Michael J. Wirl
Director
Regulatory and Governmental Affairs

100 Communications Drive
P.O. Box 49
Sun Prairie, WI 53590-0049

Phone: 608-837-1732
FAX: 608-837-1128
E-mail: mike.wirl@verizon.com

July 1, 2008

VIA PSC ELECTRONIC REGULATORY FILING SYSTEM

Ms. Sandra Paske, Secretary to the Commission
Public Service Commission of Wisconsin
PO Box 7854
Madison, WI 53707-7854

Re: Adoption of Interconnection Agreement Pursuant to Section 252(i) of the Telecommunications Act of 1996 between Verizon North, Inc. ("Verizon") and Dakota Wireless Group, LLC d/b/a Bug Tussell Wireless ("DWG") } 05-TI-

Enclosed for filing with the Commission is a copy of the executed 252 (i) adoption letter and Appendix A to the agreement. Dakota Wireless Group, LLC d/b/a Bug Tussell Wireless ("DWG") is adopting the terms of the Interconnection Agreement between ALLTELL Communications ("ALLTEL") and Verizon that was approved by the Public Service Commission of Wisconsin (the "Commission") as an effective agreement in the state of Wisconsin in Docket 05-TI-1448.

I have been authorized by DWG to submit this filing to the Commission pursuant to 47 U.S.C. Section 252(e) and in recognition of the Commission's jurisdiction in this matter. An electronic copy of the adoption letter and the appendix has been transmitted to Mr. Ken Barth of the Public Service Commission of Wisconsin (PSCW) on July 1, 2008

If you have questions relating to this matter, I can be contacted at the above numbers.

Very truly yours,

Michael J. Wirl

c: Erin Wichmann
Dakota Wireless Group d/b/a Bug Tussell Wireless
130 East Walnut Street, Suite 509
Green Bay, WI 54301

Ken Barth – Electronically

Jeffrey A. Masoner
Vice President
Partner Solutions
Interconnection Services Policy & Planning

1320 N. Court House Rd.
8th Floor, Room 0898
Arlington, VA 22201

Tel.: 703 974-4610
Fax: 703 974-1970
jeffrey.a.masoner@verizon.com

May 27, 2008

Steve Schneider
President
Dakota Wireless Group, LLC d/b/a Bug Tussel Wireless
130 East Walnut Street, Suite 509
Green Bay, WI 54301

Re: Requested Adoption Under Section 252(i) of the Communications Act

Dear Mr. Schneider:

Verizon North Inc. ("Verizon"), a Wisconsin corporation, with principal place of business at 8001 West Jefferson Boulevard, Ft. Wayne, IN 46804, has received correspondence stating that Dakota Wireless Group, LLC d/b/a Bug Tussel Wireless ("DWG"), a Wisconsin limited liability company, with principal place of business at 130 East Walnut Street, Suite 509, Green Bay, Wisconsin 54301 wishes, pursuant to Section 252(i) of the Communications Act, to adopt the terms of the Interconnection Agreement between ALLTEL Communications, Inc. ("ALLTEL") and Verizon that was approved by the Public Service Commission of Wisconsin (the "Commission") as an effective agreement in the State of Wisconsin, as such agreement exists on the date hereof (including, without limitation, Amendment 1 thereto) after giving effect to operation of law (the "Terms"). I understand DWG has a copy of the Terms. Please note the following with respect to DWG's adoption of the Terms.

1. By DWG's countersignature on this letter, DWG hereby represents and agrees to the following seven points:

   A. DWG adopts (and agrees to be bound by) the Terms and, in applying the Terms, agrees that DWG shall be substituted in place of ALLTEL Communications, Inc. and ALLTEL in the Terms wherever appropriate.

   B. For the avoidance of any doubt, adoption of the Terms does not include adoption of any provision imposing an unbundling obligation on Verizon (i) that no longer applies to Verizon under the Report and Order and Order on Remand (FCC 03-

36) released by the Federal Communications Commission ("FCC") on August 21, 2003 in CC Docket Nos. 01-338, 96-98, 98-147 ("Triennial Review Order"), or the Order on Remand in WC Docket No. 04-313 and CC Docket No. 01-338, released by the FCC on February 4, 2005 (the "TRO Remand Order"), or (ii) that is otherwise not required by 47 U.S.C. Section 251(c)(3) or by 47 C.F.R. Part 51.

