

# FOSTER SWIFT

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June 22, 2011

**E-Filing**

Ms. Mary Jo Kunkle  
Executive Secretary  
Michigan Public Service Commission  
6545 Mercantile Way  
P.O. Box 30221  
Lansing, MI 48909

Dear Ms. Kunkle:

Re: Joint Application by Deerfield Farmers' Telephone Company and Sand Creek Telephone Company for Approval of an Interconnection Agreement - Case No. U-16817

Enclosed for electronic filing in the above-referenced case is a Joint Application for MPSC approval of an Interconnection Agreement between Deerfield Farmers' Telephone Company and Sand Creek Telephone Company.

If you have any questions, please contact me.

Sincerely,

FOSTER SWIFT COLLINS & SMITH PC

Ronald D. Richards Jr.

RDR:jlm

Enclosures

cc w/encs: Dave LaRocca, President, Deerfield Farmers' Telephone Company (*via e-mail*)  
Michael G. Oliva, Sand Creek Telephone Company's Attorney (*via e-mail*)

**State of Michigan**

**Before the Michigan Public Service Commission**

In the matter of the request for approval     )  
of an interconnection agreement between     )                   Case No. U-16817  
Deerfield Farmers' Telephone Company and )  
Sand Creek Telephone Company.             )

**JOINT APPLICATION**

Deerfield Farmers' Telephone Company ("DFTC") and Sand Creek Telephone Company ("Sand Creek") jointly apply to the Michigan Public Service Commission ("Commission") pursuant to and in accordance with Section 252(e) of the Federal Telecommunications Act of 1996 ("Act"), 47 USC 252(e), and pursuant to Section 203(1) of the Michigan Telecommunications Act ("MTA"), MCL 484.2203(1), for approval of an interconnection agreement between the parties. In support of this request, DFTC and Sand Creek submit the following:

1. DFTC is a corporation organized under the laws of Michigan with principal offices located at 4200 Teal Road, Petersburg, MI 49270. DFTC is engaged in the provision of telecommunications services to its customers and the general public in the state of Michigan.
2. Sand Creek is a corporation organized under the laws of Michigan with principal offices located at 6525 Sand Creek Highway Sand Creek, MI 49279. Sand Creek is engaged in the provision of telecommunications services to its customers and the general public in the state of Michigan.
3. DFTC and Sand Creek engaged in good faith negotiations, resulting in an executed interconnection agreement dated March 8, 2011 (the "Agreement"), a copy of

which is attached to this joint application as **Exhibit A**.

4. Under Section 252(e)(2) of the Act, this Commission may only reject the Agreement if the Commission finds that

- (a) the agreement (or portions thereof) discriminates against any telecommunications carrier not a party to the agreement; or
- (b) the implementation of such agreement (or portions thereof) is not consistent with the public interest, convenience, and necessity.

5. As contemplated by Section 252(e)(2)(a) and (b), the Agreement does not discriminate against any telecommunications carrier who is not a party to the Agreement, and implementing the Agreement is consistent with the public interest, convenience, and necessity. DFTC and Sand Creek will make these arrangements available to any other requesting carrier operating within the same service territories in Michigan on the same terms and conditions as those provided in the Agreement in accordance with Section 252(i) of the Act. The Agreement will not preclude different arrangements with other telecommunications carriers. Other telecommunications carriers may negotiate their own arrangements with either of the parties pursuant to applicable provisions of the Act.

6. The Agreement meets all the requirements of the Act, and DFTC and Sand Creek ask that the Commission approve this Joint Application without any public hearing or formally soliciting comments. This request is made in accordance with section 252(e)(4) of the Act, which provides that the Agreement must be approved if the Commission does not act to approve or reject the agreement within 90 days after submission.

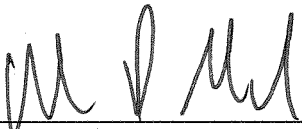
7. David LaRocca – President, 4200 Teal Road, Petersburg, MI 49270, is the contact person for DFTC.

