

SCANNED

PENDING PETITION MEMO

Date: 8/29/2007

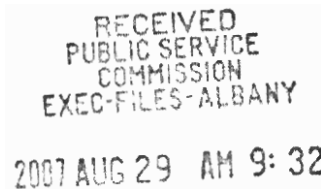
TO : Office of Telecommunications
Office of General Counsel

FROM: CENTRAL OPERATIONS

UTILITY: FRONTIER COMMUNICATIONS OF AUSABLE VALLEY, INC

SUBJECT: 07-C-1029

Petition of Frontier Communications of AuSable Valley, Inc., Frontier Communications of Sylvan Lake, Inc., Frontier communications of New York, Inc., Frontier Communications of Seneca-Gorham, Inc. and Ogden Telephone Co. for Approval of an Interconnection Agreement with Level # 3 Communications, LLC.



Legal Department
180 South Clinton Avenue
Rochester, NY 14646-0700

Tel: 585.777.7270
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gregg.sayre@frontiercorp.com

August 24, 2007

Honorable Jaclyn A. Brilling
Secretary
New York Public Service Commission
Three Empire State Plaza
Albany, NY 12223-1350

RE: Filing of Agreement for Local Interconnection and Amendments One and Two to the Agreement for Local Interconnection between Frontier Communications of AuSable Valley, Inc., Frontier Communications of Sylvan Lake, Inc., Frontier Communications of New York, Inc., Frontier Communications of Seneca-Gorham, Inc. and Ogden Telephone Company ("Frontier"), and Level 3 Communications, LLC

Dear Secretary Brilling:

In accordance with Section 252(e) of the Telecommunications Act of 1996 (the "Act"), **Frontier Communications of AuSable Valley, Inc., Frontier Communications of Sylvan Lake, Inc., Frontier Communications of New York, Inc., Frontier Communications of Seneca-Gorham, Inc. and Ogden Telephone Company ("Frontier")** are herewith filing an ***Agreement for Local Interconnection and Amendments One and Two to the Agreement for Local Interconnection*** between Frontier and **Level 3 Communications, LLC** governing interconnection arrangements in Frontier's service area. This Agreement is submitted for Commission approval under Sections 252(e)(1) and (e)(2), and is an adoption by Level 3 Communications, LLC of the Interconnection Agreement currently in effect between Sprint Communications Company, LP and the Frontier New York companies.

The Act specifies in Section 252(e)(4) that, if a state agency does not act to approve or reject an agreement reached by negotiation within ninety (90) days following the filing, it shall be deemed approved.

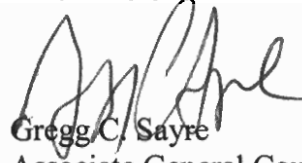
Please acknowledge your receipt of the above-referenced Agreement by date-stamping the enclosed photocopy of this transmittal letter and returning it to me in the self-addressed post-paid envelope I have provided.

Level 3 Communications, LLC is represented by:

Rick Thayer
Level 3 Communications, LLC
1025 Eldorado Blvd.
Broomfield, CO 80021
Tel: (720) 888-2620

If you have any questions regarding this matter, please feel free to call me at
(585) 777-7270.

Very truly yours,



Gregg C. Sayre
Associate General Counsel –
Eastern Region

GCS/hmj

Encl. (original + 15 copies)

cc: Rick Thayer – Level 3 Communications, LLC
Jenny Smith – Interconnection Manager, Frontier/Citizens

AMENDMENT ONE TO THE AGREEMENT FOR LOCAL INTERCONNECTION

This Amendment One to the Agreement for Local Interconnection (the "Agreement") between Frontier Communications of AuSable Valley, Inc., Frontier Communications of Sylvan Lake, Inc., Frontier Communications of New York, Inc., Frontier Communications of Seneca-Gorham, Inc. and Ogden Telephone Company, all New York corporations ("Frontier/Citizens") and Level 3 Communications, LLC as defined in the Agreement ("Level 3") is made this 1st day of April, 2007. Frontier/Citizens and Level 3 are referred to herein collectively as the "Parties".

Frontier/Citizens entered into the Agreement on April 1, 2007.

Frontier/Citizens desire to amend this Agreement.

In consideration to the mutual promises and covenants contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. Replace the existing language under Attachment 1 – Interconnection, Section 2 – Interconnection Trunking Arrangements with the following revised Section 2 in order to allow for the Parties to exchange Local Traffic and EAS traffic indirectly either through a third party tandem or with a third party through a designated Frontier/Citizens' tandem.

SECTION 2. Interconnection Trunking Arrangements

2.1 The Parties will interconnect their networks directly or indirectly as specified in the terms and conditions contained herein. POIs set forth in this Attachment, may be modified from time to time by either Party only with the written consent of the other Party. Level 3 will agree to establish each POI at a technically feasible point on Frontier/Citizens network.

2.2 Direct Interconnection is required at one or more of the following locations:

a) POI at the Frontier/Citizens tandem office, where available, which will provide switched Interconnection to Frontier/Citizens End Users served by subtending host and remote offices. This POI may allow Frontier/Citizens to provide Transit Service.

b) POI at the Frontier/Citizens Host Office, which will provide switched Interconnection to Frontier/Citizens' End Users' served by that host office and subtending remote offices.

2.3 The Parties agree to exchange Local Traffic indirectly, either by use of a third party tandem or with a third party through a designated Frontier/Citizens' tandem. When Local Traffic reaches a certain volume Section 2.3.1 below will apply.

2.3.1 The Parties agree that a direct interconnection is mutually beneficial and desirable when the volume of Telecommunications Traffic exchanged between the Parties equals or exceeds a DS1 level each month over three (3) consecutive months. If such level of indirect traffic is reached between Level 3's network and a given Frontier/Citizens end office, the Parties will negotiate in good faith the mutual need for a direct interconnection between Level 3's network and the affected Frontier/Citizens end office.

