



Public Service Commission of Wisconsin
RECEIVED: 12/11/08, 12:20:26 PM

December 11, 2008

Sandra J. Paske
Secretary to the Commission
Public Service Commission of Wisconsin
P O Box 7854
Madison, WI 537077-7854

Re: Application for the Approval of the Local Traffic Exchange Agreement Between Hager Telecom, Inc. and Charter Fiberlink, LLC

Dear Ms. Paske:

Enclosed, by electronic filing, is a fully executed Local Traffic Exchange Agreement ("Agreement") between Hager Telecom, Inc. ("Hager") and Charter Fiberlink, LLC ("Charter") (collectively, the "Parties"). The Parties request approval of the enclosed Agreement pursuant to 47 U.S.C. § 252. Hager has been authorized by Charter to submit this Agreement to the Public Service Commission of Wisconsin for approval.

A copy of this filing has been served on Charter by U.S. Mail at the following address:

Charles A. Hudak
Friend, Hudak & Harris, LLP
Three Ravinia Drive, Suite 1450
Atlanta, GA 30346-2117

If there are any questions or concerns about this filing, please contact me at 612.877.5289.

Sincerely,



M. Cecilia Ray
Attorney At Law
(612) 877-5289
RayC@moss-barnett.com

MCR/jjh
Enclosure
cc: Charles Hudak
Bob Weiss
1270703v1

LOCAL TRAFFIC EXCHANGE AGREEMENT

This Local Traffic Exchange Agreement (this "Agreement") is made by and between Hager Telecom, Inc. ("Company") and Charter Fiberlink, LLC ("Charter"), and subject to Section 12.1, shall be effective on September 15, 2008 (the "Effective Date"). This Agreement may refer to either Company or Charter or both as a "Party" or "Parties."

Witnesseth:

WHEREAS, Company is a rural telephone company and an Incumbent Local Exchange Carrier (an "ILEC") providing local exchange service in its territory; and

WHEREAS, Charter is authorized by the Public Service Commission of Wisconsin to operate as a Competitive Local Exchange Carrier in certain local exchanges in the State of Wisconsin, not including exchange(s) where Company is authorized to provide telephone service as an ILEC, and provides local service to its End User customers in its territory; and

WHEREAS, Charter is authorized by the Minnesota Public Utilities Commission to operate as a Competitive Local Exchange Carrier in certain exchanges in the state of Minnesota which have Extended Area Service with Company's exchanges; and

WHEREAS, this Agreement is entered into under subsections 251(a) and (b) of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (the "Act").

NOW THEREFORE, in consideration of the mutual agreements contained herein, Company and Charter agree as follows:

1. DEFINITIONS

1.1. **Affiliate** is defined as a person that (directly or indirectly) owns or controls, is owned or controlled by, or is under common ownership or control with, another person. For purposes of this paragraph, the term "own" means to own an equity interest (or equivalent thereof) of more than 10 percent (10%).

1.2. **Central Office Switch** means a switching facility from which telephone services are provided, including but not limited to:

1.2.1 **End Office Switch or End Office or Host Switch** which is used, among other things, to terminate telephone traffic to End Users;

1.2.2 **Tandem Switch** which is used to interconnect trunk circuits between and among End Office Switches, aggregation points, points of termination, or points of presence; and

1.2.3 **Host/Remote Switching Arrangement** which is an arrangement whereby the Company has deployed one or more remote switch(es) to service Company exchanges and

such remote switch(es) are interconnected to a Host Switch which processes calls to/from the remote switch(es). In a Host/Remote Switching Arrangement, interconnection with the Host Switch would enable Charter to exchange telephone traffic with Company End Users served by the Host Switch and the remote switch(es) interconnected to such Host Switch.

1.3. **Commission** is defined as: (a) the Public Service Commission of Wisconsin, with respect to Local or ISP-bound Traffic that is exchanged between End Users within the state of Wisconsin or between End Users in both Wisconsin and Minnesota; and (b) the Minnesota Public Utilities Commission, with respect to Local or ISP-bound Traffic that is exchanged between End Users in both Minnesota and Wisconsin.

1.4. **End User** means the ultimate user of a voice communications service provided by a Party to this Agreement.

1.5. **FCC** means the Federal Communications Commission.

1.6. **Incumbent Local Exchange Carrier ("ILEC")** is as defined in the Act.

1.7. **Interconnection** is the direct or indirect linking of networks for the exchange, transmission and routing of traffic.

1.8. **ISP-bound Traffic** is defined as calls to an information service provider or Internet Service Provider (ISP) that are dialed by using a local dialing pattern (seven (7) or ten (10) digits) by a calling party in one exchange to an Internet service provider's server or modem physically located in either the same exchange or in another exchange in the same Local Calling Area as the originating exchange as defined and specified in Company's tariff. ISP-bound Traffic does not include Internet Protocol-enabled, real time, multi-directional voice calls.

1.9. **Local Access and Transport Area ("LATA")** is as defined in the Act.

1.10. **Local Calling Area** means one or more exchanges, as specified in Company's tariff and as mandated by order of the Commission, within which any End User customer of Company or of another ILEC may, on a non-optional basis, make a call to any other such End User without incurring a toll charge.

