PSC REF#:180436

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Public Service Commission of Wisconsin
RECEIVED: 02/06/13, 8:01:29 AM

February 6, 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 West Wisconsin Telcom Cooperative, Inc. and T-Mobile Central, LLC ("T-MOBILE").

Dear Ms. Paske:

I am filing this letter and signed Amendment electronically on behalf of West Wisconsin Telcom Cooperative, Inc. ("West Wisconsin").

West Wisconsin 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 West Wisconsin and T-MOBILE. West Wisconsin has been authorized by T-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 T-MOBILE via U. S. mail at the following address:

T-Mobile USA, Inc.
Attn: Barb Hamlett-CMG
12920 SE 38th Street
Bellevue, WA 98006

If there are any questions regarding the filing of this Amendment, please contact me at 608-829-0271.

Sincerely,

Michael L. Theis

Michael L. Theis President
Theis Communications Consulting, LLC.

CC: Barb Hamlett – T-Mobile USA, Inc.
CC: Randy Siler – West Wisconsin Telcom Cooperative, Inc.

AMENDMENT #1 TO THE INTERCONNECTIOIN 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 West Wisconsin Telcom Cooperative, Inc. ("West Wisconsin") and 24-7 Telcom, Inc ("Telcom"), (collectively "WWTC"), both are Wisconsin corporations with their principal office at E4528 County Road C, PO Box 115, Downsville, Wisconsin 54735 and T-Mobile Central, LLC ("T-MOBILE"), each with its principal office at 12920 SE 38th Street, Bellevue, WA 98006. WWTC and T-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 October 27, 2005, effective as of April 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-1455 on December 7, 2005 ("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 T-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 1.41 shall be replaced as follows:

   1.41 "Subject Traffic" is Non-Access Telecommunications Traffic as defined in 47 C.F.R. 51.701(b)(2).

2. Section 3.3 shall be replaced as follows:

   3.3 T-MOBILE represents that it is a CMRS provider of Telecommunications service to subscribers in MTA No. 12 (Minneapolis).

3. Section 4.2.2 shall be amended to read:

   4.2.2 The Type-2A Interconnection shall be used by WWTC to deliver Subject Traffic and Transiting Traffic to T-MOBILE's NPA-NXXs as identified in the LERG, originating from WWTC and third party networks that interconnect at the Elk Lake Tandem.

4. Section 4.4 shall be amended to read:

   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 WWTC or a third party network as provided in Appendix E (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.

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.

West Wisconsin Telcom Cooperative, Inc.

By: _____

Date: 1-7-13

Printed: Randy R. Siler

Title: Chief Executive Officer

T-Mobile Central, LLC

By: _____

Date: 1/3/13

Printed

Title:

T-Mobile Legal Approval By: _____ 2012.12.19 16:31:24 -06'00'

24-7 Telcom, Inc.

By: _____

Date: 1-7-13

Printed: Randy R. Siler

Title: Chief Executive Officer

Appendix A
Interconnection Facilities

I. **Direct Interconnection Facilities**

a. T-MOBILE has established Type-2A facilities between the WWTC Tandem Switch in Elk Lake, WI and the T-MOBILE Point of Presence in Eau Claire, Wisconsin ("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 two (2) Type-2A Trunks using seven (7) DS 1s unless otherwise mutually agreed. The POI will be the actual Mid-Span Meet of WWTC and SBC Wisconsin facilities at the WWTC exchange boundary located at the V and H coordinates: V5699; H4269.

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 WWTC End Office Switch and the T-MOBILE network shall have a POI at the WWTC Mid Span Meet located at the V and H coordinates: V 5699 & H 4269.

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 T-MOBILE MSCs in accordance with Section 4.2.2 of this Agreement. The Interconnection Facilities between the WWTC Tandem Switch and any T-MOBILE network shall have a POI at the WWTC Mid Span Meet located at the V and H coordinates: V 5699 & H 4269.