2.4 In order for Level 3 to establish a POI, a request will need to be submitted using the POI Request Form located at www.frontieronline.com.

2.6 Level 3 will be responsible for establishing separate trunk groups for:

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

2.6.2 Exchange Access Services to enable Interexchange carriers to originate and terminate traffic from/to Level 3 or for Level 3 and Frontier/Citizens to exchange traffic other than Local Traffic.

2.6.3 Transit Service traffic, when connected to a Frontier/Citizens tandem.

2.6.4 The Parties' services as interexchange service providers are subject to each Party's respective access tariffs provided that Level 3's access tariffs are not higher than Frontier/Citizens' access tariff pursuant to FCC rules.

2.6.5 Connecting Level 3's switch to the applicable E911 routers. If Level 3 purchases such services from Frontier/Citizens, they will be provided at full applicable tariff rates. For all 911/E911 traffic originating from Level 3, it is the responsibility of Level 3 and the appropriate state or local public safety answering agency to negotiate the manner in which 911/E911 traffic from Level 3 will be processed.

2.7. Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI, however, should Frontier/Citizens be required to modify its network to accommodate the interconnection request made by Level 3, Level 3 agrees to pay Frontier/Citizens reasonable charges for such modifications. If Level 3 uses a third party network to reach the POI, Level 3 will bear all third party carrier charges for facilities and traffic in both directions on its side of the POI.

2.8 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.

2.9 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 Tandem Transiting charges where Frontier/Citizens' Tandem is used to reach a third party's network. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for interconnection between the Parties are set forth per Industry Standards, attached hereto and 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/LSR as referenced in Frontier/Citizens' Local Interconnection Guide.

2.10 Level 3 will not expect Frontier/Citizens' local end office switches to act as a tandem on Level 3's behalf nor will Frontier/Citizens expect Level 3's local end office switches to act as a tandem on Frontier/Citizens' behalf.

2.11. This Agreement is applicable only to Frontier/Citizens' serving areas. Frontier/Citizens will not be responsible for interconnections or contracts relating to any Level 3's interconnection with any other Level 3.

All other terms and conditions of the Agreement will remain in full force and effect.

LEVEL 3 COMMUNICATIONS, LLC

By: _____

Name: Andrew Avalos

Title: Vice President

Date: 5/9/07

FRONTIER

By: _____

Name: MELINDA WHITE

Title: SR VP - COMMERCIAL SALES & MKT

Date: 6/5/07

AMENDMENT TWO TO THE AGREEMENT FOR LOCAL INTERCONNECTION

This Amendment Two to the Agreement for Local Interconnection (the "Agreement") between Frontier Communications of AuSable Valley, Inc., Frontier Communications of Sylvan Lake, Inc., Frontier Communications of New York, Inc., Frontier Communications of Seneca-Gorham, Inc. and Ogden Telephone Company, all New York corporations ("Frontier/Citizens") and Level 3 Communications, LLC as defined in the Agreement ("Level 3") is made this 1st day of April, 2007. Frontier/Citizens and Level 3 are referred to herein collectively as the "Parties".

Frontier/Citizens entered into the Agreement on April 1, 2007.

Frontier/Citizens desire to amend this Agreement.

In consideration to the mutual promises and covenants contained herein, and for other good and valuable consideration, the Parties agree as follows:

1. Replace the existing language under **Section 19. Controlling Law:**

ORIGINAL LANGUAGE

This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations, and the Georgia Public Utilities 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 Georgia, without regard to its conflicts of laws principles, shall govern.

NEW LANGUAGE

This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations, and the New York Public Utilities 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 New York, without regard to its conflicts of laws principles, shall govern.

2. Include new **ATTACHMENT 2 LOCAL NUMBER PORTABILITY**

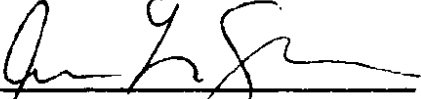
Attached to this Amendment

3. Update **ATTACHMENT 5 PRICING**

Attached to this Amendment

All other terms and conditions of the Agreement will remain in full force and effect.

LEVEL 3 COMMUNICATIONS, LLC

By: 

Name: Andrew Gavulus

Title: Vice President

Date: 5/2/07

FRONTIER

By: 

Name: MELINDA WHITE

Title: SA VP-Commercial Sales & MKTG

Date: 6/5/07

ATTACHMENT 2

LOCAL NUMBER PORTABILITY

ATTACHMENT 2 – 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.

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's rate center, which is associated with the NXX of the ported number.

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

1.3 Obligations of Parties

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

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

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

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

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

Each Party is responsible for the following:

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

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

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

PRICING

ATTACHMENT 3

PRICING

Attachment 5 – 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 Carrier will provide accurate Calling Party Number ("CPN") and/or Automatic Number Identification ("ANI") on at least ninety-five percent (95%) of all traffic delivered to the POI. Where CPN and/or ANI is not provided, Carrier agrees to pay the applicable intrastate terminating access charges for such traffic.

1.2 **Supplemental PON Charges**

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

Supplement # 1

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

Charge - \$14.38

Supplement # 2

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

Supplement # 3

Other - Any other change to the request.

Supp 2 & 3 Charges are as follows:

Order Type	Residence Resale	Business Resale	Residence Porting	Business Porting	Residence ULL/UNE	Business ULL/UNE
Charge Per Order	\$11.01	\$17.83	\$11.01	\$17.83	\$8.86	\$14.34
*Expedite Charge will be applied (\$35.20 per telephone number) for any Portings stopped on the DD & subsequently reappointed with a new Due Date.						

