PSC REF#:171991

**THEIS COMMUNICATIONS CONSULTING, LLC**
7633 Ganser Way, Suite 202 • Madison, WI 53719-2092 • 608.829.0271 • fax 608.829.1754
miket@theisconsulting.com

Public Service Commission of Wisconsin
RECEIVED: 09/14/12, 4:45:44 AM

September 7, 2012

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 AT&T Mobility. ("AT&T MOBILITY").**

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 AT&T MOBILITY. Chibardun has been authorized by AT&T MOBILITY 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 AT&T MOBILITY via U. S. mail at the following address:

W. Bernard Shell
Lead Carrier Relation Manager
AT&T Services, Inc. Room 3655
675 West Peachtree St. NE
Atlanta, GA 30308

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: W. Bernard Shell- AT&T Mobility
CC: Rick Vergin – Chibardun Telephone Cooperative, Inc.

# AMENDMENT #1 TO THE INTERCONNECTION 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 "CHIBARDUN"), both are Wisconsin corporations with their principal office at 401 South First Street, PO Box 664, Cameron, Wisconsin 54822 and New Cingular Wireless PCS, LLC, a Delaware limited liability company, and its Commercial Mobile Radio Service ("CMRS") operating affiliates, d/b/a "AT&T Mobility (hereafter "AT&T MOBILITY") with offices at 1277 Lenox Park Blvd., Suite 4A42, Atlanta, GA, 30319. CHIBARDUN and AT&T MOBILITY 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 June 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-1094 on August 11, 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, and also ruled that when the CMRS provider's chosen Interconnection Point is located within a rural, rate-of-return carrier's service area, the rural, rate-of-return carrier is responsible for Transport to the CMRS provider's chosen Interconnection Point, and when the CMRS provider's chosen Interconnection Point is located outside the rural, rate-of-return carrier's service area, the rural, rate-of-return carrier's Transport and provisioning obligation stops at its meet point within the service area exchange boundary, and further held that these rulings are to be considered a change of law; and

WHEREAS AT&T MOBILITY 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 "New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service operating affiliates, d/b/a AT&T Mobility (hereafter "AT&T MOBILITY")," shall be substituted for "AMERICAN CELLULAR". Reference to the AMERICAN CELLULAR MSC in Wausau, Wisconsin shall be replaced by the AT&T MOBILITY MSC in Milwaukee, Wisconsin.

2. Section 1.24 shall be replaced as follows:

   1.24 "Subject Traffic" is two-way Telecommunications traffic that the Parties mutually agree to exchange pursuant to the terms and conditions of Reciprocal Compensation set forth in this Agreement. Subject Traffic means traffic within the same MTA that is, (a) at the beginning of the call, originated by a AT&T MOBILITY end user and terminates to a CHIBARDUN end user in the same MTA, or (b) at the beginning of the call, originated by an CHIBARDUN end user and terminates to a AT&T MOBILITY end user in the same MTA. For the purposes of this Agreement Telecommunications traffic handed off to, and compensated by an Interexchange Carrier is not Subject Traffic.

3. Section 1.29 shall be added as follows:

   1.29 "Transiting Traffic" means traffic that originates from one provider's network, "transits" one or more other providers' networks substantially unchanged, and terminates to yet another provider's network.

4. Section 3.3 shall be replaced as follows:

   3.3 AT&T MOBILITY represents that it is a CMRS provider of Telecommunications service to subscribers in MTA No. 12 (Minneapolis), and serves end users through an entity as listed on the signature page of this Amendment.

5. Section 4.1.1 shall be added as follows:

4.1.1 Indirect Interconnection: To the extent that either Party and a third party have entered into or may enter into arrangements for the Transport of Subject Traffic or Transiting Traffic to or from CHIBARDUN or a third party 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 A.II and B.II.

6. Section 8.2 shall be replaced as follows:

8.2 The term of this Agreement, as amended, shall be three years from the Effective Date July 1, 2012 through June 30, 2015. The Agreement may be terminated by either Party at the end of the initial term by providing written notice of termination to the other Party sixty (60) days prior to the termination date. At the end of the initial term, this Agreement will automatically renew on a month to month basis.

7. Section 14.10 shall be replaced as follows:

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

Contract Notices:

To: AT&T Mobility
1277 Lenox Park Blvd.
Suite 4A42
Atlanta, GA 30319
Attn: Senior Contract Manager
Phone: 404-499-6086
Fax: 404-986-8452

With a copy to:
AT&T Services, Inc.
Legal Department
675 West Peachtree Street
Atlanta, GA 30308
Attn: Interconnection Agreement Counsel
Phone: 404-335-0710
Fax: 404-927-3618

To: Rick Vergin, CEO
Chibardun Telephone

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

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

Company Billing Contact:

To: AT&T Mobility
C/O TEOCO
12150 Monument Drive
Suite 700
Fairfax, VA 22033
(in :RE" space put "Xtrak")

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

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the date of actual receipt.

