



SBC Wisconsin  
722 N. Broadway  
Floor 13  
Milwaukee, WI 53202

October 13, 2005

Ms. Christy Zehner  
Secretary to the Commission  
Public Service Commission of Wisconsin  
P.O. Box 7854  
Madison, Wisconsin 53707-7854

Re: Application for Approval of a standalone E911 Interconnection Agreement between Wisconsin Bell, Inc., d/b/a SBC Wisconsin<sup>1</sup>, and Reedsburg Utility Commission.

Dear Ms. Zehner:

Wisconsin Bell, Inc., d/b/a SBC Wisconsin, and Reedsburg Utility Commission hereby request approval, pursuant to 47 U.S.C. 252, of a standalone E911 Interconnection Agreement between Wisconsin Bell, Inc., d/b/a SBC Wisconsin, and Reedsburg Utility Commission.

I have been authorized by Reedsburg Utility Commission to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

Reedsburg Utility Commission  
Brad Niebuhr  
Communications Specialist  
501 Utility Court  
Reedsburg, WI 53959  
Tel: 608-768-1000  
Fax: N/A

Very Truly Yours,

Joan Schoenberger

---

<sup>1</sup> Wisconsin Bell, Inc. ("Wisconsin Bell"), a Wisconsin corporation, is a wholly owned subsidiary of Ameritech Corporation, which owns the former Bell operating companies in the States of Illinois, Indiana, Michigan, Ohio and Wisconsin. Wisconsin Bell offers telecommunications services and operates under the names "SBC Wisconsin" and "SBC Ameritech Wisconsin", pursuant to assumed name filings with the State of Wisconsin. Ameritech Corporation is a wholly owned subsidiary of SBC Communications, Inc

**STANDALONE AGREEMENT FOR  
CONNECTIVITY TO E911 SELECTIVE ROUTERS  
AND ACCESS TO E911 AUTOMATIC  
LOCATION IDENTIFIER (ALI) DATABASE**

## TABLE OF CONTENTS

1. DEFINITIONS .....	3
2. SCOPE OF AGREEMENT, SERVICE DESCRIPTION, TERM .....	5
3. SBC RESPONSIBILITIES.....	7
4. ILEC RESPONSIBILITIES.....	8
5. MISROUTES AND TROUBLE INVESTIGATION.....	10
6. COMPENSATION.....	11
7. BILLING AND PAYMENT OF CHARGES.....	12
8. INTERVENING LAW AND RESERVATION OF RIGHTS.....	12
9. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS.....	13
10. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES.....	13
11. LIMITS OF LIABILITY.....	14
12. INDEMNITY.....	14
13. RELATIONSHIP OF THE PARTIES/ INDEPENDENT CONTRACTOR.....	15
14. NO THIRD PARTY BENEFICIARIES; ASSIGNABILITY; NO INTELLECTUAL PROPERTY RIGHTS CONVEYED.....	15
15. FORCE MAJEURE.....	16
16. NOTICES.....	16
17. DISPUTE RESOLUTION.....	17
18. FILING WITH REGULATORS.....	18
19. CONFIDENTIALITY.....	18
20. MISCELLANEOUS TERMS AND CONDITIONS.....	19

## **STANDALONE AGREEMENT FOR CONNECTIVITY TO E911 SELECTIVE ROUTERS AND ACCESS TO ALI DATABASE**

The Parties to this Agreement are Wisconsin Bell, Inc. d/b/a SBC Wisconsin ("SBC Wisconsin"), and the Reedsburg Utility Commission, an Independent Local Exchange Carrier (hereafter "ILEC") in Wisconsin.

WHEREAS, SBC Wisconsin is an incumbent local exchange carrier in portions of the state of Wisconsin who maintains E911 Selective Routers and an E911 Automatic Location Identification (ALI) database used to deliver E911 calls to various Public Safety Answering Points (PSAPs) in SBC Wisconsin territory; and

WHEREAS ILEC is an independent local exchange carrier certificated by the Wisconsin Public Service Commission who requests E911 connectivity and ALI database access for a geographic territory that is served by ILEC, but where SBC Wisconsin owns the E911 Selective Router for PSAPs in that territory.

NOW THEREFORE, this E911 Standalone Agreement, effective September 1, 2005, sets forth the terms and conditions upon which SBC Wisconsin will provide ILEC connection to the E911 Selective Routers and access to the ALI database for Wisconsin.

### **1. DEFINITIONS**

- 1.1 **"Automatic Location Identification" or "ALI"** means the automatic display at the PSAP of the caller's telephone number, the address/location of the telephone and, in some cases, supplementary Emergency Services information.
- 1.2 **"Automatic Number Identification" or "ANI"** means the telephone number associated with the access line or its equivalent from which an E911 Emergency Services call originates. The ANI telephone number must be (i) ten-digits, and (ii) follow the North American Numbering Plan Administration (NANPA) numbering guidelines.
- 1.3 **"Call Back Number"** means the 10 digit telephone number which may be used by the respective PSAP to call back the end user placing an E911 Emergency Services call in the event that the caller is disconnected. For the purposes of this Agreement, the Call Back Number must be a valid, dialable ten digit number.
- 1.4 **"Database Management System" or "DBMS"** means the system of procedures and computer programs used to create, store and update the data required to provide Selective Routing and/or Automatic Location Identification for E911.
- 1.5 **"Default Emergency Service Number" or "DESN"** means a three to five (3 to 5) digit number representing a default Emergency Service agency (Law Enforcement, Fire, and Emergency Medical Service) whenever a 911 call cannot be selectively routed due to ANI failure, garbled digits or other causes.
- 1.6 **"E911 Customer"** means a municipality or other state or local government unit, or an authorized agent of one or more municipalities or other state or local government units to whom authority has been lawfully delegated to respond to public emergency telephone calls, at a minimum, for emergency police and fire services through the use of one telephone number, 9-1-1. For clarity, an E911 Customer may be an individual PSAP, or an entity responsible for the management and operation of multiple PSAPs within a given geographic area. (See also "PSAP").

