that it has never agreed to exchange VNXX traffic with Carrier.

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### SECTION 3. DEPOSIT and ADVANCE PAYMENT REQUIREMENTS

3.1 Frontier may, in order to safeguard its interest, require Carrier to make a deposit to be held by Frontier as a guarantee of the payment of rates and charges, unless satisfactory credit has already been established. Any such deposit may be held during the continuance of the service as security for the payment of any and all amounts accruing for the service. A deposit will be returned with interest, at the Commission prescribed deposit rate, if and when Carrier pays its undisputed bills on time for 24~~twelve~~ (12) consecutive months. (OK) [REDACTED]

3.2 Such deposit may not exceed two (2) months' estimated billing.

3.3 The fact that a deposit has been made in no way relieves Carrier from complying with Frontier's regulations as to advance payments and the prompt payment of bills on presentation nor, does it constitute a waiver or modification of the regular practices of Frontier providing for provisions of this Agreement permitting the suspension or discontinuance of service for non-payment of any sums due Frontier. {please clarify} (OK) [REDACTED]

3.4 Frontier reserves the right to increase the deposit requirements when the ~~in its sole judgment, the conditions justify such action; such conditions include but are not limited to: current deposit does not cover two (2) months billing, history of late payment, or reconnection after disconnection for non-payment, or a significant probability of a bankruptcy filing by Carrier.~~ (OK) [REDACTED]

3.5 In the event that Carrier defaults on its account, service to Carrier will be terminated and any deposits held will be applied to its account.

### SECTION 4. CARRIER ACCOUNT SET UP

4.1 If it has not previously done so, Carrier must provide the appropriate Frontier representative the necessary documentation to enable Frontier to establish a master account for Carrier. Such documentation will include a completed Carrier Master Account Questionnaire, proof of authority to provide telecommunications services within Frontier territory, proof that any and all tariffs lawfully required by the Commission are on file and have received any required Commission approval, proof that tariffs are on file and approved by the applicable Commission, and a tax exemption certificate, if applicable. Frontier will have no obligation to begin taking orders for service until after the necessary documents have been provided to Frontier, and the necessary deposit requirements are met. {Orig lang needs to stay} (OK GS) CHArter [FR Agreed 1/30/08] [REDACTED]

### SECTION 5. SERVICE TO END USER

5.1 Carrier will be the End User Customer of Record for all services purchased from Frontier. Except as otherwise specified herein, Frontier will only take orders from, bill and expect payment from Carrier for all services. Carrier will be Frontier's single point of contact for all services purchased pursuant to this Agreement. (GSOK) [REDACTED]

5.2 Frontier will continue to bill the End User for any services that the End User specifies it wishes to receive directly from Frontier.

5.3 Frontier maintains the right to actively market and serve directly any End User within Frontier's serving area. Frontier will continue to directly market its own telecommunications products and services and in doing so may establish independent relationships with End Users of Carrier.

5.4 Service is furnished subject to the condition that it will not be used for any unlawful purpose. Frontier may refuse to provide service to Carrier when it has reasonable grounds to believe that service will be used in violation of the law.

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5.5 Service will be discontinued by Frontier if any law enforcement agency advises that the service is being used in violation of the law.

5.6 Frontier may refuse to provide service to Carrier when it has reasonable grounds to believe that if service will materially jeopardize the reliability or efficiency of Frontier's network or materially interferes with or prevents other persons from using their service, or otherwise materially impairs the quality of service to other carriers or to End Users. [REDACTED]

5.7 Carrier will be the single point of contact with Frontier for all subsequent ordering activity resulting in additions or changes to services except that Frontier will accept a request directly from the End User for conversion of the End User's service from Carrier to Frontier or will accept a request from another Carrier for conversion of the End User's service from the Carrier to the other Carrier. [REDACTED]

5.8 It will be the responsibility of each partyFrontier to program and update its own switches and network systems to recognize and route traffic to each partyCarrier's assigned NXX codes at all times. Neither PartyFrontier will not impose fees or charges on the other PartyCarrier for such required programming and updating activities. Each PartyFrontier shall complete the programming of its switches and network systems to route traffic to Carrier's assigned NXX codes within industry standard intervalsforty-eight hours afterof receiving a LERG update relating to any such code. If a Party has failed to so program and update its switches and network systems with such industry standard intervals, such Party shall do so within forty-eight (48) hours after receiving a request from the other Party. [New Charter Revision] [Frontier does not agree] the last sentence we can not promise we can get this done. There may be an LRN that we do not have connection to. What we are finding are carriers that are opening codes and giving us an LRN behind a lata tandem that may be 100 miles from us. We may only have toll route to Bell tandem. Charter to look at last sentence again with Charter. [REDACTED]

## **SECTION 6. COORDINATION OF TRANSFER OF SERVICE (EXCLUDING RESALE)**

6.1 Coordination of Transfer of Service. To serve the public interest of End Users, the Parties agree that, when an End User transfers service from one Party to the other Party, it is necessary for the Parties to coordinate the timing for disconnection from one Party and connection with the other Party so that transferring End Users are not without service for any extended period of time. Other coordinated activities associated with transfer of service will be coordinated between the Parties to ensure quality services to the public.

6.2 Procedures for Coordinated Transfer of Service Activities. The Parties agree to establish mutually acceptable, reasonable, and efficient transfer of service procedures that utilize the industry standard LSR format for the exchange of necessary information for coordination of service transfers between the Parties. Frontier may describe some of these procedures in its Guide. Reference to Frontier Guide is for convenience of the Parties and is not intended to be a part of or to affect the meaning of this Agreement, including, but not limited to, provisions with respect to implementation of the cooperative coordination of transfer of service activities described herein. If any provision contained in this Agreement and the Guide cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this Agreement shall apply. [REDACTED]

~~6.3 Intentionally Deleted. 6.3 Coordinated Transfer of Service Activities. There will be no premium charges between the Parties or compensation provided by one Party to the other Party for the coordinated transfer of service activities between the hours of 8:00 a.m. and 5:00 p.m. Monday – Friday excluding holidays. Frontier Either Party may charge Carrier the other Party for the coordinated transfer of service activities scheduled outside of the specified hours at the other Party's request in accordance with at the rates provided in Frontier's such Party's tariff. Frontier charges for all services provided after normal business hours are set forth in Attachment 7 – Exhibit B. [REDACTED]~~

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6.4 Letter of Authorization. Each Party is responsible for obtaining a Letter of Authorization (LOA) from each End User initiating transfer of service from one Party to the other Party if necessary. The Party obtaining the LOA from the End User will furnish it to the other Party upon request. The Party obtaining the LOA is required to maintain the original document, for a minimum of twenty-four (24) months from the date of signature in accordance with applicable legal or regulatory requirements. If there is a conflict between an End User and Carrier a Party regarding the disconnection or provision of services, Frontier the other Party will honor the latest dated Letter of Authorization, but, If the End User's service has not been disconnected and services have not yet been established, Carrier the Party subject to the End User dispute will in any event be responsible to pay the any applicable service order charge for any order it has placed. [OK] If the End User's service has been disconnected and the End User's service is to be restored with Frontier, Carrier will be responsible to pay the applicable nonrecurring charges as set forth in Frontier applicable tariff to restore the End User's prior service with Frontier. [OK]

6.5 Transfer of Service Announcement. Where an End User changes service from one Party to the other Party and the End User does not retain his or her original telephone number, the Party formerly providing service to the End User will, upon request from the Party to which the End User is transferring service, provide a transfer of service announcement, where transfer of service announcement capability is available, on the vacated telephone number. This announcement will provide details regarding the new number that must be dialed to reach this End User. The service announcement will be provided, where available, by the Party formerly providing service to the extent requested by the other Party and at the price specified in Attachment 7 - Exhibit B the applicable Frontier tariff. Transfer of Service Announcement. Where an End User changes service from one Party to the other Party and the End User does not retain his or her original telephone number, the Party formerly providing service to the End User will provide a transfer of service announcement, where transfer of service announcement capability is available, on the vacated telephone number. This announcement will provide details regarding the new number that must be dialed to reach this End User. The service announcement will be provided, where available, by the Party formerly providing service to the extent and at the price specified in the applicable Frontier tariff. [Intentionally Omitted] [Frontier does not agree] Charter to find out if they do this. We feel it is a service to go both ways. [Restore and find pricing in Frontier Tariff. (Should be under customized announcements)] [OK Closed]


6.6 Disconnect and Transfer of Service Announcement Coordination for Service Transfers with Change of Number. When an End User changes service from one Party to the other Party and the End User does not retain his or her original telephone number, the Party from which the End User is transferring will honor requests for disconnection and service announcement initiation, where available, from the Party to which the End User is transferring. If the Party to which the End User is transferring service requests disconnection and service announcement initiation from the other Party, The Party to which the End User is transferring service will provide to the other Party the End User's name, address, current telephone number, new telephone number, and date service should be transferred using the industry standard LSR format. The Party from which the End User is transferring will coordinate with the other Party the disconnection and service announcement initiation to coincide with the service transfer request date. The service announcement where available will be provided on the vacant number upon disconnect coinciding with the service transfer date, in accordance with Section 6.5. The Parties agree that the installation date will precede the disconnection date. [Intentionally Omitted] [Frontier does not agree] Charter does not feel they need this. [OK Closed]

6.7 Disconnect and Coordination of Number Portability for Service Transfers without Change of Number. When an End User changes service from one Party to the other Party and the End User retains his or her original telephone number(s), the Party from which the End User is transferring will honor requests for disconnection and local number portability, where available, from the Party to which the End User is transferring. The Party to which the End User is transferring will provide the other Party the End User's name, address, current telephone number, and the Location Routing Number (LRN) for LNP, and

the date service should be transferred using the industry standard LSR format. With LNP, the Parties will coordinate the disconnection, the connection, and number portability activities in accordance with the North American Numbering Council (NANC) flows.

6.8 Combined Transfer of Service Requests. Each Party will accept transfer of service requests from the other Party for one End User that includes multiple requests for transfers where the End User will retain one or more telephone numbers.

6.9 Bulk Requests for Transfer of Service. From time to time, either Party may benefit from the transfer of service for groups. The Parties agree to process bulk transfer of service requests for End Users having the same billing account number.

6.10 Access to the Network Interface Device (NID). Each Party will allow the other Party access to the End User side of the NID consistent with FCC rules. The Party to which the End User is transferring service may move all inside wire from the other Party's existing NID to one provided by the Party to which the End User is transferring service. Where a NID is of the type which provides for End User access to one side of the NID, the Party to which the End User is transferring service may elect to remove the inside wire at the connection(s) within the End User side of the NID. Where a NID is of an older type not allowing access to the End User side of the NID, the Party to which the End User is transferring service ~~must~~ may make a clean cut of the inside wire at the closest point to the NID. If Carrier so cuts the inside wire, Carrier will exercise reasonable efforts to make such cut at the closest point to the NID. When Carrier is connecting a Carrier-provided loop to the inside wiring of an End User's premises through the End User side of the Frontier NID, Carrier does not need to submit a request to Frontier, and Frontier shall not charge Carrier for access to the Frontier NID. [FR Agreed 1/30/08] 

6.11 Expedited Order Charge. Expedited order requests will be accepted where reasonable and practical but will be assessed an expedited order charge. The expedited order charges are listed in Attachment 7, Pricing.

6.12 Intentionally Deleted Service Date Modifications/ Carrier Not Ready. ~~Carrier Either Party may request a change in due date at least 24 hours prior to the originally scheduled due date. Supplemental charges will apply when a request for a new due date is received after the LSR has been confirmed via firm order commitment (FOC). Supplemental order charges are listed in Attachment 7, Pricing. Alternate workforce is required when an increase in the complexity of the service order results in a higher per hour rate. If the new service date is changed to an earlier date, then expedited order charges will apply. If the request for modification to the service date occurs within twenty four (24) hours of the scheduled due date, Carrier the requesting Party will be subject to charges for work and labor related expenses already completed. If the due date change is requested due to a class of service change, additional and/or alternate workforce may be required and associated charges will apply. These charges will apply on a per-occurrence basis. [OPEN to Frontier]~~

## SECTION 7. AUDIT

7.1 Subject to the terms and conditions of this Section, and the reasonable security requirements of each Party and except as may be otherwise specifically provided in this Agreement, each Party (the "Auditing Party") may audit the other Party's (the "Audited Party") books, records and other documents that relate solely to the Parties' billing to the other Party under this Agreement and to the identification of traffic subject to this Agreement, once each year at the conclusion of each calendar year, in order to evaluate the accuracy of such other Party's billing and invoicing. The Parties may employ other persons or firms for this purpose. Such audits shall take place at a time and place agreed to by the Parties no later than thirty (30) days after notice thereof to such other Party.

7.2 Each Audited Party shall use reasonable efforts to promptly correct any billing error that is revealed in an audit, including reimbursing any overpayment in the form of a credit to the Auditing Party

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on the invoice for the first full billing cycle after the Parties have agreed upon the accuracy of the audit results. Any disputes concerning audit results shall be resolved pursuant to the Dispute Resolution Section of the General Terms and Conditions of this Agreement.

7.3 Each Audited Party shall cooperate fully in any such audit, providing reasonable access to any such auditors, providing reasonable access to any and all appropriate employees and relevant books, records and other documents reasonably necessary to assess the accuracy of its bills.

7.4 Each Auditing Party may perform a single additional audit of the Audited Party's relevant books, records and documents during any calendar year if the previous audit uncovered incorrect net variances or errors in invoices in favor of the Audited Party having an aggregate value of no less than five percent (5%) of the total amount payable by the Auditing Party during the period covered by the audit.

7.5 All audits shall be conducted at the sole cost and expense of the Auditing Party.

7.6 Upon (i) the discovery by either Party of the overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, each Party shall promptly reimburse to the Party thereto the amount of any overpayment together with interest thereon at a rate of 0.5% per month.

## **SECTION 8. 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. In the event that the Parties are unable to resolve a default or other dispute, the Parties ~~shall then may~~ submit the matter to the Commission or another mutually agreed upon mediator for non-binding mediation. If the Parties do not agree to mediate the dispute or if mediation is unsuccessful, recourse may be had by either Party to the Commission, (if it has jurisdiction over the breach or dispute) or to any appropriate court having jurisdiction over the Parties and the dispute. Unless otherwise ordered in accordance with law by the Commission or a court as part of the relief awarded, each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described except to the extent that otherwise applicable procedures may permit either Party to seek reimbursement of any or all such costs as part of the relief awarded; this Agreement is not intended to create or waive any such reimbursement rights. [FR Agreed 1/30/08][Frontier does not agree] We think each party should be responsible for their expenses. Charter says they feel they can seek recovery they do not want to give this up. They do not want to create a right.

~~The parties do not intend to create rights to cover cost simple avoid waiving their rights. [OK]~~

## **SECTION 9. 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:

9.1 Fire, explosion, flood, earthquake, hurricane, cyclone, tornado, storm, epidemic, breakdown of plant or power failure;

9.2 War, revolution, civil commotion, acts of public enemies, terrorism, blockade or embargo;

9.3 Any law, order, proclamation, regulation, ordinance, demand or requirement of any government or any subdivision, authority, or representative of any such government;

9.4 Labor difficulties, such as strikes, picketing or boycotts;

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9.5 Delays caused by other service or equipment vendors;

9.6 Any other circumstance beyond the reasonable control of the Party affected;

then the Party affected, upon giving 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 reasonable 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.

## SECTION 10. REGULATORY APPROVALS

10.1 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.

10.2 The Parties acknowledge that the respective rights and obligations of each Party as set forth in this Agreement are based on the texts of the Act and the orders, rules and regulations promulgated thereunder by the FCC, the Commission and relevant decisions and orders of courts as of the date of this Agreement ("Applicable Rules"). In the event of any amendment of the Act, any effective legislative action, or any final, effective regulatory or judicial order, rule, regulation, arbitration award, dispute resolution procedures under this Agreement or other final legal action purporting to apply the provisions of the Act to the Parties or in which the court, FCC or the Commission makes a generic determination that is generally applicable which substantially revises, modifies or reverses the Applicable Rules, in the event that any effective legislative, regulatory, judicial or other legal action materially changes any rule, law or judicial or administrative decision that was the basis of the requirement, obligation or right upon which any provision of this Agreement was negotiated, or materially impairs the ability of Frontier or Carrier to perform any material terms of this Agreement, Carrier or Frontier may, on thirty (30) days' written notice require that the affected terms of this Agreement such terms be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. 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 or changes the intent of any provision of this Agreement, 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. In the event the Parties cannot agree on an amendment within thirty-sixty (360) days from the date any such rules, regulations or orders become effective of such request for renegotiation, then the Parties shall resolve their dispute under the applicable procedures set forth in the Dispute Resolution Section of this Agreement. {Original language will need to stay} Charter feels to narrow and can not live with 30 days time frame – Charter to look at this again. GS ok with 60 days. [Frontier Agreed to Charter Proposal, as modified to add the word "substantially". Charter corrected a typo - changing "Effective Date" to "date of this Agreement"] [REDACTED]

As per 2/1 email to Charter - Assuming we can agree to the location of the POI we would like to add substantially to the paragraph. [REDACTED]

10.3 The Parties acknowledge that terms of this Agreement were established pursuant to FCC and Commission orders. Nothing in this Agreement shall be deemed an admission by the Parties regarding the interpretation or effect of these rules or orders or an admission by either party that the existing rules or order shall not be changed, vacated dismissed or modified.

10.4 The Parties jointly agree to cooperate in the filing of this Interconnection Agreement, and share equally the expenses associated with obtaining Commission approval. If the Commission assesses any filing fee or requires the provision or publication of notices related to such approval, the Parties shall share the cost of such filing fee or notices equally.[ok] [REDACTED]


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## **SECTION 11. ENTIRE AGREEMENT**


This Agreement, including the Attachments hereto, 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. [ok] 


## **SECTION 12. TERM OF AGREEMENT**

12.1 This Agreement will become effective upon ~~the first business day following the date this Agreement has been approved by the Commission~~ execution of the Agreement by both parties and will continue for a period of ~~one (1) three (3) years~~ unless terminated earlier under the conditions set forth herein. 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 ninety (90) day's prior, written notification of, in the case of Frontier, its intent to terminate this Agreement, or, in the case of either Party, its desire to renegotiate at the end of the initial or any successive renewal period. If Carrier does not respond to Frontier's written notification of the intent to terminate the Agreement prior to the expiration of the Agreement term, the Agreement will terminate and not renew at the end of the Agreement term. Either Party may send a request to renegotiate this Agreement upon its termination and the Parties intend that the negotiation and arbitration processes of the Act will be applicable to such a request. The date of the notice to negotiate a successor agreement will be the starting point for the negotiation window under Section 252 of the Act. The Parties will continue to operate pursuant to the provisions of this Agreement pending the negotiation or arbitration of a successor agreement, but 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. [ok] 

12.2 Upon termination or expiration of this Agreement each Party shall promptly pay all amounts (including any late payment charges) owed under this Agreement.

## **SECTION 13. INSURANCE**

**13.1 This sSection 13 (including all subparts) will only apply if Carrier orders collocationes with Frontier/Citizens under this Agreement. (New Charter Revision)** 

13.24 Carrier will carry or cause to be carried the following insurance coverage which will be paid for and maintained at all times during the term of this Agreement. Such coverage will be provided through an insurance provider with an A.M. Best financial rating of "A" or better. Frontier shall be named as an additional insured on all applicable policies as specified below except for Workers' Compensation. [New Charter Revision - Change Section Number Only] 

(i) Commercial General Liability Insurance with a minimum limit of liability of \$2,000,000.00 combined single limit for each occurrence for bodily injury including death, and property damage. Such coverage under the Contractual Liability section will be broad enough to cover the terms and conditions of the Indemnification clause included with this Agreement. Coverage for explosion collapse and underground ("**x, c, u**") will be included.

(ii) Business Automobile Liability Insurance with a minimum limit of liability of \$2,000,000.00 combined single limit for each occurrence for bodily injury, including death, and property damage, covering any automobile used and or operated by, or on behalf of the Carrier on Frontier's Real Property.

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(iii) Workers Compensation Insurance with statutory limits and Employer's Liability Insurance with limits of \$500,000 each accident, \$500,000 disease - each employee, \$500,000 disease - policy limit.

(iv) Excess Liability Insurance with a minimum limit of \$10,000,000. The limit of liability under this insurance may be increased accordingly to satisfy the minimum limit requirements under the Commercial General Liability, Business Automobile Liability and Employer's Liability Insurances.

(v) Property Insurance in an amount sufficient to cover the cost of replacing Carrier's Equipment on Frontier's property or located at or used at Frontier's facility. Such insurance policy will provide that the insurance company will waive all rights of recovery by way of subrogation against Frontier in connection with any damage covered by the policy.

(vi) Upon the commencement of this Agreement and upon renewal of any policy referenced, satisfactory evidence of compliance with such insurance requirements will be issued to the Frontier. The insurance companies referenced on such evidence will give the Licensor at least thirty (30) days advance written notice of any material change to, and/or cancellation of any of the policies referenced in such evidence.

