



# THEIS COMMUNICATIONS CONSULTING, LLC

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Public Service Commission of Wisconsin  
RECEIVED: 09/14/12, 4:40:33 AM

September 11, 2012

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

**Re: Application for the Approval of an Interconnection Agreement for the Transport and Termination of Telecommunications Traffic (“Agreement”) Between Chequamegon Communications Cooperative, Inc. and CTC Telcom, Inc. d/b/a Mosaic Telecom (“CTC”).**

Dear Ms. Paske:

I am filing this letter, and signed Agreement electronically on behalf of Chequamegon Communications Cooperative, Inc. (“Chequamegon”).

Chequamegon hereby requests approval, pursuant to 47 USC 252, of the enclosed Interconnection Agreement for the Transport and Termination of Telecommunications Traffic between Chequamegon and CTC. Chequamegon has been authorized by CTC to submit this Agreement to the Public Service Commission of Wisconsin (“PSCW”) for approval.

I hereby certify that a copy of this filing has been sent to CTC via U. S. mail at the following address:

Rick Vergin, Chief Executive Officer  
Mosaic Telecom  
P.O. Box 664  
401 South First Street  
Cameron, Wisconsin 54822

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

Sincerely,

Michael L. Theis President  
Theis Communications Consulting, LLC.

CC: Rick Vergin – Mosaic Telecom  
CC: Dave Carter - Chequamegon Communications Cooperative, Inc.

March 23, 2012

Chequamegon Communications Cooperative, Inc.  
43705 U.S. Hwy. 63  
P.O. Box 67  
Cable, WI 54821  
Attn: Mr. Dave Carter

Dear Mr. Carter:

CTC Telcom, Inc. ("CTC"), with its principal offices at 401 South First Street PO Box 664, Cameron, Wisconsin 54822, hereby requests approval of its adoption of the terms and conditions of the Interconnection Agreement for the Transport and Termination of Telecommunications Traffic between Chequamegon Communications Cooperative, Inc. and Cheqtel Communications, Inc. n/d/b/a Norvado, Inc (collectively, "NORVADO") and Alltel Communications, Inc. ("ALLTEL") dated June 1, 2004, that was approved by the Public Service Commission of Wisconsin ("Commission") as an effective agreement in the state of Wisconsin in Docket No. 05-TI-1050 on June 17, 2004 ("Agreement"). This letter shall confirm that CTC has a copy of the Agreement.

By CTC's countersignature on this letter, CTC hereby agrees to the following:

1. Except as set forth below, CTC adopts the Agreement for interconnection with NORVADO, and, in applying the terms and conditions of the Agreement, agrees that "CTC" shall be substituted in the place of "ALLTEL" in the Agreement wherever appropriate.
2. CTC requests that notice to CTC, as may be required under this Agreement, shall be provided as follows:

To CTC:

Rick Vergin  
CTC Telcom, Inc.  
401 South First Street  
Cameron, Wisconsin 54822

With a copy to:

Technical Operations Officer  
CTC Telcom, Inc.  
401 South First Street  
Cameron, Wisconsin 54822

3. CTC represents and warrants that it is a Wisconsin corporation licensed to provide wireless Telecommunications service in the state of Wisconsin, and that its adoption of the Agreement will cover the state of Wisconsin only.
4. CTC's adoption of the Agreement shall become effective on January 1, 2012 upon NORVADO's filing of this letter with the Commission and shall terminate pursuant to Section 8.1 of the Agreement.
5. In Section 3.3 the OCN for CTC shall be changed to 283F.
6. The Parties agree that CTC may route traffic indirectly to NORVADO in accordance with Section 4.4 of the Agreement.
7. At the end of Section 14.2.1 add to the end of the last sentence "... except as provided in Appendix B."
8. In Section 15.10.1 the CTC 24-hour contact number shall be changed to (715)-837-1825.
9. Appendix B. Section IV. The InterMTA Traffic Factors shall be changed as follows:

