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Public Service Commission of Wisconsin
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July 16, 2012

Ms. Sandra J. Paske
Secretary to the Commission
Public Service Commission of Wisconsin
610 North Whitney Way
PO Box 7854
Madison, WI 53704-7854

Re: Application for Approval of an Amendment to the Wireless Interconnection and Reciprocal Compensation Agreement between Wood County Telephone Company and Wisconsin RSA #7 Limited Partnership, d/b/a Element Mobile.

Dear Ms. Paske:

In accordance with Section 251(c) of the Telecommunications Act of 1996, attached is a copy of the fully executed Amendment No. 1 to Interconnection Agreement ("Amendment") between Wood County Telephone Company and Wisconsin RSA #7 Limited Partnership, dba Element Mobile. The effective date of this Amendment is July 1, 2012. The Commission approved the original Agreement in its Docket No. 5-TI-1739.

I have been authorized by Wood County Telephone Company to submit the attached Amendment for Commission approval pursuant to Section 252(e).

A copy of this filing has been served via express mail as follows:

Jerry Wilke
Chief Operating Officer
Wisconsin RSA #7 Limited Partnership, dba Element Mobile
PO Box 8020
Wisconsin Rapids, WI 54495-8020

Sincerely,

KIESLING ASSOCIATES LLP

A handwritten signature in black ink that reads 'Robert R. Abrams'.

Robert R. Abrams
Senior Telecommunications Consultant
Email: rabrums@kiesling.com

cc: Greg Krings, Director of Finance/Controller, Wood County Telephone Company

Attachment

**AMENDMENT No. 1 TO THE
WIRELESS INTERCONNECTION AND RECIPROCAL COMPENSATION
AGREEMENT
BY AND BETWEEN WOOD COUNTY TELEPHONE COMPANY AND
WISCONSIN RSA #7 LIMITED PARTNERSHIP D/B/A ELEMENT MOBILE**

This Amendment No. 1 (the “Amendment”) to the Wireless Interconnection and Reciprocal Compensation Agreement by and between Wood County Telephone Company (“Wood County”) and Wisconsin RSA #7 Limited Partnership d/b/a Element Mobile (“Element Mobile”) effective September 30, 2010 (the “original Agreement”) is made and entered into as of July 1, 2012 between Wood County and Element Mobile.

WHEREAS, Wood County and Element Mobile (hereinafter individually referred to as a “Party” or collectively referred to as the “Parties”) desire to amend the original Agreement; and

WHEREAS, On November 18, 2011, the Federal Communications Commission (“FCC”) issued a Report and Order and Further Notice of Proposed Rulemaking in CC Docket Nos. 96-45 and 01-92; GN Docket No. 09-51; WC Docket Nos. 03-109, 05-337, 07-135 and 10-90; and WT Docket No. 10-208, and amended on December 23, 2011 (FCC 11-189), April 25, 2012 (FCC 12-47), May 14, 2012 (FCC 12-52) and June 5, 2012 (DA 12-870) (the “USF/ICC Transformation Order”).

NOW, THEREFORE, in consideration of the mutual provisions contained herein and other good and valuable consideration, the receipt and sufficiency of which are hereby acknowledged, the Parties hereby agree to amend the original Agreement as follows:

1. Replace Subsection 5.1 in its entirety with the following:

5.1 Traffic Subject to Reciprocal Compensation:

5.1.1 Reciprocal Compensation is applicable for Transport and Termination of Local Telecommunications Traffic as defined in § 1.15 and is related to the exchange of traffic described in § 4.

5.1.2 Pursuant to the USF/ICC Transformation Order, effective for traffic exchanged on and after July 1, 2012, bill-and-keep shall be the compensation methodology for Local Telecommunications Traffic exchanged between Wood County and Element Mobile. Under bill-and-keep, neither Party bills the other Party for Transport and Termination of Local Telecommunications Traffic.

5.1.3 In the event of a judicial stay or court-ordered vacatur of the USF/ICC Reform Order that changes Reciprocal Compensation rules for Local Telecommunications Traffic, the per minute of use reciprocal compensation rates listed in § 5.1 of the original Agreement shall be applied in lieu of the bill-and-keep compensation methodology described § 5.1.2 of this Agreement.