(vii) All insurance must be in effect on or before the occupancy date and shall remain in force as long as Carrier's facilities remain within any spaces governed by this Agreement. If Carrier fails to maintain the coverage, Frontier may pay the premiums thereon and Carrier shall reimburse Frontier for such payments.

(viii) Carrier shall present a certificate of insurance reflecting the coverage specified in 13.2 (i), (ii), (iii), (iv) and (v) ~~6.1.1 (a), (b), (c), (d) and (e)~~ above prior to the commencement of the work called for in the Agreement. Carrier shall arrange for Frontier to receive thirty (30) days advance notice of cancellation from its insurance companies. [New Charter Revision - Corrected Cross Reference] 

(ix) Failure to comply with the provisions of this Section will be deemed a material breach of this Agreement.

#### **SECTION 14. 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 15. WAIVERS**

15.1 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.

15.2 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.

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

#### **SECTION 16. INDEPENDENT CONTRACTORS**

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Each Party agrees that it will perform its obligations hereunder as an independent contractor and not as the agent, employee, or servant of the other Party. Neither Party nor any personnel furnished by such Party will be deemed an employee or agent of the other Party nor be entitled to any benefits available under any plans for such other Party's employees. Each Party will at all times during the term of this Agreement retain full control of the employment, direction, compensation and discharge of all employees as is consistent with and necessary to preserve its independent contractor status. Each Party will be solely responsible for all matters relating to payment of its employees including compliance with social security taxes, withholding taxes, worker's compensation, disability and unemployment insurance, and all other regulations governing such matters.

## SECTION 17. LIMITATION OF LIABILITY

17.1 ~~Except as provided in Section 18 and except with respect to a Party's gross negligence or willful misconduct, each Party's liability to the other Party for any loss, cost, claim, injury, liability or expense relating to or arising out of any act or omission in its performance under this Agreement, whether in contract, warranty, strict liability, or tort, including (without limitation) negligence of any kind, shall be limited to the total amount that is or would have been charged to the other Party by such breaching Party for the service(s) or function(s) not performed or improperly performed.~~ [FR AGREED 1/30/08] [OK]

17.2 EXCEPT AS OTHERWISE PROVIDED IN SECTIONS 17.1, 17.3 OR 18, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT. ~~NOR WILL EITHER PARTY 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. 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. EXCEPT AS PROVIDED IN SECTION 18, 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.~~ [FR Agreed 1/30/08] ~~Will need to keep orig. lang. Utilities generally disclaim and do not want to create liability Charter will consider~~ [OK]

17.3 ~~Except as provided in Section 17.1, No~~ liability shall attach to either Party, its parents, subsidiaries, affiliates, agents, servants or employees for damages arising from errors, mistakes, omissions, interruptions, or delays in the course of establishing, furnishing, rearranging, moving, termination, changing, or providing or failing to provide services or facilities (including the obtaining or furnishing of information with respect thereof or with respect to users of the services or facilities) in the absence of gross negligence or willful misconduct. [FR Agreed 1/30/08] [OK]

## SECTION 18. INDEMNITY [ok] [OK]

18.1 Each Party will each defend, indemnify, and hold harmless the other Party 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. 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 for which the other Party is solely responsible hereunder.~~

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18.2 Each Party will ~~each~~ defend, indemnify, and hold harmless the other Party and/or acquire any license or right for the benefit of the other Party, arising from any claim, demand or proceeding (hereinafter "Claim") by any third party alleging or asserting that the use of any circuit, apparatus, or system, or other facilities, or the use of any software, or the performance of any service or method, or the provision or use of any facilities by either Frontiers or Carrier under this Agreement constitutes direct or contributory infringement, or misuse or misappropriation of any patent, copyright, trademark, trade secret, or any other proprietary or intellectual property right of any third party. Each Party's indemnification obligation will be to the extent of infringement by the indemnifying Party

18.3 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.

18.4 Notwithstanding any other provisions of this Agreement, in the case of claims or loss alleged or incurred by an End User Customer of Carrier ~~a Party~~ arising out of or in connection with services provided to the End User Customer by ~~Carrier's such Party~~, Carrier such Party shall defend and indemnify ~~Frontier the other Party~~ and its officers, directors, employees and agents against any and all such claims or loss by ~~Carrier's such~~ End User Customers.

## SECTION 19. DISCLAIMER OF WARRANTIES ~~[ok] [OK]~~

19.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS), THE PARTIES AGREE THAT ~~FRONTIER-NEITHER PARTY HAS NOT-MADE~~, AND THAT THERE DOES NOT EXISTS, NO-ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY CARRIER ~~EITHER PARTY OF FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED BY FRONTIER-THE OTHER 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.

19.2 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 20. ASSIGNMENT

Any assignment or delegation by either Party to any non-affiliated entity, except a non-affiliated entity acquiring all or substantially all of the assets or equity of a Party, 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, CTC TN Charter Fiberlink ICA (FHH Revised 5-30-08).doc02-05-2008 conf call CTC TN Charter Fiberlink ICA (FHH Revised 2-21-08) (FHH Revised 5-15-08).doc01-23-2008 conf call CTC TN Charter Fiberlink ICA FHH Redline 10-16-07 (5) (FHH Revised 2-5-08)09-13-07 CTC TN Charter Fiberlink ICA CVG Redline 10-15-07.doc02-01-2007

in whole or in part, without the prior written consent of the other Party, which shall not be unreasonably withheld or delayed, shall be void. A Party assigning or delegating this Agreement or any right, obligation, duty or other interest hereunder to an affiliate or to an entity acquiring all or substantially all of the assets or equity of a Party 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. Notwithstanding anything to the contrary in this Section 20, (i) if the assignee is an assignee of Carrier, the assignee must provide evidence of Commission CLEC certification and (ii) if the assignee is an assignee of Frontier, the assignee must provide evidence of Commission incumbent local exchange carrier certification. — A change of control of a Party shall not by itself constitute an assignment of this Agreement. [Frontier does not agree] Charter to think about this. We need to be comfortable the new entity would not be a credit concern and be able to perform under this agreement. Can say approval would not be required if the carrier has an active agreement with us. [OK] [OK]

## **SECTION 21. CONTROLLING LAW**[ok] [OK]

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 Tennessee, without regard to its conflicts of laws principles, shall govern.

## **SECTION 22. SEVERABILITY**

Subject to Section 10, 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 23. NO JOINT VENTURE OR THIRD PARTY BENEFICIARIES**

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

23.2 The provisions of this Agreement are for the benefit of the Parties and not for any other Person. This Agreement will not provide any Person not a Party to this Agreement with any remedy, claim, liability, reimbursement, claim of action, or other right in excess of those existing by reference in this Agreement.

## **SECTION 24. CHARGES AND PAYMENTS**

24.1 In consideration of the services provided by Frontier under this Agreement, Carrier shall pay the charges set forth in this Agreement and in applicable tariffs. In consideration of the services provided by Carrier under this Agreement, Frontier shall pay the charges set forth in this Agreement. To the extent that either Party performs or provides a service that is not described in this Agreement, the applicable charges for such service contained in the performing or providing Party's tariff shall apply. Invoices with charges set forth in this Agreement and in applicable tariffs shall be sent to: [FR Agreed 1/30/08][Frontier does not agree orig lang needs to stay] Charter does not want us to create new charges referencing the tariff. They want to say charges described in this agreement. Charter to propose lang. [OK]

**TO CARRIER**  
(PLEASE ADD INFORMATION HERE)

TO FRONTIER:

Frontier, a Citizens Communications Company  
Attention: Access Validation  
14500 Burnhaven Dr. Suite 193  
Burnsville, MN 55306

24.2 A monthly billing statement with a consistent, regular bill date that will be the same date every month shall be prepared by each Party and will reflect the calculation offer amounts due under this Agreement. All bills dated as set forth above will be due on or before the next bill date ~~thirty (30)~~ forty five (45) days after receipt of the bill date or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due on the last next business day preceding following the Saturday, Sunday or Legal Holiday. When delivery of a bill to a receiving Party has been delayed by, or not received within, three (3) business days after the invoice date, the due date will be extended by the number of days the bill was delayed, upon request of the receiving Party. When a bill has been delayed, the due date will be extended by the number of days the bill was delayed, upon request of the receiving Party. [New Charter Revision]  
[as per tariff and to be consistent with all billing] We need to check with CABS to see if this could be possible to go 45 days. Are we actually billing electronic today?? is a technical problem and will need to stay with 30 days. Charter to consider. [Additional Charter revisions Open to Frontier]

24.3 Billing: The Parties agree that disputed and undisputed amounts due under this Agreement shall be handled as follows:

24.3.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the Billed Party) may withhold payment of the disputed amount, provided that shall within thirty (30) sixty (60) (May be OK GS) days of its receipt of the invoice containing such a disputed amount the Billed Party gives written notice to the Billing Party of the amount it disputes ("Disputed Amounts") and includes in such notice the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party, and shall include a copy of the dispute with the payment of the undisputed amount. The Billed Party shall provide written notice to the Billing Party of any dispute concerning any billed amount that the Billed Party has already paid within twelve (12) months after the due date of the invoice to which such dispute pertains. [Frontier will need copy of dispute] [Additional Charter revisions Open to Frontier]

24.3.2 In the event that a billing dispute is resolved in favor of the Billed Party, any payment of the disputed amount withheld pending settlement of the dispute shall not be subject to the late payment penalty charge. (OK GS) [OK]

24.3.3 In the event that a billing dispute is resolved in favor of the Billing Party, any payments withheld pending settlement of the dispute will be subject to the the a late payment penalty charge set forth in Section 24.3.4, as set forth herein of 1% per month or 12% annually. (\$000292 is amount allowed per day) (Can't change percentage by customer only by state???) [tariff rate is also a systems issue will need to stay per state %] [New Charter Revision] [OK]

24.3.4 Undisputed amounts shall be paid when due as set forth in Section 24.2 above. If any payment or portion thereof is either received by the Billing Party in funds that are not immediately

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available to the Billing Party or not received by the bill due date, a late payment penalty shall be due to the Billing Party. The late payment ~~charge~~penalty shall be 1.5-5% per month or 1882% annually, ~~or the maximum allowed by law, whichever is less, or the maximum allowed by law, whichever is less.~~ [New Charter Revision] ~~OK~~

24.4 Both Parties shall use the Dispute Resolutions procedures as described herein.

24.5 ~~Neither Party shall bill the other Party for charges incurred under this Agreement more than twelve (12) months after the service is provided to the Billed Party, nor shall either Party submit billing disputes or requests for billing adjustments with respect to previously paid amounts under this Agreement more than twelve (12) months after the due date of the invoice to which such dispute or adjustment pertains. This subsection does not apply to services ordered under and provided pursuant to either Party's tariffs.~~ [New Charter Revision] OPEN WITH FRONTIER. [Additional Charter revision Open to Frontier]

## SECTION 25. DEFAULT

25.1 In the event of breach of any material provision of this Agreement by either Party, the non breaching Party shall give the other Party written notice thereof, and:

25.1.1 If such material breach is for non-payment of amounts due hereunder, the breaching Party shall cure such breach within ten (10) days of receiving such notice. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld ~~or set-off~~ shall not be deemed "amounts due hereunder" for the purpose of this provision. Neither Party shall withhold or set off undisputed amounts. ~~OK~~

In addition, if such material breach is for non-payment of amounts due hereunder and such amounts have not been disputed, the non-breaching Party may:

(1) refuse additional applications for any service provided under this Agreement until such amounts have been paid; ~~OK~~

(2) refuse to complete any pending orders for additional services until such amounts have been paidany time thereafter, and/or; ~~OK~~

(3) on thirty (30) days' written notice by overnight delivery or certified U.S. mail, with a copy to the Commission, to the person designated to receive such notice, discontinue the provision of existing services until such amounts have been paidat any time thereafter. ~~OK~~

25.1.2 If the non-breaching Party does not refuse additional applications for additional services, and the non-payment continues, nothing contained herein shall preclude the non-breaching Party from refusing additional applications for services without further notice. If the non-breaching Party discontinues provision of the additional services, all applicable charges, including termination charges, shall become due. ~~If the non-breaching Party does not discontinue the provision of services on the date specified in the thirty (30) days notice, and the nonpayment continues, nothing contained herein shall preclude the non-breaching Party from discontinuing the provision of services without further notice.~~

~~(last sent ok to delete – not first GS)ok~~ ~~OK~~

25.1.3 ~~Frontier reserves the right to refuse an application for additional services made by any entity that owns or is substantially owned, directly or indirectly, by or is under common control with, Carrier, so long as Carrier or any such entity is indebted to Frontier for services previously furnished, until the indebtedness is satisfied. In the event that services are provided to Carrier or~~

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~~an entity that owns or is substantially owned, directly or indirectly, by or is under common control with, Carrier, such services may be terminated by Frontier unless Carrier satisfies the indebtedness owing to Frontier within thirty (30) days after written notification. Such notification shall be made by certified U. S. mail to the person designated by Carrier to receive such notices. [Intentionally Omitted][OK to drop by Frontier] [REDACTED]~~

25.1.4 If such material breach is for any failure to perform in accordance with this Agreement, other than for non-payment of amounts due hereunder, or if either Party is otherwise in violation of the law, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach within sixty (60) days of such notice, and if breaching Party does not, the non-breaching Party may, at its sole option, terminate this Agreement. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach.

## **SECTION 26. CONFIDENTIALITY AND PUBLICITY**

26.1 ~~All p~~Proprietary or confidential information (“Proprietary Information”~~as described in Section 26.2~~) disclosed by either Party during the negotiations and the term of this Agreement will be protected by ~~both Parties~~ the other Party in accordance with the terms provided herein. [REDACTED]

26.2 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. Notwithstanding the foregoing, information concerning either Party’s network and information that would constitute customer proprietary network information of either Party’s end user customers pursuant to applicable law, as well as recorded usage or traffic information with respect to either Party’s end user customers, whether disclosed by either Party to the other Party or otherwise acquired by either Party in the course of performance under this Agreement shall be deemed to be the Proprietary Information of such Party as a Disclosing Party. As used in this Agreement, the term “Proprietary Information” will mean written, recorded, machine readable or other information provided in tangible form to one Party by the other Party regarding the above referenced subject matter and which is marked proprietary or confidential with the appropriate owner corporation name, e.g., “Frontier Proprietary”. Information disclosed orally will not be considered proprietary unless such information is reduced to writing by the disclosing Party and a copy is delivered to the other Party within thirty (30) business days after such oral disclosure. The writing will also state the place, date and person(s) to whom disclosure was made. [REDACTED]

26.3 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 pursuant to subpoena or other process issued by a court or governmental authority in the exercise of its lawful authority following written notice to the Disclosing Party prior to disclosing such Proprietary Information, unless such prior written notice is otherwise prohibited by such court or governmental authority in the exercise of its lawful authority. Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of three (3) years from  
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the date of disclosure unless the Parties agree to modify this Agreement to provide for a different nondisclosure period for specific materials. Neither Party will be liable for inadvertent or accidental disclosure of Proprietary Information of the other Party provided that: [Open to Frontier] ~~[REDACTED]~~

~~26.4 — Each Party's obligation to maintain the confidentiality of the other Party's Proprietary Information shall expire three (3) years after expiration or termination of this Agreement in the case of Proprietary Information that does not constitute a trade secret under applicable law but shall continue in effect for Proprietary Information constituting a trade secret for as long as such Proprietary Information is a trade secret of the Disclosing Party. Nothing in the foregoing sentence shall affect either Party's obligations pursuant to 47 U.S.C. § 222. [Orig 26.4 will need to be restored by FRONTIER] charter TO LOOK AT THIS. 26.3.1 — each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance, and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;~~

~~26.3.2 — it limits access to such Proprietary Information to its employees and agents who are directly involved in the consideration of the Proprietary Information and informs its employees and agents who have access to such Proprietary Information of its duty not to disclose; and~~

~~26.3.3 — upon discovery of any such inadvertent disclosure of Proprietary Information, it will endeavor to prevent any further inadvertent disclosure.~~

~~26.4 — Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:~~

~~26.4.1 — is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or~~

~~26.4.2 — was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure; or~~

~~26.4.3 — was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party; or~~

~~26.4.4 — is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or~~

~~26.4.5 — is approved for release by written authorization of the disclosing Party; or~~

~~26.4.6 — is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law; or~~

~~26.4.7 — is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights.~~

~~This section to remain open as both parties will look at this. Use Charter 26.4~~

~~26.4 — Each Party's obligation to maintain the confidentiality of the other Party's Proprietary Information shall expire three (3) years after expiration or termination of this Agreement. Nothing in the foregoing sentence shall affect either Party's obligations pursuant to 47 U.S.C. § 222. [New Charter Revision] ~~[REDACTED]~~ Information will not be deemed proprietary and the receiving Party will have no obligation with respect to any such information which:~~

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~~26.4.1 is or becomes publicly known through no wrongful act, fault or negligence of the receiving Party; or~~

~~26.4.2 was known by the receiving Party or by any other affiliate or subsidiary of the receiving Party prior to disclosure, or is at any time developed by the receiving Party independently of any such disclosure; or~~

~~26.4.3 was disclosed to the receiving Party by a third party who was free of obligations of confidentiality to the disclosing Party; or~~

~~26.4.4 is disclosed or used by the receiving Party, not less than three (3) years following its initial disclosure or such other nondisclosure period as may be agreed in writing by the Parties; or~~

~~26.4.5 is approved for release by written authorization of the disclosing Party; or~~

~~26.4.6 is disclosed pursuant to a requirement or request of a governmental agency or disclosure is required by operation of law; or~~

~~26.4.7 is furnished to a third party by the disclosing Party without a similar restriction on the third party's rights.~~


26.5 Since either Party may choose not to use or announce any services, products or marketing techniques relating to these discussions or information gained or exchanged during the discussions, both Parties acknowledge that one is not responsible or liable for any business decisions made by the other in reliance upon any disclosures made during any meeting between the Parties or in reliance on any results of the discussions. The furnishing of Proprietary Information to one Party by the other Party will not obligate either Party to enter into any further agreement or negotiation with the other.

26.6 Nothing contained in this Agreement will be construed as granting to one Party a license, either express or implied, under any patent, copyright, or trademark, now or hereafter owned, obtained, controlled, or which is or may be licensable by the other Party.

26.7 All publicity regarding this Agreement and its Attachments is subject to the Parties' prior written consent.

26.8 Unless otherwise agreed upon, neither Party will publish or use the other Party's name, language, pictures, or symbols from which the other Party's name may be reasonably inferred or implied in any advertising, promotion, or any other publicity matter relating directly or indirectly to this Agreement.

## **SECTION 27. NO RIGHTS TO THIRD PARTIES**

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

## **SECTION 28. 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 29. 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.

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### SECTION 30. NOTICES

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given (1) when made in writing and delivered in person or (2) three days after such notice is deposited in the United States mail, certified mail, postage prepaid, return receipt requested, or (3) delivered by prepaid overnight express mail, and addressed as follows:~~[New Charter Revision]~~~~[Frontier does not agree. RECEIPT OF NOTICE IS SO HARD TO PROVE. Charter to look at this.]~~~~Charter to add any option for 3 day extension. [X]~~

TO CARRIER:  
Carrier

TO FRONTIER:

Frontier, a Citizens Communications Company  
Attn: Kim Czack, Director, Carrier Services  
180 South Clinton Avenue  
Rochester, NY 14646  
Tel. No. 585-777-7124

AND

Frontier, a Citizens Communications Company  
Attn: Associate General Counsel  
180 S. Clinton Ave, 7<sup>th</sup> Floor  
Rochester, NY 14646

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.

Charter Fiberlink – Tennessee, LLC [X]

Citizens Telecommunications Company of  
Tennessee :LLC dba Frontier Communications  
of Tennessee LLC

By: \_\_\_\_\_

By: \_\_\_\_\_

Typed: \_\_\_\_\_  
White \_\_\_\_\_

Typed: Chris EldredgeMelinda

Title: \_\_\_\_\_  
VP, Carrier Sales and Services

Title: SVP, COMMERCIAL SALES & MKTG

Date: \_\_\_\_\_

Date: \_\_\_\_\_

# **ATTACHMENT 1**

## **INTERCONNECTION**

## **ATTACHMENT 1 – INTERCONNECTION**

The Parties hereto, agree to interconnect their facilities and networks for the transport of Local Traffic as follows:

### **SECTION 1. Interconnection Trunking Arrangements**

1.1 The Parties will interconnect their networks as specified in the terms and conditions contained in this Attachment herein. As of the date of this Agreement, the Parties have established the following POIs for direct interconnection between their respective networks:

[List Existing POIs] See Attachment 7 – Exhibit A

The POIs set forth in Attachment 7 - A) above (or as established in accordance with Section 1.2) in this Attachment, may be modified from time to time by either Party with the written consent of the other Party, which consent will not be unreasonably withheld or delayed. Except where the Parties exchange traffic indirectly through another carrier as provided in Section 1.12, Carrier will agree to establish each one POI at a technically feasible point on Frontier's network in a LATA. In order to establish direct Interconnection, a POI is required may be established at one or more of the following locations: [Frontier will not agree/POI must in on our network.]