- 1.7 **"E911 Facility"** means the transport between the ILEC's point of interface and the SBC Wisconsin designated building or hub for the appropriate E911 Selective Router. E911 Facilities are typically established at the DS-1 level (DS-1 is the 1.544 Mbps first-level signal in the time division multiplex hierarchy).
- 1.8 **"E911 Service" (also referred to as "Expanded 911 Service" or "Enhanced 911 Service")** means a telephone exchange communications service whereby a Public Safety Answering Point (PSAP) answers telephone calls placed by dialing or translating the number "9-1-1." E911 Service includes the service provided by the lines and equipment associated with the service arrangement for the answering, transferring, and dispatching of public emergency telephone calls dialed to 911. E911 Service provides completion of a call for E911 Emergency Services via dedicated trunking facilities and includes Automatic Number Identification (ANI), Automatic Location Identification (ALI), and/or Selective Routing capabilities.
- 1.9 **"E911 System"** means the set of network, database and customer premise equipment (CPE) components required to provide Emergency Services via 9-1-1 dialing.
- 1.10 **"E911 Trunk"** means a DS0 level communication channel riding ILEC's E911 Facility. (DS0 is up to 64 Kbps zero-level signal in the time division multiplex hierarchy.) An E911 Trunk is distinguished from other DS0 trunks in that it must be capable of transmitting Automatic Number Identification (ANI) to the Selective Router for delivery to the PSAP.
- 1.11 **"Emergency Services"** means police, fire, ambulance, rescue, and medical services.
- 1.12 **"Emergency Service Number" or "ESN"** means a three to five digit number representing a unique combination of emergency service agencies (Law Enforcement, Fire, and Emergency Medical Service) designated to serve a specific range of addresses within a particular geographical area. The ESN facilitates selective routing and selective transfer, if required, to the appropriate PSAP and the dispatching of the proper service agency(ies).
- 1.13 **"Master Street Address Guide" or "MSAG"** means the official PSAP listing of all streets and house number ranges within a 911 service area. The streets and address ranges are assigned Selective Routing codes, or Emergency Service Numbers (ESNs) to enable proper routing of 911 calls.
- 1.14 **"NENA Company Identifier" or "NENA Company ID"** means the three to five (3 to 5) character identifier obtained by the ILEC from the National Emergency Number Association (NENA), 4350 N. Fairfax Drive, Suite 750, Arlington, VA 22203-1695 (see NENA's website, currently at [www.nena9-1-1.org](http://www.nena9-1-1.org)).
- 1.15 **"Public Safety Answering Point" or "PSAP"** means an answering location for E911 calls originating in a given area. The E911 Customer may designate a PSAP as primary or secondary, which refers to the order in which calls are directed for answering. Primary PSAPs answer calls; secondary PSAPs receive calls on a transfer basis. PSAPs are public safety agencies such as police, fire, emergency medical, etc., or a common bureau serving a group of such entities.
- 1.16 **"Rate Center"** means a geographically specified area used for determining mileage and/or usage dependent rates in the public (circuit) switched telephone network.
- 1.17 **"Selective Router"** means the routing and equipment used to route a 911 call to the proper PSAP based upon the number and location of the caller. Selective routing is controlled by an ESN, which is derived from the location of the access line (or its equivalent) from which the E911 call was placed. In some PSAP or NENA materials Selective Routers may also be referred to as "E911 Control Offices" or

"E911 Tandems," which for purposes of this Agreement shall be deemed synonymous with Selective Routers.

## 2. SCOPE OF AGREEMENT, SERVICE DESCRIPTION, TERM

### 2.1 Scope of Agreement

2.1.1 This Agreement sets forth the rates, terms and conditions under which SBC Wisconsin shall provide E911 Selective Routing (including the physical connection between the ILEC switch or switches to SBC Wisconsin E911 Selective Routers), and under which SBC Wisconsin shall permit ILEC to enter E911 records (meaning, the name, address, Call Back Number, and related information) for ILEC's end users into SBC Wisconsin's E911 Database Management System.

2.1.2 The terms and conditions of this Agreement represent a negotiated plan for providing interconnection to SBC Wisconsin E911 Selective Routers for the purpose of routing E911 calls to a Public Safety Answering Point (PSAP), and are at all times subject to the approval of the PSAP or applicable E911 Customer for that particular geographic area. Subject to receiving all necessary approvals, the parties intend for ILEC E911 Emergency Services calls to travel from the ILEC switch to the SBC Wisconsin E911 Selective Routers and then be read, processed, and utilized by the PSAP as follows:

2.1.2.1 The E911 Selective Router routes the E911 Emergency Services call from the ILEC end user to the appropriate PSAP based on the ANI received, or the Default Emergency Service Number (DESN) assigned to the trunk group.

2.1.2.2 Upon receipt of the call, the PSAP forwards the ANI information to the SBC Wisconsin ALI database over an existing data network where the PSAP then retrieves the stored name, address and location information associated with the ANI.

2.1.2.3 The SBC Wisconsin ALI database will process the PSAP's ANI query and return the caller's ALI address and location information and Call Back Number over the existing data link, which the PSAP then displays on the call-taker's workstation for handling by the emergency response personnel.

2.1.3 Provided that SBC Wisconsin's E911 Selective Routers are working properly, the Parties agree that ILEC, not SBC Wisconsin, has the ultimate responsibility to deliver its end users' E911 calls, as well as the ANI or Call Back Number for each call, to the appropriate PSAP or designated statewide default answering point, or other E911 Customer serving the caller's location.

2.2 The Parties acknowledge and agree that SBC Wisconsin can only provide E911 Selective Routing in territory where SBC Wisconsin is the E911 network provider, and then only that E911 service configuration as established by the E911 Customer. In consideration for SBC Wisconsin entering into this Agreement, ILEC promises not to request upgrades, enhancements or improvements in SBC Wisconsin's E911 Selective Routers or E911 Database Management System, all of which are by mutual agreement being provided on an "as is" basis.

