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333 North Front Street La Crosse, WI 54601

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FILED November 05, 2008 Data Center **Missouri Public** Service Commission



CERTIFIED MAIL 7002 2410 0004 1616 4185 RETURN RECEIPT REQUESTED

August 3, 2004

Charter Fiberlink, LLC ATTN: Mark Barber Legal Department - Telephone 12405 Powerscourt Drive St. Louis, MO 53131

Adoption of existing Interconnection, Resale and Unbundling Agreement RE:

Dear Mr. Barber:

CenturyTel of the Midwest-Kendall, LLC, Telephone USA of Wisconsin, LLC and CenturyTel of Central Wisconsin, LLC (referred to as "CenturyTel") has received a request dated July 28, 2004, from Charter Fiberlink, LLC (referred to as "Charter") stating that, under Section 252 (i) of the Telecommunications Act of 1996 (the "Act"), Charter wishes to adopt the terms of the Interconnection, Resale and Unbundling Agreement between CenturyTel of the Midwest-Kendall, LLC, Telephone USA of Wisconsin, LLC and CenturyTel of Central Wisconsin, LLC and Sprint Communications Company, L.P. ("Sprint") that was approved by the Public Service Commission of Wisconsin as an effective agreement in the State of Wisconsin in Docket No. 05-TI-861 on August 26, 2003. (the "Terms"). This letter shall confirm that Charter has a copy of the Terms. Please note the following with respect to Charter's adoption of the Terms.

By Charter's countersignature on this letter, Charter hereby represents and commits to the following:

- Except as set forth below, Charter adopts the Terms of the Sprint agreement for 1. interconnection with CenturyTel and in applying the Torms, agrees that Charter shall be ... substituted in place of Sprint in the Terms wherever appropriate.
- Charter requests that notice to Charter as may be required under the Terms shall be 2. provided as follows:

Charter Communications Legal Department - Telephone 12405 Powerscourt Drive St. Louis, MO 53131 Telephone #: 314-965-0555 Facsimile #: 314-965-6640

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CenturyTel and Charter Fiberlink - Wisconsin Page 1 of 3

- 3. Charter represents and warrants that it is a certified provider of local telecommunications service in the State of Wisconsin, and that its adoption of the Terms will cover services in the State of Wisconsin only.
- 4. Charter's adoption of the Sprint Terms shall become effective upon CenturyTel's filing of this letter with the Public Service Commission of Wisconsin and shall terminate pursuant to the Sprint Terms. The Sprint agreement is currently scheduled to expire on August 1, 2005.
- 5. As the Terms are being adopted by Charter pursuant to its statutory rights under Section 252(i), CenturyTel does not provide the Terms to Charter as either a voluntary or negotiated agreement. The filing and performance by CenturyTel of the Terms does not in any way constitute a waiver by CenturyTel of any position as to the Terms or a portion thereof, nor does it constitute a waiver by CenturyTel of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in these Terms as a result of Charter's 252(i) election.
- 6. Pursuant to the FCC's ruling in Implementation of the local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-bound Traffic, CC Docket No. 96-98, CC Docket No. 99-68, (April 27, 2001), local exchange carriers may not, as of May 15, 2001, opt into an existing interconnection agreement with regard to the rates paid for the exchange of ISP-bound traffic. Thus, to the extent that compensation for the exchange of ISP-bound traffic is addressed in the Sprint agreement, the Parties acknowledge that such compensatory arrangement is not a part of this Adoption Agreement.
- 7. Pursuant to agreement terms, the U.S. Court of Appeals D.C. Circuit decision to vacate portions of the FCC's Triennial Review Order ("TRO") resulted in the UNE-P (switching UNE) and high-capacity UNE provisions of this Agreement being held by a court of competent jurisdiction to be unenforceable and provision termination notice was given by CenturyTel to all agreement holders of record effective June 15, 2004. Since any terms relating to the provision the UNE-Ps and high-capacity UNEs were lawfully terminated, these specific terms are, therefore, no longer available for 252 (i) adoption and CenturyTel will not perform under terminated terms pursuant to the subsequent adoption of the agreement.
- 8. The Terms shall be subject to any and all applicable laws, rules, or regulations that subsequently may be prescribed by any federal, state or local governmental authority. To the extent required by any such subsequently prescribed law, rule, or regulation, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, or regulation.
- 9. CenturyTel reserves the right to deny any Charter adoption and/or application of the Terms, in whole or in part, at any time:

