

Michael J. Wirl
Director
Regulatory and Governmental Affairs



100 Communications Drive
P.O. Box 49
Sun Prairie, WI 53590-0049

Phone: 608-837-1732
FAX: 608-837-1128
E-mail: mike.wirl@verizon.com

July 8, 2005

VIA PSC ELECTRONIC REGULATORY FILING SYSTEM

Christy Zehner, Secretary to the Commission
Public Service Commission of Wisconsin
P.O. Box 7854
Madison, WI 53707-7854

Re: Amendment 2 to the Adopted Interconnection Agreement Pursuant to }
Section 252(i) of the Telecommunications Act of 1996 between Verizon } 05-TI-999
North, Inc. ("Verizon") and ALLTEL Communications, Inc. f/k/a }
CenturyTel Wireless, Inc. ("ALLTEL") }

Dear Ms. Zehner,

Attached for filing with the Commission is Amendment 2 to the terms of the interconnection agreement between Verizon and NEXTEL West Corp. ALLTEL adopted these terms and the adoption letter and Amendment 1 were filed with the Public Service Commission of Wisconsin on January 28, 2004 and was assigned docket number 05-TI-999.

I have been authorized by ALLTEL to submit this filing to the Commission pursuant to 47 U.S.C. Section 252(e) and in recognition of the Commission's jurisdiction in this matter. An electronic copy of Amendment 2 to the adopted terms has been transmitted to Mr. Ken Barth of the Public Service Commission of Wisconsin on July 8, 2005.

If you have questions relating to this matter, I can be contacted at the above numbers.

Very truly yours,

/s/ Michael J. Wirl

Michael J. Wirl

c: Ms Cynthia Austin
Manager - Negotiations
One Allied Drive, B5F04-D
Little Rock, AR 72202

Ken Barth – Public Service Commission of Wisconsin

AMENDMENT NO.2

to the

INTERCONNECTION AGREEMENT

between

VERIZON NORTH INC., F/K/A GTE NORTH INCORPORATED

and

ALLTEL COMMUNICATIONS, INC.

This Amendment No. 2 (this "Amendment") is made this 15th day of June 2005 (the "Amendment Effective Date"), by and between Verizon North Inc., f/k/a GTE North Incorporated ("Verizon"), a Wisconsin corporation with its principal place of business at 8001 West Jefferson Ft Wayne, IN 46804 and ALLTEL Communications, Inc. on behalf of its affiliate companies, ALLTEL Communications of Lacrosse Limited Partnership, Appleton- Oshkosh-Neenah MSA Limited Partnership, Eau Claire Cellular Telephone Limited Partnership, Wisconsin RSA #1 Limited Partnership, Wisconsin RSA #2 Limited Partnership, Wisconsin RSA #6 Limited Partnership, Wisconsin RSA #7 Limited Partnership, and Wisconsin RSA #8 Limited Partnership, a Delaware corporation ("ALLTEL") with its principal place of business at One Allied Drive, Little Rock, AR 72202. (Verizon and ALLTEL may be hereinafter referred to, each individually, as a "Party" and, collectively, as the "Parties"). This Amendment covers services in the State of Wisconsin (the "State").

WITNESSETH:

WHEREAS, pursuant to an adoption letter dated January 13, 2004 (the "Adoption Letter"), ALLTEL adopted in the State of Wisconsin the interconnection agreement between Nextel West Corp. and VERIZON (such Adoption Letter and underlying adopted interconnection agreement referred to herein collectively as the "Agreement"); and

WHEREAS, subsequent to the approval of the Agreement, ALLTEL notified Verizon that it desired to amend the Agreement as set forth herein; and

NOW, THEREFORE, in consideration of the mutual promises, provisions and covenants herein contained, the sufficiency of which is hereby acknowledged, the Parties agree as follows:

