



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
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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 Lakefield Telephone Company and Verizon Wireless. (“VERIZON WIRELESS”).

Dear Ms. Paske:

I am filing this letter and signed Amendment electronically on behalf of Lakefield Telephone Company (“Lakefield”).

Lakefield 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 Lakefield and VERIZON WIRELESS. Lakefield 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: Phil Nass – Lakefield Telephone Company

**AMENDMENT #1 TO THE INTERCONNECTION 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 Lakefield Telephone Company (“LAKEFIELD”), a Wisconsin corporation with its principal office at 7520 English Lake Road, Manitowoc, Wisconsin 54220-9524 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. LAKEFIELD 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 February 1, 2002, that was approved by the Public Service Commission of Wisconsin (“Commission”) as an effective agreement in the State of Wisconsin Docket No. 05-TI-632 on July, 9 2002 (“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 1.12 shall be replaced as follows:
 - 1.12 “Interexchange Carrier (IXC)” is a carrier that provides or carries, directly or indirectly, toll traffic authorized by the FCC to provide interstate long distance Telecommunications service and is authorized by the Commission to provide long distance Telecommunications services within the State.

2. Section 1.12.1 shall be added as follows:
 - 1.12.1 “InterMTA Traffic” is (a) traffic originated by a CMRS end user of VERIZON WIRELESS in one MTA and terminated to an end user of LAKEFIELD in another MTA; and (b) traffic originated by an end user of LAKEFIELD in one MTA and terminated to an end user of VERIZON WIRELESS in another MTA.

3. Section 1.28 shall be replaced as follows:
 - 1.28 “Telecommunications Traffic”, consistent with 47CFR 51.701(b)(2), means two-way Telecommunications between end users of LAKEFIELD and VERIZON WIRELESS that at the beginning of the call originates and terminates within the same MTA. A Party that originates Telecommunications Traffic has the obligation and the right under this Agreement to terminate the traffic on the other Party’s network.

4. Section 1.31 shall be added as follows:
 - 1.31 “Transiting Traffic” means traffic that originates on one Party’s network, “transits” a third party’s network substantially unchanged, and Terminates on another party’s network. Neither Party shall send any traffic to the other Party for transiting to a third party.

5. Section 3.1 shall be added as follows:
 - 3.1.1 VERIZON WIRELESS represents that it is a CMRS provider of Telecommunications service to subscribers in MTA No. 20 (Milwaukee), and serves end users with an Operating Company Number (OCN) of 6508 in the state of Wisconsin.

- 3.1.2 LAKEFIELD represents that it is an ILEC provider of Telecommunications services to subscribers in Wisconsin, and serves end users with an Operating Company Number (OCN) of 0896.
6. Section 4.1 shall be replaced as follows:
- 4.1 Description of Arrangements. This Agreement provides for the following interconnection and arrangements between the networks of VERIZON WIRELESS and LAKEFIELD.
- 4.1.1 Description. VERIZON WIRELESS currently does not wish to have a direct facilities connection with LAKEFIELD. Absent such a connection, traffic originating from VERIZON WIRELESS CMRS network and terminating to LAKEFIELD's network will be routed via AT&T-Wisconsin Milwaukee, Wisconsin tandem switch to a POI with LAKEFIELD and then be routed to the LAKEFIELD End Office. The indirect routing of traffic shall be in accordance with Section 4.4 below. Traffic originating on the network of LAKEFIELD to be terminated to VERIZON WIRELESS's network will be routed in accordance with Telcordia Traffic Routing Administration instructions for VERIZON WIRELESS's applicable NPA/NXXXs.
- 4.1.2 In the event that VERIZON WIRELESS desires to effect a direct facilities connection with LAKEFIELD, the Parties agree to negotiate in good faith to promptly establish and implement the terms and conditions for such an interconnection, which terms and conditions shall be as provided in Section 4.3 below.
- 4.1.3 Nothing in this Agreement shall prohibit VERIZON WIRELESS from enlarging its CMRS network through contractual affiliations with third parties for the construction and operation of a CMRS system under the VERIZON WIRELESS brand name and license. Traffic originating on such extended networks shall be treated as VERIZON WIRELESS traffic under the terms and conditions of this Agreement.
7. Section 4.2 shall be added as follows:
- 4.2 Intentionally Left Blank.
8. Section 4.3 shall be added as follows:
- 4.3 Type-2B Interconnection. Type-2B involves Trunk side connection to a LAKEFIELD End Office Switch. Type-2B facilities provide the capability to

