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Public Service Commission of Wisconsin
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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 Wireless Interconnection and Reciprocal Compensation Agreement (“Amendment”) Between Manawa Telephone Company, Inc. and Verizon Wireless. (“VERIZON WIRELESS”).

Dear Ms. Paske:

I am filing this letter and signed Amendment electronically on behalf of Manawa Telephone Company, Inc. (“Manawa”).

Manawa hereby requests approval pursuant to 47 USC 252, of the enclosed Amendment #1 to the Wireless Interconnection and Reciprocal Compensation Agreement between Manawa and VERIZON WIRELESS. Manawa has been authorized by VERIZON WIRELESS 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 VERIZON WIRELESS via U. S. mail at the following address:

Lance D. Murphy
Verizon Wireless - MTS
24242 Northwestern Hwy
Southfield, MI 48075

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: Lance D. Murphy- Verizon Wireless - MTS
CC: Tom Squires – Manawa Telephone Company, Inc.

**AMENDMENT #1 TO THE INTERCONNECTION 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 Manawa Telephone Company, Inc. ("MANAWA"), a Wisconsin Corporation, with its principal office at 131 2nd Street, P.O. Box 130, Manawa, Wisconsin 54949 and the Verizon Wireless entities listed on the signature page of this Amendment ("VERIZON WIRELESS"), each with its principal office at One Verizon Way, Basking Ridge, NJ 07920. MANAWA and VERIZON WIRELESS 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 March 1, 2008 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 VERIZON WIRELESS 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 3.5 shall be replaced as follows:

3.5 VERIZON WIRELESS represents that it is a CMRS provider of Telecommunications service to subscribers in MTA No. 20 (Milwaukee), and serves end users with an Operating Company Number (OCN) of 6508 in the state of Wisconsin.

2. Section 3.7 shall be replaced as follows:

3.7 The parties agree that all Telecommunications Traffic that is (a) originated by a VERIZON WIRELESS end user and terminates to a MANAWA end user, or (b) originated by a MANAWA end user and terminates to a VERIZON WIRELESS end user shall be exchanged via the methods and facilities described in Section 4.0 of this Agreement.

3. Section 4.3.1.1 shall be replaced as follows:

4.3.1.1 MANAWA shall route in accordance with Section 4.3.1.2 below, all Telecommunications Traffic originated on its network by a MANAWA end user to a VERIZON WIRELESS NPA-NXX. All landline to mobile IXC calls shall be routed in accordance with Telcordia Traffic Routing Administration instructions.

4. Section 4.4 shall be replaced as follows:

4.4 Indirect Interconnection: VERIZON WIRELESS may deliver Telecommunications Traffic to AT&T-Wisconsin, Appleton, Wisconsin Tandem Switch for delivery as Transiting Traffic to all MANAWA End Office Switches. This Telecommunications Traffic will be subject to the compensation arrangements as provided in Appendix B II. To the extent that either Party and a third party service provider have entered into or may enter into arrangements for the transport of Telecommunications Traffic to or from MANAWA (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.

4.4.1 Landline to Wireless:

Telecommunications Traffic from MANAWA end users may be routed from the MANAWA End Office Switch to VERIZON WIRELESS via a third party service provider, with an arrangement with MANAWA for Transiting Traffic.

4.4.2 Wireless to Landline:

Telecommunications Traffic originated on VERIZON WIRELESS's network within MTA #20 (Milwaukee) to MANAWA end users may be routed from the VERIZON WIRELESS network via the third party service provider for termination by MANAWA to its end users, as appropriate.

4.4.3 Delivery of Traffic:

Except to the extent precluded by nondiscrimination and/or dialing parity principles, or as otherwise noted above, the designation of Rate Center V&H coordinates associated with network numbers assigned to VERIZON WIRELESS's end users shall not affect or determine: (i) the services offered by MANAWA or VERIZON WIRELESS, (ii) the services provided to end users by either Party; (iii) the rate structure applied to services provided to end users by either Party; or (iv) the rates charged to end users by either Party for the services either Party provides to its end users. The designation of Rate Center V&H coordinates for the NPA-NXX numbers assigned to mobile CMRS end users shall not create legal or regulatory obligations for either Party that do not otherwise exist. MANAWA will provide dialing parity to VERIZON WIRELESS's NPA-NXX's in MANAWA's Mandatory Local Calling Scope, in accordance with the requirements of Section 251 (b)(3) of the Act.