8. Harvey Souders – President, 6525 Sand Creek Highway, Sand Creek, MI 49279,  
is the contact for Sand Creek.

THEREFORE, applicants jointly request Commission approval of the Agreement  
pursuant to MTA section 203(1) and section 252(e) of the Act.

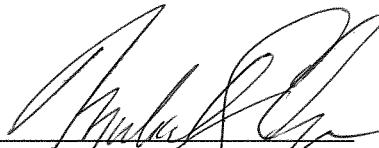
Respectfully submitted,

Respectfully submitted,

By:   
Ronald D. Richards (P61007)  
Foster, Swift, Collins & Smith, P.C.  
313 S. Washington Square  
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Attorneys for Deerfield Farmers'  
Telephone Company

Date: June 22, 2011

By:   
Michael G. Oliva (P29038)  
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Davis & Gotting, P.C.  
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Attorneys for Sand Creek  
Telephone Company

Date: June 21, 2011

**State of Michigan**

**Before the Michigan Public Service Commission**

In the matter of the request for approval     )  
of an interconnection agreement between     )  
Deerfield Farmers' Telephone Company and     )  
Sand Creek Telephone Company.             )

Case No. U-16817

**EXHIBIT A TO JOINT APPLICATION**

**INTERCONNECTION AGREEMENT**

**Dated as of March 8, 2011**

**by and between**

**SAND CREEK TELEPHONE COMPANY**

**and**

**DEERFIELD FARMERS' TELEPHONE COMPANY**

## **INTERCONNECTION AGREEMENT**

THIS INTERCONNECTION AGREEMENT (“Agreement”), is by and between Deerfield Farmers’ Telephone Company, with offices located at 4200 Teal Road Petersburg, MI 49270 (“DFTC”), and Sand Creek Telephone Company with offices located at 6525 Sand Creek Highway Sand Creek, MI 49279 (“SCTC”) (collectively the “Parties”). This Agreement is effective upon approval of the Michigan Public Service Commission (“MPSC”) as of the date the Bona Fide Request (“BFR”) was received by SCTC, subject to execution by the Parties (“Effective Date”). WHEREAS, Section 251 of the Communications Act of 1934, as amended by the Telecommunications Act of 1996 (“Act”), has specific standards and procedures for interconnection and local number portability, and the Parties intend that this Agreement meets those standards and procedures;

WHEREAS, the Parties desire to either indirectly or directly interconnect their respective networks for the purpose of delivery of Traffic (as defined below) for transport and termination on the other Party’s network;

WHEREAS, the Parties desire to establish this Interconnection Agreement in order to facilitate local number portability and exchange of traffic;

NOW, THEREFORE, in consideration of the mutual promises and covenants contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties agree as follows:

### **1. DEFINITIONS**

Capitalized terms used in this Agreement shall have the meanings specified below in this Section, or as defined elsewhere within this Agreement. Any term used in this Agreement that is not specifically defined shall have the meaning ascribed to such term in the Act. If no meaning is specified in this Agreement or in the Act, then normal usage in the telecommunications industry shall apply.

- 1.1** “Act” means the Communications Act of 1934 (47 U.S.C. § 151 et seq.), as amended by the Telecommunications Act of 1996.
- 1.2** “Customer” means a purchaser of telecommunications services or telecommunications services combined with information services from a Party.
- 1.3** “EAS” or Extended Area Service shall be as defined by the MPSC and which allows as part of the basic rate plan 7 or 10 digit extended area local calling.
- 1.4** “MPSC” means the Michigan Public Service Commission.
- 1.5** “Local Number Portability” (LNP) means the ability of users of telecommunications services to retain, at the same location, the presence of a previously existing telephone numbers(s).

- 1.6** "Originating Party" shall mean a Party who's Customer either directly or indirectly initiated a communication that results in Traffic being delivered to the Terminating Party.
- 1.7** "Traffic" means all traffic exchanged by the Parties under this Agreement, including, but not limited to, local residential and business voice traffic. For purposes of this Agreement, "Traffic" does not include intraLATA and interLATA toll traffic.
- 1.8** "Terminating Party" shall mean a Party receiving Traffic from the Customers of the Originating Party.

