PSC REF#:171393

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Public Service Commission of Wisconsin
RECEIVED: 09/04/12, 12:03:38 PM

September 4, 2011

Ms. Sandra Paske
Secretary to the Commission
Public Service Commission of Wisconsin
PO Box 7854
Madison, Wisconsin 53707-7854

**Re: Application for the Approval of Amendment #1 to the Interconnection Agreement for the Transport and Termination of Telecommunications Traffic ("Amendment") Between Chibardun Telephone Cooperative, Inc. and Verizon Wireless. ("VERIZON WIRELESS").**

Dear Ms. Paske:

I am filing this letter and signed Amendment electronically on behalf of Chibardun Telephone Cooperative, Inc. ("Chibardun").

Chibardun hereby requests approval pursuant to 47 USC 252, of the enclosed Amendment #1 to the Interconnection Agreement for the Transport and Termination of Telecommunications Traffic between Chibardun and VERIZON WIRELESS. Chibardun has been authorized by VERIZON WIRELESS to submit this Amendment to the Public Service Commission of Wisconsin ("PSCW") for approval.

I hereby certify that a copy of this filing has been served on VERIZON WIRELESS via U. S. mail at the following address:

Lance D. Murphy
Verizon Wireless - MTS
24242 Northwestern Hwy
Southfield, MI 48075

If there are any questions regarding the filing of this Amendment, please contact me at 608-829-0271.

Sincerely,

Michael L Theis

Michael L. Theis President
Theis Communications Consulting, LLC.

CC: Lance D. Murphy- Verizon Wireless - MTS
CC: Rick Vergin – Chibardun Telephone Cooperative, Inc.

# AMENDMENT #1 TO THE INTERCONNECTIOIN AGREEMENT FOR THE TRANSPORT AND TERMINATION OF TELECOMMUNICATIONS TRAFFIC

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This Interconnection Agreement Amendment #1 for the Transport and Termination of Telecommunications Traffic ("Amendment") is effective as of the 1st of July 2012 (the "Effective Date"), by and between Chibardun Telephone Cooperative, Inc. ("Chibardun") and CTC Telcom, Inc. ("CTC"), (collectively d/b/a Mosaic Telecom "CTCI"), both are Wisconsin corporations with their principal office at 401 South First Street, PO Box 664, Cameron, Wisconsin 54822 and the Verizon Wireless entities listed on the signature page of this Amendment ("VERIZON WIRELESS"), each with its principal office at One Verizon Way, Basking Ridge, NJ 07920. CTCI and VERIZON WIRELESS are referred to herein individually as "Party" and collectively as the "Parties".

## RECITALS

WHEREAS, the Parties, or their predecessors in interest, previously entered into an Interconnection Agreement, pursuant to 47 U.S.C. 251/252 dated August 1, 2004, that was approved by the Public Service Commission of Wisconsin ("Commission") as an effective agreement in the state of Wisconsin Docket No. 05-TI-1097 on September 22, 2004 ("Agreement"); and

WHEREAS, the Federal Communications Commission, in an order released November 18, 2011, has provided that bill-and-keep shall be the default compensation arrangement between the Parties for the exchange of Intra-MTA traffic, confirmed that the Commercial Mobile Radio Service ("CMRS") provider is responsible for all transport costs to a meet point within the Local Exchange Carrier ("LEC") exchange boundary, and that these are to be considered a change of law; and

WHEREAS VERIZON WIRELESS elects to apply such arrangements to Intra-MTA traffic between the Parties; and

WHEREAS, the Agreement contains a "change of law" provision that authorizes the Parties to amend the Agreement to comport with a change in law; and

WHEREAS, the Parties desire to amend the Agreement to provide for such arrangements for the exchange of all Intra-MTA traffic between them, to become effective July 1, 2012;

## AMENDMENT #1

NOW THEREFORE, in consideration of the premises and the mutual terms, covenants and conditions contained in this Amendment and other good and valuable consideration, the receipt and sufficiency of which is hereby acknowledged, the Parties agree as follows:

By signing this Amendment #1 below both Parties agree to the following:

1. In applying Amendment #1 the following names shall be substituted in the Agreement "VERIZON WIRELESS" shall be substituted for "ALLTEL".

