PSC REF#:172012

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Public Service Commission of Wisconsin
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September 11, 2012

Ms. Sandra Paske
Secretary to the Commission
Public Service Commission of Wisconsin
610 North Whitney Way
PO Box 7854
Madison, Wisconsin 53707-7854

Re: Application for the Approval of Amendment to the Interconnection Agreement for the Transport and Termination of Telecommunications Traffic ("Amendment") Between 24-7 Telcom, Inc. and CTC Telcom, Inc. d/b/a Mosaic Telecom ("CTC").

Dear Ms. Paske:

I am filing this letter, and signed Amendment electronically on behalf of 24-7 Telcom, Inc. ("24-7 Telcom").

24-7 Telcom hereby requests approval, pursuant to 47 USC 252, of the enclosed Amendment to the Interconnection Agreement for the Transport and Termination of Telecommunications Traffic between 24-7 Telcom and CTC. 24-7 Telcom has been authorized by CTC 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 sent to CTC via U. S. mail at the following address:

Rick Vergin, Chief Executive Officer
Mosaic Telecom
P.O. Box 664
401 South First Street
Cameron, Wisconsin 54822

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: Rick Vergin – Mosaic Telecom
CC: Randy - 24-7 Telcom, 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 West Wisconsin Telcom Cooperative, Inc. ("West Wisconsin") and 24-7 Telcom, Inc ("Telcom"), (collectively "WWTC"), both are Wisconsin corporations with their principal office at E4528 County Road C, PO Box 115, Downsville, Wisconsin 54735 and CTC Telcom, Inc. a Wisconsin Corporation with its principal office at 401 South First Street, PO Box 664, Cameron, Wisconsin. WWTC and CTC 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 January 5, 2009, effective January 1, 2009, that was approved by the Public Service Commission of Wisconsin ("Commission") as an effective agreement in the state of Wisconsin Docket No. 05-TI-1913 on March 9, 2009 ("Agreement"); and

WHEREAS, the Agreement adopted and amended an Interconnection Agreement dated April 1, 2004 between WWTC and Alltel Communications, Inc. (the "Adopted 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 CTC 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 (references are to sections and appendixes in the Adopted Agreement, unless otherwise indicated):

1. 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.

2. Section 3.3 shall be replaced as follows:

   3.3 CTC represents that it is a CMRS provider of Telecommunications service to subscribers in MTA No. 12 (Minneapolis), and serves end users with an Operating Company Number (OCN) of 283F in the state of Wisconsin.

3. Section 4.2.2 shall be replaced as follows:

   4.2.2 The Type 2A Interconnection shall be used by WWTC to deliver Subject Traffic and Transiting Traffic to CTC NPA-NXXs identified in the LERG as associated with CTC MSC to which the Type 2A Interconnection is connected.

4. 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 Subject Traffic and Transiting Traffic to or from WWTC or a third party network 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 B.

5. 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 year to year 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.

6. Appendix A, B, C, D, and E of the Agreement and Adopted 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.

West Wisconsin Telcom Cooperative, Inc.

By: _____

Date: 8-17-12

Printed: Randy R. Siler

Title: Chief Executive Officer

24-7 Telcom, Inc.

By: _____

Date: 8-17-12

Printed: Randy R. Siler

Title: C.E.O.

CTC Telcom, Inc.

By: _____

Date: 8/17/2012

Printed: Rick Vergin

Title: Chief Executive Officer

Appendix A
Interconnection Facilities

I. Direct Interconnection Facilities

a. CTC shall arrange for and maintain the following final two-way Interconnection Facilities between WWTC in Elk Lake, WI and the CTC Network ("Interconnection Facilities").

b. Point of Interconnection –Type-2A For the exchange of Subject Traffic, InterMTA Traffic, and Transiting Traffic in accordance with this Agreement, the Parties agree to retain the existing Type-2A Trunk using one (1) DS 1. The Type-2A Interconnection Facilities between the WWTC Tandem Switch and the CTC network in Cameron, Wisconsin shall have a POI at the WWTC and Chibardun Mid Span Meet.

c. Point of Interconnection- Type-2B For the exchange of Subject 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 WWTC End Office Switch and the CTC network shall have a POI at the WWTC and Chibardun Mid Span Meet.

