PSC REF#:178455

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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January 4, 2013

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 Price County Telephone Company and AT&T Mobility. ("AT&T MOBILITY").

Dear Ms. Paske:

I am filing this letter and signed Amendment electronically on behalf of Price County Telephone Company ("Price County").

Price County 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 Price County and AT&T MOBILITY. Price County 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: Catherine Mess – Price County 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 Price County Telephone Company ("Price County") and Price County Information Systems, LLC ("SYSTEMS") (collectively "PCTC"), Wisconsin corporations, with their principal offices at 105 North Avon Avenue, P.O. Box 108 Phillips, Wisconsin 54555-0108 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. PCTC 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 December 1, 2005, that was approved by the Public Service Commission of Wisconsin ("Commission") as an effective agreement in the state of Wisconsin Docket No. 05-TI-1630 on December 1, 2006 ("Agreement"); and

WHEREAS, the Federal Communications Commission, in an order released November 18, 2011, ("USF/ICC Reform Order") 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" and "ACC". Reference to the AMERICAN CELLULAR MSC in Superior, Wisconsin shall be replaced by the AT&T MOBILITY MSC in Milwaukee, Wisconsin.

2. Section 1.45 shall be replaced as follows:

   1.45 "Telecommunications Traffic" is two-way traffic that the Parties mutually agree to exchange pursuant to the terms and conditions of Reciprocal Compensation set forth in this Agreement. Telecommunications 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 PCTC end user in the same MTA, or (b) at the beginning of the call, originated by an PCTC 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 Telecommunications Traffic.

3. 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.

4. Section 4.2.3 shall be replaced as follows:

   4.2.3 The Type 2B Interconnection shall be used by PCTC to deliver Telecommunications Traffic to AT&T MOBILITY NPA-NXXs identified in the LERG.

5. Section 4.4 shall be replaced as follows:

   4.4 Indirect Interconnection: AT&T MOBILITY and PCTC may deliver Telecommunications Traffic to the Telephone USA of Wisconsin Rice Lake,

Wisconsin Tandem Switch for delivery as Transiting Traffic to the other Parties End Office Switches. This Telecommunications Traffic will be subject to the compensation arrangements as provided in Appendix A II and 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 PCTC (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.

4.4.1 Landline to Wireless:

Telecommunications Traffic from PCTC end users shall be routed from the PCTC End Office Switch to AT&T MOBILITY via a third party service provider, with an arrangement with PCTC for Transiting Traffic.

4.4.2 Wireless to Landline:

Telecommunications Traffic originated on AT&T MOBILITY's network within MTA #12 (Minneapolis) to PCTC end users shall be routed from the AT&T MOBILITY network via the third party service provider for termination by PCTC 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 AT&T MOBILITY's end users shall not affect or determine:(i) the services offered by PCTC or AT&T MOBILITY, (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. PCTC will provide dialing parity to AT&T MOBILITY's NPA-NXX's in PCTC's Mandatory Local Calling Scope, in accordance with the requirements of Section 251 (b)(3) of the Act.

The AT&T MOBILITY NPA-NXXs are identified in the LERG. Calls originating on PCTC network and addressed to AT&T MOBILITY NXXs will be rated by PCTC 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 AT&T MOBILITY and PCTC 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), for eight times within a 30 day bill cycle, the Parties shall within sixty (60) days meet to review the establishment of additional direct end office trunk groups, as provided in Section 4.5.2.

6. Section 8.1 shall be replaced as follows:

8.1 The term of this Agreement, as amended, shall be three years from the Effective Date July 1, 2012 through June 30, 2015 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.

7. Section 15.9 shall be replaced as follows:

15.9 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: Catherine M. Mess, President
Price County Telephone Company
105 North Avon Avenue
P.O. Box 108
Phillips, WI 54555-0108
Phone: 715-339-2151
Fax: 715-339-4512

John Mess
Price County Information Systems, LLC.
105 North Avon Avenue
P.O. Box 108
Phillips, WI 54555-0108
Phone: 715-339-2151
Fax: 715-229-4512

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: Catherine M. Mess, President
Price County Telephone Company
105 North Avon Avenue
P.O. Box 108
Phillips, WI 54555-0108
Phone: 715-339-2151
Fax: 715-339-4512

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, B, C, and D of the Agreement shall be removed and replaced with the attached Appendix A, B C, and D.