II. Indirect Interconnection Facilities

a. As of the Effective Date of this Agreement, WWTC and T-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 WWTC and T-MOBILE shall be at the actual Mid-Span Meet of WWTC and SBC Wisconsin facilities at the WWTC exchange boundary located at the V and H coordinates: V5699; H4269.

III. Dedicated Facilities and Services
Per Applicable WWTC Interstate Access Tariff on file with the FCC.

IV. Shared Facility Factor

The following Shared Facility Factors will apply to Interconnection Facilities as provided in Section I. of this Appendix A.

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

Appendix B

Schedule of Charges
Pursuant to the Interconnection Agreement
For the Transport and Termination of Telecommunications Traffic

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 End office Switching.

a. Per terminating minute of use: $0.0

b. This rate is reciprocal and symmetrical for Subject Traffic exchanged between WWTC and T-MOBILE and applies for all Subject Traffic MOU's terminated at a WWTC End Office Switch except as described below in Section IV.

II. Intentionally Left Blank

III. Transiting Traffic Charges.

a. Per minute $.005

b. Transiting Traffic compensation is applicable for all T-MOBILE originating traffic transiting the WWTC Elk Lake, Wisconsin Tandem Switch, which terminates to an affiliate or third party network subtending the Elk Lake Tandem switch as provided in Appendix E but excluding Interexchange Carrier traffic. T-Mobile also assumes responsibility for compensation to the third party, which terminates the call.

c. Transiting Traffic compensation is applicable for all Subject Traffic originated by a rural rate of return carrier identified on Appendix E, delivered through the Elk Lake Tandem, and delivered to T-MOBILE for termination to a T-MOBILE End User.

d. Rural Transport Rule

So long as 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) remains in effect, and only if the Parties are not directly interconnected as provided in Appendix A.I, T-MOBILE will be financially responsible for any Transport and Transiting Traffic charges properly assessed to it by a third party for transporting Subject Traffic originated by WWTC (in its capacity as a rural rate of return rural carrier) to be delivered to T-MOBILE, except for Interexchange Carrier traffic.

If the Parties are directly interconnected, WWTC will deliver such traffic using the direct Interconnection Facilities.

If the Parties are not directly interconnected, T-MOBILE shall have the option to implement a least cost routing solution, including choosing the third-party provider to carry calls from WWTC to T-MOBILE, and WWTC shall work cooperatively with T-MOBILE to allow such implementation. WWTC may decline to utilize a particular third-party provider based on reasonable and supportable quality of service considerations.

WWTC will not pay a third party's transit traffic charges for Subject Traffic originated by WWTC (in its capacity as a rural rate of return carrier) to be delivered to T-MOBILE, and will not seek reimbursement of such amounts from T-MOBILE. T-MOBILE will work cooperatively with WWTC to resolve any bill dispute with a third-party provider.

At T-MOBILE's request, WWTC agrees to provide T-MOBILE with a monthly report of actual verifiable minutes of land-to-mobile Subject Traffic it originates to T-MOBILE.

IV. InterMTA Traffic Factors

In the event there is insufficient representative and verifiable data to identify the actual InterMTA Traffic exchanged between the Parties to use in preparation of the monthly billing statement, the Parties agree to apply a percent InterMTA Traffic Factor to the WWTC terminated minutes of use as an estimate of InterMTA Traffic being exchanged. The Parties have developed an initial factor representative of the share of Subject Traffic exchanged that is exempt from Transport and Termination charges. The Parties have agreed upon the InterMTA factors specified below, which represents the percentage of the total originating and terminated minutes to be billed access charges by WWTC. The InterMTA Factor will be multiplied by the total Mobile to Landline Subject Traffic minutes recorded each month by the WWTC End Office Switches to determine those minutes to which terminating access rates apply.

- Mobile-to-Land Traffic

Subject Traffic		100.0%
InterMTA Traffic Factor		0.0%
Intrastate	0.0%	
Interstate	0.0%	

- Land-to-Mobile Traffic

Subject Traffic	100.0%

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

WWTC's Access Tariffs in the proper jurisdiction apply.

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