- a) POI at the Frontier local tandem office where available which will provide switched Interconnection to Frontier End Users served by subtending host and remote offices.
- b) POI at the Frontier Host Office, which will provide switched Interconnection to Frontier's End Users' served by that host office and subtending remote offices.
- a) POI at a point on Frontier's network, in the case of a Fiber Meet Point arrangement as described in Section 1.13. [Do not agree] [New Charter Revision] [OK]

1.2 In order for Carrier to establish a POI, a request will need to be submitted using the POI Request Form located at www.frontieronline.com. If the Parties are unable to agree upon a POI within sixty (60) days after Carrier has submitted a request to Frontier, then either Party may petition the Commission to resolve any disagreement regarding the requested POI. The Parties agree that such a petition may be filed with the Commission as an application to arbitrate pursuant to Section 252 of the Act, without the necessity of the Parties undertaking any further negotiations. [New Charter Revision] [OK]

1.3 Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI. Notwithstanding the foregoing, should Frontier be required to modify its network due to a non-industry standard method of interconnection requested by Carrier, Frontier may assess upon Carrier reasonable charges to accommodate such method of interconnection; provided, however, if a method of interconnection requested by Carrier is technically feasible based upon facilities in Frontier's network at the time such method of interconnection is requested by Carrier, then Frontier may not assess any of such charges upon Carrier to accommodate such method of interconnection, however, should Frontier be required to modify its network to accommodate the Interconnection request made by Carrier, Carrier agrees to pay Frontier reasonable charges for such modifications. If Carrier uses a third party network to reach the POI, Carrier will bear all third party Carrier charges for facilities and traffic in both directions on its side of the POI. If Carrier purchases interconnection trunks from Frontier for the exchange of Local Traffic (including ISP-Bound Traffic) with Frontier, the facilities for such trunks shall be ordered by Carrier from Frontier's applicable access tariff, provided, however, that Frontier shall apply a discount of fifty percent (50%) to any such trunks or facilities so ordered by Carrier. -If Carrier leases CTC TN Charter Fiberlink ICA (FHH Revised 5-30-08).doc02-05-2008 conf call CTC TN Charter Fiberlink ICA (FHH Revised 2-21-08) (FHH Revised 5-15-08).doc01-23-2008 conf call CTC TN Charter Fiberlink ICA - FHH Redline 10-16-07 (5) (FHH Revised 2-5-08)09-13-07 CTC TN Charter Fiberlink ICA - CVG Redline 10-15-07.doc02-01-2007 Generic ICA Final.doc

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~~facilities from Frontier to reach the POI, Frontier shall provide such facilities at TELRIC rates. If the facilities are there the POI could be where Charter hits our Facilities if the facilities aren't there Telric does not apply. (will need to keep deleted part of sentence and will not agree to added sentence.)~~

1.4 Carrier will be responsible for establishing separate trunk groups for:

1.4.1 Local Traffic including ISP Bound Traffic and locally-dialed Enhanced Services traffic.

1.4.2 Access Services to enable Interexchange Carriers to originate and terminate traffic from/to Carrier or for Carrier and Frontier to exchange traffic other than Local Traffic, if applicable.

1.4.3 Transit Service traffic when connected to a Frontier tandem.

1.4.4 Carrier's services, if any, as an interexchange service provider are subject to Frontier's access tariffs.

1.4.5 Connecting Carrier's switch to the applicable E911 routers. If Carrier purchases such services from Frontier, subject to Carrier's election, they will be provided either (i) at full applicable tariff rates, or (ii) at the fixed rates and subject to the term specified in Attachment 7-Exhibit B, full applicable tariff rates-TELRIC rates. [original lang needs to remain] For all 911/E911 traffic originating from Carrier, it is the responsibility of Carrier and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from Carrier will be processed. [pricing for exhibit needs to be provided by Frontier]

1.5 The Parties mutually agree that all Interconnection facilities will be sized according to mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The Parties further agree that all equipment and technical Interconnections will be in conformance with all generally accepted industry standards with regard to facilities, equipment, and services.

1.6 Interconnection will be provided via two-way trunks, ~~except that Charter Fiberlink reserves the right to use one way trunks in its sole discretion.~~ The only compensation or other responsibility for payment for terminating traffic from the POI onward shall be Reciprocal Compensation, if applicable and/or Transit Service charges where a Frontier tandem is used to reach a third party's network and/or Switched Access charges where Carrier a Party is acting as an Interexchange Carrier. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for Interconnection between the Parties will conform with all generally accepted industry standards with regard to facilities, equipment, and services. All Interconnection facilities and trunking will be ordered using industry standard ASR as referenced in Frontier's Local Service Provider Guide. [Charter Agreed to Deletion 1/30/08]

1.7 Carrier will not expect Frontier's local end office switches to act as a tandem on the Carrier's behalf nor will Frontier expect the Carrier's local end office switches to act as a tandem on Frontier's behalf.

1.8 Except as specifically provided with respect to indirect interconnection, ~~t~~This Agreement is applicable only to Frontier's serving areas. Frontier will not be responsible for Interconnections or contracts relating to any Carrier's Interconnection with any other service provider or telecommunications carrier.



1.9 Except as provided in Section 1.12, if Carrier provides service using an NPA-NXX assigned to a rate center where Frontier provides extended area service and Carrier chooses to indirectly interconnect with Frontier's network by using the tandem switching facilities of a third party, the Parties will cooperate to establish a transiting and/or trunking arrangement for such traffic. If Carrier provides service using an NPA-NXX assigned to a rate center where Frontier provides extended area service or a applicable regulatory authority approved optional calling plan, and Carrier chooses to indirectly interconnect by using the tandem switching facilities of a third party, Frontier will have no obligation to route and rate traffic to Carrier's NPA-NXX as an EAS call or pursuant to an optional calling plan unless Carrier has established a trunking and transiting arrangement for this traffic with Frontier and the other telecommunications carrier(s) utilizing the trunk and providing transiting service for the traffic. [Intentionally Omitted] (Orig lang. will need to remain) [REDACTED]

1.10 If Frontier transmits a telephone call to Carrier's switch that contains any ported numbers, and Frontier has failed to perform a database query to determine if the telephone number associated with the call has been ported to another local exchange carrier, Carrier may block the unqueried call only if performing the database query is likely to impair network reliability; provided, however, that, if Carrier routes the call to such other local exchange carrier, Carrier may assess upon Frontier a charge of \$0.002 for a non-queried call and a charge equal to any transit charges incurred by Carrier in routing such call. If a Carrier End User customer ports a number from Carrier to another carrier and Frontier routes a call to that ported number to Carrier, Carrier will route the call to the new carrier and may assess Frontier a charge not to exceed Frontier's charge for a non-queried call. (Orig lang. will need to remain) \$.002 per non-queried call. [REDACTED]

#### 1.11 Signaling Systems and Administration

1.11.1 The Parties will, where Frontier has the capability, 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. For glare resolution, Frontier will have priority on odd trunk group member circuit identification codes, and carrier will have priority on even trunk group member circuit identification codes, unless otherwise mutually agreed.

#### 1.12 Indirect Interconnection.

1.12.1 Subject to the provisions of this Agreement concerning signaling and the identification of traffic, either Party may deliver Local Traffic (including locally-dialed ISP Bound Traffic and locally-dialed Enhanced Services traffic) indirectly to the other for termination through the switched facilities of any carrier to which both Parties' networks are interconnected directly. Each Party will deliver to the is responsible for establishing an arrangement with the third party tandem provider for the delivery of such Local Traffic originated by that Party. Unless otherwise agreed, the Parties shall exchange all such Local Traffic indirectly through -a third party carrier until the total bi-directional volume of trafficLocal Traffic being exchanged between Carrier'sCharter Fiberlink's network and a Frontier network reaches the centum call seconds equivalent of one DS-1 (i.e., 512 busy hour centum call seconds)exceeds 12240,000 minutes per month for three (3) consecutive months, at which time the Parties will establish direct interconnection for the exchange of Local Traffic (including locally-dialed ISP Bound Traffic and locally-dialed Enhanced Services traffic) between Carrier'sCharter Fiberlink's network and the Frontier network for which

such threshold has been met. Local Traffic exchanged by the Parties indirectly through a transiting carrier shall be subject to the same Reciprocal Compensation, if any, as Local Traffic exchanged through direct interconnection. [Frontier is not interested in indirect traffic at such high levels] [REDACTED]

1.12.2 If after the date of this Agreement, Frontier is assessed transit charges by the third party tandem provider used to transit traffic between the Parties' networks with respect to Local Traffic (including locally-dialed ISP Bound Traffic and locally-dialed Enhanced Services traffic) originated by its End Users and terminated to Carrier's End Users, the Parties agree that this shall represent a material change in which case, Frontier, may by written notice to Carrier, request that this Section 1.12 be renegotiated. If the Parties are unable to agree upon a renegotiated version of Section 1.12, either Party may, as its sole remedy to determine which Party should be responsible for payment of transit charges assessed to Frontier for its originated Local Traffic (including locally-dialed ISP Bound Traffic and locally-dialed Enhanced Services Traffic), submit the issue to the Commission for arbitration. During the pendency of any renegotiation and/or arbitration, neither Party shall discontinue or interrupt the exchange of such Local Traffic or the provision of other services under this Agreement. [REDACTED]

1.13 Fiber Meet. [Under review.] "Fiber Meet" is an interconnection arrangement whereby the Parties mutually agree to physically interconnect their networks via an optical fiber interface at a Fiber Meet point. If the Parties agree to establish a Fiber Meet, they shall jointly engineer and operate the transmission system and work jointly to determine the specific transmission system. Each Party's equipment must be compatible with the other Party's equipment. Unless otherwise agreed, each Party, at its own expense, shall procure, install and maintain the equipment on its side of the Fiber Meet point. Each Party, at its own expense, shall deliver and maintain its fiber strands to the Fiber Meet point. Upon oral or electronic mail request by the other Party, each Party shall allow the other Party access to the Fiber Meet entry point for maintenance purposes as promptly as possible. The Parties shall jointly coordinate and undertake maintenance of the transmission system. Each Party will be responsible, at its own expense, for providing its own transport facilities to the Fiber Meet point. The Parties may establish one or more Fiber Meet points upon mutual agreement. [REDACTED]

1.13.1 Charter Fiberlink may elect to exchange traffic with Frontier at a Fiber Meet Point.

1.13.2 If Charter elects to interconnect with Frontier pursuant to a Fiber Meet, Charter and Frontier shall jointly engineer and operate the transmission system on their side of the Fiber Meet Point. The Parties shall interconnect their transmission and routing of Local Traffic at the DS1 or DS3 Level. The Parties shall work jointly to determine the specific transmission system. Each Party's equipment must be compatible with the other Party's equipment. Each Party, at its own expense, shall procure, install and maintain the equipment on its side of the Fiber Meet Point.

1.13.3 The Parties shall endeavor to designate a point at or near the border of Frontier's network, or some other mutually agreeable point, as a Fiber Meet Point. If the Parties are unable to agree upon the location of a Fiber Meet Point, either Party may invoke the Dispute Resolution process provided for in this Agreement. Frontier shall make all necessary preparations to receive, and to allow and enable Charter to deliver, fiber optic facilities into the Fiber Meet Point with sufficient spare length to reach the fusion splice point at the Fiber Meet Point.

1.13.4 Each Party, at its own expense, shall deliver and maintain its fiber strands to the Fiber Meet Point. Upon oral or electronic mail request by Charter, Frontier shall allow Charter access to the Fiber Meet entry point for maintenance purposes as promptly as possible.

1.13.5 The Parties shall jointly coordinate and undertake maintenance of the fiber transmission system. CTC TN Charter Fiberlink ICA (FHH Revised 5-30-08).doc02-05-2008 conf call CTC TN Charter Fiberlink ICA (FHH Revised 2-21-08) (FHH Revised 5-15-08).doc01-23-2008 conf call CTC TN Charter Fiberlink ICA FHH Redline 10-16-07 (5) (FHH Revised 2-5-08)09-13-07 CTC TN Charter Fiberlink ICA CVG Redline 10-15-07.doc02-01-2007

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1.13.6 Each Party will be responsible, at its own expense, for providing its own transport facilities to the Fiber Meet Point.

## **SECTION 2. Testing and Trouble Responsibilities**

The Parties agree to:

- 2.1 Cooperatively plan and implement coordinated repair procedures for the local Interconnection trunks and facilities to ensure trouble reports are resolved in a timely and appropriate manner.
- 2.2 Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.
- 2.3 Promptly notify each other when there is any change affecting the service requested, including the date service is to be started.
- 2.4 Coordinate and schedule testing activities of their own personnel, and others as applicable, to ensure its Interconnection trunks/trunk groups are installed per the Interconnection order, meet agreed upon acceptance test requirements, and are placed in service by the due date.
- 2.5 Perform sectionalization to determine if a trouble condition is located in its facility or its portion of the Interconnection trunks prior to referring any trouble to each other.
- 2.6 Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day/7 days a week.
- 2.7 Based on the trunking architecture, provide for mutual tests for system assurance for the proper recording of AMA records in each company's switch. These tests are repeatable on demand by either Party upon reasonable notice.
- 2.8 A maintenance service charge applies whenever either Party requests the dispatch of the other Party's personnel for the purpose of performing maintenance activity on the Interconnection trunks, and any of the following conditions exist:
  - 2.8.1 No trouble is found in the Interconnection trunks; or
  - 2.8.2 The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or
  - 2.8.3 Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the Interconnection trunk does not exceed maintenance limits.
  - 2.8.4 If a maintenance service charge has been applied and trouble is subsequently found in the facilities of the Party whose personnel were dispatched, the charge will be canceled.
  - 2.8.5 Billing for maintenance service (as described in this Section 2.8) shall be at the rate set forth in Attachment 7 - Exhibit B, is based on Frontier's each Party's respective tariff. [Frontier will never have maintenance service with carrier] [Charter agreeable to adding a charge to the Agreement based on Frontier's standard maintenance charge. The same charge would apply to both parties. Open to Frontier to propose amount.] See rate in Attachment 7 – Exhibit B [REDACTED]

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### SECTION 3. Interconnection Forecasting.

3.1 Semi-annually Carrier will provide Frontier a one (1) year forecast for expected trunk utilization. Orders for trunks that exceed forecasted quantities for forecasted locations will be accommodated as facilities and/or equipment are available.

3.2 The forecasts will include the number, type and capacity of trunks as well as a description of major network projects anticipated for the following six months. Major network projects include trunking or network rearrangements, shifts in anticipated traffic patterns, or other activities that are reflected by a significant increase or decrease in trunking demand for the following forecast period.

3.3 If a trunk group is under 75 percent of centum call seconds capacity on a monthly average basis for each month of any nine (9) six eighteen (18) [no — 6 months] month period, either Party may issue an order to resize the trunk group, which will be left with not less than 25 percent excess capacity. The grade of service for all final facilities between Frontier's central office and Carrier's will be engineered to achieve P.01 grade of service. [New Charter Revision] [REDACTED]

### SECTION 4. Reciprocal Compensation for the Transport and Termination of Interchanged Traffic.

4.1 The Parties agree to exchange ISP Bound Local Traffic on a bill and keep basis between the Parties such that neither Party owes the other Party any compensation for the origination, transport or termination of such traffic. 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 Frontier 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 between Frontier and any such other party. [REDACTED]

4.1.1 Neither Party expects to terminate material amounts of Local ISP Bound Traffic to the other Party, and to the extent the Parties terminate Local ISP Bound Traffic they expect the volume of Local ISP Bound Traffic each Party terminates to be comparable, thereby justifying the use of combined trunks for Local Traffic and ISP Bound Traffic under Attachment 1, Section 1.4. As such it will not be possible to identify Local ISP Bound Traffic and the Parties will reciprocally compensate each other using bill and keep. The preceding sentence applies only to the exchange of traffic between the Parties hereto, and a separate determination of what ISP Bound Traffic was exchanged between Frontier 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 between Frontier and any such other party. [REDACTED]

4.2 The Parties will exchange locally dialed Enhanced Services traffic other than ISP-Bound Traffic on a bill and keep basis.

4.2.1 The fact that locally dialed ISP Bound Enhanced Services Traffic and de minimus amounts of Local ISP Bound 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 under Section 1 of this Attachment 1, Access Services traffic, wireless traffic, and Transit Service traffic. [Charter Agreed to "locally dialed"] [REDACTED]

4.3 All other Traffic (including VNXX Traffic), regardless of the protocols used in connection with such traffic, other than ISP Bound Traffic, Local Traffic, locally dialed Enhanced Services Traffic, 911 traffic

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and Transit Service traffic, shall be terminated to a Party subject to that Party's tariffed access charges.  
~~[Frontier addition]~~ [REDACTED]

**SECTION 5. Transit Service**

5.1 Carrier shall compensate Frontier for Transit Service as follows:

Carrier shall pay Frontier a Transit Service charge as set forth in Attachment 7, Pricing for Transit Service originated by Carrier to any third party carrier, ~~or terminated to Carrier from a third-party Incumbent Local Exchange Carrier.~~ [REDACTED]

5.1.1 Each Party acknowledges that Frontier does not have any responsibility to pay any charges for termination of any transit traffic originating from a non-Party's network.

# **ATTACHMENT 2**

## **ANCILLARY SERVICES**

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## **ATTACHMENT 2 ANCILLARY SERVICES**

### **SECTION 1. DIRECTORY LISTINGS AND DISTRIBUTION SERVICES**

1.1 Carrier agrees to provide to Frontier or its publisher, as specified by Frontier, all subscriber list information (including additions, changes and deletions) for Carrier's End Users and those of any resellers of Carrier services, located within Frontier's operating areas. It is the responsibility of the Carrier to submit directory listings in the prescribed manner to Frontier prior to the directory listing publication cut-off date, which is posted at [www.frontieronline.com](http://www.frontieronline.com) under Carrier Services then Directory Services.

1.2 Frontier will include Carrier's End User primary listings in the appropriate sections of its telephone directories (residence and business listings). Listings of Carrier's End Users will be inter-filed with listings of Frontier's End Users and the End Users of other LECs, in the local section of Frontier's directories.

1.3 Carrier will identify any of these subscribers that are "non-published" End Users. Carrier will provide Frontier with the directory information for all its End Users in the format specified in the Frontier Local Service Provider Guide. Subscriber list information will include the End User's name, address, telephone number, appropriate classified heading and all other pertinent data elements as requested by Frontier including ACNA/CIC or CLCC/OCN, as appropriate with each order, to enable Frontier the ability to identify listing ownership. Carrier will provide all subscriber listings at no charge to Frontier or its publisher.

1.4 Carrier's End Users standard primary listing information in the telephone directories will be provided at no charge.

1.5 Carrier is responsible for all listing questions and contacts with its End Users including but not limited to queries, complaints, account maintenance, privacy requirements and services. Carrier will provide Frontier with appropriate internal contact information to fulfill these requirements.

1.6 Frontier will accord Carrier directory listing information the same level of confidentiality, which Frontier accords its own directory listing information. ~~Carrier grants Frontier full authority to shall~~ provide Carrier subscriber listings, excluding non-published telephone numbers, to other directory publishers and will indemnify Frontier and its publisher from and against any liability resulting from the provisioning of such listings on the same terms that Frontier provides its own directory listings. In exchange for Frontier providing this subscriber list service, Frontier will charge, bill, collect and retain any monies derived from the sale of Carrier listings to other directory publishers. [Open to Frontier; See Indemnity Added to 1.9]

1.7 Frontier will distribute its telephone directories to Carrier's End Users in a manner similar to the way it provides those functions for its own End Users in Frontier's service territory. For Carrier End Users whose listings are not maintained in a Frontier database, Carrier shall provide the information needed for the distribution of listings in book form to such End Users.

1.7.1 Carrier is responsible for sending to Frontier at the posted date an approximate directory count for its End Users for the purpose of ensuring an adequate quantity is printed.

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1.7.2 Carrier is responsible for providing information that includes distribution address and book quantities to Frontier. Frontier will place the same restrictions on the Carrier's End Users as it does for itself when assigning book quantities.

