frontier
A Citizens Communications Company

www.frontieronline.com

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

Tel: 585.777.7270
Fax: 585.263.9986
gregg.sayre@frontiercorp.com

REQUEST TO APPROVE A VOLUNTARY INTERCONNECTION AGREEMENT PURSUANT TO 47 U.S.C. § 252(e)

May 11, 2007

Honorable Sandra Paske
Secretary
Public Service Commission of Wisconsin
610 North Whitney Way
P.O. Box 7854
Madison, WI 53707-7854

Re: Application for the Approval of a Local and EAS Service Agreement between Frontier Communications of Mondovi LLC and Charter Fiberlink, LLC

Dear Ms. Paske:

Frontier Communications of Mondovi LLC hereby requests approval, pursuant to 47 U.S.C. § 252, of the enclosed Local and EAS Service Agreement between Frontier Communications of Mondovi LLC and Charter Fiberlink, LLC dated November 30, 2006. I have been authorized by Charter Fiberlink, LLC to submit the above-referenced Agreement for Commission approval, pursuant to 47 U.S.C.§. 252(e).

I hereby certify that a copy of this filing has been served by UPS 2nd day delivery this 11th day of May, 2007 to:

Charter Fiberlink, LLC
Attn: Legal Dept. Telephone
12405 Powerscourt Drive
St. Louis, Missouri 63131-3674

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.

Sincerely,

Gregg C. Sayre
Associate General Counsel

GCS/hmj
Encl.
cc: Julie Thompson, Interconnection Manager – Frontier/Citizens
Legal Dept. – Charter Fiberlink, LLC (by UPS 2nd day delivery)

LOCAL AND EAS SERVICE AGREEMENT

Dated as of November 30, 2006

By and Between

FRONTIER COMMUNICATIONS OF MONDOVI LLC

And

CHARTER FIBERLINK, LLC

LOCAL AND EAS SERVICE AGREEMENT

This Agreement ("Agreement"), is entered into by and between Frontier Communications of Mondovi LLC ("Frontier") and Charter Fiberlink, LLC ("Carrier"). Frontier and Carrier may also be referred to herein singularly as a "Party" or collectively as the "Parties".

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

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

WHEREAS, Carrier terminates Local Exchange Service traffic that originates from Frontier's End Users, and Frontier terminates Local Exchange Service traffic that originates from Carrier's End Users; and

WHEREAS, Carrier wishes to terminate Extended Area Service traffic to Frontier's End Users within Frontier Local Exchange Service Territory and Frontier wishes to terminate Extended Area Service traffic to Carrier's End Users outside of Frontier's Local Exchange Service Territory pursuant to a Local and Extended Area Service arrangement. If Carrier requests to provide Local Exchange Service within the Frontier's Local Exchange Service Territory under Sections 251 or 252 or the ACT, an additional agreement will be required.

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

1. SCOPE OF AGREEMENT

1.1. This Agreement sets forth terms and conditions under which Frontier and Carrier agree to interconnect their networks for Local and Extended Area Service (EAS) telecommunications services. The Agreement includes all accompanying Exhibits.

1.2. The Parties agree to connect their respective networks at mutually agreed upon points described in Section 4 so as to furnish Local and Extended Area Service between those Exchanges of Carrier and those Exchanges of Frontier stated on Exhibit 1.. Each Party is responsible for providing the physical facilities necessary to handle traffic to and from the point of interconnection. This Agreement is expressly limited to the transport and termination of Local and EAS Traffic originated by and terminated to End Users of the Parties to this Agreement.

1.3. In the performance of their obligations under this Agreement, the Parties will act in good faith and consistently with the intent of the Act. Where notice, approval or similar action by a Party is permitted or required by any provision of this Agreement, the Act, or a state Commission,

(including, without limitation, the obligation of the Parties to further negotiate the resolution of new or open issues under this Agreement or to file this Agreement with the Commission) such action shall not be unreasonably delayed, withheld or conditioned.

2. DEFINITIONS

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

2.1. Access Service Request (ASR) means the industry standard forms and supporting documentation used for ordering access services. The ASR will be used to identify the specific trunking and facilities request for interconnection.

2.2. "Act", as used in this Agreement, means the Communications Act of 1934 (47 U.S.C. Section 151 et seq.), as amended by the Telecommunications Act of 1996, and as from time to time interpreted in the duly authorized rules and regulations of the Federal Communications Commission ("FCC") or the Commission.