5.1.3.1 In the case of a judicial stay, the Parties will apply the reciprocal compensation rates listed in § 5.1 of the original Agreement prospectively from the date the stay is issued. If/when such judicial stay is subsequently lifted, the Parties will move to bill-and-keep as per § 5.1.2 of this Agreement, unless there is a court-ordered vacatur.

5.1.3.2 In the case of a court-ordered vacatur, the Parties will apply the reciprocal compensation rates listed in § 5.1 of the original Agreement and apply such rates retroactively back to July 1, 2012, unless the court-ordered vacatur expressly provides for a different effective date.

2. Replace Subsection 5.2 in its entirety with the following:

5.2 InterMTA Traffic:

The Parties agree that traffic that is directly or indirectly delivered may be rated and recorded as Local Telecommunications Traffic subject to Reciprocal Compensation, but, at the beginning of the call, may have originated and terminated in different MTAs and therefore, is InterMTA Traffic subject to switched access compensation.

Recognizing that neither Party currently has a way of accurately measuring this InterMTA Traffic, the Parties agree, for the purposes of this Agreement, to an initial InterMTA factor of zero percent (0%) as an estimate of InterMTA Traffic (the “InterMTA Factor”). Further, the Parties agree that this Agreement is intended primarily for the exchange of IntraMTA Traffic. Because of the mobile nature of Element Mobile’s customers, the Parties acknowledge that a *de minimus* amount of InterMTA Traffic can be delivered directly over the interconnection trunks or indirectly *via* the third party tandem; however, excessive or unreasonable amounts of other identifiable InterMTA Traffic shall not be delivered in this manner and shall not be common practice.

The Parties agree to review the InterMTA Factor on a periodic basis and, if warranted by the actual usage, revise the factor appropriately. Both Parties shall cooperate in exchanging necessary records and information required to conduct such reviews. Each Party shall only have the right to conduct a review of the InterMTA Factor no more than one time in a consecutive 12-month period.

3. Delete Subsection 5.4.3.
4. Add Subsection 7.6 as follows:

7.6 Call Signaling. The Calling Party Number (“CPN”) associated with the End-User Customer originating the call must be provided as required by FCC rules (47 C.F.R. 64.1601). The CPN shall not be altered. The CPN will be provided by each Party in conjunction with all traffic it exchanges to the extent required by industry standards and FCC rules. The CPN follows the North American Numbering Plan Administration

(“NANPA”) standards and can be identified in numbering databases and the LERG as an active number. The CPN is assigned to an active End-User.

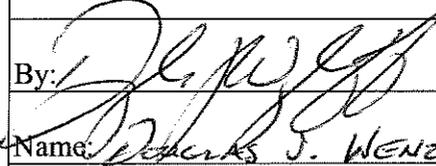
The Parties will connect their networks using SS7 as defined in applicable industry standards including ISDN User Part (“ISUP”) for trunk signaling and Transaction Capabilities Application Part (“TCAP”) for Common Channel Signaling (“CCS”)-based features to facilitate interoperability of CLASS features and functions between their respective networks. Signaling information shall be shared between the Parties at no charge to either Party.

In order to process, track and monitor the traffic that is being exchanged, the Parties agree to cooperate with one another on the exchange of all appropriate CCS messages, for call set-up, including without limitation ISUP and TCAP messages.

5. Except as expressly provided herein, all other provisions of the Agreement shall remain unchanged and in full force and effect.

IN WITNESS WHEREOF, the Parties hereto have caused this Amendment to be executed by their respective duly authorized representatives on the date indicated below.

Wisconsin RSA #7 Limited Partnership d/b/a Element Mobile
By: 
Name: <u>TERRY WILK</u>
Title: <u>COO</u>
Date: <u>7/9/12</u>

Wood County Telephone Company
By: 
Name: <u>DOUGLAS J. WENZLAFF</u>
Title: <u>CEO & G.M.</u>
Date: <u>7/11/12</u>