access only subscribers served by that End Office Switch or any LAKEFIELD remote subtending that End Office Switch, as applicable. A two-way Trunk group may be provisioned between the LAKEFIELD Lakefield, Wisconsin End Office Switch and VERIZON WIRELESS with the Point of Interconnection designated, as provided in Appendix A Section I. Applicable tariff charges for establishing and provisioning this Trunk group are billed to VERIZON WIRELESS, pursuant to Section 5.2 and Appendix A of this Agreement.

4.3.1 Landline to Wireless

4.3.1.1 LAKEFIELD will route in accordance with Section 4.3.1.2 below, all Telecommunications Traffic originated on its network by a LAKEFIELD end user to a VERIZON WIRELESS NPA-NXX's identified in the LERG as associated with the VERIZON WIRELESS MSC to which the Type-2B Interconnection is connected (except to the extent that the Parties agree to apply the InterMTA Traffic Factor, as set forth in Appendix B), subject to applicable tariffs.

4.3.1.2 LAKEFIELD shall route the Telecommunications Traffic that originates on its network to VERIZON WIRELESS by delivering such Telecommunications Traffic to the POI identified in Appendix A.

4.3.1.3 VERIZON WIRELESS NPA-NXX's are identified in the LERG. Calls originating on LAKEFIELD network and addressed to VERIZON WIRELESS NPA-NXXs will be rated by LAKEFIELD in the same way as other calls addressed to NPA-NXXs maintained by other landline carriers with the same rate points.

4.3.2 Wireless to Landline:

4.3.2.1 VERIZON WIRELESS shall route the Telecommunications Traffic that originates on its network to LAKEFIELD by delivering Telecommunications Traffic to the POI identified in Appendix A.

4.3.2.2 VERIZON WIRELESS shall route all Telecommunications Traffic originated on its network by a VERIZON WIRELESS end user that is routed for a LAKEFIELD NPA-NXX associated with the LAKEFIELD End Office Switch

(except to the extent that the Parties agree to apply the InterMTA Traffic Factor as set forth in Appendix B.)

4.3.2.3 A list of LAKEFIELD NPA-NXXs, which are rated within the LAKEFIELD exchange boundary are identified in the LERG.

4.3.3 Delivery of Traffic. Except to the extent precluded by nondiscrimination and/or dialing parity principles, or as otherwise noted above, the designation of Rate Center V&H coordinates associated with network numbers assigned to VERIZON WIRELESS's end users shall not affect or determine: (i) the services offered by LAKEFIELD or VERIZON WIRELESS, (ii) the services provided to end users by either Party; (iii) the rate structure applied to services provided to end users by either Party; or (iv) the rates charged to end users by either Party for the services either Party provides to its end users. The designation of Rate Center V&H coordinates for the NPA-NXX numbers assigned to mobile CMRS end users shall not create legal or regulatory obligations for either Party that do not otherwise exist. LAKEFIELD will provide dialing parity to VERIZON WIRELESS's NPA-NXX's in LAKEFIELD'S Mandatory Local Calling Scope, in accordance with the requirements of Section 251(b)(3) of the Act.

4.3.4 If the traffic volumes between VERIZON WIRELESS and LAKEFIELD meet the centum call seconds equivalent of one DS-1 (i.e. 500 busy hour centum call seconds of 240,000 minutes per month), for three consecutive months, the Parties shall within sixty (60) days meet to review the establishment of additional direct trunks.