1.3 **OTHER MISCELLENEOUS CHARGES**

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

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

NONRECURRING

Residence \$35.20
Business \$35.20

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

1.3.2 **Preferential/Vanity Numbers**

NONRECURRING

Residence \$42.33
Business \$84.45

1.3.3 **Concurrence Charge**

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

NONRECURRING

Residence	\$11.01
Business	\$17.83

**AGREEMENT FOR
LOCAL INTERCONNECTION**

between

**Frontier Communications of AuSable Valley, Inc.
Frontier Communications of Sylvan Lake, Inc.
Frontier Communications of New York, Inc.
Frontier Communications of Seneca-Gorham, Inc.
Ogden Telephone Company**

and

LEVEL 3 COMMUNICATIONS, LLC

Dated:

**AGREEMENT FOR
LOCAL INTERCONNECTION**

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ATTACHMENT 1 – INTERCONNECTION

**EXHIBIT A – INTERCONNECTION TRUNKING ARRANGEMENT &
SPECIFIED POINTS OF INTERCONNECTION**

ATTACHMENT 2 – LEFT BLANK FOR FUTURE USE

ATTACHMENT 3 – LEFT BLANK FOR FUTURE USE

ATTACHMENT 4 – LEFT BLANK FOR FUTURE USE

ATTACHMENT 5 - PRICING

**AGREEMENT FOR
LOCAL INTERCONNECTION**

This Agreement For Local Interconnection ("Agreement") made this 13th day of January, 2004, is by and between Frontier Communications of AuSable Valley, Inc., Frontier Communications of Sylvan Lake, Inc., Frontier Communications of New York, Inc., Frontier Communications of Seneca-Gorham, Inc. and Ogden Telephone Company, all New York corporations, having its principal place of business at 180 South Clinton Avenue, Rochester, New York 14646 ("Frontier/Citizens") and Level 3 Communications LLC and its affiliates, which affiliates have been granted a CPCN as common carriers in the state of New York, having its principal place of business at 1025 Eldorado Boulevard, Broomfield, Colorado 80021 (collectively "Carrier"). Frontier/Citizens and Carrier may also be referred to herein singularly as a "Party" or collectively as "the Parties".

SECTION 1. RECITALS AND PRINCIPLES

Frontier/Citizens is a telecommunications company authorized to provide telecommunications services in the State of New York; and

Carrier is a telecommunications company authorized by the Commission to provide local exchange telecommunications services in the State of New York; 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/Citizens 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 customers 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 request for interconnection.

2.3. Act means the Telecommunications Act of 1996, 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. Bona Fide Request or "BFR" means a request for a new interconnection or unbundled element not already available in this Agreement for the provision of local telecommunications services.

2.6. Competitive Local Exchange Carrier means any company or person authorized to provide local exchange services in competition with an ILEC.

2.7. CLLI Codes means Common Language Location Identifier Codes

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

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

2.10 **DS3** is a digital signal rate of 44.736 Mbps.

2.11 **Enhanced Services** shall refer to 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. Internet, information services, voicemail, and so-called "chat line" services are enhanced services.

2.12. **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.

2.13. **Interconnection** in this Agreement is as defined in the Act.

2.14. **Internet Service Provider (ISP) Bound Traffic** means traffic delivered to a provider of Internet Services and which, pursuant to applicable commission decisions, rules, and law, is appropriately rated as a local call and not subject to reciprocal compensation pursuant to Section 251(b)(5) of the Act.

2.15. **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.

2.16. **Local Traffic** shall refer to calls originated by one Party's End Users and terminated by the other Party's End Users within the Local Exchange area as defined in Frontier/Citizens tariff's or an area where the Commission has approved Extended Area Service calling. Local calls must be actually originated by and actually terminated to parties physically located within the same local calling area. Local traffic will be based by the originating and terminating NPA-NXX of each call.

2.17. **Local Service Provider Guide** (the "Guide") means the document provided to Carrier by Frontier/Citizens, 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/Citizens. This document is to be used as reference only and is not a part of this agreement.

2.18. **Switched Access Service** means an offering of facilities for the purpose of the origination or termination of traffic from or to local exchange service customers in a given area pursuant to a switched access tariff.

2.19 **Meet-Point Billing (MPB)** refers to a billing arrangement used when two telecommunications carriers jointly provide a Switched Access Service over meet point trunks, with each carrier receiving an appropriate share of the revenues. The access services will be billed using Switched Access rate structures, and the carriers will decide whether a single bill or multiple bill will be sent.

AGREEMENT FOR LOCAL INTERCONNECTION

2.20 Multiple Exchange Carrier Access Billing (MECAB) refers to the document prepared by the Billing Committee of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the Carrier Liaison Committee ("CLC") of the Alliance for Telecommunications Industry Solutions ("ATIS"). The MECAB document, published by ATIS/OBF-MECAB-006, contains the recommended guidelines for the billing of an access service provided by two or more LECs (including a LEC and a Carrier), or by one LEC, in two or more states within a single LATA.

2.21. Multiple Exchange Carriers Ordering and Design (MECOD) Guidelines for Access Services - Industry Support Interface, refers to the document developed by the Ordering/Provisioning Committee under auspices of the Ordering and Billing Forum ("OBF"), which functions under the auspices of the CLC of the ATIS. The MECOD document, published as Special Report SR STS-002643, establishes recommended guidelines for processing orders for access service, which is to be provided by two or more LECs (including a LEC and a Carrier).

2.22 Network Interface Device (NID) is a device that connects the inside wire at the end user's customer premises to a telephone network.

2.23. Point of Interconnection (POI) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging local traffic.

2.24 Rating Point is the V&H coordinates associated with a particular telephone number for rating purposes.

2.25. Reciprocal Compensation is as Described in the Act.

2.26 Wire Center denotes a building or space within a building, which serves as an aggregation point on a given carrier's network, where transmission facilities and circuits are connected or switched. Wire Center can also denote a building in which one or more central offices, used for the provision of basic exchange services and access services, are located. A wire center is the location of one or more local switching systems, a point at which end users' loops converge.