1. Amendment to the Agreement. The Parties agree to amend the Agreement to replace existing Article V, Section 2 to include the following 911 Wireless Attachment and the Pricing Appendix to the 911 Wireless Attachment (including Appendix A) attached hereto as Attachments A and B respectively, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement").
2. Miscellaneous Provisions.
 - 2.1 Conflict between this Amended Agreement and the Agreement. This Amended Agreement shall be deemed to revise the terms and provisions of the Agreement to the extent necessary to give effect to the terms and provisions of this Amended Agreement. In the event of a conflict between the terms and provisions of this Amended Agreement and the terms and provisions of the Agreement, this Amended Agreement shall govern, *provided, however*, that the fact that a term or provision appears in this Amended Agreement but not in the Agreement, or in the Agreement but not in this Amended Agreement, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.

- 2.2 Counterparts. This Amended Agreement may be executed in one or more counterparts, each of which when so executed and delivered shall be an original and all of which together shall constitute one and the same instrument.
- 2.3 Captions. The Parties acknowledge that the captions in this Amended Agreement have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any term or provision of this Amended Agreement.
- 2.4 Scope of Amended Agreement. This Amended Agreement shall amend, modify and revise the Agreement only to the extent set forth expressly in Section 1 of this Amended Agreement, and, except to the extent set forth in Section 1 of this Amended Agreement, the terms and provisions of the Agreement shall remain in full force and effect after the Effective Date.
- 2.5 Reservation of Rights. Notwithstanding any contrary provision in the Amended Agreement, or any Verizon tariff or SGAT, nothing contained in the Amended Agreement, or any Verizon tariff or SGAT shall limit either Party's right to appeal, seek reconsideration of or otherwise seek to have stayed, modified, reversed or invalidated any order, rule, regulation, decision, ordinance or statute issued by the Texas Public Utility Commission, the FCC, any court or any other governmental authority related to, concerning or that may affect either Party's rights or obligations under the Agreement, this Amended Agreement, any Verizon tariff or SGAT, or Applicable Law.
- 2.6 Definitions. Notwithstanding any other provision in the Agreement or any Verizon tariff or SGAT, the following terms, as used in the Amended Agreement, shall have the meanings set forth below:
- 2.6.1 ALI Database or Automatic Location Identification Database. The emergency services (E-911) database controlled by Verizon containing caller location information, including the carrier name, National Emergency Numbering Administration ("NENA") ID, call back number, Routing Number, Cell Site/Sector Information, and other carrier information used to process caller location records.
- 2.6.2 CAS. Call Path Associated Signaling. A method for delivery of data inside the voice path of a wireless 911 call.
- 2.6.3 Cell Site/Sector Information. Information that indicates to the receiver of the information the Cell Site location receiving a 911/E-911 Call made by the ALLTEL end user Customer, and which may also include additional information regarding a Cell Sector.
- 2.6.4 Channel Service Unit/Data Service Unit ("CSU/DSU"). A device used to connect a digital phone line (DS-1 or less) to either a multiplexer, channel bank or other device producing a data signal.
- 2.6.5 CMRS (Commercial Mobile Radio Services). A radio communications service between mobile stations or receivers and land stations or by mobile stations communicating among themselves that is provided for profit and that make interconnected service available to the public or to such classes of eligible users as to be effectively available to a substantial portion of the public. ALLTEL is or shortly will become a CMRS provider.
- 2.6.6 Controlling 911 Authority. The duly authorized State, County or Local Government Agency empowered by law to oversee the 911/E-911 services, operations and systems within a defined jurisdiction.