- 2.2.1 ILEC is responsible for notifying and gaining the appropriate approvals from the PSAP or E911 Customer in the area in which service is to be established, prior to sending live E911 traffic to that PSAP or E911 Customer. ILEC also agrees to be responsible for compliance with any applicable statewide E911 requirements.
- 2.2.2 Once ILEC is authorized by the E911 Customer to deliver E911 calls in the E911 Customer's serving area, ILEC shall provide documentation of all such E911 Customer approval(s) to SBC Wisconsin.
- 2.3 The Parties agree that any E911 Trunks or E911 Facilities established under this ILEC Standalone Agreement shall not mix ILEC and non-ILEC E911 traffic, and thus shall NOT also carry
  - 2.3.1 Competitive Local Exchange Carrier's (CLEC's) circuit-switched landline E911 Emergency Services calls, or
  - 2.3.2 Other Independent LECs or Rural LECs circuit-switched landline E911 Emergency Services calls, or
  - 2.3.3 Wireless carriers' circuit-switched mobile E911 Emergency Services calls.
  - 2.3.4 Voice over Internet Protocol (VOIP) E911 Emergency Services calls.
- 2.4 This Standalone Agreement shall apply for a term of two (2) years, beginning September 1, 2005 and ending August 31, 2007, subject to the following:
  - 2.4.1 If the Wisconsin Public Service Commission cancels, revokes, or otherwise rescinds ILEC's authorization to carry E911 calls during the fixed term set forth above, then SBC Wisconsin may, at its election, terminate this Agreement immediately and all monies owed on all outstanding invoices shall become due and owing.
  - 2.4.2 If at the end of the fixed term set forth above, if neither Party has renewed, renegotiated, or served written notice of its intent to terminate this Agreement, then the Parties agree that the Agreement will continue on a month-to-month "rolling" basis.
  - 2.4.3 If this Agreement continues on a month-to-month rolling basis, all terms and conditions herein apply as written, except that SBC Wisconsin shall be free to increase the recurring rates shown on Exhibit A (Price Schedule) upon 30 days advance written notice, so long as the monthly total dollar amount of the rate increases does not exceed a 10% increase in month-over-month recurring charges to ILEC. The Parties agree that the Non-Recurring Charges shall not be increased nor included in the 10% month-over-month increase.
  - 2.4.4 If this Agreement continues on a month-to-month rolling basis after its initial term, the Parties agree that no new physical interconnections to SBC Wisconsin's E911 Selective Routers shall be permitted unless both Parties mutually agree.

### **3. SBC RESPONSIBILITES**

- 3.1 Facilities and Trunks
  - 3.1.1 SBC Wisconsin shall provide and maintain sufficient E911 trunk ports, cross connects and capacity on its Selective Routers to deliver ILEC's E911 traffic to the applicable PSAPs.

- 3.1.2 SBC Wisconsin shall interconnect the ILEC's E911 Facility to the Selective Router, provided that ILEC's designated E911 Facility and Trunks meet the requirements of section 4 below.
    - 3.1.2.1 SBC Wisconsin shall connect ILEC's diverse E911 Facilities to each applicable Selective Router (where available, and technically feasible).
    - 3.1.2.2 Based upon the incoming ANI or Default ESN associated with the incoming E911 Emergency Services call, SBC Wisconsin selectively route the E911 Emergency Services calls to the corresponding PSAP.
  - 3.1.3 During E911 Trunk and Facility provisioning, SBC Wisconsin will cooperate with ILEC to ensure that all E911 Trunks and Facilities are capable of carrying live traffic between ILEC's switch or switches and the Selective Router(s), including but not limited to continuity testing.
  - 3.1.4 SBC Wisconsin shall designate each E911 Trunk or Facility as being used for E911 Service, and for repair and maintenance purposes shall treat any such E911 Trunk or Facility at parity with the priority associated with E911 Service generally, including without limitation the priority associated with E-911 Service to itself and its affiliates or related companies.
  - 3.1.5 SBC Wisconsin shall be responsible for the isolation, coordination and restoration of all E911 network maintenance problems on its side of the network. SBC Wisconsin shall work cooperatively and expeditiously to correct any defects that exist on its side of the demarcation between ILEC's and SBC Wisconsin's network.
- 3.2 Database
- 3.2.1 Where SBC Wisconsin administers the ALI Database, SBC Wisconsin shall provide ILEC access to the SBC Wisconsin Database Management System to load, store and update ILEC's end user E911 records (that is, the name, address, and associated Call Back Number) in the ALI database, but the Parties agree that ILEC, not SBC Wisconsin, is ultimately responsible for entering and updating ILEC end user 911 records into the database.
  - 3.2.2 SBC Wisconsin shall coordinate access to the SBC Database Management System with other carriers in the state, and provide documented methods and procedures for ILEC to follow in the event of software upgrades, security enhancements or other improvements in the process for loading and updating end user E911 records.
  - 3.2.3 SBC Wisconsin shall accept all electronically transmitted E911 records that are compliant with the NENA standards in effect at the time of transmission, and will upload ILEC's end user E911 records into the ALI database exactly as they are submitted by ILEC. SBC Wisconsin shall provide ILEC with any applicable error and/or status reports generated by the SBC Database Management System.
  - 3.2.4 Upon written request by ILEC, SBC Wisconsin shall provide ILEC with an electronic file containing the Master Street Address Guide (MSAG) at the rates specified in the attached price schedule (Exhibit A).
  - 3.2.5 SBC Wisconsin shall establish a process for the management of NPA splits by populating the E911 Database Management System with the appropriate new NPA codes.

## 4. ILEC RESPONSIBILITIES

### 4.1 Overarching ILEC Requirements

- 4.1.1 ILEC must maintain an official NENA Company ID and remain compliant with NENA standards, including, but not limited to, the requirement that ILEC make technical assistance available on a 24 hour, 7 day a week, basis, in the event a PSAP needs to contact ILEC for call trace, hostage situations, investigation of prank calls, etc.
- 4.1.2 ILEC must provide an official Access Carrier Name Abbreviation (ACNA) (currently assigned by Telcordia Technologies, Inc.) and an official national Operating Company Number (OCN) (currently assigned by the National Exchange Carrier Association (NECA)) for use in SBC Wisconsin ordering, billing, maintenance, and inventorying systems.
- 4.1.3 ILEC's switch or switches must be able to recognize the digits 9-1-1 as a complete dialing code, bearing in mind that in some PBX systems, it may be necessary to dial a single digit network access code before dialing 9-1-1 (e.g., dial "9" to make a call outside of the PBX prior to dialing 9-1-1).
- 4.1.4 ILEC's switch or switches must have an official 11-character Common Language Location Identifier (CLLI) (as assigned by Telcordia Technologies Inc.) designation for purposes of provisioning E911 Facility and E911 Trunk orders.

