



Sally Briar
225 W. Randolph St., Floor 27C
Chicago, IL 60606

T: 312.727-0133
F: 281.664.9709

August 26, 2010

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

Re: Application for the Approval of an Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Verizon Wireless Personal Communications LP d/b/a Verizon Wireless, Verizon Wireless (VAW) LLC d/b/a Verizon Wireless and Verizon Wireless Telecom, Inc. ("Verizon Wireless")

Dear Ms. Paske:

Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Verizon Wireless hereby request approval, pursuant to 47 U.S.C. 252, of this Interconnection Agreement negotiated between Wisconsin Bell, Inc., d/b/a AT&T Wisconsin and Verizon Wireless.

I have been authorized by Verizon Wireless to submit for Commission approval, pursuant to 47 U.S.C. s 252(e), the enclosed agreement.

Verizon Wireless
Manager Local Interconnection
1120 Sanctuary Parkway
Suite 150, Mail Code GASASICT
Alpharetta, GA 30004
Tel: 770-797-1263
Fax: 770-797-1037

Sincerely,

/S/ Sally Briar

Sally Briar

Enclosure

**AMENDMENT TO
AGREEMENT FOR RECIPROCAL COMPENSATION FOR CMRS LOCAL CALLING IN
WISCONSIN
BY AND BETWEEN
WISCONSIN BELL INCORPORATED d/b/a AT&T WISCONSIN
AND
VERIZON WIRELESS CELLCO PARTNERSHIP D/B/A VERIZON WIRELESS**

The Agreement for Reciprocal Compensation for CMRS Local Calling In Wisconsin, dated July 14, 1997 ("the Agreement"), by and between Wisconsin Bell Incorporated, d/b/a AT&T Wisconsin¹ ("AT&T Wisconsin"), and the Verizon Wireless entities listed on the signature page of this Amendment, individually and collectively d/b/a Verizon Wireless ("Carrier"), is hereby amended as follows:

(1) The Parties agree to add a definition for the term "InterMTA Traffic". This new definition will be identified as Section 1.9 (A) and will read as follows:

1.9 (A) "InterMTA Traffic" means traffic that (a) originates on either Party's network in one MTA; and (b) is delivered across interconnection trunks; and (c) terminates on either Party's network in an MTA other than the MTA in which it originated. The Parties agree that the origination and termination points of the calls are as follows:

1.9(A).1 For AT&T Wisconsin, the origination and termination points of a call shall be the end office switches that serve the called party at the beginning and end of the call.

1.9(A).2 For Carrier, the origination and termination points of a call shall be the cell sites that serve the calling and called parties at the beginning and end of the call.

(2) The Parties also agree to add new Sections 4.1, et seq, which will read as follows:

4.1. InterMTA Traffic.

4.1.1 For the purpose of this Agreement, the Parties agree that the InterMTA Factor is two and four-tenths percent (2.4%) of the Carrier to AT&T Wisconsin (mobile-to-land) traffic delivered across interconnection trunks

4.1.2 AT&T Wisconsin and Carrier each maintain the right to notify the other Party that the existing InterMTA Factor does not accurately reflect the proportion of Carrier-originated traffic delivered to AT&T Wisconsin over interconnection trunks that is InterMTA Traffic. AT&T Wisconsin and Carrier agree to negotiate a new InterMTA Factor within thirty (30) days of receiving such notice and to amend the Agreement to reflect the newly negotiated percentage. The revised InterMTA Factor will go into effect upon approval of such amendment by the Commission. Should AT&T Wisconsin and Carrier not reach agreement on a new InterMTA Factor within thirty (30) days of receiving notice, AT&T Wisconsin and Carrier agree to use the dispute resolution process set forth in Section 10.3, as added to the Agreement below in this Amendment.

4.1.3 For InterMTA traffic, Carrier shall pay AT&T Wisconsin the InterMTA rates specified in Attachment G. The Parties agree that any rate changes associated with switched access services will flow through to the InterMTA rates specified in Attachment G.