## **2. INTERCONNECTION**

- 2.1** The Parties shall use best efforts to install and maintain a reliable interconnection architecture. The Parties may: (i) complete calls through the switch of a transit provider with whom both Parties are interconnected ("Indirect Interconnection"); or (ii) establish direct interconnection of the Parties' networks ("Direct Interconnection"). As of the effective date of this Agreement each Party shall, at its own cost, program and update its own switches and network systems in a timely fashion to recognize and route traffic to and from the other Party's assigned NXX codes within the EAS area. An NXX assigned to DFTC in the SCTC exchange, or in a rate center that is EAS from SCTC exchanges, shall be included in any local dialing plan or EAS dialing scope, or similar program to the same extent as any other NXX in the same rate center. Neither Party will block the telephone numbers or Traffic of the other Party. Each Party will transport and terminate any and all Traffic received from the other Party.
- 2.2** Indirect Interconnection. Each Party will honor the other Party's arrangements with a third party tandem switch service provider for the delivery of Traffic for termination to the other Party. Each Party shall be responsible for all costs and arrangements associated with Traffic originating on their network and sent through a third party network.
- 2.3** Direct Interconnection. Upon request by either Party, or when the total amount of Traffic indirectly exchanged between the Parties exceeds one (1) DS-1 as measured at the busy hour for three consecutive months (the "Threshold"), after written notification to SCTC the Parties agree to negotiate in good faith to promptly establish and implement arrangements for direct interconnection of their respective networks.
- 2.3.1.** Two-way trunking. Each Party shall bear full operational and financial responsibility for delivering its Traffic to the other Party's network. Such interconnection may be achieved by the use of either Party's facilities or the leasing of facilities from a third party carrier. The capacity of interconnection facilities provided by each Party will be based on mutual forecasts and sound engineering practices. If the Parties agree to employ two-way trunking, such employment shall be consistent with 47 CFR §51.709(b), or as mutually agreed by the parties, and the Parties agree to

employ SS7 signaling parameters in routing Traffic over these facilities. To the extent that the Parties are unable to agree upon the provisioning and quantity of two-way trunks, each Party shall use one-way trunks to deliver its originated Traffic to the other Party.

- 2.3.2.** To optimize direct interconnection under this Agreement, the Parties agree to designate points of contact that will meet within thirty (30) days upon request of either Party for direct interconnection or once the Traffic Threshold is met to develop and identify the standards and specifications for implementation of direct interconnection in compliance with the Act.
- 2.3.3.** If either Party elects to employ more than one switch within its exchange area(s), upon 90 days notice prior to the deployment of the additional switch, the Parties agree to meet to develop and identify the most cost effective means of exchanging traffic between the additional switch and the other Party's network, consistent with then applicable law or as mutually agreed by the Parties.
- 2.4** Intercarrier Compensation. The rates, terms, and conditions for compensation of Section 251(b)(5) Traffic originated by DFTC and terminated by SCTC will be at the SCTC rates set forth in the Michigan Exchange Carriers Association, Inc. Tariff MPSC No. 23R. The rates, terms, and conditions for compensation of Section 251(b)(5) Traffic originated by SCTC and terminated by DFTC to customers within the SCTC Exchange(s) will be at the SCTC rates set forth in the Michigan Exchange Carriers Association, Inc. Tariff MPSC No. 23R. The rate, terms, and conditions for compensation of Section 251(b)(5) Traffic originated by SCTC and terminated by DFTC to customers outside the SCTC Exchange(s) will be at the DFTC rates set forth in the Michigan Exchange Carriers Association, Inc. Tariff MPSC No. 23R. When one-way trunks are established DFTC shall bear full operational and financial responsibility for delivering its Traffic to the terminating SCTC switch within the borders of the SCTC exchange area(s). When one-way trunks are established SCTC shall bear full operational and financial responsibility for delivering its Traffic to the terminating DFTC switch within the borders of DFTC's exchange area(s).
- 2.5** Compensation for InterLATA and IntraLATA toll traffic will be in accordance with each Party's respective access tariff.
- 2.6** Call Record Information. Each Party shall pass industry standard call record information on each call delivered to the other Party to the extent technically feasible. This shall be comprised of the Originating Calling Party Number, which may not be the CallerID Number that is passed to the Called Party, and the Jurisdictional Identification Parameter (JIP). Neither Party shall knowingly strip or alter call records to disguise the jurisdiction of a call or permit third parties to do so for traffic that Party delivers to the other Party.