C. Notice to DWG and Verizon as may be required or permitted under the Terms shall be provided as follows:

To Dakota Wireless Group, LLC d/b/a Bug Tussel Wireless:

Attention: Erin Wichmann
Project Manager/Dakota Wireless Group
130 East Walnut Street, Suite 509
Green Bay, WI 54301
Telephone Number: (920) 562-7843, Ext.: None
Facsimile Number: (920) 884-0836
Internet Address: ewichmann@intelegra.biz

To Verizon:

Director-Negotiations
Verizon Partner Solutions
600 Hidden Ridge
HQEWMNOTICES
Irving, TX 75038
Facsimile Number: (972) 719-1519
Internet Address: wmnotices@verizon.com

with a copy to:

Vice President and Deputy General Counsel
Verizon Partner Solutions
1515 N. Court House Road
Suite 500
Arlington, VA 22201
Facsimile: (703) 351-3664

D. DWG represents and warrants that it is a FCC-Licensed provider of two-way wireless service and that its adoption of the Terms will cover services in the State of Wisconsin only.

E. In the event an interconnection agreement between Verizon and DWG is currently in effect in the State of Wisconsin (the "Original ICA"), this adoption shall be an amendment and restatement of the operating terms and conditions of the Original ICA, and shall replace in their entirety the terms of the Original ICA. This adoption is not intended to be, nor shall it be construed to create, a novation or accord and satisfaction with respect to the Original ICA. Any outstanding payment obligations of the parties that were incurred but not fully performed under the Original ICA shall constitute payment obligations of the parties under this adoption.

F. Verizon's standard pricing schedule for interconnection agreements in the State of Wisconsin (as such schedule may be amended from time to time) (attached as Appendix A hereto) shall apply to DWG's adoption of the Terms; provided,

however, that if the Terms memorialize acceptance of Verizon's offer of an optional reciprocal compensation rate plan for non-Internet traffic subject to Section 251(b)(5) pursuant to the industry letter described in footnote 2 of this Letter, then the optional reciprocal compensation rate plan in the Terms shall apply to this adoption instead of the reciprocal compensation rates set forth in Appendix A. DWG should note that the aforementioned pricing schedule may contain rates for certain services the terms for which are not included in the Terms or that are otherwise not part of this adoption, and may include phrases or wording not identical to those utilized in the Terms. In an effort to expedite the adoption process, Verizon has not deleted such rates from the pricing schedule or attempted to customize the wording in the pricing schedule to match the Terms. However, the inclusion of such rates in no way obligates Verizon to provide the subject services and in no way waives Verizon's rights, and the use of different wording or phrasing in the pricing schedule does not alter the obligations and rights set forth in the Terms.

G. DWG's adoption of the Terms shall become effective on May 5, 2008. Verizon shall file this adoption letter with the Commission promptly upon receipt of an original of this letter countersigned by DWG as to the points set out in Paragraph One hereof. The term and termination provisions of the Terms shall govern DWG's adoption of the Terms.

2. As the Terms are being adopted by DWG pursuant to Section 252(i) of the Act, Verizon does not provide the Terms to you as either a voluntary or negotiated agreement. The filing and performance by Verizon of the Terms does not in any way constitute a waiver by Verizon of any position as to the Terms or a portion thereof, nor does it constitute a waiver by Verizon of all rights and remedies it may have to seek review of the Terms, or to seek review in any way of any provisions included in the Terms as a result of DWG's adoption of the Terms.

3. Nothing herein shall be construed as or is intended to be a concession or admission by Verizon that any provision in the Terms complies with the rights and duties imposed by the Act, the decisions of the FCC and the Commission, the decisions of the courts, or other law, and Verizon expressly reserves its full right to assert and pursue claims arising from or related to the Terms.

4. Verizon reserves the right to deny DWG's application of the Terms, in whole or in part, at any time:

A. when the costs of providing the Terms to DWG are greater than the costs of providing them to ALLTEL;

B. if the provision of the Terms to DWG is not technically feasible; and/or

C. to the extent that Verizon otherwise is not required to make the Terms available to DWG under applicable law.

5. For the avoidance of any doubt, please note that adoption of the Terms will not result in reciprocal compensation payments for Internet traffic. Verizon has always taken the position that reciprocal compensation was not due to be paid for Internet traffic under section 251(b)(5) of the Act. Verizon's position that reciprocal compensation is not to be paid for Internet traffic was confirmed by the FCC in the Order on Remand and Report and Order adopted on April 18, 2001 ("*FCC Internet Order*"), which held that Internet

traffic constitutes "information access" outside the scope of the reciprocal compensation obligations set forth in section 251(b)(5) of the Act.[1] Accordingly, any compensation to be paid for Internet traffic will be handled pursuant to the terms of the *FCC Internet Order*, not pursuant to adoption of the Terms.[2] Moreover, in light of the *FCC Internet Order*, even if the Terms include provisions invoking an intercarrier compensation mechanism for Internet traffic, any reasonable amount of time permitted for adopting such provisions has expired under the FCC's rules implementing section 252(i) of the Act.[3] In fact, the *FCC Internet Order* made clear that carriers may not adopt provisions of an existing interconnection agreement to the extent that such provisions provide compensation for Internet traffic.[4]

6. Should DWG attempt to apply the Terms in a manner that conflicts with Paragraphs Two through Paragraphs Five above, Verizon reserves its rights to seek appropriate legal and/or equitable relief.