1.8 Carrier will adhere to all practices, standards, and ethical requirements of Frontier with regard to listings, and, by providing Frontier with listing information, warrants to Frontier that Carrier has the right to place such listings on behalf of its End Users. Carrier agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person, to be listed, is authorized and has the right to provide the product or service offered, and to use any personal or corporate name, trade name, or language used in the listing. Carrier shall be solely responsible for knowing and adhering to state laws or rulings regarding listing information and for supplying Frontier with applicable listing information. In addition, Carrier agrees to release, defend, hold harmless and indemnify Frontier from and against any and all claims, losses, damages, suits, or other actions, or any liability whatsoever, suffered, made, instituted, or asserted by any person arising out of Frontier's listing of the information provided by Carrier hereunder. [Open to Frontier: See Indemnity Added to 1.9] [REDACTED]

1.9 Frontier's liability to Carrier in the event of a Frontier error in or omission of a listing will not exceed the amount of charges actually paid by Carrier for such listing. Carrier shall indemnify, defend and hold harmless Frontier from and against any liability resulting from errors or omissions in listing information provided to Frontier by Carrier or the erroneous identification by Carrier of listing information as published, non-published or unlisted. Carrier shall indemnify Frontier against any liability to Carrier's End Users. In addition, Carrier agrees to take, with respect to its own End Users, all reasonable steps to ensure that its' and Frontier's liability to Carrier's End Users in the event of based upon a Frontier error in or omission of a listing will be subject to the extent that Carrier has not, to the extent permitted by law or Commission order, provided in its tariffs and contracts with such End Users that Frontier's liability for such error or omission is subject to the same limitations that Frontier's liability to its own End Users are subject to. [New Charter Revision] [REDACTED]

1.10 Where Frontier is its own 411 provider, Carrier may provide to Frontier its listings for the 411 database. Submission of such data will only be accepted via an electronic interface established between Frontier and Carrier as outlined in the Frontier Guide. Where Frontier utilizes a third party for its own 411 service, Frontier will not accept Carrier listings for the 411 database. Carrier will be required to seek its own independent relationship with a 411 database provider of its choosing.



## ATTACHMENT 3

# INTENTIONALLY LEFT BLANKCOLLOCATION

## **Intentionally Omitted**

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### **ATTACHMENT 3 COLLOCATION**

#### **SECTION 1. DEFINITIONS**

1.1 ~~Space~~ For the purposes of this agreement Space shall refer to either partitioned (caged) or unpartitioned space (cageless), unless specified otherwise and mutually agreed upon. An enclosed secure area, designated by Frontier within a Frontier Central Office, of a size and dimension specified by the Carrier and agreed to by Frontier. Partitioned Space is subject to a minimum size requirement of one hundred (100) square feet of assignable space or such lesser amount agreed to by both parties. Frontier shall design and construct at Carrier's expense, subject to Carrier's pre-approval of the price, a cage or room to establish a clear division between Frontier's and Carrier's area, and for purposes of securing the space for the Carrier's equipment. Un-partitioned space will have a minimum size of one equipment bay, which shall be deemed the equivalent of 15 sq. feet.

1.2 ~~Cable Space~~ Any passage or opening in, on, under, over or through the Central Office cable structure (e.g., electrical metallic tubing, cable vault or alternate splicing chamber, etc.) required to bring cable to the Space.

1.3 ~~Conduit Space~~ Any reinforced passage or opening in, on, under, over or through the ground between the feeder route conduit system ("Manhole "0") and cable vault location capable of containing communications facilities, and includes: cable entrance facilities; main conduit; ducts; inner ducts; gas traps; underground dips such as short sections of conduit under roadway, driveways, parking lots and similar conduit installations that are required to bring the Carrier provided fiber optic feeder cable into the Frontier Central Office.

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~~1.4 — Carrier's Facilities — The telecommunications cables and equipment owned or leased by the Carrier, whether installed by Frontier or the Carrier that are for the sole use of Carrier in connection with equipment installed within its Space.~~

~~1.5 — Design and Construction Work — All work by Frontier, including but not limited to, space design and preparation, the rearrangement of existing facilities, design and construction of Partitioned Space enclosure, design and placement of required support structure or any other activity required to accommodate the installation of Carrier's facilities in the Frontier space(s) covered under this Agreement. Similar work required by Carrier after initial installation solely because of the existence of the Carrier's Facilities shall be referred to as "Additional Design and Construction," and shall be at Carrier's expense, subject to Carrier's pre-approval of the price of the work to be performed.~~

~~1.6 — Cross Connect Fee — A monthly fee charged to Carrier to compensate Frontier for the cable connection from Frontier's facilities to the point of termination for Carrier's collocation facilities.~~

~~1.7 — Manhole — An underground enclosure where conduit(s) are terminated and which provides ready access to conduit system.~~

~~1.8 — Other Carriers — Any person, corporation, or other legal entity other than Carrier herein, to whom Frontier has extended or hereafter shall extend an authorization to occupy its Central Office(s) or conduit system(s).~~

~~1.9 — Post Installation Inspection — The work activities performed to visually observe Carrier's equipment and cable facilities and equipment installation during and shortly after the completion of the installation of such equipment and facilities to determine that all occupancies conform to the standards required by this Agreement as set forth in Frontier's Safety Manual.~~

## **SECTION 2. — USE OF SPACE**

~~2.1 — The sole use of Space by Carrier is to place equipment owned or leased, installed, operated and maintained by Carrier, which interconnects with Frontier facilities for the exchange of Local Traffic or for access to UNEs. — Carrier may not locate its switching equipment in the Space. Carrier may not interconnect equipment or facilities in its Space with equipment or facilities within another Carrier's Space without the specific written consent of Frontier which permission shall not be unreasonably withheld. Any violation of this paragraph shall be deemed a material breach of this Agreement.~~

~~2.2 — A Carrier may provide or make available to any third party space within the Carrier's Partitioned Space only upon prior written notice to Frontier and only if Carrier remains ultimately responsible for any such third party action and the third party Carrier enters into applicable agreements, including a collocation agreement with Frontier which will be substantially similar to this Agreement but without charge for physical real estate space within Carrier's Partitioned Space. Any violation of this paragraph shall be deemed a material breach of this Agreement.~~

~~2.3 — Carrier may place in Space the equipment which meets the standards specified in Frontier's Safety Manual, or compliant with NEBS standards (which ever holds the higher standard). In addition, Carrier, as specified in Frontier's Safety Manual, is also permitted to place in Partitioned Space ancillary equipment such as cross-connect frames, as well as storage cabinets and work surfaces (e.g., tables). To help ensure the availability of sufficient space for all Carriers, Carrier may order for office communications within the Space from Frontier, business message rate service under Frontier's CTC TN Charter Fiberlink ICA (FHH Revised 5-30-08).doc02-06-2008 conf call CTC TN Charter Fiberlink ICA (FHH Revised 2-21-08) (FHH Revised 5-15-08).doc01-23-2008 conf call CTC TN Charter Fiberlink ICA — FHH Redline 10-16-07 (6) (FHH Revised 2-5-08)09-13-07 CTC TN Charter Fiberlink ICA — CVG Redline 10-15-07.doc02-01-2007~~

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applicable tariffs. Carrier will provide, install and maintain in Space any repeaters, which may be necessary as a result of the physical distance between Space and the Central Office terminations of Frontier facilities and services. Carrier's equipment and installation of Carrier's equipment must comply with all applicable Federal, State, and Local environmental, health and safety requirements (hereafter "EHS requirements"), as well as Frontier's Policies and Practices relating to fire, safety, health, environmental, and network safeguards as set forth in Frontier's Safety Manual. Carrier agrees its equipment and installation activities will not materially impact Frontier's services or facilities. Carrier shall bear all cost of modifying and maintaining its equipment and the Space as required to comply with the EHS requirements, and policies and practices set forth in Frontier's Safety Manual.

### **SECTION 3. OCCUPANCY**

3.1 — Occupancy for all spaces will be granted upon completion of the Design and Construction Work including "cut down" of Frontier Cabling at the Point of Termination based on the requested DS-3, DS-1, and voice grade Interconnections identified by Carrier in the applicable Application for Collocation (Exhibit B). Frontier will provide occupancy of the space(s) at each affected Central Office on time as specified in the specific Collocation Schedule for that particular Central Office. However, if Frontier fails, for any reason beyond its reasonable control, to provide occupancy of the space(s) at the specified time(s), Frontier shall not be liable to Carrier for such delay. In the event that Frontier is delayed in providing occupancy to Carrier for any reason other than the acts or omissions of Carrier, Carrier shall not be obliged to pay the license, power or house service fees for such space(s) under this Agreement until the date Frontier provides occupancy to Carrier. Except for Force Majeure events or the acts or omissions of Carrier, in the event of delay in Frontier's provision of the Space continues for sixty (60) days after the time set forth in the Collocation Schedule, Carrier shall have the option of canceling such collocation request. Carrier shall pay Frontier, charges it has incurred in preparing Carrier's Space up to the point of cancellation.

3.2 — Frontier shall have the right, for good cause shown, upon a minimum of four (4) months notice, to reclaim any Space, Cable Space or Conduit Space, if necessary, in order to fulfill its obligations under the applicable law to provide telecommunications services to its End Users. In the event of such reclamation, Frontier shall use its best efforts to provide Carrier with alternative space if feasible. In the event of a dispute under this Agreement, the dispute shall be resolved per the Dispute Resolution Section outlined in the General Terms and Conditions. Provided Carrier has brought such dispute in good faith, Frontier shall take no action to remove Carrier before resolution of the dispute.

3.3 — Frontier shall have the right to terminate this Agreement at any time with respect to any Space and associated Cable or Conduit Space(s) where the Central Office premises becomes the subject of a taking by eminent authority having such power. Frontier shall notify Carrier that a taking by eminent domain of Frontier premises may occur or is contemplated for those facilities where Carrier has an interest under this Agreement. Frontier shall also provide Carrier with written notice of the outcome of such eminent domain procedure and identify the schedule by which Carrier must proceed to have Carrier's equipment or property removed from the Space(s) and associated Cable, and Conduit Space. Carrier shall have no claim against Frontier for any relocation expenses, any part of any award that may be made for such taking or value of any unexpired initial term or Renewal Periods that results from a termination by Frontier under this provision, or any loss of business from full or partial interruption or interference due to any termination. However, nothing herein shall be construed as preventing Carrier from making its own claim against the eminent authority ordering the taking of the Central Office premises.

3.4 — Carrier may terminate this Agreement as to any Space or portion thereof; Partitioned Space must be relinquished in (20) square foot increments and Cageless Space must be relinquished in one bay increments. Cable and Conduit Space, D.C. Power and Emergency A.C. Power described in Exhibit A CTC TN Charter Fiberlink ICA (FHH Revised 5-30-08).doc02-05-2008 conf call CTC TN Charter Fiberlink ICA (FHH Revised 2-21-08) (FHH Revised 5-15-08).doc01-23-2008 conf call CTC TN Charter Fiberlink ICA FHH Redline 10-16-07 (6) (FHH Revised 2-5-08)09-13-07 CTC TN Charter Fiberlink ICA CVG Redline 10-16-07.doc02-01-2007

may be reduced or relinquished by giving ninety (90) days prior written notice to Frontier. However, any remaining Partitioned Space licensed under this Agreement may not be less than one hundred (100) square feet, unless a lesser amount was originally occupied or agreed to by both parties. Any remaining Cageless Space licensed under this agreement, must be no less than one bay. Carrier is responsible for the costs of such partial termination.

3.5 The term of the occupancy of the collocated space will coincide with the term of this Agreement.

#### **SECTION 4. PROCEDURES**

4.1 Application for Occupancy Carrier shall complete a written application for occupancy of any Space, Cable Space or Conduit Space (Exhibit B).

4.1.1 Carrier must provide Frontier, along with completed applications described above, an appropriate and applicable application fee for each Central Office Space requested. This amount will be charged against the price set forth in the applicable collocation schedules in Exhibit A for administration, engineering, design and construction related to a Carrier application (the "Price"). Frontier will process applications for occupancy on a first come, first served basis as determined through the receipt of the application fee. Upon receipt of Carrier's first application fees, Frontier will make available to Carrier any Frontier-specific documentation required as indicated.

4.2 Pre Construction Survey and Design and Construction

4.2.1 Frontier will conduct a Pre Construction Survey for each Carrier request for Space, Cable Space, Conduit Space and power for which occupancy is requested to determine the availability of such spaces to accommodate Carrier's facilities. In determining the availability of power and space in Frontier's conduit system and Central Office(s), Frontier will consider, and give preference to, its reasonable present and foreseeable needs for such power and space in order to fulfill its obligations to provide its tariffed services to its End Users.

4.2.2 Frontier will notify Carrier whether or not the request can be met. If space in the Central Office at issue is available, Frontier will provide to Carrier a Collocation Schedule (Exhibit A).

4.2.3 Carrier shall have thirty (30) calendar days from the receipt of a Collocation Schedule to pay the total amount of the Price. The Estimated Interval for Turnover of Space(s) (Exhibit A) will run from the payment by Carrier of the Price.

4.2.4 Frontier shall design and construct at Carrier's expense, subject to Carrier's pre-approval of the Price as set forth on the applicable Collocation Schedule (Attachments A), a cage or room space, as applicable, to establish a clear division between Frontier's or another Carrier's area and Carrier's area, and for purposes of securing the space for the Carrier's equipment. Frontier reserves the right to partition its equipment at its own expense from Carrier's Space.

4.2.5 Frontier shall designate all spaces to be occupied by Carrier's Facilities under this Agreement.

4.2.6 In the event Frontier determines that Frontier's or any other entity's cable facilities in Conduit Space or Cable Space or Frontier's Central Office equipment need rearrangement to accommodate the facilities of Carrier, Frontier will include these costs in the Price. Reasonable efforts will be made to minimize the cost of such rearrangements. Carrier agrees to meet with Frontier on an as needed basis to review the Design and Construction Work plans and schedules for the Space, and installation of Carrier's equipment within its Space.

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#### 4.3 Acceptance and Turnover of Space(s)

- ~~4.3.1 Frontier will notify Carrier in writing of the completion of the Design and Construction Work.~~
- ~~4.3.2 Prior to beginning installation work or occupancy, Carrier must sign the Design and Construction Completion Notice applicable to the Frontier Central Office at issue indicating acceptance of the Design and Construction Work as specified in each Collocation Schedule. Carrier access to the Spaces will be provided only after the execution of the Design and Construction Completion Notice.~~
- ~~4.3.3 Carrier is responsible for procuring all cables from Manhole "0" to the Space, including fiber optic cable into the Central Office cable vault, and within cable support structures between the cable vault and the Space.~~

#### 4.4 Temporary Staging Area

- ~~4.4.1 Frontier commits to providing Carrier with access to temporary staging areas and other Central Office building facilities necessary for delivery, installation, replacement or removal work for equipment and facilities located or to be located within Carrier's Space provided such access does not unreasonably interfere with Frontier's operations. Before beginning any such activity, Carrier agrees to obtain Frontier's written approval of its proposed work scheduling in order to coordinate use of all necessary temporary staging areas and other building facilities. Frontier may request additional information before granting approval and may require minor scheduling changes. Frontier's approval of scheduling will not unreasonably delay work and its approval for the use of temporary staging areas and other building facilities by Carrier will not be unreasonably withheld.~~
- ~~4.4.2 During any use of Frontier's facilities by Carrier, its employees, agents or contractors, Carrier is responsible for protecting Frontier's equipment, facilities and personnel within the staging areas and along the staging route. Carrier will use its best efforts to store equipment and materials within Space when work is not in progress (e.g., overnight). Interim storage of equipment and materials overnight will be permitted in the staging area(s) with Frontier's prior written consent. However, Carrier shall bear all risk of loss for Carrier's equipment and materials whether stored within or outside of the Space, except to the extent resulting from the gross negligence of Frontier or its employees. Carrier will meet all EHS requirements, and all Frontier fire, safety, security, environmental and housekeeping requirements as set forth in Frontier's Safety Manual. Frontier may revise Frontier's Safety Manual from time to time in its discretion for application to all of Frontier's facilities, and will provide copies of any revisions to Carrier. Carrier will comply with Frontier's Safety Manual as revised. The temporary staging area will be vacated and delivered to Frontier in a broom-clean condition upon completion of Carrier's installation work.~~

#### 4.5 Inspections of Carrier's Facilities

- ~~4.5.1 Frontier has the right to inspect the completed installation of Carrier's equipment and facilities. Carrier shall have the right to be present at such inspection.~~
- ~~4.5.2 Frontier reserves the right to make subsequent inspections (of any part or all) of Carrier's equipment and facilities occupying Space(s) and associated Cable Space and Conduit Space.~~

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~~4.5.3 If Carrier is found to be in violation of Frontier's requirements for construction in or use of the Premises, then Carrier shall pay the reasonable costs of the inspection and shall have a reasonable period of time to bring its facilities within Frontier's requirements. In the event of an emergency, Frontier will provide Carrier a post-inspection report detailing the reasons for the emergency and the results of the inspection.~~

## **SECTION 5. FEES AND PAYMENT TERMS**

~~5.1 Upon request for Space, Carrier must provide Frontier with an application fee per Exhibit A prior to the commencement of any activity.~~

~~5.2 Carrier shall pay to Frontier at the specified time the monthly fees set forth in Collocation Schedules (Exhibit A). Failure to make such payment constitutes a material breach of this Agreement~~

~~5.3 Billing for the fee(s), other than Design and Construction Work charges, delineated in Exhibit A will commence on the Occupancy Dates set forth in Exhibit A.~~

~~5.4 Carrier shall reimburse Frontier for all reasonable repair or restoration costs incurred by Frontier associated with damage or destruction caused by Carrier's personnel, Carrier's agents or Carrier's suppliers/contractors or Carrier's visitors.~~

## **SECTION 6. INTENTIONALLY LEFT BLANK**

## **SECTION 7. INSTALLATION AND MAINTENANCE**

### **7.1 Specifications**

~~7.1.1 Carrier's facilities shall be placed, maintained, relocated or removed in accordance with the applicable requirements and specifications of the current editions of the National Electrical Code (NEC), the National Electrical Safety Code (NESC) and rules and regulations of the Occupational Safety and Health Act (OSHA) and the Environmental Protection Agency (EPA) and any governing authority having jurisdiction, including state counterparts to OSHA and EPA. All Carrier entrance facilities, splices and equipment must comply with EHS requirements, and Frontier's Policies and Practices, as set forth in Frontier's Safety Manual. Where a difference in specifications may exist, the more stringent shall apply.~~

~~7.1.2 Carrier's facilities shall not physically, electronically, or inductively interfere with any of Frontier's or Other Carrier's or tenant's pre-existing facilities. In adding additional facilities, Carrier and Frontier agree to cooperate with each other to avoid interference with Frontier or any other Carrier's or tenant's facilities. Despite such efforts, in the event Carrier's facilities interfere with Frontier or any other Carrier's or tenant's facilities, the Parties shall work together in good faith to correct the interference.~~

~~7.1.3 While many of the standards and technical requirements for Carrier's cable, equipment and facilities are set forth in (7.1.1) above, Frontier reserves the right to reasonably specify the type of cable, equipment and construction standards reasonably required in situations not otherwise covered in this Agreement. In such cases, Frontier will furnish to Carrier written material which will specify and explain the required construction. If Carrier disagrees with Frontier's explanation, Frontier agrees to meet in good faith to determine alternative equipment or construction standards that would be mutually acceptable.~~

~~7.1.4 Frontier and Carrier will jointly determine the length of cable needed to reach from Manhole "0" to Carrier's Space. Special arrangements will be agreed upon to meet unusual conditions. Added or special rearrangements requested by Carrier will result in additional charges to Carrier. All maintenance of fiber optic cables will be performed by Carrier and/or vendors employed by Carrier at Carrier's expense. All installation, restoration and maintenance work on Carrier's facilities between Manhole "0" and the Space will be performed by Carrier and/or vendors employed by Carrier at Carrier's expense. This work will be performed in a timely and efficient manner. Ten (10) days prior to such maintenance, Carrier shall provide Frontier notice that maintenance will occur and inform Frontier of the maintenance schedule. Carrier shall be accompanied by a qualified Frontier representative in all Manhole "0" to Carrier's Space locations at Carrier's expense.~~

## ~~7.2 Entrance Facilities~~

~~7.2.1 Manhole "0" Frontier reserves the right to prohibit all equipment and facilities, other than cable, from its entrance manholes. No splicing will be permitted in Manhole "0", the Frontier Cable vault or any location other than the Space. Carrier must provide a length of underground fiber optic cable in Manhole "0" specified by Frontier of sufficient length to be pulled through the Central Office conduit and the Central Office cable vault and into the Space, without the need for splicing. Carrier is responsible for the placement of the fiber optic facility within Manhole "0", and all work performed in or near the Manhole must be done in accordance with EHS requirements, and Frontier's policies as set forth in Frontier's Safety Manual. This installation shall be coordinated with and inspected by Frontier. Carrier shall be accompanied by a qualified Frontier representative in all Manhole locations at Carrier's expense. Carrier shall notify Frontier's Network Operations Center of its intention to enter an Frontier Manhole "0" with no less than forty eight (48) hours' advance notice informing Frontier of the Manhole "0" involved, the anticipated time and duration of entry and the names of entering employees. All maintenance work on Carrier's fiber optic cables will be performed by Carrier and/or vendors employed by Carrier at Carrier's expense. Ten (10) days prior to such maintenance, Carrier shall provide Frontier notice that maintenance will occur and inform Frontier of the maintenance schedule.~~

~~7.2.2 Conduit Space Carrier and/or vendors employed by Carrier will install the fiber optic cable provided by Carrier in the Conduit Space at Carrier's expense. Carrier, at its expense, shall be accompanied by a qualified Frontier representative during all fiber optic cable installations involving Conduit Space. Carrier will be required to provide a good faith three year forecast for planning and duct allocation purposes. Frontier will consider any future requests for additional facilities based upon the availability of such facilities at the time the request is made. Frontier may provide shared conduit with dedicated inner duct. Carrier will not be permitted to reserve space in the Central Office conduit. If new conduit is required, Frontier will negotiate with Carrier to enter into a further agreement to address the specific location. Frontier reserves the right to manage its own Central Office conduit requirements and to reserve vacant space for reasonable facility additions planned for its primary use.~~

~~7.2.3 Cable Space - Central Office Cable Vault Frontier will provide space for installing electrical metallic tubing ("EMT") within the Frontier cable vault. Where reasonably deemed necessary by Frontier, pull boxes and/or metallic flexible tubing will be installed to allow a secured and continuous path. These facilities will be installed by Frontier and/or vendors employed by Frontier at the expense of Carrier. A separate EMT conduit will be installed for each Carrier with no more than one Carrier occupying a single EMT. Frontier will identify all Carrier entrance facilities accordingly. Carrier and/or vendors employed by Carrier will install the Carrier-provided fiber within the EMT conduit at the expense of Carrier. Carrier shall be accompanied by a qualified Frontier representative in all fiber optic cable installations involving EMT conduit cable~~

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vault locations at Carrier's expense. To avoid unnecessary reinforcements or rearrangements, Carrier agrees to size the fiber optic facilities to meet three-year forecasted demand, where feasible.

