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September 30, 2009

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Docket No. 09-00151

Tre Hargett, Chairman
Tennessee Regulatory Authority
460 James Robertson Parkway
Nashville, TN 37243-0505

**Re: Interconnection Agreement – Agreement for Local Interconnection
between Citizens Telecommunications Company of Tennessee L.L.C. d/b/a
Frontier Communications of Tennessee, Citizens Telecommunications
Company of the Volunteer State LLC d/b/a Frontier Communications of the
Volunteer State (together, “Frontier”), and Charter Fiberlink - Tennessee,
LLC**

Dear Chairman Hargett:

Enclosed for TRA approval are an original and four (4) copies of the above-referenced interconnection agreement. Also included is our Disaster Recovery Plan.

Our check in the amount of \$75.00 is enclosed to cover the filing fee. Please date-stamp the enclosed copy of the cover letter and return it to me in the post-paid envelope I have provided.

If you have any questions, please feel free to contact me.

Respectfully submitted,

Gregg C. Sayre
Associate General Counsel –
Eastern Region

GCS: hmj

Encl. (orig + 4 copies; filing fee; disaster recovery plan; return transmittal letter)

cc: Jenny Smith, Interconnection Manager – Frontier/Citizens
Charles Hudak, Esq. – Attorney for Charter Fiberlink – Tennessee, LLC
Sharla Dillon, Dockets Manager – Tennessee Regulatory Authority (by e-mail)

**AGREEMENT FOR
LOCAL INTERCONNECTION**

between

**Citizens Telecommunications Company of Tennessee L. L. C.
Citizens Telecommunications Company of the Volunteer State LLC**

and

Charter Fiberlink - Tennessee, LLC

Dated: August 1, 2009

**AGREEMENT FOR
LOCAL INTERCONNECTION**

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ATTACHMENT 1 – INTERCONNECTION

ATTACHMENT 2 – ANCILLARY SERVICES

ATTACHMENT 3 – INTENTIONALLY LEFT BLANK

ATTACHMENT 4 – LOCAL NUMBER PORTABILITY

ATTACHMENT 5 – INTENTIONALLY LEFT BLANK

ATTACHMENT 6 – INTENTIONALLY LEFT BLANK

ATTACHMENT 7 - PRICING

AGREEMENT FOR LOCAL INTERCONNECTION

This Agreement For Local Interconnection ("Agreement") made this 1st day of August, 2009, is by and between Citizens Telecommunications Company of Tennessee L.L.C. and Citizens Telecommunications Company of the Volunteer State LLC, both limited liability companies, having their principal place of business at 180 South Clinton Avenue, Rochester, New York 14646 (collectively, "Frontier") and Charter Fiberlink - Tennessee, LLC, a 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".

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.

2.3. Act means the Communications Act of 1934, as amended from time to time.

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 Tennessee Regulatory Authority.

2.7. Competitive Local Exchange Carrier (CLEC) means a telecommunications carrier certified by the Commission to provide local exchange service.

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 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.
- 2.13 Enhanced Services shall 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. Without limiting the foregoing, internet, information services, voicemail, and so-called "chat line" services are Enhanced Services.
- 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.
- 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.
- 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.
- 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.
- 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.
- 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.

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.

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 twelve (12) consecutive months.

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 provisions of this Agreement permitting the suspension or discontinuance of service for non-payment of any sums due Frontier.

3.4 Frontier reserves the right to increase the deposit requirements when the current deposit does not cover two (2) months billing.

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, 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.

SECTION 5. SERVICE TO END USER

5.1 Carrier will be the 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.

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.

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 if service will materially jeopardize the reliability or efficiency of Frontier's network or materially interfere with or prevent other persons from using their service, or otherwise materially impairs the quality of service to other carriers or to End Users.

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.

5.8 It will be the responsibility of each Party to program and update its own switches and network systems to recognize and route traffic to each Party's assigned NXX codes at all times. Neither Party will impose fees or charges on the other Party for such required programming and updating activities. Each Party shall complete the programming of its switches and network systems to route traffic to Carrier's assigned NXX codes within industry standard intervals after receiving a LERG update relating to any such code. If a Party has failed to so program and update its switches and network systems within such industry standard intervals, such Party shall do so within forty-eight (48) hours after receiving a request from the other Party.

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.

6.3 [Intentionally Deleted.]