### **3. GENERAL RESPONSIBILITIES OF THE PARTIES**

- 3.1** Upon request by the other Party, thirty (30) days after the Effective Date of this Agreement, and no more than once in each six month period thereafter, each Party shall provide the other Party with a rolling, six (6) month, non-binding good faith forecast of its volume of originated Traffic. The Parties agree that each forecast provided shall be deemed "Proprietary Information" under this Agreement.
- 3.2** Neither Party shall use any service provided pursuant this Agreement or related thereto in any manner that interferes with third parties in the use of their service, prevents third parties from using their service, impairs the quality of service to other Carriers or to either Party's Customers, or causes electrical hazards to either Party's personnel, damage to either Party's equipment, or malfunction of either Party's billing, transit or service equipment (individually and collectively, "Network Harm"). If Network Harm shall occur or if a Party reasonably determines that Network Harm is imminent, such Party shall, where practicable, notify the other Party that temporary discontinuance or refusal of service may be required; provided, however, wherever prior notice is not practicable, such Party may temporarily discontinue or refuse service immediately, if such action is reasonable under the circumstances. In case of such temporary discontinuance or refusal, such Party shall: promptly notify the other Party of such temporary discontinuance or refusal; and afford the other Party the opportunity to correct the situation which gave rise to such temporary discontinuance or refusal.
- 3.3** The Parties shall implement Local Number Portability as described in the attached Appendix A.

### **4. DISPUTE RESOLUTION**

Should a dispute arise between the Parties with respect to implementation or enforcement of this Agreement, or with respect to the billing of and payment for services or facilities under this Agreement, either Party may give written notice of its intent to seek dispute resolution pursuant to this Section 4. Upon receipt of notice, representatives of the Parties with primary responsibility for the area(s) of dispute shall first meet and confer as often as they deem reasonably necessary to resolve the dispute. If these initial negotiations fail to be successfully concluded within 60 days from receipt of the notice, either Party may request in writing that the dispute be escalated to the Company Officer or Manager who is responsible for either the revenue or cost of the item(s) in dispute. If these negotiations fail to resolve the dispute within sixty (60) calendar days after the matter has been escalated, either Party may seek relief from the MPSC or any other regulatory body or court of competent jurisdiction; provided, that upon mutual agreement of the Parties such disputes may also be submitted to binding arbitration. Notwithstanding the foregoing, in the event that a dispute impairs the service a Party provides to its Customers, the affected Party may seek immediate relief from the applicable MPSC or any other regulatory body or court of competent jurisdiction. Pending resolution of the dispute, each Party shall continue to perform its obligations under this Agreement as it had performed in advance of submission of the dispute. In the case of billing disputes, the Parties agree that all amounts that are undisputed shall be paid in a timely manner.