SECTION 3. DEPOSIT and ADVANCE PAYMENT REQUIREMENTS

3.1 Carrier will not be required to pay Frontier/Citizens a deposit before Frontier/Citizens is required to perform under this agreement unless Carrier has not established a good payment history with Frontier/Citizens. 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.

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/Citizens' regulations as to advance payments and the prompt payment of bills on presentation nor, does it constitute a waiver or modification of the regular practices of Frontier/Citizens providing for the discontinuance of service for non-payment of any sums due Frontier/Citizens.

3.4. Frontier/Citizens reserves the right to increase the deposit requirements when, the conditions justify such action; such conditions include but are not limited to: current deposit does not cover two (2) months billing, history of late payment, or reconnection after disconnection for non-payment.

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. COORDINATION OF TRANSFER OF SERVICE (EXCLUDING RESALE)

4.1. **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.

4.2. **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/Citizens may describe some of these procedures in its Guide. Reference to Frontier/Citizens' 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 in this Section. If any provision contained in this main body of the Agreement and Frontier/Citizens' Guide cannot be reasonably construed or interpreted to avoid conflict, the provision contained in this main body of this Agreement shall apply.

4.3. **Coordinated Transfer of Service Activities.** There will be no premium charges between the Parties or compensation provided by one Party to the other Party for the coordinated transfer of service activities between the hours of 8:00 a.m. and 5:00 p.m. The Parties may charge for the coordinated transfer of service activities scheduled outside of the specified hours at the usual and customary hourly labor rates.

4.4. **Letter of Authorization.** Each Party is responsible for obtaining a Letter of Authorization (LOA) from each end user initiating transfer of service from one Party to the other Party. The Party obtaining the LOA from the end user will furnish it to the other Party upon request. The Party obtaining the LOA is required to maintain the original document, for a minimum of twenty-four (24) months from the date of signature. Such LOA may be a blanket LOA or other form agreed upon between Frontier/Citizens and Carrier authorizing the release of such information to the other Party or, if state or federal law provides otherwise, in accordance with such law. Transmission of the LOA by facsimile is preferred in order to expedite order processing.

4.5. If there is a conflict between an end user and the other Party regarding the disconnection or provision of services, Each Party will honor the latest dated Letter of Authorization. If the end user's service has not been disconnected and services have not yet been established, the other Party will be responsible to pay the applicable service order charge. If the end user's service has been disconnected and the end user's service is to be restored with the other Party, the other Party will be responsible to pay the applicable nonrecurring charges as set forth in the other Party's applicable tariff to restore the end user's prior service with the other Party.

4.6. **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, where available, provide a transfer of service announcement, where available, on the vacated telephone number. This announcement will provide details regarding the new number that must be dialed to reach this end user. The service announcement will be provided, where available, by the Party formerly providing service to the extent and at the price specified in the applicable tariff.

4.7. **Disconnect and Transfer of Service Announcement Coordination for Service Transfers with Change of Number.** 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 from which the end user is transferring will honor requests for disconnect and service announcement initiation, where available, from the Party to which the end user is transferring. 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 disconnect and service announcement initiation to coincide with the service transfer request date. The service announcement will be provided on the vacant number upon disconnect coinciding with the service transfer date. The Parties agree that the installation date will precede the disconnection date.

4.8. Disconnect and Coordination of Number Portability for Service Transfers without Change of Number. Where 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 disconnect and local number portability 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 call forwarding number to which the telephone number should be forwarded (Interim Number Portability) or the Location Routing Number (LRN) for LNP, and date service should be transferred using the industry standard LSR format. With LNP, the Parties will coordinate the disconnect, connect, and number portability activities in accordance with the North American Numbering Council (NANC) flows.

4.9. 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.

4.10. 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.

4.11. Access to the Network Interface Device (NID). Each Party will allow the other Party access to the customer 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 customer 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 customer side of the NID. Where a NID is of an older type not allowing access to the customer side of the NID, the Party to which the end user is transferring service must make a clean cut of the inside wire at the closest point to the NID.

4.12 Expedited Order Charge. Expedited order requests will be accepted where reasonable and practical but will be assessed an expedited order charge. The expedited order charges are listed in Attachment - 6, Pricing.

4.13 Service Date Modifications/ Customer Not Ready. Carrier may request a change in due date prior to the originally scheduled due date without additional charges if the new service date is requested during normal business hours and no additional or alternate workforce is needed to complete the modification. Alternate workforce is required when an increase in the complexity of the service order results in a higher per hour rate. If the new service date is changed to an earlier date, than expedited order charges will apply. If the request for modification to the service date occurs within twenty-four (24) hours of the scheduled due date, Carrier will be subject to charges for work and labor-related expenses already completed. If the due date change is requested due to a class of service change, additional and/or alternate workforce may be required and associated charges will apply. These charges will apply on a per occurrence basis.

SECTION 5. AUDIT

5.1 Subject to the terms and conditions of this Section, the restrictions set forth in Section 22 of the General Terms and Conditions 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 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.

5.2 Each Audited Party shall 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 procedures described in Section 6 of the General Terms and Conditions of this Agreement.

5.3 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.

5.4 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.

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

5.6 Upon (i) the discovery by either Party of the overcharges not previously reimbursed to the other Party or (ii) the resolution of disputed audits, each Party shall promptly reimburse to the Party thereto the amount of any overpayment together with interest thereon at a rate per month equal to the lesser of 1.5% or the maximum permitted legal rate of interest for the number of days from the latter of: (1) the date the paying Party notifies the other Party of a specific bona fide dispute or claim of overcharges in writing, specifying the billing accounts and the specific charges in question, or (2) the date of the overpayment through but excluding the date such reimbursement is made. In no event, however, shall interest be assessed on any previously assessed or accrued late payment charges.