2.3. "Ancillary Traffic", includes all traffic destined for ancillary services, or that may have special billing requirements, including but not limited to the following: Directory assistance, 911/E911, Operator call termination (busy line interrupt and verify), 800/888, LIDB, and Information services requiring special billing.

2.4. CLLI Codes means Common Language Location Identifier Codes.

2.5. Commission means the State Commission of Wisconsin.

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

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

2.8. End User means the customer of either Party that is the ultimate user of a telecommunications service.

2.9 Exchange Message Interface (EMI) is the standard used for exchange of telecommunications message information between telecommunications providers for billable, non-billable, access, settlement and study data. EMI format is contained in ATIS/OBF-EMI latest published editions, an Alliance for Telecommunications Industry Solutions (ATIS) document that defines industry standards for exchange message records.

2.10 Extended Area Service (EAS) means a billing arrangement in which unlimited calls to specific areas outside of a Party's normal flat-rate local calling area boundary are offered to a Party's End User for a fixed monthly charge.

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

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

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

2.14. Local Exchange Service ("Local") means the provision of telephone exchange traffic or exchange access which originates and terminates within the local calling area boundary of either Party ("Local Exchange Service Territory" as established and defined by Frontier or CarrierTariffs, as the case may be.

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

2.16 Point of Interconnection (POI) means the physical location(s) at which the Parties' networks meet for the purpose of exchanging Local/EAS traffic.

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

3. COMPENSATION FOR CALL TERMINATION & FACILITIES

3.1 Subject to the limitations in this Section 3, the Parties each agree to terminate the other Party's Local/EAS traffic (collectively hereinafter sometimes referred to as "Traffic") on a Bill and Keep basis of compensation. "Bill and Keep" shall mean that the originating Party has no obligation to pay terminating charges to the other Party for terminating the Traffic, regardless of any charges the originating Party may assess its subscribers.

3.1.1 The Parties agree to exchange ISP Bound Traffic in accordance with the Order on Remand by the Federal Communications Commission ("FCC") in CC Docket No. 96-98 on April 27, 2001 on a bill and keep basis. The preceding sentence applies only to the exchange of ISP

Bound Traffic between these Parties and a separate determination of what ISP Bound Traffic was exchanged between Frontier and any other party adopting this Agreement under 47 U.S.C. § 252(i) shall be required in order to determine the appropriate compensation of ISP-Bound Traffic and Local/EAS Traffic between Frontier and any such other party.

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

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

3.1.4 This Agreement does not address the exchange of wireless-to-wireline or wireline-to-wireless traffic and Carrier agrees not to route such traffic to or from Citizens. However, if a de minimis amount of wireless-to-wireline traffic is delivered by Carrier to Citizens, Carrier will pay Citizens to terminate such traffic at the rate of $0.0112 per minute of usage.

3.1.5 Where Frontier is only providing transit service between Carrier and a third party via a Frontier tandem, Frontier is not responsible for termination of such traffic and transit charges at the rate of $0.0061854 per minute of usage will apply to the originator of such traffic.

3.2 Carrier may provide its own facilities or lease facilities from Frontier or an alternate third Party provider for the provision of Local/EAS Interconnection trunking, in which case the Carrier will bare the full cost of leasing or providing such facility. Carrier agrees to pay Frontier applicable tariff rates if the facility is provided by Frontier. No Party will construct facilities that require the other Party to build unnecessary facilities

4. PHYSICAL INTERCONNECTION

4.1 INDIRECT INTERCONNECTION

4.1.1 Either Party may deliver Local/EAS Traffic indirectly to the other for termination through any carrier to which both Parties' networks are interconnected directly or indirectly.

4.1.2 Unless otherwise agreed, the Parties shall exchange all Traffic indirectly through one or more transiting carriers until the total volume of Traffic being exchanged between the Parties' networks exceeds the

Crossover Volume (as hereinafter defined), at which time either Party may request the establishment of Direct Interconnection. Notwithstanding the foregoing, if either Party is unable to arrange for or maintain transit service for its originated Traffic upon commercially reasonable terms before the volume of Traffic being exchanged between the Parties' networks exceeds the Crossover Volume, that Party may unilaterally at its sole expense utilize one-way trunks(s) for the delivery of its originated Traffic to the other Party. For purposes of this Agreement, Crossover Volume means a total bi-directional volume of Local/EAS Traffic exceeding 240,000 minutes of use or one DS1 at 512 ccs per month for three (3) consecutive months.