### 4.2 E911 Facilities Requirements.

- 4.2.1 ILEC will establish sufficient E911 Facilities from the ILEC switch or switches to each applicable SBC Wisconsin Selective Router. ILEC shall either provide their own 911 Facilities, acquire 911 Facilities from a third party, or lease 911 Facilities from SBC Wisconsin's federal or state Special Access Tariffs, provided that, regardless of how the E911 Facilities are provisioned:
  - 4.2.1.1 the E911 Trunks riding the E911 Facilities are dedicated to the transport of E911 calls, and do not also carry other voice traffic, and
  - 4.2.1.2 ILEC provides a valid 11-character CLLI code for the "A" end of the E911 Facility point of interface, and then purchases or builds the E911 Facility to the "Z" end of the circuit using the 11-character CLLI code designated by SBC Wisconsin for the corresponding Selective Router; and
  - 4.2.1.3 If the ILEC switch or switches are located in a different LATA from the "Z" end SBC Wisconsin Selective Router, ILEC will establish transport facilities to a physical point of presence within the same LATA as the applicable Selective Router.
- 4.2.2 ILEC will establish diverse E911 Facilities (meaning, a physically different call path sufficiently separate to continue E911 call routing in the event of a cable cut to the primary call path, to the extent diverse paths are available and technically feasible) to each Selective Router. The ILEC is responsible for initiating orders for diverse E911 Facilities.
- 4.2.3 ILEC shall interconnect with each SBC Wisconsin E911 Selective Router that serves the Rate Center or local exchange areas in which ILEC will provide E911 Service to its end users.

4.2.4 ILEC acknowledges that its end users in a single local calling scope may be served by different Selective Routers and that ILEC shall be responsible for providing transport facilities to route E911 Emergency Service calls from its end users to the proper E911 Selective Router.

#### 4.3 E911 Trunking Requirements

4.3.1 ILEC shall establish dedicated trunk group(s) with a minimum of two (2) one-way outgoing E911 Trunk(s) dedicated for originating 911 Emergency Service calls from a given ILEC switch to connect to each Selective Router, where applicable. Where SS7 connectivity is available and required by the applicable E911 Customer, the Parties agree to implement SS7 common channel signaling trunks rather than multi-frequency trunks.

4.3.3.1 ILEC is responsible for providing a separate E911 trunk group for each county or other geographic area that the ILEC serves if the E911 Customer for such county or geographic area has a specified varying default routing condition. Where PSAPs do not have the technical capability to receive 10-digit ANI, E911 traffic originating in one NPA (area code) must be transmitted over a separate E911 trunk group from E911 traffic originating in any other NPA (area code) 911.

4.3.3.2 ILEC is responsible for providing appropriate E911 Trunk CLLI codes and other circuit identifiers. If the ILEC switch or switches are located in a different LATA from the "Z" end SBC Wisconsin Selective Router, ILEC agrees to provide Telcorida-approved "pseudo-CLLI" codes for the E911 Trunks that designate the circuit "A" and "Z" ends as entirely intraLATA.

4.3.2 ILEC is responsible for determining the proper quantity of trunks and transport facilities from its physical point of presence to the SBC Wisconsin Selective Router(s).

4.3.3 ILEC shall be responsible for engineering its E911 Trunks to attain a minimum P.01 grade of service as measured using the "busy day/busy hour" criteria or, if higher, at such other minimum grade of service as required by applicable law or duly authorized governmental authority.

4.3.4 ILEC shall be responsible for monitoring its E911 Trunks for the purpose of determining originating network traffic volumes and ordering additional trunks as may be necessary in ILEC's reasonable discretion in light of such traffic volumes.

4.3.5 During E911 Trunk and Facility provisioning, ILEC will cooperate with SBC Wisconsin to ensure that all E911 Trunks and Facilities are capable of carrying live traffic between ILEC's switch or switches and the Selective Router(s), including but not limited to continuity testing.

4.3.6 ILEC shall be responsible for the isolation, coordination and restoration of all E911 network maintenance problems on its side of the network. ILEC shall work cooperatively and expeditiously to correct any defects that exist on its side of the demarcation between ILEC's and SBC Wisconsin's network.

#### 4.4 Database

4.4.1 ILEC shall be responsible for entering and updating its end users E911 records to SBC Wisconsin for inclusion in SBC's Database Management System on a timely basis. ILEC shall provide initial and timely ongoing updates for each end user that includes end user's ANI, Name, Call Back Number, physical address and location information.

- 4.4.1.1 Because SBC's Database Management System is accessed by other carriers in the state and region, ILEC agrees to follow the SBC documented methods and procedures for E911 database entry, including any applicable software upgrades, security enhancements or other improvements in the process for loading and updating end user E911 records.
- 4.4.2 ILEC shall provide initial and ongoing updates of its end user E911 records that are at all times:
  - 4.4.2.1 MSAG-valid
  - 4.4.2.2 in electronic format (i.e. not a facsimile), and
  - 4.4.2.3 compliant with NENA standards
- 4.4.3 ILEC shall adopt the use of a NENA Company ID on all end user 911 records in accordance with NENA standards and as requested by the E911 Customer. (The NENA Company ID is used to identify the service provider of record.)
- 4.4.4 ILEC is responsible for updating the ALI database when its end users ALI information changes, and for correcting all errors that may be discovered after the E911 record has been entered.
- 4.4.5 ILEC shall be solely responsible for providing test records and conducting call-through testing on all new Rate Centers in which ILEC serves.
- 4.4.6 ILEC shall also be responsible for investigating and resolving ALI discrepancy reports, no record found reports, and misroute reports for its end users.
- 4.5 911 Surcharge Remittance to PSAP
  - 4.5.1 ILEC agrees that it is the retail provider of E911 dialing capability to its end users, regardless of how the ILEC serves the end user and that as such:
    - 4.5.1.1 Where E911 surcharges or fees are assessed on ILEC by the municipality or government agency in accordance with the appropriate E911 cost recovery plan applicable to that local jurisdiction, ILEC is responsible for collecting and remitting the applicable E911 surcharges or fees directly to the applicable municipalities or government agencies, and
    - 4.5.1.2 ILEC agrees to handle any disputes from its end users and/or the PSAP regarding the assessment and remittance of E911 surcharges or fees.

## **5. MISROUTES AND TROUBLE INVESTIGATION**

- 5.1 Misroutes
  - 5.1.1 ILEC is responsible for responding to PSAP complaints as a resulting from misrouted calls that occur as a result of the ILEC call delivery to an improper PSAP. SBC Wisconsin will, however, continue to work PSAP-initiated trouble tickets as a part of SBC Wisconsin standard methods and procedures, and will cooperate with ILEC in any jointly-handled trouble investigation.

5.2 Trouble Investigation

- 5.2.1 If SBC Wisconsin works E911 trouble tickets as a result of ILEC network failures or misroutes or other network issues, ILEC shall compensate SBC Wisconsin on a time and material basis for resolving the trouble tickets, at the rates and terms set forth under the applicable SBC Wisconsin tariff.