8. Appendix A and B 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.

**Chibardun Telephone Cooperative, Inc.**

By: Rick Vergin

Date: 8/17/2012

Printed: Rick Vergin

Title: Chief Executive Officer

**New Cingular Wireless PCS, LLC, and its Commercial Mobile Radio Service operating entities, d/b/a AT&T Mobility**

By: W. Bernard Shell

Date: 8/9/2012

Printed: W. Bernard Shell

Title: Lead Carrier Relations Manager

**CTC Telcom, Inc.**

By: Rick Vergin

Date: 8/17/2012

Printed: Rick Vergin

Title: Chief Executive Officer

## Appendix A
## Schedule of Interconnection Facilities

### I. Direct Interconnection Facilities

a. AT&T MOBILITY may arrange for and maintain the following final two-way Interconnection Facilities between CHIBARDUN in Dallas, WI and the AT&T MOBILITY Network ("Interconnection Facilities").

b. Interconnection Point –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 1. The Type-2A Interconnection Facilities between the CHIBARDUN Tandem Switch and the AT&T MOBILITY network in Milwaukee, Wisconsin shall have an Interconnection Point ("IP") at the CHIBARDUN Mid Span Meet at the V and H coordinates: V5644 & H4317.

c. Interconnection Point- 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 CHIBARDUN End Office Switch and the AT&T MOBILITY network shall have an IP at the CHIBARDUN Mid Span Meet located at the V and H coordinates: V5644 & H4317.

d. Interconnection Point- 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 AT&T MOBILITY MSCs in accordance with Section 4.1. of this Agreement. The Interconnection Facilities between the CHIBARDUN Tandem Switch and any AT&T MOBILITY network shall have an IP at the CHIBARDUN Mid Span Meet located at the V and H coordinates: V5466 & H4317.

### II. Indirect Interconnection Facilities with a Third Party Provider

a. As of the Effective Date of this Agreement, CHIBARDUN and AT&T MOBILITY may exchange traffic indirectly utilizing the Transiting Traffic services of a third party, as provided in Sections 4.1.1 of this Agreement, subject to the compensation as provided in Appendix B and Section c below.

b. Interconnection Point – Unless mutually agreed to by the Parties, the IP for indirect Interconnection facilities with a third party between CHIBARDUN and AT&T MOBILITY shall be at the CHIBARDUN Mid Span Meet located at the V and H coordinates: V5466 & H4317.

c. AT&T MOBILITY agrees to be financially responsible per the USF/ICC Reform Order for all charges assessed by a third-party provider for the Transport of Telecommunications traffic originated by Chibardun or a rate of return carrier third-party network as provided in Appendix C, as applicable, and sent through the third-party provider to AT&T MOBILITY for termination subject to the following conditions:

1) The third-party provider must have a tariff or a valid and enforceable contract with Chibardun that authorizes the third-party provider to provide for the Transport of Telecommunications traffic for Chibardun;

2) The third-party provider must have a tariff or a valid and enforceable contract with AT&T MOBILITY that authorizes the third-party provider to charge AT&T MOBILITY for the Transport of Telecommunications traffic to other carriers and which shall govern the third-party provider's billing to AT&T MOBILITY for the Transport of Telecommunications traffic from Chibardun through the third-party provider to AT&T MOBILITY, including the right of AT&T MOBILITY to dispute in good faith any charges;

3) Chibardun will work cooperatively with AT&T MOBILITY to utilize a lower cost third party provider.

**III. Dedicated Facilities and Services**

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

## Appendix B

## Schedule of 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. Subject Traffic shall be exchanged on a bill and keep basis, which means that neither Party shall charge for the termination of the other Party's Subject Traffic.

b. Neither Party owes any compensation to the other Party for traffic that is handed off to and compensated by an Interexchange Carrier and, at the beginning of the call, originates and terminates in the same MTA.

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

a. Subject Traffic shall be exchanged on a bill and keep basis, which means that neither Party shall charge for the termination of the other Party's Subject Traffic.

b. Neither Party owes any compensation to the other Party for traffic that is handed off to and compensated by an Interexchange Carrier and, at the beginning of the call, originates and terminates in the same MTA.

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 ¶¶ 997-999), if ATT MOBILITY'S chosen Interconnection Point is located within CHIBARDUN'S service area, CHIBARDUN is responsible for Transport to ATT MOBILITY's chosen Interconnection Point, and when ATT MOBILITY'S chosen Interconnection Point is located outside CHIBARDUN'S service area, CHIBARDUN'S Transport and provisioning obligation stops at its meet point within the service area exchange boundary.

## III. Transiting Traffic Charges.

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

b. Transiting Traffic compensation is applicable for all AT&T MOBILITY originating traffic transiting the Chibardun Dallas, Wisconsin Tandem switch, which terminates to an affiliate or a third party network subtending the Dallas Tandem switch as provided in Appendix C, but excluding Interexchange Carrier traffic. AT&T MOBILITY also assumes responsibility for any compensation to the third party, which terminates the call.

c. Transiting Traffic compensation is applicable and billable to AT&T MOBILITY for all Subject Traffic originated by a rate of return carrier third-party network that subtends the Dallas Tandem switch as provided in Appendix C and terminates to AT&T MOBILITY.

## 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 CHIBARDUN End Office Switches to determine those minutes to which the InterMTA Rate applies.

| | | |
|---|---|---|
| a. Mobile-to-Land Traffic | | |
| Subject Traffic | | 100.0% |
| InterMTA Traffic Factor | | 0.0% |
| Intrastate | 100.00% | |
| b. Land-to-Mobile Traffic | | |
| Subject Traffic | | 100.0% |
| InterMTA Traffic Factor | | 0.0% |

c. InterMTA Traffic rate
Per applicable CHIBARDUN Switched Access Tariff.

## Appendix C

**Networks with Arrangements with CHIBARDUN for Tandem Switch Service**

Locality

I. Affiliated Network

A) CTC Telcom, Inc.

II. Third Party Network

B) None

AT&T MOBILITY will use its best efforts to negotiate exchange of traffic agreements with all third party networks included in this Appendix C, for the Termination of Subject Traffic.

The third party networks and/or Affiliated networks listed above includes all of the Telecommunications carriers that subtend the Chibardun 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 C with the change executed by both Parties and made part of this Agreement.