SECTION 6. DISPUTE RESOLUTION

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

SECTION 7. 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:

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

7.2. War, revolution, civil commotion, acts of public enemies, blockade or embargo;

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

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

7.5. Delays caused by other service or equipment vendors;

7.6. Any other circumstance beyond the reasonable control of the Party affected;

then the Party affected, upon giving prompt notice to the other Party, will be excused from such performance on a day-for-day basis to the extent of such prevention, restriction, or interference (and the other Party will likewise be excused from performance of its obligations on a performance so prevented, restricted or interfered with); provided that the Party so affected will use its best efforts to avoid or remove such causes of nonperformance and both Parties will proceed to perform with dispatch whenever such causes are removed or cease.

SECTION 8. REGULATORY APPROVALS

8.1 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.

8.2 In the event the FCC or the Commission promulgates rules or regulations, rates or issues orders, or a court with appropriate jurisdiction issues orders, which make unlawful any provision of this Agreement, the Parties shall negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which are consistent with such rules, regulations or orders. In the event the Parties cannot agree on an amendment within thirty (30) days from the date any such rules, regulations or orders become effective, then the Parties shall resolve their dispute under the applicable procedures set forth in Section 6 (Dispute Resolution) hereof.

8.3 The Parties acknowledge that any terms of this Agreement were established pursuant to FCC and Commission orders. Any or all of the terms of this Agreement may be altered or abrogated by a successful challenge to the FCC's and Commission's decisions related to the Agreement as permitted by Applicable Law. By signing this Agreement, the Parties do not waive their right to pursue such a challenge.

8.4 The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation. Further, to the extent such law, rule, or regulation allows one or both Parties the choice to operate, unilaterally, in a manner contrary to the current term(s) and condition(s) of this Agreement, the Parties mutually agree to i) modify, in writing, the affected term(s) and condition(s), should both Parties choose to avail themselves of such law, rule, or regulation or ii) terminate this agreement.

SECTION 9. DIRECTORY LISTINGS AND DISTRIBUTION SERVICES

9.1. Carrier agrees to provide to Frontier/Citizens or its publisher, as specified by Frontier/Citizens, all subscriber list information (including additions, changes and deletions) for its customers and those of any resellers of Carrier services, located within Frontier/Citizens operating areas. It is the responsibility of the Carrier to submit directory listings in the prescribed manner to Frontier/Citizens prior to the directory listing publication cut-off date, which is posted at

www.frontieronline.com under Carrier Services then Directory Services.

9.2. Frontier/Citizens will include Carrier's End User primary listings in the appropriate sections of its telephone directories (residence and business listings) as well as in any electronic directories in which Frontier/Citizens' own End Users are ordinarily included. Listings of Carrier's End Users will be interfiled with listings of Frontier/Citizens' Customers and the Customers of other LECs, in the local section of Frontier/Citizens' directories.

9.3 Carrier will identify any of these subscribers that are "non-published" customers. Carrier will provide Frontier/Citizens with the directory information for all its End Users in the format specified in the Frontier/Citizens' Guide. Subscriber list information will include customer name, address, telephone number, appropriate classified heading and all other pertinent data elements as requested by Frontier/Citizens 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/Citizens or its publisher.

9.4 Carrier's End Users' standard primary listing information in the telephone directories will be provided at no charge. Carrier will pay Frontier/Citizens' tariffed charges for additional and foreign white page listings.

9.5 Both Parties will use their best efforts to ensure the accurate listing of Carrier's End User listings. Carrier is responsible for all listing questions and contacts with its customers including but not limited to queries, complaints, account maintenance, privacy requirements and services. Carrier will provide Frontier/Citizens with appropriate internal contact information to fulfill these requirements.

9.6 Frontier/Citizens will accord Carrier directory listing information the same level of confidentiality, which Frontier/Citizens accords its own directory listing information. Carrier grants Frontier/Citizens full authority to provide Carrier subscriber listings, excluding non-published telephone numbers, to other directory publishers and releases Frontier/Citizens and its publisher from any liability resulting from the provisioning of such listings. In exchange for Frontier/Citizens providing this subscriber list service, Frontier/Citizens will charge, bill, collect and retain any monies derived from the sale of Carrier listings to other directory publishers.

9.7 Frontier/Citizens 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. Frontier shall facilitate the distribution of listings in the book form ("Telephone Directories") to Carrier end users that are located in the area served by Frontier/Citizens. For Carrier end users whose listings are not maintained in a Frontier/Citizens database, Carrier shall provide the information needed for the distribution of listings in book form to such customers.

9.7.1 Carrier is responsible for sending to Frontier/Citizens at the posted date an approximate directory count for its end users for the purpose of ensuring an adequate quantity is printed.

9.7.2 Carrier is responsible for providing information that includes distribution address and book quantities to Frontier/Citizens. Frontier/Citizens will place the same restrictions on the Carrier's end users as it does for itself when assigning book quantities.

9.8 Carrier will adhere to all practices, standards, and ethical requirements of Frontier/Citizens with regard to listings, and, by providing Frontier/Citizens with listing information, warrants to Frontier/Citizens that Carrier has the right to place such listings on behalf of its End Users. Carrier agrees that it will undertake commercially practicable and reasonable steps to attempt to ensure that any business or person, to be listed, is authorized and has the right to provide the product or service offered, and to use any personal or corporate name, trade name, or language used in the listing. Carrier shall be solely responsible for knowing and adhering to state laws or rulings regarding listing information

and for supplying Frontier/Citizens with applicable listing information. In addition, Carrier agrees to release, defend, hold harmless and indemnify Frontier/Citizens 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/Citizens' listing of the information provided by Carrier hereunder.

9.9 Frontier/Citizens' liability to Carrier in the event of a Frontier/Citizens' error in or omission of a listing will not exceed the amount of charges actually paid by Carrier for such listing. In addition, Carrier agrees to take, with respect to its own End Users, all reasonable steps to ensure that its' and Frontier/Citizens' liability to Carrier's End Users in the event of a Frontier/Citizens' error in or omission of a listing will be subject to the same limitations that Frontier/Citizens' liability to its own End Users are subject to.