1.11. **Local Service Area** means a contiguous geographic area within a LATA comprising one or more exchanges within which Company provides local exchange services. A Local Service Area may include all or part of one or more Local Calling Areas.

1.12. **Local Traffic** is defined as any call that originates from an End User physically located in one exchange and terminates to an End User physically located in either the same exchange, or in another exchange that is part of the same mandatory Local Calling Area as the originating End User's exchange as defined and specified in Company's tariff, including Extended Area Service ("EAS") or Extended Community Calling ("ECC") routes and areas. As clarification of this definition and for purposes of Reciprocal Compensation, Local Traffic will include Internet Protocol-enabled, real time, multi-directional voice calls only if they terminate

to an End User that is physically located in the same exchange, or in another exchange that is part of the same mandatory Local Calling Area, as the exchange in which the originating End User is physically located.

1.13. **Originating Party** means the Party who delivers Local Traffic and ISP-bound Traffic originating on its network to the other Party, for termination on the other Party's network.

1.14. **Terminating Party** means the Party to whom Local Traffic and ISP-bound Traffic is delivered by the other Party for termination on such Party's network.

1.15. **Third Party Transit Traffic** is Local Traffic and ISP-bound Traffic and any other traffic that (i) originates on one Party's network and is switched and/or transported by the other Party and delivered to a third party's network, or (ii) originates on a third party's network and is switched and/or terminated by one Party and delivered to the other Party's network.

1.16. **Transit Traffic** is Local and ISP-bound Traffic that is exchanged between the parties by routing through a third party Tandem Switch.

2. SCOPE OF AGREEMENT

2.1. This Agreement sets forth the terms and conditions under which Company and Charter agree to exchange Local Traffic and ISP-bound Traffic between their respective networks. This Agreement does not apply to traffic that originates and terminates in the same Company exchanges, or between two Company exchanges, traffic associated with any End Users served by Company as a CLEC, or traffic associated with any End User served by Charter as a CLEC in a Company exchange ("Excluded Traffic"). Such Excluded Traffic shall be the subject of a separate agreement(s) negotiated pursuant to 47 U.S.C. § 251, et. seq. Charter agrees that at such time as it intends to exchange Excluded Traffic with the Company, Charter shall submit a request to Company to enter into a new agreement, or to amend this Agreement, to address the mutual exchange of such Excluded Traffic. This Agreement does not obligate either Party to provide arrangements not provided for herein.

2.2. The Parties agree to exchange Local Traffic and ISP-bound Traffic through Direct or Indirect Interconnection as described herein.

3. TERM OF THE AGREEMENT

3.1. The initial term of this Agreement shall be eighteen (18) months, beginning on the Effective Date.

3.2. At the end of the initial term and each renewal term this Agreement shall automatically renew for additional terms of one year unless either Party gives notice at least ninety (90) days prior to the end of the then-current term of its desire to terminate this Agreement and negotiate a new agreement to govern the exchange of Local Traffic and ISP-bound Traffic between the Parties' networks.

3.3. If either Party gives notice pursuant to section 3.2 of its desire to terminate this Agreement and negotiate a new agreement, the Parties shall promptly commence to negotiate in good faith in an effort to reach a new agreement and shall continue to exchange Local Traffic and ISP-bound Traffic pursuant to the terms and conditions of this Agreement until they reach a new agreement.

3.4. If the Parties are unable to negotiate a new agreement within one hundred and thirty five (135) days after notice is provided pursuant to section 3.2, either Party may petition the Commission to arbitrate any open issues pursuant to Section 252 of the Act. Notwithstanding a notice of termination or a request for negotiation, this Agreement shall remain in effect until (a) replaced by another agreement negotiated or arbitrated between the Parties pursuant to applicable law, or (b) subject to prior Commission approval, if required under the Commission's rules or applicable laws, the Parties disconnect any connecting facilities or terminate service arrangements subject to Section 9.5.

3.5. The Parties may terminate this Agreement without having an agreement upon terms and conditions for the continued exchange of traffic between their networks at any time only by mutual agreement and with any necessary Commission approval.

4. INDIRECT INTERCONNECTION

4.1. Except as provided in Article 5, each Party shall deliver Local Traffic and ISP-bound Traffic indirectly to the other for termination through the Tandem Switch(es) identified in Exhibit 1 hereto, to which both Parties' networks are interconnected. Each Party shall be responsible for providing facilities on its side of the Tandem Switch(es) identified in Exhibit 1. Exhibit 1 may be amended from time to time upon mutual agreement of the Parties. If the Parties are unable to agree upon the terms of such amendment after conducting good faith negotiations, either Party may invoke the dispute resolution provisions of this Agreement.

4.2. Unless otherwise agreed, the Parties shall exchange all Local Traffic and ISP-bound Traffic as described in Section 4.1 until the total volume of Local Traffic and ISP-bound Traffic being indirectly exchanged between a pair of the Parties' Central Office Switches exceeds 240,000 minutes per month for three (3) consecutive months, at which time either Party may request the establishment of Direct Interconnection consistent with the terms of Article 5. At the time a Direct Interconnection is established between a pair of the Parties' Central Office Switches, any indirect EAS or ECC traffic route which may be served by such pair of Central Office Switches shall be routed in accordance with the provisions of Article 5.