**6. COMPENSATION**

- 6.1 SBC Wisconsin shall charge ILEC, and ILEC agrees to pay the applicable rates and charges found in the attached price schedule (see Exhibit A) which are broken out as follows:

6.1.1 Recurring Rates

6.1.1.1 Monthly recurring E911 Trunk Port charges

6.1.1.2 Monthly recurring ALI Database administration charges (assessed on a per 100 records entered basis)

6.1.2 Nonrecurring Charges

6.1.2.1 A one-time, non-recurring charge to establish the E911 Trunk Ports on the Selective Router

6.1.2.2 A one-time, non-recurring charge to establish access to the SBC Database Management System

6.1.2.2 Miscellaneous one-time charges for MSAG files, SecureID cards, and Selective Router coverage maps

6.1.3 Option 1 and Option 2 Rates

The Parties agree that the Recurring and Non-Recurring Rates in Exhibit A are set out under two columns:

- Option 1: With SBC Special Access facilities ordered by ILEC, and
- Option 2: Without SBC Special Access facilities ordered by ILEC (whether self-provisioned or obtained through a third party.)

The Parties agree that all E911 Trunks in a trunk group must be either all on Option 1, or all on Option 2.

- 6.2 If ILEC orders SBC Wisconsin special access facilities under Option 1 above, those recurring and non-recurring charges will be separately billed as set forth in the applicable FCC Special Access Tariff, and are not displayed in the price schedule set forth in Exhibit A below.

**7. BILLING AND PAYMENT OF CHARGES**

- 7.1 SBC Wisconsin shall include all charges for services rendered under this Agreement on a monthly bill(s) rendered to ILEC (hereinafter "invoice"). The invoice shall be sent to the billing address

associated with ILEC's Access Carrier Name Abbreviation (ACNA), and shall detail charges on a state-by-state basis depending on the ILEC's Operating Company Number (OCN) specified on the facility/trunk orders.

- 7.2 ILEC shall pay all charges under this Agreement within thirty (30) days of the invoice date, but may raise a good faith billing dispute as set forth in section 7.3 below. In the event of late payments, ILEC shall pay SBC Wisconsin interest on the unpaid balance at the lower of one (1) percent per month or the highest interest rate permitted by applicable law.
- 7.3 A good faith billing dispute under this Agreement requires ILEC to provide a written claim to SBC Wisconsin to permit SBC Wisconsin to investigate the merits of the dispute. Such claim must identify the following within ten (10) business days from the date SBC Wisconsin is notified of the dispute: (a) the account number under which the invoice has been rendered; (b) the specific charge that ILEC believes was billed in error; (c) the date of the invoice; and (d) a brief description of the reason or grounds for the dispute. ILEC billing inquiries and/or claims of overbilling shall be referred to SBC Wisconsin for investigation within six (6) months of the charge(s) first appearance on the invoice to ILEC. Absent a claim and/or dispute by ILEC as to a charge within six (6) months from its first appearance on an invoice to ILEC, such charge shall be deemed to be correct.
- 7.4 SBC Wisconsin shall have no right to bill or collect for any fee, assessment or charge under the Agreement, unless such charge is invoiced within twelve (12) months after the rendering of the service to which the fee, tax or charge relates. If the Parties determine that ILEC was billed incorrectly for services rendered pursuant to this Agreement, a billing adjustment shall be calculated. If a refund is due, an adjustment shall be made for the overcharges. If an overcharge is adjusted within three (3) billing cycles of the invoice in error, interest will not be applicable. If the overcharge is not adjusted within three (3) billing cycles, simple interest on the amount, minus any amount withheld by ILEC for the dispute, will be credited at the lower of one (1) percent per month or the highest interest rate permitted by applicable law in that state. If the dispute is decided in favor of SBC Wisconsin, then the resolution date will be the date upon which Notice is deemed to have been received by ILEC under the Notice provisions in this Agreement ("Resolution Date") and ILEC shall pay SBC Wisconsin interest on any amount withheld at the lower of one (1) percent per month or the highest interest rate permitted by applicable law in that state within fourteen (14) days of the Resolution Date.

## 8. INTERVENING LAW AND RESERVATION OF RIGHTS

- 8.1 The Parties acknowledge and agree that as of the time of executing this Agreement, the Federal Communications Commission (FCC) has issued various rulings affecting E911 Emergency Services calls, including but not limited to
- *Wireless Communications and Public Safety Act of 1999*, Pub. L. No. 106-81, 113 Stat. 1286, § 2(b) (1999) ("911 Act")(codified at 47 U.S.C. § 251(e)); and
  - *Implementation of the 911 Act; The Use of N11 Codes and Other Abbreviated Dialing Arrangements*, WT Docket No. 01-110, CC Docket No. 92-105, Fourth Report and Order and Third Notice of Proposed Rulemaking, and Notice of Proposed Rulemaking, 15 FCC Rcd 17079 (2000) ("N11 Codes Fourth Report and Order"); and
  - *First Report and Order and Notice of Proposed Rulemaking on E911 Requirements for IP-Enabled Service Providers, FCC 05-116*, ("VOIP E911 Order"), in WC Dockets 04-36 and 05-196 (released June 3, 2005).

- 8.2 In the event the FCC or any legislative or administrative body of competent jurisdiction (including state public utility commissions), or any court of competent jurisdiction, promulgates legally effective statutes, rules, regulations, orders or decisions which materially affect any provision of this Agreement, including without limitation any orders or decisions that materially reverse, remand, or affect either Party's obligations under this contract, then the Parties agree that upon the written request of either Party, they shall negotiate in good faith to amend the Agreement in accordance with such statutes, rules, regulations, orders or decisions. If the Parties are unable to agree upon the conforming modifications required within thirty (30) days from the written notice, any disputes between the Parties concerning the interpretation of the actions required or the provisions affected by such order shall be resolved pursuant to the dispute resolution process.
- 8.3 The Parties agree that neither Party will argue or take the position before any state or federal regulatory commission or court that any provisions set forth in this Agreement constitute an agreement or waiver relating to the appropriate routing, treatment and compensation for VOIP traffic and/or traffic utilizing in whole or part Internet Protocol technology; rather, each Party expressly reserves any rights, remedies, and arguments they may have as to such issues including but not limited, to any rights each may have as a result of the FCC's Order *In the Matter of Petition for Declaratory Ruling that AT&T's Phone-to-Phone IP Telephony Services are Exempt from Access Charges*, WC Docket No. 02-361 (rel. April 21, 2004); and the FCC's Notice of Proposed Rulemaking *In the Matter of IP-Enabled Services*, WC Docket 04-36 (rel. March 10, 2004).