2. Section 1.41 shall be replaced as follows:

   1.41 "Subject Traffic" is the Telecommunications Traffic that the Parties mutually agree to exchange pursuant to the terms and conditions of Reciprocal Compensation set forth in this Agreement. For the purposes of this Agreement, Telecommunications Traffic handed off to and compensated by an Interexchange Carrier is not Subject Traffic.

3. Section 3.3 shall be replaced as follows:

   3.3 VERIZON WIRELESS represents that it is a CMRS provider of Telecommunications service to subscribers in MTA No. 12 (Minneapolis), and serves end users with an Operating Company Number (OCN) of 6508 in the state of Wisconsin.

4. Section 4.2.2 shall be replaced as follows:

   4.2.2 The Type 2A Interconnection shall be used by CTCI to deliver Subject Traffic and Transiting Traffic to VERIZON WIRELESS NPA-NXXs identified in the LERG as associated with the VERIZON WIRELESS MSC to which the Type 2A Interconnection is connected.

5. Section 4.4 shall be replaced as follows:

   4.4 Indirect Interconnection. To the extent that either Party and a third party have entered into or may enter into arrangements for the Transport of Telecommunications Traffic or Transiting Traffic to or from CTCI or a third party network (i.e., traffic that is not covered elsewhere in this Agreement) each Party will accept this traffic subject to the compensation arrangements as provided in Appendix B.

6. Section 8.1 shall be replaced as follows:

8.1 The term of this Agreement, as amended, shall be two years from the Effective Date July 1, 2012 through June 30, 2014 and shall then automatically renew on a year to year basis. The Agreement may be terminated by either Party at the end of the initial term or any renewal term by providing written notice of termination to the other Party sixty (60) days prior to the end of the initial term or any renewal term. In the event such notice of termination is provided and either Party requests in good faith to renegotiate a successor agreement under the provisions of the Act, this Agreement shall remain in effect (i) until this Agreement has been replaced by a new agreement, or (ii) for up to one hundred eighty (180) calendar days following the date of termination, whichever is earlier.

7. Section 15.9 shall be replaced as follows:

15.9 Notices. Notices given by one Party to the other Party under this Agreement shall be in writing and shall be (i) delivered personally, (ii) delivered by express delivery service, (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (iv) delivered by telecopy to the following addresses of the Parties:

Contract Notices:

To: Verizon Wireless
Network Interconnection
1120 Sanctuary Parkway
Alpharetta, GA 30009

With a copy to:
Verizon Wireless
Regulatory Counsel – Interconnection
1300 I Street NW
Suite 400W
Washington, D.C. 20005

To: Rick Vergin, CEO
Chibardun Telephone
Cooperative, Inc.
401 South First Street
P.O. Box 664
Cameron, WI 54822
Phone: 715-458-5400
Fax: 715-458-2112

Assistant Manager
Chibardun Telephone
Cooperative, Inc.
401 South First Street
P.O. Box 664
Cameron, WI 54822
Phone: 715-458-5400
Fax: 715-458-2112

With a copy to:
Michael L. Theis
Theis Communications Consulting, LLC.
7633 Ganser Way Suite 202
Madison, WI 53719
Phone: 608-829-0271
Fax: 608-829-1754

Billing Notices:

To: Verizon Wireless
Attn: Telecom Billing Analyst
10740 Nall Ave
Overland Park, KS 66211

To: Rick Vergin, Chief Executive Officer
Chibardun Telephone
Cooperative, Inc.
401 South First Street
P.O. Box 664
Cameron, WI 54822
Phone: 715-458-5400
Fax: 715-458-2112

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

8. In section 15.10.1 the VERIZON WIRELESS Contact Number shall be (800) 852-2671.

9. Appendix A, B, and E of the Agreement shall be removed and replaced with the attached Appendix A, B and E.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment #1 to be executed by their duly authorized representatives.