4.3. After the Parties have established Direct Interconnection between their networks for those traffic routes described in Section 4.2, neither Party may continue to transmit its originated Local Traffic and ISP-bound Traffic indirectly over such traffic routes except on an overflow basis to mitigate traffic blockage, equipment failure or emergency situations.

4.4. Local Traffic and ISP-bound Traffic exchanged by the Parties indirectly through a transiting carrier shall be subject to the same Reciprocal Compensation, if any, as Local Traffic and ISP-bound Traffic exchanged through Direct Interconnection.

4.5 The Originating Party shall bear all Transit Traffic charges payable to the transiting carrier(s) for such transit service with respect to its Local Traffic and ISP-bound Traffic.

5. DIRECT INTERCONNECTION

5.1 At such time as either Party requests Direct Interconnection pursuant to Section 4.2, or as otherwise agreed, the Parties shall establish Direct Interconnection of their networks at a single Point of Interconnection ("POI") for the exchange of Local Traffic and ISP-bound Traffic between their networks, except as provided in Sections 4.3 and 5.1.1. The Parties agree that all Local Traffic and ISP-bound Traffic exchanged between them over a Direct Interconnection will be on trunks exclusively dedicated to Local Traffic and ISP-bound Traffic. The Parties agree to utilize two-way trunks wherever possible.

5.1.1 The Parties may establish Direct Interconnection at the POI to establish interconnection with a Company Tandem Switch which will provide connectivity permitting traffic exchange with all Company End Offices and Host/Remote Switching Arrangements subtending that Tandem Switch. In the absence of a Company Tandem Switch, the Parties shall establish separate trunk groups at the POI to route traffic to/from each End Office or Host/Remote Switching Arrangement where traffic exchange between the Parties is required. When Direct Interconnection is established for the exchange of traffic in an area served by a Host/Remote Switching Arrangement, such Direct Interconnection trunks shall be ordered to the Host Switch. Multiple POIs shall be required where Company does not have facilities between the POI and a Central Office Switch.

5.2 A POI is the location where one Party's operational and financial responsibility begins and the other Party's operational and financial responsibility ends. The Parties shall establish the POI for a Direct Interconnection at a point on the Company's network, at an established meet point between the Company and another telecommunications carrier, or at such other point that is mutually agreed upon by the Parties. Each Party is responsible for all recurring and non-recurring charges associated with providing equipment, facilities and trunking on its side of the POI, and for transporting its traffic to the POI. In selecting a POI, both Parties will act in good faith and select a point that is reasonably efficient for each Party. If the Parties are unable to agree upon the location of the POI, either Party may petition the Commission to arbitrate any open issues regarding location of the POI pursuant to Section 252 of the Act.

5.3 A Party may provide its own facilities on its side of the POI, lease facilities from a third party, or obtain facilities from the other Party, if available, at tariffed rates. For purposes of provisioning the Direct Interconnection facility, the Parties shall monitor traffic levels and Charter shall submit orders to augment existing trunk groups as necessary, in DS-1 increments, but Company shall not charge Charter for, and Charter shall not otherwise be financially responsible for, Company-provided facilities, trunks or trunk ports used to transport traffic on Company's side of the POI.

6. NETWORK MANAGEMENT

6.1. General. The Parties will work cooperatively with each other to install and maintain effective and reliable interconnected networks, including but not limited to, the exchange of toll-free maintenance contact numbers and escalation procedures. The Parties will provide public notice of network changes in accordance with applicable federal and state rules and regulations.

6.2. Dialing Parity. Company and Charter shall provide local and toll dialing parity, as defined in FCC and Commission rules and regulations, with no unreasonable dialing delays.

6.3. Programming. Each Party shall regularly program and update its own switches and network systems in a timely manner pursuant to the Telcordia Local Exchange Routing Guide guidelines to recognize and route traffic to the other Party's assigned NPA-NXX codes. Neither Party shall impose any fees or charges whatsoever on the other Party for such activities, nor shall either Party fail or refuse to promptly load the other Party's assigned NPA-NXX codes into its switch(es).

6.4. Grade of Service. Each Party shall provision its network to provide a designed blocking objective of P.01.

6.5. 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. Charter and Company will immediately notify each other of any protective control action planned or executed.

6.6. Signaling. Where the Company has deployed Signaling System 7 ("SS7") signaling in its existing Extended Area Service network, the Parties will interconnect their networks using SS7 signaling 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. Signaling information shall be shared between the Parties based upon bill and keep compensation.

6.7. Signaling Parameters. Where the Company and Charter exchange traffic using SS7 signaling, the Parties shall provide each other the proper signaling information (e.g., originating Calling Party Number ("CPN"), Jurisdiction Indication Parameter ("JIP") and destination called party number, etc.) to enable each Party to issue bills in a complete and timely fashion. All SS7 signaling parameters will be provided, where technically feasible, including CPN, JIP, Originating Line Information Parameter ("OLIP") on calls to 8XX telephone numbers, calling party category, charge number, etc. All privacy indicators will be honored. If either Party fails to provide CPN (valid originating information) or JIP on at least ninety five-percent (95%) of total traffic, then such unidentified traffic will, subject to audit, be treated as toll traffic and shall be subject to charges pursuant to the terminating Party's intrastate tariff. Each Party will provide to the other Party, upon request, information to demonstrate that Party's portion of no-CPN/no-JIP traffic does not include traffic other than Local Traffic and ISP-bound Traffic.