## **9. PUBLICITY AND USE OF TRADEMARKS OR SERVICE MARKS**

- 9.1 Neither Party nor its subcontractors or agents shall use in any advertising or sales promotion, press releases, or other publicity matters any endorsements, direct or indirect quotes, or pictures that imply endorsement by the other Party or any of its employees without such other Party's prior written approval. Each Party will submit to the other Party for written approval, prior to publication, all publicity matters that mention or display one another's name and/or marks or contain language from which a connection to said name and/or marks may be inferred or implied; the Party to whom a request is directed shall respond promptly. Nothing herein, however, shall be construed as preventing either Party from publicly stating, including to the FCC and any state regulatory agency, the fact that it has executed this Agreement with the other Party.
- 9.2 Nothing in this Agreement shall grant, suggest, or imply any authority for one Party to use the name, trademarks, service marks, logos, proprietary trade dress or trade names of the other Party in any advertising, press releases, publicity matters, marketing and/or promotional materials or for any other commercial purpose without prior written approval from such other Party.

## **10. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES**

- 10.1 EXCEPT AS MAY BE EXPRESSLY PROVIDED HEREIN, NEITHER PARTY MAKES OR RECEIVES ANY WARRANTY, EXPRESS OR IMPLIED, WITH RESPECT TO THE FUNCTIONS, FACILITIES, PRODUCTS AND SERVICES IT PROVIDES UNDER 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. ADDITIONALLY, NO PARTY TO THIS AGREEMENT ASSUMES RESPONSIBILITY WITH REGARD TO THE CORRECTNESS OF DATA OR INFORMATION SUPPLIED BY ANY OTHER PARTY TO THIS AGREEMENT WHEN SUCH DATA OR INFORMATION IS ACCESSED AND USED BY A THIRD PARTY.

## 11. LIMITS OF LIABILITY

- 11.1 In no event shall either Party's liability under this Agreement to the other Party for any loss arising out of the E911 System or any errors, interruptions, defects, failures or malfunctions of the E911 System, including any and all equipment and data processing systems associated therewith exceed an amount equivalent to the total charges invoiced pursuant to the Agreement; provided, however, that each Party's liability and potential damages, if any, for its gross negligence, recklessness or intentional misconduct, bodily injury, death or damage to tangible real or personal property, is not limited by the foregoing, or any other provision of this Agreement.
- 11.2 Except as described in Section 11.1 above, in no event shall either Party be liable to the other Party for any indirect, incidental, consequential, reliance, or special damages suffered by such other Party (including without limitation damages for harm to business, lost revenues, lost savings, or lost profits suffered by such other Party), regardless of the form of action, whether in contract, warranty, strict liability, or tort, including without limitation, negligence of any kind, whether active or passive, and regardless of whether the Parties knew of the possibility that such damages could result. Each Party hereby releases the other Party (and such other Party's subsidiaries and affiliates, and their respective officers, directors, employees and agents) from any such claim for consequential damages.

## 12. INDEMNITY

- 12.1 Except as otherwise expressly provided herein, each Party shall be responsible only for the functions, facilities, products and services which are provided by that Party, its authorized agents or subcontractors, and neither Party shall bear any responsibility for the functions, facilities, products and services provided by the other Party, its agents or subcontractors.
- 12.2 Except as otherwise expressly provided herein, and to the extent not prohibited by applicable law and not otherwise controlled by tariff, each Party (the "Indemnifying Party") shall release, defend and indemnify the other Party (the "Indemnified Party") and hold such Indemnified Party harmless against any claim, loss, damage, liability or expense (including reasonable attorneys fees) by a Third Party (hereafter, "Third Party Claim") arising out of the negligence or willful misconduct (collectively, "Fault") of such Indemnifying Party, its agents, employees, contractors, or others retained by such Parties, in connection with the Indemnifying Party's provision of the functions, facilities, products and services under this Agreement; provided, however, that (i) with respect to employees or agents of the Indemnifying Party, such Fault occurs while performing within the scope of their employment, (ii) with respect to subcontractors of the Indemnifying Party, such Fault occurs in the course of performing duties of the subcontractor under its subcontract with the Indemnifying Party, and (iii) with respect to the Fault of employees or agents of such subcontractor, such Fault occurs while performing within the scope of their employment by the subcontractor with respect to such duties of the subcontractor under the subcontract.
- 12.3 Except as otherwise provided, in the case of any loss alleged or claimed by a third party to have arisen out of the negligence or willful misconduct of any Party, each Party shall bear, and its obligation shall be limited to, that portion (as mutually agreed to by the Parties or as otherwise established) of the resulting expense caused by its own negligence or willful misconduct or that of its agents, servants, contractors, or others acting in aid or concert with it.
- 12.4 Nothing in this Section 12 shall be construed as a waiver or limitation by either Party of any indemnification or liability protections which may be, or which may become, available under federal or state law to limit the liability of entities providing E911 services, all such rights expressly reserved.

### **13.0 RELATIONSHIP OF THE PARTIES / INDEPENDENT CONTRACTOR**

- 13.1 Each Party is an independent contractor, and has and hereby retains the right to exercise full control of and supervision over its own performance of its obligations under this Agreement and retains full control over the employment, direction, compensation, and discharge of its employees assisting in the performance of such obligations. Each Party and each Party's contractor(s) shall be solely responsible for all matters relating to payment and benefits of such employees, including the withholding or payment of all applicable federal, state and local income taxes, social security taxes and other payroll taxes with respect to its employees, as well as any taxes, contributions or other obligations imposed by applicable state unemployment or workers' compensation acts and all other regulations governing such matters. Each Party has sole authority and responsibility to hire, fire and otherwise control its employees.
- 13.2 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. Nothing herein will be construed as making either Party responsible or liable for the obligations and undertakings of the other Party. Except for provisions herein expressly authorizing a Party to act for another, nothing in this Agreement shall constitute a Party as a legal representative or agent of the other Party, nor shall a Party have the right or authority to assume, create or incur any liability or any obligation of any kind, express or implied, against or in the name or on behalf of the other Party unless otherwise expressly permitted by such other Party. Except as otherwise expressly provided in this Agreement, no Party undertakes to perform any obligation of the other Party, whether regulatory or contractual, or to assume any responsibility for the management of the other Party's business.

