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Public Service Commission of Wisconsin  
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October 16, 2012

**Via PSC Electronic Regulatory Filing System**

Ms. Sandra Paske, Secretary  
Public Service Commission of Wisconsin  
Post Office Box 7854  
Madison, WI 53707

Re: Amendment to Interconnection Agreement Between Vernon  
Telephone Cooperative, Inc. and Verizon Wireless  
Our file: 11000.58152

Dear Ms. Paske:

Vernon Telephone Cooperative, Inc., hereby requests approval pursuant to 47 U.S.C. § 252, of the enclosed Amendment to Interconnection Agreement between Vernon Telephone Cooperative, Inc., and Verizon Wireless (the "Agreement").

I have been authorized by Verizon Wireless to submit for Commission approval, pursuant to 47 U.S.C. § 252(3), the enclosed Agreement.

Sincerely,

AXLEY BRYNELSON, LLP

Judd A. Genda

JAG/mgt

Enclosure

cc: Mr. Lance Murphy (via Electronic Mail)  
Mr. Daniel T. Hardy (via Electronic Mail)

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**AMENDMENT TO THE INTERCONNECTION AGREEMENT BETWEEN VERNON  
TELEPHONE COOPERATIVE, INC. AND VERIZON WIRELESS**

This Amendment to the Interconnection Agreement ("Amendment") is effective as of the 1<sup>st</sup> of July 2012 (the "Effective Date"), by and between Vernon Telephone Cooperative, Inc., ("ILEC"), a Wisconsin corporation with its principal office at 103 North Main Street, Westby, Wisconsin 54667 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. ILEC and Verizon Wireless are referred to herein individually as "Party" and collectively as the "Parties".

**RECITALS**

**WHEREAS**, ILEC and Alltel Communications, Inc. entered into an Interconnection Agreement with an effective date of March 1, 2005 ("Agreement") pursuant to 47 U.S.C. 251/252; and;

**WHEREAS**, Verizon Wireless acquired Alltel Communications, Inc. on January 9, 2009 and owns an equity interest of more than 10 percent;

**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 all non-access Intra-MTA traffic, and that this is to be considered a change of law; and

**WHEREAS**, the Federal Communications Commission, in an order released December 23, 2011, has provided that such bill-and-keep arrangements, when requested before July 1, 2012, shall become effective July 1, 2012; and

**WHEREAS**, Verizon Wireless elects to apply a bill-and-keep arrangement to all non-access Intra-MTA traffic exchanged between the Parties after July 1, 2012; and

**WHEREAS**, the Federal Communications Commission, in its November 18, 2011, Order, has provided for an interim default rule allocating responsibility for transport costs applicable to non-access Intra-MTA traffic exchange between CMRS providers and rural LECs, which is a change in law; 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 are in accordance with law agreeing to amend the Agreement to provide for a bill-and-keep arrangement for all non-access Intra-MTA traffic exchanged between them after July 1, 2012;

**AMENDMENT**

**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:

1. Alltel Communications, Inc. assigns the Agreement to Verizon Wireless. The Agreement shall henceforth be known as the "Interconnection Agreement By and Between Vernon Telephone Cooperative, Inc. and Verizon Wireless" and all references to Alltel contained within the Agreement are hereby changed to Verizon Wireless
2. From July 1, 2012, forward, all Subject Traffic exchanged between the Parties shall be exchanged pursuant to a bill-and-keep arrangement, which means that neither Party shall charge the other for the transport and termination of the other's traffic.
3. The Reciprocal Compensation Termination End Office Rate found in Attachment II Section A shall be \$0.00.
4. Section 3.3 of the Agreement is hereby deleted and replaced with the following:

"Indirect Interconnection. Upon mutual Agreement, the Parties may elect to deliver Subject Traffic to one another by way of a third party provider's Tandem Switch. In such event, the Parties agree to amend this Agreement to allocate the cost of transport for the delivery of non-access Intra-MTA traffic in accordance with 47 C.F.R. 51.709(c)."
5. The address for Notices to Verizon Wireless found in Section 21 shall be replaced as follows:

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
6. The address for Invoices to Verizon Wireless found in Section 22.1 shall be replaced as follows:

To: Verizon Wireless  
Attn: Telecom Billing Analyst  
10740 Nall Ave  
Overland Park, KS 66211
7. The 24 Hour Network Management Contact for Verizon Wireless found in section 9.2 shall be (800) 852-2671.
8. Attachment I of the Agreement shall be replaced by the attached amended Attachment I.
9. This Amendment shall be effective July 1, 2012.
10. This Amendment shall remain effective as long as the Agreement remains effective between the Parties, except as provided in Paragraph 11 below.

11. The Parties acknowledge and agree that certain provisions of this Amendment are being included in this Amendment by the Parties as a result of a change in law and for no other reason. Therefore, in the event that the requirement of the Federal Communications Commission orders referenced in the recitals that all non-access Intra-MTA traffic exchanged by the Parties after July 1, 2012 be exchanged under a bill-and-keep arrangement is reversed, overturned, vacated, or caused to no longer have legal effect by a court of competent jurisdiction or the Federal Communications Commission (a "Subsequent Change In Law"), then only the corresponding provisions of this Amendment which were intended to effectuate such bill-and-keep requirement (namely Paragraphs 2 and 3) shall become null and void immediately upon said Subsequent Change In Law, and only the corresponding provisions of the Agreement that were intended to be amended by Paragraphs 2 and 3 of this Amendment shall be reinstated, all without need for further action by the Parties.
12. The provisions of this Amendment, including the provisions of this sentence, may not be amended, modified or supplemented without the written consent thereto by both Parties' authorized representatives.
13. Except as expressly set forth herein, the terms and conditions of the Agreement shall remain in full force and effect without change.

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

**Vernon 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. d/b/a Verizon Wireless**

**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**

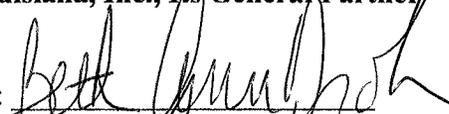
**Wisconsin RSA No. 8 Limited Partnership  
d/b/a Verizon Wireless  
By Alltel Communications Wireless of  
Louisiana, Inc., Its General Partner**

By: 

Date: 9/20/12

Printed: Rodney D. Olson

Title: General Manager

By: 

Date: 8/20/12

Printed: Beth Ann Drohan

Title: Area Vice President – Network

## ATTACHMENT I

The term "Verizon Wireless" as used in this Agreement shall include, but not be limited to, the following entities:

<u>OCN Name</u>	<u>OCN</u>	<u>ACNA</u>
VERIZON WIRELESS (VAW), LLC	5818	AEJ; CCQ
CELLCO PARTNERSHIP DBA VERIZON WIRELESS - WI	6508	PPM; BAM; EBA

Verizon Wireless shall provide prompt notice to VTCI if Verizon Wireless changes its name, OCN or ACNA.