The Parties will coordinate and exchange data as necessary to determine the cause of the CPN or JIP failure and to assist in its correction.

6.8. Facility Additions. Where additional facilities are required, such equipment shall be obtained, engineered, and installed on the same basis and with the same intervals as any similar addition of facilities for the provisioning Party's own internal needs.

6.9. Neither Party will deliver IntraLATA or interLATA toll switched access traffic, untranslated traffic to service codes (e.g., 800,888), N11 Traffic or, unless otherwise agreed, Third Party Transit Traffic to the other Party pursuant to this Agreement.

7. COMPENSATION FOR CALL TRANSPORT AND TERMINATION

7.1. Local Traffic and ISP-bound Traffic.

a. The Parties agree that Local Traffic originating on each Party's network that is delivered for termination on the other Party's network is expected to be roughly balanced and, in light of the total anticipated volume of such Local Traffic, that the net amount of any reciprocal compensation for the transport and termination of such Local Traffic is expected to be de minimis. Accordingly, except as otherwise provided in section 7.1.c, the Parties agree to a "bill and keep" reciprocal compensation plan under which neither Party shall be required to compensate the other for the transport and termination of Local Traffic.

b. The Parties agree that they shall exchange ISP-bound Traffic on a bill and keep basis for the term of this Agreement, because such traffic is deemed to be exchanged at a volume which is de minimis and/or on a balanced traffic basis. The Parties further agree that this provision shall control their respective compensation obligations for ISP-bound Traffic notwithstanding the FCC's Order on Remand and Report and Order, In the Matter of Implementation of the Local Competition Provisions of the Telecommunications Act of 1996, Intercarrier Compensation for ISP Bound Traffic, FCC 01-131, CC Docket Nos. 96-98 and 99-68, and regulations promulgated thereunder, or its Order in the Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. § 160(c) from Application of the ISP Remand Order, FCC 04-241, WC Docket No. 03-171.

c. Either Party may request at any time, but not more often than once in any consecutive twelve (12) month period, a traffic study to determine the relative volumes of Local Traffic originating on each Party's network that are delivered for termination on the other Party's network. If such traffic study determines that the volume of Local Traffic is out of balance to the extent that one Party is terminating sixty percent (60%) or more of the total volume of Local Traffic exchanged per month for three (3) consecutive months, then until another traffic study establishes that the volume of Local Traffic is no longer out of balance, each Party shall compensate the other Party for the transport and termination of Local Traffic at the reciprocal compensation rate identified in Exhibit 2 hereto. Compensation shall be paid only for Local Traffic exchanged after the requisite traffic study establishes traffic imbalance as provided in the preceding sentence.

7.2. Non-Local Assignment of Numbers. If either Party assigns an NPA/NXX to a Rate Center and assigns one or more numbers from that NPA/NXX to an End User physically located outside of the Local Calling Area associated with such Rate Center, (i) traffic originating from within the Local Calling Area associated with the Rate Center to which the NPA/NXX is assigned and delivered to an End User physically located outside of such Local Calling Area, and (ii) traffic originating from such number and terminating within the Local Calling Area associated with such Rate Center, shall not be deemed to be Local Traffic. Each Party agrees to identify any such non-Local Traffic to the other Party and to compensate the other Party for originating and terminating such non-Local Traffic at their applicable tariffed interstate or intrastate switched access rates, as applicable.

7.3. Neither Party shall represent switched access traffic or other non-Local Traffic as Local Traffic or ISP-bound Traffic for purposes of determining compensation for the call.

8. BILLING AND PAYMENT

8.1 Billing. Subject to Section 7, above, each Party shall bill the other Party on a monthly basis for all applicable charges under this Agreement. Charges will be billed in advance for all services and facilities to be provided during the next billing period except for charges associated with service usage and nonrecurring charges, which will be billed in arrears.

8.2. Payment Due. Payment of all invoices is due within sixty (60) days after the invoice date. If the sixtieth day after the invoice date falls on a Saturday, Sunday or designated bank holiday, the payment due date shall be the next day thereafter that is not a Saturday, Sunday or designated bank holiday.

8.3. Late Payment Charge. Late payments (including late payment of disputed amounts that are resolved in favor of the Billing Party) shall be subject to a late payment charge equal to the lesser of one and one-half percent (1.5%) per month or portion thereof or the maximum rate allowed by law of the unpaid balance until the full amount due, including associated late payment charges, is paid in full.