7. In the event that a voluntary or involuntary petition has been or is in the future filed against DWG under bankruptcy or insolvency laws, or any law relating to the relief of debtors, readjustment of indebtedness, debtor reorganization or composition or extension of debt (any such proceeding, an "Insolvency Proceeding"), then: (A) all rights of Verizon under such laws, including, without limitation, all rights of Verizon under 11 U.S.C. § 366, shall be preserved, and DWG's adoption of the Terms shall in no way impair such rights of Verizon; and (B) all rights of DWG resulting from DWG's adoption of the Terms shall be subject to and modified by any Stipulations and Orders entered in the Insolvency Proceeding, including, without limitation, any Stipulation or Order providing adequate assurance of payment to Verizon pursuant to 11 U.S.C. § 366.

---

[1] Order on Remand and Report and Order, In the Matters of: Implementation of the Local Competition Provisions in the Telecommunications Act of 1996 and Intercarrier Compensation for ISP-Bound Traffic, CC Docket No. 99-68 (rel. April 27, 2001) *("FCC Remand Order")* ¶44*, remanded, WorldCom, Inc. v. FCC,* No. 01-1218 (D.C. Cir. May 3, 2002). Although the D.C. Circuit remanded the *FCC Remand Order* to permit the FCC to clarify its reasoning, it left the order in place as governing federal law. *See WorldCom, Inc. v. FCC,* No. 01-1218, slip op. at 5 (D.C. Cir. May 3, 2002).

[2] For your convenience, an industry letter distributed by Verizon explaining its plans to implement the *FCC Internet Order* can be viewed at Verizon's Customer Support Website at URL www.verizon.com/wise (select Verizon East Customer Support, Business Resources, Customer Documentation, Resources, Industry Letters, CLEC, May 21, 2001 Order on Remand).

[3] See, e.g., 47 C.F.R. Section 51.809(c).

[4] *FCC Internet Order* ¶ 82.

SIGNATURE PAGE

Please arrange for a duly authorized representative of DWG to sign this letter in the space provided below and return it to Verizon.

Sincerely,

VERIZON NORTH INC.

Jeffrey A. Masoner
Vice President
Interconnection Services Policy & Planning

Reviewed and countersigned as to Paragraph 1:

DAKOTA WIRELESS GROUP, LLC D/B/A BUG TUSSEL WIRELESS

Steve Schneider
President

Attachment

APPENDIX A

(WISCONSIN)
v1.1

I. Rates and Charges for Transport and Termination of Traffic[1]

A. Reciprocal Compensation Traffic Termination

Reciprocal Compensation Traffic End Office Rate: **$0.0055240 per minute of use**.

Reciprocal Compensation Traffic Tandem Rate: **$0.0085210 per minute of use.**

B. The Tandem Transit Traffic Service Charge is **$0.0031480 per minute of use.**

Transit Service Billing Fee – Five percent (5%) of the Tandem Transit Traffic Service Charges assessed during the billing period for Tandem Transit Traffic exchanged with the relevant third party carriers.

Transit Service Trunking Charge (for each relevant third party carrier) –For each DS1 equivalent volume[2] (or portion thereof) of Tandem Transit Traffic exchanged with the relevant third party carrier during a monthly billing period: an amount equal to the total monthly rate for 24 channels (DS1 equivalent) for Switched Access, Access Tandem Dedicated Trunk Port DS1, as set forth in Verizon Tariff FCC No. 14, as amended from time to time.

C. Entrance Facility and Transport for Interconnection Charges: **See Intrastate Special Access Tariff.**

II. Blocks Of 100 Numbers

Installation Charge per 100 Numbers	$75.00
Usage Compensation to DWG, per Month, per Trunk	$5.00

Blocks of 100 numbers are made available only to CMRS providers under the terms and conditions of this Agreement. The Installation Charge applies to new blocks of numbers provided pursuant to this Agreement. Only full blocks of 100 numbers will be provided. Number blocks are used in association with end office interconnection facilities obtained by DWG. DWG is solely responsible for the costs of interconnection facilities used in conjunction with blocks of 100 numbers. The Usage Compensation rate is the sole compensation to DWG for Reciprocal Compensation Traffic terminating to DWG over this interconnection arrangement. It applies per month, per DS0 trunk or equivalent.

[1] All rates and charges specified herein are pertaining to the Interconnection Attachment.

[2] A CCS busy hour equivalent of 200,000 combined minutes of use.