



April 12, 2004

Ms. Lynda L. Dorr  
Secretary to the Commission  
Public Service Commission of Wisconsin  
P.O.Box 7854  
Madison, WI 53707-7854

RE: Application for Approval of the First Amendment to the Interconnection, Resale and Unbundling Agreement between Nextgen Communications, LLC and Telephone USA of Wisconsin, LLC

Dear Ms. Dorr:

CenturyTel hereby requests approval, pursuant to 47 U.S.C. 252, of the enclosed First Amendment to the Interconnection, Resale and Unbundling Agreement between Nextgen Communications, LLC and Telephone USA of Wisconsin, LLC, approved in Docket 05-TI-460 on April 20, 2001.

I have been authorized by Nextgen Communications, LLC to submit for Commission approval, pursuant to 47 U.S.C. 252 (e), the enclosed First Amendment to the Interconnection, Resale and Unbundling Agreement between Nextgen Communications, LLC and Telephone USA of Wisconsin, LLC.

I hereby certify that a copy of this filing has been served on Mark Anderson, Nextgen Communications, LLC, 234 East Oak Street, P.O. Box 398, Glenwood City, Wisconsin 54013-0398.

Sincerely

/s/ Francis J. Runkel  
Regional Carrier Relations Manager

Enclosures

cc: Mark Anderson – Nextgen Communications  
Michael L. Theis – Theis Communications Consulting, LLC  
[Joey.Bales@CenturyTel.com](mailto:Joey.Bales@CenturyTel.com)  
[Lorenzo.Cruz@CenturyTel.com](mailto:Lorenzo.Cruz@CenturyTel.com)

**AMENDMENT NO. 1**  
**to the**  
**INTERCONNECTION, RESALE AND UNBUNDLING AGREEMENT**

**by and between**

NEXTGEN COMMUNICATIONS, LLC

**AND**

TELEPHONE USA OF WISCONSIN, LLC

This Amendment No. 1 ("Amendment") to the Interconnection, Resale, and Unbundling Agreement ("the Agreement") shall be effective on February 1, 2004, by and between Telephone USA of Wisconsin, LLC ("CenturyTel") and NEXTGEN Communications, LLC ("NEXTGEN"). CenturyTel and NEXTGEN are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party".

**RECITALS**

**WHEREAS**, CenturyTel and NEXTGEN entered into the Agreement, which was subsequently approved by the Public Service Commission of Wisconsin ("Commission") in Docket 05-TI-460 on April 20, 2001; and

**WHEREAS**, CenturyTel and NEXTGEN have mutually agreed to make certain revisions to the terms and conditions of the Agreement.

**NOW, WHEREFORE**, CenturyTel and NEXTGEN agree to amend the Agreement as follows:

- (1) Article III, Section 2.1, shall be amended to extend the termination date of the Agreement from January 31, 2004, to July 31, 2005.
- (2) Article III Section 36 Effective Date, shall be amended to be:

This Agreement as modified by this Amendment No. 1, will be effective February 1, 2004 and subject to approval by the Commission in accordance with Section 252 of the Act.

- (3) Line Sharing is no longer provided by CenturyTel as an Unbundled Network Element (UNE). Any reference to Line Sharing in Article VII or elsewhere in the Agreement as a UNE offered to NEXTGEN shall be struck and shall no longer be valid.

- (4) Article II shall be amended to revise certain definitions or to add new definitions as set forth in Attachment I to this Amendment and are incorporated herein by reference.
- (5) The existing interconnection services and compensation arrangements between the Parties as of the Effective Date of this Amendment are set forth in Attachment II to this Amendment and are incorporated herein by reference. Any new interconnection requests hereafter shall be upon mutual agreement of the Parties and subject to the terms and conditions of the Agreement and of this Amendment.
- (6) The Parties agree to diligently work to resolve any outstanding billing issues within 60 days of the Amendment signing date. If any billing disputes remain outstanding after said 60-day period, the Parties agree that they will jointly seek resolution through Commission mediation or arbitration. Outstanding Agreement issues are identified on Attachment III to this Amendment.
- (7) Winback Marketing - The Parties agree to comply with state and federal Winback regulations which limits use of carrier change information to engage in Winback marketing efforts. Unauthorized changes will be subject to Section 3 of Article IV of the Agreement.
- (8) Appendix C - Telephone USA of Wisconsin, LLC resale pricing is defined in its local exchange tariff P.S.C. of Wisconsin # 1 section 29.
- (9) Article V, Section 3.2.2 shall be amended to add the following sub-section:

3.2.2.1 Identification of Information Access Traffic.

The Parties will presume Local Traffic delivered to a Party that exceeds a 3:1 ratio of terminating to originating traffic is Information Access Traffic and not subject to reciprocal compensation. Either Party may rebut this presumption by demonstrating the factual ratio to the Commission or by requesting that Information Access Traffic be isolated on distinct interconnection facilities. The Party serving the Information Service Provider shall order trunks or facilities from the appropriate tariff of the other Party for such purposes and will be obligated to pay the full cost of such trunks or facility.