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

Price County Telephone Company

By: Catherine M Mess

Date: 11/8/2012

Printed: Catherine M. Mess

Title: President

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

By: W. Bernard Shell

Date: November 7, 2012

Printed: W. Bernard Shell

Title: Lead Carrier Relations Manager

Price County Information Systems, LLC

By: John Mess

Date: 11/8/2012

Printed: John Mess

Title: Sec/Treasure

Appendix A

Schedule of Interconnection Facilities

I. Direct Interconnection Facilities

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

b. For the exchange of Telecommunications Traffic in accordance with this Agreement, the Parties agree to retain the existing Type-2B Trunks using one (1) DS-1 facility between the Price County End Office Switch in Phillips, WI and AT&T MOBILITY's Point of Presence in Wausau, WI. Additional facilities may be added (or existing facilities may be disconnected) as warranted by the traffic exchanged by the Parties and upon mutual consent of the Parties, which consent shall not be unreasonably withheld.

c. The Parties further agree to provision the Interconnecting Facilities using PCTC and Telephone USA of Wisconsin, LLC facilities between the Phillips End Office Switch and the AT&T MOBILITY Point of Presence. The POI will be the actual Mid-Span Meet Point of Price County Telephone Company and Telephone USA of Wisconsin, LLC facilities at the Phillips exchange boundary located at the V and H coordinates: V5430 & H4210.

d. AT&T MOBILITY shall be responsible for 100% of the non-recurring and recurring charges for the Interconnection Facilities and all third party Transport and Transiting Traffic charges between its switching facilities and up to the Meet Point described in Section c above. Price County Telephone Company shall be responsible for 100% of the non-recurring and recurring charges for the Interconnection Facilities between its End Office Switch in Phillips and up to the POI described in Section c above.

e. In the event the facilities provided for in this Agreement are no longer available, the Parties agree to negotiate in good faith replacement facilities that are consistent with the initial arrangement provided for above. In no event, however, shall the Meet Point be outside the Price County Telephone Company service exchange boundary.

II. Indirect Interconnection Facilities with a Third Party Provider

a. As of the Effective Date of this Agreement, PCTC and AT&T MOBILITY may exchange traffic indirectly utilizing the Transiting Traffic services of a third party, as provided in Sections 4.4 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 POI for indirect Interconnection facilities with a third party between PCTC and AT&T MOBILITY shall be at the PCTC Mid Span Meet located at the V and H coordinates: V 5430 & H 4210.

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 Price County 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 Price County that authorizes the third-party provider to provide for the Transport of Telecommunications Traffic for Price County.

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 Price County through the third-party provider to AT&T MOBILITY, including the right of AT&T MOBILITY to dispute in good faith any charges;

3. Price County will work cooperatively with AT&T MOBILITY to utilize a lower cost third-party provider.

III. Default Traffic Factors

The Parties agree that the initial Default Traffic Factors will be as follows:

Mobile to Land Factor:			67.0%
Telecommunications Traffic		100.00%	
InterMTA		0.00%	
Intrastate	0.00%		
Interstate	0.00%		
Land to Mobile Factor:			33.0%
Telecommunications Traffic		100.00%	

InterMTA Traffic rate:
Per applicable PCTC Switched Access Tariff

IV. Dedicated Facilities and Services

Per Applicable PCTC Tariff.

Appendix B

Schedule of 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. Telecommunications 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 Telecommunications 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 Telecommunications Traffic via Indirect Interconnection

a. Telecommunications 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 Telecommunications 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 Price County's service area, Price County is responsible for Transport to ATT MOBILITY's chosen Interconnection Point, and when ATT MOBILITY's chosen Interconnection Point is located outside Price County's service area, Price County's Transport and provisioning obligation stops at its meet point within the service area exchange boundary.

Appendix C

Price County Telephone Company
NPA-NXX and Rate Centers and AT&T MOBILITY NPA-NXX for Purposes of this Agreement

I. Price County Telephone Company
Rate Center

Phillips

Prentice

Soo Lake

The Rate Centers listed above include all of the Price County Telephone Company rate centers.

II. Price County Telephone Company and AT&T MOBILITY NPA-NXX's are as identified in the LERG.

Appendix D

Price County Information Systems, LLC
NPA-NXX and Rate Centers and AT&T MOBILITY NPA-NXX for Purposes of this Agreement

I. Price County Information Systems, LLC
Rate Center

Park Falls

The Rate Centers listed above include all of the Price County Information Systems, LLC rate centers.

II. Price County Information Systems, LLC and AT&T MOBILITY NPA-NXX's are as identified in the LERG.