**Chibardun Telephone Cooperative, Inc.**

**Verizon Wireless**
**Alltel Communications of LaCrosse Limited Partnership d/b/a Verizon Wireless**
**By Alltel Communications Wireless of Louisiana, Inc., Its General Partner**

**Alltel Communications Wireless of Louisiana, Inc.**

**Appleton–Oshkosh-Neenah MSA Limited Partnership d/b/a VerizonWireless**
**By Alltel Wireless of Wisconsin Appleton-Oshkosh-Neenah MSA, LLC, Its General Partner**

**Cellco Partnership d/b/a Verizon Wireless**

**Duluth MSA Limited Partnership d/b/a Verizon Wireless**
**By Verizon Wireless (VAW) LLC, Its General Partner**

**Midwest Wireless Wisconsin L.L.C d/b/a Verizon Wireless**
**By Alltel Communications, LLC, Its Managing Member**

**MVI Corp. d/b/a/ Verizon Wireless**

**Verizon Wireless (VAW) LLC d/b/a Verizon Wireless**

**Verizon Wireless Personal Communications LP d/b/a Verizon Wireless**

**Verizon Wireless Telecom Inc. d/b/a Verizon Wireless**

**Wisconsin RSA #1 Limited Partnership d/b/a Verizon Wireless**
**By Alltel Wireless of Wisconsin RSA #1, Its Managing Partner**

**Wisconsin RSA #2 Partnership d/b/a Verizon Wireless**
**By Alltel Communications Wireless of Louisiana, Inc., Its Managing Partnership**

**Wisconsin RSA #6 Partnership, LLP d/b/a Verizon Wireless**
**By Alltel Communications Wireless of Louisiana, Inc., Its Managing Partner**

**Wisconsin RSA No. 8 Limited Partnership d/b/a Verizon Wireless**
**By Alltel Communications Wireless of Louisiana, Inc., Its General Partner**

By: Ricky S. Vergin

Date: 6/5/12

Printed: Rick Vergin

Title: Chief Executive Officer

By: Beth Ann Drohan

Date: 5/9/12

Printed: Beth Ann Drohan

Title: Area Vice President – Network

**CTC Telcom, Inc.**

By: Ricky S. Vergin

Date: 6/5/12

Printed: Ricky S. Vergin

Title: Chief Executive Officer

## Appendix A
## Interconnection Facilities

### I. Direct Interconnection Facilities

a. VERIZON WIRELESS shall arrange for and maintain the following final two-way Interconnection Facilities between CTCI in Dallas, WI and the VERIZON WIRELESS Network ("Interconnection Facilities").

b. Point of Interconnection –Type-2A For the exchange of Subject Traffic, InterMTA Traffic, and Transiting Traffic in accordance with this Agreement, the Parties agree to retain the existing Type-2A Trunk using one (1) DS 1s. The Type-2A Interconnection Facilities between the CTCI Tandem Switch and the VERIZON WIRELESS network in Appleton, Wisconsin shall have a POI at the CTCI Mid Span Meet at the V and H coordinates: V5644 & H4317.

c. Point of Interconnection- Type-2B For the exchange of Subject Traffic and InterMTA Traffic in accordance with this Agreement, the Parties may agree to connect twenty-four (24) Trunks using one (1) DS 1. The Type-2B Interconnection Facilities between the CTCI End Office Switch and the VERIZON WIRELESS network shall have a POI at the CTCI Mid Span Meet located at the V and H coordinates: V5644 & H4317.

d. Point of Interconnection Type-2A Other For the exchange of Subject Traffic, InterMTA Traffic and Transiting Traffic in accordance with this Agreement, the Parties may establish Type-2A Trunk group(s) to other VERIZON WIRELESS MSCs in accordance with Section 4.2.2 of this Agreement. The Interconnection Facilities between the CTCI Tandem Switch and any VERIZON WIRELESS network shall have a POI at the CTCI Mid Span Meet located at the V and H coordinates: V5644 & H4317.

### II. Indirect Interconnection Facilities

a. As of the Effective Date of this Agreement, CTCI and VERIZON WIRELESS may exchange traffic indirectly utilizing the Transiting Traffic services of a third party, as provided in Section 4.4 of this Agreement, subject to the compensation as provided in Appendix B.

b. Point of Interconnection – The POI for an indirect Interconnection facility via a third party between CTCI and VERIZON WIRELESS shall be at the CTCI Dallas, Wisconsin Tandem Switch V5631 & H4348.

## III. Dedicated Facilities and Services

Per Applicable CTCI Interstate Access Tariff on file with the FCC.

