PSC REF#:171399

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Public Service Commission of Wisconsin
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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 24-7 Telcom, Inc. and Verizon Wireless. ("VERIZON WIRELESS").

Dear Ms. Paske:

I am filing this letter and signed Amendment electronically on behalf of 24-7 Telcom, Inc. ("24-7 Telcom").

24-7 Telcom 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 24-7 Telcom and VERIZON WIRELESS. 24-7 Telcom 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 President
Theis Communications Consulting, LLC.

CC: Lance D. Murphy- Verizon Wireless - MTS
CC: Randy Siler – 24-7 Telcom, Inc.

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

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 West Wisconsin Telcom Cooperative, Inc. ("West Wisconsin") and 24-7 Telcom, Inc ("Telcom"), (collectively "WWTC"), both are Wisconsin corporations with their principal office at E4528 County Road C, PO Box 115, Downsville, Wisconsin 54735 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. WWTC 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 April 1, 2011, that was approved by the Public Service Commission of Wisconsin ("Commission") as an effective agreement in the state of Wisconsin Docket No. 05-TI-2149 on July 8, 2011 ("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. Section 1.38 shall be replaced as follows:

   1.38 "Telecommunications Traffic", consistent with 47CFR51.701(b)(2), means two-way telecommunications between End Users of WWTC and VERIZON WIRELESS that at the beginning of the call originates and terminates within the same MTA. For the purposes of this Agreement, Telecommunications Traffic does not include traffic handed off to and compensated by an Interexchange Carrier.

2. Section 3.5 shall be replaced as follows:

   3.5 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.

3. Section 3.8.3 shall be replaced as follows:

   3.8.3 WWTC to VERIZON WIRELESS Telecommunications Traffic that is:

   a. originated on the ILEC network of WWTC by a WWTC End User;
   b. delivered to VERIZON WIRELESS over the Interconnection Facilities, as provided in Appendix A, pursuant to this Agreement; and
   c. terminated on the CMRS network of VERIZON WIRELESS.

4. 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 and Transiting Traffic to or from WWTC or a third party network as provided in Appendix C (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.

5. 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.

6. Appendix A, B, and C of the Agreement shall be removed and replaced with the attached Appendix A, B and C.

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

West Wisconsin Telcom 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: _____

Date: 5/25/12

Printed: Randy R. Siler

Title: Chief Executive Officer

By: _____

Date: 5/9/12

Printed: Beth Ann Drohan

Title: Area Vice President – Network

24-7 Telcom, Inc.

By: _____

Date: 5/25/12

Printed: RANDY R. SILER

Title: C.E.O.

Appendix A
Interconnection Facilities

I. Direct Interconnection Facilities

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

b. Point of Interconnection –Type-2A For the exchange of Telecommunications Traffic, InterMTA Traffic, and Transiting Traffic in accordance with this Agreement, the Parties agree to retain the existing Type-2A Trunk using six (6) DS 1s. The Type-2A Interconnection Facilities between the WWTC Tandem Switch and the VERIZON WIRELESS network in Appleton, Wisconsin shall have a POI at the WWTC Mid Span Meet at the V and H coordinates: V 5699 & H 4239.

c. Point of Interconnection- Type-2B For the exchange of Telecommunications 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 WWTC End Office Switch and the VERIZON WIRELESS network shall have a POI at the WWTC Mid Span Meet located at the V and H coordinates: V 5699 & H 4269.

d. Point of Interconnection Type-2A Other For the exchange of Telecommunications 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 WWTC Tandem Switch and any VERIZON WIRELESS network shall have a POI at the WWTC Mid Span Meet located at the V and H coordinates: 5699 & 4269.

II. Indirect Interconnection Facilities

a. As of the Effective Date of this Agreement, WWTC 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 WWTC and VERIZON WIRELESS shall be at the WWTC Elk Lake, Wisconsin Tandem Switch V 5698 & H 4277.

III. Dedicated Facilities and Services

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

Appendix B

Rates and Charges

This Appendix specifies the rates for the Transport and Termination of Telecommunications 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 Telecommunications 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 Telecommunications Traffic exchanged between WWTC and VERIZON WIRELESS and applies for all Telecommunications 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 Telecommunications 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 Telecommunications Traffic exchanged between WWTC and VERIZON WIRELESS and applies for all Telecommunications 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. WWTC will bill VERIZON WIRELESS for all third party indirect Interconnection charges for the Transport of Telecommunications Traffic and Transiting Traffic that are billed to WWTC.

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 WWTC Elk Lake, Wisconsin Tandem Switch, which terminates to an affiliate or third party network subtending the Elk Lake Tandem switch as provided in Appendix C but excluding Interexchange Carrier traffic.

c. Transiting Traffic compensation may be applicable for traffic which originates on a third party network that subtends the Elk Lake Tandem switch as provided in Appendix C 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 WWTC End Office Switches to determine those minutes to which the InterMTA Rate applies.

a. Mobile-to-Land Traffic		
Subject Traffic		85.0%
InterMTA Traffic Factor		15.0%
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 WWTC Switched Access Tariff

Appendix C

Networks with Arrangements with WWTC for Tandem Switch Service

Locality

I. Affiliated Network

A) 24-7 Telcom, Inc.

II. Third Party Network

A) Tri-County Telephone Cooperative, Inc.
- Eleva
- Independence
- Pigeon Falls
- Pleasantville
- Northfield
- Strum

B) Clear Lake Telephone Company, Inc.

C) Farmers Independent Telephone Co. Inc.
- Falun
- Grantsburg
- Trade Lake

D) Lakeland Telecom, Inc.
- Balsam Lake
- Centuria

E) Luck Telephone Company, Inc.
- Cushing
- Luck

F) Milltown Mutual Telephone Company, Inc.
- Fox Creek
- Milltown

G) Spring Valley Telephone Company, Inc.

H) Hager Telecom Company
- Hager City
- Bay City

I) Indianhead Telephone Company
- Weyerhauser
- Exland
- Radisson

J) Siren Telephone Company

K) Nelson Telephone Cooperative
- Durand
- Nelson
- Arkansaw
- Gilmanton

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

The Affiliate and third party networks listed above include all of the Telecommunications Carriers that subtend the WWTC Elk Lake, 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 C with the change executed by both Parties and made part of this Agreement.