6.4 Letter of Authorization. Each Party is responsible for obtaining a Letter of Authorization (LOA) or Third Party Verification (TPV) from each End User initiating transfer of service from one Party to the other Party, if necessary. The Party obtaining the LOA or TPV is required to maintain the original document or recording in accordance with applicable legal or regulatory requirements. If there is a conflict between an End User and a Party regarding the disconnection or provision of services, the other Party will honor the

latest dated Letter of Authorization or TPV, but the Party subject to the End User dispute will in any event be responsible to pay any applicable service order charge for any order it has placed.

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.

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.

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 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.

6.11 Expedited Transfer of Service Requests. Neither Party may (a) request the other Party to process a transfer of service request on an expedited basis, or (b) assess an expedite charge with respect to a transfer of service request.

6.12 Transfer of Service Requests - Service Date Modifications/Cancellations. Either Party may request to cancel or to change the due date of a transfer of service request. Neither Party will charge the other Party for a cancellation of a transfer of service request submitted prior to the scheduled due date. Supplemental order charges, as listed in Attachment 7, Pricing, will apply to a Party's request to cancel or to change the due date of a transfer of service request, as follows: (a) a due date change charge will apply to the fourth and subsequent request(s) to change the due date with respect to the same transfer of service request if submitted prior to the scheduled due date; and (b) a late notification charge will apply to a request either to cancel or to change a due date of a transfer of service request submitted on the scheduled due date. Notwithstanding anything in this Section 6.12 to the contrary, neither Party will assess any charges (including, without limitation, late notification charges) on the other Party for a request to cancel or to change a due date of a transfer of service request for which such Party did not return a firm order commitment ("FOC") within twenty-four (24) hours after receipt of a valid initial transfer of service request; provided, however, that such twenty-four (24) hour period is only measured during business days (i.e., exclusive of weekends and nationally-recognized holidays).

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 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 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 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 court having jurisdiction over the Parties and the dispute. 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.

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;

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, Carrier

or Frontier may, on thirty (30) days' written notice require that the affected terms of this Agreement be renegotiated, and the Parties shall renegotiate in good faith such mutually acceptable new terms as may be required. In the event the Parties cannot agree on an amendment within sixty (60) days from the date 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.

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. 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.

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.

SECTION 12. TERM OF AGREEMENT

12.1 This Agreement will become effective upon execution of the Agreement by both parties and will continue for a period of 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 any new negotiated or arbitrated rates will be subject to true-up as of the termination date of this Agreement.

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 Section 13 (including all subparts) will only apply if Carrier orders collocation with Frontier under this Agreement.

13.2 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.

(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.

(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) 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.

(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

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, 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.

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. 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.

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.

SECTION 18. INDEMNITY

18.1 Each Party will 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 negligence and/or 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 for which the other Party is responsible hereunder.

18.2 Each Party will 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 Frontier 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 a Party arising out of or in connection with services provided to the End User Customer by such Party, such Party shall defend and indemnify the other Party and its officers, directors, employees and agents against any and all such claims or loss by such End User Customer.

SECTION 19. DISCLAIMER OF WARRANTIES

19.1 NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT (INCLUDING WITHOUT LIMITATION THE PARTIES' RESPECTIVE INDEMNIFICATION OBLIGATIONS), THE PARTIES AGREE THAT NEITHER PARTY HAS MADE, AND THAT THERE DOES NOT EXIST, ANY WARRANTY, EXPRESS OR IMPLIED, THAT THE USE BY EITHER PARTY OF FACILITIES, ARRANGEMENTS, OR SERVICES PROVIDED BY 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 of a Party, of any right, obligation or duty, or of any other interest hereunder, in whole or in part, without the prior written consent of the other Party, 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 of a Party 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.

SECTION 21. CONTROLLING LAW

This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations, and the Commission Rules and Regulations, except insofar as state law may control any aspect of this Agreement, in which case the domestic laws of the state of 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. 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 shall be sent to:

TO CARRIER

Charter Fiberlink - Tennessee, LLC
Attention: Corporate Telephone - TELCO COSTS
12045 Powerscourt Drive
St. Louis, Missouri 63131

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 of amounts due under this Agreement. All bills dated as set forth above will be due on or before the next bill date, 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 next business day 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. Each Party will accept invoices transmitted electronically by a billing Party, unless the receiving Party notifies the billing Party that it is not technically feasible for it to receive invoices in such electronic format.