## IV. Shared Facility Factor

The following Shared Facility Factors will apply to the Interconnection Facilities in Section I.b and I.d of this Appendix A.

| | |
|---|---|
| Mobile to Landline Telecommunications Traffic | 50.0% |
| Landline to Mobile Telecommunications Traffic | 50.0% |

## Appendix B

## Rates and Charges

This Appendix specifies the rates for the Transport and Termination of Subject Traffic, InterMTA Traffic and Transiting Traffic delivered by one Party to the network of the other Party and the charges for other services pursuant to the Agreement as follows:

**I. Charges for Transport and Termination of Subject Traffic via Direct Interconnection.**

a. Combined Transport and Termination Rate (per terminating minute of use) $0.0

b. This rate is reciprocal and symmetrical for Subject Traffic exchanged between CTCI and VERIZON WIRELESS and applies for all Subject Traffic exchanged via the Direct Interconnection Facilities between the Parties pursuant to Section 4.2 and Section 4.3 of this Agreement, except as described in Section IV below.

**II. Charges for Transport and Termination of Subject Traffic via Indirect Interconnection**

a. Combined Transport and Termination Rate (per terminating minute of use) $0.0

b. This rate is reciprocal and symmetrical for Subject Traffic exchanged between CTCI and VERIZON WIRELESS and applies for all Subject Traffic exchanged pursuant to Section 4.4 of this Agreement, except as described in Section IV below.

c. In accordance with the Interim Transport Rule (*See In the matter of Connect America Fund, et al., Report and Order and Further Notice of Proposed Rule Making,* WC Docket 10-90, FCC 11-161 (Released November 18, 2011) at ¶¶ 998-999), VERIZON WIRELESS will be financially responsible for Transport from the POI as described in Appendix A, Section II(b) to its network. This arrangement will be subject to renegotiation if/when the FCC issues final rules regarding the default point at which financial responsibility for the exchange of traffic shifts from the originating carrier to the terminating carrier.

d. CTCI will bill VERIZON WIRELESS for all indirect Interconnection or transiting charges from third party providers that are billed to CTCI.

## III. Transiting Traffic Charges.

a. Transiting Traffic Rate (per minute of use) $.0055

b. Transiting Traffic compensation is applicable for all VERIZON WIRELESS originating traffic transiting the CTCI Dallas, Wisconsin Tandem Switch, which terminates to an affiliate or third party network subtending the Dallas Tandem switch as provided in Appendix E, but excluding Interexchange Carrier traffic.

c. Transiting Traffic compensation may be applicable for traffic which originates on a third party network that subtends the Dallas Tandem switch as provided in Appendix E subject to VERIZON WIRELESS' arrangement for such traffic with such third party.
VERIZON WIRELESS also assumes responsibility for any termination compensation to the third party which terminates the call subject to VERIZON WIRELESS' arrangements with such third party.

## IV. InterMTA Traffic Factors

The Parties agree to apply an InterMTA Traffic Factor to terminated minutes of use as an estimate of the net InterMTA Traffic being exchanged. The Parties have agreed upon the InterMTA Factors specified below as representative of the share of Subject Traffic exchanged that is exempt from Transport and Termination charges and is subject to InterMTA Rates. The Parties have developed an initial factor representative of the share of Telecommunications Traffic exchanged that is exempt from Transport and Termination charges. The InterMTA Factor will be multiplied by the total mobile-to-land terminated traffic minutes recorded each month by the CTCI End Office Switches to determine those minutes to which the InterMTA Rate applies.

a. Mobile-to-Land Traffic

| | | |
|---|---|---|
| Subject Traffic | | 92.0% |
| InterMTA Traffic Factor | | 8.0% |
| Intrastate | 100.0% | |
| Interstate | 0.0% | |

b. Land-to-Mobile Traffic

| | |
|---|---|
| Subject Traffic | 100.0% |
| InterMTA Traffic Factor | 0.0% |

e. InterMTA Rate (per terminating minute of use)
Per Applicable CTCI Switched Access Tariff

## Appendix E

### Networks with Arrangements with CTCI for Tandem Switch Service

Locality

I. Affiliated Network

A) CTC Telcom, Inc.

II. Third Party Network

A) None

VERIZON WIRELESS will use its best efforts to negotiate exchange of traffic agreements with all third party networks included in this Appendix E, for the Termination of Subject Traffic.

The Affiliate and third party networks listed above include all of the Telecommunications Carriers that subtend the CTCI Dallas, Wisconsin Tandem switch applicable to this Agreement. When there are additions or deletions to the list above, the Parties agree to provide an updated Appendix E with the change executed by both Parties and made part of this Agreement.