PSC REF#:171997

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Public Service Commission of Wisconsin
RECEIVED: 09/14/12, 4:56:43 AM

September 10, 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 ("Agreement") Between LaValle Telephone Cooperative and Wisconsin RSA #7 Limited Partnership d/b/a Element Mobile ("ELEMENT MOBILE").

Dear Ms. Paske:

I am filing this letter and signed Amendment electronically on behalf of LaValle Telephone Cooperative ("LAVALLE").

LAVALLE 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 LAVALLE and ELEMENT MOBILE. LAVALLE has been authorized by ELEMENT MOBILE 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 ELEMENT MOBILE via U. S. mail at the following address:

Jerry Wilke, COO
Wisconsin RSA #7 Limited Partnership
440 East Grand Ave.
PO Box 8020
Wisconsin Rapids, Wisconsin 54495-8020

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: Jerry Wilke- Wisconsin RSA #7 Limited Partnership
CC: Brad Welp – LaValle Telephone Cooperative

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 LaValle Telephone Cooperative, ("LAVALLE"), a Wisconsin corporation with its principal office at 108 West Main Street, PO Box 28, LaValle, Wisconsin 53941 and Wisconsin RSA #7 Limited Partnership d/b/a Element Mobile ("ELEMENT MOBILE"), with its principal office at 440 East Grand Avenue, PO Box 8020, Wisconsin Rapids, Wisconsin 54495-8020. LAVALLE and ELEMENT MOBILE 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 January 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-2136 on May 6, 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 ELEMENT MOBILE 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 3.7 shall be replaced as follows:

   3.7 The Parties agree that all Telecommunications Traffic that is (a) originated by a ELEMENT MOBILE End User and terminates to a LAVALLE End User, or (b) originated by a LAVALLE End User and terminates to an ELEMENT MOBILE End User shall be exchanged via the methods and facilities described in Section 4.0 of this Agreement.

2. Section 4.3.1.1 shall be replaced as follows:

   4.3.1.1 In the event that LAVALLE and ELEMENT MOBILE establish a Type-2B Direct Interconnection, LAVALLE shall route in accordance with Section 4.3.1.2 below, all Telecommunications Traffic originated on its network by a LAVALLE End User to a ELEMENT MOBILE NPA-NXX. All landline to mobile IXC calls shall be routed in accordance with Telcordia Traffic Routing Administration instructions.

3. Section 4.4 shall be replaced as follows:

   4.4 Indirect Interconnection: ELEMENT MOBILE and LAVALLE may deliver Telecommunications Traffic as described in Section 3.7 above to the Richland-Grant Telephone Cooperative, Inc. Blue River, Wisconsin Tandem Switch for delivery as Transiting Traffic to the other Party's 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, other than Richland-Grant Telephone Cooperative, Inc. at Blue River, Wisconsin, have entered into or may enter into arrangements for the delivery of Telecommunications Traffic to the other Party for Termination (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. II.

   4.4.1 Landline to Wireless:

   Telecommunications Traffic from LAVALLE End Users may be routed from the LAVALLE End Office Switch to an ELEMENT MOBILE NPA-NXX via a third party service provider. All landline to

wireless IXC calls shall be routed in accordance with the Telcordia's Traffic Routing Administration instructions.

An NPA-NXX assigned to ELEMENT MOBILE shall be included in any Mandatory Local Calling Scope or similar program to the same extent as any other NXX maintained by other landline carriers with the same rate points.

4.4.2 Wireless to Landline:

Telecommunications Traffic originated on ELEMENT MOBILE's network may be routed from the ELEMENT MOBILE network via a third party service provider for termination by LAVALLE to its End Users, as appropriate. All wireless to landline IXC calls shall be routed in accordance with Telcordia's Traffic Routing Administration instructions.

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 ELEMENT MOBILE's End Users shall not affect or determine:(i) the services offered by LAVALLE or ELEMENT MOBILE, (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. LAVALLE will provide dialing parity to ELEMENT MOBILE's NPA-NXX's in LAVALLE's Mandatory Local Calling Scope, in accordance with the requirements of Section 251 (b)(3) of the Act.

The ELEMENT MOBILE NPA-NXXs, are identified in the LERG. Calls originating on LAVALLE network and addressed to ELEMENT MOBILE's network will be rated by LAVALLE in the same way as other calls addressed to networks maintained by other landline carriers with the same rate points.

4.4.4 If the traffic volumes between ELEMENT MOBILE and LAVALLE delivered by the third party provider meet the centum call seconds equivalent of one DS-1 (i.e. 500 busy hour centum call seconds), two

times within a 30 day billing cycle, the Parties shall within sixty (60) days meet to review the establishment of direct end office trunk groups, as provided in Section 4.3

4.4.5 ELEMENT MOBILE will be responsible for all Transiting Traffic charges that are assessed by a third party provider on traffic, which originates or terminates on ELEMENT MOBILE's network.

4.4.6 Intentionally Left Blank.

4.4.7 Neither Party shall deliver traffic destined to terminate at the other Party's End Office Switch via another LEC End Office Switch.

4. 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.

5. Appendix A and B 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.

LaValle Telephone Cooperative

By: Bradley W Welp

Date: 7/25/12

Printed: Bradley Welp

Title: General Manager

Wisconsin RSA #7 Limited Partnership d/b/a Element Mobile

By:

Date: 7/23/12

Printed: Jerry Wilke

Title: COO

Appendix A
Interconnection Facilities

I. Direct Interconnection Facilities

a. ELEMENT MOBILE may arrange for and maintain the following final two-way Interconnection Facilities between LAVALLE in LaValle, WI and the ELEMENT MOBILE 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 agree to a Type-2B Interconnection using one (1) DS 1. The Type-2B Interconnection Facilities between the LAVALLE End Office Switch and the ELEMENT MOBILE network shall have a POI at the LAVALLE Mid Span Meet located at the V and H coordinates: V 5842 & H 3942.

II. Indirect Interconnection Facilities

a. As of the Effective Date of this Agreement, LAVALLE and ELEMENT MOBILE 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 LAVALLE and ELEMENT MOBILE shall be at the LAVALLE Mid Span Meet located at the V and H coordinates: V 5842 & H 3942.

III. Dedicated Facilities and Services

Per Applicable LAVALLE 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 LAVALLE and ELEMENT MOBILE 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 LAVALLE and ELEMENT MOBILE 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 ¶¶ 997-999), ELEMENT MOBILE 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. ELEMENT MOBILE will be responsible for the Transiting Traffic charges for all Telecommunications Traffic transited by Richland-Grant Telephone Cooperative, Inc. LAVALLE will bill ELEMENT MOBILE for all third party indirect Interconnection charges for the Transport of Telecommunications Traffic that is billed to LAVALLE.

III. Intentionally Left Blank

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

a. Mobile-to-Land Traffic		
Telecommunications Traffic		95.0%
InterMTA Traffic Factor		5.0%
Intrastate	100.0%	
Interstate	0.0%	
b. Land-to-Mobile Traffic		
Telecommunications Traffic		100.0%
InterMTA Traffic Factor		0.0%

c. InterMTA Rate (per terminating minute of use)
Per Applicable LAVALLE Switched Access Tariff

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

LAVALLE Access Tariffs in the proper jurisdiction apply.