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- when the costs of providing the Terms to Charter are greater than the costs (a) of providing it to Sprint;
- if the provision of the Terms to Charter is not technically feasible; and/or to the **(b)** extent Charter already has an existing interconnection agreement (or existing 252(i) adoption) with CenturyTel and the Terms were approved before the date of approval of the existing interconnection agreement (or the effective date of the existing 252(i) adoption); and
- when Non-Recurring charges applicable to Resale or in CenturyTel's local tariff (c) apply without discount.
- Should Charter attempt to apply the Terms in a manner that conflicts with the provisions 10. set forth herein, CenturyTel reserves its rights to seek appropriate legal and/or equitable relief.

Please indicate Charter's agreement to the provisions of this letter by signing this letter on the space provided below and return it to the undersigned.

Sincerely,

CenturyTel of the Midwest-Kendall, LLC CenturyTel of Central Wisconsin, LLC Telephone USA of Wisconsin, LLC

Legional Director Carrier Relations

Reviewed and countersigned:

Charter Fiberlink, LLC

k Barber Vide-President

<u>8/12/04</u> Date

Christopher W. Savage - Counsel for Charter Communications CC: Carrie L. Cox - Charter Communications, Inc. Guy Miller - CenturyTel - Corporate Carrier Relations

> CenturyTel and Charter Fiberlink - Wisconsin Page 3 of 3

INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT

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BETWEEN

CENTURYTEL OF THE MIDWEST-KENDALL, LLC CENTURYTEL OF CENTRAL WISCONSIN, LLC TELEPHONE USA OF WISCONISN, LLC

AND

SPRINT COMMUNICATIONS COMPANY L.P.

IN THE STATE OF WISCONSIN

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APPENDIX B

RATES AND CHARGES FOR NUMBER PORTABILITY

<u>General</u>. The rates contained in this <u>APPENDIX B</u> are as defined in Article V, Section 7.1, and are subject to change resulting from future Commission or other proceedings, including but not limited to any generic proceeding to determine CenturyTel's unrecovered costs (e.g., historic costs, contribution, undepreciated reserve deficiency, or similar unrecovered CenturyTel's costs), or any appeal or other litigation.

Remote Call Forwarding Simultaneous Call Capability \$2.60	\$4.40 line/month path/month
Non-Recurring Charges (NRCs) for Number Portability	
Pre-ordering	
Account Establishment	\$273.09
Customer Record Search	\$ 11.69
Ordering and Provisioning	
Initial Service Order	\$ 41.58
Subsequent Service Order	\$ 29.73
Manual Ordering Charge (Waived if Electronic Interface is not available)	\$ 12.17
Custom Handling	
Service Order Expedite	\$ 12.59
Coordinated Conversion	\$ 17.76
Hot Coordinated Conversion First Hour	\$ 30.55
Hot Coordinated Conversion Per Additional Quarter Hour	\$ 4.88

Application of NRCs

Pre-ordering:

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<u>CLEC Account Establishment</u> is a one-time charge applied the first time that ICG orders any service from this Agreement. ICG is an established and active CLEC at the time of this agreement.

Ordering and Provisioning:

Initial Service Order (ISO) applies per Local Service Request (LSR) if not a part of an Unbundled Network Element (UNE) ISO.

Subsequent Service Order applies per LSR for modifications to an existing LNP service.

<u>Custom Handling</u> (These NRCs are in addition to any Preordering or Ordering and Provisioning NRCs):

<u>Service Order Expedite</u> applies if ICG requests service prior to the standard due date intervals and if not a part of a UNE Expedite.

<u>Coordinated Conversion</u> applies if ICG requests notification and coordination of service cutover prior to the service becoming effective and if not a part of a UNE Coordinated Conversion.

<u>Hot Coordinated Conversion First Hour</u> applies if ICG requests real-time coordination of a service cut-over that takes one hour or less, and if not a part of a UNE Hot Coordinated Conversion First Hour.

<u>Hot Coordinated Conversion Per Additional Quarter Hour</u> applies, in addition to the Hot Coordinated Conversion First Hour, for every 15-minute segment of real-time coordination of a service cut-over that takes more than one hour, and if not a part of a UNE Hot Coordinated Conversion Per Additional Quarter Hour.