8.4. Billing Disputes.

a. Unpaid Amounts. The billed Party shall provide written notice to the billing Party of any dispute concerning any billed but unpaid amount within sixty (60) days after the invoice date, providing specific details regarding the disputed amount and the reason for disputing each disputed item. The billed Party shall pay by the payment due date all disputed amounts that are not disputed within sixty (60) days of the invoice date, subject to the right to dispute amounts after payment as provided in section 8.4.b.

b. Paid Amounts. The billed Party shall provide written notice to the billing Party of any dispute concerning any billed amount which the billed Party has already paid within one hundred eighty (180) days after the invoice date. If the billed Party fails to dispute any amount within such one hundred eighty (180) day period, whether paid or not, the amount billed shall conclusively be deemed correct, and the billed Party shall be deemed to have waived any right to

dispute its obligation to pay such amount or to seek a refund thereof except in the case of fraud, in which case a prior invoice may be challenged up to two years after issuance.

c. **Prospectively Disputed Class of Charges.** If a class of charges has been invoiced to the billed Party for three consecutive billing periods and the billed Party has specifically disputed that class of charges in accordance with section 8.4.a during each of the three consecutive billing periods and such dispute either remains unresolved or is resolved in the billed Party's favor, the billed Party may dispute that class of charges on a prospective basis beginning with the fourth billing period in which that class of charges is invoiced until the dispute is resolved by giving written notice of such prospective dispute within ten (10) business days after the due date of the fourth consecutive invoice containing the disputed class of charges, providing specific details regarding the disputed class, as well as the circumstances surrounding and reasons for disputing the class of charges.

d. **Resolution of Disputes.** All disputes concerning invoiced amounts will be resolved pursuant to the Dispute Resolution provisions set forth in section 9. Upon resolution of any disputed charges -

i. no later than the second bill date following resolution of the dispute, the billing Party shall credit the billed Party's account for all disputed amounts resolved in favor of the billed Party, any late payment charges actually paid by the billed Party with respect to such disputed amounts, and interest at the same rate as the late payment charge on all amounts actually paid by the billed Party with respect to such disputed amounts; and

ii. within fifteen (15) days following resolution of the dispute, the billed Party shall remit to the billing Party any unpaid portion of all disputed amounts resolved in favor of the billing Party, together with applicable late payment charges on such unpaid amounts.

8.5. **Back Billing.** Neither Party will bill the other Party for previously unbilled charges for services or facilities that were provided more than one (1) year prior to the date of billing.

8.6. **Recording.** With respect to traffic subject to reciprocal compensation, the Parties shall each perform terminating traffic recording (or obtain records from third parties) and identification functions necessary to provide and bill for the services contemplated hereunder. Each Party shall calculate terminating minutes of use based on standard automatic message accounting records made within its network. The records shall contain ANI or service provider information necessary to identify the originating carrier.

9. DISPUTE RESOLUTION

9.1. Except as provided under Section 252 of the Act with respect to the approval of this Agreement by the Commission and when arbitration by the Commission is otherwise expressly provided for herein, the Parties desire to resolve disputes arising out of or relating to

this Agreement without litigation to the extent reasonably possible. Accordingly, except for action seeking a temporary restraining order or an injunction related to the purposes of this Agreement, or to compel compliance with this dispute resolution process, 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.

9.2. **Informal Resolution of Disputes.** At the written request of either Party, each Party will appoint a knowledgeable, responsible representative, empowered to resolve such dispute, to meet and negotiate in good faith to resolve any dispute arising out of or relating to this Agreement. Discussions and correspondence among the representatives for purposes of these negotiations shall be treated as confidential information developed for purposes of settlement, exempt from discovery, and shall not be admissible in any arbitration, lawsuit or regulatory proceeding without the concurrence of all Parties. Documents identified in or provided with such communications, which are not prepared for purposes of the negotiations, are not so exempted and may, if otherwise discoverable, be discovered or if otherwise admissible, be admitted in evidence, in any arbitration, lawsuit or regulatory proceeding.

9.3. **Formal Dispute Resolution.** If negotiations fail to produce an agreeable resolution of any dispute within sixty (60) days, then either Party may proceed with any remedy available to it pursuant to law, equity or agency mechanisms; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. Each Party shall bear its own costs arising from any formal dispute resolution process, except that the Parties shall equally split the fees of any mutually agreed upon arbitration procedure and the associated arbitrator. If the dispute concerns traffic exchanged between Minnesota and Wisconsin, then any decision of an arbitrator shall be subject to review by the Minnesota Commission. The parties shall submit a copy of each such arbitration decision to the Minnesota Commission, the Minnesota Department of Commerce and the Minnesota Office of the Attorney General - Residential and Small Business Utilities Division. The arbitrator's decision shall remain in effect unless the Minnesota Commission acts within forty-five (45) days to suspend, modify or reject the decision.

9.4. **Continuity of Service.** During the pendency of any dispute resolution procedure the Parties shall continue providing services to each other and shall continue to perform their payment obligations (including making payments in accordance with this Agreement).

9.5. **Termination Upon Default.** Either Party may terminate this Agreement in whole or in part in the event of a default by the other Party, provided, however, that the non-defaulting Party notifies the defaulting Party in writing of the alleged default and the defaulting Party does not cure the alleged default within sixty (60) calendar days of receipt of the written notice thereof. In addition, if the dispute concerns traffic exchange between Minnesota and Wisconsin, then neither Party may terminate this Agreement due to the default of the other Party, or disconnect service to the other Party due to default, without first obtaining the approval of the Minnesota Commission.

