

November 3, 2009

Via PSC Electronic Regulatory Filing System

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

Re: Interconnection and Reciprocal Compensation Agreement between CenturyTel of Wisconsin, LLC; CenturyTel of Forestville, LLC; CenturyTel of Larsen Readfield, LLC; CenturyTel of Monroe Country, LLC; CenturyTel of Fairwater-Brandon-Alto, LLC; CenturyTel of Northern Wisconsin, LLC.; CenturyTel of Northwest Wisconsin, LLC; CenturyTel of Southern Wisconsin, LLC; CenturyTel of Midwest-Kendall, LLC.; CenturyTel of the Midwest-Wisconsin, LLC., CenturyTel of Central Wisconsin, LLC; and Telephone USA of Wisconsin, LLC and Dakota Wireless Group, LLC d/b/a Bug Tussel Wireless

Dear Ms. Paske:

The above Interconnection and Reciprocal Compensation Agreement referenced above is an adoption of the Interconnection and Reciprocal Compensation Agreement between CenturyTel Wisconsin, LLC; CenturyTel of Forestville, LLC; CenturyTel of Larsen Readfield, LLC; CenturyTel of Monroe Country, LLC; CenturyTel of Fairwater-Brandon-Alto, LLC; CenturyTel of Northern Wisconsin, LLC.; CenturyTel of Northwest Wisconsin, LLC; CenturyTel of Southern Wisconsin, LLC; CenturyTel of Midwest-Kendall, LLC.; CenturyTel of the Midwest-Wisconsin, LLC., CenturyTel of Central Wisconsin, LLC; and Telephone USA of Wisconsin, LLC and Airadigm Communications approved by the Public Service Commission of Wisconsin on September 19, 2002 and the First Amendment between Airadigm and CenturyTel approved by the Public Service Commission of Wisconsin on April 9, 2004 in docket number 05-TI-684.

Pursuant to Section 4.2 of the Adopted Agreement, the term of the Agreement has a termination date of July 1, 2011.

CenturyTel hereby files an Adoption Agreement to the Interconnection and Reciprocal Compensation Agreement between CenturyTel and Airadigm Communications, pursuant to 47 USC §252 of the Act.

Ms. Sandra J. Paske
November 3, 2009
Page Two

I have been authorized by Dakota Wireless Group, LLC d/b/a BUG TUSSEL WIRELESS to submit the enclosed Adoption Agreement letter for Commission approval, pursuant to 47 USC §252 (e).

I hereby certify that a copy of this filing has been served on Dakota Wireless as follows:

Erin Wichmann
Project Manager
130 East Walnut Street, Suite 509
Green Bay, WI 54301
EWichmann@intelegra.biz
Phone: (920) 562-7843

If you have any question, please contact Kathy Bradford at CenturyLink in Monroe, Louisiana. Her number is 318-340-5387.

Sincerely yours,



Max Cox
Contract Management

GMC:kwb

Enclosure

cc: EWichmann@intelegra.biz
Ken.Barth@psc.state.wi.us
Lorenzo.cruz@centurytel.com
Matt.green@centurytel.com

**INTERCONNECTION AND RECIPROCAL COMPENSATION AGREEMENT
FOR THE STATE OF WISCONSIN**

BETWEEN

DAKOTA WIRELESS GROUP, LLC d/b/a BUG TUSSEL WIRELESS

AND

**CenturyTel of Wisconsin, LLC
CenturyTel of Forestville, LLC
CenturyTel of Larsen Readfield, LLC
CenturyTel of Monroe County, LLC
CenturyTel of Fairwater-Brandon-Alto, LLC
CenturyTel of Northern Wisconsin, LLC
CenturyTel of Northwest Wisconsin, LLC
CenturyTel of Southern Wisconsin, LLC
CenturyTel of the Midwest-Kendall, LLC
CenturyTel of the Midwest-Wisconsin, LLC
CenturyTel of Central Wisconsin, LLC
Telephone USA of Wisconsin, LLC**

Expiration: July 1, 2011

This Interconnection and Reciprocal Compensation Agreement ("Agreement") is entered into by and between Dakota Wireless Group, LLC d/b/a Bug Tussel Wireless ("Bug Tussel"), a Wisconsin limited liability company and CenturyTel of Wisconsin, LLC, CenturyTel of Forestville, LLC, CenturyTel of Larsen Readfield, LLC, CenturyTel of Monroe County, LLC, CenturyTel of Fairwater-Brandon-Alto, LLC, CenturyTel of Northern Wisconsin, LLC, CenturyTel of Northwest Wisconsin, LLC, CenturyTel of Southern Wisconsin, LLC, CenturyTel of the Midwest-Kendall, LLC, CenturyTel of the Midwest-Wisconsin, LLC, CenturyTel of Central Wisconsin, LLC, and Telephone USA of Wisconsin, LLC (collectively referred to herein as "CenturyTel" without diminishing or affecting the separate and distinct legal entity status of each CenturyTel ILEC operating company), each a Delaware limited liability company, except for CenturyTel of Wisconsin, LLC which is a Louisiana limited liability company. This Agreement is entered into to establish the rates, terms and conditions for local interconnection and the exchange of Local CMRS traffic for the state of Wisconsin, and Bug Tussel and CenturyTel may collectively be referred to herein as "the Parties".