- (10) Article IX Section 8.1 (b) and 8.1 (f) are revised below and incorporated into the Agreement hereby by reference.

8.1 (b) Umbrella/Excess Liability coverage in an amount of \$2,000,000 excess of coverage specified in (a), (e) and (f).

8.1.(f) Commercial Automobile Liability coverage insuring all owned, hired and non-owned automobiles in an amount of \$1,000,000 combined single limit for bodily injury and property damage.

- (11) Except as modified or supplemented herein, all other terms and conditions of the Agreement shall remain unchanged and in full force and effect, and such terms are hereby incorporated by reference and the Parties hereby affirm the terms and provisions thereof.
- (12) This Amendment shall be filed with, and subject to approval by, the Public Service Commission of Wisconsin.

IN WITNESS WHEREOF, this Amendment to the Agreement was exchanged in triplicate on this 15th day of March, 2004, by NEXTGEN signing by and through its duly authorized representative, and Telephone USA of Wisconsin, LLC, signing by and through its duly authorized representative.

**NextGen Communications, LLC**

By: Mark Anderson

Title: Manager

Name: Mark Anderson

Date: 3-23-04

**Telephone USA of Wisconsin, LLC**

By: Guy Miller

Title: Director Corporate Carrier Relations

Name: Guy Miller

Date: 4/5/04

## Attachment I

Article II (Definitions) shall be amended as follows:

- A. Section 1.58 (Local Traffic) shall be amended to read as follows:

1.58 Local Traffic

Local Traffic is traffic (excluding CMRS traffic) that is originated and terminated within the CenturyTel Local Calling Area. Local Traffic does not include any Information Access Traffic or VNXX Traffic. Local Traffic does not include optional local calling (i.e., optional rate packages that permit the end-user to choose a Local Calling Area beyond the basic local exchange serving area for an additional fee), referred to hereafter as "optional EAS".

- B. The following Definitions shall be added to Article II:

1.97 Information Access Traffic

Information Access Traffic, for the purpose of this Agreement, is traffic (excluding CMRS traffic) that is transmitted to or returned from the Internet at any point during the duration of the transmission between the Parties. Information Access Traffic is not Local Traffic unless the traffic is between an end user and an ISP physically located in the same CenturyTel Local Calling Area. The term Information Access Traffic does not include transmission of voice telecommunications traffic regardless of whether it is delivered to an ISP and regardless of whether it is carried at any point on facilities via Internet protocol. Information Access Traffic is not subject to reciprocal compensation between the Parties.

1.98 Information Service Provider or "ISP"

A provider of Information Service, as defined in 47 U.S.C. 153(20). Information Service Provider includes, but is not limited to, Internet Service Providers.

1.99 Local Calling Area

Local Calling Area includes the local exchange service area, and any mandatory Extended Area Service (EAS) or Extended Community Calling (ECC) exchanges, as defined in CenturyTel local exchange tariffs.

**1.100 Virtual NXX Traffic (VNXX Traffic).**

As used in this Agreement, Virtual NXX Traffic or VNXX Traffic is defined as calls in which a NEXTGEN's end user is assigned a telephone number with an NXX Code (as set forth in the LERG) assigned to a Rate Center that is different from the Rate Center associated with the Customer's actual physical premise location.

Attachment II  
 Network Interconnection  
 and Compensation for Existing Interconnection Facilities

Network Interconnection

Currently, NEXTGEN's Glenwood City exchange (GLCYWI02RS0) interconnects at CenturyTel's Glenwood City exchange (GLCYWIXADS2) located at 235 Oak Street, Glenwood City, Wisconsin. CenturyTel provides NEXTGEN 4 DS1 high capacity interoffice transport based on Agreement rates defined in Appendix D. All Local Traffic exchanges over these Interoffice facilities.

Interoffice facilities Compensation

Monthly Invoicing:

Interoffice Transport - 4 DS1 at \$350.00	\$1400.00
Traffic factor discount 50%	<u>\$700.00</u>
Net Due CenturyTel	\$700.00

Trunking - Each Party provisions trunks on the interoffice facilities at no cost to the other carrier.

Call Termination - Subject to Article V 3.2.2. Bill and Keep.

**Attachment III Disputed billing Issues**

**None**