## 5. TERM AND TERMINATION

- 5.1 The initial term of this Agreement shall be a two (2) year term from the Effective Date of this Agreement (“Initial Term” or “Term”), which shall be the date both Parties executed the Agreement, and upon MPSC approval. Upon expiration of the Initial Term, this Agreement shall automatically be renewed for successive and additional one (1) year periods (each, a “Renewal Term” or “Term”). Either Party may, no later than ninety (90) days in advance of the expiration of the Initial Term or a Renewal Term, deliver to the other Party written notice to renegotiate this Agreement, in which event the Parties shall commence in good faith and in a timely manner such negotiations. During the pendency of the preceding referenced negotiations, this Agreement shall remain in full force and effect.
- 5.2 If a Party fails to observe or perform any material term or condition of this Agreement and such failure does not materially and adversely affect the operation or reliability of the non-defaulting Party’s network or the Customers of either Party, the Parties shall initiate the dispute resolution procedure set forth in Section 4 of this Agreement (and neither Party shall have the right to terminate this Agreement as a result of such breach). If a Party fails to observe or perform any material term or condition of this Agreement and such failure materially and adversely affects the operation or reliability of the non-defaulting Party’s network or impacts a Party’s ability to fulfill Customer commitments, then the non-defaulting Party may deliver written notice of such default to the other Party which notice shall (a) specify that the default materially and adversely affects the operation and reliability of the non-defaulting Party’s network and (b) contain comprehensive, specific detail as to the foundation of the asserted violation and why it is considered material. If the default is not remedied within thirty (30) days after receipt of written notice, then the non-defaulting Party may discontinue its performance and terminate this Agreement, and pursue any other remedies available at law or in equity. A Party’s failure to exercise any of its rights hereunder shall not constitute or be construed by the other Party as a waiver of any past, present, or future right or remedy.

## 6. DISCLAIMER OF REPRESENTATIONS AND WARRANTIES

**NEITHER PARTY MAKES ANY WARRANTIES, REPRESENTATIONS OR AGREEMENTS, EXPRESS OR IMPLIED, EITHER IN FACT OR BY OPERATION OF LAW, AS TO THE SERVICES AND MATTERS ADDRESSED IN THIS AGREEMENT, INCLUDING WARRANTIES OF MERCHANTABILITY OR FITNESS FOR A PARTICULAR PURPOSE, EXCEPT AS EXPRESSLY PROVIDED UNDER THIS AGREEMENT.**

## 7. INDEMNIFICATION

Subject to the limitations set forth in Section 8, each Party (the “Indemnifying Party”) shall release, defend, indemnify and save harmless the other Party, its directors, officers, employees, servants, agents, affiliates, subsidiaries and parent (collectively, the “Indemnified Party”), from and against any and all Losses which are proximately caused by:

- (a) any breach or non-fulfillment of any representation, covenant, term, condition or agreement on the part of the Indemnifying Party under this Agreement;
- (b) the gross negligence or willful misconduct of the Indemnifying Party or any of its directors, officers, employees, servants, agents, affiliates, subsidiaries and parent, regardless of the form of action;
- (c) the installation, maintenance, repair, replacement, presence, engineering, use or removal of the Indemnifying Party's equipment; or
- (d) the violation or alleged violation by the Indemnifying Party or any of its directors, officers, employees, servants, agents, affiliates, subsidiaries and parent of any federal, state, or local law, regulation, permit, or agency requirement.

"Loss" or "Losses" means any and all losses, costs (including court costs), claims, damages (including fines, penalties, and criminal or civil judgments and settlements), injuries, liabilities and expenses (including attorneys' fees). The Indemnified Party will notify the Indemnifying Party promptly in writing of any claims, lawsuits or demands by 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. 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. To the extent the Indemnified Party pays for a Loss in satisfaction of, or arising out of or related to any claim for indemnification hereunder, the Indemnifying Party shall also be liable to the Indemnified Party for interest on such payments from the date that the Indemnified Party makes such payments. The obligations of this Section shall survive the termination, cancellation, modification or rescission of this Agreement, without limit as to time.