~~7.2.4 Cable Space Central Office Risers and Cable Racks~~ Frontier will provide space for installing EMT between the Frontier cable vault and the Space. Where reasonably deemed necessary by Frontier, all boxes and/or metallic flexible tubing will be installed to allow a secured and continuous path. These facilities will be installed by Frontier and/or vendors employed by Frontier at the expense of Carrier with no more than one Carrier occupying a single EMT. Carrier and/or vendors employed by Carrier will install the Carrier provided fiber optic cable in the conduit between the cable vault and the Space at the expense of Carrier. Carrier shall be accompanied by a qualified Frontier representative in all fiber optic cable installations involving Cable Space at Carrier's expense. Fiber cables must comply with EHS requirements and Frontier Policies and Practices relating to fire, safety, health, environmental and network safeguards as set forth in Frontier's Safety Manual. Fiber cable sheaths must be adequately grounded within the Space to the nearest practicable Central Office ground.

~~7.2.5 Power~~ Frontier will provide power for Carrier's equipment, pursuant to charges set forth on Exhibit A. At Carrier's expense, Frontier and/or vendors employed by Frontier shall install the equipment needed to deliver power from the D.C. Power Board to the Space and a ten-position ground bar shall be connected to the closest practicable Central Office ground. The D.C. Power plant will be subject to the normal voltage reductions common to battery plants occurring during commercial power failures. Where available the D.C. voltage for the Space will return to the nominal voltage level concurrent with, or prior to, restoration of a nominal voltage level for Frontier's own equipment once the back-up generator system is operational and placed back on-line. Should Carrier's power requirements increase to the point that Frontier must purchase additional power plant to meet their demands, Carrier shall be responsible for compensating Frontier for the cost to purchase and install such additional plant. However, in the event that Frontier or other Carriers also have a need for additional power requirements to be supplied by such additional plant, the purchase and installation costs of such plant shall be allocated on a pro rata basis, based upon the parties' need for and use of such additional plant. Exhibit A shall be amended accordingly. If emergency A.C. Power is available, and if Carrier requests, Frontier shall provide such power to Carrier, pursuant to Exhibit A. Upon Carrier's request, Frontier will investigate the feasibility of providing Protected A.C. Power. If Protected A.C. Power is available, Frontier shall provide such power to Carrier, pursuant to Exhibit A. Carrier shall also have the right to supply its own battery back-up power within the Partitioned Space, subject to Frontier's approval of the necessary equipment, which approval shall not unreasonably be withheld. Any battery back-up power supplied by Carrier shall be installed, operated, and maintained in accordance with Frontier's Safety Manual.

~~7.2.6 All Collocation Space~~ Frontier is responsible for providing Space in accordance with this Attachment. Carrier will properly ground the fiber cable within the Space to the nearest practicable Central Office ground. To avoid safety hazards, H Taps and C Taps are required connections for power leads and power distribution. Either fusion or mechanical splicing is acceptable for optics. Carrier will be responsible for accepting delivery, installation and maintenance of its equipment within the Space. Carrier may not construct improvements or make alterations or repairs to the Space without the prior written approval of Frontier, which Frontier will not unreasonably withhold.

~~7.2.7 Point of Termination~~ Frontier will designate DSX-3 and DSX-1 panel positions on DSX frames and distribution block locations on Frontier MDF as the Point of Termination for associated COAX, ABAM and analog cables extending from Space and used for interface with

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the Frontier network. Frontier and/or vendors employed by Frontier will provide, install and repair at Carrier's expense, all cables, racks and Central Office termination equipment necessary to provide the interface required for connection to the Frontier network on the Frontier side of the Space. Carrier will pay any costs incurred by Frontier whenever Frontier personnel are required to identify a trouble as being on Carrier's side of the Point of Termination. Frontier will not perform maintenance on equipment on Carrier's side of the Point of Termination

~~7.2.8 Non-Compliant Installations~~ If at any time Frontier reasonably determines that either the equipment or the installation does not meet the requirements outlined in this Agreement and Carrier fails to correct any non-compliance with these standards within twenty (20) Business Days after written notice to Carrier, Frontier may have the equipment removed or the condition corrected at Carrier's expense. If, during the installation phase, Frontier reasonably determines any Carrier activities or equipment are unsafe, non-standard or in violation of any applicable Frontier requirements, or fire, safety, environmental or policy set forth in Frontier's Safety Manual, Frontier has the right to immediately stop the work or place it on hold for no longer than reasonably necessary to address the situation. Frontier must notify Carrier of the stoppage and Frontier's basis for doing so. However, when such conditions pose an immediate threat to the safety of Frontier's employees, interfere with the performance of Frontier's service obligations, or pose an immediate threat to the physical security or integrity of the conduit system or the cable facilities of Frontier, Frontier will utilize its reasonable efforts to immediately notify Carrier, but may perform such work and/or take such action that Frontier deems necessary without prior notice to Carrier. The reasonable cost of said work and/or actions shall be borne by Carrier. Frontier reserves the right, after giving Carrier sixty (60) calendar days notice, to require the removal of products, facilities and equipment reasonably determined by Frontier to be no longer in compliance with EHS requirements, NEBS and Frontier safety standards. Carrier shall within such sixty (60) day period, remove such products, facilities and equipment from its Partitioned Space, or otherwise bring its facilities into compliance.

~~7.2.9~~ Carrier agrees to abide by all Frontier Security policies, procedures and practices, and all applicable Federal, State and Local environmental, health, safety and security requirements, for non-Frontier employees with access to Frontier Central Offices. Any violation of this Section shall be deemed a material breach.

~~7.2.9.1~~ Carrier and its employees, agents or representatives shall take reasonable and prudent steps to ensure the adequate protection of Frontier property, equipment and services.

~~7.2.9.2~~ Carrier will supply Frontier Security with a list of its employees who require access. Prior to supplying the list, Carrier will perform a background check of each individual on the list to determine whether the individual has a criminal record. Carrier will provide Frontier Security with information regarding the criminal record of any individual on the list, and Frontier Security may in its sole discretion exclude any individual with a criminal record. Frontier Security may require certain additional information to ensure positive identification of such individuals.

~~7.2.9.3~~ Frontier Security will issue non-employee identification cards for each Carrier employee listed in accordance with Section 7.2.9.2 and Section 7.2.9.12 who will require frequent or regular access. Identification cards will not be issued to Carrier's vendor or contracted installer. Carrier's vendor or contracted installer shall be given access into the Frontier location housing Carrier's Space and escorted to Carrier's Space by an authorized Carrier employee with a proper identification card. Identification cards must be worn and openly displayed at all times, while in any Frontier location housing Carrier's

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~~Space. Carrier will not be granted access without displaying an identification card. Carrier is responsible for notifying Frontier Security immediately, both verbally by calling 585-777-7773 and in writing to 111 Field St. Rochester, NY 14620, of any employee on the access list that no longer requires said access. Carrier must notify Frontier Security immediately in the event any listed employee's employment is terminated, by calling 585-777-7773, which is staffed 24 hours a day seven (7) days a week. Carrier is responsible for the collection and return, to Frontier Security, of ID cards of employees removed from the list. Carrier is responsible for returning all ID cards, to Frontier Security, upon termination of this Agreement.~~

~~7.2.9.4 Carrier's employees are restricted to a specific access route, designated by Frontier Security, from the designated Central Office exterior door to the Space. Carrier's employees shall have access to its physical collocation space 24 hours a day, 7 days a week without requiring either a security escort of any kind or requiring a Frontier employee or representative to be present during Carrier's entry into the premises. Carrier's employees and contractors shall make reasonable efforts to enter Frontier's Central Offices during the 6:00 a.m.-10:00 p.m. working hours Monday through Friday. For non-emergency access to Central Offices where Frontier's equipment is accessible to Carrier's personnel, Carrier's employees may enter Frontier's Central Offices between 10:00 p.m. and 6:00 a.m. Monday through Friday and on weekends only after notifying Frontier of its intention to enter a Frontier Central Office with no less than 2 hours advanced notice. Frontier will provide Carrier with a list of Central Offices where such advanced notice is required for access outside of Frontier's working hours. No advanced notice will be required for access to a Central Office where Frontier's equipment is not accessible to Carrier's personnel and there is a separate entrance. Prior to emergency access, Carrier shall give Frontier notice at or about the time that Carrier's employees are dispatched to the Central Office. In all cases, Carrier shall make such notification by contacting Frontier's twenty four (24) hour Security Command Center at 585-777-7773 and informing Frontier of the Central Office involved, the anticipated time of entry, and the names of entering employees. In all cases where Carrier requires entry into Frontier's premises outside of normal business hours, Carrier must contact the Security Command Center upon arrival at the premises.~~

~~7.2.9.5 If Carrier arrives at the Central Office and the access cards has not been activated within ten (10) minutes after Carrier's notification, Carrier shall escalate the issue to Frontier's escalation contact.~~

~~7.2.9.6 Frontier will provide security to protect and monitor the Space consistent with that required for similar Frontier facilities.~~

~~7.2.9.7 Where Carrier provides the security device for its Space, Carrier will provide keys or other provisions for access to Frontier Security in the event of an emergency and to perform the required housekeeping and equipment inspection activities under the terms and conditions specified in this Agreement. Frontier shall be responsible for ensuring that its employees will not be allowed access to the Space unless authorized under this Agreement.~~

~~7.2.9.8 Carrier will provide Frontier Security with an emergency response list of persons to be notified of an environmental, safety or security emergency in any Frontier facility containing Carrier Space. It is the Carrier's responsibility to update the list as necessary.~~

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~~7.2.9.9 During the installation phase, or for subsequent maintenance, Carrier will have access to its Space and any room or area required by them, to necessitate the installation. Carrier may be escorted in areas outside its Space by qualified Frontier employees or Frontier Security personnel for these occasions.~~

~~7.2.9.10 In the event that there shall be a labor dispute involving any person working in or about the Frontier buildings that Carrier's employees have access to, Frontier Security shall take reasonable steps to ensure that Carrier's representatives have uninterrupted access to the building for the purpose of performing all functions under this Agreement.~~

~~7.2.9.11 Frontier Security may from time to time change its security, environmental, health and safety arrangements. Carrier will pay its proportional share of the costs of these changes based upon the percent of square footage occupied by Carrier in proportion to the total square footage impacted or protected by the change in arrangements.~~

~~7.2.9.12 Carrier shall at all times maintain compliance with federal, state and local laws as well as Frontier policies, practices and procedures as set forth in Frontier's Environmental, Health and Safety Manual. Carrier shall at all times maintain its space in such a way as to not create a fire hazard, including, but not limited to, minimizing the use and storage of combustibles and flammables while on Frontier's premises.~~

~~7.2.9.13 Carrier will provide Frontier with a certification or acceptable form or written representation that all listed employees and contractors have completed environmental, health and safety training to meet all legal requirements, and to enable them to perform their job safely, and in compliance, while on Frontier premises. Such certification or written representation must be provided to Frontier prior to issuance of a non-employee identification card. Carrier shall be responsible for providing all of its employees and contractors with adequate personal protective equipment to perform the job safely.~~

### 7.3 Relocations and Rearrangements

~~7.3.1 As a last resort, Frontier may require Carrier to move from its Space to Space in another location within the same Central Office if necessary for Frontier to fulfill its obligations under the applicable law. Frontier shall provide Carrier notice of the need for such a move. Frontier will negotiate a schedule with Carrier under which such relocation shall be effected. Frontier will bear the costs of relocating the Space, Point of Termination and associated Frontier cabling. Carrier will be responsible for relocating its equipment and facilities. Frontier and Carrier will work together in good faith to minimize any disruption of Carrier's services as a result of such relocation. Should Carrier wish to move equipment from one location to another, Carrier will be responsible for removing and transporting its equipment to the new site and installing it. Frontier will treat the relocation as a new installation under the terms and conditions of this Agreement.~~

~~7.3.2 Should Frontier reasonably need to install additional facilities in any conduit system in which Carrier occupies Conduit Space for the purpose of meeting its own service requirements or for providing for another Carrier, Frontier will, after notifying Carrier in writing of the basis and schedule proposed, rearrange Carrier's facilities in the conduit system so that the additional facilities of Frontier, or other Carrier, may be accommodated.~~

~~7.3.3 In an emergency affecting the safety of personnel, involving out of service End Users or integrity of the Frontier Network, Frontier will attempt to notify Carrier, but nevertheless may rearrange Carrier's facilities occupying a conduit, manhole, cable vault, riser system or cable~~

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~~support structure without prior notification. Such rearrangement will be at Carrier's expense if such emergency is a result of Carrier's occupancy of the space(s) under this Agreement or as a result of any act or omission on the part of Carrier, its employees, agents or vendors.~~

~~7.3.4 Where Carrier intends to modify, move, replace or add to equipment or facilities within or about the Space and requires special consideration (e.g., use of freight elevators, loading dock, staging area, etc.), Carrier must request and receive written consent from Frontier.~~

#### ~~7.4 Access Rights of Frontier~~

~~7.4.1 Carrier will provide emergency access to its Space at all times to allow Frontier to react to emergencies, to inspect pursuant to the terms and limitations of this Agreement and to ensure compliance with Frontier policies and standards related to fire, safety, health and environmental safeguards as set forth in Frontier's Safety Manual.~~

### ~~8.0 RULES OF CONDUCT~~

~~8.1 Carrier agrees that its employees and vendors with access to Frontier Central Office(s) shall at times adhere to the rules of conduct established by Frontier for the Central Office and Frontier's personnel and vendors and provided to Carrier as set forth in Frontier's Environmental, Health and Safety Manual. Frontier reserves the right to make changes to such policies, practices and procedures to preserve the integrity and operation of the Frontier network or facilities, or to comply with applicable laws and regulations.~~

~~8.2 Hazardous Materials. Collocator will identify and will notify Company in writing of any Hazardous Materials Collocator may bring onto the property and will provide Company copies of any inventories or other data provided to State Emergency Response Commissions ("SERCs"), Local Emergency Planning Committees ("LEPCs") or any other governmental agencies if required by the Emergency Planning and Community Right to Know Act (41 U.S.C. 11001, et seq.). Collocator, its agents and employees will transport, store and dispose of Hazardous Materials in accordance with all applicable federal, state or local laws, ordinances, rules and regulations. Collocator will promptly notify Company of any releases of Hazardous Materials and will copy Company on any notification of or correspondence with any governmental body as a result of such release.~~

~~8.3 For purposes of this Section, "Hazardous Materials" will mean any toxic substances and/or hazardous materials or hazardous wastes (including, without limitation asbestos and lead-antimony batteries,) as defined in, or pursuant to the OSHA Hazard Communication Standard (29 CFR Part 1910, Subpart Z), the Resource Conservation and Recovery Act of 1976 (42 U.S.C. Section 6901, et seq.), or regulations adopted pursuant to those statutes, the Toxic Substances Control Act (15 U.S.C. Section 2601 et seq.) or any other federal, state or local environmental law, ordinance, rule or regulation. The provisions of this Section will survive the termination, cancellation, modification or rescission of this Attachment.~~

~~8.4 Collocator will provide Company copies of all Material Safety Data Sheets ("MSDSs") for materials or chemicals regulated under the OSHA Hazard Communication Standard (29 C.F.R. 1910.1200) that are brought onto the property. All such materials will be labeled in accordance with 29 C.F.R. 1910.1200, and applicable state regulations if such regulations are more stringent.~~

~~8.5 If Company discovers that Collocator has brought onto Company's property Hazardous Materials without notification, or is storing or disposing of such materials in violation of any applicable environmental law, Company may, at Company's option and without penalty, terminate this Attachment or suspend performance hereunder. Collocator will be responsible for, without cost to Company, the~~  
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complete remediation of any releases or other conditions caused by its storage, use or disposal of Hazardous Materials. Collocator will also be responsible for removing and disposing of all Hazardous Materials on its Premises at the termination of this Attachment. If Company elects to terminate this Attachment or discontinue the performance of services hereunder due to the storage, use or disposal of Hazardous Materials, Collocator will have no recourse against Company and will be responsible for all costs and expenses associated with such termination or suspension of service in addition to being responsible for any remedies available to Company for defaults under this Attachment.

8.6 — Collocator will indemnify and hold harmless Company, its successors and assigns against, and in respect of, any and all damages, claims, losses, liabilities and expenses, including, without limitation, all legal, accounting, consulting, engineering, and other expenses, which may be imposed upon, or incurred by, Company or asserted against Company by any other party or parties (including, without limitation, Company's employees and/or contractors and any governmental entity) arising out of, or in connection with, Collocator's use, storage or disposal of Hazardous Materials on the Premises.

8.7 — Various Prohibited Uses. Collocator will not do or permit anything to be done upon the Premises, or bring or keep anything thereon that is in violation of any federal, state or local laws or regulations (including environmental laws or regulations not previously described), or any rules, regulations or requirements of the local fire department, Fire Insurance Rating Organization, or any other similar authority having jurisdiction over the Building. Collocator will not do or permit anything to be done upon the Premises that may in any way create a nuisance, disturb, endanger, or otherwise interfere with the telecommunications services of Company, any other occupant of the Building, their patrons or End Users, or the occupants of neighboring property, or injure the reputation of the property. Collocator will not, without the prior written consent of Company: (i) install or operate any lead acid batteries, refrigerating, heating or air conditioning apparatus or carry on any mechanical business in the Premises; (ii) use the Premises for housing, lodging or sleeping purposes; (iii) permit preparation or warming of food, presence of cooking or vending equipment, sale of food or smoking in the Premises; or (iv) permit the use of any fermented, intoxicating or alcoholic liquors or substances in the Premises or permit the presence of any animals except those used by the visually impaired. Company may, in its sole discretion, withhold such consent, or impose any condition in granting it, and revoke its consent at will.

8.8 — Cleanliness and Obstruction of Public Areas. Collocator will not place anything or allow anything to be placed near the glass of any door, partition or window that Company determines is unsightly from outside the Premises; or take or permit to be taken in or out of other entrances of the Building, or take or permit to be taken on any passenger elevators, any item normally taken through service entrances or elevators; or whether temporarily, accidentally, or otherwise, allow anything to remain in, place or store anything in, or obstruct in any way, any passageway, exit, stairway, elevator, or shipping platform. Collocator will lend its full cooperation to keep such areas free from all obstruction and in a clean and sightly condition, move all supplies, furniture and equipment directly to the Premises as soon as received, and move all such items and waste, other than waste customarily removed by employees of the Building.