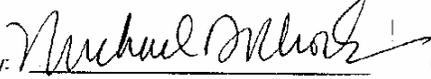
- 2.6.7 Default PSAP. The PSAP designated to receive a 911/E-911 Call in the event the 911 Tandem Office/Selective Router is unable to determine the Designated PSAP.
- 2.6.8 Designated PSAP. The primary PSAP designated by the Controlling 911 Authority to receive a 911/E-911 Call based upon the geographic location of the Cell Site.
- 2.6.9 Fixed Wireless Service. Wireless service that is not Commercial Mobile Radio Service.
- 2.6.10 Host ALI Record. A data record resident in the primary (i.e., host) ALI Database for a PSAP.
- 2.6.11 Mobile Positioning Center. An interface associated with the position determination technology used to obtain Phase II location information.
- 2.6.12 NCAS. Non-Call Path Associated Signaling. A method for delivery of data inside the voice path of a wireless 911 call.
- 2.6.13 911/E-911 Call(s). A call made by ALLTEL Wireless end user Customer by dialing the three digit telephone number "911" (and, as necessary, pressing the "Send" or analogous transmitting button) on a wireless handset to facilitate the reporting of an emergency requiring response by a public safety agency.
- 2.6.14 PAM Protocol. The bi-directional ALI-to-ALI real-time steering interface which supports intersystem queries. This interface allows the ALI Database serving a PSAP to query a third party E-911 database for a data record that is not resident in the ALI Database serving the PSAP.
- 2.6.15 Phase I and Phase II. Shall have the meaning stated in Report and Order and Further Notice of Proposed Rulemaking, *In the Matter of Revision of the Commission's Rules to Ensure Compatibility with Enhanced 911 Emergency Calling Systems*, CC Docket 94-102, RM-8143 (rel. July 26, 1996).
- 2.6.16 PSAP. Public Safety Answering Point(s).
- 2.6.17 Routing Number. The number used to support the routing of wireless 911/E-911 Calls. It may identify a wireless Cell Sector or PSAP to which the call should be routed. In NCAS, the Routing Number (identified in standard documents as Emergency Services Routing Key "ESRK") is a ten-digit number translated and out pulsed from a Cell Sector identifier at the service control point that routes the 911/E-911 Call to the appropriate PSAP. The Routing Number is also the search-key from a PSAP query to the ALI Database for a Host ALI Record with a matching Routing Number.
- 2.6.18 Service Provider. An entity authorized to provide 911/E-911 network and database services within a particular jurisdiction.

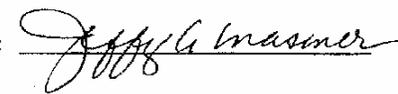
SIGNATURE PAGE

IN WITNESS WHEREOF, the Parties hereto have caused this Agreement to be executed as of the Amendment Effective Date.

ALLTEL COMMUNICATIONS, INC.

VERIZON NORTH INC.

By: 

By: 

Printed: Michael D. Rhoda

Printed: Jeffrey A. Masoner

Title: Vice President – Business Development

Title: Vice President – Interconnection Services
Policy and Planning

Attachment A

911 WIRELESS ATTACHMENT

1. 911/E-911 Arrangements for CMRS Not Constituting Fixed Wireless Services

- 1.1 911/E-911 provides a caller access to the appropriate emergency service agency by dialing a 3-digit universal telephone number "911". Verizon provides and maintains such equipment and software at the Verizon 911/E-911 Tandem Office(s)/Selective Router(s), Verizon interface points and the ALI Database as is necessary to provide 911/E-911 services in areas where Verizon is the designated 911/E-911 Service Provider.
- 1.2 The provisions of this Attachment apply to the provision of 911/E-911 services by Verizon to ALLTEL in respect to CMRS services and do not apply to Fixed Wireless Services. These provisions shall apply only in those jurisdictions in which Verizon is the designated 911/E-911 Service Provider at such time as ALLTEL notifies Verizon that it has received notification from the Controlling 911 Authority to begin providing either Phase I or Phase II wireless services within the jurisdiction. Such notification may designate an Agent that is authorized to act on the behalf of ALLTEL for the purposes of this 911 Wireless Attachment.
- 1.3 Verizon shall have no obligation to provide Services pursuant to this 911 Wireless Attachment prior to its receipt of the notice referenced in Section 1.2 of this Attachment.
- 1.4 Verizon shall make the following information available to ALLTEL, to the extent permitted by Applicable Law. As of the Amendment Effective Date, such information is available electronically at the Verizon wholesale corporate website:
 - 1.4.1 a list of the address and CLLI code of each Verizon 911/E-911 Tandem Office(s)/Selective Router(s), Verizon interface points and associated geographic location served;
 - 1.4.2 a list of appropriate Verizon contact personnel who currently have responsibility for operations and support of 911/E-911 network and database systems.