4.1.3 After the Parties have established Direct Interconnection between their networks, neither Party may continue to transmit its originated Traffic indirectly except on an overflow basis.

4.1.4 Traffic exchanged by the Parties indirectly through a transiting carrier shall be on a bill and keep basis .

4.2 DIRECT INTERCONNECTION

4.2.1. At such time as either Party requests Direct Interconnection as provided in Section 4.1.2, the Parties will establish Local/EAS Interconnection Trunks to exchange Local /EAS Traffic. All Local/EAS Interconnection Trunk Groups established directly with the other Party's network including facilities and Points of Interconnection ("POIs") will conform with Exhibit 1. The Parties agree that all Local/EAS Traffic exchanged between them via Direct Interconnection will be on trunks exclusively dedicated to such Traffic. Neither Party will terminate Interlata toll Switched Access traffic or originate untranslated 800/888/877/866 traffic over Local/EAS Interconnection Trunks. Local/EAS Interconnection will be provided via two-way, common trunks where technically feasible unless both Parties agree to implement one-way trunks on a case-by-case basis. The cost of two-way common trunks will be negotiated and established by the Parties on a mutually agreed upon basis. { If the Parties agree to two-way trunk groups to exchange Local/EAS Traffic, they will mutually coordinate the provisioning and quantity of trunks.

4.2.2. A POI is a negotiated point of interconnection on Frontier's network, limited to the interconnection of facilities between one Party's switch and the other Party's switch. Each Party will be responsible for its portion of the construction or provisioning of facilities to the POI.

4.2.3. The Parties will mutually agree on the appropriate sizing for facilities based on the standards set forth below. The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practice, as mutually agreed to by the Parties. The interconnection facilities provided by each Party shall be

formatted using Alternate Mark Inversion (AMI) Line Code with Superframe Format Framing.

4.2.4. The electrical interface at the POI(S) will be DS1 or DS3 as mutually agreed to by the Parties. When a DS3 interface is agreed to by the Parties, Frontier will provide any multiplexing required for DS1 facilities or trunking on its side of the POI and Carrier will provide any DS1 multiplexing required for facilities or trunking at its side of the POI.

4.2.5. To the extent available, the parties will interconnect their networks using SS7 signaling where technically feasible and available as defined in applicable industry standards including ISDN user part ("ISUP") for trunk signaling and transaction capabilities application part ("TCAP") for common channel signaling based features in the interconnection of their networks.

4.2.6. Frontier and Carrier will engineer all Traffic Exchange Trunk using a network loss plan conforming to ANSI T1.508-1998 and ANSI T1.508-1998 Supplement A.

4.2.7. Where additional equipment is required, such equipment would be obtained, engineered, and installed on the same basis and with the same intervals as any similar growth job for Carriers, or Frontier internal customer demand.

4.2.8. N11 codes (e.g., 411, 611, & 911) shall not be sent between Carrier's network and Citizen's network over the Local/EAS Interconnection Trunk Groups.

4.2.9. If the Parties are unable to mutually agree upon a POI, direct trunking arrangements or the allocation of costs for trunking within 60 days after either Party has requested Direct Interconnection pursuant to Section 4.1.2, then either Party may petition the Commission. During the pendency of any dispute, neither Party shall discontinue or interrupt the exchange of Local/EAS Traffic or the provision of other services pursuant to this Agreement. Notwithstanding anything to the contrary contained in this Agreement, arbitration by the Commission shall be the sole means of resolving any unresolved issues between the Parties.

5. SIGNALING SYSTEMS AND ADMINISTRATION

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

Each Party shall regularly program and update its own switches and network systems in a timely manner pursuant to the Telcordia Local Exchange Routing Guide guidelines to recognize and route traffic to the other Party's assigned NPA-NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, nor shall either Party fail or refuse to promptly load the other Party's assigned NPA-NXX codes into its switch(es), provided that appropriate trunks are available to accommodate this traffic.

6. TRUNK FORECASTING

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

7. GRADE OF SERVICE

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

8. NETWORK MANAGEMENT

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

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

8.3 Network Harm
Neither Party will use any service related to or using any of the services provided in this Agreement in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other carriers or to either Party's Customers; causes electrical hazards to either Party's personnel, damage to either Party's equipment or malfunction of either Party's billing

equipment (individually and collectively, "Network Harm"). If a Network Harm will occur or if a Party reasonably determines that a Network Harm is imminent, such Party will, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service forthwith, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party will:

(a) Promptly notify the other Party of such temporary discontinuance or refusal; and

(b) Afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal.

