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IDAHO PUBLIC
UTILITIES COMMISSION

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A Citizens Communications Company

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October 27, 2005

CTC-T-05-06

Mrs. Jean Jewell
Commission Secretary
IDAHO PUBLIC UTILITIES COMMISSION
472 West Washington Street
Boise, ID 83702

RE: Local and EAS Service Agreement between Citizens Telecommunications Company of Idaho and WaveSent, LLC.

Dear Mrs. Jewell:

Citizens Telecommunications Company of Idaho ("CTC-Idaho") hereby submits for approval by the Idaho Public Utilities Commission ("Commission") the enclosed "Local and EAS Service Agreement" dated September 1, 2005 ("Agreement"), which provides for the interconnection of WaveSent, LLC with CTC-Idaho. This Agreement was reached through voluntary negotiations without resort to mediation or arbitration and is submitted for approval pursuant to Section 252 (e) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 ("the Act") and the requirements of Idaho Administrative Code, 31.42.01, Rule 408.

Section 252(e)(2) of the Act directs that a state Commission may reject an agreement reached through voluntary negotiations only if the commission finds that

(1) the agreement (or portion thereof) discriminates against a telecommunications carrier not a party to the agreement; or
(2) the implementation of such agreement or portion is not consistent with the public interest, convenience and necessity.

CTC-Idaho respectfully submits that the Agreement provides no basis for either of these findings and, thus, requests that the Commission approve the Agreement expeditiously. First, the Agreement does not discriminate against any other telecommunications carrier because CTC-Idaho has made the terms of the Agreement available to other carriers. Second, the Agreement is consistent with the public interest as identified in the pro-competitive policies of the State of Idaho, the Commission, the U.S. Congress and the Federal Communications Commission. The Agreement will enable WaveSent LLC to provide service to, and interconnect with, a greater number of telecommunications customers in Idaho. Expeditious approval of this Agreement will facilitate immediate competition in the telecommunications market.

CTC-Idaho further requests that the Commission approve this Agreement without a hearing and without allowing the intervention of other parties. Because this Agreement was reached through voluntary negotiations, it does not raise issues requiring a hearing and does not concern other parties not a part of the negotiations. Expeditious approval would further the public interest.

Enclosed are an original and two copies of this filing as specified in IDAPA 31.01.01(061)(01)(c). Also included is a copy of this letter. Please return the copy of this letter, date-stamped in the enclosed postage-paid envelope.

If you have any questions regarding this matter, please contact me at 801-924-6357 (voice), 801-924-6363 (fax) or ingo.henningsen@czn.com (e-mail).

Sincerely,

Ingo Henningsen
Manager – Government and External Affairs

LOCAL AND EAS SERVICE AGREEMENT

By and Between

Citizens Telecommunications Company of Idaho

And

WaveSent LLC

September 1, 2005

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UTILITIES COMMISSION

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EXHIBIT 1

LOCAL AND EAS SERVICE AGREEMENT

This Agreement ("Agreement"), is entered into by and between Citizens Telecommunications Company of Idaho ("Citizens") and WaveSent LLC, an Idaho Company ("Carrier"). Citizens 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, Citizens is an Incumbent Local Exchange Carrier (ILEC) providing local exchange service; and

WHEREAS, Carrier terminates Local Exchange Service traffic that originates from Citizens subscribers, and Citizens terminates Local Exchange Service traffic that originates from Carrier's subscribers; and

WHEREAS, Carrier wishes to terminate calls to Citizens' end users within Citizens Local Exchange Service territory in a Local and Extended Area Service arrangement. If Carrier requests to provide Local Service within the Citizens ILEC serving 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 Citizens 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 so as to furnish Local and Extended Area Service between those Exchanges of Carrier and those Exchanges of Citizens stated on Exhibit 1. The point of interconnection (POI) must be within the exchange service territory of Citizens. This section is expressly limited to the transport and termination of Local and EAS Traffic originated by and terminated to end users of the Parties in 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) 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. "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.

2.2. CLLI Codes means Common Language Location Identifier Codes.

2.3. Commission means the State Commission.

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

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

2.6. Extended Area Service (EAS) means a billing arrangement in which unlimited calls to specific areas outside of a normal flat-rate area are offered to a customer for a fixed monthly charge.

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

2.8. 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.

2.9. Local Exchange Service means the provision of telephone exchange traffic or exchange access which originates and terminates within the local calling area boundary as established and defined by Citizens Tariffs.

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

2.11. 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 EAS 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. The Parties each agree there will be separate and distinct trunk group for EAS traffic, subject to the provisions of Sections 4, 5, of this agreement.

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 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 and EAS Traffic between Citizens and any such other party.

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

3.1.3 The fact that ISP Bound Traffic and de minimus amounts of 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, which will be exchanged at a rate of $0.0112 per minute of usage.