2. ALI Database - Electronic Interface

- 2.1 Where Verizon manages the ALI Database, Verizon will:
 - 2.1.1 store the ALLTEL ESRK/ESRD/pANI records in the ALI Database.
 - 2.1.2 cooperate with ALLTEL regarding access to the ALI Database for the initial loading and updating of ALLTEL ESRK/ESRD/pANI records. As of the Amendment Effective Date, ALI Database personnel are identified at the Verizon wholesale corporate website.
 - 2.1.3 provide ALLTEL an error and status report based on updates to the ALI Database received from ALLTEL.
- 2.2 ALLTEL will:
 - 2.2.1 provide all data for the initial loading of, and any ongoing updates to, the ALLTEL ESRK/ESRD/pANI records for inclusion in the ALI Database. All such records shall be MSAG-valid and ALLTEL shall utilize the appropriate Verizon electronic interface to update its E-911 database information related to the ESRK/ESRD/pANI records, as defined herein. All E-911 data exchanged between the Parties shall conform to Verizon standards, which, as of the Amendment Effective Date, are available electronically at the Verizon wholesale

corporate website, and shall generally comply with National Emergency Numbering Administration (“NENA”) guidelines.

- 2.2.2 use a Company ID on all ESRK/ESRD/pANI records in accordance with NENA standards.
 - 2.2.3 provide Verizon updates to the ALI Database and correct any errors that occur during the entry of its data to the ALI Database.
 - 2.2.4 conduct call through testing as necessary.
- 2.3 In the event ALLTEL intends to use an Agent for loading and/or updating the ALI Database, ALLTEL must provide a Letter of Authorization, in a form acceptable to Verizon, identifying and authorizing its Agent.

3. 911/E911 Interconnection

- 3.1 Verizon and ALLTEL shall each use commercially reasonable efforts to facilitate the interconnection of ALLTEL systems to the 911/E-911 platforms and/or systems.
- 3.2 ALLTEL may, in accordance with Applicable Law or regulation, interconnect to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface points, e.g., digital cross connect systems (DCS), as designated by Verizon, for the provision of 911/E-911 services and for access to all subtending PSAP(s) that serve the areas in which ALLTEL provides CMRS services.
- 3.3 911 Authority Coordination.

Verizon and ALLTEL will work cooperatively to arrange meetings with the Controlling 911 Authorities to answer technical questions regarding the 911/E-911 arrangements.
- 3.4 ALLTEL will:
 - 3.4.1 provide interconnection with each Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface points that serves the exchange areas in which ALLTEL is authorized to and will provide CMRS service.
 - 3.4.2 provide a minimum of two (2) one-way outgoing 911/E-911 trunks dedicated for originating 911/E-911 Calls from the ALLTEL switch to each Verizon 911/E-911 Tandem Office/Selective Router or Verizon interface point, using SS7 signaling where available, as necessary.
 - 3.4.3 provide and maintain sufficient trunking (a minimum of two (2) one-way outgoing 911/E-911 trunks), facilities and transport capacity to route ALLTEL originating 911/E-911 Calls to the designated Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface points. ALLTEL is responsible for requesting that trunking and facilities be routed diversely for 911/E-911 connectivity.
 - 3.4.4 determine the proper quantity of trunks and facilities from its switch(es) to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s).
 - 3.4.5 engineer its 911/E-911 trunks and facilities to attain a minimum P.01 grade of service as measured using the “busy day/busy hour” criteria or, if higher, at such other minimum grade of service as required by Applicable Law or the Controlling 911 Authority.
 - 3.4.6 monitor its 911/E-911 trunks and facilities for the purpose of determining originating network traffic volumes. If the ALLTEL traffic study indicates that

additional trunks and/or facilities are needed to meet the current level of 911/E-911 call volumes, ALLTEL shall request additional trunks and/or facilities.