9. Section 4.4 shall be added as follows:

4.4 Indirect Interconnection: VERIZON WIRELESS may deliver Telecommunications Traffic to AT&T-Wisconsin, Milwaukee, Wisconsin Tandem Switch for delivery as Transiting Traffic to all LAKEFIELD End Office Switches. This Telecommunications Traffic will be subject to the compensation arrangements as provided in Appendix B II. To the extent that either Party and a third party service provider have entered into or may enter into arrangements for the transport of Telecommunications Traffic to or from LAKEFIELD (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.

4.4.1 Landline to Wireless:

Telecommunications Traffic from LAKEFIELD end users may be routed from the LAKEFIELD End Office Switch to VERIZON WIRELESS via a third party service provider, with an arrangement with LAKEFIELD for Transiting Traffic.

4.4.2 Wireless to Landline:

Telecommunications Traffic originated on VERIZON WIRELESS's network within MTA #20 (Milwaukee) to LAKEFIELD end users may be routed from the VERIZON WIRELESS network via the third party service provider for termination by LAKEFIELD to its end users, as appropriate.

4.4.3 Delivery of Traffic:

Except to the extent precluded by nondiscrimination and/or dialing parity principles, or as otherwise noted above, the designation of Rate Center V&H coordinates associated with network numbers assigned to VERIZON WIRELESS's end users shall not affect or determine: (i) the services offered by LAKEFIELD or VERIZON WIRELESS, (ii) the services provided to end users by either Party; (iii) the rate structure applied to services provided to end users by either Party; or (iv) the rates charged to end users by either Party for the services either Party provides to its end users. The designation of Rate Center V&H coordinates for the NPA-NXX numbers assigned to mobile CMRS end users shall not create legal or regulatory obligations for either Party that do not otherwise exist. LAKEFIELD will provide dialing parity to VERIZON WIRELESS's NPA-NXX's in LAKEFIELD's Mandatory Local Calling Scope, in accordance with the requirements of Section 251 (b)(3) of the Act.

The VERIZON WIRELESS NPA-NXXs are identified in the LERG. Calls originating on LAKEFIELD network and addressed to VERIZON WIRELESS NXXs will be rated by LAKEFIELD in the same way as other calls addressed to NXXs maintained by other landline carriers with the same rate points.

- 4.4.4 If the traffic volumes between VERIZON WIRELESS and LAKEFIELD delivered by the third party service provider meet the centum call seconds equivalent of one DS-1 (i.e. 500 busy hour centum call seconds or 240,000 minutes per month), for three consecutive months, the Parties shall within sixty (60) days meet to review the establishment of direct end office trunk groups, as provided in Section 4.3.

10. Section 5.1 shall be replaced as follows:

5.1 Reciprocal Compensation. VERIZON WIRELESS shall compensate LAKEFIELD for the Transport and Termination of Mobile-to-Land Telecommunications Traffic originated on VERIZON WIRELESS's network and terminated on LAKEFIELD's network subject to the provisions of 5.1.1 LAKEFIELD shall compensate VERIZON WIRELESS for the Transport and Termination of Land-to-Mobile Telecommunications Traffic originated on LAKEFIELD's network and terminated on VERIZON WIRELESS's network subject to the provisions of 5.1.2.

5.1.1 VERIZON WIRELESS shall compensate LAKEFIELD for the Transport and Termination by LAKEFIELD of Telecommunications Traffic originated by VERIZON WIRELESS's customers on VERIZON WIRELESS's network and terminated to LAKEFIELD's customers on LAKEFIELD's network, as defined in Section 1.28 above. The rate for Reciprocal Compensation shall be 0.00 per minute.

5.1.2 LAKEFIELD shall compensate VERIZON WIRELESS for the Transport and Termination of Telecommunications Traffic originated by LAKEFIELD's customers on LAKEFIELD's network and terminate to VERIZON WIRELESS's customers on VERIZON WIRELESS's network, as defined in Section 1.28 above. The rate of Reciprocal Compensation shall be 0.00 per minute.