## **8. LIMITATION OF LIABILITY**

**IN NO EVENT SHALL EITHER PARTY HAVE ANY LIABILITY WHATSOEVER TO THE OTHER PARTY FOR ANY INDIRECT, SPECIAL, CONSEQUENTIAL, INCIDENTAL OR PUNITIVE DAMAGES INCLUDING, BUT NOT LIMITED TO, LOSS OF ANTICIPATED PROFITS OR REVENUE IN CONNECTION WITH OR ARISING FROM ITS PERFORMANCE OR FAILURE TO PERFORM HEREUNDER (COLLECTIVELY, "CONSEQUENTIAL DAMAGES"), EVEN IF THE OTHER PARTY HAS BEEN ADVISED OF THE POSSIBILITY OF SUCH**

**DAMAGES; PROVIDED, THAT THE FOREGOING SHALL NOT LIMIT A PARTY'S OBLIGATION UNDER THIS AGREEMENT TO INDEMNIFY, DEFEND AND HOLD THE OTHER PARTY HARMLESS AGAINST ANY AMOUNTS PAYABLE TO A THIRD PARTY, INCLUDING ANY LOSSES AND CONSEQUENTIAL DAMAGES CLAIMED BY SUCH THIRD PARTY, AND THE FOREGOING SHALL NOT APPLY TO PROVABLE DAMAGES ARISING FROM THE GROSS NEGLIGENCE OR WILLFUL MISCONDUCT OF EITHER PARTY .**

## **9. MISCELLANEOUS**

- 9.1** Both Parties reserve their rights to take advocacy positions before the MPSC, other state commissions, the FCC and in any other state or federal regulatory, legislative, or judicial forum that differ from the compromises reached in this Agreement. This Agreement does not affect, and SCTC does not waive, any rights including, but not limited to, the rights afforded SCTC under 47 USC 251 (f). Except as specifically provided for in this Agreement, neither Party waives any rights it may have under the Act and the rules and regulations promulgated thereunder by the FCC and/or the MPSC.
- 9.2** Neither Party shall be liable for any delay or failure in performance of any part of this Agreement from any cause beyond its control 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, inability to secure products or services of other persons or transportation facilities or acts or omissions of transportation carriers (individually or collectively, a "Force Majeure").
- 9.3** Any information such as specifications, drawings, sketches, business information, forecasts, models, samples, data (including without limitation call detail data, usage information in any form, customer account data and Customer Proprietary Network Information ["CPNI"] as that term is defined by the Act), computer programs and other software and documentation of one Party (a "Disclosing Party") that is furnished or made available or otherwise disclosed to the other Party or any of such other Party's employees, contractors, agents or affiliates ("Receiving Party") pursuant to this Agreement ("Proprietary Information") shall be deemed the property of the Disclosing Party. Unless Proprietary Information was previously known by the Receiving Party free of any obligation to keep it confidential, or has been or is subsequently made public by an act not attributable to the Receiving Party, or is explicitly agreed in writing not to be regarded as confidential, it (a) shall be held in confidence by each Receiving Party; (b) shall be disclosed to only those representatives who have a need for it in connection with the provision of services required to fulfill this Agreement and shall be used only for such purposes; and (c) may be used for other purposes only upon such terms and conditions as may be mutually agreed to in advance of use in writing by the Parties. If any Receiving Party is required by any governmental authority or by applicable law to disclose any

Proprietary Information, then such Receiving Party may disclose Proprietary Information; provided, however, that the Receiving Party shall provide the Disclosing Party with written notice of such requirement as soon as possible. The Disclosing Party may then either seek appropriate protective relief from all or part of such requirement. In the event of the expiration or termination of this Agreement for any reason whatsoever, each Party shall return to the other Party or certify as destroyed all Proprietary Information obtained from the other Party.

- 9.4 This Agreement shall be binding upon, and inure to the benefit of, the Parties hereto and their respective successors and permitted assigns. Notwithstanding the foregoing, upon written notice either Party may assign this Agreement or any rights and obligations hereunder without the other Party's consent to any LEC entity that the assigning Party controls, is controlled by, or is under common control with, or to any entity which acquires or succeeds to all or substantially all of the business or assets of the assigning Party.
- 9.5 No release, discharge or waiver of any provision hereof shall be enforceable against or binding upon either Party unless in writing and executed by the other Party. Neither the failure of either Party to insist upon a strict performance of any of this Agreement, nor the acceptance of any payments from either Party with knowledge of a breach of this Agreement by the other Party in the performance of its obligations hereunder, shall be deemed a waiver of any rights or remedies.
- 9.6 Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (a) delivered personally, (b) delivered by express delivery service, or (c) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested to the following addresses of the Parties:

DFTC	SCTC
<p>DFTC 4200 Teal Road Petersburg, MI 49270 Attn: David LaRocca, President Phone Number: 734 279-5510</p> <p>And:</p> <p>Ronald Richards Foster Swift 313 South Washington Square Lansing, MI 48933-2114 Phone: (517) 371-8154 Fax: (517) 367-7154 Email: rrichards@fosterswift.com</p>	<p>SCTC 6525 Sand Creek Hwy. Sand Creek, MI 49279 Attn: Harvey Souder, VP/General Manager Phone Number: 517 436-3130</p> <p>And:</p>

Or to such other address as either Party shall designate by written notice. For operational issues, repair matters or other network assistance, the Parties agree to establish a designated contact and escalation process to resolve network or client issues.

- 9.7** 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.
- 9.8** The Parties' obligations under this Agreement which by their nature are intended to continue beyond the termination or expiration of this Agreement shall survive the termination or expiration of this Agreement.
- 9.9** If any part of this Agreement is held to be invalid for any reason, such invalidity shall affect only the portion of the Agreement which has been held invalid. In all other respects this Agreement shall stand as if such invalid provision had not been a part thereof, and the remainder of the Agreement shall remain in full force and effect.

## **10. REGULATORY APPROVALS**

10.1 This Agreement, and any amendment or modification hereof, will be submitted to the MPSC for approval in accordance with Section 252 of the Act. In the event any governmental authority or agency of competent jurisdiction rejects any provision hereof, the Parties must negotiate promptly and in good faith such revisions as may reasonably be required to achieve approval.


10.2 In the event the FCC or the MPSC promulgates a rule, regulation, or rate, or issues an order, or if a court with appropriate jurisdiction issues an order, which makes unlawful any provision of this Agreement, the Parties must negotiate promptly and in good faith in order to amend the Agreement to substitute contract provisions which are consistent with such rule, regulation, or order. In the event the Parties cannot agree on an amendment within thirty (30) days from the date any such rule, regulation, or order becomes effective, then the Parties must resolve their dispute under the applicable procedures set forth in the Dispute Resolution in Section 4 of this Agreement.

10.3 The Parties acknowledge that terms of this Agreement were established pursuant to FCC and MPSC orders. Nothing in this Agreement may be deemed an admission by the Parties regarding the interpretation or effect of these orders or an admission by either party that the existing orders should not be changed, vacated, dismissed, or modified.

10.4 The Parties jointly agree to cooperate in the filing of this Interconnection Agreement and share equally the expenses associated with obtaining Commission approval.

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

**DFTC**

By:   
[Name]

David La Rocca  
[Print name above]

President  
[Print title above]

Dated: 6-22-2011

**SCTC**

By: \_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Print name above]

\_\_\_\_\_  
[Print title above]

Dated: \_\_\_\_\_

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed.

**DFTC**

By: \_\_\_\_\_  
[Name]

\_\_\_\_\_  
[Print name above]

\_\_\_\_\_  
[Print title above]

Dated: \_\_\_\_\_

**SCTC**

By: Harvey F. Souder  
[Name]

HARVEY F. Souder  
[Print name above]

VP/GEN MGR  
[Print title above]

Dated: 6-21-2011

## APPENDIX A

### LOCAL NUMBER PORTABILITY

#### 1. General Terms and Conditions

The Parties agree that the industry has established local routing number (LRN) technology as the method by which permanent number portability (PNP) will be provided in response to FCC Orders in FCC 95-116 (i.e., First Report and Order and subsequent Orders issued to the date this agreement was signed). As such, the parties agree to provide PNP via LRN to each other as required by such FCC Orders or Industry agreed upon practices.

#### 2. Obligations of SCTC

2.1. DFTC is responsible for advising the Number Portability Administration Center (NPAC) of telephone numbers that it imports and the associated data as identified in industry forums as being required for PNP.