- 3.4.7 cooperate with Verizon to promptly test all 911/E-911 trunks and facilities between the ALLTEL switch and the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface points to assure proper functioning of 911/E-911 service at the time of Phase I deployment and Phase II deployment. ALLTEL agrees that it will not pass live 911/E-911 Calls until successful testing is completed by both parties.
- 3.4.8 isolate, coordinate and restore all 911/E-911 network maintenance problems from its switch to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface points. Verizon will be responsible for the coordination and restoration of all 911/E-911 network maintenance problems beyond the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point. ALLTEL will advise Verizon of the circuit identification when notifying Verizon of a failure or outage. Upon request, Verizon will cooperate with ALLTEL to test 911 trunks and facilities affected by a 911 network maintenance problem following restoration of such 911 network maintenance problem.

4. 911/E-911 General

- 4.1 ALLTEL will compensate Verizon for provision of its 911/E-911 Services pursuant to the Pricing Attachment to the 911 Wireless Attachment.
- 4.2 ALLTEL and Verizon will comply with all applicable rules and regulations (including 911 taxes and surcharges as defined by Applicable Law) pertaining to the provision of 911/E-911.
- 4.3 ALLTEL is responsible to collect and remit any applicable surcharges from its end user Customers in accordance with Applicable Law.
- 4.4 ALLTEL will enter data into the ALI Database under the NENA standards for LNP. This includes, but is not limited to, using ALLTEL's NENA ID to lock and unlock records and the posting of the ALLTEL NENA ID to the ESRK/ESRD/pANI record where such locking and unlocking feature for E-911 records is available, or as defined by local standards.

5. Phase I/Phase II Wireless Solutions

- 5.1 The following services may be used by ALLTEL, where available, in order to comply with the FCC's rules and regulations regarding Phase I and Phase II wireless implementation.
- 5.2 Call Path Associated Signaling ("CAS"). Not available for Phase II.
 - 5.2.1 ALLTEL shall establish the trunks and facilities necessary for diverse routing of 911/E-911 Calls to the Verizon 911/E-911 Tandem Office/Selective Router(s) or Verizon interface points for the provision of E-911 services.
 - 5.2.2 Routing of calls will be based on the Emergency Service Number ("ESN") associated with the Verizon 911/E-911 Tandem Office/Selective Router or Verizon interface point delivered with the voice call. Verizon will route the voice portion of the 911 call and its corresponding Verizon 911/E-911 Tandem Office/Selective Router or Verizon interface point and Call Back Number to the Designated PSAP. If Verizon is unable to route to the Designated PSAP due to the PSAP trunks being busy or out of service, Verizon will route the call to a Default PSAP(s) or busy tone, as directed by the Controlling 911 Authority. If Verizon is unable to route the call to the Designated PSAP due to a failure in delivery of the Verizon 911/E-911 Tandem Office/Selective Router or Verizon interface point, Verizon will route the call to a Default PSAP designated by the Controlling 911 Authority and

provided to Verizon by ALLTEL. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.

5.2.3 Upon receipt of a PSAP query, the ALI Database shall return the Verizon 911/E-911 Tandem Office/Selective Router or Verizon interface point and Cell Site/Sector Information to the PSAP.

5.3 CAS Hybrid.

5.3.1 ALLTEL shall establish the trunks and facilities necessary for diverse routing of 911/E-911 Calls to the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface points for the provision of E-911 services.