## **SECTION 9. RIGHTS RESEVED TO COMPANY**

9.1 — Company will have the following rights, and others not specifically excluded in this Attachment, exercisable without notice and without liability to Collocator for damage or injury to property, person or business (all claims for damage being hereby released), and without effecting an eviction or disturbance of Collocator's use or possession or giving rise to any claim for offsets, or abatement of rent:

9.2 — To designate any and all spaces to be occupied by Collocator's facilities and equipment under this Attachment;

9.2.1 — To change the name or street address of the Building;

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- ~~9.2.2 To install and maintain signs on the exterior and interior of the Building or anywhere on the property;~~
- ~~9.2.3 To have pass keys or access cards with which to unlock all doors in the Premise, excluding Collocator's safes;~~
- ~~9.2.4 To enter the Premises for the purposes of examining or inspecting same and of making such repairs or alterations as Company deems necessary (Collocator hereby waives any claim for damage, injury, interference with Collocator's business, any loss of occupancy or quiet enjoyment of the Premises and any other loss occasioned by the event except where such damages result solely from the gross negligence or willful misconduct of Company);~~
- ~~9.2.5 To use any means Company may deem proper to open Premises' doors in an emergency. Entry into the Premises obtained by Company by any such means will not be deemed to be forcible or unlawful entry into or a detention of or an eviction of Collocator from the Premises or any portion thereof;~~
- ~~9.2.6 To utilize the space within the Building in such a manner as will best enable it to fulfill its own service requirements;~~
- ~~9.2.7 To require all persons entering or leaving the Building during such hours as Company may from time to time reasonably determine to identify themselves to a watchman by registration or otherwise and to establish their right to leave or enter, and to exclude or expel any solicitor or person at any time from the Premises or the property. Company assumes no responsibility and will not be liable for any damage resulting from the admission or refusal to admit any authorized or unauthorized person to the Building, provided that such damage is not the result of gross negligence or willful misconduct on the part of the Company;~~
- ~~9.2.8 To approve the weight, size and location of safes, computers and all other heavy articles in and about the Premises and the Building, and to require all such items and other office furniture and equipment to be moved in and out of the Building or premises only at such times and in such a manner as Company will direct and in all events at Collocator's sole risk and responsibility;~~
- ~~9.2.9 At any time, to decorate and to make, at its own expense, repairs, alterations, additions and improvements, structural or otherwise, in or to the Premises, the property, or any part thereof (including, without limitation the permanent or temporary relocation of any existing facilities such as parking lots or spaces), and to perform any acts related to the safety, protection or preservation thereof, and during such operations to take into and through the Premises or any part of the property all materials and equipment required, and to close or suspend temporarily operation of entrances, doors, corridors, elevators or other facilities, provided that Company will limit inconvenience or annoyance to Collocator as reasonably possible under the circumstances;~~
- ~~9.2.10 To do or permit to be done any work in or about the Premises or the property or any adjacent or nearby building, land, street or alley;~~
- ~~9.2.11 To grant to anyone the exclusive right to conduct any business or render any service on the property, provided such exclusive right will not operate to exclude Collocator from the use expressly permitted by this Attachment, unless Company exercises its right to terminate this Attachment with respect to all or a portion of the Premises;~~

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- ~~9.2.12 To close the Building at such reasonable times as Company may determine, subject to Collocator's right to admittance under such reasonable regulations as will be prescribed from time to time by Company.~~
- ~~9.2.13 Company will have the right to upgrade or replace its equipment at the subject central office. In the event that Company determines to make such equipment upgrades or replacements, it will give Collocator six months advance notice of such changes. It will be Collocator's responsibility to ensure that its equipment remains compatible with Company's upgraded or new equipment.~~
- ~~9.2.14 To perform all work, using Company employees or contractors, necessary to ready the Premises for Collocator's use;~~
- ~~9.2.15 To exercise all other rights reserved by Company pursuant to the provisions of this Attachment; and~~
- ~~9.2.16 To inspect the installation of equipment in the Premises prior to the connection of equipment to Company facilities.~~

#### **10. ASBESTOS**

Collocator is aware the Building in which the Premises is located may contain or have contained asbestos or asbestos-containing building materials, and Collocator hereby releases and agrees to hold Company harmless from any and all liability to Collocator or any of its employees, agents or invitees as a result thereof.



**EXHIBIT A**  
Page 1 of 6

**COLLOCATION SCHEDULE**

This Collocation Schedule is made this \_\_\_ day of \_\_\_, 2007, and subject to all definitions, terms and conditions of the ENTIRE **AGREEMENT** dated \_\_\_, 2007, between **FRONTIER** and **CARRIER**.

**A. Collocation Rates and Charges:**

FRONTIER Central Office Location:

**Physical Collocation:** \_\_\_\_\_ **NRC** \_\_\_\_\_ **MRC** \_\_\_\_\_

1. Collocator Not Ready Charge: \_\_\_\_\_

2. Applications Fee: \_\_\_\_\_

3. Augment Fee (expanding space): \_\_\_\_\_

**4. Engineering & Implementation Fees:**

A. Initial Application (1<sup>ST</sup> App) \_\_\_\_\_

B. Subsequent Application \_\_\_\_\_

C. Cage Expansion & Additional Cabling \_\_\_\_\_

D. Additional Cabling Only \_\_\_\_\_

E. Power Augment Only \_\_\_\_\_

**5. Service Access Charge Cable & Frame Termination:**

A. Voice Grade, Per 100 Connections to MDF \_\_\_\_\_

B. DS1, Per 28 Connection to DSX \_\_\_\_\_

C. Per DS3 Connection to DSX \_\_\_\_\_

D. Co-Cable Racking \_\_\_\_\_

**6. Security Charge:** \_\_\_\_\_

~~\_\_\_\_\_~~ A. Security Charge (per locations) \_\_\_\_\_

~~\_\_\_\_\_~~ B. Additional Card \_\_\_\_\_

**EXHIBIT A**  
Page 2 of 6

(Physical Collocation Continued)

7. ~~\_\_\_\_\_~~ Multiplexing Node(Cage) Preparation:

A. 100 Square Feet \_\_\_\_\_

B. Per 20 Square Foot Addition \_\_\_\_\_

8. Lighting/AC Charge

~~\_\_\_\_\_~~ A. Lighting/AC Charge \_\_\_\_\_

9. Land & Building:

A. 100 Square Feet \_\_\_\_\_

B. Per 20 Square Foot Increments \_\_\_\_\_

10. DC Power ~~\_\_\_\_\_~~ 48(Per Amp Fused, Per Feed):

A. Power Installation Per Amp \_\_\_\_\_

B. 20-200 Amps \_\_\_\_\_

11. ~~\_\_\_\_\_~~ Service Access Charge Cable & Frame Termination:

A. Voice Grade, Per 100 Connections to MDF \_\_\_\_\_

B. DS-1, Per 28 Connection to DSX \_\_\_\_\_

C. DS-1, Per 28 Connection to DCS \_\_\_\_\_

D. Per DS3 Connection to DSX \_\_\_\_\_

E. Per DS3 Connection to DCS \_\_\_\_\_

12. ~~\_\_\_\_\_~~ Conduit Space Rental Rate \_\_\_\_\_

13. ~~\_\_\_\_\_~~ Entrance Fiber Structure:

(Per Foot, Per Innerduct) \_\_\_\_\_

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14. Escort Service:

A. Escort Service 1/4 hour \_\_\_\_\_

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Cageless Collocation:

NRC

MRC

1. Carrier Not Ready Charge: \_\_\_\_\_

2. Application Fee: \_\_\_\_\_

3. Engineering & Implementation Fees:

A. Initial Application (1<sup>ST</sup> Application) \_\_\_\_\_

B. Subsequence Application \_\_\_\_\_

C. Additional Cabling Only \_\_\_\_\_

D. Power Augment Only \_\_\_\_\_

4. Service Access Charge Cable & Frame Termination:

A. Voice Grade, Per 100 Connections to MDF \_\_\_\_\_

B. DS1, Per 28 Connection to DSX \_\_\_\_\_

C. Per DS3 Connection to DSX \_\_\_\_\_

D. CO Cable Racking \_\_\_\_\_

5. Security Charge:

A. Security Charge (per location) \_\_\_\_\_

B. Additional Card \_\_\_\_\_

6. Land & Building (Per Equipment Bay): \_\_\_\_\_

7. ~~Lighting/AC Charge~~ \_\_\_\_\_

8. ~~DC Power 48(Per Amp Fused, Per Feed):~~

~~A. Power Installation Per Amp~~ \_\_\_\_\_

~~B. 20-200AMPS~~ \_\_\_\_\_

**EXHIBIT A**  
Page 4 of 6

~~Cageless Collocation-Cont~~

9. ~~Service Access Charge Cable & Frame Termination:~~

~~A. Voice Grade, Per 100 Connections to MDF~~ \_\_\_\_\_

~~B. DS1, Per 28 Connection to DSX~~ \_\_\_\_\_

~~C. DS1, Per 28 Connection to DCS~~ \_\_\_\_\_

~~D. Per DS3 Connection to DSX~~ \_\_\_\_\_

~~E. Per DS3 Connection to DCS~~ \_\_\_\_\_

10. ~~Conduit Space Rental Rate:~~ \_\_\_\_\_

11. ~~Entrance Fiber Structure:~~  
~~(Per Foot, Per Innerduct)~~ \_\_\_\_\_

12. ~~Escort Service:~~

~~A. Escort Service ¼ Hour~~ \_\_\_\_\_

EXHIBIT A

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**TOTAL FEE:**

Total fee represents the non-recurring and monthly charges as described above.

\$\_\_\_\_\_ Total Non-Recurring \$\_\_\_\_\_ Total Per Month

**B. Turnover of Space(s)**

1. Physical Collocation where space is available:

The estimated interval for turnover of space(s) is negotiable upon receipt of a valid service request (completion and acceptance of Collocation Application) through the date of notification to the Carrier of the cable assignment information.

2. All Other Collocation Arrangements:

The estimated interval for turnover of space(s) is negotiable upon receipt of a valid service request (completion and acceptance of Collocation Application) through the date of notification to the Carrier of the cable assignment information.

**C. Term**

The term of this Agreement Schedule shall commence as of the occupancy date set forth in this Schedule and shall terminate \_\_\_\_\_ year(s) from this date unless otherwise terminated by either party. In no event shall the term be less than three (3) years.

CARRIER \_\_\_\_\_ FRONTIER

By: \_\_\_\_\_ By: \_\_\_\_\_

Name \_\_\_\_\_ Name : \_\_\_\_\_

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Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT A**  
**Page 6 of 6**

**DESIGN AND CONSTRUCTION WORK**  
**COMPLETION NOTICE**

C.O. Address \_\_\_\_\_ CLI  
Contract # \_\_\_\_\_ Compliance Date  
Collocator \_\_\_\_\_ Occupancy Date

The Frontier portion of this Collocation project has been completed in accordance with the specifications approved for this job. The space is now ready for occupancy. All associated work is complete.

Occupancy fees as delineated in the contract established for the job commence with the signing of this document.

Exceptions to construction work:

\_\_\_\_\_ Amount of space requested \_\_\_\_\_ sq feet  
\_\_\_\_\_ DC Power requirements \_\_\_\_\_  
\_\_\_\_\_ AC Power \_\_\_\_\_  
\_\_\_\_\_ # of DS0 requested \_\_\_\_\_  
\_\_\_\_\_ # of DS1 requested \_\_\_\_\_  
\_\_\_\_\_ # of DS3 requested \_\_\_\_\_

ACCEPTED BY:

**CARRIER** \_\_\_\_\_ **FRONTIER**

By: \_\_\_\_\_ By: \_\_\_\_\_

Print Name: \_\_\_\_\_ Print Name: \_\_\_\_\_

Title: \_\_\_\_\_ Title: \_\_\_\_\_

Date: \_\_\_\_\_ Date: \_\_\_\_\_

**EXHIBIT B**  
**Form A**

**Collocation Application**

Date Sent \_\_\_\_\_ Date Rev'd \_\_\_\_\_

Revision # \_\_\_\_\_ (Please see Section II C) \_\_\_\_\_  
(FRONTIER use only)

**I. Collocator Information**

**1. Company** \_\_\_\_\_

**Street** \_\_\_\_\_

**City** \_\_\_\_\_ **State** \_\_\_\_\_ **Zip** \_\_\_\_\_

**2. Contact Name**(for questions related to this application) \_\_\_\_\_

**Telephone #** \_\_\_\_\_ **Fax #** \_\_\_\_\_ **E mail address** \_\_\_\_\_

**3. 24 hour emergency contact telephone #** \_\_\_\_\_

**4.Desired Service Date** \_\_\_\_\_ (in accordance with FRONTIER standard intervals)

**5.Central Office CLLI Code** \_\_\_\_\_

**Street Address** \_\_\_\_\_ **City** \_\_\_\_\_

**ACTL Code** \_\_\_\_\_ (To be provided/registered by CLEC)

**6. Billing Information**

**Billing Manager Name** \_\_\_\_\_

**Company Name** \_\_\_\_\_

**Street Address** \_\_\_\_\_

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~~City~~ \_\_\_\_\_ ~~State~~ \_\_\_\_\_ ~~Zip~~ \_\_\_\_\_

## **II. Type of Collocation Requested**

### **A. New Collocation Arrangement**

\_\_\_\_ Please indicate the type(s) of collocation you are willing to consider, your order  
 \_\_\_\_ of preference, as well as your desired and minimally acceptable space  
 \_\_\_\_ requirements for each option selected on the chart below. Frontier Telephone will  
 \_\_\_\_ use this information to best meet your immediate collocation requirements. Please  
 \_\_\_\_ rank the order types by starting with the number 1, indicating your first  
 \_\_\_\_ preference.

<b>Type of Collocation Requested</b>	<b>Order of Preference</b>	<b>Requirements</b>	<b>Desired</b>	<b>Min</b>
<u>Physical-Caged</u>		Number of Square Feet		
Cageless		Number of Square Feet		

### **B. Augment to an Existing Arrangement**

\_\_\_\_ 1. Type of Arrangement (physical/cageless) \_\_\_\_\_

\_\_\_\_ 2. Augment Type — Check all that apply

- \_\_\_\_ ☐ Cable Terminations for DS3, DS1, DS0, Fiber  
 \_\_\_\_ ☐ Power  
 \_\_\_\_ ☐ Pulling in additional fiber facilities  
 \_\_\_\_ ☐ Addition/Removal of equipment  
 \_\_\_\_ ☐ Contiguous Space Indicate nbr of sq feet or bays desired \_\_\_\_\_

\_\_\_\_ 3. 11 Character CLLI Code of the existing arrangement \_\_\_\_\_

**C. Reason for revision:** \_\_\_\_\_

\_\_\_\_\_  
 \_\_\_\_\_

\_\_\_\_ **Note: Revisions must be received within 5 business days of the**  
 \_\_\_\_ **original application to avoid change in the start and**  
 \_\_\_\_ **completion dates of the collocation arrangement/augment.**

### III. TYPE AND NUMBER OF TIE CABLES TO BE CABLED

~~Tie Cables to be cabled~~ are those that will be run between the demarcation point (CLEC space and the FRONTIER Distributing Frame) to support the equipment listed on this application. Terminations within the CLEC space are the responsibility of the CLEC. An application requesting an augment must be submitted for additional tie cables to be cabled. Please indicate the quantity of each type of termination for each type of collocation requested in Section IIA for all desired and minimum configurations. Certain tariffs and products have minimum ordering increments and will be cabled and billed accordingly. **\*If DS0's are ordered, must be in 150 pair increments.**

Type of Collocation	DS3		DS4		DS0	
		Min		Min		Min
Physical						
Cageless						
Augment						

### IV. DC POWER REQUIREMENTS

Please indicate your requirements for 48V Battery & Ground, A & B Supplies for each type of collocation requested for both your desired and minimum configurations. **Please indicate number of Primary Feeds (A & B) and the number of Fused Amps required per Feed.**

Type of Collocation	Number of Primary DC Feeds (A & B) (Qty of '1' equals one A & B feed pair)		Number of AMPS Drain/Primary Feed (Qty of '30' equals 30 amps fused on A and 30 amps fused on B – Do not add together)	
	Desired	Min	Desired	Min
Physical				
Cageless				
Augment				

---

**Note:** ~~When indicating the number of primary feeds required, a quantity of “1” equals one A & B Feed Pair. When indicating the number of amps drain per primary feed, a quantity of “30” equals 30 amps fused on A and 30 amps fused on B. DO NOT ADD TOGETHER.~~

**V. TECHNICAL EQUIPMENT SPECIFICATIONS**

**1. List of equipment and framework (relay racks) to be installed by Collocator**

Please specify the manufacturer and model number, DC power drain in AMPS, heat dissipation, dimensions (size), and quantity for each piece of equipment and relay rack to be installed. Please attach a list of all plug-ins and a copy of the product's technical description. **This information is REQUIRED.**

<u>Manufacturer/Model #</u>	<u>Dimensions</u> (cageless scenario only) <u>H x W x D</u>	<u>QTY</u>	<u>0</u> <u>DC</u> <u>Power</u> <u>Drain</u>	<u>Heat</u>
			<u>in AMPS</u>	<u>Dissipation</u>
E				
F				
G				

**2. Total anticipated equipment load/drain in Amps** \_\_\_\_\_ (Total of amps above)

**3. NEBS Conformance Requirements**

All framework (relay racks) to be installed or placed in Frontier Telephone Offices must be tested to, and are expected to meet the NEBS family of requirements.

*NOTE: All frames/relay racks must conform to NEBS. Equipment, frames/relay racks are not compliant if constructed of non-steel and/or non-welded equipment frame materials. Installation of non-compliant frames/relay racks in any collocation arrangement in any Frontier Telephone Central Office is prohibited.*

Please provide the applicable Service Group (SG) for all your respective laser equipment located within Frontier's Central Offices. These SG's are based on the power levels and can be found in the ANSI Standard 136.1 "For The Safe Use of Lasers".

## **VI. OUTSIDE PLANT FIELD SURVEY**

1. **Please indicate the method you will be using to establish your collocation arrangement**

☐ Lease facilities from Frontier

☐ Pulling in fiber facilities via Manhole 0 ⇒ complete 2–4 below

2. **Cable Information**

- A. Desired direction from where cable will originate or desired Manhole 0 location(s). Be Specific.

---

---

- B. Have Licensing Agreements for this location been established (e.g., conduit)?

Yes ☐ No ☐ NOTE: If Yes, please provide the following information:

Contract Number: \_\_\_\_\_ Manhole "0" Number(s): \_\_\_\_\_

Date Your Fiber Will be placed in Manhole "0": \_\_\_\_\_

- C. Dual Building Entrance Requested (where available): Yes ☐ No ☐

3. **Cable Requirements**

**Support  
Structure**

- A. Number of cables to be placed: \_\_\_\_\_

- B. Size of Cables (diameter): \_\_\_\_\_

- C. Type of Cable: (manufacturer's name) \_\_\_\_\_

## **VII. COLLOCATOR'S VENDOR SELECTION**

1. **Engineering Vendor**

\_\_\_\_\_ Address \_\_\_\_\_  
\_\_\_\_\_ Telephone Number \_\_\_\_\_

2. **Outside Plant Vendor (Cable Placement)**

\_\_\_\_\_ Address \_\_\_\_\_  
\_\_\_\_\_ Telephone Number \_\_\_\_\_

3. **Outside Plant Vendor (Cable Splicing)**

\_\_\_\_\_ Address \_\_\_\_\_  
\_\_\_\_\_ Telephone Number \_\_\_\_\_

4. **Equipment Installation Vendor**

\_\_\_\_\_ Address \_\_\_\_\_

Telephone Number \_\_\_\_\_

**VIII. CERTIFICATE OF INSURANCE**

~~A Certificate of Insurance must be provided for all new sites prior to occupancy.~~

Certificate Attached: Yes ☐ No ☐ If Yes, please provide expiration date: \_\_\_\_\_

If No, date Certificate to be provided: \_\_\_\_\_

**IX. REMARKS:**

\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_  
\_\_\_\_\_


~~Please submit this application, all supporting documentation and applicable application fee to:~~

\_\_\_\_\_  
Collocation Project Manager  
Frontier, a Citizens Communications Company  
\_\_\_\_\_  
180 South Clinton Avenue  
\_\_\_\_\_  
Rochester, N.Y. 14646

~~NOTE: Failure to provide all requested information and associated documentation may result in delays in the processing of this application.~~

~~\*\*\*\* By submitting an application for collocation, the CLEC is accepting (as a matter of contract) the terms of the filed tariff, or collocation contract, until such tariff, or contract is superceded by an effective tariff, or contract. \*\*\*\*~~

**EXHIBIT C**

 <b>Method of Procedure Authorization</b>			
Contracting Company:		MOP Number (Assigned by Frontier):	
Frontier Order Number (TF, FRED, etc.):		Office/CLLI Code:	
Contracting Company Address:		Project Start Date (MM-DD-YYYY):	
		Project Completion Date (MM-DD-YYYY):	
MOP Prepared by:		Date Submitted:	Phone Number:
Contracting Supervisor on the Job:	Contact Numbers (cell/pager):	Frontier Representative Performing Walk-Through:	Contact Numbers (cell/pager):
Approved to Start Work:	<b>YES</b>	<b>NO</b>	Date for Work to Begin:
Approval Signature and Date:			
Reasons for NO Approval:			

## Safety

Contractors performing the work in this MOP have reviewed and are in conformance with the safety and service protection requirements specified in Frontier's Safety and Procedural Handbook pertaining to, but not limited to the following categories:	Initial	
	Contractor	Frontier
Personal Safety (clothing, eye protection, protective headgear, etc.)		
Fire Protection (material storage, housekeeping, location of fire extinguishers, etc.)		
Housekeeping (trash removal intervals, etc.)		
Building Conditions (lighting, stairways, rolling ladders, etc.)		
Tools and Installation Equipment (ladder safety, electrical tools, etc.)		
Environmental Hazards		

General/Specific Description of Work	Date	Time	Location	Weather	Remarks

[illegible]

## Building

~~List specific building locations (walls, floors, equipment, etc.) requiring protection and the protection to be provided:~~

[illegible]



--	--

[illegible]

If a step has been determined to be critical affecting, then provide specific details as to the nature of outage								
Step No.	Equipment Affected	Duration of Outage	Effect to Collocators					

# **ATTACHMENT 4**

## **LOCAL NUMBER PORTABILITY**

## **ATTACHMENT 4 – Local Number Portability**

### **SECTION 1. Local Number Portability (LNP)**

1.1 Carrier agrees to follow the procedures in Frontier's Local Service Provider Guide for the porting of numbers; provided, however, that, notwithstanding any provision in this Agreement to the contrary, the Guide is to be used as a reference only and the Guide is not a part of this Agreement. Carrier agrees to follow the procedures in Frontier's Local Service Provider Guide for the porting of numbers. [New Charter Revision] [Need to insert procedures for LNP – Charter will not agree to be legally obligated to follow procedures in Guide that Frontier can revise at will.] (Frontier will not agree to add the guide to this agreement) [REDACTED]

#### **1.2 Terms and Conditions**

Frontier will only provide LNP services and facilities where technically feasible, subject to the availability of facilities, and only from properly equipped central offices.

