PSC REF#:103842

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Public Service Commission of Wisconsin
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November 6, 2008

Ms. Sandra Paske
Secretary to the Commission
Public Service Commission of Wisconsin
610 North Whitney Way
PO Box 7854
Madison, Wisconsin 53707-7854

Re: Application for the Approval of an Interconnection Agreement for Local Traffic Exchange ("Agreement") Between Vernon Communications, LLC. and CenturyTel of Monroe, LLC ("CenturyTel").

Dear Ms. Paske:

I am filing this letter, and signed Agreement electronically on behalf of Vernon Communications, LLC. ("Vernon").

Vernon hereby requests approval pursuant to 47 USC 252, of the enclosed Interconnection Agreement for Local Traffic Exchange between Vernon and CenturyTel. Vernon has been authorized by CenturyTel to submit this Agreement to the Public Service Commission of Wisconsin ("PSCW") for approval.

I hereby certify that a copy of this filing has been served on CenturyTel via U. S. mail at the following address:

Joey H. Bales
CenturyTel: Carrier Relations
100 CenturyTel Drive
Monroe, La 71203

If there are any questions regarding the filing of this Agreement, please contact me at 608-829-0271.

Sincerely,

Michael L Theis

Michael L. Theis President
Theis Communications Consulting, LLC.

CC: Joey H. Bales – CenturyTel on Monroe, LLC.
CC: Rod Olson – Vernon Communications, LLC.

LOCAL TRAFFIC EXCHANGE AGREEMENT

This Local Traffic Exchange Agreement ("Agreement") is effective as of October 1, 2008 by and between Vernon Communications, LLC ("VERNON") and CenturyTel of Monroe, LLC ("CenturyTel"), individually referred to as Party and collectively referred to as the "Parties".

WHEREAS, CenturyTel is an incumbent local exchange carrier with authority from the Public Service Commission of Wisconsin ("PSCW or Commission") to provide local exchange services to several exchanges in Wisconsin;

WHEREAS, VERNON has obtained authority from the Commission to provide local exchange service within the Frontier Communications of Viroqua, Inc Viroqua exchange which currently has Extended Community Calling ("ECC") with CenturyTel's Cashton exchange, herein referred to as Local Traffic ("Local Traffic").

In consideration of the mutual obligations set forth below, the Parties agree to the following terms and conditions:

1. VERNON and CenturyTel agree to exchange Local Traffic pursuant to this Agreement. Local Traffic originated from or terminated to VERNON's end users located in the Viroqua rate center will be exchanged over interconnection facilities between the Parties switches.

2. Any traffic exchanged by the Parties other than Local Traffic shall be subject to the applicable state or interstate access charges. This provision in no way limits either Party's rights under the Communications Act of 1934, as amended, State laws or regulatory decisions.

3. The Parties have agreed to a network trunking plan for routing the Local Traffic between the Parties. Any changes to the plan will be mutually agreed to by the Parties.

4. The Parties agree to terminate Local 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 terminating Party for Local Traffic, regardless of any charges the originating Party may assess its end users.

5. The Parties agree to load each other's NPA/NXX codes rated within the Local Traffic calling scope, which may change from time to time, into their respective switch translation databases in a reasonable and timely manner, in accordance with standard industry practices.

6. The Parties agree to interconnect their SS7 (Signaling System 7) networks either directly or through third parties. Parties further agree to exchange TCAP messages that are necessary to provide call management features (automatic callback, automatic recall, and screening list editing) between the VERNON local STPs

(Signaling Transfer Points) and the STPs that provide connectivity with the CenturyTel local switch. The Parties agree to set message screening parameters so as to accept messages from any switching systems destined to any signaling point in the SS7 network with which the Parties have a legitimate signaling relation. The Parties further agree to exchange and load point code information in a reasonable and timely manner in accordance with standard industry practices. Neither Party will bill the other Party for exchange of these TCAP (Transaction Capabilities Application Part) messages.

7. This Agreement shall commence when fully executed and have an initial term of one year from the effective date as stated above. This Agreement will automatically renew for successive one year periods, unless either Party requests renegotiation or gives notice of termination at least sixty (60) days prior to the expiration of the initial or any renewal term. In the event a Party requests to renegotiate this Agreement and such renegotiation does not conclude prior to expiration of this Agreement or a Party gives notice of termination and the other Party requests a replacement agreement and a replacement agreement is not reached prior to the expiration of this Agreement, this Agreement shall continue in full force and effect until replaced by a superseding agreement. In the event the Parties fail to agree to such a replacement agreement, either Party may, at any time during the negotiations, invoke the provisions of paragraph 10 of this Agreement. In such event, this Agreement shall continue in effect pending the adoption of a replacement agreement. Nothing in this provision shall prevent the Parties from voluntarily modifying this Agreement in writing. The Parties agree to obtain all necessary regulatory approvals of such amendments or replacement agreements. In the event of a termination of this Agreement or of any telecommunications service provided hereunder, the Parties shall work cooperatively to minimize any potential interruptions of service and/or other disruptions or inconveniences to the Parties' end users.

