

SECTION 28. FEES/REGULATORY CHARGES

It is the mutual understanding of the Parties to this Agreement that there are no regulatory fees or regulatory surcharges specifically applicable to the subject matter of this Agreement or to either Party as a result of entering into this Agreement that would not otherwise be applicable to each respective Party. In the event that any government authority, however, determines to the contrary that regulatory fees or regulatory surcharges are applicable to the subject matter of this Agreement, then the following provision will apply. If any regulatory fee or regulatory surcharge imposed by a regulatory authority arises from the performance of this Agreement, the Party required by the regulatory agency to collect the fees/surcharge and to remit the fees/surcharge to the regulatory agency will be responsible for the fee/surcharge. Fees/Regulatory Surcharges shall include but not be limited to E911/911, E311/321, franchise fees, Lifeline, hearing impaired, and Commission surcharges.

SECTION 29. TREATMENT OF INFORMATION SERVICE PROVIDER TRAFFIC

29.1 For purposes of this Agreement, an "Information Service Provider" or an "ISP" is an entity, including but not limited to an Internet service provider, that provides information services, and "ISP Traffic" is traffic originated by an end user of one Party and delivered to the other Party for switching to an ISP.

29.2 The Parties recognize that the network treatment of traffic directed to ISPs is unresolved and the subject of industry wide controversy and regulatory review. The Parties further recognize that the long term resolution of issues related to ISP traffic could affect both Parties and may necessitate modification to this Agreement. In recognition of these factors, the Parties agree to switch and transport ISP traffic in the manner described below in this Subsection subject to amendment upon written agreement of the Parties.

29.3 The Parties acknowledge that under current network and service arrangements, ISP traffic may be switched and transported as if this ISP traffic were actual local (i.e., local exchange and/or EAS traffic). The Parties will switch, transport, and deliver ISP traffic under these conditions until such time as a regulatory authority, court, or a legislative body addresses alternative treatment of this traffic. The switching, transport, and delivery of ISP traffic over local interconnection facilities by either Party, however, shall not be construed as either agreement or acknowledgment by the Parties that this arrangement is proper. In the event that the manner in which ISP traffic shall or may be treated is determined by an appropriate regulatory or legal body, or in the event that any action or decision of an appropriate regulatory or legal body results in a determination that the interim treatment of ISP traffic pursuant to this Subsection is unlawful, improper, or not specifically required, the Parties will negotiate in good faith immediate modification and/or replacement language to this Agreement to effect new terms and conditions consistent with any such lawful action or determination. Any new or modified terms shall be effective with the effective date of any such lawful action or determination regarding the treatment of ISP traffic between the Parties.

29.4 The Parties agree that the mutual provisions and relative obligations set forth in Sections 29.2 and 29.3 represent good and valuable consideration, the sufficiency of which between the Parties is acknowledged, and as a result of these provisions, neither Party will owe a net due amount to the other Party for switching, transport, termination, or delivery of ISP traffic.

SECTION 30. EXECUTION IN DUPLICATE

This Agreement may be executed in duplicate copies, and, upon said execution, will be treated as an executed document.

SECTION 31. HEADINGS

The headings in this Agreement are inserted for convenience and identification only and will not be considered in the interpretation of this Agreement.

SECTION 32. NOTICES

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

For BLTC
Ben Lomand Telephone Cooperative, Inc
Attn Levoy Knowles
311 North Chancery Street
P O Box 870
McMinnville, Tennessee 37111
Tel (931) 668-4131
Fax (931) 668-6646

and to FCA, addressed as follows
Frontier Communications of America, Inc
Attn Director -- Carrier Relations
180 S Clinton Avenue
Rochester, New York 14646
Tel (585) 777-7124
Fax (585) 424-1196

Any Invoices should be sent to
Frontier Communications of America, Inc.
Attn Access Verification
14500 Burnhaven Drive, Suite 193
Burnsville, Minnesota 55306

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

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

BEN LOMAND TELEPHONE
COOPERATIVE, INC

FRONTIER COMMUNICATIONS OF
AMERICA, INC

By

Levoy Knowles

By

Kim Czak

Typed Levoy Knowles

Typed Kim Czak

Title Chief Executive Officer

Title Director Carrier Sec

Date

7/16/04

Date

7/21/04

ATTACHMENT A
INTERCONNECTION TRUNKING ARRANGEMENTS
AND
SPECIFIED POINTS OF INTERCONNECTION

BLTC SWITCH LOCATION (CLLI Code)	FCA POI (CLLI Code)	RC (Rate Center)	FCA	
			NPA	NXX
DOYLTXARS0	Existing Pole on North Chancery St	Doyle	TBA	
MMRLTNZXADS0	Existing Pole on North Chancery St	McMinnville	TBA	
SPRLTXARSC	Existing Pole on North Chancery St	Sparta	TBA	
DRSTTXARS0	Existing Pole on North Chancery St	Bon DeCroft	TBA	
RCISTNXARS0	Existing Pole on North Chancery St	Rock Island	TBA	
SPNCTNXARS0	Existing Pole on North Chancery St.	Spencer	TBA	

ATTACHMENT B
GRADE OF SERVICE REQUIREMENTS

All Interconnection Facilities will meet Industry Standard of Engineering, Design and Operation

