PSC REF#:172001

THEIS COMMUNICATIONS CONSULTING, LLC
7633 Ganser Way, Suite 202 • Madison, WI 53719-2092 • 608.829.0271 • fax 608.829.1754
miket@theisconsulting.com

Public Service Commission of Wisconsin
RECEIVED: 09/14/12, 5:06:48 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 Marquette-Adams Telephone Cooperative, Inc. and Verizon Wireless. ("VERIZON WIRELESS").

Dear Ms. Paske:

I am filing this letter and signed Amendment electronically on behalf of Marquette-Adams Telephone Cooperative, Inc. ("Marquette-Adams").

Marquette-Adams 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 Marquette-Adams and VERIZON WIRELESS. Marquette-Adams 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: Jerry Schneider – Marquette-Adams Telephone Cooperative, 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 Marquette-Adams Telephone Cooperative, Inc. ("MATC"), a Wisconsin corporation with its principal office at 113 North Oxford Street, PO Box 45, Oxford, Wisconsin 53952 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. MATC 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 May 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-1052 on June, 15 2004 ("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. In applying Amendment #1 the following names shall be substituted in the Agreement "VERIZON WIRELESS" shall be substituted for "ALLTEL".

2. Section 1.41 shall be replaced as follows:

   1.41 "Subject Traffic" is the Telecommunications Traffic that the Parties mutually agree to exchange pursuant to the terms and conditions of Reciprocal Compensation set forth in this Agreement. For the purposes of this Agreement, Telecommunications Traffic handed off to and compensated by an Interexchange Carrier is not Subject Traffic.

3. Section 3.3 shall be replaced as follows:

   3.3 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.

4. Section 4.3 shall be replaced as follows:

   4.3 Type-2B Interconnection. Type-2B involves Trunk side connection to a MATC End Office Switch. Type-2B facilities provide the capability to access only subscribers served by that End Office Switch or any MATC remote subtending that End Office Switch, as applicable. A two-way Trunk group may be provisioned between the MATC Oxford, Wisconsin End Office Switch and VERIZON WIRELESS with the Point of Interconnection designated, as provided in Appendix A Section I. Applicable tariff charges for establishing and provisioning this Trunk group are billed to VERIZON WIRELESS, pursuant to Section 5.2 and Appendix A of this Agreement.

   4.3.1 Landline to Wireless

   4.3.1.1 MATC will treat as Subject Traffic all Telecommunications Traffic originated on its network by a MATC end user which is routed to a VERIZON WIRELESS NPA-NXX's identified in the LERG as associated with the VERIZON WIRELESS

MSC to which the Type-2B Interconnection is connected (except to the extent that the Parties agree to apply the InterMTA Traffic Factor, as set forth in Appendix B), subject to applicable tariffs.

4.3.1.2 MATC shall route the Subject Traffic that originates on its network to VERIZON WIRELESS by delivering such Subject Traffic to the POI identified in Appendix A.

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

4.3.2 Wireless to Landline:

4.3.2.1 VERIZON WIRELESS shall route the Subject Traffic that originates on its network to MATC by delivering Subject Traffic to the POI identified in Appendix A.

4.3.2.2 VERIZON WIRELESS shall treat as Subject Traffic all Telecommunications Traffic originated on its network by a VERIZON WIRELESS end user that is routed for a MATC NPA-NXX associated with the MATC End Office Switch (except to the extent that the Parties agree to apply the InterMTA Traffic Factor as set forth in Appendix B.)

4.3.2.3 A list of MATC NPA-NXXs, which are rated within the MATC exchange boundary are identified in the LERG.

4.3.3 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 MATC 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. MATC will provide dialing parity to VERIZON WIRELESS's NPA-NXX's in MATCS Mandatory Local Calling Scope, in accordance with the requirements of Section 251(b)(3) of the Act.

5. Section 4.4 shall be replaced as follows:

4.4 Indirect Interconnection: VERIZON WIRELESS may deliver Subject Traffic to AT&T-Wisconsin, Madison, Wisconsin Tandem Switch for delivery as Transiting Traffic to all MATC End Office Switches. This Subject 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 Subject Traffic to or from MATC (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:

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

4.4.2 Wireless to Landline:

Subject Traffic originated on VERIZON WIRELESS's network within MTA #20 (Milwaukee) to MATC end users may be routed from the VERIZON WIRELESS network via the third party service provider for termination by MATC 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 MATC 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. MATC will provide dialing parity to VERIZON WIRELESS's NPA-NXX's in MATC'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 MATC network and addressed to VERIZON WIRELESS NXXs will be rated by MATC 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 MATC 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.

6. Section 4.5.2 shall be replaced as follows:

4.5.2 If the traffic volumes between VERIZON WIRELESS and MATC 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.

7. 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.

8. 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: Jerry Schneider, General Manager
Marquette-Adams
Telephone Cooperative, Inc.
113 North Oxford Street
P.O. Box 45
Oxford, WI 53952
Phone: 608-586-4111
Fax: 608-586-5209

Office Manager
Marquette-Adams
Telephone Cooperative, Inc.
113 North Oxford Street
P.O. Box 45
Oxford, WI 53952
Phone: 608-586-4111
Fax: 608-586-5209

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: Jerry Schneider, General Manager
Marquette-Adams
Telephone Cooperative, Inc.
113 North Oxford Street
P.O. Box 45
Oxford, WI 53952

Phone: 608-586-4111
Fax: 608-586-5209

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.

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

10. 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.

Marquette-Adams
Telephone Cooperative, 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 VerizonWireless
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: Jerry Schneider

Date: 9-4-2012

Printed: Jerry Schneider

Title: 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 MATC in Oxford, WI and the VERIZON WIRELESS Network ("Interconnection Facilities").

b. Point of Interconnection- Type-2B For the exchange of Subject Traffic and InterMTA Traffic in accordance with this Agreement, the Parties agree to retain the existing Type-2B Interconnection using one (1) DS 1. The Type-2B Interconnection Facilities between the MATC End Office Switch and the VERIZON WIRELESS network in Appleton, Wisconsin shall have a POI at the MATC Mid Span Meet located at the V and H coordinates: V 5779 & H 3880.

II. Indirect Interconnection Facilities

a. As of the Effective Date of this Agreement, MATC 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 MATC and VERIZON WIRELESS shall be at the MATC Mid Span Meet located at the V and H coordinates: V 5779 & H 3880.

III. Dedicated Facilities and Services

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

IV. Shared Facility Factor

The following Shared Facility Factors will apply to the Interconnection Facilities in Section I.a and I.b of this Appendix A.

Mobile to Landline Telecommunications Traffic	50.0%
Landline to Mobile Telecommunications Traffic	50.0%

Appendix B

Rates and Charges

This Appendix specifies the rates for the Transport and Termination of Subject 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 Subject 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 Subject Traffic exchanged between MATC and VERIZON WIRELESS and applies for all Subject 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 Subject 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 Subject Traffic exchanged between MATC and VERIZON WIRELESS and applies for all Subject 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 Subject 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 MATC 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 Subject 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 MATC End Office Switches to determine those minutes to which the InterMTA Rate applies.

a. Mobile-to-Land Traffic		
Subject Traffic		95.0%
InterMTA Traffic Factor		5.0%
Intrastate	100.0%	
Interstate	0.0%	
b. Land-to-Mobile Traffic		
Subject Traffic		100.0%
InterMTA Traffic Factor		0.0%

e. InterMTA Rate (per terminating minute of use)
Per Applicable MATC Switched Access Tariff

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

MATC Access Tariffs in the proper jurisdiction apply.

VI. Intentionally Left Blank