8. Any amendment, modification, or supplement to this Agreement must be in writing and signed by an authorized representative of each Party. The term "this Agreement" shall include future amendments, modifications, and supplements.

9. Any assignment by either Party of any right, obligation, or duty under this Agreement, in whole or in part, or of any interest in this Agreement, without the written consent of the other Party, which consent shall not be unreasonably withheld, shall be void, except that either Party may assign all of its rights, and delegate its obligations, liabilities and duties under this Agreement, either in whole or in part, to any entity that is, or that was immediately preceding such assignment, a subsidiary or affiliate of that Party without consent, but with written notification. The effectiveness of an assignment shall be conditioned upon the assignee's written assumption of the rights, obligations, and duties of the assigning Party.

10. The Parties recognize and agree that the Commission has continuing jurisdiction to implement and enforce all terms and conditions of this Agreement. Accordingly, the Parties agree that any dispute arising out of or relating to this Agreement that the Parties themselves cannot resolve, may be submitted to the Commission for resolution. The Parties agree to seek expedited resolution by the

Commission, and shall request that resolution shall occur in no event later than sixty (60) days from the date of submission of such dispute.

11. If the Commission appoints an expert(s) or other facilitator(s) to assist in its decision making, each Party shall pay half of the fees and expenses of the expert(s) or facilitator(s) so incurred. During the Commission proceeding, each Party shall continue to perform its obligations under this Agreement; provided, however, that neither Party shall be required to act in any unlawful fashion. This provision shall not preclude the Parties from seeking relief available in any other forum.

12. If either Party ("Defaulting Party") materially breaches any material provision of this Agreement, and such failure or breach continues for 30-days after written notice thereof from the other Party, the other Party may, by written notice, terminate the Agreement. The Party receiving written notice regarding the breach may correct the breach within the 30-day period, in which case the Agreement shall not terminate.

13. Except for a Party's willful or intentional misconduct, neither Party shall be liable to the other for any lost profits or revenues or for any indirect, incidental, special, punitive or consequential damages arising out of or related to this Agreement or the provision of service hereunder. A repeated breach of a material obligation under this Agreement may be offered as evidence of willful or intentional misconduct.

14. **DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT, NO PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS, IMPLIED OR STATUTORY, WITH RESPECT TO THE SERVICES, FUNCTIONS AND PRODUCTS IT PROVIDES OR IS CONTEMPLATED TO PROVIDE UNDER THIS AGREEMENT AND EACH PARTY DISCLAIMS THE IMPLIED WARRANTIES OF MERCHANTABILITY AND/OR OF FITNESS FOR A PARTICULAR PURPOSE.

15. Indemnification.

a. Each Party (the "Indemnifying Party") will indemnify and hold harmless the other Party ("Indemnified Party") from and against any loss, cost, claim, liability, damage or expense (including reasonable attorney's fees) to third parties, relating to or arising out of the libel, slander, invasion of privacy, misappropriation of a name or likeness, negligence (but only to the extent of such negligence) or willful or intentional misconduct by the Indemnifying Party, its employees, agents, or contractors in the performance of this Agreement or the failure of the Indemnifying Party to perform its obligations under this Agreement. In addition, the Indemnifying Party will, to the extent of its obligations to indemnify hereunder, defend any action or suit brought by a third party against the Indemnified Party.

b. The Indemnified Party will (i) notify the Indemnifying Party promptly in writing of any written claims, lawsuits, or demand by third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this Section and (ii) tender the defense of such claim, lawsuit or demand to the Indemnifying Party. The Indemnified Party also will cooperate in every reasonable manner with the defense or settlement of such claim, demand, or lawsuit. The Indemnifying Party shall keep the Indemnified Party reasonably and timely apprised of the status of the claim, demand or lawsuit. The Indemnified Party shall have the right to retain its own counsel, at its expense, and participate in but not direct the defense, provided, however, that if there are reasonable defenses in addition to those asserted by the Indemnifying Party, the Indemnified Party and its counsel may direct such defenses, which shall be at the expense of the Indemnifying Party.

c. The Indemnifying Party will not be liable under this Section for settlements or compromises by the Indemnified Party of any claim, demand, or lawsuit unless the Indemnifying Party has approved the settlement or compromise in advance with the Indemnified Party or unless the defense of the claim, demand, or lawsuit has been tendered to the Indemnifying Party in writing and the Indemnifying Party has failed to promptly undertake the defense. In no event shall the Indemnifying Party settle a third party claim or consent to judgment with regard to a third party claim without the prior written consent of the Indemnified Party, which consent shall not be unreasonably withheld, conditioned or delayed.