10. LIABILITY

10.1. Indemnity. Each Party (the "Indemnifying Party") shall indemnify and hold harmless the other Party ("Indemnified Party") from and against losses, costs, claims, liabilities, damages, and expenses (including reasonable attorney's fees) (collectively, "Damages") suffered or asserted by customers and other third parties for:

a. damage to tangible personal property or personal injury proximately caused by the negligence or willful misconduct of the Indemnifying Party, its employees, agents or contractors;

b. claims for libel, slander, or infringement of copyright arising from the material transmitted over the Indemnified Party's facilities arising from the Indemnifying Party's own communications (including its employees, agents and contractors) or the communications of such Indemnifying Party's customers; and

c. claims for infringement of patents arising from combining the Indemnified Party's facilities or services with, or the using of the Indemnified Party's services or facilities in connection with, facilities of the Indemnifying Party.

Neither Party's indemnification obligations hereunder shall be applicable to any Damages to the extent caused by, arising out of or in connection with the negligence, intentional acts or omissions or willful misconduct of the Indemnified Party, including its employees, agents and contractors.

10.2. Procedure. The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits, or demands by customers or other third parties for which the Indemnified Party alleges that the Indemnifying Party is responsible under this section, and, if requested by the Indemnifying Party, will tender the defense of such claim, lawsuit or demand. In the event the Indemnifying Party does not promptly assume or diligently pursue the defense of the tendered action, then the Indemnified Party may proceed to defend or settle said action and the Indemnifying Party shall hold harmless the Indemnified Party from any loss, cost liability, damage and expense. In the event the Party otherwise entitled to indemnification from the other elects to decline such indemnification, then the Party making such an election may, at its own expense, assume defense and settlement of the claim, lawsuit or demand. The Parties will cooperate in every reasonable manner with the defense or settlement of any claim, demand, or lawsuit. Neither Party shall accept the terms of a settlement that involves or references the other Party in any matter without the other Party's written approval.

10.3. Limitation. NOTWITHSTANDING ANY OTHER PROVISION OF THIS AGREEMENT TO THE CONTRARY, EXCEPT TO THE EXTENT CAUSED BY ITS GROSS NEGLIGENCE OR WILLFUL MISCONDUCT, NEITHER PARTY SHALL BE LIABLE TO THE OTHER OR ITS AFFILIATES OR CUSTOMERS FOR ANY SPECIAL, INCIDENTAL, INDIRECT, PUNITIVE OR CONSEQUENTIAL COSTS, LIABILITIES, OR DAMAGES, INCLUDING ECONOMIC LOSS OR LOST BUSINESS OR PROFITS, REGARDLESS OF THE FORM OF ACTION, WHETHER IN CONTRACT OR TORT (INCLUDING STRICT

LIABILITY), WHETHER FORESEEN OR FORESEEABLE, ALL CLAIMS FOR WHICH ARE HEREBY SPECIFICALLY WAIVED.

10.4. 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.

10.5. The limitation of liability in section 10.3 shall not apply to:

a. provable damages arising from the gross negligence or willful misconduct of either Party or its Affiliates; or

b. provable damages arising from either Party's breach of the confidentiality provisions of Section 14.4 or arising from the indemnification provisions of Section 10.1. Nothing herein shall restrict either Party's right to injunctive relief.

11. NOTICES

11.1. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be: (i) delivered personally; (ii) delivered by express delivery service; or (iii) mailed, certified mail, return receipt requested to the following addresses of the Parties:

To Charter:
Charter Communications, Inc.
Attn:
Legal Department - Telephone
12405 Powerscourt Drive
St Louis, MO 63131
314-965-6640 (fax)

To Company:
Hager Telecom, Inc.
W8108 165th Avenue
Hager City, WI 54014
Phone: (715) 792-2103
Fax: (715) 792-5385

with a copy to:
Charles A. Hudak
Friend, Hudak & Harris, LLP
Three Ravinia Drive, Suite 1450
Atlanta, Georgia 30346

Richard J. Johnson
Moss & Barnett
4800 Wells Fargo Center
90 S. Seventh Street
Minneapolis MN 55402

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of: (i) the date of actual receipt; (ii) the next business day when notice is sent via express mail or personal delivery; or (iii) three (3) days after mailing in the case of certified U.S. mail.

11.2. In order to facilitate trouble reporting and to coordinate the repair of transport facilities, trunks, and other inter-network connection arrangements provided by the Parties under this Agreement, each Party has established contact(s) available 24 hours per day, seven days per week, at telephone numbers to be provided by the Parties. Each Party shall call the other at these respective telephone numbers to report trouble with connection facilities, trunks, and other inter-network connection arrangements, to inquire as to the status of trouble ticket numbers in progress, and to escalate trouble resolution.

24 Hour Network Management Contacts:

For Charter:
NOC Phone: (866) 248-7662, option 1
NOC Fax: (314) 997-6090
Email:
DLCorpNSOCTechs@chartercom.com

For Company: *Hager Telekom*
NOC Phone: (715) 792-2103
NOC Fax: (715) 792-5385
Email: N/A

Before either party reports a trouble condition, it must first use reasonable efforts to isolate the trouble to the other Party's facilities, service, and arrangements. Each Party will advise the other of any critical issues associated with the inoperative facilities, service, and arrangements and any need for expedited clearance of trouble. In cases where a Party has isolated the trouble to the other Party's network and has indicated the essential or critical need for restoration of the facilities, services or arrangements, the other Party shall use its best efforts to expedite the clearance of trouble.

