

Michael J. Wirt
Director
Public Affairs, Policy, and Communications



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

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

July 31, 2009

VIA PSC ELECTRONIC REGULATORY FILING SYSTEM

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

Application for approval of amendment 1 to the Amended, Extended }
and Restated Interconnection Agreement between Verizon North Inc. } 05-TI-
("Verizon") for the State of Wisconsin and Denali Spectrum)
Operations, LLC ("Denali") }

Dear Ms. Paske,

Enclosed is a copy of amendment 1 to the amended, extended and restated interconnection agreement between Verizon North Inc. ("Verizon") for the State of Wisconsin and Denali Spectrum Operations, LLC ("Denali"). The amended, extended and restated agreement was filed with the Public Service Commission of Wisconsin (PSCW) on July 31, 2009.

I have been authorized by Denali 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 this amendment was sent to Mr. Ken Barth of the PSCW on July 31, 2009. If you have questions relating to this matter, I can be contacted at the above numbers.

Very truly yours,



Michael J. Wirt

C: Dan Graf, Director of Interconnection
Denali Spectrum Operations, LLC
10307 Pacific Center Court
San Diego, CA 92121

Ken Barth – Public Service Commission of Wisconsin - electronic

AMENDMENT NO. 1
TO THE
AMENDED, EXTENDED AND RESTATED AGREEMENT

by and between

DENALI SPECTRUM OPERATIONS, LLC

and

VERIZON NORTH INC.

FOR THE STATE OF

WISCONSIN

This Amendment No. 1 (this "Amendment") shall be deemed effective on July 1, 2009 (the "Amendment Effective Date"), by and between Verizon North Inc. ("Verizon"), a Wisconsin corporation with offices at 8001 West Jefferson Boulevard, Ft. Wayne, IN 46804 and Denali Spectrum Operations, LLC ("Denali"), a Delaware limited liability company with offices at 10307 Pacific Center Court, San Diego, California 92121 (Verizon and Denali may be referred to hereinafter, each, individually as a "Party" and, collectively, as the "Parties").

WITNESSETH:

WHEREAS, Verizon and Denali are parties to an interconnection agreement under Sections 251 and 252 of the Communications Act of 1934, as amended (the "Act"), dated July 1, 2009 (the "Agreement"); and

WHEREAS, on April 18, 2001, in the Order on Remand and Report and Order, *In the Matter of Implementation of the Local Competition Provisions in the Telecommunications Act of 1996, Intercarrier Compensation for ISP-Bound Traffic*, FCC 01-131, CC Docket Nos. 96-98 and 99-68, 16 FCC Rcd 9151 (hereinafter the "April 18, 2001 Order"), the Federal Communications Commission exercised its authority under Section 201 of the Act to establish a transitional plan for intercarrier compensation for Internet Traffic; and

WHEREAS, on November 5, 2008, in the Order on Remand and Report and Order and Further Notice of Proposed Rulemaking, *In the Matter of High-Cost Universal Service Support; Federal-State Joint Board on Universal Service; Lifeline and Link Up; Universal Service Contribution Methodology; Numbering Resource Optimization; Implementation of the Local Competition Provisions in the Telecommunications Act of 1996; Developing a Unified Intercarrier Compensation Regime; Intercarrier Compensation for ISP-Bound Traffic; IP-Enabled Services*, FCC 08-262, CC Docket Nos. 96-45, 96-98, 99-68, 99-200, 01-92, WC Docket Nos. 03-109, 04-36, 05-337, 06-122 (hereinafter the "November 5, 2008 Order"), the Federal Communications Commission affirmed its prior decision to establish a transitional plan for intercarrier compensation for Internet Traffic (the April 18, 2001 Order and the November 5, 2008 Order are hereinafter referred to as the "Orders"); and

WHEREAS, in accordance with the Orders, Verizon has elected to offer an optional Reciprocal Compensation rate plan, under which Reciprocal Compensation Traffic exchanged between Verizon and a local exchange carrier or CMRS provider in Verizon's service territory in a given state will be subject to compensation at the same rate applicable to intercarrier compensation for Internet Traffic in Verizon's service territory in that state under the terms of the Orders; and

WHEREAS, Denali has requested that the Parties amend the Agreement to address the matters set forth herein;

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

1. Amendment to Agreement. The Agreement is amended to incorporate the rates, terms and conditions set forth in this Amendment, all of which shall apply to and be a part of the Agreement (hereinafter referred to as the "Amended Agreement") notwithstanding any other rate, term or condition of the Amended Agreement, a Tariff or a Verizon Statement of Generally Available Terms and Conditions ("SGAT").

1.1 Reciprocal Compensation Rate.

1.1.1 The Reciprocal Compensation Rate that shall apply pursuant to Section 251(b)(5) of the Act and Section 7 of the Two-Way Wireless Attachment of the Agreement for the transport and termination of Reciprocal Compensation Traffic shall be the Reciprocal Compensation Rate set out in Exhibit A to this Amendment.

1.1.2 The Reciprocal Compensation Rate provided for in Section 1.1.1 above shall replace and apply in lieu of the Reciprocal Compensation Rates for the transport and termination of Reciprocal Compensation Traffic set out in the Agreement (including, but not limited to, the Reciprocal Compensation Rates set out in Section I.A.1, "Reciprocal Compensation Traffic Termination," and Section II.A.1, "Reciprocal Compensation Traffic Termination," of "Appendix A to the Pricing Attachment" of the Agreement).

1.1.3 The Reciprocal Compensation Rate provided for in Section 1.1.1 above shall apply to the Parties in an equal and symmetrical manner.