16. Except as may be specifically set forth in this Agreement, this Agreement does not provide and shall not be construed to provide third parties with any remedy, claim, liability, reimbursement, cause of action or other privilege.

17. Neither Party shall be held liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control and without its fault or negligence, such as acts of God, acts of civil or military authority, embargoes, epidemics, war, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, power failure, or unusually severe weather ("Force Majeure Event"). If either Party is unable to perform due to a Force Majeure Event, the other Party shall continue to perform to the extent it is able to do so.

18. Nothing contained herein shall constitute the Parties as joint venturers, partners, employees or agents of one another, and neither Party shall have the right or power to bind or obligate the other.

19. Confidential Information

a. To the extent permitted by applicable law, all information which is disclosed by one Party ("Disclosed Party") to the other Party ("Recipient") in connection with this Agreement shall automatically be deemed proprietary to the Disclosing Party and subject to this Agreement, unless confirmed in writing to be exempt from this Agreement. In addition, by way of example and not limitation, technical and business plans, technical information, proposals, specifications, drawings, procedures, orders for services, usage information in any form, customer account data and Customer Proprietary Network Information ("CPNI") as that term is defined by the Communications Act of 1934, as amended, and the rules and regulations of the Federal Communications Commission and similar information shall be deemed Confidential Information. The Confidential Information is deemed proprietary to the Disclosing Party and it shall be protected by the Recipient as the Recipient would protect its own proprietary information. Confidential Information shall not be disclosed or used for any purpose other than to provide service as specified in this Agreement.

b. Recipient shall have no obligation to safeguard Confidential Information (i) which was in the Recipient's possession free of restriction prior to its receipt from Disclosing Party, (ii) after it becomes publicly known or available through no breach of this Agreement by Recipient, (iii) after it is rightfully acquired by Recipient free of restrictions by Disclosing Party, or (iv) after it is independently developed by personnel of Recipient to whom the Disclosing Party's Confidential information had not been previously disclosed. Recipient may disclose Confidential Information if required by law, a court, or governmental agency, provided that Recipient has provided Disclosing Party with written notice of such requirement as soon as possible and prior to disclosure, and provided that Recipient undertakes all reasonable lawful measures to avoid disclosing such information until Disclosing Party has had reasonable time to obtain a protective order. Recipient agrees to comply with any protective order that covers the Confidential Information to be disclosed.

c. Each Party agrees that Disclosing Party would be irreparably injured by a breach of this Agreement by Recipient or its representatives and that Disclosing Party shall be entitled to seek equitable relief, including injunctive relief and specific performance, in the event of any breach of this paragraph. Such remedies shall not be exclusive, but shall be in addition to all other remedies available at law or in equity.

d. The obligation of confidentiality and use with respect to Confidential Information disclosed by one Party to the other shall survive any

termination of this Agreement for a period of three (3) years from the date of the initial disclosure of the Confidential Information

20. All notices or other communication hereunder shall be deemed to have been duly given when made in writing by facsimile, electronic mail, delivered in person or deposited in the United States mail, certified mail, postage prepaid, return receipt requested and addressed as follows:

If to CenturyTel:

CenturyTel, Inc.
Attention: Corporate Carrier Relations
100 CenturyTel Park Drive
Monroe, LA 71203
Telephone number: (318) 388-9000
Facsimile number: (318) 388-9072

If to VERNON:

Vernon Communications, LLC.
ATTN: Rod Olson
103 North Main Street
P. O. Box 92
Westby, WI 54667
Telephone # 608-634-3136
Facsimile # 608-634-2000
Email: rolson@vernontel.com

Copy to:

Theis Communications Consulting, LLC
ATTN: Michael L. Theis
7633 Ganser Way
Ste. 202
Madison, Wisconsin 53719
Telephone # 608-829-0271
Facsimile # 608-829-1754
E-Mail: miket@theisconsulting.com

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.

21. If any part of this Agreement is held to be invalid for any reason, such invalidity will affect only the portion of the 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.

22. This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns.

23. This Agreement constitutes the entire matter hereof and supersedes all prior oral or written agreements, representations, statements, negotiations, understandings, proposals, and undertakings with respect to the subject matter thereof.

24. This Agreement may be executed in counterparts and such counterparts shall together constitute one and the same instrument.

25. This Agreement shall be governed by and construed in accordance with the federal and domestic laws of the State of Wisconsin and shall be subject to the exclusive jurisdiction of the courts therein.

(THE REST OF THIS PAGE INTENTIONALLY LEFT BLANK)

VERNON and CenturyTel hereby authorize and execute this Agreement.

Vernon Communications, LLC

Signature

Rodney D. Olson
Name Printed or Typed

President
Title

10/27/2008
Date

CenturyTel of Monroe, LLC

Signature

Jeffrey S. Glover
Name Printed or Typed

Vice President External **Relations**
Title

Oct. 21, 2008
Date