Mobile-to-Land Traffic			
Subject Traffic			100.0%
InterMTA			0.0%
Intrastate	0.0%		
Interstate	0.0%		
Land-to-Mobile-Traffic			
Subject Traffic			100.0%
10. CTC agrees to provision direct Type-2A Interconnection Facilities as provided in Appendix A within thirty (30) days after execution of this Agreement. The POI will be the actual Mid-Span Meet of the NORVADO and CTC at the NORVADO exchange boundary.
11. CTC and NORVADO agree to replace Appendix B I. with the following upon completion of provisioning the Interconnection Facilities as provided in Appendix AI. and item 10 above:

**I) Charges for Transport and Termination**

a) Per terminating minute of use. \$ 0.00

b) This rate is reciprocal and symmetrical for Subject Traffic exchanged between NORVADO and CTC and applies for all Subject Traffic MOU's Transiting at the Cable, Wisconsin Tandem to be terminated at a NORVADO End Office Switch except as described below in Section IV.

12. **Appendix A III Shared Facilities Factor** shall be changed to:

Mobile-to-Land Telecommunications Traffic	00.0%
Land-to-Mobile Telecommunications Traffic	100.0%

13. The Agreement as amended shall be subject to any and all Applicable Law, rules, regulations or guidelines that subsequently may be prescribed by any federal, state or local governmental authority. Notwithstanding the provisions above, to the extent required by any such subsequently prescribed law, rule, regulation or guideline, the Parties agree to modify, in writing, the affected term(s) and condition(s) of this Agreement to bring them into compliance with such law, rule, regulation or guideline.

14. The following shall be added to Appendix B:

#### **VI. Reciprocal Compensation-Net Billing**

Each month during the term of this Agreement NORVADO will bill CTC the net amount of terminating compensation due to NORVADO based on the rates and billing factors in this Agreement. To calculate the net amount due, the number of mobile-to-land minutes of use delivered by CTC to NORVADO, directly and indirectly, (rounded to the nearest whole minute) will be reduced by the number of land-to-mobile minutes of use delivered by NORVADO to CTC, and the resulting net minutes of use will be multiplied by the applicable rate to arrive at the net amount due NORVADO. Mobile-to-land minutes of use will be based on actual minutes of use delivered by CTC for termination by NORVADO as measured by NORVADO. Land-to-mobile minutes of use will be based on actual minutes of use originated by NORVADO for termination by CTC as measured by NORVADO. If NORVADO cannot measure the originating minutes of use terminated to CTC, land-to-mobile minutes of use shall be calculated by dividing the total number of Subject Traffic minutes of use delivered by CTC for termination by NORVADO by the mobile-to-land factor of 50% and multiplying the results by the land-to-mobile factor of 50%.

In the event the Subject Traffic terminated on the Parties respective networks is de minimis such that the Reciprocal Compensation-Net Billing, as described above, is less than 5,000 minutes of use per month the Parties agree that NORVADO will not bill CTC for Reciprocal Compensation.

The mobile-to-land and land-to-mobile billing factors ("Billing Factors") shall not be revised during the first twelve (12) months of this Agreement. Thereafter at the request of either Party the Billing Factors may be mutually adjusted based on actual traffic studies, but in no event more frequently than one (1) time annually. The requesting Party will provide the supporting documentation to the other Party before the Billing Factors will be adjusted. In the event of a dispute regarding the adjustment of the Billing Factors, the dispute will be resolved to the provision of Section 14.0 the ALLTEL Agreement. Each Party agrees to provide available detail billing records in conjunction with any adjustment.

15. CTC and NORVADO agree to remove the following provision from Appendix E: ALLTEL will use it best efforts to negotiate exchange of traffic agreements with all third party carriers included in this Appendix E, for the Termination of Telecommunications Traffic.

Please indicate NORVADO's agreement to the provisions of this letter by signing three (3) original copies of this letter on the space provided below and return to Rick Vergin at CTC Telcom, Inc., 401 South First Street, Cameron, Wisconsin 54822.

Sincerely,

Ricky S. Vergin

CTC Telcom Inc.

Name: Rick Vergin

Title: CEO

AGREED and ACCEPTED this 2<sup>nd</sup> day of March 2012.  
Chequamegon Communications Cooperative, Inc.

By: Dave Carter

Name: Dave Carter

Title: General Manager

Norvado, Inc.

By: Dave Carter

Name: Dave Carter

Title: CEO