1.1.4 The Reciprocal Compensation Rate (including, but not limited to, per minute of use rates) billed by Denali to Verizon shall not exceed the Reciprocal Compensation Rate (including, but not limited to, per minute of use rates) billed by Verizon to Denali.

1.1.5 The rates provided for in Section 1.1.1 above shall apply until such time as they are replaced prospectively by such new rates as may be approved or allowed into effect from time to time by the Commission pursuant to FCC orders and FCC Regulations, or by the FCC, subject to a stay or other order issued by a court of competent jurisdiction.

1.2 Reciprocal Compensation shall not apply to traffic that is not subject to Reciprocal Compensation under Section 251(b)(5) of the Act.

1.3 "Internet Traffic" means any traffic that is transmitted to or returned from the Internet at any point during the duration of the transmission.

- 1.4 Reciprocal Compensation shall not apply to Internet Traffic.
- 1.5 The Parties' rights and obligations with respect to any intercarrier compensation that may be due in connection with their exchange of Internet Traffic shall be governed by the terms of the Orders and other applicable FCC orders and FCC Regulations, including, without limitation, the Order in Petition of Core Communications, Inc. for Forbearance Under 47 U.S.C. § 160(c) from Application of the ISP Remand Order, 19 FCC Rcd 20179, WC Docket No. 03-171 (2004) (the "Core Order").
- 1.6 The determination of whether traffic is Reciprocal Compensation Traffic or Internet Traffic shall be performed in accordance with Paragraphs 8 and 79, and other applicable provisions, of the April 18, 2001 Order (including, but not limited to, in accordance with the rebuttable presumption established by the April 18, 2001 Order that traffic delivered to a carrier that exceeds a 3:1 ratio of terminating to originating traffic is Internet Traffic, and in accordance with the process established by the April 18, 2001 Order for rebutting such presumption before the Commission), as modified by the Core Order, the November 5, 2008 Order and other applicable FCC orders and FCC Regulations.

2. Miscellaneous Provisions.

- 2.1 Conflict Between this Amendment and the Agreement. This Amendment shall be deemed to revise the rates, terms and conditions of the Agreement to the extent necessary to give effect to the rates, terms and conditions of this Amendment. In the event of a conflict between the rates, terms and conditions of this Amendment and the rates, terms and conditions of the Agreement, this Amendment shall govern; provided, however, that the fact that a rate, term or condition appears in this Amendment but not in the Agreement, or in the Agreement but not in this Amendment, shall not be interpreted as, or deemed grounds for finding, a conflict for purposes of this Section 2.1.
- 2.2 Capitalization. Capitalized terms used and not otherwise defined herein have the meanings set forth in the Agreement.
- 2.3 Counterparts. This Amendment 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.
- 2.4 Captions. The Parties acknowledge that the captions in this Amendment have been inserted solely for convenience of reference and in no way define or limit the scope or substance of any rate, term or condition of this Amendment.
- 2.5 Scope of Amendment. This Amendment shall amend, modify and revise the Agreement only to the extent set forth expressly in this Amendment and, except to the extent set forth expressly in this Amendment, the rates, terms and conditions of the Agreement shall remain in full force and effect after the Amendment Effective Date. For the avoidance of any doubt, nothing in this Amendment shall be deemed to extend or amend the term of the Agreement, or to affect the right of a Party to exercise any right of termination it may have under the Agreement.
- 2.6 Joint Work Product. The Parties acknowledge that this Amendment is the joint work product of the Parties, that, for convenience, this Amendment has been drafted in final form by Verizon and that, accordingly, in the event of ambiguities

in this Amendment, no inferences shall be drawn for or against either Party on the basis of authorship of this Amendment.

- 2.7 Amendments. No amendments or modifications shall be made to this Amendment unless in writing and signed by appropriate representatives of the Parties.
- 2.8 Waivers. A failure or delay of either Party to enforce any of the provisions of this Amendment, or any right or remedy available under this Amendment, or at law or in equity, or to require performance of any of the provisions of this Amendment, or to exercise any option that is provided under this Amendment, shall in no way be construed to be a waiver of such provisions, rights, remedies or options.
- 2.9 No Arbitrage. Denali represents and warrants that as of the Amendment Effective Date, and covenants that so long as this Amendment remains in effect, neither Denali, nor any CMRS provider controlling, controlled by or under common control with Denali, shall exchange with Verizon, or any Incumbent Local Exchange Carrier controlling, controlled by or under common control with Verizon, Reciprocal Compensation Traffic or Measured Internet Traffic for the State of Wisconsin at any rates other than the rates for such traffic as specified in this Amendment.

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

DENALI SPECTRUM OPERATIONS, LLC
A Delaware limited liability company

VERIZON NORTH INC.

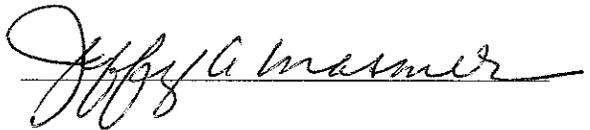
By: Denali Spectrum License, LLC
Its sole member

By: Denali Spectrum, LLC
Its sole member

By: Denali Spectrum Manager, LLC
Its manager

By: Doyon, Limited
Its manager

By:  _____

By:  _____

Printed: Allen Todd

Printed: Jeffrey A. Masoner

Title: General Counsel & Asst. Sec.

Title: Vice President – Interconnection Services

EXHIBIT A

A. SERVICES, FACILITIES, AND ARRANGEMENTS:

<u>Service or Element Description:</u>	<u>Recurring Charges:</u>	<u>Non-Recurring Charge:</u>
I. Reciprocal Compensation Traffic Termination Reciprocal Compensation Traffic	Amendment Effective Date and thereafter -- \$0.0007 per minute of use	Not Applicable
