PSC REF#:171989

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Public Service Commission of Wisconsin
RECEIVED: 09/14/12, 4:43:51 AM

September 7, 2012

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 Norvado, Inc. and AT&T Mobility. ("AT&T MOBILITY").**

Dear Ms. Paske:

I am filing this letter and signed Amendment electronically on behalf of Norvado, Inc. ("Norvado").

Norvado 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 Norvado and AT&T MOBILITY. Norvado 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: Dave Carter – Norvado, Inc.

# AMENDMENT #1 TO THE INTERCONNECTION AGREEMENT FOR THE TRANSPORT AND TERMINATION OF TELECOMMUNICATIONS TRAFFIC

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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 Chequamegon Communications Cooperative, Inc. ("Chequamegon") and Norvado, Inc. ("Norvado"), (collectively "CCCI"), both are Wisconsin corporations with their principal office at 43705 Hwy 63, PO Box 67, Cable, Wisconsin 54821 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. CCCI 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 November 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-1182 on March 15, 2005 ("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". Reference to the AMERICAN CELLULAR MSC in Superior, Wisconsin shall be replaced by the AT&T MOBILITY MSC in Milwaukee, Wisconsin. "Norvado" shall be substituted for "Cheqtel"; reference to the Iron River Tandem in Iron River, Wisconsin shall be replaced with the Cable Tandem in Cable, 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 CCCI end user in the same MTA, or (b) at the beginning of the call, originated by an CCCI 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 2A Interconnection shall be used by CCCI to deliver Telecommunications Traffic and Transiting Traffic to AT&T MOBILITY NPA-NXXs identified in the LERG.

5. Section 4.4 shall be replaced as follows:

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 Telecommunications Traffic or Transiting Traffic to or from CCCI or a third party 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 A.II and B.II.

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: Dave J. Carter, General Manager
Chequamegon Communications
Cooperative, Inc.
43750 Hwy 63
P.O. Box 67
Cable, WI 54821
Phone: 715-798-3303
Fax: 715-798-3044

Dan Anderson, Assistant Manager
Chequamegon Communications
Cooperative, Inc.
43750 Hwy 63
P.O. Box 67
Cable, WI 54821
Phone: 715-798-3303
Fax: 715-798-3044

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: Dave J. Carter, General Manager
Chequamegon Communications
Cooperative, Inc.
43750 Hwy 63
P.O. Box 67
Cable, WI 54821
Phone: 715-798-3303
Fax: 715-798-3044

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

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

**Chequamegon Communications Cooperative, Inc.**

By: David J Carter

Date: 8-15-12

Printed: David J. Carter

Title: General Manager

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

By: W. Bernard Shell

Date: 8/14/2012

Printed: W. Bernard Shell

Title: Lead Carrier Relations Manager

**Norvado, Inc.**

By: David J Carter

Date: 8-15-12

Printed: David J. Carter

Title: CEO

## Appendix A

## Schedule of Interconnection Facilities

### I. Direct Interconnection Facilities

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

b. Interconnection Point –Type-2A For the exchange of Telecommunications Traffic, InterMTA Traffic, and Transiting Traffic in accordance with this Agreement, the Parties agree to retain the existing Type-2A Trunks using two (2) DS-1's to the AT&T MOBILITY network in Baxter, MN and one (1) DS-1 to the AT&T MOBILITY network in New Berlin, WI. The Type-2A Interconnection Facilities between the CCCI Tandem Switch and the AT&T MOBILITY network shall have a Point of Interconnection ("POI") at the CCCI Mid Span Meet at the V and H coordinates: V5370 & H4463.

c. Interconnection Point- Type-2B For the exchange of Telecommunications 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 CCCI End Office Switch and the AT&T MOBILITY network shall have a POI at the CCCI Mid Span Meet located at the V and H coordinates: V5370 & H4463.

d. Interconnection Point- Type-2A Other For the exchange of Telecommunications Traffic, InterMTA Traffic, and Transiting Traffic in accordance with this Agreement, the Parties may establish Type-2A Trunk group(s) to other AT&T MOBILITY MSCs in accordance with Section 4.2 of this Agreement. The Interconnection Facilities between the CCCI Tandem Switch and any AT&T MOBILITY network shall have a POI at the CCCI Mid Span Meet located at the V and H coordinates: V5370 & H4463.