12. REGULATORY APPROVAL

12.1. The Parties understand and agree that this Agreement will be filed with both the Minnesota and Wisconsin Commissions, and to the extent required by FCC rules, may thereafter be filed with the FCC. Each Party covenants and agrees to fully support approval of this Agreement by the Commissions or the FCC under Section 252(e) of the Act without modification. The Parties, however, reserve the right to seek regulatory relief and otherwise seek redress from each other regarding performance and implementation of this Agreement. In the event a Commission or the FCC rejects this Agreement in whole or in part, the Parties agree to meet and negotiate in good faith to arrive at a mutually acceptable modification of the rejected portion(s). Further, this Agreement is subject to change, modification, or cancellation as may be required by a regulatory authority or court in the exercise of its lawful jurisdiction.

12.2. The Parties agree that their entrance into this Agreement is without prejudice to any positions they may have taken previously, or may take in future, in any legislative, regulatory, judicial or other public forum addressing any matters, including matters related to the same types of arrangements covered in this Agreement.

13. DIRECTORY LISTINGS

If either Party wishes to obtain directory listings from the other Party, the Parties will cooperate to execute a mutually acceptable directory listings agreement prior to exchanging such listings, in accordance with applicable law. If requested, each Party shall identify for the other Party its directory listings publisher and its directory listings publication cut-off date.

14. MISCELLANEOUS

14.1. Compliance. Each Party shall comply with all applicable federal, state, and local laws, rules and regulations applicable to its performance under this Agreement.

14.2. Independent Contractors. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall be deemed to create an agency or joint venture relationship between the Parties, or any relationship other than that of provider and receiver of services. Neither this Agreement, nor any actions taken by either Party in compliance with this Agreement, shall create a contractual, agency, or any other type of relationship or third party liability between either Parties' End Users or others.

14.3. Force Majeure. Neither Party shall be liable for any delay or failure in performance of any part of this Agreement other than an obligation to pay money for services or facilities already rendered from any cause beyond its control and without its fault or negligence including, without limitation, acts of nature, acts of civil or military authority, government regulations, embargoes, epidemics, terrorist acts, riots, insurrections, fires, explosions, earthquakes, nuclear accidents, floods, work stoppages, equipment failure, power blackouts, volcanic action, other major environmental disturbances, unusually severe weather conditions or any other circumstances beyond the reasonable control and without the fault or negligence of the Party affected (collectively, a "Force Majeure Event"). If any Force Majeure Event occurs, the Party delayed or unable to perform shall give prompt notice to the other Party and shall take all reasonable steps to correct the Force Majeure Event. During the pendency of the Force Majeure Event, the duties of the Parties under this Agreement affected by the Force Majeure Event (other than obligations to pay money for services or facilities already rendered) shall be abated and shall resume without liability thereafter.

14.4. Confidentiality. The Parties shall protect the confidentiality of each other's proprietary information and use such information only for the purpose of performing their obligations under this Agreement and shall protect the confidentiality of all customer proprietary network information as required by 47 U.S.C. § 222, and all applicable state statutes and regulations. The Parties agree that all information concerning each Party's network, traffic and customers that has not been made public by such Party and all information expressly or impliedly designated by a Party as proprietary information is either: (i) the proprietary information of such Party pursuant to 47 U.S.C. § 222(a) and (b), and all traffic and customer information other than subscriber list information is customer proprietary network information as defined in 47 U.S.C. § 222(h)(1); or (ii) is otherwise confidential and proprietary information of the disclosing Party. The Parties shall comply with all valid regulations of the FCC promulgated pursuant to 47 U.S.C. § 222, in addition to all applicable state statutes and regulations.

14.5. Governing Law. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the FCC, the exclusive jurisdiction and remedy for all such claims shall be as provided for by the FCC and the Act. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Minnesota Commission, the exclusive jurisdiction for all such claims shall be with the Minnesota Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. For all claims under this Agreement that are based upon issues within the jurisdiction (primary or otherwise) of the Wisconsin Commission, the exclusive jurisdiction for all such claims shall be with the Wisconsin Commission, and the exclusive remedy for such claims shall be as provided for by such Commission. In all other respects, the domestic laws of the State of Wisconsin without reference to conflict of law provisions shall govern this Agreement.

14.6. Change of Law. The terms and conditions of this Agreement shall be subject to any and all applicable laws, rules, regulations or guidelines that subsequently may be adopted by any federal, state, or local government authority. Any modifications to this Agreement occasioned by such change shall be effected through good faith negotiations.

14.7. Taxes. Each Party purchasing services hereunder shall pay or otherwise be responsible for all federal, state, or local sales, use, excise, gross receipts, transaction or similar taxes, fees or surcharges levied against or upon such purchasing Party (or the providing Party when such providing Party is permitted to pass along to the purchasing Party such taxes, fees or surcharges), except for any tax on either Party's corporate existence, status or income.