5.3.2 Routing of calls will be based on the Emergency Service Number ("ESN") associated with the Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point delivered with the voice call, or at Verizon's and ALLTEL's agreement, the location coordinates obtained during call setup. Verizon will route the voice portion of the 911 call, the call back number and its corresponding Verizon 911/E-911 Tandem Office(s)/Selective Router(s) or Verizon interface point(s) to the Designated PSAP. If Verizon is unable to route to the Designated PSAP due to the PSAP trunks being busy or out of service, Verizon will route the call to a Default PSAP(s) or busy tone, as directed by the Controlling 911 Authority. If Verizon is unable to route the call to the Designated PSAP due to a failure in delivery of the Routing Number, Verizon will route the call to a Default PSAP designated by the Controlling 911 Authority and provided to Verizon by ALLTEL. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.

5.3.3 Upon receipt of a PSAP query to the ALI Database to obtain the required Phase II location information for a 911/E-911 Call provided by ALLTEL, the ALI Database shall route the query to the ALLTEL-controlled Mobile Positioning Center designated by ALLTEL.

5.3.4 The ALI Database shall then automatically receive from the ALLTEL-controlled Mobile Positioning Center the Phase II location information as provided by the CLEC associated with the 911/E-911 Call.

5.3.5 The ALI Database shall then automatically transmit the data received from the ALLTEL-controlled Mobile Positioning Center to the PSAP.

5.3.6 ALLTEL will terminate at least two data circuits from ALLTEL-controlled Mobile Positioning Centers to the ALI Database.

5.3.7 Verizon shall place the necessary Channel Service Unit/Data Service Unit ("CSU/DSU") at each ALI Database site, to receive the necessary data, i.e., Routing Number, Phase II location information as provided by ALLTEL.

5.3.8 ALLTEL shall provision its Mobile Positioning Centers such that the exchange of data between these Mobile Positioning Centers and the ALI Database shall use the PAM Protocol or other agreed message format.

5.4 Non-Call Path Associated Signaling ("NCAS").

5.4.1 ALLTEL shall establish the trunks and facilities necessary for diverse routing of 911/E-911 Calls to the Verizon 911/E-911 Tandem Selective Router Office for the provision of E -911 services.

5.4.2 Routing of calls will be based on the Verizon 911/E-911 Tandem Office/Selective Router or Verizon interface point delivered with the voice call, or at Verizon's

discretion, the location coordinates obtained during call setup. Verizon will route the voice portion of the 911 call and its corresponding Verizon 911/E-911 Tandem Office/Selective Router or Verizon interface point to the Designated PSAP. If Verizon is unable to route to the Designated PSAP due to the PSAP trunks being busy or out of service, Verizon will route the call to a Default PSAP or busy tone, as directed by the Controlling 911 Authority. If Verizon is unable to route the call to the Designated PSAP due to a failure in delivery of the Verizon 911/E-911 Tandem Office/Selective Router or Verizon interface point, Verizon will route the call to a Default PSAP designated by the Controlling 911 Authority and provided to Verizon by ALLTEL. Both Parties' network architecture and routing responsibilities will be in accordance with Applicable Law.

- 5.4.3 Upon receipt of a PSAP query to the ALI Database to obtain the required Phase I/II Call Back Number and location information for a 911/E-911 Call, provided by ALLTEL, the ALI Database shall route the query to the ALLTEL designated E-911 database.
- 5.4.4 The ALI Database shall then automatically receive from the ALLTEL-designated E-911 database, the Verizon 911/E-911 Tandem Office/Selective Router or Verizon interface point, call back number and required Phase I/II location information as provided by ALLTEL.
- 5.4.5 The ALI Database shall then return the data received from the ALLTEL-designated E-911 database to the PSAP.
- 5.4.6 ALLTEL will terminate at least two diverse circuits from the ALLTEL-designated E-911 database to the ALI Database.
- 5.4.7 Verizon shall place necessary CSU/DSU at each ALI Database site, for the provision of the ERSK, call back number, and Phase I/II location information as provided by ALLTEL.
- 5.4.8 ALLTEL shall provision its E-911 databases such that the exchange of data between it and the ALI Database shall use the PAM Protocol, or other agreed upon interface.