9. TERM OF AGREEMENT

This Agreement will commence when fully executed and have an initial term of two (2) years. Thereafter, this Agreement shall automatically renew for successive one (1) year periods unless terminated as provided herein. After completion of the initial two (2) year Term either Party may terminate this Agreement for any reason not prohibited by law upon 60 days written notice to the other Party. Upon termination of the Agreement, the interconnection arrangements between Parties will continue without interruption pursuant to Frontier's tariffs. If Carrier wishes to serve customers located within Frontier's Local Exchange Service Territory, Carrier will initiate another written request to pursue negotiations under Section 251 of the Act.

10. AMENDMENT OF AGREEMENT

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

11. ASSIGNMENT

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

12. ENTIRE AGREEMENT

This Agreement, together with any and all Schedules and Exhibits which are attached hereto, sets forth the entire agreement and understanding of the parties and supersedes any and all prior agreements, written or oral, between the

parties with respect to the subject matter hereof. Neither party will be bound by, and each party specifically objects to, any term, condition or other provision that is different from or in addition to the provisions of the Agreement and which is proffered by the other party in any correspondence or other document or through any course of conduct, unless the party to be bound thereby specifically agrees to such provision in writing.

13. FORCE MAJEURE

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

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

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

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

13.4. Labor difficulties, such as strikes, picketing or boycotts;

13.5. Delays caused by other service or equipment vendors; and

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

14. NO LICENSE

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

15. INDEPENDENT CONTRACTOR

The Parties to this Agreement are independent contractors. Neither party is an agent, representative, or partner of the other party. Neither party will have any right, power or authority to enter into any agreement for, or on behalf of, or incur any obligation or liability of, or to otherwise bind, the other party. This Agreement will not be interpreted or construed to create an association, agency,

joint venture or partnership between the parties or to impose any liability attributable to such a relationship upon either party.

16. LIMITATION OF LIABILITY

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

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

18. INDEMNITY

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

19. CONTROLLING LAW

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

20. SEVERABILITY

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

21. DEFAULT

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

22. CONFIDENTIALITY.

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

23. DISPUTE RESOLUTION

The Parties agree that in the event of a default or any other dispute arising hereunder or in connection herewith, the aggrieved Party shall first discuss the default or dispute with the other Party and seek resolution prior to taking any action before any court or regulator or before authorizing any public statement about or disclosure of the nature of the dispute to any third party. Such conferences shall if necessary be escalated to the vice presidential level for each Party. In the event that the officers of the Parties shall be unable to resolve a default or other dispute within 60 days after commencement of the dispute

resolution process contained in this Section 23, 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, except as expressly provided otherwise in Section 4.2.9 of this Agreement, to an appropriate court having jurisdiction over the Parties. Each Party shall bear the cost of preparing and presenting its case through all phases of the dispute resolution procedure herein described.

24. WAIVERS

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

25. NO THIRD PARTY BENEFICIARIES.

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

26. NOTICES

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

For CLEC:

Charter Fiberlink, LLC
Attention: Legal Dept. Telephone
12405 Powerscourt Drive
St. Louis, Missouri 63131-3674
Tel: (314)-543-2567
Fax: (314) 965-6640

and to Frontier, addressed as follows:

Frontier Communications
Attn: Director Carrier Services
180 South Clinton Avenue
Rochester, NY 14646
Tel: (716) 777-7124
Fax: (716) 424-1196

With copy to:

Frontier, A Citizens Communications Company
ATTN: Kevin Saville, Associate General Counsel
2378 Wilshire Blvd.
Mound, MN 55364
Telephone: (952) 492-5564
Facsimile: (952) 491-5515

And

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

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

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

By: Charter FiberLink, LLC

By: _____

Name: Ted Schremp

Title: SVP & GM, Charter Telephone

Date: 12/11/06

FRONTIER COMMUNICATIONS MONDOVI LLC

By: _____

Name: RICHARD BURSON

Title: SVP CUSTOMER OPERATIONS

Date: 3/14/07

EXHIBIT 1

LOCAL/EAS INTERCONNECTION NETWORK ARRANGEMENTS TABLE

Carrier Switch CLLI CODE	Carrier NPA –NXX CODES	POI CLLI Code	Frontier Switch CLLI CODE	Frontier NPA-NXX CODES