



June 8, 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 CTC Telcom, Inc. 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 CTC Telcom, Inc. and Telephone USA of Wisconsin, LLC, approved in Docket 05-TI-455 on April 26, 2001.

I have been authorized by CTC Telcom, Inc. 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 CTC Telcom, Inc. and Telephone USA of Wisconsin, LLC.

I hereby certify that a copy of this filing has been served on Rick Vergin, CTC Telcom, Inc., Post Office Box 164, 110 North Second Avenue, Dallas, Wisconsin 54733 and Michael L. Theis, President, Theis Communications Consulting, LLC, 7633 Ganser Way, Suite 202, Madison, Wisconsin 53719-2092.

Sincerely

A handwritten signature in black ink, appearing to read "Francis J. Runkel". The signature is fluid and cursive.

/s/ Francis J. Runkel
Regional Carrier Relations Manager

Enclosures

cc: Rick Vergin – CTC Telcom
Michael L. Theis – Theis Communications Consulting, LLC
Joey.Bales@CenturyTel.com
Lorenzo.Cruz@CenturyTel.com
Ken.Barth@psc.state.wi.us

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

by and between

CTC TELCOM, INC

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 CTC Telcom, Inc. ("CTC Telcom"). CenturyTel and CTC Telcom are hereinafter sometimes referred to collectively as the "Parties" and individually as a "Party".

RECITALS

WHEREAS, CenturyTel and CTC Telcom entered into the Agreement, which was subsequently approved by the Public Service Commission of Wisconsin ("Commission") in Docket 05-TI-455 on April 26, 2001; and

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

NOW, WHEREFORE, CenturyTel and CTC Telcom 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 February 1, 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 CTC Telcom 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 limit 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.

- (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) Article V, Section 3.3 shall be amended to add the following sub-section:

3.3.3 Unless mutually agreed to by the Parties in writing, neither Party will transit traffic to the other Party that originates from a third party network unless the originating and terminating Parties switches both subtend the same access tandem.

- (12) 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.
- (13) 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 14th day of May, 2004, by CTC Telcom signing by and through its duly authorized representative, and CenturyTel signing by and through its duly authorized representative.

CTC Telcom, Inc.

Telephone USA of Wisconsin, LLC

By: Ricky A. Vergin

By: [Signature]

Title: Chief Executive Officer

Title: Director, Corporate Carrier Relations

Name: Ricky S. Vergin

Name: Guy Miller

Date: May 24, 2004

Date: 5/27/04

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 CTC Telcom'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 Collocation, Interconnection and Traffic Exchange Compensation

Virtual Copper Collocations

CTC Telcom has Virtual Copper Collocation at CenturyTel's Barron Central Office located at 131 South Sixth Street and at CenturyTel's Rice Lake Central Office located at 1825 Superior Avenue. Under this arrangement, CTC Telcom placed copper cables to a Main Distribution Frame (MDF) and transferred ownership of the entrance facility and MDF to GTE North and subsequently to CenturyTel through the acquisition by CenturyTel on October 1, 2000. CTC Telcom will monthly pay \$30.00 per line distribution frame.

The following MDFs are located in the respective Tel USA's central offices and monthly recurring charge:

	<u>MDFs</u>	<u>Monthly Recurring Charge</u>
Barron	2	\$ 60.00
Rice Lake	4	\$120.00

Loop Interconnection Points

CTC Telcom's MDF in the CenturyTel's Barron Central office located at 131 South Sixth Street, Barron, Wisconsin.

CTC Telcom's MDF in the CenturyTel's Rice Lake Central Office located at 1825 Superior Avenue, Rice Lake, Wisconsin.

Interconnection Facilities and Compensation

The Parties interconnection point for local traffic exchange is at the CenturyTel Rice Lake and Chibardun Cooperative Cameron Exchange meet point. Each Party is responsible for facilities to the interconnection point at no cost to the other party.

Trunking

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

Call Termination

Parties agree that the current Local Traffic exchanged exceeds the 3:1 ratio as provided in Amended section 3.2.2.1. Any subsequent request for mutual compensation of Local Traffic must follow the provisions of 3.2.2 of the Agreement as Amended.

Attachment III
Disputed billing Issues

None