3.2 Carrier may lease facilities from Frontier or an alternate third Party provider for the provisions of EAS Interconnection trunking, in which case the Carrier will bare the full cost of leasing 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. 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 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 trunks where technically feasible unless both Parties agree to implement one-way trunks on a case-by-case basis.

4.2 In the event traffic is exchanged indirectly with Carrier, either Party's traffic may be transited through one or more intermediaries for interconnection with the other Party's system before reaching Frontier' End Office or Carrier's switch. Indirect traffic will be subject to Compensation described in Section 3, Compensation for Call Termination and Facilities.

4.2.1 In the event traffic volumes exceed a DS1 level (512 centum call seconds or CCS) when measured at the busy hour at least fifteen (15) times per month over a two (2) month period, the Parties will in good faith jointly work to establish one or more direct interconnection(s) pursuant to this Section 4.

4.2.2 If Carrier provides service using an NPA-NXX assigned solely to a rate center, where Frontier provides EAS or a Commission approved optional calling plan, and Carrier chooses to indirectly interconnect by using the tandem switching facilities of a third party, each Party shall reciprocally terminate on its network traffic originating from the other Party's network, pursuant to Section 3, Compensation for Termination and Facilities.

4.3. A POI is a negotiated point of interconnection, limited to the interconnection of facilities between one Party's switch and the other Party's switch. The actual physical POI and facilities used will be subject to negotiations between the Parties, but must be within the geographic area served by Citizens within the exchange boundary. Each Party will be responsible for its portion of the construction to the POI.

4.4. 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. Carrier shall be responsible for establishing direct trunks to Citizens.

4.5. 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, Citizens will provide any multiplexing required for DS1 facilities or trunking at their end and Carrier will provide any DS1 multiplexing required for facilities or trunking at their end.

4.6. 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.

4.7. Citizens 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.

4.8. 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 Citizens internal customer demand.

4.9. 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.

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.

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 Citizens will immediately notify each other of any protective control action planned or executed.

8.2. Mass Calling
Carrier and Citizens 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 for one (1) year provided that either party will have the right to terminate this

agreement with or without cause on sixty (60) days written notice or negotiate an amendment to this Agreement. Thereafter, this Agreement shall automatically renew for successive one (1) year periods unless terminated as provided above. Upon termination of the Agreement, the interconnection arrangements between parties will continue without interruption. If Carrier wishes to serve customers located within Citizen's local serving area, Carrier will initiate a 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 without 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 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.

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 Illinois. 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, 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.

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, 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 CLEC:

WaveSent LLC

Attention: Director Interconnection
PO Box 15509
Boise, ID 83715
Tel: 208-373-7158
Fax: 208-375-7159

and to Citizens, addressed as follows:

Frontier, A Citizens Communications Company
Attn: Director Carrier Services
180 South Clinton Avenue
Rochester, NY 14646
Tel: (585) 777-7124
Fax: (585) 424-1196

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: WaveSent LLC

By: _____

Name: Joseph McNeal

Title: Its Manager

Date: 9/8/05

Citizens Telecommunications Company of Idaho:

By: _____

Name: Richard Burson

Title: SR VP Revenue Assurance

Date: 10/17/05

EXHIBIT 1

LOCAL/EAS INTERCONNECTION NETWORK ARRANGEMENTS TABLE

Carrier Switch CLLI CODE	Carrier NPA –NXX CODES	POI NOTE: Citizens can assign a POI for the purpose of our indirect traffic CLLI Code	Citizens Switch CLLI CODE	Citizens NPA-NXX CODES
BOISIDTHCM0 (Boise Tandem)	208-581	HRBNIDXC1MD HMDLIDXC1MD HRBNIDXC1MD HMDLIDXC1MD PARMIDXC1MD HRBNIDXC1MD HMDLIDXC1MD	HRBNIDXCDS0 HMDLIDXCDS0 HRBNIDXCDS0 HMDLIDXCDS0 PARMIDXCDS0 HRBNIDXCDS0 HMDLIDXCDS0	208-462 Garden Valley 208-337 Homedale 208-793 Horseshoe Bend 208-896 Marsing 208-722 Parma 208-584 Sweet 208-482 Wilder
	208-592 Idaho Falls	ABRDIDXC1MD ABRDIDXC1MD	ABRDIDXCDS0 ABRDIDXCDS0	208-397 Aberdeen 208-328 Springfield
	208-594 Ketchum	CARYIDXC0MD	CARYIDXCDS0	208-823 Carey
	208-565 Pocatello	ABRDIDXC1MD ABRDIDXC1MD	ABRDIDXCDS0	208-397 Aberdeen 208-328 Springfield
	208-593 Twin Falls	FRFDIDXC0MD	FRFDIDXCDS0	208-764 Fairfield