### II. Indirect Interconnection Facilities with a Third Party Provider

a. As of the Effective Date of this Agreement, CCCI 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 CCCI and AT&T MOBILITY

shall be at the CCCI Mid Span Meet located at the V and H coordinates: V5370 & H4463.

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 Chequamegon or a rate of return carrier third-party network as provided in Appendix E, as applicable, 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 Chequamegon that authorizes the third-party provider to provide for the Transport of Telecommunications Traffic for Chequamegon;

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

3) Chequamegon 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 CCCI Switched Access Tariff

## IV. Dedicated Facilities and Services

Per Applicable CCCI Interstate Access Tariff on file with the FCC.

## Appendix B

## Schedule of Rates and Charges

This Appendix specifies the rates for the Transport and Termination of Telecommunications 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 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 Chequamegon's service area, Chequamegon is responsible for Transport to ATT MOBILITY's chosen Interconnection Point, and when ATT MOBILITY's chosen Interconnection Point is located outside Chequamegon's service area, Chequamegon's Transport and provisioning obligation stops at its meet point within the service area exchange boundary.

## III. Transiting Traffic Charges.

a. Transiting Traffic Rate (per minute of use) $.005

b. Transiting Traffic compensation is applicable for all AT&T MOBILITY originating traffic transiting the Chequamegon Cable, Wisconsin Tandem switch, which terminates to an affiliate or a third party network subtending the Cable Tandem switch as provided in Appendix E, but excluding Interexchange Carrier traffic.
AT&T MOBILITY also assumes responsibility for any compensation to the third party, which terminates the call.

c. Transiting Traffic compensation is applicable and billable to AT&T MOBILITY for all Telecommunications Traffic originated by a rate of return carrier third-party network that subtends the Cable Tandem switch as provided in Appendix E and terminates to AT&T MOBILITY.

## Appendix C

**Chequamegon Communications Cooperative, Inc.**
**NPA-NXX and Rate Centers and AT&T MOBILITY NPA-NXX for Purposes of this Agreement**

I. Chequamegon
Rate Center

Marengo

Maple

Iron River

Drummond

Cornucopia

Benoit

La Pointe

Grand View

Mason

Port Wing

Namekagon

Barnes

Cable

The Rate Centers listed above include all of the Chequamegon Communications Cooperative, Inc. rate centers currently served by the Chequamegon Communications Cooperative, Inc. Tandem office switch at Cable, Wisconsin.

II. Chequamegon and AT&T MOBILITY NPA-NXX's are as identified in the LERG.

## Appendix D

## Norvado, Inc.
## Norvado and AT&T MOBILITY NPA-NXX for Purposes of this Agreement

I. Norvado, Inc.

II. Norvado and AT&T MOBILITY NPA-NXX's are as identified in the LERG.

## Appendix E

### Networks with Arrangements with CCCI for Tandem Switch Service

Locality

I. Affiliated Network

A) Norvado, Inc.

II. Third Party Network

B) None

AT&T MOBILITY will use its best efforts to negotiate exchange of traffic agreements with all third party networks included in this Appendix E, for the Termination of Telecommunications Traffic.

The third party networks and/or Affiliated networks listed above includes all of the Telecommunications carriers that subtend the Chequamegon Cable, Wisconsin Tandem switch applicable to this Agreement. When there are additions or deletions to the list above, the Parties agree to provide an updated Appendix E with the change executed by both Parties and made part of this Agreement.