An LNP telephone number may be assigned by Carrier only to Carrier's End Users located within Frontier' rate center, which is associated with the NXX of the ported number.

Six months after LNP becomes available, Interim Service Provider Number Portability (ISPNP) will cease to be available and all existing ISPNP arrangements will terminate.

#### **1.3 Obligations of Parties**

Both Parties will participate in LNP testing in accordance with North American Numbering Council (NANC) standards.

Both Parties will follow recommended National Emergency Number Association (NENA) standards for LNP until such time the standards are superseded by federal, state, or local legislation.

Carrier is required to send to Frontier a completed Bona Fide Request Form for LNP deployment in non LNP capable offices. See Exhibit A. Frontier will implement long-term database LNP in accordance with FCC rules any such office within six (6) months of receipt of a Bona Fide Request Form and will provide transitional LNP for NXXs assigned to that switch using the particular transitional LNP measure requested by Carrier unless Frontier demonstrates to the Commission that the transitional LNP measure requested by Carrier either is not technically feasible or if technically feasible, is unduly burdensome. [Open to Frontier] [REDACTED]

Carrier is responsible to coordinate with the local TN E911 and TN Public Services Answering Point (PSAP) coordinators to insure a seamless transfer of End User emergency services.

Prior to ordering 911 trunks Carrier will provide written confirmation to Frontier that Carrier has: (1.) arranged with each PSAP in the county(s) where Carrier will provide service that (a.) PSAP can accept Carrier's 911 calls and (b.) PSAP agrees to dip and route calls as required for successful call completion, and (2.) Carrier has established a process to provide accurate updates on a regular basis to the ALI database of each PSAP in the county(s) where Carrier provides service. Frontier shall provide any 911 trunks ordered by Carrier at TELRIC pricing. [Frontier does not agree] Charlie to take back to Charter – we believe this is part of Charter network not connecting with us. [REDACTED]

Prior to submitting porting requests (LSR's ) to Frontier, Carrier will provide written confirmation to Frontier that LNP test calls to each PSAP in the county(s) where Carrier provides service are completing successfully.

~~Carrier is required to send to Frontier a completed Bona Fide Request Form for LNP deployment in non-LNP capable offices. See Exhibit A. [Open to Frontier]~~

~~Carrier is responsible to coordinate with the local E911 and Public Services Answering Point (PSAP) coordinators to insure a seamless transfer of End User emergency services.~~

Carrier is required to meet all mutually agreed upon testing dates and implementation schedules. Both Parties will perform testing as specified in industry guidelines and cooperate in conducting any additional testing to ensure interoperability between networks and systems. Each party shall inform the other Party of any system updates that may affect the other Party's network and each Party shall, at the other Party's request perform tests to validate the operation of the network.

Each Party is responsible for the following:

Adhere to all Number Portability Administration Center (NPAC) and North American Numbering Council (NANC) requirements and in providing its own access to regional NPAC.

For providing its own access to the Service Order Administration (SOA).

Upon implementation of LNP, both Parties agree to conform and provide LNP in accordance with FCC requirements. [X]

## EXHIBIT A

### LOCAL NUMBER PORTABILITY (LNP) BONA FIDE REQUEST (BFR)

DATE: \_\_\_\_\_ (date of request)

TO: \_\_\_\_\_ (name of service provider)  
 \_\_\_\_\_ (address of service provider)  
 \_\_\_\_\_ (contact name /number)

FROM: \_\_\_\_\_ (requester/service provider name/ID)  
 \_\_\_\_\_ (requester/operating company number (OCN))  
 \_\_\_\_\_ (requester switch(es)/CLLI)  
 \_\_\_\_\_ (authorized by name)  
 \_\_\_\_\_ (authorized by title)  
 \_\_\_\_\_ (contact name/address/number)

Affidavit attesting requester as authorized agent should accompany request.

SWITCH(ES):

CLLI <sup>1</sup>	Rate Center Name <sup>2</sup>	Rate Center VC/HC <sup>2</sup>	NPA-NXX(s) <sup>3</sup>
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N
_____	_____	_____	All: Y or N

Please provide Requestor's information below:

CARRIER/REQUESTOR:

CLLI <sup>1</sup>	Rate Center Name <sup>2</sup>	Rate Center VC/HC <sup>2</sup>	NPA-NXX(s) <sup>3</sup>
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____
_____	_____	_____	_____

DATES: Requested date switch(es) should be LNP capable: \_\_\_\_\_ (mm/dd/yy)  
 Requested code opening date: \_\_\_\_\_ (mm/dd/yy)

Notes: See following page.

Acknowledgment of BFR is to be sent to the requester within ten business days.

## EXHIBIT A

### LOCAL NUMBER PORTABILITY (LNP) BONA FIDE REQUEST (BFR) (Continued)

**Notes:** 1 List each switch targeted for LNP by its specific CLLI code.

**<sup>2</sup> Enter associated Rate Center information from LERG, including: Rate Center Name and Associated V&H Terminating Point Master Coordinates;**  
Source of the LERG information: Destination Code Record (DRD) Screen.

**<sup>3</sup> Circle or highlight Y if requesting all eligible NPA-NXX codes in that specific switch to be opened. Circle or highlight N if only certain NPA NXX codes are being requested. Then provide list of desired NPA NXX(s).**

Note: Targeting of specific NPA-NXX codes should be carefully considered. A traditional ILEC may serve a single rate center with multiple switches (CLLIs and NXX codes) while Carrier may serve multiple rate centers with a single switch. In the latter case, use of a specific NXX code will determine the rate center.



## EXHIBIT B

### Acknowledgment of LNP Bona Fide Request (BFR)

DATE: \_\_\_\_\_ (date of response)

TO: \_\_\_\_\_ (requester/Carrier name/ID)  
\_\_\_\_\_ (contact name/address/number)  
\_\_\_\_\_ requester switch(es)/CLLI)

FROM: \_\_\_\_\_ (name of service provider)  
\_\_\_\_\_ (address of provider)  
\_\_\_\_\_ (contact name/number)

#### Switch request(s) accepted:

CLLI Accepted	LNP Effective Date	or	Modified Effective Date	Ineligible NPA-NXXs
_____ (CLLI 1)	_____		_____	_____
_____ (CLLI 2)	_____		_____	_____
_____ (CLLI 3)	_____		_____	_____
_____ (CLLI 4)	_____		_____	_____

#### Switch request(s) denied/reason for denial:

\_\_\_\_\_ (CLLI 1) \_\_\_\_\_

\_\_\_\_\_ (CLLI 2) \_\_\_\_\_

\_\_\_\_\_ (CLLI 3) \_\_\_\_\_

Authorized company representative signature/title: \_\_\_\_\_

# ATTACHMENT 5

## INTENTIONALLY LEFT BLANKUNBUNDLED NETWORK ELEMENTS

[Intentionally Omitted]

## **ATTACHMENT 5— UNBUNDLED NETWORK ELEMENTS**

### **SECTION 1.— DEFINITIONS**

1.1. ~~— Bridged Tap Removal is the physical act of "cutting off" part of the metallic facility along the cable route to remove cable not in the direct electrical path. The original loop could have made multiple appearances along the cable route and the service subscribed to by the End User may have limited tolerances to total bridged tap on a circuit.~~

1.2. ~~— Cable Loading is the process of adding load coils to a metallic cable facility.~~

1.3. ~~— Cable Unloading is the process of removing load coil(s) from a metallic cable facility.~~

1.4. ~~— Conditioning of an unbundled local loop includes, without limitation, cable unloading, cable loading, bridged tap removal, or any combination of these.~~

1.5. ~~— Digital Loop Carrier (DLC) is a system that enables multiple End Users to share a single digital transmission line running between a remotely located multiplexing unit and a central office.~~

1.6. ~~— Main Distribution Frame (MDF) is hardware that connects cable pairs to the line and trunk equipment terminals of a switching system.~~

1.7. ~~— Unbundled Local Loop is the transmission path from Frontier MDF, or its equivalent, up to and including the Frontier Network Interface Device (NID) at End User premises.~~

### **SECTION 2.— GENERAL TERMS**

2.1 ~~— Unbundled Network Elements (UNE) are provided in accordance with the specifications described herein. Frontier sole obligation is to provide and maintain Unbundled Network Elements in accordance with such specifications. Frontier shall not be required to provide or combine Unbundled Network Elements to any extent beyond what is required by law. Frontier DOES NOT WARRANT THAT UNBUNDLED NETWORK ELEMENTS ARE COMPATIBLE WITH ANY SPECIFIC FACILITIES OR EQUIPMENT OR CAN BE USED FOR ANY PARTICULAR PURPOSE OR SERVICE. Transmission characteristics may vary depending on the length of the unbundled local loop and may vary due to characteristics inherent in the physical network. Unbundled Local Loop specifications described in this agreement apply only to the Unbundled Local Loop as defined herein. Frontier, in order to properly maintain and modernize the network, may make necessary modifications and changes to the UNEs in its network on an as needed basis. Such changes may result in changes to transmission parameters.~~

2.2 ~~— Unbundled Network Elements may not be used to provide any service that would degrade or otherwise adversely affect Frontier network services, e.g., introduce harmful voltages or electrical currents in excess of standards used in common industry practice. Frontier will provide Carrier each Unbundled Local Loop type according to the technical parameters specified for each Unbundled Local~~

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Loop in Section 3.0 below. Frontier will determine the medium over which the Unbundled Local Loop is provisioned to meet the appropriate technical parameters, except that, if Carrier requires a specific type of Unbundled Local Loop to meet the technical requirements of a proposed service, Frontier will consider the request on a case-by-case basis.

2.3 — Unbundled Network Elements are only available to the Carrier for use in its provisioning of local exchange service to its End Users. Any combination of unbundled elements which when combined equates to a substantially similar service provisioned through the retail tariff, will be offered and priced as resale not as the cumulative of unbundled elements.

2.4 — It is Carrier's responsibility to provision and provide E911 Services to its End Users that are provisioned utilizing Frontier Unbundled Network Elements.

2.5 — In the event any modification of Frontier facilities is required to implement an unbundled local loop at any given location, additional charges will apply. Frontier is not required to construct or provide Unbundled Network Elements where facilities do not currently exist.

2.6. — To the extent that Frontier files a tariff that specifies terms, conditions, or rates for the performance of any action or obligation that would otherwise be governed by this Agreement and such tariff is duly approved by an appropriate governmental agency with jurisdiction over its subject matter, the terms, conditions, and/or rates of this Agreement will be superseded by the tariff.

2.7. — Carrier shall access Frontier Unbundled Network Elements specifically identified in this Agreement via Collocation at the Frontier Wire Center where those elements exist and each UNE shall be delivered to Carrier's collocation at applicable rates set forth herein.

### **SECTION 3. TYPES OF UNBUNDLED NETWORK ELEMENTS**

3.1 Frontier will make the following UNEs available to Carrier pursuant to this agreement.

- 2-Wire Analog Loop
- 4-Wire Analog Loop

3.2 — The 2-Wire Analog loop is a two-wire voice-grade facility that supports 300 to 3000 Hz. A 2-wire analog loop may include load coils, bridge taps, etc.

3.3 — The 4-Wire Analog Loop is a four-wire voice-grade facility that supports 300 to 3000 Hz. analog service with send and receive transmission paths. A 4-wire analog loop may include load coils, bridge taps, etc.

### **SECTION 4. CONDITIONING**

If Carrier requests Unbundled Local Loop conditioning or if conditioning is required to provide one of the Unbundled Network Elements described in this agreement, Frontier will condition the unbundled local loop at Carrier's expense. Frontier will determine separate charges for each request. Carrier agrees to pay the quoted charges prior to commencement of work.

### **SECTION 5. PLACEMENT OF REPEATERS**

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~~Placement of repeaters may be required or requested for Unbundled Network Elements. Frontier will make this determination, but Carrier may request placement of repeaters to meet its specifications. Additional charges will apply to the placement of repeaters. Frontier will determine separate charges for each repeater placement. Carrier agrees to pay the quoted charges prior to commencement of work.~~

#### **SECTION 6. — RESPONSIBILITIES OF THE PARTIES**

~~Ninety days prior to submitting any Unbundled Local Loop service orders, Carrier must provide to Frontier forecasts of the numbers of Loops that Carrier plans to order from Frontier at the exchange level. Thereafter, Carrier will update the forecasts on a quarterly basis. The form for submitting initial & subsequent quarterly forecasts is the Estimated Volumes for Unbundled Local Loop page of the Carrier Master Account Questionnaire.~~

#### **SECTION 7. — IMPLEMENTATION**

~~To ensure correct provisioning, Frontier highly recommends that Carrier and Frontier have a technical meeting prior to Carrier ordering Unbundled Network Elements~~

~~7.1. — Certain of Frontier geographical areas are currently served via Digital Loop Carrier (DLC) or Remote Switching Technology. If Carrier requests one or more Unbundled Network Elements in these areas, Frontier will notify Carrier of the lack of available facilities. Carrier may request alternative arrangements if they are available. Additional charges may apply. Frontier will determine separate charges for each request. Carrier agrees to pay the quoted charges prior to commencement of work.~~

#### **SECTION 8. — ORDERING AND MAINTENANCE**

~~8.1 — Carrier agrees to follow the procedures in Frontier's Local Service Provider Guide for ordering and maintenance of UNEs.~~

~~8.2 — Each Party is responsible for its own End User base and will have the responsibility for resolution of any service trouble report(s) from its End Users. Frontier will work cooperatively with Carrier to resolve trouble reports when the trouble condition has been isolated and found to be within a portion of Frontier's network. Carrier must provide to Frontier test results and shall test its End User's trouble prior to Frontier performing any repair functions. When Carrier has reported the trouble and such trouble is not in Frontier's network, Frontier will apply to Carrier a maintenance service charge based on Frontier's respective tariff. Carrier agrees to follow the procedures defined in the Guide for trouble reporting.~~

~~8.3. — Carrier must submit to Frontier a disconnect order for any Unbundled Local Loop that is relinquished by the End User because of cessation of service. Unbundled Local Loop facilities will be returned to Frontier when the disconnection order is complete. In the event of transfer of the End User's service from one provider to another, the new provider will issue a request for transfer of service, resulting in the appropriate disconnection and reconnection of service.~~

~~8.4. — When ordering Unbundled Network Elements, Carrier is responsible for obtaining or providing facilities and equipment that are compatible with the service.~~

~~9.5 — Carrier will have responsibility for testing the equipment, network facilities and the Unbundled Local Loop facility.~~

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**SECTION 9. — RATES**

~~Rates for Unbundled Network Elements are specified in Attachment 7, Pricing.~~

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# **ATTACHMENT 6**

## **INTENTIONALLY LEFT BLANK** **RESALE** **OF LOCAL SERVICES**

**[Intentionally Omitted]**

## **ATTACHMENT 6—Resale of Local Services**

### **Section 1. — DEFINITIONS**

1.1 — Resale means an activity wherein Carrier subscribes to the retail telecommunications services of Frontier and then re-offers and provides those telecommunications services to the public under its own company name.

### **SECTION 2. — SERVICE TO END USERS**

2.1 — Telephone numbers associated with Frontier's retail telecommunication services offered for resale are assigned to the service furnished. Carrier has no property right to the telephone number or any other call number designation associated with services furnished by Frontier, and no right to the continuance of service through any particular central office. Frontier reserves the right to change such numbers, or the central office designation associated with such numbers, or both, consistent with telephone number conservation and administrative practices, such as NPA splits, generally prevailing in the local exchange telecommunications industry.

### **SECTION 3. — FRONTIER'S PROVISION OF SERVICES TO CARRIER**

3.1. — Carrier agrees that its resale of Frontier services will be as follows:

3.1.1. — ~~Except as specified in Section 3.6 below. The telecommunications services available at a wholesale discount for resale by Carrier will be limited to retail services made available to End Users and uses conforming to the class of service restrictions in Frontier's Local Exchange Service Tariff and pursuant to all rules and regulations related to the provision of local exchange services promulgated by the applicable Commission.~~

3.1.2. — ~~If telephone service is established and it is subsequently determined that the class of service restriction has been violated, Carrier will be notified and billing for that service will be retroactively changed to the appropriate class of service. Service charges for changes between class of service, back billing, and interest as described in this subsection will apply at Frontier's sole discretion. Interest will apply at the rate of 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less, compounded daily for the number of days from the back billing date to and including the date that Carrier actually makes the payment to Frontier may be assessed.~~

3.2. — ~~Resold services can only be used in the same manner as specified in Frontier's Tariff. Resold services are subject to the same terms and conditions as are specified for such services when furnished to an individual End User of Frontier in the appropriate section of Frontier's Tariff. Specific Tariff features, e.g., a usage allowance per month, will not be aggregated across multiple resold services. Resold services cannot be used to aggregate traffic from more than one End User.~~

3.3. ~~Carrier may resell Frontier's services only within the specific Frontier's service area as defined in Frontier's Tariff.~~

3.4. ~~A subscriber line charge (SLC) or any federally mandated or state approved charge to End Users included in Frontier's tariffs will continue to be paid by Carrier without discount for each local exchange line resold under this Agreement.~~

3.5. — Law enforcement agency subpoenas and court orders regarding End Users of Carrier will be directed to Carrier. Frontier will bill Carrier for implementing any requests by law enforcement agencies CTC TN Charter Fiberlink ICA (FHH Revised 5-30-08).doc02-05-2008 conf call CTC TN Charter Fiberlink ICA (FHH Revised 2-21-08) (FHH Revised 5-15-08).doc01-23-2008 conf call CTC TN Charter Fiberlink ICA - FHH Redline 10-16-07 (5) (FHH Revised 2-5-08)09-13-07 CTC TN Charter Fiberlink ICA - CVG Redline 10-16-07.doc02-01-2007 Generic ICA Final.doc



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regarding Carrier End Users. Frontier will cooperate fully with law enforcement agencies with subpoenas and court orders for assistance with Carrier's End Users.

3.6. Carrier may resell the tariffed retail local exchange services of Frontier subject to the terms and conditions specifically set forth herein. Notwithstanding the foregoing, the following are not available for Resale: \_\_\_\_\_

- a) \_\_\_\_\_ Calling Card
- b) \_\_\_\_\_ Employee Concessions Services
- c) \_\_\_\_\_ Promotional offers less than 90 days
- d) \_\_\_\_\_ Grandfathered Services
- e) \_\_\_\_\_ LifeLine and Link Up Services
- f) \_\_\_\_\_ Inside Wire
- g) \_\_\_\_\_ Installment billing options
- h) \_\_\_\_\_ Enhanced Services, excluding voice mail
- i) \_\_\_\_\_ End User Premise Equipment
- j) \_\_\_\_\_ 911 and E911 Services
- k) \_\_\_\_\_ Interconnection Services
- l) \_\_\_\_\_ Legislatively or Administratively Mandated Specialized Discounts (e.g., educational institution discounts)

3.7 \_\_\_\_\_ Carrier agrees to abide by the terms and conditions of the Local Service Provider Guide, which is incorporated by reference herein.

Carrier is liable for all fraud associated with service to its End Users and accounts. Frontier takes no responsibility, will not investigate, and will make no adjustments to Carrier's account in cases of fraud unless such fraud is the result of intentional misconduct or gross negligence of Frontier.

3.8 \_\_\_\_\_ Telecommunications services provided directly to Carrier for its own use and not resold to End Users must be identified by Carrier as such, and notwithstanding any available wholesale discount, Carrier will pay retail prices for such services.

#### **SECTION 4. MAINTENANCE OF SERVICES**

4.1 \_\_\_\_\_ Services resold by Frontier will be maintained by Frontier, up to and including the Network Interface Device.

4.2 \_\_\_\_\_ Carrier or its End Users may not rearrange, move, disconnect, add additional services, remove or attempt to repair any facilities owned by Frontier, other than by connection or disconnection to any interface means used.

4.3 \_\_\_\_\_ Carrier accepts responsibility to notify Frontier of situations that may arise, resulting in service problems.

4.4 \_\_\_\_\_ Carrier will be the single point of contact for all repair calls on behalf of Carrier's End Users.