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 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. 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.

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 charge.

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 late payment charge set forth in Section 24.3.4.

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 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 shall be 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less.

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.

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 shall not be deemed "amounts due hereunder" for the purpose of this provision. Neither Party shall withhold or set off undisputed amounts.

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;
- (2) refuse to complete any pending orders for additional services until such amounts have been paid, and/or;
- (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 paid.

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.

25.1.3 [Intentionally Omitted]

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 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 the other Party in accordance with the terms provided herein.

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.

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.

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.

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 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.

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:

TO CARRIER:

Charter Communications, Inc.
Attn: Legal Department - Telephone
12405 Powerscourt Drive
St Louis, Missouri 63131
314-965-6640 (fax)

WITH A COPY TO:

Charter Communications, Inc.
Attn: Corporate Telephone – Carrier Relations
12405 Powerscourt Drive
St. Louis, Missouri 63131
314-288-3555 (fax)

AND

Charles A. Hudak, Esq.
Friend, Hudak & Harris, LLP
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346
770-395-0000 (fax)

TO FRONTIER:

Frontier Communications
Attn: Kim Czak, AVP, Carrier Services
180 South Clinton Avenue
Rochester, NY 14646
Tel. No. 585-777-7124

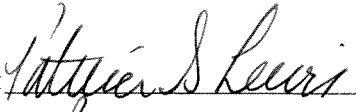
With copy to:

Frontier Communications
Attn: Associate General Counsel
180 S. Clinton Ave, 7th Floor
Rochester, NY 14646

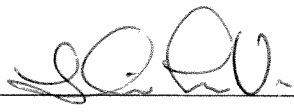
If personal delivery is selected to give notice, a receipt of such delivery shall be obtained. The address to which notices or communications may be given to either Party may be changed by written notice given by such Party to the other pursuant to this Section.

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

Charter Fiberlink - Tennessee, LLC
By: Charter Communications, Inc., its Manager

By: 
Typed: PATRICIA S LEWIS
Title: VP SERVICE FULFILLMENT
Date: 8/4/09

Citizens Telecommunications Company of
Tennessee L.L.C. and Citizens
Telecommunications Company of the Volunteer
State LLC

By: 
Typed: ~~Chris Eldredge~~ STEPHEN EVANS
Title: SVP, Carrier Sales and Services
Date: 8/17/09

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. As of the date of this Agreement, the Parties have established the following POIs for direct interconnection between their respective networks:

See Attachment 7 – Exhibit A

The POIs set forth in Attachment 7 – Exhibit A above (or as established in accordance with Section 1.2), 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.

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.

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. 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.

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, they will be provided during the term of this Agreement at the fixed rates 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 911/E911 traffic from Carrier will be processed.

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. 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 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.

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, 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.

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.

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 third party tandem provider 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 traffic being exchanged between Carrier's network and a Frontier network reaches the centum call seconds equivalent of one DS-1 (i.e., 512 busy hour centum call seconds) 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's network and the Frontier network for which such threshold has been met.

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.

1.13 Fiber Meet. "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.

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.

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) 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.

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

4.1 The Parties agree to exchange 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.

4.1.1 Neither Party expects to terminate material amounts of ISP Bound Traffic to the other Party, and to the extent the Parties terminate ISP Bound Traffic they expect the volume of 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 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.

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 Enhanced Services Traffic and de minimus amounts of 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 (where applicable).

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 and Transit Service traffic, shall be terminated to a Party subject to that Party's tariffed access charges.

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.

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

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 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. Frontier shall provide Carrier subscriber listings, excluding non-published telephone numbers, to other directory publishers 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.

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.

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 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.

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.

1.10 The Parties acknowledge and agree that, as of the date of this Agreement, each Party has a relationship with the same national database provider of 411 services and that each Party will make available to its customer(s), who dial 411 and request a 411 listing of a customer of the other Party, the 411 listing information of such other Party's customer(s), so long as such other Party has submitted its customer's information to the 411 database provider. If, during the term of this Agreement, either Party ceases to have a relationship with such national database provider of 411 services, the Parties shall promptly amend this Agreement to add terms and conditions for the provision of 411 services to ensure the continued availability of 411 service to both Parties' customers.

ATTACHMENT 3

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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.

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 superceded 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.