NOW THEREFORE, the Parties agree as follows:

1. ADOPTED AGREEMENT

- 1.1 This Agreement between the Parties shall consist of the Interconnection and Reciprocal Compensation Agreement for the state of Wisconsin entered into by and between Airadigm Communications, and CenturyTel, approved September 19, 2002 as filed with the Public Service Commission of Wisconsin and the First Amendment between Airadigm Communications and CenturyTel approved April 9, 2004 as filed with the Public Service Commission of Wisconsin ("Adopted Agreement").
- 1.2 This Agreement is made a part of and incorporates the terms and conditions of the Adopted Agreement.
- 1.3 Except as set forth herein, the Adopted Agreement remains unchanged and in full force and effect. In the event of a conflict between the terms of the Adopted Agreement and this Agreement, this Agreement will control.
- 1.4 Unless otherwise stated differently in the Agreement, all CenturyTel obligations are CenturyTel ILEC operating company-specific obligations and are not obligations that are jointly-provided or otherwise shared between the listed operating companies as a collective entity.

- 1.5 This Agreement shall supersede and replace in full any and all prior agreements, written and oral, between Bug Tussel and CenturyTel pertaining to the subject matter hereof, applicable to the state of Wisconsin.

2. PARTIES

For the purposes of this Agreement, Bug Tussel is hereby substituted in the Adopted Agreement for Airadigm; and CenturyTel shall remain as the other Party to the Adopted Agreement.

3. PROVISIONS

- 3.1 The Terms of the Airadigm Agreement are being adopted by Bug Tussel pursuant to its statutory rights under Section 252(i). CenturyTel does not provide these Terms to Bug Tussel as either a voluntary or negotiated agreement. The filing and performance by CenturyTel of the Terms does not in any way constitute a waiver by CenturyTel of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyTel of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Bug Tussel's 252(i) election.
- 3.2 The Terms shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.
- 3.3 CenturyTel reserves the right to deny to Bug Tussel any obligation under or application of the adopted Terms, in whole or in part, at any time:
- (a) when the costs of providing the Terms to Bug Tussel are greater than the costs of providing it to the original signatory carrier;
 - (b) if the provision of the Terms to Bug Tussel are not technically feasible; and/or to the extent Bug Tussel already has an existing interconnection agreement (or existing 252(i) adoption) with CenturyTel and the Terms were approved before the date of approval of the existing interconnection agreement (or the effective date of the existing 252(i) adoption).

Should any such condition occur, CenturyTel will notify Bug Tussel in writing and CenturyTel and Bug Tussel agree to work towards any mutually agreeable alternative or resolution.

- 3.4 Should Bug Tussel attempt to apply the adopted Terms in a manner that conflicts with the provisions set forth herein, CenturyTel reserves its rights to seek appropriate legal and/or equitable relief.

4. EFFECTIVE DATE AND TERM

- 4.1 This Agreement will be effective only upon execution by both Parties unless prior Commission approval is required, in which case this Agreement shall be effective upon Commission approval; except that the initiation of a new account, any new provision of service or obligation or any revision to currently existing services or obligations shall not take effect for 60 days to accommodate required initial processes. Unless delayed by Commission action, the "Effective Date" of this Agreement for all purposes will be the latest date reflected by the signing Parties.
- 4.2 This Agreement shall be effective to and through July 1, 2011 and, unless cancelled or terminated earlier in accordance with the terms hereof. If neither Party elects to terminate this Agreement as of the date of termination of the Term, this Agreement shall continue in force and effect on a month-to-month basis (each one-month period constituting a "Follow-on Term") unless and until cancelled or terminated as provided in this Agreement.

5. NOTICES

Except as otherwise provided, all notices and communication hereunder will be deemed to have been duly given when made in writing and delivered in person or deposited in the U.S. mail, certified, postage paid, return receipt requested, and addressed as follows:

To Bug Tussel: Erin Wichmann
Project Manager
130 East Walnut Street, Suite 509
Green Bay, Wisconsin 54301

To CenturyTel: Director, Contract Management
KSOPKB0402-413
9300 Metcalf Ave.
Overland Park, Kansas 66212

Copy To: Contract Management
100 CenturyTel Drive
Monroe, LA 71203

*Dakota Wireless Group, LLC d/b/a Bug Tussel Wireless and CenturyTel in Wisconsin
Adoption of Interconnection & Reciprocal Compensation
September 29, 2009*

IN WITNESS WHEREOF, Bug Tussel and CenturyTel have caused this Agreement to be executed by their respective duly authorized representatives.

**Dakota Wireless Group, LLC d/b/a
Bug Tussel Wireless**

CenturyTel

By: 
Name: Steven J. Schneider
Title: President
Date: 10/11/09

By: 
Name: Michael R. Hunsucker
Title: Director – Contract Management
Date: 10/22/09