¹ Wisconsin Bell, Inc. (previously referred to as "Wisconsin Bell" or "SBC Wisconsin") now operates under the name "AT&T Wisconsin".

(3) The Parties agree to add Attachment G "Rates for InterMTA Traffic" (see attached) to the Agreement. Attachment G will read as follows:

Rates for InterMTA Traffic		Attachment G
WISCONSIN		
InterMTA Traffic		Per Minute of Use
InterMTA Rate to be paid to <u>AT&T Wisconsin</u> by Carrier for InterMTA		\$0.005366
Mobile-to-Land calls		

(4) The Parties agree to add a new Section 10.3 Dispute Resolution. The terms for Section 10.3 Dispute Resolution are as follows:

10.3 DISPUTE RESOLUTION

The Parties agree that in the event of a default or violation hereunder, or in the event of any dispute arising under this Agreement (collectively, "the Dispute"), the disputing Party shall provide notice of the Dispute to the other Party, and the Parties shall first meet and confer to discuss in good faith the Dispute and seek resolution prior to taking any action before any court or regulatory authority, or before making any public statement about or disclosing the nature of the Dispute to any third party. Such conference shall occur at the decision making level for each Party. If the Dispute is not resolved within thirty (30) days of the Parties' conference, either Party may petition the FCC or applicable Commission for a resolution of the Dispute. However, each Party reserves the right to seek judicial review of any ruling made by the Commission concerning this Agreement.

(5) The Parties acknowledge that the underlying Agreement was executed by PrimeCo Personal Communications, L.P., which is now doing business as Verizon Wireless, and that through an amendment in 2002, the contracting Verizon Wireless entity name was changed to Verizon Wireless Cellco Partnership, d/b/a Verizon Wireless. Verizon Wireless represents and warrants that the correct entities for the underlying Agreement should be as follows, and the underlying agreement is hereby amended to correct the entities, as follows:

Verizon Wireless Personal Communications L.P. d/b/a Verizon Wireless
Verizon Wireless (VAW) LLC d/b/a Verizon Wireless and
Verizon Wireless Telecom Inc.

(6) This Amendment shall not modify or extend the Effective Date or Term of the underlying Agreement, but, rather, shall be coterminous with such Agreement.

(7) EXCEPT AS MODIFIED HEREIN, ALL OTHER TERMS AND CONDITIONS OF THE UNDERLYING AGREEMENT SHALL REMAIN UNCHANGED AND IN FULL FORCE AND EFFECT.

(8) In entering into this Amendment, neither Party waives, and each Party expressly reserves, any rights, remedies or arguments it may have at law or under the intervening law or regulatory change provisions in the underlying Agreement (including intervening law rights asserted by either Party via written notice predating this Amendment) with respect to any orders, decisions, legislation or proceedings and any remands thereof, which the Parties have not yet fully incorporated into this Agreement or which may be the subject of further review.

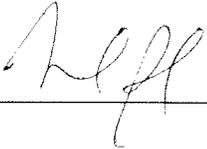
(9) This Amendment shall be filed with and is subject to approval by The Public Service Commission of Wisconsin and shall become effective ten (10) days following approval by such Commission.

Verizon Wireless Personal Communications LP d/b/a
Verizon Wireless

Wisconsin Bell Incorporated, d/b/a AT&T Wisconsin,
by AT&T Operations, Inc., its authorized agent

Verizon Wireless (VAW) LLC d/b/a Verizon Wireless

Verizon Wireless Telecom Inc.

By: 

By: 

Printed: Nicola Palmer

Printed: Eddie A. Reed, Jr.

Title: VP - Network Support
(Print or Type)

Title: Director - Interconnection Agreements

Date: 7/29/10

Date: 8-19-10

OCN # 6508

ACNA - EBA, NVC, PPM

Rates for InterMTA Traffic

WISCONSIN

InterMTA Traffic	Per Minute of Use
InterMTA Rate to be paid to AT&T Wisconsin by Carrier on InterMTA Mobile to Land calls	\$.005366