### **14. NO THIRD PARTY BENEFICIARIES; ASSIGNABILITY; NO INTELLECTUAL PROPERTY RIGHTS CONVEYED**

- 14.1 No Third Party Beneficiaries
- 14.1.1 This Agreement is for the sole benefit of the Parties hereto and nothing expressed or implied shall create or be construed to create any third party beneficiary rights hereunder. Each Party may without the consent of the other Party fulfill its obligations under this Agreement by itself, or it may cause an affiliate, vendor or third party subcontractor to take some or all of such actions to fulfill such obligations. In the event of any delegation to an affiliate, vendor, or third party subcontractor, the delegating Party shall remain fully liable for the performance of this Agreement in accordance with its terms. This Agreement shall not provide any affiliate, vendor, third party subcontractor, or other person(s), not a party hereto with any remedy, claim, liability, reimbursement, cause of action, or other right in excess of those existing without reference hereto.
- 14.2 Assignability
- 14.2.1 Neither Party may assign or transfer its rights or obligations under this Agreement except under such terms and conditions as are mutually acceptable to the other Party and with prior written consent, which consent shall not be unreasonably withheld.
- 14.3 No Intellectual Property Rights Conveyed
- 14.3.1 Any intellectual property originating from or developed by a Party shall remain in the exclusive ownership of that Party. Neither Party hereby conveys any licenses to use any intellectual property rights and neither Party makes any warranties, express or implied, concerning that Party's (or any Third Parties') rights with respect to such intellectual property

rights, or any vendor licenses and warranties deemed to be a part of those intellectual property rights.

## 15. FORCE MAJEURE

15.1 No Party shall be responsible for delays or failures in performance of any part of this Agreement resulting from acts or occurrences beyond the reasonable control of such Party, including acts of nature, acts of civil or military authority, any law, order, regulation, ordinance of any Governmental Authority, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, hurricanes, floods, work stoppages, equipment failures, cable cuts, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions, inability despite the exercise of all commercially reasonable efforts to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure Event") or any delay caused by the other Party or any other circumstances beyond the Party's reasonable control. If a Force Majeure Event shall occur, the Party affected shall give prompt notice to the other Party of such Force Majeure Event specifying the nature, date of inception and expected duration of such Force Majeure Event, whereupon such obligation or performance shall be suspended to the extent such Party is affected by such Force Majeure Event during the continuance thereof or be excused from such performance depending on the nature, severity and duration of such Force Majeure Event (and the other Party shall likewise be excused from performance of its obligations to the extent such Party's obligations relate to the performance so interfered with). The affected Party shall use its reasonable efforts to avoid or remove the cause of nonperformance and the Parties shall give like notice and proceed to perform with dispatch once the causes are removed or cease.

## 16. NOTICES

16.1 Any notice or other written communication required or permitted to be given by a Party under this Agreement must be addressed to the attention of the other Party's representative identified in this Section, and will be deemed delivered: (i) five (5) business days after the notice has been mailed by certified mail, if applicable, or (ii) the next business day after receipted delivery to a recognized overnight courier.

NOTICE CONTACT	Reedsburg Utility Commission	SBC WISCONSIN
NAME/TITLE	Brad Niebuhr/Communications Specialist	Contract Management ATTN: Notices Manager
STREET ADDRESS	501 Utility Court	311 S. Akard, 9 <sup>th</sup> Floor Four SBC Plaza
CITY, STATE, ZIP CODE	Reedsburg, WI 53959	Dallas, TX 75202-5398
TELEPHONE NUMBER	608 768-1000	214-464-1933
FACSIMILE NUMBER		214-464-2006

16.2 Either Party may unilaterally change its designated contact, address, telephone number, and/or facsimile number for the receipt of notices by giving written notice to the other Party in compliance with this Section. Any notice to change the designated contact, address, telephone, and/or facsimile number for the receipt of notices shall be deemed effective five (5) days following receipt by the other Party.

## 17. DISPUTE RESOLUTION

- 17.1 The Parties desire to resolve disputes arising out of this Agreement without litigation. Accordingly, the Parties agree to use the following Dispute Resolution procedures with respect to any controversy or claim arising out of or relating to this Agreement or its breach.
- 17.2 All billing disputes/claims must be provided in writing, in accordance with the dispute resolution procedures set forth herein.
- 17.3 No claim may be brought for any dispute arising from this Agreement more than twelve months from the date of the occurrence which give rise to the dispute.
- 17.4 In the event of a dispute between the Parties arising from or relating to the performance of this Agreement, either party may serve written notice of the dispute to the contract Notice Designee above. Upon receipt of such written notice, each Party will appoint a knowledgeable, responsible representative to meet and negotiate in good faith to resolve any dispute arising under this Agreement. The location, form, frequency, duration, and conclusion of these discussions will be left to the discretion of the representatives. Upon agreement, the representatives may utilize other alternative dispute resolution procedures such as mediation to assist in the negotiations. Discussions and the correspondence among the representatives for purposes of settlement are exempt from discovery and production and will not be admissible in the arbitration described below or in any lawsuit without the concurrence of both Parties. Documents identified in or provided with such communications that were not prepared for purposes of the negotiations are not so exempted, and, if otherwise admissible, may be admitted in evidence in the arbitration or lawsuit.
- 17.5 If after thirty (30) days the dispute is not resolved through the company representatives above, it is agreed that the dispute if it is to be formally resolved, shall be settled by binding arbitration in accordance with the American Arbitration Association - Arbitration Rules and Procedures as amended by this Agreement. The costs of arbitration, including the fees and expenses of the arbitrator, shall be shared equally by the Parties unless the arbitration award provides otherwise. Each Party shall bear the cost of preparing and presenting its case. The Parties agree that this provision and the Arbitrator's authority to grant relief shall be subject to the United States Arbitration Act, 9. U.S.C. 1-16 et seq. ("USAA"), the provisions of this Agreement, and the ABA-AAA Code of Ethics for Arbitrators in Commercial Disputes. The Parties agree that the arbitrator shall have no power or authority to make awards or issue orders of any kind except as expressly permitted by this Agreement, and in no event shall the arbitrator have the authority to make an award that provides for punitive or exemplary damages. The Arbitrator's decision shall follow the plain meaning of the relevant documents, shall be in writing and supported by written findings of fact and conclusions of law, and shall be final and binding. The award may be confirmed and enforced in any court of competent jurisdiction. All post-award proceedings shall be governed by the USAA.
- 17.6 Each Party agrees to continue performing its obligations under the Agreement during any dispute; provided, however, nothing in this section or the entirety of section 17 shall be construed so as to prohibit either Party from seeking preliminary or permanent injunctive relief in any court of competent jurisdiction.
- 17.7 This Agreement shall be governed by and construed in accordance with the laws of Wisconsin.