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.

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 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.

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

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.

² **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.

³ 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

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ATTACHMENT 6

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ATTACHMENT 7

PRICING

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.

1.2 **[Intentionally Omitted]**

1.3 **[Intentionally Omitted]**

1.4 Supplemental Order Charges - Supplemental order charges will apply to a request to cancel or to change the due date of a transfer of service request as described in Section 6.12 of the Agreement. For a due date change the charge per order is \$8.00*, for a cancellation there is no charge, for a late notification-due date change the charge per order is \$8.00, for a late notification-cancellation the charge per order is \$8.00. *The due date change charge will apply to the fourth and subsequent request(s) to change the due date with respect to the same transfer of service request if submitted prior to the scheduled due date. A request to change the due date of a transfer of service request submitted on the scheduled due date will result in a charge for a late notification - due date change, but not a charge for a due date change.

1.5 OTHER MISCELLANEOUS CHARGES

1.5.1 Expedite Charge - An expedite charge applies when a Party requests a service due date sooner than the standard interval due date for such service, provided that the rate for the requested service is set forth in this Agreement. Notwithstanding the foregoing, neither Party may (a) request the other Party to process a transfer of service request on an expedited basis, or (b) assess an expedite charge with respect to a transfer of service request.

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

The Party to which the end user is transferring service is responsible for creating the subscription version(s) in the NPAC prior to the applicable concurrence window. In the event that such Party does not create the subscription version(s) within the prescribed time frame, the Party to which the end user is transferring service is responsible for notifying the other Party during regular business hours of the need to concur. Failure to do so may result in a delayed porting. Neither Party may assess a concurrence charge on the other Party for any transfer of service request needing concurrence.

NONRECURRING
No Charge

Exhibit A

Interconnection Trunking Arrangements
and
Specified Points of Interconnection

Frontier Switch Location (CLLI CODE)	Charter Fiberlink POI (CLLI CODE)	Frontier Rate Center	Charter NPA NXX
CSVLTNXADS0	CSVLTNXA4MD	Crossville	931-456
MARTTNXADS0	MARTTNXAAMD	Martin	731-261
CKVLTNXA71T	CKVLTNXAIMD	Cookesville	931-528
SHRNTNXADS0	SHRNTNXA7MD	Sharon	731-456
DRSDTNXADS0	DRSDTNXA7MD	Dresden	731-364

Exhibit B

Labor Rates:

(1) During normal business hours, all	
Labor beyond normal assistance is	
Charged at the hourly rate	
- per technician, per hour, or portion	47.00
Thereof	
(2) All service provided after normal	
business hours	
- Charge for the first 4 hours, or	
Portion thereof	284.00
- Charge for additional hours, or	
Portion thereof	71.00
911 Trunks:	
- per DS1 911 trunk (MRC)	600.00*
* During effectiveness of Agreement and only where Frontier operates the 911 tandem/router.	



Disaster Recovery Plan

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1.0 PURPOSE

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

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

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

2.0 SINGLE POINT OF CONTACT

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

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

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

3.0 IDENTIFYING THE PROBLEM

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

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

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

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



3.1 SITE CONTROL

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

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

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

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

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

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

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

3.2 ENVIRONMENTAL CONCERNS

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

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



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

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

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

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

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

4.0 RESTORATION CONTROL CENTER (RCC)

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

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

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

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

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



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

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

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

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

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

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

5.0 RECOVERY PROCEDURES

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

5.1 CLEC OUTAGE

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



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

5.2 FRONTIER COMMUNICATIONS OUTAGE

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

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

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

5.2.1 Loss of a Central Office

When Frontier Communications loses a Central Office, the RCC will

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

5.2.2 Loss of a Central Office with Serving Wire Center Functions

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

5.2.3 Loss of a Central Office with Tandem Functions

When Frontier Communications loses a Central Office building that serves as an Access Tandem and as a SWC,



the RCC will

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

5.2.4 Loss of a Facility Hub

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

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

5.3 COMBINED OUTAGE (CLEC AND FRONTIER COMMUNICATIONS' EQUIPMENT)

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



6.0 T1 IDENTIFICATION PROCEDURES

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

7.0 ACRONYMS

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

8.0 HURRICANE INFORMATION

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

9.0 FRONTIER COMMUNICATIONS DISASTER MANAGEMENT PLAN

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