II. Indirect Interconnection Facilities

a. As of the Effective Date of this Agreement, WWTC and CTC 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 – The POI for an indirect Interconnection facility via a third party between WWTC and CTC shall be at the WWTC Elk Lake, Wisconsin Tandem Switch V 5698 & H 4277.

III. Dedicated Facilities and Services

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

Appendix B

Rates and Charges

This Appendix specifies the rates for the Transport and Termination of Subject 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 Subject Traffic via Direct Interconnection.

a. Combined Transport and Termination Rate (per terminating minute of use) $0.0

b. This rate is reciprocal and symmetrical for Subject Traffic exchanged between WWTC and CTC and applies for all Subject Traffic exchanged via the Direct Interconnection Facilities between the Parties pursuant to Section 4.2 and 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) $0.0

b. This rate is reciprocal and symmetrical for Subject Traffic exchanged between WWTC and CTC 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), CTC 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. WWTC will bill CTC for all third party indirect Interconnection charges for the Transport of Subject Traffic and Transiting Traffic that are billed to WWTC.

III. Transiting Traffic Charges.

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

b. Transiting Traffic compensation is applicable for all CTC originating traffic transiting the WWTC Elk Lake, Wisconsin Tandem Switch, which terminates to an affiliate or third party network subtending the Elk Lake Tandem switch as provided in Appendix E but excluding Interexchange Carrier traffic. CTC also assumes responsibility for any termination compensation to the third party which terminates the call subject to CTC's arrangements with such third party.

c. Transiting Traffic compensation is applicable and billable to CTC for traffic which originates on a rate of return carrier third party network that subtends the Elk Lake Tandem switch as provided in Appendix E, subject to CTC's arrangement for such traffic with such third party.

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 WWTC End Office Switches to determine those minutes to which the InterMTA Rate applies.

a. Mobile-to-Land Traffic

Subject Traffic		100.0%
InterMTA Traffic Factor		0.0%
Intrastate	0.0%	
Interstate	0.0%	

b. Land-to-Mobile Traffic

Subject Traffic	100.0%
InterMTA Traffic Factor	0.0%

c. InterMTA Rate (per terminating minute of use)
Per Applicable WWTC Switched Access Tariff

Appendix C
Appendix D

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Appendix E

Networks with Arrangements with WWTC for Tandem Switch Service

Locality

I. Affiliated Network

A) 24-7 Telcom, Inc.

II. Third Party Network – Rate of Return Carriers

A) Tri-County Telephone Cooperative, Inc.
- Eleva
- Independence
- Pigeon Falls
- Pleasantville
- Northfield
- Strum

B) Clear Lake Telephone Company, Inc.

C) Farmers Independent Telephone Co. Inc.
- Falun
- Grantsburg
- Trade Lake

D) Luck Telephone Company, Inc.
- Cushing
- Luck

E) Milltown Mutual Telephone Company, Inc.
- Fox Creek
- Milltown

F) Spring Valley Telephone Company, Inc.

G) Hager Telecom Company
- Hager City
- Bay City

H) Indianhead Telephone Company
- Weyerhauser
- Exland
- Radisson

I) Siren Telephone Company

J) Nelson Telephone Cooperative
- Durand
- Nelson
- Arkansaw
- Gilmanton

III. Third Party Network – Other Carriers

A) Lakeland Telecom, Inc.
- Balsam Lake
- Centuria

The Affiliate and third party networks listed above include all of the Telecommunications Carriers that subtend the WWTC Elk Lake, 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 C with the change executed by both Parties and made part of this Agreement.