14.8. Assignment. This Agreement shall be binding upon the Parties and shall continue to be binding upon all such entities regardless of any subsequent change in their ownership. Each Party covenants that, if it sells or otherwise transfers to a third party any facilities used in the performance of this Agreement, it will require as a condition of such transfer that the transferee assume this Agreement and the obligations of such Party hereunder with respect to services provided over the transferred facilities. Except as provided in this paragraph, 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, which consent will not be unreasonably withheld; provided that either Party may assign this Agreement to a corporate Affiliate or an entity acquiring all or substantially all of its assets or equity by providing prior written notice to the other Party of such assignment or transfer. Any attempted assignment or transfer that is not permitted is void ab initio. Without limiting the generality of the foregoing, this Agreement shall be binding upon and shall inure to the benefit of the Parties' respective successors and assigns. A Party assigning this Agreement to a third party as permitted hereunder shall give written notice to the non-assigning Party and to the Minnesota Commission not less than sixty (60) days in advance of the effective date of the assignment.

14.9. Audit and Review. Upon reasonable written notice, each Party or its authorized representative shall have the right to conduct annual reviews of and make copies of the data relating to this agreement (including without limitations billing records) possessed by the other Party to give assurance of compliance with the provisions of this Agreement. Each Party's right to access information for review purposes is limited to data not in excess of twelve (12) months

in age and the Party requesting a review shall fully cooperate with the Party being reviewed and shall bear its own costs associated with conducting such review. The Party being reviewed will fully cooperate with the reviewing Party and provide access to necessary and applicable information at no charge to the reviewing Party during normal business hours.

14.10. Non-Waiver. Failure of either Party to insist on performance of any term or condition of this Agreement or to exercise any right or privilege hereunder shall not be construed as a continuing or future waiver of such term, condition, right or privilege.

14.11. Publicity and Use of Marks. Neither Party nor its subcontractors or agents shall use the other Party's trademarks, service marks, logos or other proprietary trade dress in any advertising, press releases, publicity matters or other promotional materials without such Party's prior written consent.

14.12. No Third Party Beneficiaries. This Agreement is for the sole benefit of the Parties and their permitted assigns, and nothing herein expressed or implied shall create or be construed to create any third-party beneficiary rights hereunder. Notwithstanding the foregoing, the Parties agree to give notice to the Minnesota Commission of any lawsuits or other proceedings that involve or arise under the Agreement and pertain to traffic exchanged between Minnesota and Wisconsin to ensure that the Commission has the opportunity to seek to intervene in the proceedings on behalf of the public interest.

14.13. No License. No license under patents, copyrights, or any other intellectual property right (other than the limited license to use consistent with the terms, conditions and restrictions of this Agreement) is granted by either Party, or shall be implied or arise by estoppel with respect to any transactions contemplated under this Agreement.

14.14. Technology Upgrades. Nothing in this Agreement shall limit either Party's ability to upgrade its network through the incorporation of new equipment, new software or otherwise, provided that the Party initiating the upgrade shall provide the other Party written notice at least ninety (90) days prior to the incorporation of any such upgrade in its network which may materially impact the other Party's service. Such upgrades will be undertaken at the Party's own expense and may not materially impact the operations of the other Party's network.

14.15. Entire Agreement. This Agreement, together with all schedules, exhibits, and addenda hereto, constitutes the entire agreement between the Parties with respect to the subject matter hereof, superseding all prior and contemporaneous understandings, proposals and other communications, oral or written. Neither Party shall be bound by any terms additional to or different from those in this Agreement that may appear subsequently in the other Party's form documents, purchase orders, quotations, acknowledgments, invoices or other communications. This Agreement may not be amended, modified, or supplemented except by written instrument signed by both Parties. Any amendment shall be filed with the Commission and approved by the Commission as may be required by applicable law.

14.16. 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.

14.17. Joint Work Product. This Agreement is the joint work product of the Parties and has been negotiated by the Parties and/or their respective counsel and shall be fairly interpreted in accordance with its terms. In the event of any ambiguities, no inferences shall be drawn against either Party.

14.18. Authority. The Parties each represent and warrant that the undersigned representative of each Party is fully authorized to execute this Agreement and so bind that Party to the terms herein.

IN WITNESS WHEREOF, the Parties have caused this Local Traffic Exchange Agreement to be executed on their behalf by their duly authorized representatives on the dates set forth below.

Hager Telecom, Inc.

Charter Fiberlink, LLC

By: Bob Weiss

By: Patti Lewis

Name: Bob Weiss

Name: Patti Lewis

Title: Secretary / GM

Title: VP

Date: 10 / 16 / 08

Date: 9 / 26 / 08

EXHIBIT 1

**Hager Telecom, Inc. - Charter
EAS/ECC Traffic Interconnection**

Identification of Tandem Switch:

Company Rate Center	Charter Rate Center*	Tandem Switch or Switch with Tandem Functionality
Bay City (EAS)	Red Wing, MN	RDWNMNRWDS0
Bay City (ECC)	Maiden Rock Plum City	EKCLKWIXC61T
Hager City (EAS)	Red Wing, MN	RDWNMNRWDS0
	Ellsworth	EKCLKWIXC61T
Hager City (ECC)	Maiden Rock Prescott	EKCLKWIXC61T

*Charter may not be providing local service in each Charter Rate Center.

EXHIBIT 2

**Hager Telecom, Inc. - Charter
Applicable Reciprocal Compensation Rate**

Reciprocal Compensation Rate:

\$0.02