The VERIZON WIRELESS NPA-NXXs are identified in the LERG. Calls originating on MANAWA network and addressed to VERIZON WIRELESS NXXs will be rated by MANAWA in the same way as other calls addressed to NXXs maintained by other landline carriers with the same rate points.

4.4.4 If the traffic volumes between VERIZON WIRELESS and MANAWA delivered by the third party service provider meet the centum call seconds equivalent of one DS-1 (i.e. 500 busy hour centum call seconds or 240,000 minutes per month), for three consecutive months, the Parties shall within sixty (60) days meet to review the establishment of direct end office trunk groups, as provided in Section 4.3.

5. Section 4.5.2 shall be replaced as follows:

4.5.2 If the traffic volumes between VERIZON WIRELESS and MANAWA meet the centum call seconds equivalent of one DS-1 (i.e. 500 busy hour centum call seconds of 240,000 minutes per month), for three consecutive months, the Parties shall within sixty (60) days meet to review the establishment of additional direct trunks.

6. Section 8.1 shall be replaced as follows:

8.1 The term of this Agreement, as amended, shall be two years from the Effective Date July 1, 2012 through June 30, 2014 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, (ii) delivered by express delivery service, (iii) mailed, certified mail or first class U.S. mail postage prepaid, return receipt requested or (iv) delivered by telecopy to the following addresses of the Parties:

Contract Notices:

To: Verizon Wireless
Network Interconnection
1120 Sanctuary Parkway
Alpharetta, GA 30009

With a copy to:
Verizon Wireless
Regulatory Counsel – Interconnection
1300 I Street NW
Suite 400W
Washington, D.C. 20005

To: Thomas R. Squires, General Manager
Manawa Telephone Company, Inc.

Office Manager
Manawa Telephone Company, Inc.

131 2nd Street
P.O. Box 130
Manawa, WI 54949
Phone: 920-596-2535
Fax: 920-596-3775

131 2nd Street
P.O. Box 130
Manawa, WI 54949
Phone: 920-596-2535
Fax: 920-596-3775

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

Billing Notices:

To: Verizon Wireless
Attn: Telecom Billing Analyst
10740 Nall Ave
Overland Park, KS 66211

To: Thomas R. Squires, General Manager
Manawa Telephone Company, Inc.
131 2nd Street
P.O. Box 130
Manawa, WI 54949
Phone: 920-596-2535
Fax: 920-596-3775

or to such other address as either Party shall designate by proper notice. Notices will be deemed given as of the earlier of (i) the date of actual receipt, (ii) the next business day when notice is sent via express mail or personal delivery, (iii) three (3) days after mailing in the case of first class or certified U.S. mail or (iv) on the date set forth on the confirmation in the case of telecopy.

8. In section 15.10.1 the VERIZON WIRELESS Contact Number shall be (800) 852-2671.
9. 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.

Manawa Telephone Company, Inc.

**Verizon Wireless
Alltel Communications of LaCrosse Limited
Partnership d/b/a Verizon Wireless
By Alltel Communications Wireless of
Louisiana, Inc., Its General Partner**

**Alltel Communications Wireless of
Louisiana, Inc.**

**Appleton–Oshkosh-Neenah MSA Limited
Partnership d/b/a Verizon Wireless
By Alltel Wireless of Wisconsin Appleton-
Oshkosh-Neenah MSA, LLC, Its General
Partner**

Cellco Partnership d/b/a Verizon Wireless

**Duluth MSA Limited Partnership d/b/a
Verizon Wireless
By Verizon Wireless (VAW) LLC, Its
General Partner**

**Midwest Wireless Wisconsin L.L.C d/b/a
Verizon Wireless
By Alltel Communications, LLC, Its
Managing Member**

MVI Corp. d/b/a/ Verizon Wireless

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

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

**Verizon Wireless Telecom Inc. d/b/a Verizon
Wireless**

**Wisconsin RSA #1 Limited Partnership
d/b/a Verizon Wireless
By Alltel Wireless of Wisconsin RSA #1, Its
Managing Partner**

**Wisconsin RSA #2 Partnership d/b/a Verizon
Wireless
By Alltel Communications Wireless of
Louisiana, Inc., Its Managing Partnership**

**Wisconsin RSA #6 Partnership, LLP d/b/a
Verizon Wireless
By Alltel Communications Wireless of
Louisiana, Inc., Its Managing Partner**