SECTION 10. ENTIRE AGREEMENT

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

SECTION 11. TERM OF AGREEMENT

11.1 This Agreement will become effective upon the first business day following the date this Agreement has been approved by the applicable regulatory authority or authorities and will continue for a period of one (1) year unless terminated earlier under the conditions set forth in this Section. This Agreement will be automatically renewed for successive periods of one (1) year 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 Citizens, 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 period. During any such renegotiation, the rates, terms and conditions of this Agreement will remain in effect until the effective date of the renegotiated agreement.

11.2 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:

11.2.1 If such material breach is for non-payment of amounts due hereunder, the breaching Party shall cure such breach within thirty (30) days of receiving such notice. The non-breaching Party shall be entitled to pursue all available legal and equitable remedies for such breach. Amounts disputed in good faith and withheld or set off shall not be deemed "amounts due hereunder" for the purpose of this provision. Neither Party shall withhold or set off undisputed amounts.

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;

(2) refuse to complete any pending orders for the Affected Services any time thereafter, and/or;

(3) on thirty (30) days' written notice by overnight delivery or certified U.S. mail, with a copy to the Georgia Public Utilities Commission, to the person designated to receive such notice, discontinue the provision of existing Affected Services at any time thereafter.

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

Frontier/Citizens reserves the right to refuse an application for an Affected Service made by any entity that owns or is substantially owned, directly or indirectly, by or is under common control with, Carrier, so long as Carrier or any such entity is indebted to Frontier/Citizens for the Affected Services previously furnished, until the indebtedness is satisfied. In the event that Affected Services are provided to Carrier or an entity that owns or is substantially owned, directly or indirectly, by or is under common control with, Carrier, such services may be terminated by Frontier/Citizens unless Carrier satisfies the indebtedness relating to the Affected Services within thirty (30) days after written notification. Such notification shall be made by certified U. S. mail to the person designated by Carrier to receive such notices. Copies of such notice shall be mailed to the Georgia Public Utilities Commission, concurrently with the mailing to Carrier.

11.3.2 If such material breach is for any failure to perform in accordance with this Agreement, which, in the sole judgment of the non-breaching Party, adversely affects the non-breaching Party's subscribers, the non-breaching Party shall give notice of the breach and the breaching Party shall cure such breach within a period of time equivalent to the applicable interval required by this Agreement, 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.

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

SECTION 12. EFFECTIVE DATE

This Agreement will become effective upon approval by the State Commission.

SECTION 13. 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 14. WAIVERS

14.1 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.

14.2 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.

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

14.4 By entering into this Agreement, neither Party waives any right granted to it pursuant to the Act.

SECTION 15. 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 16. LIMITATION OF LIABILITY

EXCEPT AS OTHERWISE PROVIDED HEREIN, NEITHER PARTY WILL BE LIABLE TO THE OTHER IN CONNECTION WITH THE PROVISION OR USE OF SERVICES PROVIDED UNDER THIS AGREEMENT. NEITHER PARTY WILL BE LIABLE TO THE OTHER FOR ANY LOSS, COST, CLAIM, INJURY, LIABILITY OR EXPENSE, INCLUDING REASONABLE ATTORNEY'S FEES, RELATING TO OR ARISING OUT OF ANY ORDINARY NEGLIGENT ACT OR OMISSION BY A PARTY. IN NO EVENT WILL EITHER PARTY BE LIABLE TO THE OTHER FOR ANY INDIRECT, SPECIAL, INCIDENTAL, OR CONSEQUENTIAL DAMAGES, INCLUDING, BUT NOT LIMITED TO, LOSS OF PROFITS, INCOME OR REVENUE, EVEN IF ADVISED OF THE POSSIBILITY THEREOF, WHETHER SUCH DAMAGES ARISE OUT OF BREACH OF CONTRACT, BREACH OF WARRANTY, NEGLIGENCE, STRICT LIABILITY, OR ANY OTHER THEORY OF LIABILITY AND WHETHER SUCH DAMAGES WERE FORESEEABLE OR NOT AT THE TIME THIS AGREEMENT WAS EXECUTED.

SECTION 17. INDEMNITY

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

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

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

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

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

17.3 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.

Notwithstanding any other provisions of this Agreement, Carrier shall defend and indemnify Frontier/Citizens and shall hold Frontier/Citizens harmless from and against any and all loss alleged to have been incurred by a customer of Carrier or any other third party to the extent such loss arises or is attributable to Carrier's performance or failure to perform.

SECTION 18. ASSIGNMENT

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

SECTION 19. CONTROLLING LAW

This Agreement shall be governed by and construed in accordance with the Act, the FCC's Rules and Regulations, and the Georgia Public Utilities 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 Georgia, without regard to its conflicts of laws principles, shall govern.

SECTION 20. SEVERABILITY

Subject to Section 8 - Regulatory Approvals, 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 21. CHARGES AND PAYMENTS

21.1 In consideration of the services provided by Frontier/Citizens under this Agreement, Carrier shall pay the charges set forth in this Agreement and in applicable tariffs. In consideration of the services

provided by Carrier under this Agreement, Frontier/Citizens shall pay the charges set forth in this Agreement. Invoices with charges set forth in this Agreement and in applicable tariffs shall be sent to:

To Carrier:
Level 3 Communications
Attn: Network Expense RM# 44A-04
1025 Eldorado Blvd.
Broomfield, CO 80021

To Frontier/Citizens:
Frontier, A Citizens Communications Company
Attention: Access Verification
14500 Burnhaven Dr. Suite 193
Burnsville, MN 55306

21.2 A monthly billing statement with a consistent, regular bill date shall be prepared by both Parties and will reflect the calculation of (i) reciprocal compensation due each Party and (ii) transit service compensation due Frontier/Citizens, and (iii) any other tariffed or contracted service due each Party. All bills dated as set forth above will be due thirty (30) days after the bill date or by the next bill date (i.e., the same date in the following month as the bill date), whichever is the shortest interval, except as provided herein, and are payable in immediately available funds. If such payment date would cause payment to be due on a Saturday, Sunday or Legal Holiday, payment for such bills will be due on the last business day preceding the Saturday, Sunday or Legal Holiday. If such bills are not received at least twenty (20) days prior to the payment due date, then the bill(s) shall be considered delayed. When a bill has been delayed, the due date will be extended by the number of days the bill was delayed, upon request of the receiving Party.