2.2. For PNP orders, both Parties shall adhere to industry standards for Local Service Request (LSR) format and PNP due date intervals. Should DFTC request a coordinated port, the due date interval will be negotiated between SCTC and DFTC.

2.3. Complex ports require project management and will require negotiation of due date intervals. Complex ports include:

2.3.1. Port requests of 51 or more numbers;

2.3.2. Porting of 15 or more access lines for the same customer at the same location;

2.3.3. Porting associated with complex services including but not limited to Centrex and ISDN.

2.4. DFTC shall adhere to reserved number standards as set by the FCC.

#### 3. Obligations of Both Parties

3.1. The Parties shall cooperate in performing activities required to port end user telephone number(s). The primary responsibility for the coordination of such activities will be assumed by the Party acquiring the end user (porting in the end user telephone number(s)).

3.2. When a ported telephone number becomes "vacant" (meaning a ported telephone number has been vacated by the original end user and removed from service), the ported telephone number will be released back to the carrier owning the switch in

which the telephone number's NXX is native after appropriate time has elapsed for intercept notification.

- 3.3. Each Party has the right to block default routed calls from entering a network in order to protect the public switched network from overload, congestion, or failure propagation.
- 3.4. Industry guidelines shall be followed regarding all aspects of porting numbers from one network to another.
- 3.5. Each Party shall become responsible for the end user's other telecommunications related items, e.g. E911, Directory Listings, Operator Services, Line Information Database (LIDB), when they port the end user's telephone number to their switch.
- 3.6. As provided by law, and upon request, SCTC shall provide a white pages listing for each end user that ports a phone number to DFTC.
- 3.7. The Parties will provide a 10-digit trigger on all LNP orders unless a coordinated conversion of numbers is requested on the PNP order.
- 3.8. The Parties agree to route calls based upon the Local Exchange Routing Guide (LERG) for NPA-NXXs or LRNs assigned to each Party. The Parties further agree to exchange information regarding network trunking and routing capability that is established through additional tandem providers not specified in the LERG as alternate means of the cost effective exchange of traffic between their networks.

#### 4. Limitations of Service

- 4.1. Telephone numbers can be ported only within SCTC rate center as approved by the MPSC. If geographic number portability is ordered by the FCC or the MPSC during the term of this Agreement, the Parties will promptly negotiate any necessary revisions to this appendix to accommodate geographic number portability. In the event the Parties are unable to negotiate such changes within thirty (30) days or such other timeframe as the Parties may agree, either Party may invoke the dispute resolution procedures under this Agreement.
- 4.2. Telephone numbers with NXXs dedicated to choke/High Volume Call-In (HVCI) networks are not portable via LRN. Such numbers will be ported on an ICB basis upon request.
- 4.3. The Parties do not offer PNP services and facilities for NXX codes 555, 976, 950.

## 5. NP Queries

- 5.1. The N-1 carrier (N carrier is the responsible Party for terminating call to the end user) has the responsibility to determine if a query is required, to launch the query, and to route the call to the switch or network in which the telephone number resides.
- 5.2. A Party shall be responsible for payment of charges to the other Party for any queries made on the N-1 carrier's behalf when calls received are for numbers that are not native to, not ported in, or have been ported out of the other Parties' switch. Charges by each Party will be at the rate set forth in the AT&T (formerly Ameritech Operating Companies) Tariff F.C.C. No. 2, Section 6.9.4(B)(1), or as modified by AT&T.

## 6. Pricing

- 6.1. Other than standard Service Order charges for processing Local Service Requests (LSRs, the Parties agree not to charge each other, or any of the other Party's end users for the provisioning or conversion of ported telephone numbers during regular working hours. The standard Service Order charge for LSRs shall be \$25. To the extent DFTC requests porting to be performed outside of SCTC regular working hours, or the work requires SCTC technicians or project managers to work outside of regular working hours, additional time and material charges shall apply as contained in the SCTC Intrastate Access Tariff.