**Wisconsin RSA No. 8 Limited Partnership
d/b/a Verizon Wireless
By Alltel Communications Wireless of
Louisiana, Inc., Its General Partner**

By: Thomas R. Squires

Date: 9-4-12

Printed: Thomas R. Squires

Title: President and General Manager

By: Beth Ann Drohan

Date: 8/20/12

Printed: Beth Ann Drohan

Title: Area Vice President – Network

Appendix A Interconnection Facilities

I. Direct Interconnection Facilities

- a. VERIZON WIRELESS may arrange for and maintain the following final two-way Interconnection Facilities between MANAWA in Manawa, WI and the VERIZON WIRELESS Network (“Interconnection Facilities”).
- b. Point of Interconnection- Type-2B For the exchange of Telecommunications Traffic and InterMTA Traffic in accordance with this Agreement, the Parties agree to connect twenty-four (24) Trunks using one (1) DS 1. The Type-2B Interconnection Facilities between the MANAWA End Office Switch and the VERIZON WIRELESS network in Appleton, Wisconsin shall have a POI at the MANAWA Mid Span Meet located at the V and H coordinates: V 5587 & H 3868.

II. Indirect Interconnection Facilities

- a. As of the Effective Date of this Agreement, MANAWA and VERIZON WIRELESS 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 – Unless a different POI is mutually agreed to by the Parties, the POI for an indirect Interconnection facility via a third party between MANAWA and VERIZON WIRELESS shall be at the MANAWA Mid Span Meet located at the V and H coordinates: V 5587 & H 3868.

III. Dedicated Facilities and Services

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

Appendix B

Rates and Charges

This Appendix specifies the rates for the Transport and Termination of Telecommunications Traffic and InterMTA 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. Combined Transport and Termination Rate (per terminating minute of use) \$0.00
- b. This rate is reciprocal and symmetrical for Telecommunications Traffic exchanged between MANAWA and VERIZON WIRELESS and applies for all Telecommunications Traffic exchanged via the Direct Interconnection Facilities between the Parties pursuant to Section 4.3 of this Agreement, except as described in Section IV below.

II. Charges for Transport and Termination of Telecommunications Traffic via Indirect Interconnection

- a. Combined Transport and Termination Rate (per terminating minute of use) \$0.00
- b. This rate is reciprocal and symmetrical for Telecommunications Traffic exchanged between MANAWA and VERIZON WIRELESS and applies for all Telecommunications Traffic exchanged pursuant to Section 4.4 of this Agreement, except as described in Section IV below.
- 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 ¶¶ 998-999*), VERIZON WIRELESS will be financially responsible for Transport from the POI as described in Appendix A, Section II(b) to its network. This arrangement will be subject to renegotiation if/when the FCC issues final rules regarding the default point at which financial responsibility for the exchange of traffic shifts from the originating carrier to the terminating carrier.
- d. VERIZON WIRELESS will be responsible for the Transiting Traffic charges for all Telecommunications Traffic transited by AT&T-Wisconsin. VERIZON WIRELESS will be responsible for any other third party indirect Interconnection charges for the Transport of

Telecommunications Traffic that MANAWA is not legally obligated to pay.

III. Intentionally Left Blank

IV. InterMTA Traffic Factors

The Parties agree to apply an InterMTA Traffic Factor to terminated minutes of use as an estimate of the net InterMTA Traffic being exchanged. The Parties have agreed upon the InterMTA Factors specified below as representative of the share of Telecommunications Traffic exchanged that is exempt from Transport and Termination charges and is subject to InterMTA Rates. The Parties have developed an initial factor representative of the share of Telecommunications Traffic exchanged that is exempt from Transport and Termination charges. The InterMTA Factor will be multiplied by the total mobile-to-land terminated traffic minutes recorded each month by the MANAWA End Office Switches to determine those minutes to which the InterMTA Rate applies.

a. Mobile-to-Land Traffic

Telecommunications Traffic		95.0%
InterMTA Traffic Factor		5.0%
Intrastate	100.0%	
Interstate	0.0%	

b. Land-to-Mobile Traffic

Telecommunications Traffic		100.0%
InterMTA Traffic Factor		0.0%

e. InterMTA Rate (per terminating minute of use)

Per Applicable MANAWA Switched Access Tariff

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

MANAWA Access Tariffs in the proper jurisdiction apply.