21.2.1 Parties will compensate each other on verifiable records of actual usage.

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

21.3.1 If any portion of an amount due to a Party (the "Billing Party") under this Agreement is subject to a bona fide dispute between the Parties, the Party billed (the Billed Party) shall within thirty (30) days of its receipt of the invoice containing such a disputed amount give written notice to the Billing Party of the amount it disputes ("Disputed Amounts") and include in such notice the specific details and reasons for disputing each item. The Billed Party shall pay when due all undisputed amounts to the Billing Party, and shall include a copy of the dispute with the payment of the undisputed amount.

21.3.2 In the event that a billing dispute is resolved in favor of the Billed Party, any payment of the disputed amount withheld pending settlement of the dispute shall not be subject to the late payment penalty.

21.3.3 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 penalty set forth in 21.3.4 following.

21.3.4 Undisputed amounts shall be paid when due as set forth in Section 21.2 above. If any portion of the payment is received by the Billing Party in funds that are not immediately available to the Billing Party, a late payment penalty shall be due to the Billing Party. The late payment penalty shall be 1.5% per month or 18% annually, or the maximum allowed by law, whichever is less.

21.4 Both Parties shall use the Dispute Resolutions procedures as described in Section 6.

21.5 In consideration of the services provided under this Agreement, the Parties shall pay the charges set forth in this Agreement and applicable tariffs. Any service provided, that is not identified in agreement will be governed by applicable tariffs.

SECTION 22. DEFAULT

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

SECTION 23. CONFIDENTIALITY AND PUBLICITY

23.1. All proprietary or confidential information ("Proprietary Information") disclosed by either Party during the negotiations and the term of this Agreement will be protected by both Parties in accordance with the terms of this Section 23.

23.2. As used in this Agreement, the term "Proprietary Information" will mean written, recorded, machine readable or other information provided in tangible form to one Party by the other Party regarding the above referenced subject matter and which is marked proprietary or confidential with the appropriate owner corporation name, e.g., "Frontier/Citizens Proprietary". Information disclosed orally will not be considered proprietary unless such information is reduced to writing by the disclosing Party and a copy is delivered to the other Party within thirty (30) business days after such oral disclosure. The writing will also state the place, date and person(s) to whom disclosure was made.

23.3. Each Party agrees that it will not disclose any Proprietary Information of the other Party in whole or in part, including derivations, to any third party for a period of three (3) years from the date of disclosure unless the Parties agree to modify this Agreement to provide for a different nondisclosure period for specific materials. Neither Party will be liable for inadvertent or accidental disclosure of Proprietary Information of the other Party provided that:

23.3.1. each Party uses at least the same degree of care in safeguarding such Proprietary Information as it uses for its own proprietary information of like importance, and such degree of care will be reasonably calculated to prevent such inadvertent disclosure;

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

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

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

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

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

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

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

23.4.5. is approved for release by written authorization of the disclosing Party; or

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

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

23.5. 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.

23.6. 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.

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

23.8. 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 24. NO RIGHTS TO THIRD PARTIES

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

SECTION 25. 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 26. 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 27. NOTICES

Except as otherwise provided herein, all notices or other communication hereunder shall be deemed to have been duly given when made in writing and delivered in person or deposited in the United States mail, Level 3 adoption of Sprint CLEC final FTR NY Companies final 041607.doc

certified mail, postage prepaid, return receipt requested, or delivered by prepaid overnight express mail, and addressed as follows:

To Carrier:

Level 3 Communications, LLC
Attn: Director, InterCarrier Policy
1025 Eldorado Blvd
Broomfield, CO 80021

With copy to:

Level 3 Communications, LLC
Attn: General Counsel
1025 Eldorado Blvd.
Broomfield, CO 80021

To Frontier/Citizens:

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

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 27.

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

CARRIER

By: 

Typed: Andrew Gavalas

Title: Vice President

Date: 5/1/07

FRONTIER/CITIZENS

By: 

Typed: MELINDA WHITE

Title: SR VP - COMMERCIAL SALES & MKTG

Date: 6/5/07

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. Definitions

1.1. "Interconnection" denotes transmission and switching facilities used for the exchange of Local Traffic between Frontier/Citizens and the Carrier.

1.2 Transit Service – Is the delivery of certain traffic between Carrier and a third party ILEC, CLEC or CMRS provider by Frontier/Citizens. 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/Citizens' tandem and terminated to Carrier.

SECTION 2. Interconnection Trunking Arrangements

2.1 The Parties will interconnect their networks as specified in the terms and conditions contained in Exhibit A attached hereto and incorporated by reference. POIs set forth in this Agreement, 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. Carrier will agree to establish each POI at a technically feasible point on Frontier/Citizens network with Frontier/Citizens. In order to gain connectivity the POI is required at one of the following locations:

- a) POI at the Frontier/Citizens Tandem Office where available, and;
- b) POI at the Frontier Citizens Host Office;
- c) POI at the Frontier/Citizens Tandem or Host Office for a Frontier/Citizens remote central office.

2.2. Each Party will be responsible for the engineering and construction of its own network facilities on its side of the POI, however, should Frontier/Citizens be required to modify its network to accommodate the interconnection request made by Carrier, Carrier agrees to pay Frontier/Citizens reasonable charges for such modifications. If Carrier uses a third party network Carrier to reach the POI, Carrier will bear all third party Carrier charges for facilities on its side of the POI and Frontier/Citizens will bear all third party charges on its side of the POI, capped at the Frontier/Citizens tariff pricing for comparable facilities.