4.5 \_\_\_\_\_ Carrier will contact the appropriate repair centers in accordance with procedures established by Frontier.

4.6 \_\_\_\_\_ For all repair requests, Carrier accepts responsibility for adhering to Frontier' prescreening guidelines prior to referring the trouble to Frontier.

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4.7 — Frontier will bill Carrier for handling troubles that are found not to be in Frontier' network pursuant to its standard time and material or dispatch charges as set forth in Frontier' Tariff.

4.8 Frontier reserves the right to contact Carrier's End User if deemed necessary, for maintenance purposes in an emergency or as a result of a service call which Carrier may initiate.

4.9 — Carrier acknowledges that any chat line services being offered by Carrier over Frontier's facilities shall only be provisioned by Frontier on a blockable "NXX" central office code.

## **SECTION 5. ESTABLISHMENT OF SERVICE**

5.1 — When notification is received from Carrier that a current End User of Frontier will subscribe to Carrier's service, standard service order intervals for the appropriate class of service will apply.

5.2 — When an existing End User of Frontier switches to Carrier, Carrier must provide Frontier with the End User line numbers and applicable feature detail, as set forth in the Local Service Provider Guide.

## **SECTION 6. DISCONTINUANCE OF SERVICE TO END USER**

The procedures for temporarily denying or permanently disconnecting service to an End User are as follows:

6.1 — Frontier will temporarily deny service to Carrier's End User on behalf of, and at the request of Carrier. Upon restoration of the End User's service, restoral charges will apply and will be charged to the master account of Carrier.

6.2 — All requests by Carrier for temporary denial, restoration, or permanent disconnection of an End User for nonpayment must be in writing and must be on, or accompanied by, the appropriate ordering form. Carrier is responsible for compliance with regulatory requirements for termination and temporary disconnection of service to End User(s).

6.3 — Carrier will be solely responsible for notifying the End User, in advance, of the proposed temporary denial or permanent disconnection of the service.

6.4 — Frontier will advise Carrier when it is determined that annoyance calls are originated from one of their End User's locations. Frontier will be indemnified, defended and held harmless by Carrier and/or the End User against any claim, loss, or damage arising from providing this information to Carrier. It is the responsibility of Carrier to take the corrective action necessary with its End Users who make annoying calls. Failure to do so may at Frontier's option result in Frontier disconnecting the End User's service.

## **SECTION 7. DISCONTINUANCE OF SERVICE TO CARRIER**

The procedures for discontinuing service to Carrier are as follows unless otherwise defined by the Commission:

7.1 — Where Carrier discontinues its provision of service to all or substantially all of its End Users, the Carrier must send advance written notice of such discontinuance to Frontier, comply with any applicable Commission regulatory requirements and to each of the Carrier's End Users. Such notice must include a verification that the Carrier has notified its End Users of the discontinuance, and must state the date on which such End User notice was mailed. If the End User fails to make other arrangements within fifteen (15) days of the date of notice provided by the Carrier, Frontier will serve the End User at its retail rates

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as if the End User had applied for new service, subject to Frontier's retail connection charges and other requirements applicable to other new End Users including but not limited to payment of deposits, advance payments and prior amounts owing to Frontier.

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# ATTACHMENT 7

## PRICING

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## **Attachment 7 – PRICING**

### **1.1 RECIPROCAL COMPENSATION**

1.1.1 ISP Bound, pursuant to the Section 2.16 in the General Terms and Conditions, and Local wireline to wireline traffic will be terminated by the Parties on a Bill and Keep basis.

1.1.2 Transit Service—per MOU \$ 0.0061854/MOU

1.1.3 Wireline to Wireless traffic  
or Wireless to Wireline traffic \$ 0.011/MOU

1.1.4 Frontier and Carrier shall provide each other, or the transit service provider in the event the Parties are utilizing indirect interconnection for the exchange of traffic, the proper signaling information (e.g., originating Calling Party Number (“CPN”), Jurisdiction Indication Parameter (“JIP”) and destination called party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All SS7 signaling parameters will be provided, where technically feasible, including CPN, JIP and Originating Line Information Parameter (“OLIP”) on calls to 8XX telephone numbers, calling party category, charge number, etc. All privacy indicators will be honored. If either Party fails to provide CPN (valid originating information) or JIP on at least ninety percent (90%) of total traffic, then traffic sent by one Party to the other Party without CPN or JIP, as is required by the first sentence of this Section (such traffic being hereinafter referred to as “Unidentified Traffic”), will be handled in the following manner. If the Unidentified Traffic is less than ten percent (10%), such Unidentified Traffic will be treated as having the same jurisdictional ratio as the identified traffic. If the Unidentified Traffic exceeds ten percent (10%), then the Party receiving such Unidentified Traffic shall notify the other Party in writing of such excessive Unidentified Traffic and the Parties will cooperate and exchange data as necessary to determine the cause of the CPN or JIP failure, to determine who originated such Unidentified Traffic and to assist in its correction. Provided, however, that if, after sixty (60) days following the receipt of such written notice, the Unidentified Traffic continues to exceed ten percent (10%) of the total traffic, all the Unidentified Traffic shall be treated as interstate toll and will be subject to interstate access charges. Carrier will provide accurate Calling Party Number (“CPN”) and/or Automatic Number Identification (“ANI”) on at least ninety-five percent (95%) of all traffic delivered to the POI. Where CPN and/or ANI is not provided, Carrier agrees to pay the applicable intrastate terminating access charges for such traffic. [Open to Frontier]

[ Under review w/Frontier this is local traffic and should be intrastate]

Frontier has equipment limitations and not able to deliver JIP everywhere – but will determine that

We send CPN.

**1.2      Unbundled Local Loop Rates [Intentionally Omitted]**

**Monthly Recurring Charges**

2-Wire Analog Loop \_\_\_\_\_

4-Wire Analog Loop \_\_\_\_\_

**Nonrecurring Charges**

End User Loop Information – Per loop \_\_\_\_\_

Pre-Qualification Charge (per loop)                      \$    27.18

Cancel/Reject Charge    \$10.00

Order Change Charge    \*See Supplemental PON Charges

Due Date Charge    \*\*See Supplemental PON Charges

Expedited Orders    \*\*\*See Miscellaneous Charges

Network modification requests such as, but not limited to, conditioning (Cable Loading or Unloading, Load Coil Rearrangement and Bridged Tap Removal) and Placement of Repeaters will be priced on an individual case basis.

### **1.3 RESALE[Intentionally Omitted]**

#### **1.3.1 Nonrecurring Charges:**

A nonrecurring charge will apply when converting a Frontier account to a Carrier account or when changing an End User from one Carrier to another.

~~1.3.2 Basic Residential Line Service and Basic Business Line Service and Public Access Line Service that is subject to resale will be discounted at 12% from the published rates in the state local tariff for the rate center where service is being requested.~~

### **1.4 Supplemental PON Charges**

1.4.1 A supplement is any new iteration of a local service request.

Supplement # 1

**Cancel** - Indicates that the pending order is to be canceled in its entirety.

Charge - \$14.38 No Charge [Open to Frontier]

Supplement # 2

**New desired due date** - Indicates that the pending order requires only a change of desired due date.

Supplement # 3

**Other** - Any other change to the request.

Supp 2 & 3 Charges are as follows:

Order Type	Residence Resale	Business Resale	Residence Porting	Business Porting	Residence ULL/UNE	Business ULL/UNE
Charge Per Order	\$11.01	\$17.83	\$11.01 <del>no</del> <u>charge</u>	\$17.83 <del>no</del> <u>charge</u>	\$8.86	\$14.34
*Expedite Charge will be applied (\$35.20 per telephone number) for any Portings stopped on the DD & subsequently reappointed with a new Due Date. <u>[Additional Charter revision Open to Frontier]</u>						

[the charges are for LSR supp orders and will remain in the agreement] [Open to Charter] [Charter does not agree to the porting charges. Charter deleted the charges for resale and UNEs since the resale and UNE sections have been deleted from the ICA. Open to Frontier.]

### **1.5 OTHER MISCELLANEOUS CHARGES**

1.5.1 Expedite Charge - Any work requested before the next available due date or before the standard interval for that service.

The expedite charge is applied for each telephone number being expedited.

NONRECURRING

Residence \$35.20  
Business \$35.20

Additional Labor Charges also apply if the work is done after hours or on the weekend.

---

**1.5.2 Preferential/Vanity Numbers**

NONRECURRING

Residence \$42.33  
Business \$84.45

---

**1.5.3 Concurrence Charge [Open to Frontier]**

[Original language will remain]

The CLEC is responsible to create subscription versions in the NPAC prior to the 18-hour window. In the event that the CLEC does not create the subscription version(s) within the prescribed time frame, the CLEC is responsible to notify Frontier during regular business hours of the need to concur. Failure to do so may result in a delayed porting. A concurrence charge is applied for each telephone number needing concurrence.

NONRECURRINGNONRECURRING

No Charge

Residence \$11.01  
Business \$17.83

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**ATTACHMENT A**  
**INTERCONNECTION TRUNKING ARRANGEMENTS**  
**AND**  
**SPECIFIED POINTS OF INTERCONNECTION**

<b>SWITCH LOCATION (CLLI Code)</b>	<b>Charter Fiberlink POI (CLLI Code)</b>	<b>(Rate Center)</b>	<b>NPA</b>	<b>NXX</b>
<u>CSVLTNXADS0</u>	CSVLTNXA4MD	Crossville	931-456	
<u>MARTTNXADS0</u>	MARTTNXAAMD	Martin	731-261	
<u>CKVLTNXA71T</u>	CKVLTNXAIMD	Cookeville	931-528	
<u>SHRNTNXADS0</u>	SHRNTNXA7MD	Sharon	731-456	
<u>DRSDTNXADS0</u>	DRSDTNXA7MD	Dresden	731-364	

**\* To be determined and provided to Citizens prior to the ordering of  
interconnecting facilities and the commencement of service**

**Exhibit B**

Labor Rates:

<u>(1) During normal business hours, all</u>	
<u>Labor beyond normal assistance is</u>	
<u>Charged at the hourly rate</u>	
<u>- per technician, per hour, or portion</u>	<u>47.00</u>
<u>Thereof</u>	
<u>(2) All service provided after normal</u>	
<u>business hours</u>	
<u>- Charge for the first 4 hours, or</u>	
<u>Portion thereof</u>	<u>284.00</u>
<u>- Charge for additional hours, or</u>	
<u>Portion thereof</u>	<u>71.00</u>

**EXHIBIT D**

**INTERCONNECTION REQUEST**

FRIEND, HUDAK & HARRIS, LLP

ATTORNEYS AT LAW  
SUITE 1450  
THREE RAVINIA DRIVE  
ATLANTA, GEORGIA 30346-2117

(770) 399-9500  
FACSIMILE (770) 395-0000  
WEB [www.fh2.com](http://www.fh2.com)

Writer's email: [chudak@fh2.com](mailto:chudak@fh2.com)

April 29, 2008

VIA ELECTRONIC MAIL

Ms. Julie Thompson  
Interconnection Manager  
Citizens Telecommunications Company  
14450 Burnhaven Drive  
Burnsville, Minnesota 55306

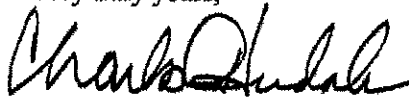
Re: Request of Charter Fiberlink - Tennessee, LLC ("Charter Fiberlink") for Interconnection  
with Citizens Telecommunications Company of Tennessee, LLC

Dear Julie:

In order to facilitate completion of Charter Fiberlink's negotiations with Citizens Telecommunications Company of Tennessee, LLC d/b/a Frontier Communications of Tennessee LLC ("Frontier - Tennessee") of an Agreement for Local Interconnection in Tennessee, Charter Fiberlink hereby requests that Frontier - Tennessee agree to modify the date that Charter Fiberlink initiated interconnection negotiations from November 22, 2007 to December 22, 2007. Accordingly, the one hundred sixtieth (160<sup>th</sup>) day of the parties' statutory negotiation period would extend to May 30, 2008.

Please confirm in writing that this is acceptable to Frontier - Tennessee by signing and returning this letter to us via electronic mail or facsimile as soon as possible. Should you have any questions or comments regarding this request, please do not hesitate to contact me.

Very truly yours,



Charles A. Hudak  
Attorney for Charter Fiberlink - Tennessee, LLC

ACCEPTED AND AGREED TO:  
CITIZENS TELECOMMUNICATIONS COMPANY OF TENNESSEE, LLC  
D/B/A FRONTIER COMMUNICATIONS OF TENNESSEE LLC

By: Julie Thompson  
Title: Interconnection Mgr.  
Date: 4/30/08

**FRIEND, HUDAK & HARRIS, LLP**

ATTORNEYS AT LAW  
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Writer's email: [chudak@fh2.com](mailto:chudak@fh2.com)

March 31, 2008

**VIA ELECTRONIC MAIL**

Ms. Julie Thompson  
Interconnection Manager  
Citizens Telecommunications Company  
14450 Burnhaven Drive  
Burnsville, Minnesota 55306

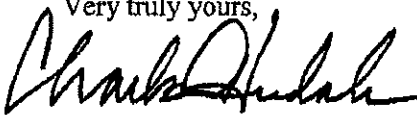
Re: Request of Charter Fiberlink - Tennessee, LLC ("Charter Fiberlink") for Interconnection with Citizens Telecommunications Company of Tennessee, LLC

Dear Julie:

In order to facilitate completion of Charter Fiberlink's negotiations with Citizens Telecommunications Company of Tennessee, LLC d/b/a Frontier Communications of Tennessee LLC ("Frontier - Tennessee") of an Agreement for Local Interconnection in Tennessee, Charter Fiberlink hereby requests that Frontier - Tennessee agree to modify the date that Charter Fiberlink initiated interconnection negotiations from October 23, 2007 to November 22, 2007. Accordingly, the one hundred sixtieth (160<sup>th</sup>) day of the parties' statutory negotiation period would extend to April 30, 2008.

Please confirm in writing that this is acceptable to Frontier - Tennessee by signing and returning this letter to us via electronic mail or facsimile as soon as possible. Should you have any questions or comments regarding this request, please do not hesitate to contact me.

Very truly yours,



Charles A. Hudak  
Attorney for Charter Fiberlink - Tennessee, LLC

**ACCEPTED AND AGREED TO:**  
**CITIZENS TELECOMMUNICATIONS COMPANY OF TENNESSEE, LLC**  
**D/B/A FRONTIER COMMUNICATIONS OF TENNESSEE LLC**

By: 

Title: Gregg C. Sayre, Assistant Secretary

Date: 3/31/08

**FRIEND, HUDAK & HARRIS, LLP**

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WEB [www.fh2.com](http://www.fh2.com)

Writer's email: [chudak@fh2.com](mailto:chudak@fh2.com)

February 28, 2008

**VIA ELECTRONIC MAIL**

Ms. Julie Thompson  
Interconnection Manager  
Citizens Telecommunications Company  
14450 Burnhaven Drive  
Burnsville, Minnesota 55306

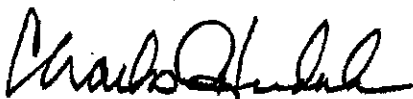
Re: Request of Charter Fiberlink - Tennessee, LLC ("Charter Fiberlink") for Interconnection  
with Citizens Telecommunications Company of Tennessee, LLC

Dear Julie:

In order to facilitate completion of Charter Fiberlink's negotiations with Citizens Telecommunications Company of Tennessee, LLC d/b/a Frontier Communications of Tennessee LLC ("Frontier - Tennessee") of an Agreement for Local Interconnection in Tennessee, Charter Fiberlink hereby requests that Frontier - Tennessee agree to modify the date that Charter Fiberlink initiated interconnection negotiations from September 22, 2007 to October 23, 2007. Accordingly, the one hundred sixtieth (160<sup>th</sup>) day of the parties' statutory negotiation period would extend to March 31, 2008.

Please confirm in writing that this is acceptable to Frontier - Tennessee by signing and returning this letter to us via electronic mail or facsimile as soon as possible. Should you have any questions or comments regarding this request, please do not hesitate to contact me.

Very truly yours,



Charles A. Hudak  
Attorney for Charter Fiberlink - Tennessee, LLC

**ACCEPTED AND AGREED TO:**  
**CITIZENS TELECOMMUNICATIONS COMPANY OF TENNESSEE, LLC**  
**D/B/A FRONTIER COMMUNICATIONS OF TENNESSEE LLC**

By: Julie Thompson  
Title: Interconnection Mgr  
Date: 2/29/2008

**FRIEND, HUDAK & HARRIS, LLP**

ATTORNEYS AT LAW

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(770) 398-9500

FACSIMILE (770) 395-0000

EMAIL: fh2@fh2.com

Writer's email: chudak@fh2.com

January 25, 2008

**VIA ELECTRONIC MAIL**

Ms. Julie Thompson  
Interconnection Manager  
Citizens Telecommunications Company  
14450 Burnhaven Drive  
Burnsville, Minnesota 55306

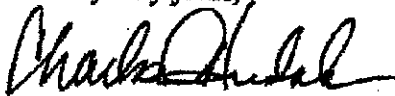
Re: Request of Charter Fiberlink - Tennessee, LLC ("Charter Fiberlink") for Interconnection with Citizens Telecommunications Company of Tennessee, LLC

Dear Julie:

In order to facilitate completion of Charter Fiberlink's negotiations with Citizens Telecommunications Company of Tennessee, LLC d/b/a Frontier Communications of Tennessee LLC ("Frontier - Tennessee") of an Agreement for Local Interconnection in Tennessee, Charter Fiberlink hereby requests that Frontier - Tennessee agree to modify the date that Charter Fiberlink initiated interconnection negotiations from August 20, 2007 to September 22, 2007. Accordingly, the one hundred sixtieth (160<sup>th</sup>) day of the parties' statutory negotiation period would extend to February 29, 2008.

Please confirm in writing that this is acceptable to Frontier - Tennessee by signing and returning this letter to us via electronic mail or facsimile as soon as possible. Should you have any questions or comments regarding this request, please do not hesitate to contact me.

Very truly yours,



Charles A. Hudak

Attorney for Charter Fiberlink - Tennessee, LLC

**ACCEPTED AND AGREED TO:**

**CITIZENS TELECOMMUNICATIONS COMPANY OF TENNESSEE, LLC  
D/B/A FRONTIER COMMUNICATIONS OF TENNESSEE LLC**

By: Julie Thompson

Title: Interconnection Mgr.

Date: 1/25/2008

**FRIEND, HUDAK & HARRIS, LLP**

ATTORNEYS AT LAW

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(770) 399-9500

FACSIMILE (770) 395-0000

EMAIL: fh2@fh2.com

Writer's Direct Facsimile: 770-234-5965

Writer's email: cgerkin@fh2.com

August 17, 2007

**VIA Overnight Courier**

Frontier - A Citizens Communications Company  
Attn: Manager - Interconnection  
180 South Clinton Avenue  
Rochester, NY 14646

**Re: Interconnection Agreement between Charter Fiberlink - Tennessee, LLC and  
Citizens Telephone Company of Tennessee, L.L.C.**

Dear Sir or Madam:

We represent Charter Fiberlink – Tennessee, LLC (“Charter Fiberlink”). Charter Fiberlink is party to an interconnection agreement (the “Interconnection Agreement”) with Citizens Telephone Company of Tennessee, L.L.C. (“Citizens”).

Charter Fiberlink and Citizens entered into the Interconnection Agreement in September 2005. Section 12.1 of the Interconnection Agreement provides that the initial term of the Interconnection Agreement expired on October 20, 2005 and that the Interconnection Agreement automatically renews for consecutive one year terms unless either party requests the commencement of negotiations concerning a successor agreement.

Charter Fiberlink hereby gives Citizens notice of Charter Fiberlink’s desire to commence negotiation of a successor agreement to supersede the Interconnection Agreement.

Pursuant to Section 251(c)(1) of the Telecommunications Act of 1996 (the “Act”), Citizens is obligated to negotiate in good faith with Charter Fiberlink concerning a successor agreement to replace the Interconnection Agreement. Charter Fiberlink believes that the parties will successfully negotiate a mutually satisfactory agreement within the statutorily prescribed 135-day period commencing with the date of Citizens’ receipt of this letter. If not, either party may seek mediation or compulsory arbitration of any unresolved issues before the Tennessee Regulatory Authority pursuant to Section 252(b) of the Act.

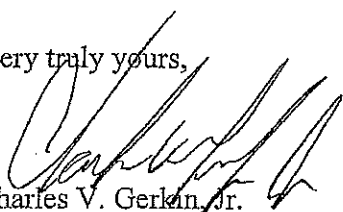


FRIEND, HUDAK & HARRIS, LLP  
ATTORNEYS AT LAW

Frontier - A Citizens Communications Company  
August 17, 2007  
Page 2

Charter Fiberlink requests that Citizens' response to this notice be directed to the undersigned.

Very truly yours,



Charles V. Gerkin, Jr.

CVG/jh  
cc: Charter Fiberlink - Tennessee, LLC