11. 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 month to month 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.

12. Section 16.9 shall be replaced as follows:

16.9 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: Philip Nass, General Manager
Lakefield Telephone Company
7520 English Lake Road
Manitowoc, WI 54220-9524
Phone: 920-758-2211
Fax: 920-758-2997

Office Manager
Lakefield Telephone Company
7520 English Lake Road
Manitowoc, WI 54220-9524
Phone: 920-758-2211
Fax: 920-758-2997

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: Philip Nass, General Manager
Lakefield Telephone Company
7520 English Lake Road
Manitowoc, WI 54220-9524
Phone: 920-758-2211

Fax: 920-758-2997

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.

13. Attachment I of the Agreement shall be removed and replaced with the attached Appendix A and B.

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

Lakefield Telephone Company

**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 Verizon Wireless
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**

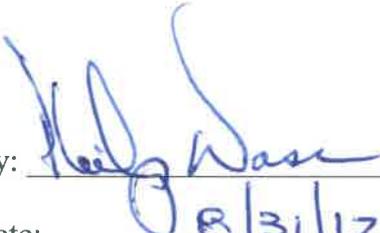
**Verizon Wireless Telecom Inc. d/b/a Verizon
Wireless**

**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: 8/31/12
Printed: Philip Nass
Title: General Manager

By: 
Date: 8/20/12
Printed: Beth Ann Drohan
Title: Area Vice President – Network

Appendix A Interconnection Facilities

I. Direct Interconnection Facilities

- a. VERIZON WIRELESS may arrange for and maintain the following final two-way Interconnection Facilities between LAKEFIELD in Lakefield, WI and the VERIZON WIRELESS Network (“Interconnection Facilities”).
- b. Point of Interconnection- Type-2B For the exchange of Telecommunications Traffic and InterMTA Traffic in accordance with this Agreement, the Parties may connect a Type-2B Interconnection using one (1) DS 1. The Type-2B Interconnection Facilities between the LAKEFIELD End Office Switch and the VERIZON WIRELESS network in Appleton, Wisconsin shall have a POI at the LAKEFIELD Mid Span Meet located at the V and H coordinates: V 5603 & H 3652.

II. Indirect Interconnection Facilities

- a. As of the Effective Date of this Agreement, LAKEFIELD 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 – Unless a different POI is mutually agreed to by the Parties, the POI for an indirect Interconnection facility via a third party between LAKEFIELD and VERIZON WIRELESS shall be at the LAKEFIELD Mid Span Meet located at the V and H coordinates: V 5603 & H 3652.

III. Dedicated Facilities and Services

Per Applicable LAKEFIELD 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 and InterMTA 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) \$0.00
- b. This rate is reciprocal and symmetrical for Telecommunications Traffic exchanged between LAKEFIELD and VERIZON WIRELESS and applies for all Telecommunications Traffic exchanged via the Direct Interconnection Facilities between the Parties pursuant to 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) \$0.00
- b. This rate is reciprocal and symmetrical for Telecommunications Traffic exchanged between LAKEFIELD 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. VERIZON WIRELESS will be responsible for the Transiting Traffic charges for all Telecommunications Traffic transited by AT&T-Wisconsin. VERIZON WIRELESS will be responsible for any other third party indirect Interconnection charges for the Transport of

Telecommunications Traffic that LAKEFIELD is not legally obligated to pay.

III. 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 Telecommunications 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 LAKEFIELD End Office Switches to determine those minutes to which the InterMTA Rate applies.

a. Mobile-to-Land Traffic		
Subject Traffic		95.0%
InterMTA Traffic Factor		5.0%
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 LAKEFIELD Switched Access Tariff		

IV. Charges for Access Transport, Access Termination and Access End Office Switching for Exchange Access Service

LAKEFIELD Access Tariffs in the proper jurisdiction apply.