## 18. FILING WITH REGULATORS

- 18.1 The Parties understand and agree that in the event that a Party ("Disclosing Party") is requested or ordered by a regulatory agency, or a court of competent jurisdiction finds, that this Agreement should

be publicly filed or disclosed, or that such Agreement should be submitted to a regulatory agency for approval, or that its provisions should be tariffed pursuant to applicable law or regulation, the Disclosing Party must provide the other Party ("Receiving Party") with written notice of such requirement as soon as possible and the Receiving Party shall cooperate with the Disclosing Party in expeditiously complying with any such request, order or finding.

## 19. CONFIDENTIALITY

- 19.1 The Parties anticipate and recognize that they will come into possession of technical or business information or data about the other Party or the other Party's end users in the course of ordinary performance under this Agreement, and therefore agree that any such technical or business information or data about the other Party or their end users will be considered confidential information. The Parties agree (A) not to disclose confidential information to third parties and (B) to use such confidential information only for purposes of performance under this Agreement. The Parties further agree, however, that disclosure of confidential information may be made if the owner of the confidential information consents, or if any of the situations in section 19.2 below apply.
- 19.2 Unless otherwise agreed, the obligations of confidentiality and non-use do not apply to such confidential information that:
- (a) Was at the time of receipt, already known to the receiving party, free of any obligation to keep confidential and evidenced by written records prepared prior to delivery by the disclosing party; or
  - (b) Is, or becomes publicly known through no wrongful act of the receiving party; or
  - (c) Is rightfully received from a third party having no direct or indirect secrecy or confidentiality obligation to the disclosing party with respect to such information; provided that such receiving party has exercised commercially reasonable efforts to determine whether such third party has any such obligation; or
  - (d) Is independently developed by an agent, employee representative or affiliate of the receiving party and such party is not involved in any manner with the provision of services pursuant to this Agreement and does not have any direct or indirect access to the confidential information; or
  - (e) Is disclosed to a third party by the disclosing party without similar restrictions on such third party's rights.
- 19.3 If a court or governmental agency orders or a third-party requests a Party to disclose or to provide any data or information covered by this section, that Party will immediately inform the other Party of the order or request before such data is provided and will inform the other Party both by telephone and certified mail. Notification and consent requirements described above are not applicable in cases where a court order requires the production of toll billing records of an individual residence or business end user customer.
- 19.4 This section will not preclude the disclosure by the Parties of information or data described in this Section to consultants, agents, or attorneys representing the respective Parties, or to appropriate state public utility commissions or PUC staffs, or to the Federal Communications Commission or FCC staff, provided that these third parties are bound by the same or comparable confidentiality requirements as the Parties to this Agreement.
- 19.5 The provisions of this Section will remain in effect notwithstanding the termination of this Agreement, unless agreed to in writing by both Parties.

## **20.0 MISCELLANEOUS TERMS AND CONDITIONS**

- 20.1 This document contains the complete agreement between the Parties and supersedes all prior settlement agreements, negotiations, and discussions between the Parties pertaining to E911 for the period of this Agreement.
- 20.2 This Agreement may be modified only by a written document signed by the Parties. No waiver of this Agreement or of any of the promises, obligations, terms, or conditions herein shall be valid unless it is written and signed by the Party against whom the waiver is to be enforced.
- 20.3 If any part or any provision of this Agreement shall be finally determined to be invalid or unenforceable under applicable law by a court of competent jurisdiction, that part or provision shall be ineffective to the extent of such invalidity or unenforceability only, without in any way affecting the remaining parts of said provision or the remaining provisions of said Agreement.

In witness hereof, the Parties have caused this Agreement to be executed on the date shown below by their respective and duly authorized representatives.

**Reedsburg Utility Commission**

**Wisconsin Bell, Inc. d/b/a SBC Wisconsin  
by SBC Operations, Inc., its authorized agent**

Signature: \_\_\_\_\_

Signature: \_\_\_\_\_

Name: \_\_\_\_\_  
(Print or Type)

Name: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Title: \_\_\_\_\_  
(Print or Type)

Date: \_\_\_\_\_

Date: \_\_\_\_\_

**EXHIBIT A: Rates**

<b>E911 Trunk Ports on the Selective Router (Unlimited Switch Usage)</b>				
	Option 1 With SBC Ordered Facilities		Option 2 Without SBC Ordered Facilities	
	Non-Recurring Charge	Monthly Recurring Charge	Non-Recurring Charge	Monthly Recurring Charge
<b>Wisconsin</b>				
Trunk Ports (per DS0)	\$737.59	\$26.29	\$930.00	\$50.00

<b>E911 Database Entry and Miscellaneous Charges By State</b> (which apply without regard to Option 1 or Option 2 Trunk Ports)			
	Non-Recurring Charge	Monthly Recurring Charge	
<b>Wisconsin</b>			
Database Management Services Per 100 Records	\$642.78	\$3.75	
Master Street Address Guide - Monthly	n/a	\$23.39	

I understand that the Wisconsin Public Service Commission will not accept an interconnection agreement for approval pursuant to 47 USC 252 unless the competitive provider has been certified by the Commission, or is a wireless provider. The undersigned hereby warrants that it has received any necessary Wisconsin certification and also consents to Wisconsin Bell, Inc. d/b/a SBC Wisconsin requesting approval of the interconnection agreement on behalf of both parties.

David Mikonowicz

Signature

DAVID MIKONOWICZ

Name

MANAGER

Position

608-524-4381

Telephone Number

608-524-2423

Fax Number

In witness hereof, the Parties have caused this Agreement to be executed on the date shown below by their respective and duly authorized representatives.

Reedsburg Utility Commission

Wisconsin Bell, Inc. d/b/a SBC Wisconsin  
by SBC Operations, Inc., its authorized agent

Signature: David Mikowicz

Signature: M. Auinbauh

Name: DAVID MIKOWICZ  
(Print or Type)

Name: Mike Auinbauh  
(Print or Type)

Title: MANAGER  
(Print or Type)

Title: AVP-Local Interconnection Marketing  
(Print or Type)

Date: 9/23/05

Date: OCT 04 2005