6. Good Faith Performance

If and, to the extent that, Verizon, prior to the Amendment Effective Date of this Amended Agreement, has not provided in the State of Wisconsin a Service offered under this Amended Agreement, Verizon reserves the right to negotiate in good faith with ALLTEL reasonable terms and conditions (including, without limitation, rates and implementation timeframes) for such Service; and, if the Parties cannot agree to such terms and conditions (including, without limitation, rates and implementation timeframes), either Party may utilize the Amended Agreement's dispute resolution procedures.

Attachment B

PRICING ATTACHMENT TO THE 911 WIRELESS ATTACHMENT

1. General

- 1.1 As used in this Attachment, the term "Charges" means the rates, fees, charges and prices for a Service.
- 1.2 Except as stated in Section 3 of this Attachment, Charges for Services shall be as stated in this Section 1 of this Attachment.
- 1.3 The Charges for a Service shall be the Charges for the Service stated in Verizon's applicable Tariff.
- 1.4 In the absence of Charges for a Service established pursuant to Section 1.3 of this Attachment, the Charges shall be as stated in Appendix A of this Pricing Attachment.
- 1.5 The Charges stated in Appendix A of this Pricing Attachment shall be automatically superseded by any applicable Tariff Charges. The Charges stated in Appendix A of this Pricing Attachment also shall be automatically superseded by any new Charge(s) when such new Charge(s) are required by any order of the Commission or the FCC, approved by the Commission or the FCC, or otherwise allowed to go into effect by the Commission or the FCC (including, but not limited to, in a Tariff that has been filed with the Commission or the FCC), provided such new Charge(s) are not subject to a stay issued by any court of competent jurisdiction.
- 1.6 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.5 of this Attachment, if Charges for a Service are otherwise expressly provided for in this Amended Agreement, such Charges shall apply.
- 1.7 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.6 of this Attachment, the Charges for the Service shall be Verizon's FCC or Commission approved Charges.
- 1.8 In the absence of Charges for a Service established pursuant to Sections 1.3 through 1.7 of this Attachment, the Charges for the Service shall be mutually agreed to by the Parties in writing.

2. [This Section Intentionally Left Blank]

3. ALLTEL Prices

ALLTEL will not impose any Charges on Verizon pursuant to this Attachment or the 911 Wireless Attachment of this Amended Agreement.

4. Section 271

If Verizon is a Bell Operating Company (as defined in the Act) and in order to comply with Section 271(c)(2)(B) of the Act provides a Service under this Agreement that Verizon is not required to provide by Section 251 of the Act, Verizon shall have the right to establish Charges for such Service in a manner that differs from the manner in which under Applicable Law (including, but not limited to, Section 252(d) of the Act) Charges must be set for Services provided under Section 251. Charges for such Services shall be established as set forth in Section 1 of this Attachment.

5. Regulatory Review of Prices

Notwithstanding any other provision of this Amended Agreement, each Party reserves its respective rights to institute an appropriate proceeding with the FCC, the Commission or other governmental

body of appropriate jurisdiction: (a) with regard to the Charges for its Services (including, but not limited to, a proceeding to change the Charges for its services, whether provided for in any of its Tariffs, in Appendix A, or otherwise); and (b) with regard to the Charges of the other Party (including, but not limited to, a proceeding to obtain a reduction in such Charges and a refund of any amounts paid in excess of any Charges that are reduced).

**WISCONSIN APPENDIX A TO THE PRICING ATTACHMENT
V1.0**

I. Rates and Charges for Transport and Termination of Traffic¹

C. Entrance Facility and Transport for 911/E911 Interconnection Charges: See Intrastate Special Access Tariff.

¹ All rates and charges specified herein are pertaining to the Interconnection Attachment.