The Grade of Service for all Facilities between BLTC's End Office or Tandem and FCA will be engineered to achieve P 01 Grade of Service

BEFORE THE TENNESSEE REGULATORY AUTHORITY

**CERTIFIED
COPY**

TRANSCRIPT OF EXCERPT OF AUTHORITY CONFERENCE

Monday, November 7, 2005

APPEARANCES:

For Chattanooga Gas Company:	Mr. L. Craig Dowdy
For NuVox: (by telephone)	Mr. John J. Heitman Ms. Susan Berlin
For Sprint Nextel: (by telephone)	Mr. Daniel M. Waggoner
For Sprint Nextel:	Mr. Edward Phillips
For TRA Staff:	Mr. Richard Collier Ms. Sharla Dillon

Reported By:
Jennifer B. Carollo, RPR, CCR



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1 (The aforementioned Authority
2 conference came on to be heard on Monday, November 7,
3 2005, beginning at approximately 1 p.m., before
4 Chairman Ron Jones, Director Sara Kyle, Director
5 Deborah Taylor Tate, and Director Pat Miller. The
6 following is an excerpt of the proceedings that were
7 had, to-wit:)

8
9 MS. DILLON: Next we have Section 2,
10 Directors Miller, Kyle, and Tate.

11 Docket No. 04-00379, Frontier
12 Communications, Inc. Petition of Frontier
13 Communications, Inc., for a declaratory ruling.
14 Consider motion to dismiss.

15 DIRECTOR KYLE: On October 26, 2004,
16 the petition of Frontier Communications, Inc., for a
17 declaratory ruling was filed with the Authority.
18 Frontier asked the Authority to declare that it has the
19 authorization to compete in the territory of Ben Lomand
20 Rural Telephone Cooperative, Inc.

21 On December 8, 2004, Ben Lomand filed
22 the answer and motion to dismiss of Ben Lomand Rural
23 Telephone Cooperative, Inc.

24 During the December 13, 2004,
25 Authority conference, the panel voted unanimously to

1 convene a contested case proceeding in this matter to
2 determine the issues set forth in the petition.

3 I have a motion that I would be glad
4 to hear from my colleagues if you have something to say
5 on this issue. If not I recommend -- I would move to
6 grant the motion to dismiss as filed by Ben Lomand with
7 respect to the petition for declaratory ruling
8 submitted by Frontier Communications, Inc. I find that
9 Frontier, then known as Citizens Communication, when
10 requesting authority to provide competing telephone
11 service was not granted statewide approval to provide a
12 competing service. The 1996 order did not extend
13 Citizens authority statewide to enter into territories
14 of small telephone carriers or cooperatives, and it was
15 clearly not my intent nor was it supported in the
16 record.

17 I believe it is appropriate to
18 ~~dismiss the petition of Frontier at this time as it~~
19 simply asks for relief that cannot be granted given its
20 current certificate of convenience and necessity. And
21 I so move.

22 (Pause.)

23 DIRECTOR MILLER: I'll second your
24 motion and vote aye. First of all, from an equity
25 standpoint, I believe that Frontier has a reasonable

1 argument. However, after reviewing the pleadings and
2 applicable statutory provisions, I do not find specific
3 language contained within existing state law that would
4 permit the TRA to grant authority to CLECs to serve
5 territories served by telephone cooperatives.

6 I am also convinced that prior to the
7 1995 act this agency did not have authority to allow
8 competitive entry into areas served by cooperatives.
9 Furthermore, nothing in the 1995 state act explicitly
10 changed or otherwise granted jurisdiction of this
11 agency over telephone cooperative service areas.

12 So I think with respect to state law,
13 the legislature is where I would have to point for
14 Citizens to seek relief. Accordingly, I move that -- I
15 agree with Director Kyle and would state for the record
16 that this complaint might be more appropriately handled
17 at the FCC.

18 DIRECTOR TATE: I will agree in the
19 outcome. However, I would also like to point out that
20 at least two other companies have come before us to
21 expand their CCNs to enable it to extend service into
22 previously restricted areas. So I'm not in any way
23 prejudging that issue and whether or not it might come
24 before us in the future and that -- that there are
25 other appropriate procedural avenues other than the

1 ones that are before us today. As Director Miller
2 noted the FCC, in addition, to a company's requests to
3 expand its CCN instead of a declaratory ruling.

4 So I think with that said, I will be
5 in agreement with the conclusion of your motion.

6 DIRECTOR KYLE: Thank you.

7 (Excerpt of Proceedings
8 concluded.)

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CERTIFICATE OF SERVICE

I, Gregg C. Sayre, do certify that on December 14, 2005, copies of the aforementioned Petition of for Preemption in the above-referenced proceeding were forwarded to the Federal Communications Commission by overnight messenger, for delivery on December 15, 2005, and were sent via U.S. Mail or electronic mail as follows:

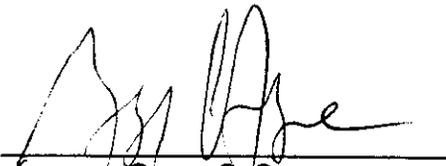
Best Copy and Printing, Inc. (BCPI) (via e-mail)
Portals II
445 12th Street, SW
Room CY-B402
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460 James Robertson Parkway
Nashville, TN 37243-0505

By:


Gregg C. Sayre