2.3 Carrier will be responsible for establishing different trunk groups for Local Traffic/ISP Bound Traffic, toll traffic and E911 traffic.

2.3.1 Separate trunk groups for the exchange of Local Traffic including ISP Bound Traffic.

2.3.2 Separate trunk groups to be used solely for the transmission and routing of Exchange Access Services to enable Interexchange Carriers to originate and terminate traffic from/to Carrier.

2.3.3 Separate trunk groups for the exchange of Tandem Transiting traffic when connected to a Frontier/Citizens tandem.

2.3.4 Separate trunk group for the exchange of intraLATA toll traffic when connected to a Frontier/Citizens tandem.

2.3.5 Where applicable, separate trunks connecting Carrier's switch to Citizens E911 routers. If Carrier purchases such services from Citizens, they will be provided at full applicable tariff rates. 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.

2.4. 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.

2.5. 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 Tandem Transiting charges where Citizens Tandem is used to reach a third party's network. The mutually agreed upon technical and operational interfaces, procedures, grade of service and performance standards for interconnection between the Parties are set forth per Industry Standards, attached hereto and 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/LSR as referenced in Citizens Local Interconnection Guide.

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

2.7. This Agreement is applicable only to Frontier/Citizens' serving areas. Frontier/Citizens will not be responsible for interconnections or contracts relating to any Carrier's interconnection with any other Carrier.

SECTION 3. Testing and Trouble Responsibilities

Carrier and Frontier/Citizens agree that each will share responsibility for all maintenance and repair of trunks/trunk groups. The Parties agree to:

3.1. 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.

3.2. Provide trained personnel with adequate and compatible test equipment to work with each other's technicians.

3.3. Promptly notify each other when there is any change affecting the service requested, including the date service is to be started.

3.4. 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.

3.5. 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.

3.6. Provide each other with a trouble reporting number to a work center that is staffed 24 hours a day/7 days a week.

3.7. Immediately report to each other any equipment failure which may affect the interconnection trunks.

3.8. 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.

SECTION 4. Interconnection Forecasting.

4.1. Each Party will provide the other a two 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. Each Party will provide forecast information to the other.

4.2. 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.

4.3. If a trunk group is under 75 percent of centum call seconds capacity on a monthly average basis for each month of any six 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/Citizens' Central Office and Carrier's will be engineered to achieve P.01 Grade of Service.

4.4. All requests by Carrier to Frontier/Citizens to establish, add, change, or disconnect trunks will be made using the industry standard Access Service Request (ASR).

SECTION 5. Reciprocal Compensation for the Transport and Termination of Interchanged Traffic.

5.1 The Parties agree to exchange ISP Bound Traffic in accordance with the Order on Remand by the Federal Communications Commission ("FCC") in CC Docket No. 96-98 on April 27, 2001. Specifically, Citizens has not offered or adopted the FCC's rate caps as set forth in that Order; pursuant to paragraph 81 of that Order, Citizens is required to pay interCarrier compensation for ISP Bound Traffic on a bill and keep basis. Further, the Parties acknowledge that because they did not exchange any ISP Bound Traffic pursuant to an interconnection agreement prior to the date of the above-referenced Order, all minutes of ISP Bound traffic are to be exchanged on a bill and keep basis between the Parties in accordance with paragraph 81 of the Order, such that neither Party owes the other Party any compensation for the origination, transport or termination of such traffic. The preceding sentence applies only to the exchange of traffic between these Parties and a separate determination of what ISP Bound Traffic was exchanged between Citizens and any other party adopting this Agreement under 47 U.S.C. § 252(i) shall be required in order to determine the appropriate compensation of ISP-Bound Traffic between Citizens and any such other party.

5.1.1 Neither Party expects to terminate material amounts of Local Traffic (more than 5,000 MOUs per month) to the other Party, and to the extent the parties terminate Local Traffic they expect the volume of Local 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 2.3. As such it will not be possible to identify Local Traffic and the Parties will reciprocally compensate each other using bill and keep.

5.1.2 The fact that ISP Bound Traffic and de minimus amounts of Local 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 5.2 of this Attachment 1, access traffic, wireless traffic, and

transit traffic.

5.2 Traffic, other than ISP Bound Traffic, Local Traffic and Transit Traffic shall be terminated to a Party subject to that Party's tariffed access charges.

5.3. 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:

5.3.1. No trouble is found in the interconnection trunks; or

5.3.2. The trouble condition results from equipment, facilities or systems not provided by the Party whose personnel were dispatched; or

5.3.3. Trouble clearance did not otherwise require a dispatch, and upon dispatch requested for repair verification, the interconnection trunk does not exceed maintenance limits.

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.

Billing for maintenance service is based on each half-hour or fraction thereof expended to perform the work requested. The time worked is categorized and billed at one of the following three rates: (1) basic time; (2) overtime; or (3) premium time as defined in Citizens' applicable tariff.

SECTION 6 Transit Service

6.1 The Parties shall compensate each other for Transit Service as follows:

6.1.2 The Carrier shall pay Citizens a transit service charge as set forth in the Pricing Attachment to this Agreement for all originating transit traffic.

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

6.2 Frontier/Citizens will upon request establish connections between a Carrier collocation arrangement established pursuant to applicable tariffs and/or license agreements at a Frontier/Citizens premises and a collocation arrangement of a third party Carrier that maintains a collocation arrangement at the same premises.

ATTACHMENT 5

PRICING

Attachment 5 – PRICING

5.1 RECIPROCAL COMPENSATION

- 5.1.1 Local Calls will be terminated by the Parties on a Bill and Keep basis.
- 5.1.2 Internet and Enhanced Service calls will be terminated by the Parties on a bill and keep basis.
- 5.1.3 Tandem Transiting –per MOU \$ 0.0061854/MOU

ATTACHMENT 5

PRICING

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