



# THEIS COMMUNICATIONS CONSULTING, LLC

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Public Service Commission of Wisconsin  
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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 (“Amendment”) Between Tech Com, Inc. 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 Tech Com, Inc. (“TECH COM”).

TECH COM 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 TECH COM and ELEMENT MOBILE. TECH COM 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 – Tech Com, 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 1<sup>st</sup> of July 2012 (the "Effective Date"), by and between Richland-Grant Telephone Cooperative, Inc. ("Richland-Grant") and Tech Com, Inc. ("Techcom"), (collectively "RGTC"), both are Wisconsin corporations with their principal office at 202 North East Street, PO Box 67, Blue River, Wisconsin 53518 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. RGTC 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 March 23, 2011, effective as of December 15, 2010, that was approved by the Public Service Commission of Wisconsin ("Commission") as an effective agreement in the state of Wisconsin Docket No. 05-TI-2137 on May 6, 2011 ("Agreement"); and

WHEREAS, the Agreement adopted and amended an Interconnection Agreement dated April 1, 2004 between RGTC and ALLTEL Communications, Inc. (the "Adopted 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 (references are to sections and appendixes in the Adopted Agreement, unless otherwise indicated):

1. Section 1.41 shall be replaced as follows:
  - 1.41 "Subject Traffic" is the Telecommunications Traffic that the Parties mutually agree to exchange pursuant to the terms and conditions of Reciprocal Compensation set forth in this Agreement. For the purposes of this Agreement, Telecommunications Traffic handed off to and compensated by an Interexchange Carrier is not Subject Traffic.
  
2. Section 3.3 shall be replaced as follows:
  - 3.3 ELEMENT MOBILE 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 980F in the state of Wisconsin.
  
3. 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 Subject Traffic and Transiting Traffic to or from RGTC or a third party network (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. 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. In section 15.10.1 the ELEMENT MOBILE Contact Number shall be (715) 818-5400.
6. Appendix A, B, and E shall be removed and replaced with the attached Appendix A, B and E.
7. Section 3 of the Agreement shall be replaced as follows:
  3. ELEMENT MOBILE represents and warrants that it is a Wisconsin limited partnership licensed to provide Telecommunications service in the state of Wisconsin, and that its adoption of the Agreement will cover the state of Wisconsin only.

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

**Richland-Grant Telephone  
Cooperative, Inc.**

By: Bradley W Welp

Date: 8/22/12

Printed: Bradley W. Welp

Title: General Manager

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

By: [Signature]

Date: 8/13/12

Printed: Jerry Wilke

Title: Chief Operating Officer

**Tech Com, Inc.**

By: Bradley W Welp

Date: 8/22/12

Printed: Bradley W. Welp

Title: CEO

## Appendix A Interconnection Facilities

### I. Direct Interconnection Facilities

- a. ELEMENT MOBILE shall arrange for and maintain the following final two-way Interconnection Facilities between RGTC in Blue River, WI and the ELEMENT MOBILE Network (“Interconnection Facilities”).
- b. Point of Interconnection –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 1s. The Type-2A Interconnection Facilities between the RGTC Tandem Switch and the ELEMENT MOBILE network in Wisconsin Rapids, Wisconsin shall have a POI at the RGTC Mid Span Meet at the V and H coordinates: V 5897 & H 4006.
- c. Point of Interconnection- 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 RGTC End Office Switch and the ELEMENT MOBILE network shall have a POI at the RGTC Mid Span Meet located at the V and H coordinates: V 5897 & H 4006.
- d. Point of Interconnection 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 ELEMENT MOBILE MSCs in accordance with Section 4.2.2 of this Agreement. The Interconnection Facilities between the RGTC Tandem Switch and any ELEMENT MOBILE network shall have a POI at the RGTC Mid Span Meet located at the V and H coordinates: V 5897 & H 4006.

### II. Indirect Interconnection Facilities

- a. As of the Effective Date of this Agreement, RGTC 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 – The POI for an indirect Interconnection facility via a third party between RGTC and ELEMENT MOBILE shall be at the RGTC Blue River, Wisconsin Tandem Switch V 5950 & H 3975.

**III. Dedicated Facilities and Services**

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

**IV. Shared Facility Factor**

The following Shared Facility Factors will apply to the Interconnection Facilities in Section I.b and I.d of this Appendix A.

Mobile to Landline Telecommunications Traffic	50.0%
Landline to Mobile Telecommunications Traffic	50.0%

## Appendix B

### 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. Combined Transport and Termination Rate (per terminating minute of use) \$0.00
  - b. This rate is reciprocal and symmetrical for Subject Traffic exchanged between RGTC and ELEMENT MOBILE and applies for all Subject 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 Subject 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 Subject Traffic exchanged between RGTC and ELEMENT MOBILE and applies for all Subject 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. RGTC will bill ELEMENT MOBILE for all third party indirect Interconnection charges for the Transport of Subject Traffic and Transiting Traffic that are billed to RGTC.

### III. Transiting Traffic Charges.

- a. Transiting Traffic Rate (per minute of use) \$.005
- b. Transiting Traffic compensation is applicable for all ELEMENT MOBILE originating traffic transiting the RGTC Blue River, Wisconsin Tandem Switch, which terminates to an affiliate or third party network subtending the Blue River Tandem switch as provided in Appendix E, but excluding Interexchange Carrier traffic.
- c. Transiting Traffic compensation is be applicable to ELEMENT MOBILE for traffic which originates on a third party network that subtends the Blue River Tandem switch as provided in Appendix E and terminates to ELEMENT MOBILE.
- d. ELEMENT MOBILE also assumes responsibility for any termination compensation to the third party which terminates the call subject to ELEMENT MOBILE' 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 RGTC 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 RGTC Switched Access Tariff

**Appendix E**

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

**Locality**

- I. Affiliated Network**
  - A) Tech Com, Inc.
  
- II. Third Party Network**
  - A) Cochrane Cooperative Telephone Company
  - B) LaValle Telephone Cooperative
  - C) Reedsburg Utility Commission
  - D) Vernon Telephone Cooperative, Inc.

**ELEMENT MOBILE will use its best efforts to negotiate exchange of traffic agreements with all third party networks included in this Appendix E, for the Termination of Subject Traffic.**

**The Affiliate and third party networks listed above include all of the Telecommunications Carriers that subtend the RGTC Blue River, 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 E with the change executed by both Parties and made part of this Agreement.**